

COLLECTIVE BARGAINING AGREEMENT

Between

Bainbridge Island School District No. 303

and

Bainbridge Island Educational Support Professional Association (BIESPA)

September 1, 2022 through August 31, 2024

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PREAMBLE

Pursuant to RCW 41.56, The Public Employees Collective Bargaining Act of 1967, this document constitutes an agreement between the Bainbridge Island School District No. 303, hereinafter called the "district" and the Bainbridge Island Educational Support Professional Association (affiliated with Washington Education Association/National Education Association) hereinafter called the "association" (BIESPA/WEA/NEA).

ARTICLE I - ASSOCIATION

Section 1.1: Recognition

- 1.1.1 The district hereby recognizes the association as the sole and exclusive bargaining agent for all full-time, regular part-time and temporary employees employed by the district, excluding any person whose duties as supervisor, administrative assistant, or administrator necessarily imply a confidential relationship to the district and all other employees of the district. Substitute employees who have worked twenty (20) continuous working days or thirty (30) non-continuous working days in any twelve (12) month period will also be eligible for membership in the unit, but the only provision of this agreement that will apply is the salary rate of 90% of the first step of the salary schedule as specified in Appendix A. All work performed by bargaining unit members is considered "bargaining unit work."
- 1.1.2 The term "employee", when used hereinafter in this agreement will refer to all employees represented by the association. Unless the context in which they are used clearly requires otherwise, words in this agreement will not denote gender, instead the pronouns they/them/theirs will be used.
- 1.1.3 The term "position," when used hereinafter in this agreement will refer to positions represented by the association.

Section 1.2: Job Descriptions

- 1.2.1 Job descriptions will describe duties, qualifications, and working conditions pursuant to the duties of employees covered by this agreement. Copies of job descriptions for all positions subject to this agreement will be given to each new employee at the time of hire and, upon request, to employees transferring to a different or new position. Copies of all current job descriptions will be available electronically.
- 1.2.2 Employees will review their job descriptions with their immediate supervisors and make recommendations for new job descriptions or for changes to their current job descriptions. Supervisors will then forward their recommendations to the Director of Human Resources who will work with a District/Association job description committee to make changes consistent with the classification of the position and the standard job description format. The committee will recommend updated job descriptions for adoption by the District.
- 1.2.3 The duties of employees covered by this agreement will be pursuant to their job descriptions.
- 1.2.4 The monetary value of all new positions for which no existing classification applies will be bargained with the association.

Section 1.3: Reclassification

- 1.3.1 When changes in the duties of a position are substantial enough to reclassify the position, the salary level will be bargained with the association.
- 1.3.2 Proposed changes in classification will be submitted in writing by the employee or the association to the superintendent's designee. Such written documentation will contain a copy of the current job description, a list of activities and duties being performed, the specific change being requested, and support for the change. The superintendent's designee will review the information and act thereupon within ten (10) working days of receiving such written request. The district agrees to use the provisions set forth in appropriate laws and regulations.
- 1.3.3 The employee and/or the association will have the right to appeal the decision of the superintendent's designee to the superintendent for review. The superintendent will have ten (10) working days from the receipt of the request of review to render a written decision. The superintendent's decision will be final and not subject to the grievance procedure.

Section 1.4: Rights of the Association

- 1.4.1 The rights and privileges of the association and its representatives as set forth in the agreement will be granted only to the association as the sole and exclusive representative of the employees and to no other organization(s) representing any portion of the unit or potential member of the unit.
- 1.4.2 The district agrees to furnish to the association, upon written request, appropriate information concerning the district, evaluation forms applying to employees covered by this agreement, the annual budget, end of the year fiscal report, directory of personnel, current payroll information, current usage and benefit amounts of employees within the bargaining unit.

The employer agrees to provide to the association the name, home address, telephone number, work e-mail, work location, department, and job title of each employee covered under this contract at least once annually, and when requested by the association. The district will submit the same information whenever a new bargaining unit member is hired into the district throughout the year [ideally within 5 days of hire] unless the employee has opted out of this release.

The District must provide the Association with reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

- a. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative
- b. "Reasonable access" for the purposes of this section means:
 - i. The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
 - ii. The access is for no less than thirty minutes; and

- iii. The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.
 - c. Nothing in this section prohibits the district from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.
 - d. The association will be given at least advance notification [ideally ten (10) days] notification of all employee and orientation meetings.
 - e. If the district holds or co-sponsors a job or benefit fair on district property, the association will be given notice [ideally not less than thirty (30) days in advance] and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.
- 1.4.3 The association will have the right to hold meetings on school property provided that such meetings do not interfere with regular student instructional time. Should a meeting be held during an employee's work time, either during the instructional day or in the evening, employees will coordinate scheduling with their building/department supervisor to minimize disruption. Employees who attend during their regular work hours may use flex time, appropriate leave, or lunch/breaks to attend.
- 1.4.4 The association may post notice of activities and matters of association concern on designated bulletin boards that presently are available in each building, but not in areas open to the public or students.
- 1.4.5 The association is allowed to use the district's inter-building mail service, email and district authorized mailboxes for communication purposes in compliance with state laws and regulations and the terms and conditions of this agreement, provided that the use of the mail service will not disrupt or interfere with normal school district operation. The association will indemnify and hold the district harmless from and against any and all claims, demands, charges, or suits instituted against the district which will be based upon or arise out of any action taken by the district in accordance with or arising out of the foregoing provisions of this section.
- 1.4.6 The association will have the right to use district office equipment subject to approval of the building administrator. The association will reimburse the district for any cost to the district incurred by such use.
- 1.4.7 The district agrees not to erode the bargaining unit by replacing regular staff employees with students, teachers, or other non-unit employees. Regular scheduled employee workdays and/or work hours will not be reduced by the employment of such personnel. This provision in no way diminishes the district's right to employ students, teachers, or other non-unit employees to assist in the performance of unit work to the extent that such work being performed by students, teachers, or other non-unit employees cannot be carried out in a timely manner by the current employees.
- 1.4.8 The district agrees not to erode the bargaining unit by replacing laid off employees with volunteers. It is understood that work previously completed by volunteers will continue to be done by volunteers. Section 1.4.7 will not be subject to Step 3 of the grievance process.

- 1.4.9 When entire departments are eliminated from the district, all references to the department will be removed from the contract at the end of the two-year reemployment pool cycle. If the department returns, the district will renegotiate positions with the association.

Section 1.5: Status of Agreement

- 1.5.1 This agreement will supersede conflicting rules, policies, resolutions, or practices of the district.
- 1.5.2 The effective date of this agreement and any successor agreement will be the first calendar day after the termination of the previous collective bargaining agreement, and all benefits included in the new agreement, including wage or salary increases, will accrue beginning with such effective date.
- 1.5.3 Conditions of employment will be maintained at the level in effect in the district at the time this agreement is signed.
- 1.5.4 This agreement may be reopened on any item(s) during the term of the agreement by mutual consent of the parties. Any modification of the agreement will be by written mutual agreement of the parties.
- 1.5.5 This agreement will be governed and construed according to the constitution and law of the State of Washington and applicable federal laws and regulations. If any provision of this agreement or any application of this agreement to any employee or groups of employees covered hereby will be found contrary to law, such provision or application will have effect only to the extent permitted by law, and all other provisions or applications of the agreement will continue in full force and effect. Bargaining solely on the item(s) found contrary to law will commence within ten (10) working days of receipt of notice if requested by either party.
- 1.5.6 Following ratification, the district will duplicate and distribute this agreement to each building or worksite and provide ten (10) additional copies to the association for distribution. The district will post the agreement on the district web site under human resources, negotiated agreements within 20 work days of ratification.
- 1.5.7 Electronic copies of the agreement will be available to all employees on the district website.
- 1.5.8 There will be two (2) original signed copies of the final agreement for the purpose of records. One will be retained by the district and one by the association.
- 1.5.9 Upon written request by either party, the association officials and district representatives will meet to discuss problems relating to interpretation or application of this collective bargaining agreement. When a request is made, the meeting will be held within five (5) working days of the request.
- 1.5.10 Association officials and district representatives will meet and confer on a regular basis to discuss ongoing concerns.

ARTICLE II - ADMINISTRATION

Section 2.1: Association Security

- 2.1.1 All members of the bargaining unit will have the option to join the association at any time.
- 2.1.2 The association and its affiliates (WEA & NEA) will have the right of automatic payroll deduction of unified membership dues, as determined by the association without cost to the employee or the association. The district will, upon written authorization of the employee, deduct from the employee's salary each pay period the annual unified BIESPA, WEA, NEA dues, any fees, assessments, and political contributions, which are all annual obligations to the association.
- 2.1.3 The district will transmit the local BIESPA dues to the treasurer of the association or designee each pay period.

The remaining association deductions will be transmitted to the Washington Education Association [ideally within five (5) working days] after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made and the amount deducted from each employee's pay. If there are extenuating circumstances, beyond the district's control, that would alter the above timeline, the district will communicate directly with the Washington Education Association.

The deduction of association dues, assessments, fees, and political contributions will remain in effect from year to year, unless the employee revokes in writing to the Washington Education Association. Washington Education Association will notify the district in writing of any revocation of association dues in a timely manner. The district will notify the association prior to stopping any payroll deduction of dues.

- 2.1.4 The association will indemnify and hold the district harmless from and against any and all claims, demands, charges, or suits instituted against the district which will be based upon or arise out of any action taken by the district in accordance with or arising out of the foregoing provisions of this section.

Section 2.2: Management Rights

- 2.2.1 The board, acting on behalf of the electorate of the school district, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and constitution of the State of Washington and/or the United States.
- 2.2.2 It is expressly agreed that all rights, except those rights clearly relinquished herein by the district, are reserved to and will continue to be vested in the district.
- 2.2.3 The district will make every effort to provide appropriate access to technology for each employee.

Section 2.3: Employee Rights

- 2.3.1 The district agrees that each employee has the lawful right to organize, join, and support the association for the purpose of legally engaging in collective bargaining, negotiations, and/or grievance processing.

The deduction of association dues, assessment, fees, and political contributions will remain in effect from year to year, unless the employee revokes in writing to the Washington Education Association. The Washington Education Association will notify the district in writing of any revocation of association dues in a timely manner. The district will notify the association prior to stopping any payroll deduction of dues.

- 2.3.2 Nothing contained in the agreement will be construed to deny or restrict to any employee rights they may have under applicable laws and regulations.
- 2.3.3 Employees will be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof will be grounds for any discipline or unlawful discrimination by the association or the district.
- 2.3.4 The parties further agree to comply with district policy and laws forbidding harassment at the worksite. The district will conduct an investigation of all good faith claims of harassment in connection with the job. Any staff member who is found to have violated these laws will be subject to disciplinary action including the possibility of termination. District policies on Uncivil Conduct, Sexual Harassment and Harassment are available on the district web site.
- 2.3.5 The district and the association will not unlawfully discriminate on the basis of national origin (including language), race, creed, religion, color, economic status, gender, age, sexual orientation (including gender expression or identity), marital status, pregnancy, disability, political affiliation, veteran or military status, domicile or the use of a trained guide dog or service animal by a person with a disability.

Section 2.4: Employee Protection

- 2.4.1 Except in cases of emergency, the district will provide a substitute for absent food service, custodial or driver employees. Other employees will be provided substitutes depending upon need and availability of qualified substitutes as determined by the district.
- 2.4.2 The district agrees to provide for employees covered by and during the term of this agreement liability insurance in case of suit arising from or in the performance of duties. This coverage will apply for any employee on or off district premises, provided such employee at the time of the act or omission was involved in an authorized school-related activity.
- 2.4.3 Employees will not dispense medicine without written authorization signed by the parent and physician and specific training to do so. Such training is to include applicable district policies and procedures. No employee will be requested or required to perform any medical procedure beyond basic first aid, unless the employee was hired pursuant to a posting that clearly identified such duties.
- 2.4.4 The district will provide a safe working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their safety except with training required by law and as identified by job description. Dangerous conditions will be reported to the site supervisor and reviewed by either the building site council, the building health and safety committee or within a department meeting. The district will comply with all current OSHA/WISHA safety standards.
- 2.4.5 If an employee's personal property is damaged or destroyed by a student during the course of their assigned duties, the district will provide reimbursement for the damaged or destroyed property.

- 2.4.6 The district Safety Committee will review requests by the association regarding alleged unsafe working conditions.
- 2.4.7 The principal will inform an association member of the identity of the certificated employee to be responsible for the activities of the school during the absence of the principal from the building property.
- 2.4.8 The principal or supervisor will identify to appropriately involved employees any student known to be involved with weapons or dangerous devices and provide employees pertinent information about said students.
- 2.4.9 Employees may use reasonable and prudent judgment in protecting themselves, others, or school property in dealing with threatening situations.
- 2.4.10 For those employees who are required by law to submit to drug/alcohol testing, maximum privacy will be observed. Administrators in charge will notify an employee subject to testing in confidence and will coordinate substitute coverage with the dispatcher for that employee, if needed. Random testing will be scheduled only during employee's regular work hours. The reason for such leave will be kept strictly confidential and will only be disclosed on a need-to-know basis.

Section 2.5: Employment Procedures

- 2.5.1 Upon hire, new employees will be provided an orientation appropriate to their positions to include human resources, benefits, payroll and technology department information. Additionally, location supervisors will provide information and training based on the requirements of the position and location protocol/procedures. Information may be provided electronically or in person as needed. This orientation will be completed within the first 30 days of employment.

An employee will be considered on probationary status for the first ninety (90) workdays of employment and will be subject to termination at the discretion of the district, provided that termination due to poor work performance will be preceded by an evaluation during the first seventy-five (75) workdays. Such termination will not be subject to the grievance procedure.

Change of job classification, change of department, or transfer to another district position outside the bargaining unit will not reinstate the probationary period described herein.
- 2.5.2 Unless otherwise required by law, the seniority of an employee will be defined as the length of continuous service within the school district provided that breaks in service of less than one (1) calendar year will be bridged and considered as continuous. An employee will neither gain nor lose seniority while on layoff status. Seniority will be based on the employee's original hire date with the district, not including substitute, temporary or casual time worked.
- 2.5.3 By December 15, the district will provide the association a seniority list ranking each employee from greatest to least seniority at association's request.
- 2.5.4 Except to the extent actually required by law, a new employee will be placed on the first step of the salary schedule.
- 2.5.5 An employee who is resigning will give a two (2) week notice. A retiring employee will give at least a four (4) week notice. A terminating employee will receive benefits to which she/he is entitled.

Section 2.6: Work and Overtime

2.6.1 A workweek of a full-time employee will consist of five (5) consecutive days of no more than eight (8) hours on any one day, to be completed in an eight-and-one-half (8-1/2) hour period on a Monday through Friday basis (or a different five (5) consecutive day period if bargained for a new position). Work hours for bus drivers will be calculated and paid to the one-tenth (1/10) of an hour. The workweek for substitutes will begin on Monday and end on Sunday.

Upon mutual agreement between the district and employee, exceptions to the normal workweek can be implemented to allow a longer workday and corresponding time off where the workload allows. Such exceptions will require the written approval of both parties and cannot result in additional cost to the district, including changes to shift premiums.

2.6.2 Employees shall be entitled to paid rest period(s) and an unpaid lunch break according to the following schedule:

- Work for four to five hours = One paid fifteen (15) minute break
- Work more than five (5) hours up to six(6) hours = One paid fifteen (15) minute break and one unpaid/duty free thirty (30) minute lunch break
- Work over six(6) hours but less than eight(8) hours= One paid twenty (20)minute break and one unpaid/duty free lunch break of at least thirty (30) minutes
- Work eight(8) hours = Two paid fifteen (15) minute breaks and one unpaid/duty free lunch break of at least thirty (30) minutes

Regular daily work schedules (including early release days and alternate schedule days) break times will be provided to employees by the end of September each year or within one(1) month of initial employment . All efforts will be made to schedule lunches and breaks at mid-shift whenever possible.

Employees may leave the worksite during duty-free lunches and breaks as long as travel time does not extend the lunch or break period. Employees working within the school district boundaries may return to their home departments prior to beginning their duty-free lunch breaks.

Employees who are unable to take their duty-free lunches and/or breaks will notify their immediate supervisor as soon as possible but no later than the end of their workday. If a duty-free lunch or break cannot be arranged, the employee will document the entire lunch or break on their time sheet. Such time will be paid at the regular rate of pay unless it results in overtime (See Section 2.6).

2.6.3 An employee who is required by her/his immediate supervisor to work more than forty (40) hours per week or more than eight (8) hours in a day will receive one-and-one-half (1-1/2) times her/his wage rate or, at the request of the employee, compensatory time off at the applicable overtime rate. Employees who have mutually agreed to a longer workday will not receive the overtime rate or compensatory time for any work up to and including forty (40) hours per week

2.6.4 The use of compensatory time must comply with the Fair Labor Standards Act. Accrual of compensatory time is at the employee's extra time or over-time rate, as applicable. The decision to take time off in lieu of compensation is the employee's; however, scheduling of time off is by

mutual agreement of the employee and his or her supervisor. Compensatory time cannot be carried over to the following school year unless it is unable to be taken due to summer workload. Such circumstances must be approved by Human Resources. Compensatory time not used by the end of the fiscal year will be paid at the applicable rate of pay when earned.

2.6.5 For office and paraeducator employees, time worked on Saturday will be paid at two (2) times their regular hourly rate of pay except normally scheduled work hours, in-service or workshops. Sundays and holidays will be paid at two (2) times their hourly rates.

For all other employees, time worked on Saturday will be paid at one and one-half (1-1/2) times their regular hourly rate of pay except normally scheduled work hours, in-service or workshops. Sundays and holidays will be paid at two (2) times their hourly rates. Employees working Saturday and Sunday will be paid a minimum of two (2) hours at the applicable rate.

2.6.6 An employee who has completed his/her regularly scheduled eight (8) hour shift and is called back to work on that day by the district will be paid at the rate of one and one-half (1-1/2) times her/his regular hourly rate for a minimum of two (2) hours.

2.6.7 In the event that the district assigns or directs an employee or an employee substitutes in another role for one hour or more to perform services regularly performed by an employee with a different classification, the employee will be paid either at the employee's regular hourly rate or the rate associated with the role, whichever is higher.

2.6.8 Shift Premium

2.6.8.1 A thirty (30) calendar day written notice will be given to employees prior to any involuntary shift change. Job postings will have job start and stop times included unless the position is flexible, in which case, hours will be set by mutual agreement.

2.6.8.2 Day shift times will fall between 5:30 AM and 5:00 PM. Swing shift times will fall between 1:30 PM and 1:00 AM. Graveyard shift times will fall between 9:30 PM and 9:00 AM. This language will not apply to employees who have mutually agreed to a longer workday.

2.6.8.3 A swing shift premium in the amount of ten percent (10%) of the employee's straight-time hourly rate will be paid for hours worked where more than 50% of the hours fall within the swing shift as identified in Section 2.6.8.2. Employees who have mutually agreed to a longer workday will not receive an increase of premium pay.

2.6.8.4 A graveyard shift premium in the amount of twenty percent (20%) of the employee's straight-time hourly rate will be paid for hours worked where more than 50% of the hours fall within the graveyard shift as identified in Section 2.6.8.2. Employees who have mutually agreed to a longer workday will not receive an increase of premium pay.

2.6.8.5 Night shift and graveyard premium will not be applied to employees during the time that they are placed on day schedules for school vacations (Winter Break, Spring Break, and Summer Vacation).

2.6.8.6 Night shift and graveyard premiums do not apply to activity runs or standby time.

- 2.6.9 Stand-by Time. Employees will be paid one-half (1/2) their regular hourly rate for stand-by time. "Stand-by time" is defined as those hours spent off duty and resting on an overnight field trip.
- 2.6.10 Maintenance employees will receive sixteen (16) hours of vacation or 10.67 hours of overtime pay for every seven (7) days of on-call work. On-call days will be voluntary and must be documented on district time sheets. The resulting vacation days will be eligible for cash out in accordance with cash out language in section 4.2.3: Vacation Accumulation – 260-Day Employees Only.

Maintenance employees on-call are required to respond to call outs as soon as possible and will be on site within two (2) hours of being paged provided weather/driving conditions permit. If on-call maintenance technicians are required to perform boiler plant safety checks on Saturdays, Sundays and holidays when boilers are in operation, they will be paid at applicable hourly rates.

Section 2.7: Work Load

- 2.7.1 The immediate supervisor or employee charged with distributing work assignments, i.e. Head Custodian, Lead Maintenance Technician, Lead Technology Specialist, Lead Grounds and/or other employees with similar responsibilities, will distribute work load equitably based on hourly assignments.
- 2.7.2 If an employee feels that his/her work load is inequitable based on demands of the work timelines or other considerations, the employee will meet with his/her supervisor (defined as the yearly evaluator) prior to starting this process. If no resolution is reached, the employee may file a request for a Work Load Review (Appendix F) with his/her immediate supervisor.
- 2.7.3 The Work Load Review Committee will meet within five (5) working days of the request deadline or on a date set by mutual agreement. At the Work Load Review meeting, a timeline for resolution and/or response will be agreed to by all parties. The Work Load Review Committee will consist of two representatives from the union and two from the District who do not work directly with the employee making the request. The committee is to act as a neutral intermediary agent to problem solve and examine concerns of inequitable work load and make a recommendation for resolution of the concern. Employees must submit requests to the Director of Human Resources by November 1 and March 1 each year. The request must include a description of the concern and must be signed by the employee's supervisor. The employee may present additional information in person when the committee convenes. The committee will provide a response to the request within five (5) days of the meeting.

Measures taken by the committee will not exceed \$6000 in total per year for the unit. Any remedy provided will be for the fiscal year only, and unused money will be rolled into and split between the meeting fund identified in 2.9.4 and the professional development fund in 5.2.1 BIESPA leadership will be given an accounting of the fund distribution when requested.

This process will not be subject to the grievance procedure.

- 2.7.4 Work Load Review requests should not impact the employee's regular work hours. If committee work is done outside of the regular work day, it will be without pay.
- 2.7.5 Work Load Review requests will be made on the Work Load Review Request Form (Appendix E of this agreement).

Section 2.8: Extra Assignments

2.8.1 Except in cases where conditions do not permit, an initial notice of voluntary extra assignment/work/overtime will be posted on a departmental seniority rotation sheet which will be shared electronically at least twenty four (24) hours in advance of the assignment. The department supervisor or designee will post the assignment in the departmental seniority rotation sheet agreed upon by the site supervisor and an association representative. Such available assignments will be filled on a seniority/rotational basis. Email and/or phone call notifications will be sent to verify the additional assignment to the staff member granted the assignment.

Should such hours remain unfilled, the department supervisor/designee will email notification to all employees. It is the responsibility of interested employees to respond by return email. The extra work assignments will be filled on a seniority/rotational basis using the following order: department employees, employees listed in the layoff/recall pool, all employees and then substitutes, provided minimum job qualifications are met.

If the assignment is still not filled, the originating supervisor will assign the extra work to site employee(s) in the department by reverse seniority, on a rotating basis.

Departments will be defined as in Section 3.4.3: Layoff/Recall.

Pay rate will be at the position rate at the employee's step with the applicable overtime multiplier.

The district will make every effort to minimize errors in extra work/overtime assignment distribution. The remedy for assignment errors will be that the next available assignment for which the employee is qualified will be offered to that employee.

This language does not supersede existing Section 2.8.4: Transportation Assignments or Section 2.8.5: Bus Drivers – Activity Runs.

2.8.1.1 When events requiring assistance by employees are held at district facilities, employees that are needed will be notified at least five(5) days in advance, if possible. For less than eight(8) hour per day employees that have completed their assigned work day and have left the worksite then return to work, the applicable shift differential will apply (2.6.8.2, 2.6.8.3, 2.6.8.4). After eight (8) hours is surpassed, time and a half will apply. Compensatory time may be allowed at the employee's request.

2.8.2 Hazardous Assignments

2.8.2.1 The employee assigned to change the stadium pole lights will be paid a premium of one-hundred-twenty-five dollars (\$125.00) per daily assignment for performing such work over and above the employee's regular hourly rate of pay for actual hours worked. One person will be assigned to be on the ground below for safety precaution.

2.8.2.2 Employees assigned to perform roofing work will be paid one dollar (\$1.00) per hour above their regular hourly rate for hours worked on such assignments.

- 2.8.2.3 Employees assigned to work with asbestos removal or on items protected by asbestos coating will be paid at double time rates for hours worked in such assignments. It is understood that wages will be according to the following examples with dollar amounts determined by current salary schedule.

During regular shift:

$$\$(\text{Step}) \times 2(\text{double for asbestos work}) = \$(\text{rate of pay})$$

During evening hours and Saturdays:

$$\$(\text{Step}) \times 1.5(\text{overtime}) \times 2(\text{asbestos double}) = \$(\text{rate of pay})$$

During Sundays and Holidays:

$$\$(\text{Step}) \times 2(\text{Sun/Hol}) \times 2(\text{asbestos double}) = \$(\text{rate of pay})$$

The district will attempt to facilitate the work during the lowest time-cost period consistent with the safety of building occupants.

- 2.8.2.4 Employees assigned to cleaning or repair duty in the heating pipe access tunnels will be paid at one and one-half (1-1/2) times their regular hourly rate for hours worked in such assignments. This does not include asbestos assignments referred to in 2.8.2.4.

- 2.8.2.5 Employees assigned hours as a Special Education Paraeducator which may result in physical harm to others are required to complete the Fundamental Course of Study within the parameters and timelines set by the Professional Educator Standards Board (PESB) and other training that prepares them for working with students with such disabilities. These paraeducators will be designated and paid as a Student Support Specialist on the wage schedule for their Special Education Paraeducator classroom-based hours, in recognition of the population they work with and the training required for the position. If an employee has at least two (2) hours a day of Student Support Specialist designation, then all of their classroom based hours will be paid at that rate.

2.8.3 Classified Employees Substituting for Teachers

- 2.8.3.1 Classified employees with a bachelor's degree and a valid teaching certificate (or an emergency substitute certificate) who make themselves available to substitute teach on an emergency basis will be compensated at the substitute teacher pay rate or the employee's rate of pay whichever is higher.
- 2.8.3.2 The district will pay for the cost of that employee's teacher certification application.
- 2.8.3.3 Emergency teacher substitute placement priority will first be given to the placement of classroom paraeducators in the classroom, program, and/or school building to which the classroom paraeducator is currently assigned.
- 2.8.3.4 The paraeducator or other classified employee will not be pulled from their assigned classroom or program for an emergency substitute teaching assignment more than twice per month, except by mutual consent.

2.8.3.5 The district will make a conscientious effort to provide a classified substitute for the paraeducator or other classified employee.

2.8.3.6 Participation as an emergency teacher substitute is strictly voluntary.

2.8.4 Transportation Assignments

2.8.4.1 School bus drivers will work a regular forty (40) hour workweek between Monday and Friday. Drivers may bid for extra assignments on a daily basis, not to exceed fifteen (15) hours of work in one day or forty (40) hours per week (Monday through Friday). All hours worked between Monday and Friday will be paid at the employees' regular rate of pay. In cases of emergency outside the control of the district (i.e. ferry breakdowns, bus breakdowns, traffic delays etc.) the employee will receive overtime pay for additional hours worked because of the emergency, if the hours exceed eight (8) hours per day.

2.8.4.1.b Bus drivers that perform additional duties as driver trainers will be paid at the driver trainer rate for hours spent conducting classroom and behind-the-wheel training for new drivers. In addition to training new drivers, they will provide refresher training for other drivers as directed by the Transportation Supervisor.

2.8.4.2 Prior to the first working day of the school year and up until the first annual bid, all drivers will automatically be assigned the previous year's route package and hours. In the event there are open routes or significant changes in route packages, a full rebid will occur for regular drivers, in order of seniority, prior to offering positions to applicants.

Finalized packages will be mailed to drivers a minimum of seven (7) calendar days and emailed five(5) days prior to the scheduled bid date. If a driver is unavailable to receive route package information, building representatives will be responsible for assuring drivers have access to the route package information. Building representatives will be paid for the time spent on notification.

All known permanent and temporary vacancies for the school year will be determined and posted by the beginning of the school year district in-service day and filled by offering regular drivers the vacancy in order of seniority prior to offering the position to applicants.

2.8.4.3 In years of a declared fiscal emergency and necessary layoff of drivers, or when specific routes are cancelled, a layoff, as per Section 3.4: Layoff and Recall may occur prior to the first working day of the school year. If a previously scheduled route package is reduced by one-half (1/2) hour or more per day, that employee will be allowed to bump into a position held by a less senior employee to make up hours of work, not to exceed their previous year's hours. This limited bid will initiate on the seniority list with the affected driver(s) and end at the point on the seniority list when there is not further impact to a driver's hours.

2.8.4.4 If all or a portion of a driver's route package is not available on a given day the driver will not involuntarily lose pay or benefits. This includes if the route package is comprised of transportation to a program which, annually, is less than 180 days. For unutilized hours, a driver will work available hours in the Transportation department or choose from one of the options identified in (2.8.4.5).

2.8.4.5 If a driver's route package hours or other work in the transportation department is not available, Drivers will be offered the following options:

- Work provided from the District substitute list which the individual is qualified for. If there is no work available from the substitute list, district approved training will be made available.
- Choose to use personal leave or leave without pay.

2.8.4.6 On or before October 31, all regular drivers, in order of seniority, will bid on their annual assigned route package. Drivers will begin driving their annual route package on the first working day of November.

Routes will be packaged by a team consisting of at least the Transportation Supervisor, Transportation Dispatcher, Driver Trainer, and Transportation Building Representative(s). All route packages will include ten (10) minutes for checking daily assignment information and pre-trip/post-trip bus safety checks.

Finalized packages will be presented to drivers a minimum of three (3) working days prior to the scheduled bid date. If a driver is unavailable to receive route package information, building representatives will be responsible for assuring drivers have access to the route package information. Building representatives will be paid for the time spent on notification.

2.8.4.7 The district will use mid-day runs and courier assignments to first maximize the number of eight hour route packages. Remaining mid-day runs will be available for bidding on all transportation department bids or rebids. Employees considering mid-day runs must select runs that maximize driving time. All mid-day run selections must be approved by the department supervisor.

No additional fueling or bus wash time will be made available because of mid-day run selections.

2.8.4.8 Bids will begin after drivers return from their AM runs on the scheduled bid day. Drivers unavailable to bid will either notify the supervisor of the desired route package, or accept the longest available route as assigned by the supervisor.

2.8.4.9 Following any bid or assignment of additional time on a route sheet, drivers will have ten (10) working days to assure time allocations are correct. If discrepancies are found on the route sheet, such discrepancies must be reported to the transportation supervisor. If no report is made to the supervisor, route sheets will be presumed to be correct. No increase in route sheet times will be made thereafter without approved route alterations.

- 2.8.4.10 After the October bid, a block of time that cannot be added to an already existing run without causing an increase of ninety (90) or more minutes per week will be bid upon by all drivers according to seniority. Drivers may accept the additional time if alterations to current route packages are not required.
- 2.8.4.11 The addition of a block of time of ninety (90) or more minutes may cause a lower senior employee to have a route package with more time than a more senior employee. Should this occur, a limited re-bid will be initiated on the seniority list with the affected driver(s) and end at the point on the seniority list when there is no further impact to a driver's hours. Drivers on the seniority list who have chosen not to bid on the additional time as outlined in Section 2.8.4.8 will not be entitled to this limited bid process.
- 2.8.4.12 A vacancy will be defined as the absence of a regular driver from her/his position for six (6) working weeks or longer, a new position created by the addition of hours, or a regular driver vacating a position. Driver absences of less than six (6) working weeks may be filled by a substitute driver for morning and afternoon routes. Any mid-day routes driven by a driver absent for less than six (6) *working* weeks will be offered first to regular drivers in order of seniority. Current routes will not be altered to accommodate mid-day runs.
- If a vacancy occurs after the annual re-bidding process, the district will list the vacancy within five (5) working days of the position being vacant. All bus driving vacancies must be offered to and signed off by regular drivers in order of seniority. The district will use substitute drivers for the length of time it takes to post and fill the vacancy. Vacancies will be permanently filled within thirty (30) *calendar* days of the position being closed if reasonably possible.
- 2.8.4.13 Split Shifts. Transportation employees working split shifts of seven and one-half (7 ½) hours in length will be assigned additional responsibilities/tasks within the transportation department, and their work time will be increased one-half (1/2) hour to a total of eight (8) hours for compensation.
- 2.8.4.14 Drivers who are transporting McKinney-Vento students will have their base assignments increased, thereby making the driver eligible for additional benefits during the period of transport. At the end of the period of transport, drivers will decrease their base assignments by the amount of the increase. The resulting decrease in time will not constitute reason for a rebid to regain hours. Benefits will also be reduced to reflect the decrease in the base assignment. Benefit eligibility will be consistent with current District practices. Other drivers impacted because of McKinney-Vento students will have their base hours and benefits increased/decreased also dependent upon student transport needs.
- 2.8.4.15 Individuals who do not currently have a Commercial Drivers' License (COL) and are drivers-in-training will receive up to 100 hours of pay for time spent training, paid at minimum wage. Upon successfully obtaining their CDL, they will have an opportunity to bid on an assigned route at the next scheduled bid. Until that time, they will be eligible to substitute on an as needed basis and paid at the substitute rate. Upon being assigned a regular route, these individuals will be eligible to join the association and be subject to all other provisions in this agreement.

2.8.5 Bus Drivers – Activity Runs

- 2.8.5.1 Activity runs will be filled on a seniority/rotational basis by regular or temporary employees.
- 2.8.5.2 Any driver who bids on an activity run will be limited to a total amount of hours consistent with federal/state CDL limitations. Drivers are to be limited to bidding on activity trips so as not to exceed 40 hours Monday-Friday. Drivers are to receive full pay for those hours.
- 2.8.5.3 All extra assignments will be filled on a seniority rotational basis by regular or temporary employees.
- 2.8.5.4 Overnight activity assignments will be awarded on a straight annual seniority rotational bid.
- 2.8.5.5 Any driver whose trip is canceled after the trip has started will receive a minimum of two (2) hours pay, or any trip that is canceled and that driver is not notified prior to the start time of the trip will receive two (2) hours pay for such inconvenience unless the district has made a reasonable attempt to notify the driver prior to the trip, e.g. by telephone call to employee's residence or other number given by employee.

Employees giving up a regularly scheduled run longer than two (2) hours will be compensated for the runs not driven. Run is defined as that portion of the route package that begins and ends at the transportation facility. The driver will be assigned to extra duties during this compensated time.

2.8.6 Transportation Resignations:

Transportation employees who resign after the end of a school year and are rehired on or before the first day of the next school year will retain their seniority as it affects the layoff and recall process, the route bidding process and their step on the salary schedule.

Other transportation employees who resign and are later rehired will not retain their original seniority date in either the layoff process or the route bidding process. They will, however, retain their step on the salary schedule, as required by law. Their new seniority date will be the date of their most recent rehire.

Retire/Rehires:

All retired Transportation employees who are rehired will work on a one (1) year, (school-year-only) basis. Their employment with the district will end at the end of each school year. If they wish to be considered for rehire the following year, they will need to reapply for employment with the district each August. These employees will establish a new seniority date each year they are rehired equivalent to the date of their most recent rehire. This new seniority date will determine their place in the route bidding process and their ability to sign up for extra work but they will only be eligible for rehire and able to participate in the bidding process if the number of available routes exceeds the combined number of returning drivers on a continuing status and all qualified new hires.

Section 2.9: Scheduled Work Year

- 2.9.1 An employee and his or her supervisor/building administrator will meet at the beginning of the school year to determine which non-student attendance days, if any, are to be worked. Non-student days, if worked, will be included as a part of the employee's total annual contracted days.
- 2.9.2 Additional work during vacation periods may be assigned with agreement of the employee at her/his regular rate of pay and regular benefits.
- 2.9.3 Paraeducator employees may be paid for attendance at meetings and preparatory work prior to the school year by arranging with their supervisor/building administrator to not work during any non-student time during the school year. Such arrangement must be documented and approved prior to the paraeducator performing the work.
- 2.9.4 The pool of money identified for building meetings will be a minimum of \$16,000 to allow classified employees to attend building meetings and special education paraeducators to meet periodically with classroom teachers. These monies will be monitored, and if not spent, the District and the Association will meet to determine the use of the remaining dollars.
- During the 2019-2020 school year, the District and BIESPA will convene a work group of no more than three (3) members for each party to explore ways to address the paraeducator duties within their prescribed work day. Issues and opportunities will be identified and this information will be shared with school administration and at the regularly scheduled labor and management meetings. These meetings will continue in the 2020-2021 school year.
- 2.9.5 Building technology support employees will work an additional thirty three (33) hours each school year. The days are to be scheduled at the discretion of the building administrator.
- 2.9.6 LPN/RNs will be provided twelve (12) additional hours for set up and record keeping work prior to the start of the school year.

Section 2.10: Letter of Employment

- 2.10.1 Before the end of September each year and/or within one (1) month of initial employment, the following information will be made available to employees through electronic resources:
- The expected base number of hours and days to be worked. All regularly scheduled work days and regular hours will be included in-total annual hours. (Base hours will not include extra time or overtime hours.)
 - Rate of pay and step on the salary schedule.
 - Evaluator
 - Work calendar including holidays and non-work days (applies to 260-day employees only).
- 2.10.2 Monthly pay warrants will be available electronically and will include the following:
- Personal, sick leave and vacation hours (260-day employees only) allocations and balances.

- Calculation of annual pay.
- Monthly pay and deductions.

Upon request, hard copies will be provided.

2.10.3 Annual pay is calculated by multiplying total regular hours of an employee's assignment(s) by the pay rate of the assignment(s). This calculation includes paid holidays but does not include extra time or overtime hours.

Section 2.11: No Strike/No Lockout

2.11.1 During the term of this agreement, the association and/or the employees covered by this agreement will not cause or engage in any work stoppage or sympathy strike.

2.11.2 During the term of this agreement, the district agrees there will be no lockout of employees covered by this agreement.

2.11.3 The above clauses will not be operational during any re-opener period or during a period in which all or part of the agreement is being rebargained.

ARTICLE III - PERSONNEL

Section 3.1: Due Process

3.1.1 The district will not discipline or terminate an employee without due process and just cause. The specific grounds forming the basis for such action will be made available in writing to the employee and the association. Where the district recognizes that disciplinary action may result, the employee will be advised prior to the meeting in writing of the right to association representation. The district and the association recognize that in rare cases, written notification may not be possible. An employee receiving discipline will have the option to have a representative of the association present when matters regarding discipline are being discussed. If no action is taken, Section 3.2.5 of this Agreement will apply.

Section 3.2: Personnel Files

3.2.1 Employees or former employees will, upon request, have the right to inspect all contents of their personnel file kept within the district. The employee may request in writing a photocopy of materials in the personnel file.

3.2.2 Employees will be notified in writing of any material relating to performance being entered into the personnel file.

3.2.3 The employee will have the opportunity to attach her/his own written comments to critical material in the district personnel file. Such material will be dated and signed by the employee.

- 3.2.4 Any derogatory material related to performance not shown to an employee within ten (10) working days after receipt will not be allowed as evidence in any grievance or in any disciplinary action against such employee (excluding acts of alleged misconduct that are covered by the just cause provisions of the agreement).
- 3.2.5 All materials in the personnel file not necessary for record keeping will be purged at the end of two years at the request of the employee. It is understood that evaluation reports will be maintained.

Section 3.3: Vacancies and New Positions

- 3.3.1 During the work year, written notices of vacancies and new positions within the bargaining unit will be posted on the District jobs website for not less than five (5) working days. For an applicant to be considered for a vacant or new position, they must:
- a. Submit their online application and all other required application materials no later than five (5) working days from the first day of the posting, and
 - b. Possess the minimum skills and qualifications applicable to the vacant or new position.
- 3.3.2 A vacancy is an open position within the bargaining unit or non represented groups over 10 hours per week (i.e., 2.1 hours per day). Employees who meet the posted qualifications will receive an interview for the position upon application. Applicants not receiving an interview or offer of position will be given feedback, upon request. Skill tests will not normally be required if the skill requirements of the new position are not greater than the applicant's current assignment unless the skill test is deemed necessary to determine the most qualified applicant. Positions will be filled by any present or prospective employee based upon affirmative action requirements, experience, and job qualifications for the position. If two finalists are considered equal, then the applicant from within the district with the most bargaining unit seniority will be selected for bargaining unit positions.
- 3.3.3 Employees transferred to new positions in the bargaining unit will receive salary credit at full value for all prior experience gained within the bargaining unit.
- 3.3.4 Current employees within the bargaining unit who are accepted for a position under Section 3.3.2 above will be given a thirty (30) work day work trial. If the employee's performance on the new job is not satisfactory, she/he will be returned to her/his former position or to another suitable position. Absent just cause for termination, such employee will not be terminated due to her/his unsatisfactory performance during the thirty (30) day trial period.
- 3.3.5 Increased hours at the worksite will be offered first to the most senior employees within the classification, if qualified as determined by the supervisor at the worksite, providing they have a work schedule which can accommodate the additional hour(s) within a normal work week. The number of hours per week may be offered up to ten (10) hours, but may not result in a combined assignment of more than forty (40) hours per week. Employees wishing more hours of work will notify their supervisor/building administrator in writing.
- 3.3.6 Summer school assignments will be offered on a seniority basis, except that those employees who carry out the job during the course of the regular work year will receive first choice of refusal.
- 3.3.7 If the school district uses a numerical staffing formula to assign employees to schools based on enrollment, employee hours will be adjusted in October of the school year to reflect actual

enrollment. The formula results and adjusted hours will be provided to the association president(s) by October 15.

- 3.3.8 The district will provide at least a two (2) week written notice of paraeducator hour reduction due to a decreased student overload factor.
- 3.3.9 An employee involuntarily transferred to a new position with a different job title will suffer no loss in hourly rate of pay. The transferred employee will be placed on the same experience step as in the previous position. An employee transferred to a position with a lower hourly rate of pay will be required to seek to restore lost pay by applying for open positions within the department for which he/she is qualified. An employee may choose to decline up to three (3) positions that will make him/her whole. Following the third (3rd) decline, any enhanced pay, travel time, and/or mileage reimbursements will end.
- 3.3.10 When reassignments are too numerous to fill individually, the district will schedule a reassignment meeting. The district will display all open positions and the current seniority list. Employees facing reassignment will be required to attend either in person or by proxy. By seniority, employees must select from any open position for which they are qualified to restore any lost hours. Such restoration cannot exceed thirty (30) additional minutes over lost hours. If hours cannot be restored with open positions by seniority, employees may bump the least senior person. Bumping will occur in the following order, first by the department in which they have lost hours and then by any other departments in which they retain seniority. Multiple reassignment meetings may be necessary.
- 3.3.11 Employees who have been reassigned will have priority rights, by seniority, to open positions for which they are qualified for up to twenty-four months. Reassigned employees will be required to communicate in writing, in person, by proxy, or by email their interest in a position in the pool no later than 4:00 PM of the day the position closes, if the position will make them whole. If employees have not responded by 4:00 PM of the day the position closes, they have declined the position. Notice of assignment will be provided via phone and follow-up letter within five (5) working days.

Section 3.4: Layoff and Recall

- 3.4.1 The term "layoff", as used herein, refers to action by the board to reduce the base assignment of part-time regular and full-time regular employees.
- 3.4.2 The basic number of hours and days to be worked will be entitled "base assignment". There will be no involuntary reduction in the number of hours or days to be worked within the base assignment from the previous year's letter of employment except when there is a reduction in state or local funding allocations for the following year, reductions in enrollment, or elimination of programs. Prior to considering reductions in hours or days, the district, in collaboration with union representatives, will transfer employees to available positions for which they qualify. If it is determined that reductions are still necessary after such transfers, the administration will meet with association officers and representatives in order to determine potential reduction of hours. The determination of a necessity to conduct layoffs will be made at or prior to June 30 and will include notification to association leadership. The district shall notify employees of their reductions in force (RIF) in writing, no later than July 30. Notifications will include initial scheduled recall dates (at least the first three (3) rounds), start times and locations. Recall and reassignments shall start no later than the third (3rd) week in August.

3.4.3 Employees will be subject to layoff within the bargaining unit on the basis of seniority provided that an employee meets the minimum qualifications for the retained position. For the purposes of layoff and recall, seniority is defined as the length of an employee's continuous service within a department, provided that breaks in service of less than one (1) calendar year will be bridged and considered as continuous. An employee will neither gain nor lose seniority while on layoff status. Initial seniority will be based on the employee's original hire date with the district, not including substitute or casual time worked. If individuals have the same district seniority ranking, the individual with the longest total Washington State school district service will be retained. If this does not resolve the tie, a drawing by lot will determine seniority position. If drawing by lot is used, then representation by both the association and the district will be present to ensure the drawing is conducted fairly.

3.4.4 By December 15 of each year, the district will prepare and distribute a seniority roster to all members via the district email system. Hard copies will be delivered to the association president(s) and by request to members without email access. The seniority roster will list seniority for each department that the employee works or has worked. Departments will be defined as:

- Custodial Professionals
- Food Service Professionals
- Maintenance/ Grounds Professionals
- Paraeducator Professionals
- Transportation Dispatcher and Driver Professionals
- Mechanic Professionals
- Clerical Professionals
- Security Professionals
- Technology and Network Support Professionals
- Courier Professionals
- Classified Nurses

3.4.5 The layoff or reduction process will be initiated through discussions between the district and association leadership. It is expected that the members with the least seniority will be the first to be eliminated.

An employee whose assigned work hours have been reduced due to a layoff may bump into remaining hours within any department where seniority is retained. The employee must be able to perform the essential functions of the assignment into which he/she bumps. Unless otherwise agreed upon by the district, the hours into which the employee bumps must be no less than one hour per day or one-third of that job's assigned hours, whichever is greater, with the exception of transportation (See Section 2.8.4.2).

- 3.4.6 All retained employees face possible reassignment by seniority and to a department within which the employee has seniority to fill vacancies created by lay off.
- 3.4.7.1 Employees who are laid off will be placed in a reemployment pool for twenty-four (24) months, by seniority. The district will make available a detailed description of each position available via the district webpage, and email. It is the responsibility of the laid off employee(s), in person or by proxy, to access this information from the district office, webpage, or email. If an employee decides to use a proxy, the employee must notify the association and district of the identity of the proxy, in writing, either in person or by signed letter. Laid off employees will be required to communicate by proxy or by email their interest in a position in the pool no later than 4:00 PM of the day the position closes, if the position will make them whole. Other employees in the reemployment pool may also apply, if interested. If employees have not responded by 4:00 PM *of the day the position closes, they have declined the position.* Notice of assignment will be provided via phone and follow-up letter within five (5) working days.
- 3.4.7.2 Available positions will be filled in order of seniority interest. An employee may choose to decline up to three (3) positions that will make him/her whole and still retain his/her seniority standing in the pool. Following the third (3rd) decline, the employee will be removed from the pool and any enhanced pay, travel time, and/or mileage reimbursements will end. Once an employee has replaced all lost hours, he/she will be removed from the pool
- 3.4.7.3 No new employees will be employed to fill existing or new assignments until the positions have been declined by each employee in the pool (See 3.4.7.1 above). When the need for position hours exceeds the total hours available in the reemployment pool, the district may post open positions externally
- 3.4.7.4 No later than the third (3rd) week in August, and following any necessary reassignment meetings (Section 3.3.10) the district will schedule a reemployment meeting. The district will display all open positions and the current seniority list. Employees in the reemployment pool will be required to attend either in person or by proxy. By seniority, employees must select from any open position for which they are qualified to restore any lost hours. Such restorations cannot exceed thirty (30) additional minutes over lost hours. If hours cannot be restored with open positions, by seniority, employees may bump the least senior person in any other departments in which they retain seniority. Multiple reemployment meetings may be necessary.
- 3.4.8 Employees on layoff will not be recalled to positions which exceed the hours they lost in layoff while there is a senior employee in the job description who would otherwise be assigned to this position under the vacancy or transfer language.
- In addition, employees on layoff will not be recalled to a higher paying position if qualified employee(s) in the department are interested in applying. At that point, the position will be posted within the department.
- 3.4.9 Laid off employees will, upon application, be placed on the substitute list. Laid off employees in the substitute pool will have priority for available work for which at least a three (3) working day notice has been given.
- 3.4.10 Laid off employees may continue their insurance benefits by paying the monthly group rate premium to the district up to eighteen (18) months from the date of termination of benefits as per COBRA regulations.

- 3.4.11 All benefits provided by this agreement, leave accruals and unused accumulated sick leave will be granted each employee upon return to active employment after layoff. The employee will be placed on the proper step of the salary schedule according to experience.
- 3.4.12 The district will not hire from outside the bargaining unit as long as qualified employees are found within the layoff pool who are willing to accept the position.

Section 3.5: Evaluation

- 3.5.1 All employees new to the district will be formally evaluated during the ninety (90) working day probationary period by the appropriate supervisor, using the classified evaluation form found in Appendix C of the agreement. The evaluation will include a written recommendation for permanent employment or termination.
- 3.5.2 Employees will be evaluated annually by their administrative supervisor with the evaluation process completed no later than June 15 for 180-day employees and August 31 for 260-day employees. Continuing employees may be evaluated on a short-form evaluation in alternating years if the previous year's evaluation, using the long-form evaluation, was satisfactory. However, if the probationary period evaluation is completed later than April 30, the probationary evaluation will serve as the annual evaluation. Others who coordinate or guide daily work may provide input to the employee's immediate administrative supervisor.
- 3.5.3 The employee will be given a copy of the evaluation at least one (1) working day prior to an evaluator-employee conference where the evaluation will be discussed and opportunity for employee input given. If there are no working days left in the employee's work schedule, the employee will be given a minimum of two (2) hours pay for attending such conference, such charges to come out of the building/departmental budget.
- 3.5.4 The evaluation form will be finalized and signed by the employee within three (3) working days following the evaluation conference. The employee signature of the form indicates only that the employee has seen the form; it does not indicate she/he agrees with its content.
- 3.5.5 The employee may make comments regarding the evaluation within the space provided on the form and/or may attach written comment to the evaluation at the time the employee signs the evaluation form.
- 3.5.6 The completed evaluation form will become a permanent part of the employee's personnel file.

Section 3.6: Termination for Cause

- 3.6.1 When there is a deficiency regarding an employee (excluding probationary employees) in the function of job duties, it will first be addressed verbally by the administrator, followed by an email confirming the conversation.
- 3.6.2 An employee (excluding probationary employees) whose performance continues to not meet satisfactory performance requirements will receive a probationary letter from the administrator. Such written notice will contain the following information:
 - a. The specific area(s) of deficiency.

- b. A specific and reasonable plan for improvement.
- c. Notice of the probation period (not to exceed forty-five (45) workdays).

3.6.3 Within two (2) work days following the employee receipt of the probationary letter described in Section 3.6.2, the administrator will meet with the employee to discuss the area(s) of deficiency and the specific and reasonable plan for improvement. At the conclusion of the probationary period, the administrator will make a final report indicating one of the following actions:

- a. The employee has demonstrated sufficient improvement to justify removal from the probationary status.
- b. The employee has not demonstrated sufficient improvement and is recommended for termination for cause by the board.
- c. The employee has made some progress toward improvement, but the probationary plan should be extended to allow the employee additional time to demonstrate sufficient progress.

Section 3.7: Substitutes and Temporary Employees

3.7.1 The district will provide a substitute for an employee absent from her/his work assignment for one or more days, as determined by the building/department supervisor. The unavailability of a substitute will not be used as a basis for denying the use of sick, child bearing, bereavement, judicial, emergency or personal leave (within the parameters defined in Section 7.7).

3.7.2 In the event that an employee has been on leave for greater than 30 consecutive working days and an employee has been working in their place, BIESPA and BISD will meet to discuss compensation for their employee.

3.7.3 A substitute employee is defined as someone who is substituting for a regular employee on leave, in an unfilled position or in an unfilled extra work assignment.

3.7.4 A temporary employee is defined as:

- An individual hired to fill a position of a regular employee not on pay status, but on a one-year extended leave with a commitment to return to the position.
- An individual who has been hired to a position with an expected duration of one (1) school year or less (i.e. grant funded or overload).

3.7.5 Postings for temporary positions will be clearly identified as such.

3.7.6 If the need for the temporary position ends during the year, the temporary employee will be given fifteen (15) calendar days written notice of termination.

3.7.7 All temporary positions will be terminated at the end of the year. If the need for filling the position continues, it will be posted as a permanent position for the following year.

- 3.7.8 All temporary employees will be members of the unit and covered by this agreement.
- 3.7.9 All other employees (non-substitutes) will be classified as regular part-time or regular full-time employees and will be covered by the entire terms of this Collective Bargaining Agreement.

Section 3.8: Inclement Weather Conditions

- 3.8.1 If severe weather conditions make it necessary for the district to declare school(s) closed, all but critical employees (as determined by the district) necessary to maintain the buildings and equipment will not be required to report to duty. Critical employees will, except in an emergency, be designated by their supervisors in September of each year. Regular full-time and part-time employees working only the school year will make up the day(s) when school is rescheduled. Non-critical full-time and part-time employees who work the full twelve (12) month year may choose from the following:
 - a. Use up to three (3) days of inclement weather leave. This leave may only be used when a school and/or the district has been closed due to severe weather. This leave will not be deducted from sick leave/emergency leave accumulation.
 - b. Any additional days missed may be deducted from appropriate accrued leave. If all available leave has been exhausted, leave without pay may be used.
 - c. They may report to work for no loss of pay or leave days.

Critical employees who are required to report to work on a school closure day and who do not have the option of the severe weather leave day and non-critical employees reporting for duty on a school closure day will receive up to three (3) additional compensatory vacation days.

Information regarding school closures is on the district web site and is sent to employees via email, phone and text, upon request.

- 3.8.2 Employees who have reported for work on days when school is closed because of severe weather conditions or district emergency will receive a minimum of two (2) hours pay for the day, unless timely notice of school closure has been given.
- 3.8.3 When schools are closed early due to hazardous conditions, all school-based employees except those considered to be critical will be permitted to leave immediately after students are dismissed. Such employees will report to work 30 minutes before students arrive when school opening is delayed due to hazardous conditions, unless it does not affect their regularly scheduled starting time.
- 3.8.4 When school is not in session and the district closes early due to hazardous conditions, all employee except those considered to be critical will be permitted to leave.
- 3.8.5 When school is not in session and the COBI (City of Bainbridge Island) has declared a state of emergency and/or is requesting vehicles stay off roads due to hazardous weather conditions, all employees except those considered to be critical will be permitted to leave.

Section 3.9: Background Check

- 3.9.1 The school district will reimburse all costs of state mandated background checks for new employees in positions of fewer than four hours requiring background checks after completion of twenty (20) work days of employment.

Section 3.10: Job Sharing

- 3.10.1 For the purpose of this agreement, job sharing will mean the occupation of a single staff position by two individuals with each assignment being at least half of the position.
- 3.10.2 The district will consider job-sharing requests whereby two employees may share one position. All job-sharing configurations of the position will be considered. The decision to grant the request rests with the district.
- 3.10.3 The job sharing agreement will be for one school year. In order to continue in the program, both employees must reapply for the next school year.
- 3.10.4 Salary, sick leave, personal leave, retirement, seniority, and medical insurance premiums will be prorated to reflect the fraction of the position shared. The experience step for the employee will be the same as she/he would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
- 3.10.5 The district will not incur any additional costs as a result of job sharing.

Section 3.11: Use of Recording Devices

- 3.11.1 Recording devices are tools that assist in providing a safe and secure environment for students, staff and the public. Recording devices will be used in accordance with District policy and procedures. Recording devices will not be used for the general purpose of monitoring an individual's performance except in response to a specific complaint or concern. Should a concern rise to a level of employee discipline, the employee will have the right to view the recorded data before discipline is imposed.

ARTICLE IV - HOLIDAYS AND VACATION

Section 4.1: Holidays

4.1.1 Employees will receive the following holidays at her/his average per diem (hours per week divided by 5) pay:

- New Year's Day
- Day following or preceding New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day (not a holiday for employees not working the summer)
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Day following or preceding Christmas Day

ARTICLE V - BENEFITS

Section 5.1: Insurance Benefits

5.1.1 The District will contribute the state-funded amount per month for each eligible employee as determined by the School Employee Benefits Board (SEBB).

~~5.1.2~~ New employees will select medical/dental/vision programs within the first thirty (30) calendar days of employment. Other employees may change programs during the open enrollment period for insurance coverage each year, provided, however, that an employee may add at any time one or more dependents to her/his medical/dental/vision program as permitted by the individual program. Employees will enroll in benefits on the timelines and open enrollment periods determined by the School Employee Benefits Board (SEBB).

Section 5.2: Employee Professional Development Account

5.2.1 The district will provide an in-service pool of money at a minimum of \$13,000.00 for employee development each year of the contract. Up to \$2,000.00 of the pool that is not used will carry over to the next fiscal year. The total available per year, including the maximum carry-over, will not exceed \$18,000.00.

5.2.2 Requests to attend in-service conferences, workshops, and/or career growth activities will be submitted by the employee to the designated BIESPA Executive Board member in charge of the professional development program for approval and processing.

5.2.3 In-service programs conducted by the district relating to the employee's current assignment will be paid at regular salary plus overtime, if applicable. This does not include routine departmental information meetings that will be held during regular working hours. A schedule of required courses

offered by the District to meet the Washington State Fundamental Course of Study will be ideally made available by January 15 of the school year.

Section 5.3: Transportation and Other Reimbursements

- 5.3.1 An employee will, upon filing a travel voucher, be reimbursed for required travel in the employee's personal vehicle. The reimbursement rate will be at the rate allowed by the Internal Revenue Service.
- 5.3.2 Once recommended for permanent employment (after successful completion of the probationary period), the district will reimburse a bus driver or food services employee up to \$125.00 for those direct training and/or license application costs incurred in securing a Commercial Driver's License or Food Handlers Permit.
- 5.3.3 The district agrees to reimburse maintenance technicians and grounds workers up to \$500 per year for work appropriate footwear and clothing as determined by the supervisor.
- 5.3.4 The district will provide food service employees, security officers and custodians a minimum of three (3) work shirts per year and up to \$125 for appropriate footwear as determined by the supervisor. The district will also provide to food service employees food handler aprons. Other than on school sponsored spirit days, employees are required to wear district-provided clothing during their work hours.
- 5.3.5 The district will provide required personal safety protective equipment. Rain gear for employees who regularly work outside will be provided upon employee request.

Section 5.4: Employee Salary Schedule

- 5.4.1 The salary schedule under this agreement is reflected in Appendix A. Included for each year will be any local, state and or federal increase(s) for classified employee salaries identified in the local, state or any federal appropriations act(s). Such increases will be used to offset the unfunded portion of association COLA increases. Any remaining allocated funds will be distributed within the association as directed by the association's bargaining team.
- 5.4.2 Unless otherwise agreed to by the parties, increments will be granted to all employees who have worked ninety (90) days or more in the previous years.
- 5.4.3 Maintenance technicians who obtain and maintain Building Operations Certification (BOC) will be paid 7% above the rate noted on the salary schedule. Documentation of current BOC status will be provided to Human Resources no later than April 1 of each year.
- 5.4.4 Building Technology Support employees who obtain or possess:

Certiport IC3 Digital Literacy certification or alternate track (see section 5.4.8) will be paid five (5) percent above the rate noted on the salary schedule.

Proof of completion must be received by Human Resources before the 10th of the month in order to be paid in the current month.
- 5.4.5 Technology Support Specialist(s) who obtain or possess:

CompTia A+ certification or Microsoft Technology Associate (MTA): IT Infrastructure or alternate track (see section 5.4.8) will be paid five (5) percent above the rate noted on the salary schedule.

Proof of completion must be received by Human Resources before the 10th of the month in order to be paid in the current month.

5.4.6 Lead Technology Support Specialist(s) who obtain or possess:

CompTia A+ certification or Microsoft Technology Associate (MTA): IT Infrastructure and CompTia Project+ certification or alternate track (see section 5.4.8) will be paid five (5) percent above the rate noted on the salary schedule.

Proof of completion must be received by Human Resources before the 10th of the month in order to be paid in the current month.

5.4.7 Systems Administrator(s) who obtain or possess:

CompTia A+ certification or Microsoft Technology Associate (MTA): IT Infrastructure and any two (2) of the following, Network+, Security+, Server+ or Project+ or alternate track (see section 5.4.8) will be paid five (5) percent above the rate noted on the salary schedule.

Proof of completion must be received by Human Resources before the 10th of the month in order to be paid in the current month.

5.4.8 Alternate tracks of equivalent merit to the standard track will be discussed with the Technology Director and agreed upon by both parties.

5.4.9 The district will reimburse the cost of the IC3 exam(s) to Building Technology Support employees upon successful completion of the IC3 Digital Literacy certification.

5.4.10 The District will set aside \$2000 for the purposes of funding current paraeducator staff to provide district-wide mentorship and training to paraeducators, with a focus on those new to the district. The district and association will meet to discuss the focus and application of this program and the selection process for determining the mentor(s) from each building and the ALP program as determined by the group by October 15. These funds can be used to pay for additional time for an employee or to provide a substitute. Each building and the ALP program will receive \$250 of the \$2,000. The monies will be monitored and if not spent, the District and Association will meet to determine the use of remaining dollars.

Section 5.5: Staff Retreat/District Committee Participation

5.5.1 Employees attending staff retreats with certificated staff will be paid at their appropriate hourly rate.

5.5.2 Employees serving on district committees which are an extension of the employee's position will be paid at the employee's regular hourly rate but overtime provisions will not apply unless the employee works more than forty (40) hours per week.

- 5.5.3 Employees required by their supervisor/building administrator to attend IEP meetings or faculty meetings outside their regular scheduled workday will be paid for the hours of attendance.
- 5.5.4 The district will compensate all classified employees for attending the district-wide beginning of the year welcome-back breakfast and the building staff meeting, not to exceed three (3) claimed hours for these combined activities.

Section 5.6: Pay Day

- 5.6.1 Employees will be paid on the last business day of the month.
- 5.6.2 An employee's pay will be distributed over a twelve-month period.
- 5.6.3 The district will provide direct deposit banking services for employees. Upon written request, employees may elect to receive a payroll warrant in lieu of direct deposit.
- 5.6.4 Employees may elect to defer a portion of their salary or wages to pay for a tax deferred annuity. The authorization will remain in force until modified by the employee so long as he/she is an employee of the school district.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.1: General

The purpose of the following grievance procedure shall be to provide for the orderly and expeditious adjustment of grievances at the earliest possible time. This procedure shall be utilized as a method of solving problems in the interest of educational programs and in the spirit of cooperation between the District and the Association Employees.

Section 6.1: Definitions

- 6.1.1 A "grievance" is a claim by a grievant or the Association that there exists a violation, misinterpretation, misapplication or inequitable application by the District of a specific provision of the Collective Bargaining Agreement, Memorandums of Understanding, or Letters of Agreement between the Association and the District. In the case of a grievance filed by the Association, the Association shall state the specific instance(s) or circumstance(s) which precipitates said grievance.
- 6.1.2 "Grievant" means an employee or group of employees, or the Association, having a grievance.
- 6.1.3 "Day" means a working day, which includes all district business days when the district office is open to the public.
- 6.1.4 Lack of timely response (as defined in 6.2, Steps 1, 2, and 3) by the district at any stage will serve to advance the grievance to the next higher step if the grievant chooses and signifies that choice by written notice of this purpose.
- 6.1.5 Time limits set forth herein may be extended by mutual agreement between the parties confirmed in writing.

Section 6.2: Grievance Process

6.2.1 Step 1: Within twenty (20) days (as defined in 6.1.3) of the time a grievance might reasonably be known to exist, the employee(s) or association filing the grievance will discuss the grievance with the immediate supervisor or, in the case of an association grievance, with the administrator who made the decision giving rise to the alleged grievance.

6.2.2 Step 2: In the event the grievance is not resolved in Step 1, it will be reduced to writing, signed by the employee or, in the case of an association grievance, by the president of the association, and presented to the superintendent's designee within five (5) working days of the discussion with the immediate supervisor in Step 1 or on a mutually agreed upon deadline, but no more than ten (10) working days from the date of Step 1. The grievance will set forth the specific acts that constitute the basis for the grievance, specific provisions of the agreement alleged to have been violated, and remedy sought. A meeting between the parties will be held within five (5) working days or within a mutually agreed upon deadline, but not more than ten (10) working days, of the receipt of the written grievance by the superintendent's designee. The superintendent's designee will communicate a written answer within ten (10) working days of the meeting.

The superintendent may hear and render a decision on the grievance instead of the superintendent's designee if the superintendent's designee is the immediate supervisor of the grievant or the superintendent's designee heard the association grievance at Step 1.

6.2.3 Step 3: If the association is not satisfied with the disposition of the grievance at Step 2, the association can submit the grievance to arbitration before an impartial arbitrator within ten (10) working days of the receipt of the Step 2 response or on a mutually agreed upon deadline from receipt of the Step 2 response. The arbitrator will be selected by the parties from a list of arbitrators provided by the American Arbitration Association using the strike method and in accord with its rules that will likewise govern the arbitration proceeding. Neither the district nor the association will be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator will have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this agreement. Both parties agree to be bound by the award of the arbitrator. The parties may mutually agree to submit the grievance to the Public Employment Relations Commission (PERC) for a binding ruling utilizing an arbitrator appointed by the commission in lieu of submission to the American Arbitration Association pursuant to RCW 41.56.125.

The costs for the services of the arbitrator, including per diem expenses if any and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the district and the association. All other costs will be borne by the party incurring them.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file(s) of the employee(s).

Section 6.3: Complaint Problem Solving

6.3.1 An employee having a complaint that does not involve a matter to be resolved through the grievance procedure is encouraged to contact her/his immediate supervisor in an attempt to deal with the

problem. For further clarification or if satisfactory resolution of a problem is not reached, then contact should be made directly with the superintendent's designee.

ARTICLE VII - LEAVES

Section 7.1: Sick Leave

- 7.1.1 Sick leave with pay will be earned at the rate of one (1) day per month worked for regular full-time employees, i.e. employees working seven (7) or more hours per day. One day of leave shall be calculated based on the average hours per day over a five day workweek (Monday-Friday). An employee who works ten (10) or more days in any calendar month will be given credit for the full calendar month for leave accruals.
- 7.1.2 Regular part-time employees will accrue sick leave on a prorated basis based upon their actual number of daily hours worked per month.
- 7.1.3 Sick leave will be credited to employees in advance on September 1 of each year. Should the employee be terminated, resign or go onto an unpaid leave of absence prior to the end of the work year, the number of annually available sick leave days will be prorated accordingly. Any sick leave days claimed in excess of those for which the employee was eligible will be deducted at a per diem rate from remaining pay.
- 7.1.4 Unused sick leave will accumulate from year to year to the maximum allowed by law, i.e. the number of days worked per year.
- 7.1.5 Pursuant to WAC 357-31-130, sick leave will be used only for an employee or child illness and/or injury or to care for a spouse, parent, parent-in-law, or grandparent with a serious or emergency health condition. The district will provide the Federal Family Medical Leave Act leaves pursuant to Board Policy.
- 7.1.6 An employee who is unable to perform her/his duties because of personal illness, child bearing, or other disability may request leave of absence without pay, at the exhaustion of sick leave.
- 7.1.7 When an employee is absent from employment and unable to perform their duties as the result of a workplace injury necessitating leave, it will not result in the loss of sick, personal, or vacation leave for the day on which the injury necessitating leave occurred.
- 7.1.8 An employee who is absent from work due to an injury covered by state industrial insurance (L&I) may use accumulated sick leave to make up the difference between L&I and the employee's full wages. Full wages are calculated by multiplying the employee's hourly rate by the number of hours worked daily.

In the event that an employee's accumulated sick leave is used up as a result of a personal injury sustained in the course of employment, the employee's compensation will be calculated using the following criteria;

The employee's wages less the cost of a substitute will be paid in addition to the employee's L&I payment provided the total pay to the employee, when combined with the L&I payment will not exceed full wages as defined above.

The employee's compensation will be calculated using this formula for up to an additional thirty (30) days.

- 7.1.9 Accumulated sick leave is transferable from one school district to another, from one agency to another as provided by law.

Section 7.2: Attendance Incentive Program

- 7.2.1 At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate will receive compensation at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accrued sick leave. Provisions of this leave will be administered in accordance with rules and regulations adopted now or as hereafter amended.

- 7.2.2 Remuneration for unused sick leave will be funded by the district utilizing the procedures established by state law and SPI regulations. In February of the year following any year in which a minimum of sixty (60) days of leave for illness is accrued, and each February thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. However, no employee may receive any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

Monies received under this section will not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

Section 7.3: Child Bearing Leave

- 7.3.1 In compliance with Washington State Human Rights Commission Regulations, an employee who is bearing a child will be entitled to leave, sick leave, and other benefits "on the same terms and conditions as they are applied to other temporary disabilities".
- 7.3.2 Paid child bearing leave will be deducted from the sick leave allowance.

Section 7.4: Bereavement Leave

- 7.4.1 Employees will be granted up to five (5) days paid leave per death of members in the immediate family, which includes spouse, child, parent, sibling, grandparent, in-law, or others living in the immediate household.
- 7.4.2 The death of an aunt, uncle, niece, or nephew will be occasion for one (1) day of leave with pay.
- 7.4.3 The death of a close personal friend will be occasion for one (1) day of leave with pay, which will be deducted from sick leave.
- 7.4.4 Additional leave may be granted at the discretion of the superintendent or the superintendent's designee.

7.4.5 Such leave is non-accumulative.

Section 7.5: Superintendent's Leave

7.5.1 The superintendent may grant additional leave time at his/her discretion. An employee will submit a written request for such leave to the superintendent.

Section 7.6: Judicial Leave

7.6.1 Leave of absence with pay will be granted when an employee is summoned to serve as a juror or subpoenaed to appear in a court of law, provided that the employee is not a party to or involved in the action. If any witness or juror fees are paid, that amount will be deducted from the employee's regular pay. Any transportation, meal, or lodging expense reimbursement will be retained by the employee.

Section 7.7: Personal Leave

7.7.1 Employees will be granted two (2) days of personal leave per year. One (1) additional day of leave will be granted at ten (10) years and another day at fifteen (15) years of employment. Employees may accumulate a maximum of six (6) days. If leave is taken as a five or six day block, it must be approved by the immediate supervisor and may not be used at the beginning or end of the school year, or before or after a multiple day school break. Employees required to assist in the administration of mandated state testing may not use multiple days of personal leave during state mandated testing week(s).

7.7.2 Except in emergencies, an employee intending to use personal leave will give at least one (1) week written notice to the immediate supervisor. The employee will not be required to state the reason for taking this leave other than he/she is taking such leave under this section. Personal leave usage within a given school on a given day will not exceed twenty percent (20%) of the paraeducators. In smaller departments or programs where workload will be negatively affected by multiple leaves on the same day, one or more leaves may be denied by the supervisor. However, the employees requesting the leave may present a plan to their supervisor to address workload so that it is not negatively affected. Accepting the employees' plan is at the discretion of the supervisor.

7.7.3 Employees may carry up to sixteen (16) hours of personal leave into the succeeding year to a maximum of forty-eight (48) hours. Sixteen (16) unused hours may be cashed out annually in August to be paid in September. If an employee has more than forty-eight (48) hours of personal leave remaining at the end of the school year, these days will be cashed out per the employee's written request.

Section 7.8: Emergency Leave

7.8.1 Employees may use emergency leave for problems that are suddenly precipitated and are of such a nature that preplanning is not possible, or where preplanning cannot relieve the necessity for the employee's absence. Emergency leave will be up to a limit of five (5) working days. Appropriate accrued leave, such as sick leave, personal leave, or vacation may be used. If all available leave has been exhausted, leave without pay may be used.

7.8.2 Additional emergency leave may be granted at the discretion of the district. Each request will be considered on its own merit and will not be considered practice or precedent-setting.

Section 7.9: Association Leave

7.9.1 Annually, the association will be granted released time of up to forty (40) days with pay for employees to attend to association business.

7.9.2 Cost of substitutes used to replace employees on association leave will be reimbursed to the district by the association.

Section 7.10: Military Leave

7.10.1 Employees will be granted military leave of absence in accordance with law.

Section 7.11: Leave of Absence

7.11.1 An employee may apply for a leave of absence without pay for any reason, including but not limited to child rearing, study, family illness, travel, medical reasons, office in professional organizations, or election to a local, state, or national governmental office.

7.11.2 Employees may continue their health insurance as allowed by the carrier at the group rate when paid by the employee.

7.11.3 Upon return to the district, the employee will be assigned the same or similar position. The employee will retain all seniority but will not accrue seniority benefits and salary increments.

Section 7.12: Unpaid Leave

7.12.1 Except in emergencies, an employee intending to use leave without pay will submit a leave request form to their immediate supervisor at least one week prior to the absence. The employee will state the reason for the absence.

7.12.2 The district has no obligation to grant requests but leave without pay may be granted at the discretion of the district. Each request will be considered on its own merit and will not be considered practice or precedent-setting.

7.12.3 An employee is not eligible to accrue sick, personal, or vacation leave while on an unpaid leave of absence.

Section 7.13: Adoption Leave

7.13.1 An employee receiving a child through legal adoption will be granted, upon request, up to four (4) days leave with pay, deductible from sick leave, which may be used for the following:

- a. Travel to obtain child.
- b. A required observation with child; or
- c. Court and legal procedure to finalize adoption.

An employee may use up to twenty (20) additional days of accrued sick leave for adoption leave.

Section 7.14: Domestic Violence Leave

- 7.14.1 An employee who is a victim of domestic violence, sexual assault or stalking may take reasonable or intermittent leave from work to take care of legal or law enforcement needs or get medical treatment, social services assistance or mental health counseling. The employee may choose to use sick leave or other available paid time off, previously earned compensatory time off or unpaid leave.
- 7.14.2 Family members of a victim may also take reasonable leave to help the victim obtain treatment or seek help. Per RCW 49.76, family member includes: child, spouse, parent, parent-in-law, grandparent, or person the employee is dating.
- 7.14.3 The employee or family member must give advance notice when possible.
- 7.14.4 The district may require verification from an employee or family member who is requesting leave. Such verification may include a police report indicating the employee or family member was a victim, a court order providing protection to the victim, documentation from a healthcare provider, advocate, clergy or attorney, or an employee's written statement that the employee or employee's family member is a victim and needs assistance.

Section 7.15: Leave Sharing

- 7.15.1 Eligibility to donate leave:

Employees may authorize, in writing, the transfer of annual leave (vacation) to another classified employee if the transfer will not result in the annual leave (vacation) balance of the transferring employee falling below ten (10) days.

Employees may authorize, in writing, the transfer of sick leave to another classified employee only when the donating employee retains a minimum of one hundred seventy-six (176) hours of sick leave after the transfer (RCW 41.04.665).
- 7.15.2 In order to receive donated leave, an employee must meet the following statutory criteria:
 - a. Suffers from, or has a relative or household member suffering from an illness, injury, impairment or physical or mental condition that is of an extraordinary or severe nature that has caused or is likely to cause the employee to go on leave without pay, or to terminate employment with the district;
 - b. Has been called to service in the uniformed services;
 - c. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to the emergency or its aftermath.
 - d. Is a victim of domestic violence, sexual assault, or stalking;

- e. Is a current member of the uniformed services or is a veteran (or spouse of either) as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability;
- g. Is sick or temporarily disabled because of a pregnancy disability.
- h. Have justified the absence and use of such a program, i.e. health care provider's verification;
- i. Have depleted or anticipates shortly depleting his/her annual and sick leave reserves;
- j. Have abided by district rules regarding sick leave use;
- k. Have been found ineligible for benefits under Chapter 51.32 RCW (worker's compensation).

No employee may receive more than the equivalent of one of his/her work years in transferred leave.

7.15.3 Transfer Procedure: Requests for leave sharing will be made to the Director of Human Resources who will consult with the association leadership. Upon approval and notification to the association, payroll will notify employees of the need for shared leave. Criteria for sharing/receiving shared leave will be consistent with state laws. For the purposes of implementation of this section, shared leave transfer will be converted to days.

Section 7.16: Paid Family Medical Leave (PFML)

7.16.1 Starting January 1, 2020, all employees will be eligible for Paid Family Medical Leave if they have worked for 820 hours or more in the qualifying period prior to a qualifying event. The benefit cannot be taken without a "qualifying event." The employee must apply for PFML through The Employment Security Department (ESD). For this section (7.15), the term "ESD" stands for "The Employment Security Department."

7.16.2 Qualifying Events/Eligibility/Benefits:

- a. Up to twelve (12) weeks of paid leave per year to care for yourself or your family:
 - 1. Family Leave
 - i. Care and bond after a baby's birth, or the placement of a child younger than 18 years old.
 - ii. Care for a family member experiencing an illness, or medical event
 - iii. Certain military-connected events
 - 2. Medical Leave
 - i. Care for yourself in relation to an illness or medical event
 - 3. Additional Benefits
 - i. Total of up to eighteen (18) weeks for a serious health condition during pregnancy
 - ii. Total of up to sixteen (16) weeks for multiple health events in a year

7.16.3 The district will notify all employees annually about their benefits under PFMLA. The district will notify employees who have a qualifying event and will help facilitate their claim to the ESD.

- 7.16.4 Such leave shall be used consecutively with the employee's other leave entitlements or at the employee's election. Employees may elect not to access leave entitlements (FMLA, PFML) beyond accumulated sick leave. An employee cannot be compelled to exhaust or use sick leave prior to accessing PFML (RCW 50A.04.045).
- 7.16.5 PFML is in addition to leave from employment where benefits are paid for Unemployment, or Worker's compensation (RCW 50A.04.240). PFML is also in addition to pregnancy/childbirth disability leave. (RCW 50A.04.250)
- 7.16.6 When accessing Paid Family Medical Leave, an employee may supplement from any available leave an allowance up to the difference between the PFML benefit and the employee's regular compensation.
- 7.16.7 The twelve (12) week benefit period shall be defined as sixty (60) work days, exclusive of weekends, holidays, and school breaks.

Section 7.17: Vacation Accumulation – 260-Day Employees Only

- 7.17.1 All full-time employees will be entitled to eleven (11) days of vacation each year. Full-time employees will receive one (1) additional vacation day upon completion of each succeeding year of employment with the school district, except at the end of the fifth year two (2) additional days will be added, up to a maximum of twenty-two (22) vacation days per year.
- 7.17.2 Regular part-time employees will accrue vacation days on the same basis as full-time employees, but the total days will be proportionate to the total number of hours worked up to a maximum of twenty (20) full vacations days per year.
- 7.17.3 Employees are encouraged to take vacation leave within the year in which vacation leave credits are earned. Employees who are unable to take vacation leave for which they are eligible within that year due to work requirements or due to special circumstances as determined by the superintendent, may carry over such leave provided, however, such carry-over leave will not exceed twenty-five (25) days. An employee with leave carry-over greater than twenty-five (25) days will receive regular daily per diem for such leave days over the maximum allowable, up to thirty (30) days per year. No more than thirty (30) days may be cashed out over two (2) school years.
- 7.17.4 If a paid holiday occurs during vacation time, an extra day will be added to the vacation period.
- 7.17.5 An illness or injury that occurs during vacation time can be counted as sick leave provided the employee notifies her/his supervisor immediately when sickness or injury occurs.
- 7.17.6 Upon return from leave, an employee will document such leave on a district time sheet
- 7.17.7 For employees working twelve (12) months per year, vacations will be taken with the approval of the immediate supervisor.

ARTICLE VIII - DURATION

Section 8.1: Expiration

8.1.1 Except as provided otherwise, this agreement will be in effect from September 1, 2022 through August 31, 2024.

FOR THE ASSOCIATION

FOR THE DISTRICT

Lisa Draper

Nathan Fitzpatrick

Date: _____

Appendix A Wage Schedule 2022-2023

Group	Role	STEP	Sub	1	2	3	4	5	6	7	8	9	10
Clerical	Office Assistant	25-09	\$ 21.88	\$24.31	\$24.81	\$25.32	\$25.84	\$26.36	\$26.90	\$27.45	\$28.01	\$28.58	\$29.16
	Office Professional	25-10	\$ 24.94	\$27.71	\$28.19	\$28.70	\$29.21	\$29.73	\$30.26	\$30.80	\$31.34	\$31.90	\$32.47
	Office Manager / Accounting / Records Spec.	25-11	\$ 26.79	\$29.77	\$30.37	\$30.99	\$31.63	\$32.28	\$32.93	\$33.60	\$34.28	\$34.99	\$35.70
	Administrative Assistant	25-12	\$ 29.22	\$32.47	\$33.05	\$33.63	\$34.24	\$34.84	\$35.48	\$36.10	\$36.75	\$37.68	\$38.06
Custodial	Custodian	25-15	\$ 22.39	\$24.88	\$25.32	\$25.77	\$26.24	\$26.70	\$27.18	\$27.65	\$28.15	\$28.65	\$29.16
	Night Shift Custodian 10% (Swing)	25-16	\$ 24.63	\$27.37	\$27.85	\$28.36	\$28.86	\$29.37	\$29.90	\$30.43	\$30.97	\$31.52	\$32.08
	Elem Head Custodian	25-17	\$ 25.13	\$27.92	\$28.42	\$28.93	\$29.45	\$29.96	\$30.50	\$31.04	\$31.60	\$32.16	\$32.73
	Intermed/ M.S. Head Custodian	25-18	\$ 27.41	\$30.45	\$30.75	\$31.07	\$31.38	\$31.69	\$32.02	\$32.34	\$32.67	\$32.99	\$33.33
	H.S. Head Custodian	25-19	\$ 28.12	\$31.24	\$31.56	\$31.88	\$32.20	\$32.52	\$32.85	\$33.19	\$33.52	\$33.85	\$34.20
	H. S. Head Custodian Night Shift 10% (Swing)	25-20	\$ 30.92	\$34.36	\$34.71	\$35.07	\$35.42	\$35.76	\$36.13	\$36.50	\$36.88	\$37.24	\$37.62
	Graveyard Shift Custodian (20%)	25-46	\$ 26.87	\$29.86	\$30.38	\$30.92	\$31.48	\$32.04	\$32.61	\$33.19	\$33.78	\$34.39	\$34.99
Food Service	Para 1 - Lunch Supervision (current employees only)	25-01	\$ 19.60	\$21.78	\$22.41	\$23.04	\$23.68	\$24.35	\$25.05	\$25.75	\$26.48	\$27.23	\$28.00
	Food Service Asst / Lunch Supervision	25-02	\$ 19.20	\$21.33	\$21.65	\$21.98	\$22.30	\$22.65	\$23.00	\$23.35	\$23.71	\$24.06	\$24.42
	Cashier/Asst Cook	25-03	\$ 19.78	\$21.98	\$22.48	\$23.00	\$23.53	\$24.06	\$24.62	\$25.19	\$25.76	\$26.36	\$26.97
	Cook Manager	25-04	\$ 21.93	\$24.37	\$24.99	\$25.65	\$26.30	\$26.97	\$27.66	\$28.38	\$29.10	\$29.85	\$30.62
	Central Kitchen Coordinator	25-05	\$ 23.23	\$25.81	\$26.47	\$27.15	\$27.84	\$28.56	\$29.29	\$30.04	\$30.81	\$31.60	\$32.41
Grounds	Grounds	25-21	\$ 27.49	\$30.54	\$30.92	\$31.31	\$31.71	\$32.11	\$32.52	\$32.93	\$33.35	\$33.77	\$34.20
	Lead Grounds/Maint Spec	25-22	\$ 28.17	\$31.30	\$31.78	\$32.26	\$32.76	\$33.25	\$33.76	\$34.28	\$34.79	\$35.33	\$35.87
	Lead Grounds/Maint Spec +7%BOC	25-23	\$ 30.15	\$33.50	\$34.00	\$34.52	\$35.05	\$35.57	\$36.12	\$36.67	\$37.22	\$37.80	\$38.37
Maintenance	Maint Technician	25-26	\$ 31.28	\$34.76	\$35.30	\$35.83	\$36.38	\$36.94	\$37.49	\$38.06	\$38.64	\$39.22	\$39.83
	Maint + 7%BOC	25-27	\$ 33.47	\$37.19	\$37.77	\$38.33	\$38.92	\$39.51	\$40.12	\$40.73	\$41.35	\$41.97	\$42.61
	Lead Maint	25-28	\$ 36.14	\$40.16	\$40.98	\$41.82	\$42.66	\$43.54	\$44.44	\$45.33	\$46.26	\$47.21	\$48.17
	Lead Maint + 7%BOC	25-29	\$ 38.67	\$42.97	\$43.86	\$44.74	\$45.66	\$46.59	\$47.54	\$48.51	\$49.50	\$50.51	\$51.54
Nursing	LPN/RN Classified	25-36	\$ 31.30	\$34.78	\$35.05	\$35.31	\$35.57	\$35.85	\$36.11	\$36.40	\$36.66	\$36.95	\$37.22
Paraeducator	Paraeducator Supervision (Classroom, Crossing Guard, Media, Library, Recess)	25-06	\$ 21.54	\$23.93	\$24.42	\$24.92	\$25.43	\$25.95	\$26.48	\$27.02	\$27.57	\$28.14	\$28.71
	Paraeducator Special Ed. (Resource, Title 1, Health Room)	25-07	\$ 22.28	\$24.75	\$25.25	\$25.75	\$26.27	\$26.80	\$27.32	\$27.87	\$28.43	\$29.00	\$29.58
	Paraeducator Special Ed. (ILC, Developmental Preschool, Adult Living Program)	25-13	\$ 22.61	\$25.12	\$25.63	\$26.14	\$26.66	\$27.20	\$27.73	\$28.29	\$28.86	\$29.44	\$30.02
	Student Support Specialist	25-08	\$ 23.38	\$25.98	\$26.50	\$27.04	\$27.58	\$28.13	\$28.69	\$29.27	\$29.85	\$30.46	\$31.06
Security	Campus Monitor	25-14	\$ 23.25	\$25.83	\$26.47	\$27.13	\$27.82	\$28.51	\$29.21	\$29.95	\$30.70	\$31.46	\$32.25
Technology Services	Bldg Tech Support/ Help Desk	25-38	\$ 24.01	\$26.68	\$27.08	\$27.49	\$27.92	\$28.34	\$28.76	\$29.20	\$29.65	\$30.10	\$30.56
	Bldg Tech Support w/Cert +5%	25-39	\$ 25.21	\$28.01	\$28.43	\$28.88	\$29.30	\$29.75	\$30.20	\$30.67	\$31.13	\$31.61	\$32.09
	Tech Support Specialist	25-40	\$ 31.90	\$35.44	\$35.96	\$36.50	\$37.05	\$37.61	\$38.17	\$38.75	\$39.33	\$39.91	\$40.51
	Tech SupSpec w/cert +5%	25-41	\$ 33.48	\$37.20	\$37.76	\$38.33	\$38.90	\$39.49	\$40.09	\$40.69	\$41.29	\$41.92	\$42.54
	Lead Tech Specialist	25-42	\$ 35.44	\$39.38	\$40.09	\$40.80	\$41.52	\$42.27	\$43.01	\$43.78	\$44.56	\$45.35	\$46.17
	Lead Tech Spec w/cert+5%	25-43	\$ 37.22	\$41.36	\$42.08	\$42.84	\$43.60	\$44.37	\$45.16	\$45.97	\$46.79	\$47.63	\$48.48
	System Administrator	25-44	\$ 43.20	\$48.00	\$48.74	\$49.48	\$50.23	\$51.00	\$51.77	\$52.56	\$53.36	\$54.17	\$55.00
	System Administrator w/cert+5%	25-45	\$ 45.37	\$50.41	\$51.17	\$51.96	\$52.74	\$53.55	\$54.36	\$55.19	\$56.03	\$56.89	\$57.75
Transportation	Motor Pool	25-31	\$ 21.29	\$23.65	\$24.35	\$25.14	\$26.15	\$26.86	\$27.16	\$27.44	\$27.90	\$28.20	\$28.71
	Bus Driver	25-32	\$ 24.81	\$27.57	\$29.04	\$30.33	\$31.63	\$32.95	\$33.30	\$33.67	\$34.00	\$34.36	\$34.90
	Courier	25-33	\$ 24.81	\$27.57	\$29.04	\$30.33	\$31.63	\$32.95	\$33.30	\$33.67	\$34.00	\$34.36	\$34.90
	Dispatcher Driver Trainer	25-34	\$ 27.27	\$30.30	\$31.93	\$33.39	\$34.83	\$36.25	\$36.63	\$37.01	\$37.41	\$37.81	\$38.33
Mechanic	Mechanic	25-24	\$ 28.31	\$31.46	\$31.93	\$32.43	\$32.92	\$33.42	\$33.93	\$34.45	\$34.97	\$35.51	\$36.05
	Head Mechanic	25-25	\$ 31.00	\$34.44	\$35.02	\$35.62	\$36.22	\$36.83	\$37.46	\$38.11	\$38.75	\$39.40	\$40.07

APPENDIX B - BISD 303 - CLASSIFIED EMPLOYEE EVALUATION

Name _____ School/Dept.: _____ School year: _____

Evaluation Type: Annual 90-Day (Check appropriate box for each criterion below)

Comments mandatory for unsatisfactory and needs improvement marks

1. Reliability: Dependable, trustworthy; independent worker requiring minimal supervision; uses and maintains equipment properly.

Highly dependable Consistently dependable Sometimes able to work independently Work needs close supervision

Comments:

2. Attendance/Punctuality: Regular attendance and consistently on time; provides sufficient notice for absences and tardiness.

Meets Expectations; on time and at work regularly Attendance and/or punctuality need(s) improvement Frequently late or absent without leave

Comments:

3. Communication/Interpersonal Skills: Positive and considerate; communicates appropriately; positive approach to problem solving; helpful and friendly; good listening skills; handles confidential issues appropriately relative to job duties.

Exceeds Expectations
Actively seeks to understand others exceptional teamwork and communication skills.

Meets Expectations
Consistently meets expectations: treats others with respect.

Needs Improvement
Occasionally does not use the appropriate skills: does not always communicate clearly with others.

Unsatisfactory
Inappropriate skills seriously affect job; does not treat others respectfully.

Comments:

4. Quality, Organization and Production of Work: Does thorough, accurate and professional work; has high standards and work ethic; makes minimal errors; uses time efficiently, has good organizational skills.

Exceeds Expectations
Produces above level; work is exceptional and a role model for others

Meets Expectations
Produces at expected level; work is thorough, accurate and complete

Needs Improvement
Produces below what should be done, some errors and some assignments not complete

Unsatisfactory
Produces at unacceptable level of work, many errors, work not complete

Comments:

5. **Work Knowledge and Skills:** Understands all aspects of job; has knowledge and skills necessary to perform job; pays attention to detail; uses technology effectively relative to job duties.

Exceeds Expectations
Full understanding of job

Meets Expectations
General understanding

Needs Improvement
Lacks some understanding

Unsatisfactory
Lacks considerable understanding

Comments:

6. **Teamwork:** Works cooperatively with others; develops good working relationships; promotes good staff morale; works positively in solving problems.

Exceeds Expectations
Initiates collaboration with team

Meets Expectations
Works cooperatively with team

Needs Improvement
Sometimes has difficult time with team members

Unsatisfactory
Unable to work collaboratively

Comments:

7. **Conformance with Standards:** Adheres to federal, state, district, department and building policies, procedures and standards; adheres to safety regulations and practices.

Meets Expectations

Needs Improvement

Unsatisfactory

Comments:

OVERALL RATING: Base rating on overall annual performance of employee

Exceeds Expectations

Meets Expectations

Needs Improvement

Unsatisfactory

Comments to support overall rating:

Employee Signature

Date

Evaluator Signature

Date

(Signature indicates only that I have read this evaluation; I may or may not agree with its content.)

APPENDIX C – SHORT FORM EVALUATION

**BAINBRIDGE ISLAND SCHOOL DISTRICT
EDUCATIONAL SUPPORT PERSONNEL EVALUATION – SHORT FORM
(In lieu of “long form” – alternating years)
(NOT TO BE USED IF EMPLOYEE HAS BEEN REASSIGNED OR JOB
REQUIREMENTS HAVE CHANGED)**

The following instrument for the evaluation of educational support personnel is based upon the following:

- Job Knowledge
- Work Habits
- Human Relation Skills
- Professional Growth

_____ has demonstrated satisfactory/unsatisfactory performance and has met the evaluation requirements for the current school year.

Employee's Signature

Evaluator's Signature

Date: _____

APPENDIX D – GRIEVANCE FORM

FORMAL STATEMENT OF GRIEVANCE – STEP ONE/TWO

Grievant(s) _____ Date of Formal Presentation _____

School/Department _____ Work Phone _____

Immediate Supervisor _____ Date Alleged Violation Occurred _____

Facts giving rise to the Grievance:

Provisions(s) of the Agreement alleged to be violated:

Remedy (specific relief) requested:

DISTRIBUTION

Immediate Supervisor
Association Representative
Superintendent
Grievant(s)

Signature of Grievant(s)
Date _____

Signature of Association Representative
Date _____

Signature of Immediate Supervisor
Date _____

APPENDIX E: REQUEST FOR WORK LOAD REVIEW FORM

The Work Load Review Committee must meet within five (5) working days of the request. Timelines may be extended by mutual agreement.

Date Requested: _____

Date Received: _____

Name: _____

School: _____

Position: _____

Participants necessary to solve the problem:

Principal/Supervisor: _____

APPENDIX F: ADDRESSING COMMUNICATION, STUDENT OR SAFETY CONCERNS

When addressing concerns related to communication among special education staff, student concerns, and or safety concerns, it is best practice to communicate in person with the certificated staff member with whom you directly work. If for some reason, this process does not address your concerns, classified special education para-educators are encouraged to fill out this form and submit it to the building principal or supervisor for the department.

Please circle which area(s) are of concern:

Communication Student learning Student safety Staff safety Other

Please describe your concern:

What remedies do you suggest?

Supervisor response:

APPENDIX G: LETTER OF AGREEMENT

**LETTER OF AGREEMENT
BETWEEN
BAINBRIDGE ISLAND SCHOOL DISTRICT
AND
BAINBRIDGE ISLAND EDUCATIONAL SUPPORT PROFESSIONALS
ASSOCIATION**

Prudence Zosa, who is currently employed as a Licensed Practical Nurse (LPN), will be given the opportunity to join the Association under the RN/LPN department now or at any time in the future. If she decides not to join the Association, she will remain as an unrepresented employee.

FOR THE ASSOCIATION

FOR THE DISTRICT

Nathan J. Patrick

Date: 9/21/2020

APPENDIX H: LETTER OF AGREEMENT

LETTER OF AGREEMENT

BETWEEN

BAINBRIDGE ISLAND SCHOOL DISTRICT (BISD)

AND

BAINBRIDGE ISLAND EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION (BIESPA)

BISD and BIESPA agree to a two (2) year contract from the 2022-2023 school year through the 2023-2024 school year.

Wages:

There will be a wage increase of 5.5% which is based on the current state-determined revenue increase factor applied to classified staff with the exception of two positions noted further below.

This is currently adjusted based on an inflationary factor. For the 2023-2024 school year, each cell on the wage scale will be adjusted by the state-determined revenue increase factor applied to classified staff. If the state-determined adjustment to the revenue factor for classified staff is negative, the wage scale will not be negatively impacted.

We will apply 7.7% for the 2022-2023 school year for Office Managers and Administrative Assistants. These positions will be adjusted based on the state-determined revenue increase factor applied to classified staff for the 2023-2024 year. In addition, office managers will be responsible for updating information on their school and/or department website(s).

7.7% wage increase for:

- Office Manager (Step 25-11). Inclusive of this is the recognition that the office managers will also be primarily responsible for regular updated communication on the website for their respective building or program.
- Administrative Assistant (25-12)

We will create a new ILC Paraeducator step in the wage scale and work collectively on a job description this upcoming year. The wages in this step would be adjusted 1.5% above the adjusted 5.5% Step 25-07 to create a new Step 25-08 for the 2022-2023 school year. It will then be adjusted based on the state-determined revenue increase factor applied to classified staff for the 2023-2024 school year. The student support specialist role (now step 25-09) will continue to represent a 5% increase from the Resource Room/Title/Health Room paraeducator step (Step 25-07).

Building Tech Support Specialists:

Hours per day by Assignment

We will increase the hours per day for the sites outlined in the table below. These hours are considered school year only, and incumbent building technology specialists will not be required to apply for the open hours on an annual basis. A portion of these additional hours will be funded by the technology levy, and will be contingent on passage and renewal of the technology and maintenance and operation levies.

APPENDIX H: LETTER OF AGREEMENT

Updated Hours for Building Technology Specialists			
School Site	Current Hours/Day	Updated Hours/Day	Hours Increased
Blakely	4	7	3
Ordway	4	7	3
Wilkes	4	7	3
Sakai	6	7	1
Commodore	1.83	7	5.17
Woodward	6	7	1
BHS	6.17	8	1.83

Reporting Structure

Building Technology Specialists will report to the Director Technology Services and will be evaluated annually with input from the building principal.

New Paraeducator Training:

A disappearing taskforce of district and association individuals will develop a scope and sequence for new paraeducator training in alignment with the FCS and the needs of the position based on input from current practitioners prior to the start of the 2022-2023 school year. Ideally, content would be prepared by August 12, 2022. Members will include up to two (2) current paraeducators who will be compensated at their current hourly rate of pay for up to ten (10) hours of work to develop a scope and sequence for new paraeducator training. BISD and BIESPA will convene if additional hours are requested and will mutually determine whether or not to grant additional hours.

School Year Only Positions:

BIESPA and BISD will meet prior to the start of the school year to discuss upcoming continuing and school year only positions.

Clarification of Transportation Overtime Language:

Over the course of this contract, a disappearing task force of district and association individuals will clarify the intent and application of language in 2.8.4.1 regarding the definition of overtime for bus drivers. Members of this task force will consist of BISD and BIESPA leadership, and participation by other classified employees will be voluntary.

Technology Job Descriptions:

Over the course of this contract, BISD and BIESPA leadership will meet to update and/or clarify current job descriptions for tech support specialist, building tech support specialist, lead tech specialist, and system administrator.