

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**BREWSTER SCHOOL DISTRICT**

AND

**PUBLIC SCHOOL EMPLOYEES**

**OF BREWSTER**

SEPTEMBER 1, 2007 - AUGUST 31, 2010

**PSE STATE OFFICE**

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## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF THE EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	3
ARTICLE V ASSOCIATION REPRESENTATION	4
ARTICLE VI HOURS AND WORKING CONDITIONS	4
ARTICLE VII LEAVES	6
ARTICLE VIII HOLIDAYS	11
ARTICLE IX PROBATION, SENIORITY AND LAYOFF PROCEDURES	13
ARTICLE X DISCIPLINE AND DISCHARGE OF EMPLOYEES	14
ARTICLE XI INSURANCE	15
ARTICLE XII ASSOCIATION MEMBERSHIP	15
ARTICLE XIII GRIEVANCE PROCEDURE	16
ARTICLE XIV TRANSFER OF PREVIOUS EXPERIENCE	17
ARTICLE XV SALARIES AND EMPLOYEE COMPENSATION	18
ARTICLE XVI EFFECT OF AGREEMENT	19
SCHEDULE A 2007-2008	20
VERBAL REPRIMAND FORM	21
SCHOOL YEAR WORKDAY CALENDAR	22
SIGNATURE PAGE	23

1  
2  
3  
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**P R E A M B L E**

This Agreement is made and entered into between Brewster School District (hereinafter “District”) and Public School Employees of Brewster, pursuant to RCW 41.56.

**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.** The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit and the Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

**Section 1.3.** The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular part-time classified employees in the Bus Driver, Custodial-Grounds, Secretarial/Clerical, Para-Educator, Food Service and Nurse job classifications: Excluding substitutes, all supervisors, the Superintendent’s Secretary, accounts payable, and payroll position and all other confidential employees, and all other employees of the District.

**Section 1.4.** Descriptions for all positions subject to this Agreement will be on file in the District Office.

**Section 1.5.** Substitutes are casual employees who perform work in the place of bargaining unit employees who are temporarily absent from their regular position (i.e., leave, vacation). Regular employees are not responsible for finding substitutes.

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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.** It is agreed the customary and usual rights, powers, functions, and authority of management are vested in management officials 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 for justifiable cause; and the right to release employees from duties because of lack of work or for other legitimate reasons. 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 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.** Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

**Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

**Section 3.3.** Employees subject to this Agreement have the right to have Association representatives or other persons present during disciplinary procedures between themselves and supervisors or other representatives of the District.

**Section 3.4.** Only one personnel file will be kept on each employee. This file shall be kept in the District Office. Personnel files of employees are confidential and shall be available to appropriate administrative personnel and the individual employee. The employee shall have the right to see and to reproduce, in the presence of the Superintendent or designee, any material in his/her personnel file from the date of his/her appointment.

During the review, an official or representative of the Association may be present, if requested by the employee, and the employee may initial and photocopy any material in the file, at employee expense. Each employee shall be provided a copy of all derogatory material placed in his/her personnel file prior to its insertion.

1 Derogatory material not brought to the attention of the employee or not placed into the official  
2 personnel file may not be used for any purpose adverse to the employee. All derogatory materials  
3 placed in an employee's file shall be dated and signed by the employee. The employee's signature  
4 merely signifies he/she has read the material to be filed and does not necessarily indicate agreement  
5 with the content. An employee may attach comments to any material that is a part of the personnel file.  
6

7 **Section 3.5.** The District will implement drug/alcohol testing as per Department of Transportation  
8 (DOT) or other state regulations. Any additional procedures will be as mutually agreed upon.  
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## 11 ARTICLE IV

### 12 **RIGHTS OF THE ASSOCIATION**

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16 **Section 4.1.** The District shall provide each new employee with a copy of this Agreement to be  
17 furnished to the District by the Association.  
18

19 **Section 4.2. Meetings/Business.** The Association will be permitted to meet and transact official local  
20 Association business on school property, provided such meetings/transactions do not interfere with the  
21 District educational program. All meetings/transactions shall be held outside the regular employee  
22 workday or at times when personnel have contractual duties.  
23 Association meetings shall not conflict with other prescheduled meetings for the facilities requested,  
24 and shall be scheduled through the administration under the same procedure as applied to other public  
25 and civic groups.  
26

27 **Section 4.3. Bulletins Boards.** The Association will be permitted to post notices of Association  
28 activities and business in the employee lounges available in the District, provided such  
29 communications are identified as Association communications.  
30

31 Bulletins posted by the Association are the responsibility of the officials of the Association. Each  
32 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
33 bulletins may not be posted. There shall be no other distribution or posting by employees or the  
34 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District  
35 property, other than herein provided.  
36

37 A copy of said notice shall be provided in advance to the building administrator. Notices not properly  
38 identified may be removed by the building administrator.  
39

40 The responsibility for the prompt removal of notices from the bulletin boards after they have served  
41 their purpose shall rest with the individual who posted such notices.  
42

43 **Section 4.4. Use of Mail Boxes.** The Association will be permitted to use mailboxes located within  
44 the District, provided such communications are identified as Association communications. Such use  
45 shall not interrupt or interfere with the use of those mailboxes by the District.  
46  
47

1 **Section 4.5. Use of School Equipment.** The Association may use school office machines and  
2 equipment with prior approval of the administration. Such use shall not interfere with use of the  
3 equipment by the District. The Association shall reimburse the District for costs related to the use of  
4 such equipment.  
5

6 **Section 4.6.** The Association has the right and responsibility to represent the interests of all employees  
7 in the unit, to present its views to the District on matters of concern either orally or in writing, and to  
8 enter collective negotiations with the object of reaching an agreement applicable to all employees  
9 within the bargaining unit.  
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## 12 13 **ARTICLE V**

### 14 **ASSOCIATION REPRESENTATION**

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17 **Section 5.1.** The Association will designate a Conference Committee of three (3) members who will  
18 meet with the Superintendent of the District and the Superintendent's representatives on a mutually  
19 agreeable regular basis to discuss appropriate matters.  
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## 22 23 **ARTICLE VI**

### 24 **HOURS AND WORKING CONDITIONS**

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27 **Section 6.1. Hours.** The normal workweek shall consist of five (5) consecutive days followed by two  
28 (2) consecutive days of rest.  
29

30 **Section 6.1.1.** The regular full-time shift shall consist of eight and one-half (8-1/2) hours, for eight (8)  
31 hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the  
32 shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute  
33 second half rest period, both of which rest periods shall occur as near the middle of each half shift as is  
34 practicable.  
35

36 **Section 6.2.** In the event an employee is assigned to a shift less than the full-time shift, the employee  
37 shall be give a fifteen (15) minute rest period for each three and one-half (3-1/2) hours of continuous  
38 work.  
39

40 **Section 6.3.** Employees required to work through their regular lunch periods will be given time to eat  
41 at a time agreed upon by the employee and supervisor. In the event the District requires an employee  
42 to forego a lunch period and the employee works the entire shift, including the lunch period, the  
43 employee shall be compensated for the foregone lunch period at overtime rates.  
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1 **Section 6.4.** In the event of an unusual school closure due to inclement weather, plant inoperative, or  
2 the like, the District will make every effort to notify each employee to refrain from coming to work.  
3 Employees must make a reasonable effort to be accessible by phone. Employees reporting to work  
4 shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided,  
5 however, no employee shall be entitled to any such compensation in the event of actual notification by  
6 the District of the closure prior to leaving home for work.

7  
8 **Section 6.5. Transportation.** Recognizing personnel in the Transportation classification present  
9 special shift problems, the parties agree shifts shall be established in that classification in relation to  
10 routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation;  
11 provided, however, that employees in the Transportation classification shall be entitled to the benefits  
12 of Section 6.2 to the same degree as any other employee; and provided further that all bus drivers shall  
13 receive pay for one-half (1/2) hour per day for the purpose of bus cleanup and bus inspection and  
14 warm-up in addition to actual hours of driving time. All trips other than regular daily scheduled bus  
15 runs shall be compensated at the employee's extra trip rate for the duration of the trip; provided,  
16 however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided.  
17 Route selection shall take place before the beginning of the school year. The most senior driver shall select the  
18 route that they want continuing down the seniority list with the other drivers. Drivers will be compensated for  
19 required safety meetings at their current rate of pay. Attendance at other required meetings will be at the  
20 "average" of standby and the regular rate of pay. The district reserves the right to switch routes if an unusual  
21 situation warrants such action. Such a move will be done in consultation between the district and the  
22 union.

23  
24 **Section 6.5.1.** All buses, and all other equipment normally used for student transportation of ten (10)  
25 or more students will be driven by personnel hired primarily as District bus drivers. Salaries will be  
26 paid at the current District bus driver's scale and drivers will be selected from the list of bus drivers.  
27 Other qualified employees may be used in the event all available drivers have been assigned runs or in  
28 the event that to assign a regular driver to an extra curricular run would result in doubling up students  
29 or in case of emergency where time or circumstances do not permit calling in a driver. This provision  
30 does not pertain to Pep, Ski or Vo-Ag runs. The district reserves the right to assign drivers to trips in  
31 such a manner as to avoid overtime payment where possible.

32  
33 **Section 6.5.2.** In the event an extra trip is canceled, should an employee not be notified of such a  
34 cancellation and report to work, such employee will be compensated for two (2) hours work at base  
35 rate.

36  
37 **Section 6.6. Overtime.** All hours worked in excess of forty (40) hours per week shall be compensated  
38 at the rate of one and one-half (1-1/2) times the employee's regular pay.

39  
40 **Section 6.7. Compensatory Time.** An employee may request compensatory time off in lieu of over-  
41 time payment for hours worked beyond the employee's normal work shift. Such requests shall be  
42 documented and submitted to the supervisor. Compensatory time in lieu of over-time may be granted  
43 at the rate of one and one-half hours for each hour worked.

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**ARTICLE VII**

**LEAVES**

**Section 7.1. Sick Leave.** Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to a maximum of the employee's work year day's entitlement.

The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. However, if the employee leaves employment before earning the projected accumulation, any days taken beyond those accumulated shall be deducted at their normal per diem rate.

Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken.

Sick leave is defined to cover:

- A. Serious illness or injury of the employee or immediate family which incapacitates or prevents him from work and/or which might endanger the health of students;
- B. Contagious or infectious sickness in the immediate family residing under the same roof, which might endanger the health of students;
- C. In the event of other emergencies not covered in the above provisions which make it impossible for the employee to be at work, sick leave may be granted at the discretion of the Superintendent;
- D. The Superintendent may, at any time, require a doctor's certificate as proof of illness;
- E. Disability immediately related to child bearing; and
- F. An employee who has exhausted all sick leave benefits and yet remains unable to perform contract duties because of continued personal illness or disability, may request a leave of absence without pay for the remaining period of time of such disability as substantiated by a medical statement from an attending physician, not to exceed the balance of the school year. Such additional disability leave shall be granted by the District and may be renewed at the discretion of the District in the event the disability continues.

1 **Section 7.1.1. Annual Conversion of Sick Leave.**  
2

- 3 1. Eligible, current employees may convert excess sick leave days above an accumulation of sixty  
4 days as provided by law.  
5  
6 2. Sick leave days that are eligible for conversion shall be converted to monetary compensation at  
7 the rate of twenty-five percent of the employee's current, full-time daily rate of compensation  
8 for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a  
9 pro rata basis.  
10  
11 3. Excess sick leave is defined as sick leave accumulation in excess of sixty full days of unused  
12 sick leave at a rate of accumulation no greater than one full day per month (a maximum of  
13 twelve days per year) as of the end of the previous calendar year.  
14  
15 4. Eligible employees shall provide written notice to the district during the month of January of his  
16 or her intent to convert excess sick leave days to monetary compensation. Such payment will  
17 be made in February.  
18  
19 5. Per law, the number of excess sick leave days which an eligible employee may convert shall be  
20 determined by:  
21  
22 A. Taking the number of sick leave days in excess of sixty full days that were accumulated by  
23 the employee during the previous calendar year at a rate of accumulation no greater than one  
24 full day per month of employment as provided by the leave policies of the district (a  
25 maximum of twelve days per year); and  
26  
27 B. Subtract the number of sick leave days used by the employee during the previous calendar  
28 year. The remainder, if positive, shall constitute the number of sick leave days which may  
29 be converted to monetary compensation.  
30  
31 6. All sick leave days converted pursuant to this section shall be deducted from an employee's  
32 accumulated sick leave balance.  
33

34 **Section 7.1.2.** In the event employees are absent for reasons which are covered by Industrial Insurance,  
35 the District shall pay the employee an amount equal to the difference between the amount paid the  
36 employee by the Department of Labor and Industries and the amount the employee would normally  
37 earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the  
38 amount paid to the employee by the District until accumulated sick leave is exhausted at which time  
39 the District's obligation shall end.  
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1 **Section 7.1.3. Conversion of Sick Leave upon Retirement or Death.**

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3 Eligible Employees: Each employee who subsequently terminates employment may personally, or  
4 through his or her estate in the event of death, elect to convert all eligible accumulated, unused sick  
5 leave days to monetary compensation as provided in this section.

- 6  
7 1. For the purpose of this section, an eligible employee shall be defined as:
- 8 A. Employees who separate from employment due to retirement or death;
  - 9 B. Employees who separate from employment and who are at least age fifty-five (55) and have  
10 at least ten (10) years of service in SERS 3; or
  - 11 C. Employees who separate from employment and who are at least fifty-five (55) and have at  
12 least fifteen (15) years of service in SERS 2.
- 13  
14  
15  
16 2. **Eligible Sick Leave Days:** All unused sick leave days that have been accumulated by an  
17 eligible employee, less sick leave days previously converted, and those credited as service  
18 rendered for retirement purposes, may be converted to monetary compensation upon the  
19 employee's termination of employment due to retirement or death.
- 20  
21  
22 3. **Rate of Conversion:** Sick leave days that are eligible for conversion shall be converted to  
23 monetary compensation at the rate of twenty-five percent (25%) of an employee's full time  
24 daily rate of compensation at the time of termination of employment for each full day of eligible  
25 sick leave, to a maximum of one hundred eighty (180) days. Partial days of eligible sick leave  
26 shall be converted on a pro-rata basis.
- 27  
28 4. All sick leave days converted pursuant to this section shall be deducted from an employee's  
29 accumulated sick leave balance.
- 30  
31 5. Compensation received pursuant to this section shall not be included for the purpose of  
32 computing a retirement allowance under the Public Employees' Retirement System.
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1 **Section 7.1.4. Sick Leave Sharing.**

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- 3 1. **Bank Established:** The Parties hereby establish a Sick Leave Bank which shall be operated
- 4 under the terms and conditions of this section
- 5
- 6 2. **Purpose:** The purpose of the bank shall be to provide employees the means to come to the aid
- 7 of another employee(s) who is suffering from an extraordinary or severe illness, injury,
- 8 impairment or physical or mental condition which has caused or is likely to cause the employee
- 9 to take leave without pay or terminate his/her employment.
- 10
- 11 3. **Sick Leave Bank Committee:** Each September 1, the President shall name three (3) employees,
- 12 who have current donated days in the bank. These employees, along with the Superintendent,
- 13 shall form the Sick Leave Bank Committee. The function of the committee shall be to develop
- 14 and implement rules and procedures (including criteria for selection of sick leave bank
- 15 recipients) for the orderly and fair collection and use of bank days. These rules and procedures
- 16 shall not be in conflict with applicable statutes and shall be submitted to the board for approval.
- 17

18 **Section 7.2. Immediate Family.** For the purpose of sick leave, “immediate family” shall be defined

19 as an employee's spouse, parents, children, siblings, grandchildren, grandparents, nieces, nephews,

20 aunts, uncles; those of the employee’s spouse; or any other person living in the same household as the

21 employee.

22

23 **Section 7.3. Emergency Leave.** The Superintendent in unusual cases may grant short-term leave, with pay,

24 where extreme hardship is evident. (Normally two (2) days)

25

26 **Section 7.4. Bereavement Leave.** The District shall grant employees up to five (5) days per year of

27 paid bereavement leave at the time of death of any relative. In the event of death of more than one (1)

28 member of the immediate family (as defined under Article VII, Section 7, Leaves) an additional five

29 (5) days leave may be granted. Such leave shall be non-cumulative and shall not be taken from sick

30 leave. When using this leave, the employee shall complete and submit to the Building Administrator

31 the District Leave Form.

32

33 The District may grant employees one day of bereavement leave in cases of bereavement involving

34 non-family members. Such leave shall be charged against earned Compensatory Time (Article VI,

35 Section 6.7), Emergency Leave (Article VII, Section 7.3) or Personal Leave (Article VII, Section 7.5).

36 Employee may designate leave to be charged.

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1 **Section 7.5. Personal Leave.** Personal leave of two (2) days per year shall be granted to classified  
2 employees with pay in cases not otherwise provided for herein; an additional one (1) day per year shall  
3 be granted with pay minus substitute costs. No personal leave shall be taken by an employee or  
4 granted by the District unless a written request has been given to the Building Administrator at least  
5 forty-eight (48) hours prior to the beginning of the leave. Employees may use their personal leave in  
6 one (1) hour increments.  
7

8 Personal leave may be granted for circumstances suddenly precipitated, and in which the employee is  
9 unable to preplan the absence.  
10

11 Personal leave may be denied if request for absence is for the first week of the first semester and the  
12 last week of the second semester, unless approved by the superintendent.  
13

14 **Section 7.6. Leave of Absence.** Upon recommendation of the immediate supervisor through  
15 administrative channels to the Superintendent, and upon approval of the Board of Directors, an  
16 employee may be granted a leave of absence for a period not to exceed one (1) year; provided,  
17 however, if such leave is granted due to extended illness, one (1) additional year may be granted.  
18

19 **Section 7.6.1.** The returning employee will be assigned to the same or similar position occupied before  
20 the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired  
21 for a specific period of time, during which they shall be subject to all provisions of this Agreement. It  
22 shall be the responsibility of the Employer to inform replacement employees of these provisions. If a  
23 current classified employee was hired to fill the leave of absence position, that employee will return to  
24 his/her previous position. If the position is not available, the employee will be assigned to a similar  
25 position in pay and benefits as previously held.  
26

27 **Section 7.6.2.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights  
28 while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
29 the employee is on leave of absence; provided, however, that if such leave is approved for extended  
30 illness or injury, seniority shall accrue.  
31

32 **Section 7.7. Judicial Leave.** In the event an employee is summoned to serve as a juror or appear as a  
33 witness on behalf of the District in court, or is named as a co-defendant with the District, such  
34 employee shall receive a normal day's pay for each day of required presence in court; provided,  
35 however, that any compensation received for such service shall be paid to the District. Such repayment  
36 shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an  
37 employee is a party in a court action, such employee may request a leave of absence.  
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1 **Section 7.8. Family and Medical Leave.** The District shall make family medical leave available in  
2 accordance with the Family and Medical Leave Act of 1993.

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- 4 1. **Eligibility.** Employees are eligible if they have worked in the district for at least one year and  
5 have 1250 hours over the previous 12 months. Family Medical Leave is in addition to any  
6 leave for sickness or temporary disability because of pregnancy or childbirth.
- 7
- 8 2. **Usage.** Employees shall be provided twelve (12) work weeks of unpaid leave during any (12)  
9 month period for any of the following reasons:
- 10 A. To care for the employee's child after birth, or placement for adoption or foster care.
- 11
- 12 B. To care for the employee's spouse, child, or parent who has a serious health condition.
- 13
- 14 C. For a serious health condition that makes the employee unable to perform the employee's  
15 job.
- 16
- 17
- 18 3. **Notification.** The employee shall provide the District thirty (30) days advance, written notice of  
19 his/her intent to use Family Medical Leave when the need for the leave is foreseeable. The  
20 District may require medical certification to support a request for leave because of a health  
21 condition, and may require second or third opinions (at the district's expense).
- 22
- 23 4. **Job Benefits.** The District shall insure the following provisions:
- 24
- 25 A. Maintain the employee's health coverage during the duration of Family Medical Leave.  
26 However, if the employee fails to return from leave, the employee must reimburse for all  
27 premiums paid during the leave unless the reason for the failure to return from leave is a  
28 continuation, recurrence, or onset of a serious health condition or other circumstances  
29 beyond the employee's control.
- 30
- 31 B. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going  
32 on unpaid Family Medical Leave.
- 33
- 34 C. Maintain any employee benefits that accrued prior to the start of Family Medical Leave.
- 35
- 36 D. Grant the employee his/her previous position, or equivalent position with equivalent  
37 employment benefits, pay and other terms and conditions of employment.
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**ARTICLE VIII**

**HOLIDAYS**

**Section 8.1. Holidays.** All less than full-time employees shall receive the following paid holidays that fall within their work year:

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|----------------------------------|---------------------------|
| 1. Presidents' Day               | 6. Christmas Day          |
| 2. Memorial Day                  | 7. Labor Day              |
| 3. Martin Luther King's Birthday | 8. Veterans' Day          |
| 4. New Year's Day                | 9. Day after Thanksgiving |
| 5. Thanksgiving Day              |                           |

**Section 8.1.1.** All full-time employees shall receive the following paid holidays:

- |  |                           |
|--|---------------------------|
| 1. New Year's Day  | 6. Independence Day       |
| 2. A choice of one of the following:<br>Day before or after Christmas<br>Day before or after New Years | 7. Labor Day              |
|  | 8. Thanksgiving Day       |
|  | 9. Day after Thanksgiving |
| 3. Presidents' Day   | 10. Veterans' Day         |
| 4. Memorial Day  | 11. Christmas Day         |
| 5. Martin Luther King's Birthday   |                           |

**Section 8.1.2. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. Active payroll is defined as working or being on paid leave.

**Section 8.2. Vacation Leave.** All full-time employees (full-time meaning that they work 260 days per year) shall receive ten (10) days of vacation leave per year. All full-time employees with six (6) years of experience or more shall receive one (1) additional day of vacation leave per year for each year of experience beyond five (5) years up to a total of fifteen (15) days. After 15 years of employment, employees shall receive twenty (20) days of vacation.

**Section 8.2.1. Scheduling of Vacations.** Vacation leave may be taken any time school is not in session with prior approval.

**Section 8.3.** Full time employees will receive an additional Floating Holiday for every day the calendar year exceeds 260 days. This Floating Holiday will be taken at the discretion of the employee on any day that school is not in session. This day will be scheduled with approval of the immediate supervisor at least one (1) week in advance. (This is unpaid)

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**ARTICLE IX**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 9.1.** The hire date of an employee shall be established as of the date on which the employee began continuous employment.

The seniority date of an employee shall be established as of the date on which an employee begins continuous employment within any job classification defined in Section 1.3.

**Section 9.2.** Employees shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

**Section 9.3.** 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 9.4.** The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause; or
- C. Retirement.

**Section 9.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident or industrial illness or judicial leave;
- B. Time on leave of absence granted for the purpose of involuntary service in the Armed Forces of the United States;
- C. Time spent on other authorized leaves; or
- D. Time spent in layoff status as hereinafter provided.

**Section 9.6.** Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

**Section 9.7.** The employee with the earliest hire day shall be given first preference regarding shift selection, vacation periods, promotions, assignment to new or open jobs and retention in the event of a layoff when abilities and performance are substantially equal with junior employees. If the District selects a junior employee, the District will, upon request of a senior employee, provide a written rationale for doing so.

**Section 9.8.** Employees who change job classifications within the bargaining unit shall retain their seniority in the previous classifications notwithstanding they have acquired a new classification seniority date.

**Section 9.9.** The District will publicize within the bargaining unit, for at least five (5) workdays, the availability of open positions by posting position openings in each building office and in the office of the Business Manager.

1 **Section 9.10.** In the event of layoff, employees so affected are to be placed on a re-employment list  
2 maintained by the District according to layoff ranking (last laid off, first to be considered). Such  
3 employees are to have priority over new applicants, with the exception of current employees as  
4 provided in Section 9.7 and 9.9, in filling an opening in the classification held immediately prior to  
5 layoff. Names shall remain on the re-employment list for two (2) years.  
6

7 **Section 9.11.** Employees on layoff status shall file their addresses in writing with the personnel office  
8 of the District and shall thereafter promptly advise the District in writing of any change of address.  
9

10 **Section 9.12.** An employee shall forfeit rights to re-employment as provided in Section 9.10 if the  
11 employee does not comply with the requirements of Section 9.11, or if the employee does not respond  
12 to the offer of re-employment within five (5) days.  
13

14 **Section 9.13.** An employee on layoff status who rejects an offer of re-employment forfeits seniority  
15 and all other accrued benefits; provided such employee is offered a position substantially equal to that  
16 held prior to layoff.  
17

18 **Section 9.14.** Except in extraordinary cases, the District will give employees two (2) weeks notice of  
19 intention to layoff.  
20

21 **Section 9.15.** Whenever a classified employee's position is terminated or an employee is laid off, that  
22 employee shall have the right to "bump" an employee with less seniority within the same job  
23 classification, even if that employee has more hours. During the school year the bumping process shall  
24 occur within ten (10) working days from the notice of termination or being laid off.  
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## 28 **ARTICLE X**

### 29 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

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31  
32 **Section 10.1.** The District shall have the right to discipline or discharge an employee for justifiable  
33 cause. The issue of justifiable cause shall be resolved only in accordance with the grievance procedure  
34 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner  
35 which does not intentionally embarrass the employee before the public or other employees.  
36

37 **Section 10.2. Progressive Discipline.** The following steps, except for egregious cases, will normally  
38 be as follows:

- 39 • Verbal reprimand (written documentation) See Form
- 40 • Written reprimand
- 41 • Suspension
- 42 • \*Short Term
- 43 • \*Long Term
- 44 • Discharge
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**ARTICLE XI**

**INSURANCE**

**Section 11.1.** The District shall provide the state funded Health Insurance Benefits per month per actual staff FTE for employees of the bargaining unit who participate in a health plan. For health benefits only, an FTE is calculated on 1,440 hours per year. Employees working less than 1,440 hours shall be prorated to 1,440 hours for benefit entitlement. Any excess funds shall be pooled and utilized to help defray premium costs to employees participating in the health plan.

**Section 11.2.** The District shall provide tort liability coverage for employees while performing in the course and scope of their employment and benefit to the District.

**ARTICLE XII**

**ASSOCIATION MEMBERSHIP - DUES DEDUCTION**

**Section 12 .1. Membership.** Each employee subject to this Agreement, who on the effective date of this Agreement is a member of the Association in good standing, shall as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement. The District shall deduct Association dues from the pay of any employee who authorizes such deduction in writing, pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a monthly basis.

**Section 12.2. Representation Fee.** All new employees shall be, after thirty (30) days, required to become a member or to pay a representation fee to the Association. The District will notify the Association President via e-mail of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

**Section 12.3. Religious Objection.** Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenants and teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other organization mutually agreed upon by the employee and the Association. If the employee and the Association cannot agree on such matter; it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122. Payment shall be made by payroll deduction.

**Section 12.4. Membership Exemptions.** The Association agrees that the Grandfather Clause exempting current non-members shall continue until all grandfathered individuals are no longer employed by the district or have voluntarily joined the Association. See Section 1.3 for District exemptions.

1 **Section 12.5. District Held Harmless.** The District assumes no obligation, financial or otherwise,  
2 arising out of the provisions of this Article, and the Association shall indemnify and hold the District  
3 harmless for any and all claims, grievances, arbitration's, awards, suits, attachments, or other  
4 proceedings arising out of or by reason of any action taken by the District for the purpose of complying  
5 with any of the provisions of this Article of the Agreement.  
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## 9 **ARTICLE XIII**

### 10 **GRIEVANCE PROCEDURE**

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13 **Section 13.1.** Grievances or complaints arising between the District and its employees within the  
14 bargaining unit, with respect to the interpretation or application of the Terms and Conditions of this  
15 Agreement, shall be resolved in strict compliance with this Article.  
16

### 17 **Section 13.2. Grievance Steps.**

18  
19 **Section 13.2.1.** Employees shall first discuss the complaint with their immediate supervisor. If the  
20 complaint is not resolved to the employee's satisfaction, the employee may file a written statement of  
21 grievance containing the following:  
22

- 23 A. The facts on which the grievance is based;
  - 24 B. A reference to the provisions in this Agreement which have been allegedly violated; and
  - 25 C. The remedy sought.
- 26

27 All grievances not brought to the immediate supervisor in writing within twenty (20) working days of  
28 the occurrence of the grievance shall be invalid and subject to no further processing.  
29

30 **Section 13.2.2.** The employee shall submit the written statement of grievance to the immediate  
31 supervisor for reconsideration and shall submit a copy to the official in the Administration responsible  
32 for personnel. The parties will have five (5) working days from submission of the written statement of  
33 grievance to resolve it by indicating on the statement of grievance the disposition. If employees so  
34 wish they may be accompanied by an Association representative at any grievance discussions. If an  
35 agreeable disposition is made, all parties to the grievance shall sign it.  
36

37 **Section 13.2.3.** If no settlement has been reached within the five (5) days referred to in the preceding  
38 subsection, and the Association believes the grievance to be valid, a written statement of grievance  
39 shall be submitted within five (5) working days to the District Superintendent or the Superintendent's  
40 designee. After such submission, the parties will have ten (10) working days from submission of the  
41 written statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
42 If an agreeable disposition is made, all parties to the grievance shall sign it.  
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1 **Section 13.2.4.** If no settlement has been reached within the ten (10) days referred to in the preceding  
2 subsection, and the Association believes the grievance to be valid, a written statement of grievance  
3 shall be submitted within ten (10) working days to the District Board of Directors. After such  
4 submission, the parties will have thirty (30) working days from submission of the written statement of  
5 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable  
6 disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right  
7 to summon the employee for an oral statement of the grievance. The employee reserves the right to  
8 appear before the Board of Directors, the employee may be accompanied by an Association  
9 representative or designee.

10  
11 **Section 13.2.5.** If no settlement has been reached within the thirty (30) days referred to in the  
12 preceding subsection, and the Association believes the grievance to be valid, the employee may  
13 demand arbitration within ten (10) working days under the Voluntary Labor Arbitration Rules of the  
14 American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the  
15 Expedited Labor Arbitration Rules of the American Arbitration Association. The parties further agree  
16 to accept the arbitrator's award as final and binding upon them.

17  
18 **Section 13.3.** The arbitrator shall have no authority to add to, subtract from, or in any way amend this  
19 Collective Bargaining Agreement. The arbitrator's authority to remedy a grievance is limited to a  
20 "make whole" remedy. The arbitrator is without authority to award back pay greater than six (6)  
21 months prior to the date of the filing of this grievance.

22  
23 **Section 13.4.** Grievances not timely filed or not advanced within the prescribed time lines shall be  
24 deemed void and subject to no further processing.

## 25 26 27 28 **ARTICLE XIV**

### 29 30 **TRANSFER OF PREVIOUS EXPERIENCE**

31  
32 **Section 14.1.** When any employee leaves a school district within the State and commences  
33 employment with this District, the employee shall retain the same leave benefits that the employee had  
34 in the previous position. (RCW 28A.400.300(h))

35  
36 **Section 14.1.1.** If this District has a different system for computing leave benefits, then the employee  
37 shall be granted the same seniority, leave benefits and other benefits as an employee in the District who  
38 has similar occupational status and total years of service.

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ARTICLE XV

**DISCRIMINATION/AFFIRMATIVE ACTIONS**

**Section 15.1. Non-Discrimination.** Neither the District nor the Association shall discriminate against any employee, student or parent on the basis of race, creed, color, sex, national origin, religion, age, marital status, sexual orientation or because of the presence of any sensory, mental or physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others.

ARTICLE XVI

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 16.1.** Employees shall be compensated in accordance with the provisions of this 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.

**Section 16.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A, attached hereto and by this reference incorporated herein. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, may be retroactive to the effective date, September 1<sup>st</sup>.

**Section 16.3.** Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.

**Section 16.4.** For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

**Section 16.5.** Employees required to remain overnight on District business shall be reimbursed for reasonable room and board expenditures. Drivers shall have separate accommodations. Drivers shall be reimbursed for all reasonable meal expenses incurred on extra trips.

**Section 16.6.** The District will provide the full percentage to all classified employees of the state-funded increases in classified allocations to be applied to rates on Schedule A.

**Section 16.7. Planning/Prep Time.** It is expected that coordination between para educators and their supervising teacher will be done on duty time not during lunch or rest periods.

**Section 16.8.** The District will provide funding for staff development to upgrade skills or meet state requirements.

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**ARTICLE XVII**

**EFFECT OF AGREEMENT**

**Section 17.1.** The term of this Agreement shall be September 1, 2007 through August 31, 2010.

**Section 17.2.** Negotiations relative to a successor Agreement shall begin no later than February 1, 2010.

**Section 17.3.** This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

**Section 17.4.** If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 17.5.** Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with State or Federal statutes or regulations.

**Section 17.6.** In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provisions shall be renegotiated.

**SCHEDULE A**  
**BREWSTER SCHOOL DISTRICT**  
**SEPTEMBER 1, 2007 - AUGUST 31, 2008**

**3.7% State Increase**

**BUS DRIVERS**

Probation (90 days)	\$14.31
Regular Rate	17.07
Extra Trips	17.07
Standby	Minimum Wage

**SECRETARIES**

Probation (90 days)	\$11.54
Regular	14.75

**TECHNOLOGY TECHNICIAN**

\$13.48

**MECHANIC**

Regular	\$21.91
Assistant Mechanic	15.56

**CUSTODIAL/GROUNDS**

Probation (90 days)	\$10.81
Regular	13.64
Lead Custodian	15.26

**FOOD SERVICE**

Probation (90 days)	\$9.52
Cafeteria Helper	12.25
Assistant Cook	12.78

**PARA-EDUCATORS**

Probation (90 days)	\$8.76
0-2 Years	11.34
3-4 Years	12.07
5-10 Years	12.80
11+ Years	13.13

**NURSE - RN**

Regular	\$25.93
---------	---------

**Special Needs Paras:** Para Educators who work with special needs students, (i.e. diapering, feeding tubes) may receive up to an additional .25/.50 per hour to be determined by the Special Ed Director. This amount may be higher if the job placement requires a physical challenge. The District and PSE will agree upon an hourly rate before advertising a new posting or making an assignment to a special needs student.

**Para Educator Stipends:**

Paras who are engaged in direct student instruction:	
AA	\$0.25
BA/BS	\$0.50
Title I/Rigorous Testing	\$0.10

**Brewster Longevity:**

10 Years	\$0.15
15 Years	\$0.25
20 years	\$0.35
25+ Years	\$0.45

1 Single highest stipend applies (per hour). Longevity is added after State raise is calculated.

2 **DOCUMENTED VERBAL REPRIMAND**  
3 **FOR**  
4 **THE PURPOSE OF**  
5 **DOCUMENTING THE VERBAL ONLY**

6  
7 **Date:** \_\_\_\_\_

8  
9 **Be advised that** \_\_\_\_\_ **was given a Verbal.**  
10 (Name of Employee)

11  
12 **Reprimand by** \_\_\_\_\_ **for the violation listed below.**  
13 (Name of Supervisor)

14  
15 **Explanation of Violation:**

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
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21 \_\_\_\_\_

22  
23 **Requested Corrective Action:**

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25 \_\_\_\_\_  
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27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

30  
31 **Response of the Employee:**

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42 **Signature of Employee**

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41 \_\_\_\_\_  
42 **Signature of Supervisor**

43 **Copy to: Supervisor**  
44 **Employee**  
45 **PSE Grievance Chair**  
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AS YOU KNOW, POPE GREGORY SET UP THE CURRENT CALENDAR THAT MOST HUMAN BEINGS HAVE BEEN OPERATING ON SINCE 1582. ACCORDING TO THE GREGORIAN CALENDAR, THE NUMBER OF WORKDAYS IN A SCHOOL YEAR (SEPTEMBER 1 – AUGUST 31 VARIES FROM YEAR TO YEAR (SEE BELOW). WHILE MOST SCHOOL DISTRICTS HAVE RECOGNIZED THIS VARIATION BY NOW, YOU MIGHT CHECK TO MAKE SURE. THIS VARIATION IN THE CALENDAR CAN BE TRACED BY REVIEWING THE PERPETUAL CALENDAR AND RESULTS IN THE FOLLOWING WORKDAYS OVER THE FOLLOWING 10 YEAR PERIOD.

- 2006-2007 SCHOOL YEAR --- 261 WORKDAYS
- 2007-2008 SCHOOL YEAR --- 260 WORKDAYS
- 2008-2009 SCHOOL YEAR --- 261 WORKDAYS
- 2009-2010 SCHOOL YEAR --- 261 WORKDAYS
- 2010-2011 SCHOOL YEAR --- 261 WORKDAYS
- 2011-2012 SCHOOL YEAR --- 262 WORKDAYS
- 2012-2013 SCHOOL YEAR --- 260 WORKDAYS
- 2013-2014 SCHOOL YEAR --- 260 WORKDAYS
- 2014-2015 SCHOOL YEAR --- 261 WORKDAYS
- 2015-2016 SCHOOL YEAR --- 262 WORKDAYS



