

**BRIDGEPORT CLASSIFIED  
PUBLIC EMPLOYEES' ASSOCIATION  
(B/CPEA)**

**AND**

**BRIDGEPORT SCHOOL DISTRICT**

**2018-2020**

**BRIDGEPORT CLASSIFIED  
PUBLIC EMPLOYEES' ASSOCIATION (B/CPEA)  
AND  
BRIDGEPORT SCHOOL DISTRICT**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE I. ADMINISTRATION OF THE AGREEMENT</b>	<b>1</b>
Section A. Definitions	1
1. District	1
2. Board	1
3. Association	1
4. Parties	1
5. Agreement	1
6. Employee	1
7. Day	1
8. Superintendent	1
9. President	1
10. PERC	1
11. AR	1
Section B. Recognition	1
Section C. Sole Agreement	2
Section D. Conformity to Law	2
Section E. Distribution of Agreement	2
Section F. Joint Meetings	2
<b>ARTICLE II. BUSINESS</b>	<b>2</b>
Section A. Dues Deduction	2
1. Members	2
2. Representation Fee	2
3. Application	2
4. Indemnification	3
Section B. Other Deductions	3
Section C. Management Rights	3
Section D. Association Rights	3
1. Use of School Buildings	3
2. Use of School Equipment	3
3. Association Business	3
4. Use of District Bulletin Boards	3
5. Use of District Mail and E-Mail System	3
6. Information	3
7. Board Agenda and Minutes	3
8. Notice of Probation and Disciplinary Action	3
9. Representation	3
10. Changes in Terms and Conditions of Employment	4
11. Exclusivity	4
<b>ARTICLE III. EMPLOYEE RIGHTS</b>	<b>4</b>
Section A. Rights of Law	4
Section B. Right of Expression	4
Section C. Non-Discrimination	4
Section D. Personnel File	4
1. Right to Inspect	4
2. Placement of Materials	4
3. Location	4

Section E. Due Process and Cause	4
1. Just Cause	4
2. Written Grounds	4
3. Hearings	5
4. Association Representation	5
5. Progressive Discipline	5
6. Privacy and Confidentiality	5
Section F. Complaints Against Employees	5
Section G. Assignment and Transfer	5
1. Assignments	5
a. Definition	5
b. Continuing Employees	5
c. Leave Openings	5
2. Transfers	5
a. Definitions	5
b. Vacancies	5
c. Involuntary Transfer	5
d. Notice and Application	5
e. Priority	6
f. Interviews	6
g. Current Employees transferring to different job categories	6
3. Recognition of Previous Experience Credit	6
Section H. Hiring Probation	6
Section I. Seniority	6
1. Establishment of District Seniority Date	6
2. Loss of District Seniority	6
3. Categorical Seniority Rights	6
4. Establishment of Classification Seniority Date	6
5. Loss of Classification Seniority	6
6. Classification Seniority Rights	7
7. Bars to Loss of Seniority	7
Section J. Employee Protection	7
1. District Insurance	7
2. Threats	7
3. Absence Due to Assault or Injury on the Job	7
4. Teaching Duty Bar	7
5. Health and Safety	7
6. Self-Protection	7
7. Medication.	8
8. Catheterization	8
9. Child Abuse Reports	8
10. Building Supervision	8
11. Student Discipline	8
12. Empty Buildings	8
Section K. Job Descriptions	8
Section L. Privacy	8
1. Personal Lives	8
2. Information	8
Section M. Harassment	8
<b>ARTICLE IV. EMPLOYEE EVALUATION</b>	<b>8</b>
Section A. Purpose	8
Section B. Job Descriptions	9
Section C. Notice	9
Section D. Frequency	9

Section E. Evaluators	9
Section F. Copy of the Reports	9
Section G. Signatures Required	9
Section H. Informal Evaluation	9
Section I. Open Observations	9
Section J. Rebuttals	9
Section K. Negative Evaluations	9
<b>ARTICLE V. LAYOFF AND RECALL</b>	<b>10</b>
Section A. Definition	10
Section B. Retained Positions	10
Section C. Layoff	10
Section D. Re-Employment Pool	10
Section E. Recall	10
Section F. Continuing Benefits	10
Section G. Miscellaneous	10
1. Benefits Upon Return	10
2. Bumping Bar	10
3. Replacement Bar	10
4. Re-Assignment Considerations	10
<b>ARTICLE VI. LEAVES</b>	<b>11</b>
Section A. Illness, Injury and Disability (Sick) Leave	11
1. Accumulation	11
2. Documentation	11
3. Use	11
a. Personal Illness, Injury or Disability	11
b. Maternity	11
c. Family Illness	11
d. Emergency	11
e. Accounting	11
4. Sick Leave Exhaustion	11
5. Death or Retirement Sick Leave Buy-Back Option	11
6. Annual Sick Leave Buy-Back Option	11
7. Notice	12
Section B. Leave Sharing	12
Section C. Personal Leave	12
Section D. Judicial Leave	12
Section E. Bereavement Leave	12
Section F. Long Term Leave of Absence	12
Section G. Child Rearing Leave	13
Section H. Adoption Leave	13
Section I. Association Leave	13
Section J. Military Leave	13
Section K. District Approved Leaves	13
Section L. Benefit Accumulation while on Leave	13
Section M. Funeral Leave	13
Section N. Unpaid Leave	13
<b>ARTICLE VII. FISCAL MATTERS</b>	<b>14</b>
Section A. Wages	14
1. Schedule	14
2. Payment	14
3. Severance	14
4. Errors in Computation	14
5. Regular Substitute Wages	14
6. Pass Through Dollars	14

Section B. Bus Drivers	14
1. Normal Shifts	14
a. Call Out Time	14
2. Extra Trips	14
a. Definition	14
b. Driving Time	14
c. Standdown Time	14
d. Posting	14
e. Expenses	14
f. Rotation	14
Section C. New Employees	15
1. Placement	15
2. Probationary Employees	15
Section D. Insurance Benefits	15
1. Amount of Contribution	15
2. Part-Time Employees	15
3. Pooling	15
4. Dental Coverage	15
5. Visual	15
6. Medical	15
7. Distribution of Remaining Pool Money	15
8. Employee Contribution	15
9. Double Coverage Bar	16
10. Determination of Employee Options	16
11. Changes in Coverage	16
12. Selection of Plans	16
13. Severance	16
Section E. Hours of Work	16
1. Normal Work Week	16
2. Flexible Work Week	16
3. Assigned Shift	16
4. Work Day	16
5. Clean Up	16
6. Part-Time Employee Shift Rest Period	16
7. Part-Time Employee Lunch Break	16
8. Loss of Lunch Period and/or Rest Periods	16
9. Delayed Opening	16
10. FLSA	17
11. Early Student Dismissal	17
Section F. Overtime and Premium Pay	17
1. Distribution	17
2. Rate	17
3. Compensation Time	17
4. Call-Back	17
5. Additional Pay for College Degrees	17
Section G. Classification Differential	17
Section H. School Closure	17
Section I. Travel Reimbursement	18
Section J. Training	18
1. Required Courses	18
2. Physical Exams	18
3. Commercial Drivers License	18
4. Food Worker Health Certificate	18
5. Professional Development Committee	18

6.	Staff Development Core Competencies	18
<b>ARTICLE VIII. HOLIDAYS AND VACATIONS</b>		<b>19</b>
Section A. Holidays		19
1.	Paid Holidays	19
2.	Unworked Holidays	19
3.	Double-Time for Holiday Work	19
4.	Unpaid Days	19
Section B. Vacations		19
1.	Grant	19
2.	Pay Credit	19
3.	Use	19
4.	Lay-Off Accumulation Bar	19
5.	Carry Forward	20
6.	Self-Scheduling	20
7.	Severance	20
<b>ARTICLE IX. GRIEVANCE PROCEDURE</b>		<b>20</b>
Section A. Definitions		20
1.	Grievant	20
2.	Grievance	20
3.	Days	20
Section B. Time Limits		20
1.	Grievant	20
2.	District	20
3.	Strict Adherence	20
Section C. Rights to Representation		20
1.	With an AR	20
2.	Self Representation	20
3.	Outside Representation Bar	20
Section D. Complaints		20
Section E. Procedure		21
STEP 1. Supervisor		21
STEP 2. Superintendent		21
STEP 3. Binding Arbitration		21
Section F. Miscellaneous Conditions		21
1.	Contract Expiration	21
2.	No Reprisals	21
3.	Cooperation of the Parties	21
4.	Released Time	21
5.	Files	21
6.	Form	22
7.	Association Grievance	22
<b>ARTICLE X. DURATION</b>		<b>23</b>
Section A. Effective Dates		23
Section B. Openers		23
<b>APPENDICES</b>		
APPENDIX A. SALARY SCHEDULE		24
APPENDIX B. FORMAL GRIEVANCE FORM		25
APPENDIX C. NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR BEING PLACED ON PROBATION		26
APPENDIX D. EMPLOYEE EVALUATION REPORT FORM		27
APPENDIX E. SEVEN TESTS OF JUST CAUSE		28

## PREAMBLE

This Agreement is by and between the Bridgeport School District and the Bridgeport Classified Public Employees' Association (B/CPEA). It has been negotiated pursuant to RCW 41.56.

### ARTICLE I. ADMINISTRATION OF THE AGREEMENT

#### Section A. Definitions

1. The term "District" shall mean the Bridgeport School District, Douglas County, Washington State; or its agents.
2. The term "Board" shall mean the Board of Directors of the Bridgeport School District.
3. The term "Association" shall mean the Bridgeport Classified Public Employees' Association (B/CPEA).
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining Agreement.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "day" shall mean any day the District business office is open for business with the public.
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term "PERC" shall mean the Washington State Public Employees' Relations Commission.
11. The term "AR" shall mean the Association Representative.

#### Section B. Recognition

The District recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time classified Employees of the District, excluding elected officials, the Superintendent, certificated Employees, confidential Employees, and supervisors.

Substitute classified Employees who are or have been employed by the District for thirty (30) days during the current and/or immediately preceding school year, and who continue to be available for employment as substitutes shall be included in the bargaining unit. Also included are substitute classified Employees who have worked twenty (20) consecutive days for the District during the current and/or immediately preceding school year. Such substitute Employees who meet the 20/30 rule requirements shall be known as "long term substitutes" and shall be entitled to all the rights contained in the Agreement except for those article and sections set out below:

1. Article II, Section A, (Dues Deductions)
2. Article III, Section G, (Assignment and Transfer)
3. Article III, Section H, (Hiring Probation)
4. Article III, Section I, (Seniority)
5. Article IV, (Employee Evaluation)
6. Article V, (Layoff and Recall)
7. Article VI, (Leaves)
8. Article VII, Section C, (New Employees)
9. Article VII, Section D, (Insurance Benefits)
10. Article VII, Section J, (Training)
11. Article VIII, (Holidays and Vacations)

### **Section C. Sole Agreement**

This shall be the sole Agreement between the Parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, individual contracts or agreements, resolutions or practices of the District, which shall be contrary to or inconsistent with its terms.

### **Section D. Conformity to Law**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect.

If any provision of this Agreement is held contrary to law, the Parties shall re-negotiate that provision in a timely fashion.

### **Section E. Distribution of Agreement**

Following ratification of this Agreement the Association shall prepare a camera-ready copy of the Agreement for District review and mutual editing. After editing, the Association shall print two (2) copies for signing. One (1) copy shall be retained by the District and other copy by the Association. The District will make an electronic copy of the agreement available to all members via the District website.

### **Section F. Joint Meetings**

Upon request of either Party, representatives of each of the Parties shall meet at reasonable times and places, with a mutually determined agenda, in order to monitor the Agreement and pursue mutual problem identification and mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

## **ARTICLE II. BUSINESS**

### **Section A. Dues Deduction**

1. **Members:** Upon receipt of a written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including SL/CPEA, NEA, WEA, and UniServ and including voluntary PULSE and NEAPAC contributions.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the Employee during the twenty (20) days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within twenty (20) days from the start of the school year, or within twenty (20) days of an Employee's beginning date of employment, whichever is later.

2. **Representation Fee:** No member of the bargaining unit shall be required to join the Association; however, except as provided in sub-section 3, below, those Employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association, and transmitted to the business office in writing. Non-members shall neither be required nor allowed to make political (PULSE or NEAPAC) deductions. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded by the Employee as a violation of his/her right to non-association, such objections shall be resolved according to the provisions of RCW 41.56.122, or PERC.

3. **Application:** The representation fee shall apply to all new Employees who are hired after the ratification of this Agreement (1996) and to all current Employees who become members of the Association within forty (40) days following ratification. Employees who do not become members shall be grandfathered and shall not be required to pay the representation fee.



4. **Indemnification:** The Association shall indemnify and hold the District harmless from any claim regarding any provision of this section.

### **Section B. Other Deductions**

Upon receipt of written authorization, the District agrees to deduct from the salary of Employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums, which are deducted as premiums for approved insurance and annuity programs, shall be forwarded in accordance with the written authorization. Other deductions shall be in accordance with law.

### **Section C. Management Rights**

The management of the District and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically covered by the language of this Agreement may be administered by the District in accordance with applicable laws and regulations. Management officers retain the right and obligation to determine the method and number of kinds of personnel by which operations undertaken by Employees in the unit are to be conducted.

### **Section D. Association Rights**

1. **Use of School Buildings:** The Association shall have access to use school buildings at all reasonable hours for meetings, contingent upon approval of the building administrator.
2. **Use of School Equipment:** The Association shall have access to use District equipment, such as typewriters, copy equipment, ditto machines, duplication equipment, calculating machines, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.  
  
Use of such equipment shall be subject to the approval of the building administrator. Equipment shall not be used by the Association when such use would interfere with District needs.
3. **Association Business:** The Association shall have the right to transact business on District property at reasonable times, provided that such business shall not interfere with or interrupt normal District operations. Association representatives shall check in at the office of the building administrator prior to such business.
4. **Use of District Bulletin Boards:** The Association shall have access to post notices on District Employee bulletin boards. Such notices must contain the name of the authorizing AR.
5. **Use of District Mail and E-mail Systems:** The Association shall have access to use the District mail/e-mail systems and Employee mail boxes for communication purposes, provided that such use does not interfere with or interrupt normal District operations. In addition, it is acknowledged that e-mail communication does not include the right of privacy.
6. **Information:** Upon request from the Association, the District shall provide all information which is of public record and such additional information which is pertinent to the Association's representation responsibilities, in a timely fashion, including the names and addresses of new hires. The District may bill reproduction costs at the same rate as is charged the general public.
7. **Board Agenda and Minutes:** The District shall post a copy of the Board meeting agenda on all employee bulletin boards prior to the Board meeting and send a copy to the Association President.
8. **Notice of Probation and Disciplinary Action:** In the event any Employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such action, provided that should the Employee indicate in writing to the District (Appendix G) that he/she does not wish to have the Association notified, such notice will be withheld.
9. **Representation:** The Association has the right and the responsibility to represent Employees in all matters

related to their terms and conditions of employment, including collective negotiations with the District, contract maintenance, Employee complaints, and other matters of mutual concern.

10. **Changes in Terms and Conditions of Employment:** No changes in terms and conditions of employment shall be adopted and/or implemented by the District unless such have been negotiated with the Association.
11. **Exclusivity:** In recognition of the Association's status as the officially recognized legal bargaining representatives of Employees, the rights granted in this Agreement to the Association shall not be granted to any competing labor organization.

### ARTICLE III. EMPLOYEE RIGHTS

#### Section A. Rights of Law

Employees shall have the right, freely and without fear of penalty or reprisal, to join or not join and assist the Association and shall also have the right to refrain from any or all such activities.

#### Section B. Right of Expression

Each Employee shall have the right to bring matters of job related concern to the attention of appropriate AR's and/or appropriate District officials and shall have the right to have AR's present at the discussions between themselves and representatives of the District.

#### Section C. Non-Discrimination

No employee shall be denied any right of law by virtue of his/her employment with the District.

The District shall not discriminate against any Employee with respect to hour, wages, or condition of employment by reason of his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, political activity or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

#### Section D. Personnel File

1. **Right to Inspect:** Any Employee shall have the right to inspect all contents of his/her own personnel file during regular District business hours. An AR shall, at the Employee's request, accompany the Employee in this review. Upon request, a copy of any document contained in the Employee's file shall be given to the Employee at Employee expense.
2. **Placement of Materials:** Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments. After three (3) years an employee can request removal of material that is disciplinary. Placement and removal of disciplinary information can only be placed and removed by the Superintendent.
3. **Location:** The District shall maintain the Employee's personnel file at the District office. No duplicate personnel file shall be kept anywhere in the District.

#### Section E. Due Process and Cause

1. **Just Cause:** No Employee shall be disciplined or have his/her employment terminated without just cause. (See Appendix E)
2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the Employee in writing at the time disciplinary action is taken.

3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses.
4. **Association Representation:** Employees shall be entitled to Association representation at any hearing, meeting or conference involving the Employee regarding disciplinary actions or the investigation thereof at which the Employee is present. Such notice will be given on a form attached herein as Appendix C. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present, provided that no unreasonable delay is incurred.
5. **Progressive Discipline:** The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, suspension without pay, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an Employee shall be appropriate to the behavior which precipitates said action. Disciplinary actions shall be consistent with previous, similar discipline implemented by the District. Thus, certain serious behavior may result in higher level of discipline as the initial disciplinary action. An employee may be put on administrative leave with pay and without prejudice pending the outcome of an investigation.
6. **Privacy and Confidentiality:** Any criticism of an Employee by any agent of the District and all disciplinary actions shall be made in private and in confidence.

#### **Section F. Complaints Against Employees**

Any complaint against an Employee that may lead to disciplinary action, or that may be reflected in the Employee's evaluation shall be promptly called to the attention of the Employee and shall be promptly investigated.

#### **Section G. Assignment and Transfer**

##### **1. Assignments:**

- a. **Definition:** The term "assignment" shall mean the placement of an Employee in position within the bargaining unit. The term "position" shall mean the specific job and its location to which the Employee is assigned.
- b. **Continuing Employees:** All Employees shall be given written notice of any changes in their specific assignments for the coming year as soon as possible but not later than June 1 of each year. Any subsequent changes shall be for emergency only. Employees given said written notice shall have reasonable assurance to be rehired for the subsequent year.
- c. **Leave Openings:** In the event that an employee requests a leave that creates an open position for more than thirty (30) days, the District will meet with the Association to discuss whether the position should remain unfilled during the employee's leave, filled by redistributing the duties to another employee for the length of the leave and/or posted as a new position.

##### **2. Transfers:**

- a. **Definitions:** A "transfer" shall mean a change from an Employee's current assignment to a different assignment.
- b. **Vacancies:** When vacancies (including new positions and positions that occur in the summer months) exist with the employer, preference for Employee transfers shall be given to those Employees qualified and applying prior to considering outside applicants. When qualifications are equal preference shall go to the applicant with the greatest seniority.
- c. **Involuntary Transfer:** Involuntary transfers shall be made only when necessary. When such transfers are made, they shall be accompanied with a written explanation of the reasons.
- d. **Notice and Application:** When a vacancy occurs, all Employees shall be notified of the opening and given an opportunity to apply. All openings (including new positions) shall be posted in the school building or work site for five (5) days before being opened to outside applicants. A maximum of two (2) internal

moves may be made before a job is posted externally. In the summer, notice will be mailed to employees with transfer requests on file with the District before being opened to outside applicants.

Postings of less than five (5) days will occur only in extenuating circumstances and after the District has notified the President of the Association of the need.

- e. **Priority:** Employment of new Employees for a specific vacancy shall be made only after it is determined that there are no qualified transfer applicants on file to fill the position. Current Employees shall be given first priority for vacancies and new positions for which they are qualified. In the event more than one (1) Employee applied for and is qualified for a vacancy that Employee with the greatest seniority shall be given the position.
  - f. **Interviews:** Employees applying for an open position shall be granted an interview for the position provided they meet the minimum qualifications of the position, as set out in the posting. Employees not chosen for an opening may request a meeting with the Superintendent to ascertain the reasons and possible areas of improvement.
  - g. **Current Employees transferring to different job categories:** A current employee who transfers from one job category to another job category will keep his/her years of experience (column), but will change categories (row) to the new job category on the salary schedule. This does not apply to categorical seniority, the employee's categorical seniority will start to accrue upon being transferred into the new category.
3. **Recognition of Previous Experience Credit:** Upon verification of such work experience by the Employee, the District shall grant longevity experience credits to Employees newly hired into the District for similar or related work experience in public schools in the state, to the full extent permitted by law, including but not limited to sick leave and salary placement, but not applicable to seniority.

#### Section H. Hiring Probation

Each new hire shall be placed on probation status for a period of not more than one calendar year following his/her hiring date. The District shall evaluate the probationary Employee at the end of the probation. The evaluations shall set out Employee strengths and areas needing improvement, if any, along with a plan for improvement, if needed, and recommendations concerning continued employment. The District may terminate the employment of such probationary Employees during their probation for legally permissible reasons, irrespective of the just cause provision of this Agreement.

Upon successful completion of the probationary period by the Employee, the District shall place the Employee on the seniority list as of his/her most recent date of continuous daily employment.

#### Section I. Seniority

1. **Establishment of District Seniority Date:** Each Employee's most recent date of hire as a regular Employee shall be established as his/her "District Seniority Date".
2. **Loss of District Seniority:** The District seniority rights of Employees shall be lost upon resignation, discharge, or retirement.
3. **Categorical Seniority Rights:** The District shall grant Employees with seniority preference in layoffs by job category, pursuant to the RIF article of this Agreement.
4. **Establishment of Classification Seniority Date:** Each Employee's most recent date of hire or transfer into a job classification shall be established as his/her "Classification Seniority Date".
5. **Loss of Classification Seniority:** The classification seniority of Employees shall be lost upon resignation, discharge, or retirement; or shall be lost one (1) year after that Employee changes job classifications within the bargaining unit.

6. **Classification Seniority Rights:** The District shall grant Employees with classification seniority preference in overtime.
7. **Bars to Loss of Seniority:** Neither the District nor the classification seniority of an Employee shall be lost for the following reasons:
  - a. Time lost by reasons of industrial accident, industrial illness or jury duty;
  - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States, exclusive of an Employee who enters the service voluntarily except during a declared national emergency;
  - c. Time spent on other authorized leaves of absence, not to exceed one (1) year; or
  - d. Time spent on layoff status due to RIF. In cases of layoff, said Employee's seniority shall terminate after twenty-four (24) consecutive months on layoff.

## Section J. Employee Protection

1. **District Insurance:** The District shall provide such insurance for the protection of Employees as is required by RCW 28A.400.370. The District shall notify the President of any changes in insurance coverage.
2. **Threats:** Any Employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the Employee to provide for the Employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the Employee's safety shall be reported to the Employee and the President by the Superintendent at the earliest possible time.

### 3. **Absence Due to Assault or On the Job Injury**

Whenever an employee is absent from employment and unable to perform his/her duties as a result of injuries sustained in the course of employment, or in the event that an employee has been physically disabled because of an assault of his/her person in the course of his/her employment, the District shall grant the injured employee leave with benefits (retirement, social security, sick leave, and salary placement) for a period not to exceed one (1) year. During such a period of disability, the employee may utilize his/her sick leave account to compensate for the difference in the amount of worker's compensation, if applicable, and his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the pay out bears to his/her total salary.

Absence resulting from an injury suffered in the performance of the employee's usual duties shall be submitted to the Employee Benefit Insurance Cooperative for determination of benefits under the statutes governing workmen's compensation. The District shall pay full and usual compensation to the employee to the extent of accumulated sick leave. Any benefits paid by the Cooperative shall be remitted to the District until accumulated leave is exhausted. The employee's accumulated leave account shall be reduced by a fraction equal to the District's payout as compared to total salary.

Non-duty connected injuries shall be considered as an illness.

4. **Teaching Duty Bar:** Employees shall not be requested or required to perform any duty requiring a teaching certificate except in cases of short-lived emergencies.
5. **Health and Safety:** The District shall provide a safe and healthful working environment for all Employees. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees are required to report any unsafe or hazardous condition.
6. **Self-Protection:** Should an Employee determine that he/she needs to take measures to protect him/her self, a fellow Employee, a teacher, an administrator, or a student from attack, physical abuse or injury, or to prevent

damage to District property such measures shall be reasonable.

7. **Medication:** Current Employees may be requested to dispense or administer medication. If any such (medication) assignment becomes necessary, the Employee shall receive a minimum of two (2) hours in training.
8. **Catheterization:** Current Employees may be requested to insert catheters to any student. If any such (catheterization) assignment becomes necessary, the Employee shall receive a minimum of four (4) hours in training.
9. **Child Abuse Reports:** The District shall hold Employees harmless when reporting alleged child abuse to District administrators. Employees are required to report such alleged abuses.
10. **Building Supervision:** In the absence of a building supervisor (principal), or designee, an Employee shall not be held accountable or made responsible for the administration or supervision of the building.
11. **Student Discipline:** The District shall support and assist Employees with the control and discipline of students in the Employee's assigned work area, provided that Employees are operating within Board and building policy.
12. **Empty Buildings:** No Employee, except custodians and/or maintenance Employees, shall be required to enter or remain alone in a school building.

#### **Section K. Job Descriptions**

Job descriptions for positions covered by this Agreement shall be given to each Employee along with a copy to the President. Such job description shall be reviewed annually and updated, if needed, and issued to each Employee along with their Notice of Continuing Employment.

#### **Section L. Privacy**

1. **Personal Lives:** The private and personal life of any Employee is not within the appropriate concern or attention of the District, except to the extent that the job performance of such Employee is impaired.
2. **Information:** The District shall not provide personal information concerning Employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific Employee or Association approval, or as may be specifically required by this Agreement.

#### **Section M. Harassment**

The District shall investigate and take appropriate disciplinary action when an Employee complains that he/she has been harassed (including sexual harassment). Following District investigation, the District shall give the Employee and the President a written report, which shall include findings and recommendations.

For purposes of this Agreement the term "harass" or "harassment" shall mean the use of words, gestures or actions which tend to annoy, alarm, or verbally abuse another person.

### **ARTICLE IV. EMPLOYEE EVALUATION**

#### **Section A. Purpose**

The purpose of all Employee evaluations shall be to identify specific areas in which the performance of each Employee is satisfactory, unsatisfactory or needs improvement.

## **Section B. Job Descriptions**

All evaluations shall be based upon that Employee's performance of his/her job description.

## **Section C. Notice**

Prior to any evaluation the evaluator shall go over the evaluation form and procedure with each Employee in order to bring about a mutual understanding of each Employee's duties and evaluation process and procedure.

## **Section D. Frequency**

Each Employee shall be evaluated in writing annually on a form attached herein as Appendix D.

## **Section E. Evaluators**

Each Employee shall be evaluated by a school District administrator and/or Supervisor. No Employee shall be required to evaluate other Employees.

## **Section F. Copy of the Reports**

Employees shall be given a copy of the evaluation report, including all appropriate attachments, in a timely fashion.

## **Section G. Signatures Required**

Both the evaluator and the Employee shall sign and date the evaluation report. The signature of the Employee shall indicate only that he/she has read and received a copy of the report. It shall not mean that the Employee necessarily agrees with the report. No Employee shall be required to sign a blank or incomplete evaluation form.

## **Section H. Informal Evaluation**

Informal evaluation (self and peer) is encouraged and nothing in this Agreement shall prohibit such action. Such informal evaluation shall not however, become a part of the Employee's record.

## **Section I. Open Observations**

All monitoring or observing of Employees for evaluation purposes shall be conducted openly and with full knowledge of the Employee without the use of eavesdropping, electronic or mechanical surveillance devices.

## **Section J. Rebuttals**

Any Employee may write additions or rebuttals to any observation or evaluation report and have such comments attached to and made a part of his/her evaluation file. The substantive portion of the evaluation is not subject to the grievance procedure.

## **Section K. Negative Evaluations**

In the event an employee is given a negative evaluation, the employee shall be given ninety (90) working days to implement the remediation recommendations. The District will provide a specific plan of assistance to help implement the remedial plan. The employee shall be reevaluated within thirty (30) days following the implementation of the remedial plan and monthly thereafter. At the conclusion of the ninety (90) days the employee shall be notified, in writing, by the District of their status. The Employee shall be notified of his right to representation on a form attached herein as Appendix C.

## ARTICLE V. LAYOFF AND RECALL

### Section A. Definition

The term "layoff" as used in this article shall mean action by the Board reducing the number of Employees in the bargaining unit.

### Section B. Retained Positions

In the event that a layoff becomes necessary, the District shall first determine which positions shall be retained and shall retain the senior qualified Employees capable of filling such positions.

Layoff shall be in order of seniority within job classification. More senior employees shall be entitled to bump into less senior positions for which they are qualified within their job classification. Part-time employees shall not be entitled to better their position and the District shall not be obligated to create part-time positions to retain more senior staff. For example, a part-time bus driver shall only be able to bump a less senior part-time bus driver with the same or fewer hours.

### Section C. Layoff

Employees not retained shall be subject to layoff according to reverse seniority. Such Employees shall be given advance written notice as soon as possible, but in no event shall such notice be less than ten (10) days.

### Section D. Re-Employment Pool

Employees who are laid off shall be placed in a re-employment pool for one (1) year.

### Section E. Recall

Recall shall be based first upon qualifications relating to the District position to be filled. The second consideration shall be seniority. The District shall give written notice of recall from lay-off by sending a registered or certified letter to the recalled Employee at his/her last known address. If the Employee does not respond within ten (10) days of such notice of recall, the Employee shall forfeit right of recall. The Employee's address, as it appears on District records, shall be conclusive when used in connection with layoffs, recall or other notice to employees. Employees are responsible for keeping such address record current.

### Section F. Continuing Benefits

While in the employment pool, an Employee may continue in the District fringe benefit programs for which they are legally qualified. Such continuance shall require reimbursement to the District of the District's costs in advance by the tenth (10th) of each month.

### Section G. Miscellaneous

1. **Benefits Upon Return:** Unused accumulated sick leave and other benefits due to the Employee at layoff shall be retained upon return to active employment.
2. **Bumping Bar:** No Employee shall be "bumped" or reduced in seniority ranking by school Employees that are not a part of the bargaining unit.
3. **Replacement Bar:** In no event may the District hire a new Employee from outside the re-employment pool while there are Employees remaining in the re-employment pool who are qualified for a vacant or newly created position.
4. **Re-Assignment Considerations:** Employees having additional skills, qualifications and/or factors they wish to have considered related to a possible re-assignment may report such, in writing, to the Superintendent.



## ARTICLE VI. LEAVES

### Section A. Illness, Injury and Disability (Sick) Leave

1. **Accumulation:** Each Employee shall receive one (1) day of sick leave for each month worked, proportionate to the length of their work day. Unused sick leave shall accumulate to the maximum amount permitted by law.  

Pursuant to law, Employees who have accrued sick leave while employed by another public school District in the State of Washington, shall be given credit for such accrued sick leave upon employment by the District.
2. **Documentation:** Employees who are absent four (4) or more consecutive days may be required to furnish a doctor's statement to document their illness.
3. **Use:**
  - a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an Employee when the Employee is unable to perform duties because of personal illness, injury or disability. Such leave may also be granted for medical, dental, or ocular appointments when absence within working hours is authorized. In emergencies such advance approval shall not be required.
  - b. **Maternity:** The District shall grant sick leave for pregnancy, childbirth and related temporary disability to Employees, to the extent the Employee's physician certifies the Employee's temporary disability.  

Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the Employee.
  - c. **Family Illness:** The District shall grant sick leave to Employees in the event of illness, injury or disability within the immediate family of the Employee. For purposes of this provision, the term "immediate family" shall mean spouse, parent, child, foster child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the Employee's spouse and marriage partners of the Employee's children and siblings. The superintendent may require verification of family members.
  - d. **Emergency:** The District shall grant sick leave to Employees in the event the Employee has an emergency, defined as, a problem that has suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the Employee's absence.
  - e. **Accounting:** In the event a fraction of a day is used by an Employee for sick leave, the charge to the Employee's account shall be the actual amount of time absent from work.
4. **Sick Leave Exhaustion:** In the event an Employee's accumulated sick leave is exhausted, but more sick leave is required by the Employee pursuant to the provisions set out above, the Employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The Employee shall advise the District of the expected duration of the leave at the time of request for the leave.
5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by {PERS}), or death, an Employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one hundred eighty (180) days at a rate equal to one day's per diem pay for each four (4) full days accrued leave for illness or injury.  

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.
6. **Annual Sick Leave Buy-Back Option:** In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible Employee may

exercise an option to receive pay for unused sick leave accumulated in the previous year at a rate equal to one (1) day's pay for each four (4) full days of accrued sick leave in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's pay.

7. **Notice:** When an Employee is absent he/she shall give notice, if possible, to his/her supervisor not later than 7:00 a.m. of the first day of the absence. If the absence is to be for consecutive days, the District shall be notified of the probable date of return.

### **Section B. Leave Sharing**

The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a member of their immediate family suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition.

Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District. This leave sharing program shall be conducted in accordance with State laws and regulations.

### **Section C. Personal Leave**

Two (2) days of personal leave per school year per Employee shall be granted for any reason provided that three (3) day's notification is given by the Employee to the Superintendent on AESOP. No more than one (1) Employee per building (3 per district) shall be granted personal or Association leave on any given day.

Employees who miss two (2) or less days of sick leave, may earn one (1) additional personal day for the following year. Up to five (5) personal days may be accumulated provided five (5) days notification is made to the appropriate District personnel if an employee takes more than two (2) consecutive days leave.

Personal leave requested during the last week of school will be only granted for exceptional situations for employees less than 1.0 FTE or 2080 hours.

### **Section D. Judicial Leave**

In the event an Employee is summoned to serve as a juror, appear as a witness in court, or is named as a co-defendant with the District, such Employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District, minus actual expenses. Such repayment shall not exceed the Employee's normal daily pay less bona fide expenses. In the event that an Employee is a party to a court action, such Employee may use personal leave, vacation, or request a leave of absence.

### **Section E. Bereavement Leave**

The District shall grant each Employee a maximum of five (5) days leave for absence caused by death or serious illness in the Employee's immediate family. The term "immediate family" shall mean spouse, parent, child, foster child, sibling, grandchild, grandparent, niece, nephew, aunt, and uncle, those of the Employee's spouse and marriage partners of the Employee's children or sibling. Bereavement Leave shall not be deducted from sick leave and is non-accumulative. Employees shall provide the Superintendent as much notice as practicable under the circumstances.

Additional Bereavement Leave will be charged against cumulative leave or taken as unpaid leave.

Upon request, the District shall grant Employees one (1) day of bereavement leave with pay in the event of the death of friends, students, or colleagues of the Employee. Additional bereavement shall be granted as emergency leave.

### **Section F. Long Term Leave of Absence**

The District may grant any Employee an unpaid long term leave of absence for up to one (1) year for study, travel, medical, or other mutually agreed to reason(s). Employees granted such a leave shall be permitted to stay in the District

insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the Employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the Employee, with the agreement of the District.

### **Section G. Child Rearing Leave**

The District shall grant a child rearing leave of up to one (1) year to any Employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An Employee returning from such leave shall be placed in the position last held or in a similar position in the District.

### **Section H. Adoption Leave**

The District shall grant up to five (5) days per year of adoption leave with pay upon written application by a parent in order to complete the adoption process or the process associated with obtaining a foster child. Such leave may be used for court legal procedures, home study and evaluation, and required home visitations by the adoption/foster agent not possible outside of the regular working hours, as well as orientation to the new home by the child.

### **Section I. Association Leave**

The District shall grant up to five (5) days leave to the Association to be used to conduct Association business. The Association shall reimburse the District for the actual cost of substitutes used for this purpose.

### **Section J. Military Leave**

The District shall grant military leave to any Employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

### **Section K. District Approved Leaves**

From time to time, Employees may seek to attend professional meetings, workshops, or in-service functions in an effort to update or improve their value to the District. At times, such attendance may be requested by the District. Such absence shall be termed "District Approved Leave". Employees may be reimbursed for normal costs paid for meals, lodging, mileage and registration. All District approved leaves must have prior approval of the Superintendent.

### **Section L. Benefit Accumulation While on Leave**

Each Employee shall retain accrued sick leave, vacation rights, and seniority rights while the Employee is on leave of absence. However, vacation credits and sick leave shall not accumulate while the Employee is on leave of absence.

### **Section M. Funeral Leave**

Upon request, the District may grant employees one (1) day of funeral leave with pay in the event of the death of someone not in the immediate family (as defined in Article VI, Section E). Funeral leave shall be deducted from sick leave and is non-accumulative. Additional funeral leave may be granted as Emergency Leave.

### **Section N. Unpaid Leave**

Each employee shall receive three (3) days to use per year as unpaid leave. These days are not transferable and may not be pooled. Days must be used within the employee's work year and will not carry over to the next year. Employees are subject to the same provisions of notification as if they were taking personal leave.

## ARTICLE VII. FISCAL MATTERS

### Section A. Wages

1. **Schedule:** Wages shall be as set out in the schedule, which is attached to and made a part of this Agreement as Appendix A.
2. **Payment:** Payment for wages for full-time and part-time employees shall be prorated over twelve (12) monthly paychecks. Paychecks shall be issued on the last district business day of the month. Employees may opt to have their checks direct or electronically deposited to a bank, mailed to a specified address, or picked up at the district office. Classified employees choosing to have their checks mailed during the summer months must provide stamped and addressed envelopes to the district office.
3. **Severance:** All compensation owed to an Employee who is leaving the District shall, upon request, be paid on the final day of employment, when possible.
4. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the Employee as soon as discovered. In the event the District has made an over or under payment, the District and the Employee shall work out a mutually agreeable plan for payback.
5. **Regular Substitute Wages:** Substitutes shall receive the starting hourly wage for the position filled.
6. **Pass Through Dollars:** The District shall provide the full dollar amount passed through by the state for employee salaries on the employee salary schedule.

### Section B. Bus Drivers

1. **Normal Shifts:** The District Bus Dispatch shall set shifts within the Transportation sub-unit according to routes and time requirements. In the event there is less than thirty (30) minutes layover time between assignments, an Employee's shift shall continue uninterrupted for such layover time. In addition, the District shall pay drivers for thirty (30) minutes pay per day for the purpose of bus warm-up, cleanup and safety check, etc.
  - a. **Call Out Time:** Drivers who give up their regular run for an extra trip shall be paid for the regular run at their call out time of two (2) hours if the extra trip is, for any reason cancelled and the driver cannot be notified in time to drive their regular route. Drivers will assume other duties as assigned by the transportation supervisor during this time.
2. **Extra Trips:**
  - a. **Definition:** The term "Extra trips" shall mean an assignment to transport students to any event sanctioned or authorized by the District other than regular to and from school transportation. Drivers will receive an additional \$0.25 per hour for each hour of the extra trip.
  - b. **Driving Time:** Drivers will be paid their extra trip rate of pay per hour for pre-trip, actual driving time and post trip.
  - c. **Standdown Time:** The time on extended trips – trips of twenty-four (24) hours or more – when the driver is not responsible for extra trip duties. Drivers will not be paid for this time.
  - d. **Posting:** Each upcoming extra-curricular trip shall be posted for driver consideration as early as possible. Information on the posting shall include but not necessarily be limited to date of trip, estimated time of departure, estimated time of return, destination, and type of activity.
  - e. **Expenses:** Drivers assigned to extra trips shall be reimbursed for reasonable meal expenses actually incurred in accordance with District policy when an assigned trip would cause the driver to miss a normal (breakfast, lunch, or dinner) meal period.
  - f. **Rotation:** Extra trips shall be assigned in rotation. In the event that the

Superintendent is unable to obtain the services of the driver whose name is at the top of the rotation list, he/she shall assign the next driver on the list. Drivers who are unavailable to take their turn shall forfeit their right to assignment during that rotation. If no one on the list is available, then the Superintendent may assign as he/she sees fit.

### Section C. New Employees

1. **Placement:** New hires who have previously been employed by any school District in the State, and who are employed to perform similar work to that previously performed shall be granted longevity, and other credit, pursuant to RCW 28A.400.300.
2. **Probationary Employees:** Each newly hired employee shall remain on probation for a period of not more than one (1) calendar year beginning on his/her hiring date. During this probationary period, the District may terminate such employee without a showing of cause. Probationary terminations shall not be subject to either grievance or arbitration contained herein. At the end of the probationary period, the employee shall enjoy all the rights contained in this agreement.

### Section D. Insurance Benefits

1. **Amount of Contribution:** The District's contribution toward medical/dental shall be the maximum amount allocated by the state and received by the District under the State's salary and benefits compliance rules.
2. **Part-Time Employees:** All part-time Employees shall receive prorated insurance benefits, which may be used only in accordance with the provisions of this section and law.
3. **Pooling:** To gain maximum utilization of the contribution, all insurance monies shall be placed in an insurance pool (hereinafter "the pool"), which shall be used to pay premiums and reduce or eliminate payroll deductions for Employees for medical, dental, and disability plans.

The total cost of all bargaining unit Employee premiums shall be calculated from appropriate individual insurance designations submitted to the payroll office by September 10, or ten (10) days after ratification of this Agreement, whichever is later. Distribution of pool funds shall begin in September of each year according to the process set out below.

4. **Dental Coverage:** The premiums for dental shall be deducted first from the pool. Dental coverage shall be supplied by Washington Dental Service Plan (family plan, including orthodontics).
5. **Visual:** The premiums for visual shall be deducted second from the pool.
6. **Medical:** The District and Association agree to the following provision in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940):
  - a. The premiums for medical shall be deducted third from the pool.
  - b. Each month, after subtracting the cost of vision and dental insurance premiums from the pool as described above; the amount remaining will be applied toward the medical insurance plan selected by the employee, provided, that the first .5% of medical premium costs during the 2014-15 school year; the first .75% of medical premium costs during the 2015-16 school year; and the first 1% of medical premium costs during the 2016-17 school year are not eligible for pooling, and will be paid by the employee. In addition, if there is any remaining portion of medical insurance premiums after pooling, it will also be deducted from the Employee's salary warrant.
7. **Distribution of Remaining Pool Money:** In the event that any money remains in the pool after payment for dental, vision and medical have been made, such money shall be divided equally among Employees, prorated according to full-time equivalency, for purchase of additional insurance coverage as permitted by law.
8. **Employee Contribution:** In the event that the pool does not cover all the cost of dental, vision, and medical premiums, the District shall deduct the deficit from the paychecks of those Employees whose cost exceed

available pool monies, except as provided above.

9. **Double Coverage Bar:** An employee whose spouse or domestic partners is also an employee of the District, may elect to combine his/her allocation with that of his/her spouse or domestic partner for the purchase of a single medical insurance plan to offset the employee's out of pocket cost for medical insurance premiums in excess of the required percentage paid by individual employees established in this Section. Any unused portion of the insurance allocation shall be returned to the insurance pool. If such Employees elect "double coverage" for themselves and/or children, they shall pay the difference in premium.
10. **Determination of Employee Options:** Employees shall designate their insurance options on a form provided by the District no later than September 30, annually, or within ten (10) days of employment for new Employees, whichever is later. Such designations shall remain in the effect until next September 30, except for changes in the Employee's family, which require a change in coverage (examples: birth of a child, death, divorce, marriage, etc.).
11. **Changes in Coverage:** In the event an Employee's insurance status changes during the school year, the Employee's coverage shall be adjusted upon notice to the District.
12. **Selection of Plans:** All group plans shall be selected jointly by the Parties. No pooling of Employee benefit money with other Employee groups shall take place without specific approval of the Parties.
13. **Severance:** The District shall make no insurance payment for any Employee who has severed his/her employment with the District.

#### Section E. Hours of Work

1. **Normal Work Week:** The normal work week shall consist of five (5) consecutive days, Monday through Friday.
2. **Flexible Work Week.** An employee may request to work a flexible work week consisting of four (4) days at ten (10) hours per day or a normal work week as defined above.
3. **Assigned Shift:** The District shall assign each Employee to a definite shift with designated beginning and ending times. Work schedules showing the Employee's shift, work day, hours, and contract days shall be given to each Employee annually along with their Notice of Continuing Employment (Article III, Section G, Subsection 1,b.), or to new Employees at the time they are employed. The Employee's shift shall not be changed subsequently between such annual notice without prior agreement with the Employee, or without one (1) week's written notice.
4. **Work Day:** The workday shall consist of eight and one-half (8 and 1/2) hours except during a Flexible Work Week.
5. **Clean Up:** Employees shall be granted at least a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean up, as needed.
6. **Part-Time Employee's Shift Rest Period:** The District shall grant Employees a fifteen (15) minute rest period for each four (4) consecutive hours of work, which shall be taken as near the middle of the four (4) hours as is practicable.
7. **Part-Time Employee Lunch Break:** Part-time Employees employed for four (4) consecutive hours or more shall be granted an unpaid duty-free lunch break of thirty (30) minutes.
8. **Loss of Lunch Period and/or Rest Periods:** The District shall grant Employees required to work through their regular lunch periods time to eat at a time agreed upon by the Employee and his/her supervisor. In the event the District required a full-time Employee to forego his/her lunch period and the Employee works his/her entire shift, including lunch period, he/she shall be compensated for the missed lunch period at time and one half (1 & 1/2). The same rule shall apply to loss of mandated rest periods.
9. **Delayed Opening:** When the opening of school is delayed, Employees who report to work shall receive a

minimum of two (2) hours pay. Weather, health and safety conditions permitting, such Employee(s) may be required to work the two (2) hours.

10. **FLSA:** All payment for hours worked, shall be in accordance with the Fair Labor Standards Act.
11. **Early Student Dismissal:** In the event the District grants an early dismissal of students for teacher-in-service, planning or similar purpose Employees shall not be reduced in hours but shall be given the opportunity for an assignment which shall fill out their normal work day.

#### **Section F. Overtime and Premium Pay**

1. **Distribution:** Overtime assignments shall be distributed as equally as possible, except in emergencies beyond the control of the District. The District shall provide Employees with as much advance notice as practicable in the assignment of overtime.
2. **Rate:** All hours worked in excess of forty (40) hours in one (1) work week, including any Saturday or Sunday work, shall be compensated at the rate of one and one-half (1 and 1/2) times the Employee's base hourly rate.
3. **Compensation Time:** In the event a supervisor requests or directs that an Employee work beyond his/her specified working hours, the District shall grant, at the Employee's request, compensating time off in lieu of pay. Compensating time off shall be granted at the mutual convenience of the District and the Employee. All compensating time can only be granted with prior written approval from a direct supervisor.

Compensation Time requested during the last week of school will be only granted for exceptional situations.

Compensation Time does not transfer from one fiscal budget to the next. Any Compensation Time remaining at the end of the fiscal year will be converted to pay or requested as Compensation Time by August 31.

4. **Call-Back:** Employees called back on a regular workday or called on a Saturday or Sunday shall receive no less than two (2) hours pay for such call-back at the appropriate rate provided call-back is not due to Employee neglect, in which case only actual time worked shall be paid. This provision shall not apply to Employee who does not physically leave the job for home or another destination away from the work site.
5. **Additional Pay for College Degrees:** Members of the bargaining unit who have earned an Associate's Degree from an accredited institution will receive an addition to their hourly rate of \$0.50/hour for all hours worked. Employees who have earned a four-year degree or higher from an accredited institution will receive an additional \$0.75/hour for all hours worked. This provision does not apply to any position for which a college degree is required as a condition of employment.

#### **Section G. Classification Differential**

Each Employee requested to work a shift regularly filled by a higher classification Employee, shall receive compensation equal to that normally received by the Employee in the higher classification after one (1) such day worked (cumulative) each year.

##### **Exception:**

1. **Custodian – when a Custodial Employee fills a Supervisor's regular work shift, he/she will be paid an additional two (2) dollars above his/her current rate of pay. The additional pay will be for no more than four hours per day or until the next custodial staff arrives for their regularly scheduled shift.**
2. **Head Cook – when an Assistant Cook or Kitchen Help fill a Head Cook position, he/she will be placed at the 1 Year pay cell of the Head Cook.**

#### **Section H. School Closure**

In the event of a school closure due to inclement weather, plant in-operation, or similar emergencies, the District shall make every effort to notify each Employee to refrain from coming to work. Employees who do not receive such notice and who report to work shall receive a minimum of two (2) hours pay in the event of such a closure. Weather, health and

safety conditions permitting, such Employee(s) may be required to work the two (2) hours.

## Section I. Travel Reimbursement

An Employee who is required to use his/her own vehicle as a part of his/her Employee responsibilities (including Employees who are required to travel between buildings) shall receive travel reimbursement equal to that amount paid by the State to State Employees.

## Section J. Training

1. **Required Courses:** Employees attending training courses required by State regulation or District policy as a condition of employment shall be paid by the District at the Employee's regular hourly rate of pay for all time in attendance, plus any fee or tuition.

Employees attending training courses or seminars requested by the Employee and approved by the District shall suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for training course fees and tuition shall be paid by the District.

2. **Physical Exams:** The District shall pay one-half of the full cost of physical examinations and/or x-rays required as a condition of employment when the District's physician is utilized. If the Employee prefers to use his/her own physician, the Employee shall be reimbursed up to a maximum of the one-half normally charged by the District's physician.
3. **Commercial Drivers License:** The District shall reimburse regular bus drivers for the cost of the skills test required for a commercial driver's license. Further, the District shall reimburse regular bus drivers for the cost of the knowledge test required for a commercial driver's license.
4. **Food Worker Health Certificate:** The District shall reimburse for the cost of the initial health certificate for food service Employees.
5. **Professional Development Committee:** The Professional Development Committee (PDC) will be made up of one BCPEA member from each classification, and the President or designee, plus one BCPEA member at large, to review requests and make recommendations for the distribution of District funds of two thousand dollars (\$2,000) for each year of the current contract. These monies are intended for professional development opportunities, including partial reimbursement for completed college courses.

Operational procedure will be determined by the PDC.

Requests for funds will be made to and approved by the PDC and sent to the Superintendent for review. If the Superintendent does not approve, the request will be returned to the PDC for appeal.

6. **Staff Development Core Competencies:** Para educators employed by the Bridgeport School District have received training in or have demonstrated their knowledge for the Core Competencies 1-14. Courses designed or designated as satisfying the criteria necessary for meeting the Core Competencies, which have been successfully completed prior to the starting date of this contract, shall be acknowledged and applied to the requirements.

All new employees hired or assigned to work with special education students shall be provided the opportunity to receive necessary training. Whenever possible, training shall be during the employee's work time at no additional expense to the employee. If the training is not available to an employee during his/her work time, the district shall cover expenses /materials necessary to complete the course(s).

The record of the satisfaction of the Core Competencies shall be maintained in the employee's personnel file in the district administration office. Satisfaction of Core Competencies may be through training, observation or interview. The employee may petition the district for recognition of having satisfied one or more of the Core Competencies through review of courses taken, an observation by a supervisor or through an interview with a supervisor.



**ARTICLE VIII. HOLIDAYS AND VACATIONS**

**Section A. Holidays**

1. **Paid Holidays:** The District shall grant Employees, who work full-time (2,080 hrs. annually) or more, the following paid holidays, on a FTE basis, provided that such holidays fall within their work year:

- |                            |                            |
|----------------------------|----------------------------|
| 1. New Year's Day          | 7. Veteran's Day           |
| 2. Martin L. King Birthday | 8. Thanksgiving Day        |
| 3. President's Day         | 9. Day after Thanksgiving  |
| 4. Memorial Day            | 10. Day before Christmas   |
| 5. Independence Day        | 11. Christmas Day          |
| 6. Labor Day               | 12. One "floating" holiday |

\*\* The District shall grant Employees, who work full-time, but less than 2080 hrs. annually, three paid holidays in 2018-19 and four (4) paid holidays in 2019-20, on a FTE basis, provided that such holidays fall within their work year:

1. Thanksgiving Day
2. Day after Thanksgiving (beginning in 2018-19)
3. Christmas Day
4. New Year's Day (beginning in 2019-20)

2. **Un-worked Holidays:** The District shall grant Employees holiday equal to their wage rate in effect at the time the holiday occurs.

3. **Double-Time for Holiday Work:** Employees who are required to work on the above described holidays shall receive twice their base rate for all hours worked on such holidays; provided that such work has been directed by or has prior District authorization.

4. **Unpaid Days.** The District shall grant Employees who work twelve (12) months (2080 hours annually) or more, an unpaid 261<sup>st</sup> day, on an F.T.E. basis. On Leap Years, the District shall grant Employees who work twelve (12) months (2080 hours annually) or more, an unpaid 262<sup>nd</sup> day, on an F.T.E. basis. This day must be taken in accordance with existing District leave policies.

**Section B. Vacations**

1. **Grant:** The District shall grant each twelve (12) month Employee vacation credit as follows:

<u>Years of Service</u>	<u>Vacation Days Granted</u>
1 - 4 years	12
5	15
6	16
7	17
8	18
9	19
10+	20

2. **Pay Credit:** The District shall grant pay credit for every regular workday an Employee is on vacation in an amount that is equal to that Employee's normal rate of pay.

3. **Use:** An Employee becomes eligible to use his/her vacation credit after reaching his/her first eligibility date. The eligibility date of an Employee shall occur on the anniversary date of his/her employment; provided, however, that Employees shall be eligible for benefits accruing during his/her first year of employment.

4. **Lay-Off Accumulation Bar:** The District shall count any Employee time on authorized leave and/or lay-off as

continuous service, provided that no vacation time shall accumulate for time on lay-off.

5. **Carry Forward:** At their option, Employees may carry forward any vacation days currently due (up to half of their annual allocation) but unused by their new accrual date each year. Such carry forward vacation days may be used for one (1) year following the accrual date. No Employee shall be denied accrued vacation benefits due to District employment needs.
6. **Self-Scheduling:** Annual Employees shall take their vacation at any time which does not unduly disrupt the normal activities of the District, with the approval of their supervisor.
7. **Severance:** Any Employee whose employment is ended shall receive payment for unused vacation credit with their final paycheck.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

### **Section A. Definitions**

1. The term "grievant" shall mean a bargaining unit member or group of bargaining unit members or the Association.
2. The term "grievance" shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement.
3. The term "days" shall mean Employee work days. After the last day of school and before commencement of the new term, days shall mean calendar days.

### **Section B. Time Limits**

1. **Grievant:** If the grievant fails to file or appeal according to these time lines, the grievance may not be further pursued and shall be resolved according to the last formal response.
2. **District:** In the event the District or its agents fail to meet a time line, the grievant may proceed to the next step of the procedure.
3. **Strict Adherence:** The specified time limits shall be strictly observed but may be extended by mutual concurrence of the Parties.

### **Section C. Rights to Representation**

1. **With an AR:** A grievant shall have the right to be accompanied by an AR at all steps of the grievance procedure.
2. **Self Representation:** In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two (2) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
3. **Outside Representation Bar:** No grievance may be processed with a grievant having representation other than him/her self or the Association.

### **Section D. Complaints**

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Employees may also be accompanied by an AR for representation purposes when pursuing a complaint.

## Section E. Procedure

Grievances shall be processed in the following manner:

**STEP 1. Supervisor:** The Parties encourage Employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

Within twenty (20) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the Employee's supervisor, who shall arrange for a conference between him/her self, the grievant, and the AR to take place within five (5) days after receipt of the grievance. Such supervisor shall provide the grievant and the AR with a written answer to the grievance within five (5) days after the meeting. Such answer shall include all reasons upon which the decision was based.

**STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent within five (5) days of the receipt of the decision in Step 1, or within five (5) days of the date such decision is due. The Superintendent shall arrange for a hearing with him/her self, the grievant, the first level supervisor, and the AR to take place within five (5) days of his/her receipt of the appeal. The Parties shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days to provide his/her written decision, together with the reasons for the decision to the grievant and the AR.

**STEP 3. Binding Arbitration:** If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the time line, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent within ten (10) days of the Superintendent's decision or its due date. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by AAA within ten (10) days of receipt of such panel.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both Parties shall be bound by the award of the arbitrator.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, shall be borne equally by the Parties; all other costs shall be borne by the Party incurring them.

## Section F. Miscellaneous Conditions

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals:** No reprisals of any kind shall be taken by the District or its agents against any Employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties:** The Parties shall cooperate in their investigation of any grievance; and shall furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an Employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an Employee and/or an AR access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected Employee or any issue in the proceeding in question.

4. **Released Time:** Should the investigation or processing of any grievance require that an Employee(s) or an AR(s) be released from their regular assignment, upon request of the Association, they shall be released without loss of pay or benefits.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. **Form:** The form for filing grievance is attached to and made a part of this Agreement as Appendix B.
7. **Association Grievance:** If a grievance affects a group of Employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one (1) supervisor, and grievances involving the administrator above the building level may be filed by the Association at Step 2.

ARTICLE X. DURATION

**Section A. Effective Dates**

This Agreement shall be in effect upon ratification and through August 31, 2020. It may be opened during its term if the Legislature passes laws that impacts the terms and conditions of Employees (to the extent of such impact), or upon mutual agreement, or as otherwise set out within the Agreement.

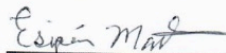
**Section B. Openers**


This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that the Agreement shall be reopened if the Legislature passes statutes that impact the terms or conditions of this collective bargaining agreement. Specifically the Agreement will be reopened to consider provisions in EHB 2242 concerning maximum wage increase and movement to average salaries as defined by rules and regulations provided by the State. The percentage increase in allocation for classified employees from the State for the 2019-20 school year will be passed through to the salary schedule (Appendix A).

Upon written notice given by the Association to the District not later than April 1, of each year, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than May 1.


EXECUTED THIS 28<sup>th</sup> day of June, 2018, at Bridgeport, Douglas County, Washington, by the undersigned officers, with the authority of and on behalf of the Parties.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Board Chairman

  
\_\_\_\_\_  
Superintendent

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief Negotiator

# Appendix A

## 2018-19 Bridgeport Classified Salary Schedule

	Probation/ Substitute	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-8	Years 9-11	Years 12-14	Years 15-17	Years 18-20	Years 21+
<b>Food Service</b>												
Head Cook	\$17.94	\$18.22	\$18.49	\$18.76	\$19.04	\$19.31	\$19.58	\$19.86	\$20.13	\$20.40	\$20.68	\$20.95
Assistant Cook	\$15.73	\$15.97	\$16.21	\$16.45	\$16.69	\$16.93	\$17.16	\$17.40	\$17.64	\$17.88	\$18.12	\$18.36
<b>Operations</b>												
Cust./Maint./Grounds	\$17.31	\$17.57	\$17.83	\$18.10	\$18.36	\$18.62	\$18.89	\$19.15	\$19.41	\$19.68	\$19.94	\$20.21
Tech Coordinator	\$22.51	\$22.86	\$23.20	\$23.54	\$23.89	\$24.23	\$24.57	\$24.91	\$25.26	\$25.60	\$25.94	\$26.29
<b>Clerical</b>												
Secretary	\$18.17	\$18.45	\$18.73	\$19.01	\$19.28	\$19.56	\$19.84	\$20.11	\$20.39	\$20.67	\$20.94	\$21.22
<b>Instructional</b>												
Para-professional	\$15.67	\$15.91	\$16.15	\$16.39	\$16.62	\$16.86	\$17.10	\$17.34	\$17.58	\$17.82	\$18.06	\$18.29
Librarian	\$16.14	\$16.38	\$16.63	\$16.87	\$17.12	\$17.37	\$17.61	\$17.86	\$18.10	\$18.35	\$18.60	\$18.84
Pre-school Lead	\$20.66	\$20.98	\$21.29	\$21.61	\$21.92	\$22.24	\$22.55	\$22.87	\$23.18	\$23.50	\$23.81	\$24.13
<b>Transportation</b>												
Bus Driver	\$19.80	\$20.10	\$20.40	\$20.71	\$21.01	\$21.31	\$21.61	\$21.91	\$22.21	\$22.52	\$22.82	\$23.12
	* Drivers will receive an additional \$0.25/hr while doing extra trips											
<b>Health Services</b>												
Nurse	\$31.77	\$32.26	\$32.74	\$33.23	\$33.71	\$34.19	\$34.68	\$35.16	\$35.65	\$36.13	\$36.61	\$37.10
	• Employees w/AA receive \$0.50/hr increase or \$0.75/hr for BA											

**APPENDIX B.**

**BRIDGEPORT SCHOOL DISTRICT/BRIDGEPORT/CPEA FORMAL  
GRIEVANCE FORM**

Name of Grievant \_\_\_\_\_

Assignment \_\_\_\_\_ Building \_\_\_\_\_ Date \_\_\_\_\_

Person to whom grievance is submitted. \_\_\_\_\_

Specific contract article violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brief description of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date violation occurred: \_\_\_\_\_

Date Grievant became aware of violation: \_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and Association President. Keep one (1) copy.

**APPENDIX C.**

**NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR  
BEING PLACED ON PROBATION**

You are being presented with this notice and option pursuant to the Agreement between the Bridgeport School District and the Bridgeport Classified Public Employees' Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District shall notify the Bridgeport/CPEA that this disciplinary action or probation notice has been given to you.

     / I **do** wish to have the Association notified that I have received this notice.

     / I **do not** wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action.

My signature indicates that I have received, read, and understand this notice.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**APPENDIX D.**



**EMPLOYEE EVALUATION REPORT FORM**

Employee's Name: \_\_\_\_\_

Position: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_ Time period covered by evaluation: \_\_\_\_\_

S = Satisfactory (Requires Personal Goals Statement)  
 N = Needs Improvement (Requires Plan for Improvement)  
 U = Unsatisfactory (Requires Plan for Improvement)

<b>CRITERIA</b>	<b>RATING</b>	<b>COMMENT</b>
ADAPTABILITY: Versatility, adjustment to job Ability to learn new duties	[     ]	
ATTITUDE TOWARD OTHERS: Willingness to cooperate and be agreeable with others	[     ]	
ATTITUDE TOWARD WORK:	[     ]	
DEPENDABILITY: Employee demonstrates ability to complete assignment	[     ]	
KNOWLEDGE OF JOB: Technical knowledge of job requirements	[     ]	
PUNCTUALITY: Maintains assigned working hours Meets time schedules for work assignments	[     ]	
QUALITY AND QUANTITY OF WORK: Quality in work and timeliness with which it is done	[     ]	

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.)

**APPENDIX E.**

**SEVEN TESTS OF JUST CAUSE**

The basic underlying principle in disciplinary cases is that the employer must have "just cause"

for imposing the disciplinary action. A common test for determining whether "just cause" existed was developed by Arbitrator Carroll R. Daugherty in the Enterprise Wire case (46 LA 359, 1966 and 50 LA 83). The guidelines appear in condensed form below.

*A "no" answer to one or more questions may mean that just cause wither was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.*

1. NOTICE: Did management adequately warn the employee of the possible consequences of the employee's disciplinary conduct?
2. REASONALBE RULES AND WORK ORDERS: was the employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation fof the employer's business, and (b) the performance that the employer might properly expect of the employee?
3. INVESTIGATION: Did the employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of the management?
4. FAIR INVESTIGATION: Was the employer's investigation conducted in a fair and objective manner?
5. PROOF: Did the investigation produce substantial evidence or proof of guilt?
6. EQUAL TREATMENT: Has the employer applied its rules, orders and penalties evenhandedly and without discrimination to all employees?
7. PENALTY: Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense