

Collective Bargaining Agreement

Between

Brinnon School District #46

&

Brinnon Education Association (ESP)

Bargaining Members

Patricia Beathard, Superintendent
William Barnet, Brinnon School Board
Lisa Johnston, BEA President, Teacher
Heidi Budnek Teacher
Roxanne Slimp, Lead Bus Driver, Para Educator

9/1/2018
to
8/31/2020

Table of Contents

ARTICLE I	5
THE AGREEMENT	5
Section 1	5
Preamble	5
Section 2	5
Recognition	5
Section 3	5
Status of the Agreement	5
Section 4	5
Conformity Law	5
Section 5	5
Contract Compliance	Error! Bookmark not defined.
Section 6	6
Distribution of Agreement	6
Article II	6
Rights	6
Section 1	6
Employer Rights	6
Section 2	6
Association Rights	6
Section 3	7
Dues/Representation Fees	7
Section 4	7
Rights of the Employee	7
Section 5	8
Personnel Files/Working Files	8
Section 6	8
Due Process	8
Section 7	9
Liability Insurance	9
Section 8	9
Facilities	9
Article III	9
Leaves	9
Section 1	9
Sick Leave	9
Section 2	10
Childbirth	10
Section 3	11
Professional Visitation	11
Section 4	11
Bereavement Leave	11

Section 5.....	11
Judicial Leave	11
Section 6.....	11
Unpaid/Other Leave	11
Section 7.....	11
Emergency Leave.....	11
Section 8.....	12
Personal Leave	12
Section 9.....	12
Association Leave	12
Section 10.....	12
Long-Term leave.....	12
ARTICLE IV.....	13
EMPLOYEE EVALUATION PROCEDURE	13
Article V	13
Seniority, Probation and Reduction I Force (RIF) Procedures	13
Section 1.....	13
Seniority.....	13
Section 2.....	13
Probation	13
Section 3.....	14
Reduction In Force (RIF).....	14
Article VI.....	14
Vacancies and Transfers/Increase or Reduction in Hours.....	14
Section 1.....	14
Vacancies and Transfers	14
Section 2.....	15
Increase/Reduction in Hours	15
Section 3.....	15
Substitutes	15
Article VII	15
Hours of Work, Expectations and Overtime	15
Section 1.....	15
Workweek	15
Section 2.....	15
Required Extra Hours.....	15
Section 3.....	15
Duty-Free Time.....	15
Section 4.....	15
Overtime.....	15
Section 5.....	15
Building Closure	15
Section 6.....	16

Student Discipline	16
Section 7	16
Meetings	16
Section 8	16
Make-up Time	16
Section 9	16
Temporary Shift	16
Article VIII	16
Grievance Procedure	16
Article IX	18
Notification of Employment	18
Section 1	18
Reasonable Assurance	18
Section2	18
Resignation	18
Article X	18
General Provisions	18
Article XI	19
Exhibits	19
Article XII	19
Wages and Insurance	19
Article XIII	19
Benefits	19
Article XIV	19
Reimbursement for Approved Professional Development	19
Article XV	20
Finality of Agreement	20
ARTICLE XVI	20
DURATION	20
Article XVII	20
Ratification of the Agreement	20

ARTICLE I
THE AGREEMENT

Section 1
Preamble

This Agreement is entered into by and between the Brinnon School District, acting through its Board of Directors, and the Brinnon Education Association. Hereinafter, the Brinnon School District shall be referred to as “the District.” The Board of Directors shall be referred to as “the Board,” and the Brinnon Education Association as “the Association.” The District, Board and Association shall collectively be referred to as “the Parties.”

Section 2
Recognition

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all employees included in the bargaining units as described hereinafter.
- B. Representation shall cover all non-administrative classified employees District and those who are on approved leave.
- C. The Association is recognized as the exclusive bargaining representative for substitutes as required by the Public Employees Relations Commission (PERC) precedent; however, the provisions of this agreement shall not be applicable to such substitutes. It is agreed that the Parties to this agreement shall meet annually to establish the rate of pay for substitutes represented by the Association.
- D. Within one hundred and eighty (180) days following execution of this agreement, the District will provide the Association with complete job descriptions for all employees subject to this agreement. The District will provide the Association with such amendments, changes and additions to job descriptions as they may from time to time occur.

Section 3
Status of the Agreement

This Agreement shall become effective when ratified by the Association, followed by the Board and executed by authorized representatives. The Agreement shall be amended only with mutual consent of the Parties, subject to the terms of this Agreement.

The administration of this Agreement may be discussed on a monthly basis with the superintendent or his/her designee.

Section 4
Conformity Law

If any provision of this Agreement shall be found contrary to law, such provision shall have effect to the extent permitted by law, but the remainder of the Agreement shall continue in effect for the duration of this Agreement.

Section 5
Distribution of Agreement

Within thirty (30) working days following the ratification of the Agreement by both Parties, the District shall make the Agreement digitally available to all employees. A copy of the Agreement shall be available for review to all applicants for vacant positions. All employees new to the District shall have access to a copy of the Agreement by the District subsequent to ratification.

The cost of copying and distributing the Agreement as well as that of any amendments shall be divided equally between the District and the Association. Both Parties to the Agreement shall mutually determine the format utilized. The Association shall be given two (2) additional copies of the Agreement.

Article II
Rights

Section 1
Employer Rights

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management official of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reason. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2
Association Rights

- A. Association has the right and the responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern, either orally or in writing.
- B. The Association may use school building facilities for meetings outside of school hours when such facilities are not in use. In all cases, the Association shall request permission from the superintendent or designee.
- C. The Association may post notices of activities and matters of association business:
 - On a designated bulletin board at each work site.
 - Through the use of District mail service.
 - Through the use of District email.
- D. Association posting privileges are subject to the following:
 - The Association will not post messages within the workplace that are knowingly untrue about any particular individual or group, including the District.
 - The Association will not use the privilege for religious purposes.
 - The Association may post information regarding WEA state legislative activity, but may not post information regarding support or lack of support for any political issue or political candidate.
- E. The Association may use the District's computers, duplication and audio-visual equipment, when otherwise not in use, provided that the Association shall reimburse the District for costs incurred.
- F. The District shall make available to the Association the names of all new employees within ten (10) working days from the date on which the employee was hired.

- G. The Association shall have access to annual financial reports, audits, budget documents, agendas and minutes of all Board meetings, and student enrollment data, provided however, the Association requests such information.
- H. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided that conferences or meetings between employees and Association representatives will occur during duty free time.

Section 3

Dues/Representation Fees

- A. The Association and its affiliates (Washington Education Association and National Education Association) shall have the right of payroll deductions of membership dues for employees who are members of the Association as provided in this section. . On or before August 1st of each school year the Association should give notice to the District the dollar amount of dues and assessments of the association which are to be deducted in the coming school year under all payroll deduction and the name of a designated charitable organization. The total of these deductions shall not be subject to change during the school year. Such deductions shall be remitted to the authorized Association representative.
- B. The Association shall provide an automatic payroll deduction authorization form to each employee who chooses to be a member. The employee shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year or within thirty (30) days of employment. Once the employee has signed, the dues deduction shall be continuous thereafter. The Association shall submit the automatic payroll authorization form to the District payroll office for processing. A table of pro-rata annual dues shall be provided to the District payroll office by the Association to determine the monthly dues deduction. The District shall provide for dues deduction through automatic payroll authorization and shall refrain from failing to perform said service.
- C. Revocation of membership shall be made in writing to the Association on the form available from the Association between the beginning of the school year and September 20 and shall become effective at that time. The Association shall submit notice of such revocation to the District payroll office.
- D. No member of the bargaining unit will be required to join the Association.
- E. The Association agrees to indemnify the District and hold it harmless against any suit or liability for damages that shall arise out of action taken by the District for the purpose of complying with the foregoing provisions of this section, provided such action has been authorized by the employee and such authorization has not been rescinded.

Section 4

Rights of the Employee

- A. It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participate in the management of the Association, including presentation of views by the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.
- B. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the District.
- C. Employees subject to this agreement have the right to have Association representative/s present at discussions between themselves and supervisors or other representatives of the District.

- D. Employees have the right to a safe working environment in keeping with the guidelines in District Policy 3231 Classroom Management Correction or Discipline (Exhibit A)
- E. Neither the District, nor the Association, shall discriminate against any employee subject to this agreement on the basis of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 5

Personnel Files/Working Files

- A. One (1) personnel file shall be maintained in the District for each employee. Contents of the file may include, but not be limited to, evaluation reports. Copies of annual contracts, copies of teaching certificates, and transcripts. A working file may be kept by the District.
- B. Material placed in the employee's permanent personnel file shall be available for review, provided that the employee shall arrange for an appointment with the superintendent or designee. Such review may be conducted in the presence of a District administrator. The employee may choose to have a witness during inspection of personnel files.
- C. Employees shall be notified within ten (10) working days of materials derogatory to an employee's conduct, service, character or personality placed in the file. The employee shall have the right to rebut any such information in writing with such a rebuttal to be attached to the document to which it is addressed. Any such rebuttal shall become part of the employee's personnel file. If the employee finds such material in his/her personnel file that was placed there without the opportunity of response, that material will be removed upon request of that employee.
- D. If an employee believes that material should be removed from the personnel file, such a request must be made in writing, to the superintendent. The request must include a statement by the employee as to why the material in question is no longer appropriate for inclusion in the file. The superintendent shall respond in writing to the employees request and state his/her rationale for approving or denying employee's request.
- E. Working files are not subject to inspection. Any documentation noted in any working file directly relating to employee discipline or adverse effect to contract status shall be called to the attention of the employee within ten (10) working days. The employee shall have the right to attach his or her own written comments. All material shall be removed from the working file after two (2) years.

Section 6

Due Process

No employee shall be reprimanded or disciplined without due process. All employees shall be afforded the right to have an Association representative present during any investigation which might lead to disciplinary action.

- A. An employee may not be disciplined without due process. Progressive discipline steps include verbal reprimand, written reprimand, suspension without pay, or termination. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when appropriate, depending on the nature of the issue. Any disciplinary action shall occur within a timely manner.
- B. An employee shall be entitled to have present a representative of the Association during any meeting which the employee believes could result in discipline or when the employee believes the representative may be of assistance in problem solving. This would include any meeting where pre-disciplinary action such as a warning or letter of expectation is being discussed. 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.
- C. It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this Agreement.

Section 7
Liability Insurance

Liability Insurance coverage for employees shall be provided to the extent required by law.

Section 8
Facilities

The building shall have the following facilities and equipment for employee use:

1. Space in each classroom to safely store instructional materials and supplies.
2. Access to a telephone.
3. A storage area for belongings.
4. Clean, lighted rest rooms.
5. Access to staff room.
6. Parking lot for parking.
7. Keys to building and rooms/s as deemed necessary by the Administration.
8. Computer Access

Article III
Leaves

Section 1
Sick Leave

- A. Twelve (12) days leave for disability arising out of illness, injury, childbirth complications, or illness in the immediate family shall be given each employee per year. Immediate family as defined by State law.
- B. For each absence due to the aforementioned disabilities, a deduction of hour for hour shall be made from the individual's accumulated sick leave.
- C. When an employee must be absent due to illness, injury, medical appointments or childbirth, the employee shall notify the district secretary as soon as possible to secure a substitute and/or coverage of duties. In any event, such notification shall be given to the district secretary at least two (2) hours if possible prior to the commencement of the employee's workday.
- D. Leave for routine childbirth of an immediate family member shall be limited to three (3) working days per school year.
- E. The District reserves the right to request a physician's certificate as proof of disability for any absence of more than five (5) consecutive days.
- F. By July 31st of the school year, the District shall provide each employee with an accounting of their accumulated sick leave.

- G. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination with the District.
- H. An employee who is unable to perform District responsibilities due to extended personal illness or other disability may request temporary disability leave with pay to the extent of accumulated sick leave days. Provided, further, that exhaustion of sick leave may result in the granting of temporary disability without pay or leave share.
- I. When an employee takes leave as a result of an injury, the District shall be notified as soon as possible. Copies of any claims for employment compensation under workman's compensation or industrial accident plans shall be made to the District.
 - 1. If additional employment compensation from the State is paid to an employee who is receiving district pay for any injury, the employee shall immediately remit such compensation to the District.
 - 2. A full written report of any disabling accidents or injuries to any employee shall be given to the District within ten (10) calendar days of the injury by the injured employee or his/her doctor.
 - 3. No employment compensation shall be paid by the District to any employee who is injured while employed by any employer other than the District, self-employed, or off-duty.
- J. An employee who has more than twenty-two (22) days of accumulated sick leave may choose to have the District transfer a specified amount of sick leave to other members of the bargaining unit. Transfer cannot result in accumulated sick leave of less than twenty-two (22) days. Such transfer of sick leave is voluntary. Request to donate or transfer leave must be made in writing and for the benefit of a specific employee.
 - 1. To be eligible for transferred leave, an employee, relative or household member must suffer from an illness, impairment, or physical or mental condition which is likely to cause the employee to go on leave without pay or to terminate employment.
 - 2. If more than one (1) employee is offering to transfer sick leave to another employee, the leave transfer shall be made in a fair and equal manner. Sick leave days will be drawn from contributors on a rotation schedule, one day at a time, from each contributor. The District and the Association shall draw the rotation on a random basis.
- K. The district will pay sick leave cash out as authorized by the state law. Should the state rescind sick leave cash out, this provision will become immediately null and void.

Section 2

Childbirth

- A. Employees may use sick leave for their own period of disability, care of a spouse who is disabled due to childbirth, or to care for the child's health condition. The District shall allow federal or state Family Medical Leave Act for eligible employees for leaves of absence without pay for up to twelve work weeks due to childbirth for a mother or father.
- B. Employees returning from such leave to full-time employment shall have all previously accrued benefits reinstated at the time of return. Employees shall have the option of maintaining the District medical insurance coverage at the employee's expense, provided, however, that such option(s) is approved by the carrier.
- C. A request for childbirth leave shall be made at least thirty (30) calendar days prior to the expected birth. The request shall specify:
 - 1. The anticipated date of birth.
 - 2. Date leave is to commence and end.
 - 3. Number of sick leave days to be applied to childbirth leave.

- D. . At the time leave is requested, the duration of the leave shall be established, subject to modification for unforeseen circumstances and if based on medical reasons verified in writing by the employee's health care provider.
- E. Employees on leave shall be entitled to return to the same or a comparable position held prior to the commencement of leave.
- F. . Employees may use sick leave for their own period of disability, care of a spouse who is disabled due to childbirth, or to care for the child's health condition.

Section 3

Professional Visitation

. The District shall make available no less than one (1) day per year for each employee to attend an away-from-school in-service or observation opportunity of his/her choice. The District shall pay for substitute cost and such leave shall be non-accumulative. The employee shall pay costs of travel and any fees for attending leave activities, unless otherwise agreed in writing with the Superintendent. Additional professional leave days may be granted at the discretion of District administration.

Section 4

Bereavement Leave

Employees shall be entitled to five (5) non-accumulative days, with pay, per occurrence for the death of a relative. For the purposes of this agreement, a relative shall be defined as a spouse, child, fetus, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparents, and others approved by the superintendent. Leave without pay may be taken for the death of a close friend.

Section 5

Judicial Leave

In the event an employee is summoned to serve as a juror or appear as a witness in court, except as a witness adverse to the District, or is named as a co-defendant with the District, such employee shall receive his/her per diem pay for each day of required presence in court. In order for assigned jury duty not to be deducted from any leaves, the employee shall surrender his/her reimbursement for jury duty to the District upon receipt.

Section 6

Unpaid/Other Leave

All other leaves shall be considered on an individual basis, and shall be uncompensated. All requests for leave shall be submitted to the Superintendent. In any event, the granting of, or disapproval of, leaves shall not be considered as precedent setting nor subject to the grievance procedure of this Agreement.

Section 7

Emergency Leave

No more than two (2) days emergency leave shall be granted by the District in any one year; however, additional days of leave may be granted at the discretion of the superintendent. Emergency leave is non-accumulative and is not to be deducted from sick leave.

Section 8

Personal Leave

The District shall grant three (5) days personal leave per year (deducted from sick leave), subject to the following restrictions:

1. May be used immediately adjacent to (either before or after) vacations or holidays subject to the following criteria;
 - a. Be requested minimum 20 calendar days in advance;
 - b. Be subject to substitute availability;
 - c. Drawing by lot on the 19th day before the requested leave date;
 - d. No more than one classified employee may be granted personal leave on any one day.
2. The superintendent may waive the above requirement due to unusual or emergency circumstances beyond the employee's control. Non adjacent holiday/vacation leave requests must be requested at least twenty-four (24) hours in advance;
 - a. Must be approved by the employee's immediate supervisor;
 - b. No more than one (1) classified employee may be granted personal leave on any one day;
 - c. Cannot be used to fail to report to work due to snow or other inclement weather conditions;
 - d. Cannot be used during the first or last week of the school year;
 - e. Must be taken in full or half-day increments;

Personal leave is deducted from the yearly sick leave allotment.

Section 9

Association Leave

The District shall grant up to four (4) days Association leave per year. Such leave shall be non-accumulative. The BEA President or **one** designee of the Association can take such leave on any given day. The Association shall pay the costs of the substitute for Association leave.

Section 10

Long-Term leave

A leave of one (1) year without pay may be granted upon application to the Board by an employee on the following basis:

1. Employees must have been employed by the District for four (4) consecutive years prior to the year in which the leave is requested.
2. Employees on this leave shall spend time in an accredited college program or in other work experiences, or in travel, or for child care, or reasons of health, or any other reason the district deems acceptable.
3. Employees requesting a long-term leave shall apply by April 1 to the superintendent. The superintendent shall make a recommendation to the Board. The Board shall make the final determination by May 15.

4. An employee on a professional leave may return to the Brinnon School District to a comparable position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such notice must be received by April 1 of the school year prior to his/her intended return.
5. Employees on long-term leave shall retain all accumulated leave. A leave of one (1) year shall be granted a teacher, providing a satisfactory replacement is available for the time period specified. Only one (1) long-term leave per year may be granted to employees covered by this Agreement. The Board may extend the leave for an additional year if requested by the employee.

ARTICLE IV

EMPLOYEE EVALUATION PROCEDURE

Annual evaluations shall be presented to each employee no later than the last scheduled day of instruction. A copy will be provided the employee upon presentation. Employees shall have the right to attach a written response to any evaluation which is placed in the employee's official personnel file (Exhibit C)

Article V

Seniority, Probation and Reduction I Force (RIF) Procedures

Section 1

Seniority

The seniority of an employee within a job classification shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date" unless such seniority shall be lost as hereinafter provided. Seniority rights shall be effective within the general job classification. As used in this agreement, general job classifications are those set forth on the wage rate schedule.

The seniority rights of an employee shall be lost for the following reasons:

- Resignation
- Discharge for justifiable cause;
- Retirement; or Change in job classification within the bargaining unit, as hereinafter provided.

Seniority rights shall not be lost for the following reasons without limitation:

- Time lost by reason of industrial accident, industrial illness or judicial leave;
- Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- Time spent on other authorized unpaid leaves; or
- Time spent on layoff status as hereinafter provided.

Employees who change job classifications within the bargaining unit shall retain their hire date in the previous classification for a period of five (5) years, notwithstanding that they have acquired a new hire date in a different classification, either hire date shall be lost as stated above in this section and former hire date may not be utilized unless the employee has been subject to a reduction in force in his/her classification.

Section 2

Probation

Each new hire shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date. During this probationary period the District may discharge such employee at its discretion.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to the hire date.

Section 3
Reduction In Force (RIF)

In the event the District determines there is cause for a reduction in the employment force of the District, such reductions shall be made in writing by last day of the school year on the basis of the following criteria which are listed in order of priority.

1. Needs of the District
2. Seniority
3. Qualifications

Employees whose employment status has been reduced shall be placed in an employment pool for one (1) year and recalled on the basis of the aforementioned criteria. Those employees placed in the employment pool shall receive first priority for the substitution needs of the District and shall be considered along with current employees for any open positions for which they are qualified.

Employees on RIF status shall file their addresses in writing with the District and shall thereafter promptly advise the District in writing of any change of address.

An employee shall forfeit rights to reemployment if they do not notify the District of their correct address or do not respond to the offer of reemployment within fifteen (15) calendar days.

An employee on RIF status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to RIF.

Article VI
Vacancies and Transfers/Increase or Reduction in Hours

Section 1
Vacancies and Transfers

- A. The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the president of the Association.
- B. The employee with the earliest hire date shall have preferential rights regarding shift selections and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee/s, the District shall set forth in writing to the employee/s and the Association president its reasons why the senior employee/s have been bypassed.
- C. When current employees do not possess the necessary qualification/skills the district may post and hire externally.

Section 2
Increase/Reduction in Hours

- A. If the District has additional work of not more than two (2) hours per day, per school year, per employee, the time will be offered to the most senior, qualified employee who is available to perform the work when it does not create an overtime situation or it does not conflict with their current work schedule.
- B. If the District needs to reduce hours of not more than two (2) hours, per day, per school year, per employee, the time will be decreased from the least senior employee in the affected job classification.

Section 3
Substitutes

In the event a substitute is required, consideration will first be granted to current qualified employees by seniority listing selection. Consistency in program implementation will be consideration in determining the final substitute.

Article VII
Hours of Work, Expectations and Overtime

Section 1
Workweek

The normal workweek shall consist of not more than five (5) consecutive work days, Monday through Friday, or as defined by the District job position when a position is for less than five (5) consecutive days. Each employee shall be assigned to a definite shift with designated times of beginning and ending. The shift shall not be changed without communication between the employee and supervisor. Said work weeks shall be reflected on a mutually agreed upon monthly time sheet.

Section 2
Required Extra Hours

Staff will leave at 11:30 on the day before Thanksgiving, Winter Holiday, Spring Break, and the last day of school. This allows for some trade time for four after school events for most classified employees, if not previously paid.

Section 3
Duty-Free Time

All employees working more than four (4) consecutive hours shall be granted an uncompensated, duty-free lunch period not to exceed thirty (30) minutes. In the event the district requires an employee to work during a scheduled lunch period, the employee shall be compensated for the extra time worked, or the lunch may be rescheduled. A duty-free rest period fifteen (15) minutes shall be granted and scheduled for each four (4) hours of work during the work day.

Section 4
Overtime

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

Section 5
Building Closure

In the event of unusual school closure due to inclement weather, plant in-operation or other emergency, the District agrees to work with the Association regarding the effect on the wages, hours and working conditions of bargaining unit employees.

Section 6
Student Discipline

- A. In the maintenance of a sound learning environment, the District shall expect each employee to maintain acceptable behavior on the part of all students. Employees shall be required to enforce discipline fairly and consistently. Such discipline shall be consistent with applicable federal and state law, District policies, District Handbook, and in the interests of students.
- B. The District shall support employees in their efforts to maintain discipline and shall give response to all employee's requests regarding discipline problems.
- C. Employees shall have access to all Board policies, laws, and regulations relevant to student discipline.

Section 7
Meetings

Employees will receive their regular hourly rate for required meetings attended beyond regular work hours.

Section 8
Make-up Time

Lost time due to unexpected school closure must be make up within thirty (30) calendar days of the school closure or request a leave without pay for said time. Exceptions to this must be documented and approved in writing by the Superintendent.

Section 9
Temporary Shift

Employees who are assigned a temporary (less than 10 working days) shift in a position with a higher rate of pay shall be compensated all hours worked at the higher rate of pay at the employee's normal seniority step on the pay scale.

Article VIII
Grievance Procedure

- A. Purpose
The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems with regard to the expressed terms of this Agreement.
- B. Definitions
A grievance is a claim based upon an alleged violation of the collective bargaining agreement and district policy. The claims must, in all cases, be filed within twenty (20) working days in which the employee was affected or had knowledge of the alleged violation.
- C. Procedure
Grievances shall be processed as rapidly as possible. The number of days in each step shall be considered as a maximum, and effort shall be made to expedite the process. Time limits under unusual circumstances may be extended with mutual agreement. If at the end of the twenty (20) work days following either the occurrence out of which the agreement arose, or the first date which the grievant should have had knowledge of such occurrence, the grievance shall not have been pursued to have been waived.

1. Step One

An employee with a grievance shall discuss the grievance first with the superintendent. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor (Exhibit F). Within five (5) working days after the written grievance is presented, the superintendent shall render a decision thereon, in writing, to the grievant. (Exhibit G)

2. Step Two

If no settlement is reached at Step Two within the specified or agreed time limits, the grievant may, through the superintendent, request that the grievance be heard before the Board of Directors of the Brinnon School District. In any event, such hearing shall be held within thirty (30) working days from the date on which the superintendent received the request for a hearing before the Board. The Board of Directors shall, within ten (10) working days after the hearing, render a written decision to the grievant.

3. Step Three

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition to the Board.

D. Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the Parties.

E. Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form. The arbitrator shall have no power or authority to rule on any of the following:

Any matter involving employee probation procedures, discharge, non-renewal or reduction-in-force.

F. Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the Parties. Failure of the grievant to proceed with her/his grievance within the time limits herein provided, shall result in the dismissal of the grievance.

Failure of the board or its representatives to take the required action within the time limits provided herein, shall entitle the grievant to proceed to the next step on the grievance process.

G. Scope of Procedure

Absent mutual agreement of the Parties within ten (10) days on the source of an arbitrator and the rules under which she/he will function, the arbitrator shall be chosen from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) panel.

Article IX
Notification of Employment

Section 1
Reasonable Assurance

The District shall give employees a letter of “Reasonable Assurance of Employment” for the following school year no later than the last day of the current school year. Employees not receiving a letter of reasonable assurance have no assurance of continued employment with the District and will receive written notification.

Section 2
Resignation

An employee shall give the District at least two (2) weeks written notice of resignation or retirement.

Article X
General Provisions

- A. Employees shall be compensated in accordance with the provision of the agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked and rates paid with each paycheck.
 - i. For extra pay an average of an employee’s regular pay rates shall be paid to said employee when no specific job duty is defined.
 - ii. If an employee’s extra pay is generated by a specific job duty then that defines their rate of pay.
 - iii. Disputes shall be resolved by mutual agreement between the Association and the District.
- B. Wages for employees subject to this agreement, during the term of this agreement, are contained in Exhibit F.
- C. Internally filled substitutes will be paid at their highest earned wage rate or the established substitute rate of pay, whichever is higher.
- D. Externally filled substitutes will be paid at step 1, on Exhibit F.
- E. A temporary substitute with exceptional qualifications may be paid at a higher rate on the pay scale at the discretion of the superintendent.
- F. Long-term substitute rate of pay will be mutually agreed upon by the District and the Association. Long-term shall be defined 30 or more working days.
- G. All new employees must work for at least ninety (90) calendar days excluding winter break in a school year to be considered having completed a full year for wage step movement.
- H. Bus drivers will be paid their regular rate of pay during field trip and other off-campus driving assignments. Drivers will be expected to perform other duties as directed by the District during non-driving times.
- I. Medical physicals that are currently required by the Washington State law for bus drivers shall be paid/reimbursed for said employees not covered by the employee’s medical program, up to three hundred dollars (\$300) per employee. Sub drivers may apply to the superintendent for reimbursement for said physicals.
- J. One –twelfth (1/12) of the employee’s annual salary shall be paid on or before the last weekday of each month or prorated from the date of hire.
- K. Should an employee contract be terminated by mutual consent during the school year, the employee will receive a full wage which bears the same ratio to the whole wage, provided the number of days of service performed by the employee bears to the total number of contractual days in the employee’s work year as established by the Board of Directors
- L. Employees utilizing their private automobile to travel on authorized preapproved school business shall be compensated at the Washington State rate.

Article XI
Exhibits

Exhibit A – The most updated version of Policy 3240 & 3241

Exhibit B– School Calendar

Exhibit C – Evaluation Form

Exhibit D – Grievance Complaint

Exhibit E – Grievance Decision of Superintendent

Exhibit F – Wage Rate Schedule

Exhibit G – Administrative Flow Chart

Article XII
Wages and Insurance

- A. The wages, insurance and any other benefits in this Agreement are entered into, subject to the limitations and funding of Washington State law and the Appropriations Act in effect when the wages, insurance and other benefits are payable.
- B. It is the intent of the Employer and the Association to comply with the limitations imposed by Washington State law and the Appropriations act in effect when the wage is payable. No provisions of this Agreement shall be interpreted or applied so as to place the employer out of compliance with the wage limitations imposed by state law or to cause a wage increase to be paid in excess of the increase funded by the state.
- C. In the event a state agency determines that the District is out of compliance with state law or the State Appropriations Act in effect when the wage is payable, or if the District makes payments there under in excess of the wage increase funded by the state, then the District may reduce the increase on the base wage to bring the district in compliance.

Article XIII
Benefits

Employees working less than full-time shall have their insurance benefits pro-rated according to their FTE status. The District agrees to provide employees' access to IRS Code, Section 125 for medical premiums only. The parties agree to a pooling concept allowing for the full utilization of the state-funded amount per FTE employee. The Parties will meet to determine the best method of distribution of the above funds. The parties agree that effective January 1, 2020, this provision will expire and health insurance benefits will be provided to employees through the school employees' benefits board program.

Article XIV
Reimbursement for Approved Professional Development

The District hereby establishes a program of reimbursement for approved professional development in accordance with the following criteria:

- 1. Funds not already prepaid by the District may be reimbursed to an employee during any contract year for the cost of preapproved registration/tuition for professional conferences, workshops, in-services or college courses.

2. All requests for reimbursement must be approved prior to enrollment in the development activity. In determining whether or not to approve a request for reimbursement, the administration shall consider whether the request being made would help the applicant better meet District goals and/or be directly related to the courses being taught by the applicant, and/or would help the applicant to better achieve goals established in the applicant's professional growth plan.
3. Verification of attendance and successful completion of the development activity and receipts of payment must be presented to the District before the end of the contract year in which reimbursement was requested.

Article XV
Finality of Agreement

- A. It is agreed between the Parties that this Agreement constitutes the entire Agreement between the Parties hereto and no settlement, promise, past practices, or inducement which are not contained herein shall be binding or acknowledged. Provided, further, that this Agreement may not be enlarged, modified or altered except with written consent of all Parties. Further, this Agreement may be reopened only at the mutual approval of the Parties and after written notice has been received. Such notice shall include specific areas to be reopened; provided, however, that upon request of either party, the selection of provider(s) of health insurance plans through December 31, 2019, and any impacts of the transition of health insurance to the school employees' benefits on January 1, 2020 may be reopened for negotiation ninety (90) days prior to September 1, 2019.

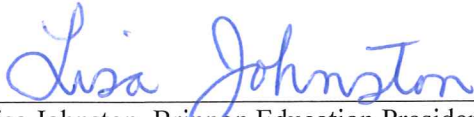
ARTICLE XVI
DURATION

- B. This Agreement will become effective upon ratification by the Association and followed by the Board of Directors. The Agreement shall remain in effect from September 1, 2018 through August 31, 2020. Negotiation for a successor Agreement shall commence in 2020, ninety (90) calendar days prior to the termination of this Agreement.

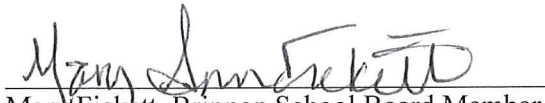
Article XVII
Ratification of the Agreement

Approved and ratified by the Board of Directors, Brinnon School District, as recorded in the minutes of the Board's meeting on _____ and by the Brinnon Education Association as agreed to by the Associations representatives on August 11, 2018.

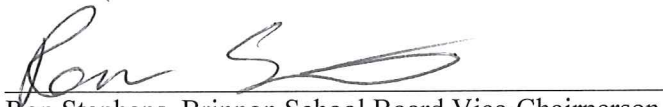
Signature Page


Lisa Johnston, Brinnon Education President

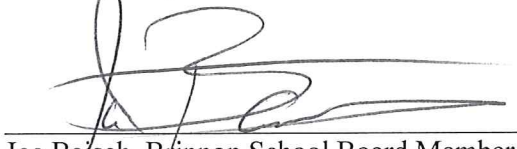
9-7-18
Date


Mary Fickett, Brinnon School Board Member

9-18-18
Date


Ron Stephens, Brinnon School Board Vice-Chairperson

9-18-18
Date


Joe Baisch, Brinnon School Board Member

9/18/18
Date


William Barnet, Brinnon School Board Chairperson

9/18/18
Date


Shirley Towne, Brinnon School Board Member

9-18-18
Date


ATTEST: Patricia Beathard, Brinnon School Superintendent/Secretary to the Board

Date

**Memorandum of Understanding
between the
Brinnon Education Association
and the
Brinnon School District**

**Health Care Benefits
Under ESSB 5940**

To implement the changes in the law created by ESSB 5940, the parties enter into the following agreement. Except as specified below, all other terms and conditions of the collective bargaining agreement remain in force.

Additional Benefits

In addition to the benefits described in the collective bargaining agreement, the following health insurance plans will be offered.

1. *WEA Select High Deductible Health Plan*
2. Health Savings Account (HSA). This account will be made available by the District through the same provider that currently supplies the Section 125 Flexible Spending Account (FSA) available to bargaining unit members. Additionally, a Limited FSA plan, applicable only to dental, orthodontia, and vision, will be offered as an option for those members who have selected a High Deductible Health Plan in order to be compatible with an HSA in accordance with IRS code.
3. *WEA Select EasyChoice Plan*, with a new rate structure designed to require an employee premium share that are no greater than the premium share experienced by state employees during the state employee benefits year that started immediately prior to the school year.

These plans will be offered to bargaining unit members no later than the first day of the month following the earliest date on which the plans become available to the district.

Open, Competitive Process

In that the above plans must be offered within a short time frame, and state agencies have not yet developed the rules and guidelines that describe the requirements or mechanism for such a process, the parties agree to defer any bidding process to a future year. A process will be negotiated between the parties at a future date following the publication of such rules and guidelines that will be in compliance with the law and will involve the Association and the District as equal partners.

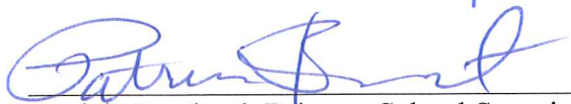
Progress toward a 3:1 Premium Ratio

The parties agree to explore options for making progress toward a 3:1 ratio between family and single rates in the future, following the publication of relevant state regulations and guidelines. As a part of this effort, future consideration will be given to plans with modified rate structures that create progress toward the target ratio, modifications to pooling arrangements, and other potential methods.

Duration of Agreement

This memorandum of understanding will be in effect from the date of its signature until the expiration of the collective bargaining agreement that is applicable to the 2018-2020 school years.

Agreed on the 7 day of September, 2018

A handwritten signature in blue ink, appearing to read "Patricia Beathard", written over a horizontal line.

Patricia Beathard, Brinnon School Superintendent, Secretary to the Board

A handwritten signature in blue ink, appearing to read "Lisa Johnston", written over a horizontal line.

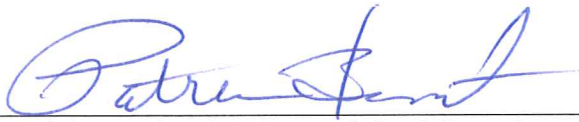
Lisa Johnston, Brinnon Education Association President

**Memorandum of Understanding
Between the Education Association
and the
Brinnon School District #46**

The following proposal is agreed upon by the Association and the District for the 2018-2020 contract years.

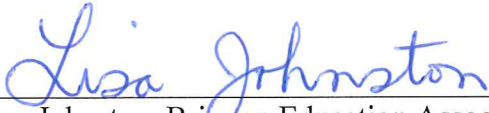
If the Brinnon School District Transportation Department does not have a qualified substitute bus driver for times that a substitute is needed for district use the following protocol will be followed:

- A. Substitute bus driver(s) may be available from the neighboring school district(s), Quilcene, Chimacum or Port Townsend. If a bus driver from one of the afore mentioned school districts is utilized by the Brinnon School District, their pay rate will reflect the pay rate they are currently receiving in their "home" district, whenever the home district hourly pay rate is higher.
- B. The higher pay rate will be in effect for "student bus runs" and not for "maintenance runs."
- C. The Brinnon School District will continue to make every effort to recruit their own employees for the substitute bus position and should an internal candidate become available, their services will be used first (higher priority) before an "outside the district" employee is used whenever possible.



Patricia Beathard, Brinnon School Superintendent, Secretary to the Board

Date



Lisa Johnston, Brinnon Education Association President

9-7-18

Date

Exhibit A

Policy 3241 to be approved at September 2018 board meeting

Brinnon School District #46 2018/2019

August 2018

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018 (18)

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

October 2018 (23)

Su	M	T	W	Th	F	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018 (19)

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018 (15)

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

January 2019 (17)

Su	M	T	W	Th	F	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

Teacher In-Service

September

Labor Day (No School)

First Day of School

Early Release 11:00: Teacher In-Service

October

Early Release 11:00: Teacher In-Service

November

Early Release 11:00: Teacher In-Service

End of 1st Quarter

Veterans Day Observed (No School)

Early Release 11:00: Parent/Teacher Conferences

Early Release 11:00: Thanksgiving Break

Thanksgiving Break (No School)

Early Release 11:00: Teacher In-Service

December

Early Release 11:00: Winter Break

Winter Break (No School)

January

Dec 31-Jan 4 Winter Break, New Year's Day (No School)

Early Release 11:00: Teacher In-Service

MLK, Jr. Day (No School)

No School; Snow Make-up Day, if needed

February

End of 2nd Quarter

Early Release 11:00: Teacher In-Service

Presidents Day (No School)

March

Early Release 11:00: Teacher In-Service

Early Release 11:00: Spring Break

April

Spring Break

End of 3rd Quarter

Early Release 11:00: Parent/Teacher Conferences

Early Release 11:00: Teacher In-Service

May

Early Release 11:00: Teacher In-Service

Snow Make-up Day, if needed

Memorial Day (No School)

June

Early Release 11:00 Teacher In-Service

End of 4th Quarter; Early Release 11:00: Last Day of School

February 2019 (19)

Su	M	T	W	Th	F	Sa
					[1]	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019 (21)

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 2019 (17)

Su	M	T	W	Th	F	Sa
31	1	2	3	4	5	6
7	8	9	10	11	[12]	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019 (21)

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019 (10)

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July 2019

Su	M	T	W	Th	F	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



11:00 Early Release



11:00 Early Release Parent/Teacher Conferences



No School



Snow Make-up Days

[] End of Quarter

School Board Approved

BRINNON SCHOOL DISTRICT #46
PERFORMANCE APPRAISAL FOR CLASSIFIED EMPLOYEES

Employee:

Evaluation Date:

Job Classification:

School Year:

This employee is being evaluation on the job currently being performed. Appraisal on each category is made independently of the other categories. Comments are encouraged for most categories; required with a NEEDS IMPROVEMENT or UNSATISFACTORY rating.

1. Relates effectively with students, teachers, parents, staff and supervisor.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

2. Demonstrates skill necessary for the successful fulfillment of the position.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

3. Takes appropriate initiative and follows through on tasks independently.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

4. Is punctual and regular in attendance.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

5. Is accurate and consistent.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

6. Responds appropriately to constructive criticism.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

7. Maintains confidentiality on school issues and personal matters pertaining to individuals (students, staff, volunteers, etc.)

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

8. Makes good use of opportunities for personal and job related skill development – both district sponsored and individually initiated.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

9. Makes good use of time – sticks to assigned tasks and job description.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

10. Overall performance.

☐ Outstanding ☐ Strong ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS:

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.

Signature of Evaluator

Title Date

I have reviewed this report. My signature does not necessarily indicate my agreement with this evaluation.

Signature of Employee

Date

The employee may submit a written comment to be attached to this evaluation.

Form: **Complaint by the Aggrieved**
Form distribution: **Immediate Supervisor**
Brinnon School Education Association President
Grievant

Complaint by the Aggrieved

Grievant Name: _____ Date of formal presentation: _____
Immediate Supervisor: _____ Phone: _____
Subject area or grade: _____ Years in school system: _____
Association representative: _____

Statement of Grievance

Relief Sought

Signature of Grievant

Form: **Decision by Superintendent**
Form distribution: **Brinnon Education Association**
Grievant

Decision of Superintendent

(to be completed by the superintendent within 10 days of receipt of grievance)

Grievant Name: _____

Date of oral presentation: _____

Date of appeal received by superintendent: _____

Date of hearing held by superintendent: _____

Subject area or grade: _____ Years in school system: _____

Association representative: _____

Decision of Superintendent and Reasons

Signature of Superintendent

Exhibit F Brinnon School 2018-2020 Classified Wage Rate Scale

8/21/2018

2018-2019: 5% Increase; Eliminate Sub/Probation column

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Upon Hire	3%	3%	3%	3%	3%	3%	3%	3%	3%
	Year 1	Year 2-3	Year 4-5	Year 6-7	Year 8-9	Year 10-11	Year 12-13	Year 14-15	Year 16-17	Year 18+
Food Service Director	\$ 18.22	\$ 18.77	\$ 19.33	\$ 19.91	\$ 20.51	\$ 21.13	\$ 21.76	\$ 22.41	\$ 23.08	\$ 23.77
School Cook	\$ 14.00	\$ 14.42	\$ 14.85	\$ 15.30	\$ 15.76	\$ 16.23	\$ 16.72	\$ 17.22	\$ 17.74	\$ 18.27
Playground/ Lunch/Crossing Guard/Paraeducator	\$ 14.00	\$ 14.42	\$ 14.85	\$ 15.30	\$ 15.76	\$ 16.23	\$ 16.72	\$ 17.22	\$ 17.74	\$ 18.27
Maintenance/Grounds Keeper	\$ 15.81	\$ 16.28	\$ 16.77	\$ 17.27	\$ 17.79	\$ 18.32	\$ 18.87	\$ 19.44	\$ 20.02	\$ 20.62
Lead Driver	\$ 19.30	\$ 19.88	\$ 20.48	\$ 21.09	\$ 21.72	\$ 22.37	\$ 23.04	\$ 23.73	\$ 24.44	\$ 25.17
Driver	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19	\$ 21.83
Library/Media Specialist/Technology Coordinator	\$ 18.22	\$ 18.77	\$ 19.33	\$ 19.91	\$ 20.51	\$ 21.13	\$ 21.76	\$ 22.41	\$ 23.08	\$ 23.77
Business Office & Personnel Manager	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.11	\$ 20.71	\$ 21.33	\$ 21.97	\$ 22.63	\$ 23.31	\$ 24.01

2019-2020 - increase of IPD to be applied to Step 1

BRINNON SCHOOL DISTRICT ADMINISTRATIVE FLOW CHART

