

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
KENNEWICK SCHOOL DISTRICT #17**

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
KENNEWICK ASSOCIATION OF
EDUCATIONAL SECRETARIES CHAPTER**

SEPTEMBER 1, 2015 - AUGUST 31, 2018



Public School Employees of Washington / SEIU Local 1948
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of Human Resources policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to Human Resources policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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P R E A M B L E

This Agreement is made and entered into between Kennewick School District Number 17 (hereinafter "District" or "Employer") and the Kennewick Association of Educational Secretaries, an affiliate of Public School Employees of Washington/SEIU Local 1948.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3 below, and the Association recognizes the responsibility of representing the interest of all such employees.

Section 1.2.

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

1 **Section 1.3.**

2 The bargaining unit to which this Agreement is applicable includes classified employees in the
3 Secretarial-Clerical general job classification, except the following: Secretary to the Superintendent,
4 Certificated Personnel Secretary, Classified Human Resources Secretary, Business Office Assistant,
5 Benefits Specialist and Payroll Specialist.
6

7 **Section 1.3.1.**

8 Substitutes are casual employees who work less than thirty (30) cumulative days in any one
9 school year. Substitutes who work thirty (30) cumulative days or more in any one (1) school
10 year will be paid at the probation step and will not receive other benefits or contract rights.
11

12 Temporary employees who fill a specific, temporarily-vacated position which is projected to be
13 ninety (90) consecutive working days or more shall be considered bargaining unit members as of
14 the date of hire for the temporary position and shall receive all contractual benefits on the first (1st)
15 day of hire.
16

17 An employee filling a specific, temporarily-vacated position which reaches ninety (90)
18 consecutive working days shall be given a seniority date retroactive to the hire date of the
19 temporary position, but other benefits will not be applied until the ninety-first (91st) working day
20 in that position.
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24 **ARTICLE II**

25 **RIGHTS OF THE EMPLOYER**

26 **Section 2.1.**

27 It is agreed that the customary and usual rights, powers, functions, and authority of management are
28 vested in management officials of the District. Included in these rights in accordance with and subject
29 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
30 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
31 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
32 release employees from duties because of lack of work or for other legitimate reasons. The District
33 shall retain the right to maintain efficiency of the District operation by determining the methods, the
34 means, and the personnel by which operations undertaken by the employees in the unit are to be
35 conducted.
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39 **Section 2.2.**

40 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
41 District. All rules and regulations relating to Human Resources policies, procedures and practices, and
42 matters of working conditions shall be in accord with this Agreement.
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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.

The District will not, directly or indirectly, interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.

The Kennewick School District No. 17 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the public. This holds true for all students who are interested in participating in all education programs and/or extra-curricular school activities in the Kennewick School District.

Section 3.6.

Each employee reserves the right to see all material placed in his/her personnel file and to review the entire file upon request, provided the request is made during normal working hours at the District Human Resources office. All derogatory material contained in the file shall be removed, upon request, twenty-four (24) months after its placement in the file. Findings related to offenses against children will remain in the employee's personnel file in accordance with applicable laws. Employees will be given their due process rights, a chance to review and respond to any allegation prior to it being placed in their personnel file. No documents shall be placed in an employee's personnel file until the conclusion of the investigation.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on all matters of concern, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.

Section 4.2.

The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to be present at any hearing conducted for the resolution of such grievances.

Section 4.3.

A seniority list will be updated by October 1st and emailed to each location to be posted. A copy will be provided for the Association.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948.

Section 4.5.

The President of the Association and his or her designated representatives will be provided time off without loss of pay to attend meetings which the Administration judges to be in the best interest of the District. The District shall grant a maximum of one (1) day annual release time per each Association Delegate (up to three (3)) to attend the PSE Convention, if applicable.

Section 4.6.

The President of the Kennewick Educational Secretaries Association, an affiliate of Public School Employees of Washington/SEIU Local 1948, shall be provided names of new hires within the group.

Section 4.7.

The District shall provide each new employee with a copy of this agreement to be furnished the District by the Association.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that appropriate matters for consultation and negotiation are grievance procedures, wages, hours and working conditions.

1 **Section 5.2.**

2 It is further agreed and understood that the District will consult with the Association, and meet with the
3 Association upon its request, in the formulation of any changes being considered in existing benefits,
4 policies, practices and procedures applicable to the Association.
5

6 **Section 5.3.**

7 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
8 the other party to advise, discuss or consult regarding matters concerning working conditions not
9 covered by this Agreement.
10

11 **ARTICLE VI**

12 **ASSOCIATION BUSINESS**

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16 **Section 6.1.**

17 The Labor/Management committee is designed to allow the parties to meet at mutually scheduled
18 times to discuss appropriate matters that do not require negotiations. The committee shall consist of
19 the Association President and five (5) members chosen by the Association, and the District Human
20 Resources Manager and five (5) management representatives chosen by the District.
21

22 **Section 6.2.**

23 The District will provide suitable space to conduct such meetings.
24

25 **Section 6.3.**

26 When formal meetings are held between the Association and the District, each party shall be
27 responsible for preparing its own minutes.
28

29 **Section 6.4.**

30 Time during working hours, whenever possible, will be allowed Association representatives for
31 attendance at meetings with the District. Time, whenever possible, will also be allowed for
32 representatives to discuss with the employees grievances and appropriate matters directly related to
33 work situations in their area or craft. Association representatives will guard against the use of excess
34 time in the handling of such matters.
35

36 **Section 6.5.**

37 Visitation rights shall be granted to the designated representative of the Public School Employees of
38 Washington to visit with employees in the appropriate bargaining units for purposes of grievance
39 procedures and/or general information data. The visiting delegate shall notify the School District of
40 his/her arrival.
41

42 **Section 6.6.**

43 The Association representatives shall represent the Association and employees in meeting with
44 officials of the District to discuss appropriate matters of mutual interest. They may receive and
45 investigate to conclusion complaints or grievances of employees on District time and thereafter advise
46 employees of rights and procedures outlined in this Agreement and applicable regulations or directives
47 for resolving the grievances or complaints. They may not, however, continue to advise the employee
48 on courses of action after the employee has indicated a desire not to pursue a grievance. This does not,

1 however, preclude the Association's right to pursue the matter to conclusion. They may consult with
2 the District on complaints without a grievance being made by an individual employee.

3
4 **Section 6.7.**

5 The Chapter [Association] President, or designee, shall be invited to be included in the drafting of the
6 school calendar.

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10 **ARTICLE VII**

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12 **HOURS OF WORK**

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14 **Section 7.1.**

15 Each employee shall be assigned in advance to a definite shift with designated times of beginning and
16 ending. Such shift shall not be changed without two (2) weeks notice to the employee, unless the
17 employee voluntarily waives the two (2) week notice.

18
19 **Section 7.1.1. Flex-Time.**

20 With the approval of the District, employees may request "flex-time" for their position. "Flex-
21 time" is defined as a shift (hours) that does not correspond to "normal business hours." Flex-
22 time will not be used to obligate the District to pay overtime.

23
24 **Section 7.2. Meals and Rest Breaks.**

25 The Administration shall determine the length of each shift. In the event an employee is assigned to a
26 shift of four (4) hours or more, the employee shall be given a fifteen (15) minute rest period for each
27 two (2) hours of continuous work.

28
29 Shifts of five (5) hours or more will have a scheduled thirty (30) minute uninterrupted lunch period as
30 near the middle of the shift as is possible. The immediate supervisor will determine the time for the
31 lunch period.

32
33 **Section 7.3.**

34 In the event an employee is assigned less than seven (7) hours daily, the employee shall be given a
35 fifteen (15) minute rest period during each three and one-half (3-1/2) hours of work.

36
37 **Section 7.4.**

38 The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
39 consecutive days of rest, Saturday and Sunday.

40
41 **Section 7.5.**

42 Employees required to work through their regular lunch periods will be given time to eat at a time
43 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
44 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,
45 he/she shall be compensated for the foregone lunch period.

46
47 **Section 7.6.**

48 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the

1 District will make every effort to notify employees to refrain from coming to work. This notification
2 shall be in the form of public radio/TV announcements. Employees reporting to work shall receive a
3 minimum of two (2) hours pay at base rate in the event of such a closure; provided, no employee shall
4 be entitled to any such compensation in the event he/she has been actually notified by the District of
5 the closure prior to leaving home for work. Any lost time due to delayed school opening will be made
6 up in cooperation with the Principal or Supervisor. The District and the Association will meet to
7 further develop and refine this policy as needed, via the Labor-Management Committee, during the life
8 of this agreement.

9
10 **Section 7.6.1. Rescheduling Workday.**

11 If an employee's workday is of less time than regularly scheduled, due to delay or closure as
12 defined in 7.6 the employee shall have one (1) of the following options:

13
14 **LESS THAN 12 MONTH EMPLOYEES:**

- 15 A. Employees will work the identified make-up days (or a portion thereof as appropriate).
- 16 B. The supervisor and the employee will mutually schedule the unworked hours.
- 17 C. The employee may request debiting his/her vacation or personal leave bank or
18 emergency leave.
- 19 D. The employee may accept a deduction of pay for the unworked hours.
- 20 E. The employee may opt to have their contract extended by the number of days missed,
21 and work those days.

22 If the employee does not select one (1) of the above options within the payroll period, she/he
23 will accept option "E".

24
25 **12 MONTH EMPLOYEES:**

- 26 A. The supervisor and the employee will mutually schedule the unworked hours.
- 27 B. The employee may request debiting his/her vacation, personal leave bank or
28 emergency leave.
- 29 C. The employee may accept a deduction of pay for the unworked hours.

30
31 If the employee does not select one (1) of the above options within the payroll period, she/he
32 will accept option "C".

33
34 This section pertains to rescheduling of workdays as applicable to Section 7.6 only.

35
36 **Section 7.7.**

37 Employees requested to work a shift regularly filled by a higher classification employee shall receive
38 compensation equal to that normally received by the employee in the higher classification.

39
40 **Section 7.8.**

41 The District will provide six (6) additional hours per year per Library Secretary which will be pooled
42 at the building level and used with the supervisor's approval. The District will provide eight (8)
43 additional hours per year per secretary, which will be pooled at the building level and used with the
44 supervisor's approval.

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46 The normal practice of providing substitutes, to facilitate necessary use of leave time for bargaining
47 unit personnel, shall continue to be observed.

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ARTICLE VIII

OVERTIME

Section 8.1.

All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate. The employee shall have the option of having the time computed as comp time or as pay at one and one-half (1½) the base rate. Comp time, if offered by the District, shall be taken at the option of the employee, and if opted for, must be taken within the pay period following that in which it was earned.

Section 8.2.

Employees called back on a regular workday shall receive no less than two (2) hours pay at the appropriate rate. Time worked in excess of two (2) hours under such conditions shall be rounded to the next full hour. A call-back shall be defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.

ARTICLE IX

HOLIDAYS

Section 9.1.

All employees shall receive the following paid holidays that fall within their work year:

- | | |
|----------------------------------|--|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Friday after Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Day before Christmas
(for 12-month contract employees) |
| 6. Labor Day | 12. Day before New Year's Day
(for 12-month contract employees) |

Section 9.2.

When paid holidays fall on a Saturday or Sunday, the District shall have the discretion of declaring either the following Monday or the preceding Friday as the holiday.

Section 9.3.

Any time worked on holidays shall be paid at the overtime rate in addition to an employee's daily rate. However, if school should be held on a legal holiday, or on a Monday following a weekend legal holiday, the working employee shall be compensated at two times the hourly rate.

Section 9.4.

Should a holiday occur while an employee is on vacation, the employee will be paid holiday pay.

Section 9.5. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the

1 time the holiday occurs. Employees who are on the active payroll on the holiday and have worked
2 their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday,
3 and are not on approved leave, shall be eligible for pay for such unworked holiday.
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7 **ARTICLE X**

8 **SICK LEAVE**

9 **(ILLNESS, INJURY, EMERGENCY LEAVE POLICY, AND MATERNITY LEAVE)**

10 **Section 10.1.**

11
12 Each employee shall accumulate one (1) day of sick leave for each calendar month worked, minimum
13 of ten (10) days per year. An employee who works eleven (11) workdays in any calendar month will
14 be given credit for a full calendar month. Sick leave shall be vested when earned. Sick leave may be
15 used for illness, injury, and emergencies and in accordance with applicable RCW's. Employees from
16 School Districts within the State shall be granted leave credit according to State law which provides for
17 transfer of accumulated leave from the previous District.
18

19
20 Sick leave will be granted in accordance with applicable laws. A physician's statement of illness may
21 be required upon the request of the Superintendent or designee, or Principal or Supervisor, under the
22 following conditions:
23

- 24 1. When there is a question regarding the employee's fitness for duty.
- 25 2. When the employee has requested and been denied other leave for the same days the employee
26 takes sick leave.
- 27 3. When the employee has exhausted all available sick leave.
- 28 4. When an illness exceeds five (5) days.
- 29 5. When the employee is on an attendance improvement plan.
30

31 **Emergency Leave:**

32 With approval of the Supervisor, employees will be granted emergency leave when an event or
33 unforeseen combination of circumstances calls for immediate action on the part of the employee and
34 which cannot be attended to outside the employee's regular hours of work. Emergency leave is
35 deducted from the employee's sick leave bank.
36

37 **Section 10.1.1. Sick Leave Attendance Incentive Program.**

38 The parties agree to adhere to the provisions of RCW 28A.400.210 as currently in effect and
39 described in the next paragraph. (Employee attendance incentive program – Remuneration or
40 benefit plan for unused sick leave).
41

42 In January of the year following any year in which a minimum of sixty (60) days of leave for
43 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
44 option to receive remuneration for unused leave for illness or injury accumulated in the
45 previous year at a rate equal to one (1) days monetary compensation of the employee for each
46 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which
47 compensation has been received shall be deducted from accrued leave at the rate of four (4)
48 days for every one (1) day of monetary compensation.

1 **Section 10.1.2.**

2 In the event sick leave and all other leave has been exhausted, a leave of absence without pay
3 shall be granted per Section 11.1.

4
5 **Section 10.2. On-the-Job-Injury**

6 Any employee covered by Workers' Compensation and State Industrial Insurance may upon request,
7 upon loss of time due to a job related injury or illness, be paid, at the option of the employee, sick
8 leave in the amount of the difference between his/her regular pay and compensation received from the
9 State Department of Labor and Industries. The full amount of sick leave may, upon request, be paid
10 for the first three (3) days. Should an employee later receive compensation from the Department of
11 Labor and Industries for the first three (3) days of absence, the amount paid the employee shall be credited
12 to the District from monies due the employee in the next payroll period. That portion of sick leave paid,
13 as determined by the ratio of regular sick leave and State Industrial Compensation, shall be charged
14 against the employee's accrued sick leave.

15
16 The District will not automatically utilize all available leave time unless notified, in writing by the
17 employee to do so.

18
19 There is no buy back provision for any leave use with the exception of sick leave.

20
21 **Section 10.3. Bereavement Leave.**

22 Each employee shall be entitled to one (1) to a maximum of five (5) days leave with pay for each
23 occasion when absence is caused by the death of a relative as approved by the supervisor. The number
24 of days granted shall be mutually determined between the employee and the supervisor. Such leave
25 shall not be deducted from sick leave and is noncumulative. Employees will be allowed time off to
26 attend the funeral of a friend. An official death or funeral notice may be requested by the supervisor
27 upon the employee's return.

28
29 **Section 10.4.**

30 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a
31 witness in court or is named as a co-defendant on behalf of the School District, he/she shall receive his/her
32 normal days pay for each day he/she is required in court. Any expense reimbursement received for such
33 service shall be retained by the employee. If an employee is dismissed from jury selection, or if an
34 employee is dismissed from jury duty with two (2) hours or more remaining in the regular workday, that
35 employee should notify their immediate supervisor of their availability to return to work.

36
37 In the event that an employee is summoned as a party in a court action, such employee may use
38 personal leave, emergency leave, vacation leave or unpaid leave.

39
40 **Section 10.5. Maternity Leave.**

41 Upon application by an employee subject to this Agreement, the District shall grant maternity leave.
42 Such leave shall commence at such time as the employee and her medical advisor deem necessary.
43 The District may require medical certification. Employees granted maternity leave must return to
44 work not later than sixty (60) calendar days following termination of pregnancy. Employees granted
45 maternity leave, shall, at their option, be allowed compensation for maternity leave in accordance with
46 Section 10.1 of this Article. After exhaustion of the sixty (60) calendar days, such employees may be
47 granted a leave of absence pursuant to Article XI of this Agreement.

1 leave of absence, not to exceed one (1) year, may be granted upon request of the employee. The
2 employee is responsible to inform the District of his/her wish to return to work and must apply for
3 posted positions. Once the employee has returned to employment they will not lose accrued seniority,
4 salary, vacation and sick leave rights. However, vacation credits and sick leave shall not accrue while
5 the employee is on leave of absence. If there are no positions for the returning employee, they will be
6 considered to be on lay-off and shall be governed by Article XIII. A leave of absence will not be
7 granted when the purpose of such leave is to pursue other employment.

8
9 **Section 11.2.**

10 Employees on a medical LOA or Workers Compensation are responsible for updating their supervisor
11 or the KSD risk manager, whichever is appropriate, on their status every thirty (30) calendar days.

- 12
13 1. Non-medical LOA of ninety (90) workdays or more: When a regular employee has been
14 granted a leave of absence, the duration of which is expected to be ninety (90) workdays or
15 more, the assignment will be considered open and put up for bid and will be posted. Upon
16 return of the regular employee from a leave of absence exceeding ninety (90) workdays, he/she
17 will be eligible to bid on any new or open assignments without loss of seniority.
- 18 2. LOA of less than ninety (90) workdays: A regular employee requesting a leave of absence, the
19 duration of which is expected to be less than ninety (90) workdays, will retain their position
20 until the time of return. This assignment will be covered in accordance with the CBA during
21 the employee's absence; if no current employee is available; the assignment shall be filled by a
22 substitute employee. If an employee fails to return within the ninety (90) workday period, the
23 assignment will then be opened for bid.
- 24 3. LOA Due to medical reasons, including L/I: When an employee is anticipated to be on
25 extended leave for medical reasons of the employee or family member, paid or unpaid, L/I or
26 personal medical reasons, the vacated assignment will be posted and filled by a temporary
27 employee. If it is known through medical documentation or the employee's self-report that the
28 leave will exceed twelve (12) work months on Workers Compensation or extended medical
29 leave of the employee, their position will be posted as a continuing position. If the District has
30 received medical notification that the employee will no longer be able to perform the essential
31 functions of the position, and after discussion with the employee, the district has determined
32 that no reasonable accommodation can be made, the position will be posted as a continuing
33 position. Employees shall retain their seniority date during this period for up to two (2) years
34 from the initial date of leave.
- 35 4. Should the employee be released to return to work after their position is posted but before their
36 seniority date has expired, the employee will remain in "lay-off" status. Section 13.4.1 shall
37 apply.

38
39 The employee will be eligible to bid on available positions, or perform fill-in work when released to
40 return to work, if released prior to the two (2) year limit. When performing fill-in or sub-work,
41 employees will be paid the Step I rate shown on Schedule A. Employees shall retain their seniority
42 date during this period for up to two (2) years from the initial date of leave.

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44 If such leave is granted due to extended illness, one (1) additional year may be granted.
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ARTICLE XII

VACATIONS

Section 12.1.

Paid vacations shall be granted to all employees subject to this Agreement on the following basis.

Section 12.1.1.

Eleven (11) or more days worked in the month of hire shall be considered a full month for purposes of earning vacation (this applies to the first month of employment).

Section 12.1.2.

Employees shall receive one (1) paid vacation day for each month worked. Eleven (11) days or more worked, *including paid leave or holidays, shall be considered a full month worked. The minimum vacation given will be as follows:

9 month employees	=	minimum 9 days vacation
10 month employees	=	minimum 10 days vacation
11 month employees	=	minimum 11 days vacation
12 month employees	=	minimum 12 days vacation

*In the month of December, the minimum days worked for vacation credit shall be ten (10) days.

Twelve (12) month employees shall receive one (1) additional day after fifteen (15) years of experience.

Section 12.1.3.

On completion of five (5) consecutive years of service, each employee shall receive one (1) additional day paid vacation annually for each additional consecutive year of service to a maximum of twenty (20) days paid annual vacation. Employees who work five (5) consecutive months in their first year of employment will have a full year's credit toward the five (5) consecutive years in this section.

Section 12.1.4.

Vacation shall be granted to all employees on September 1, based upon their hours worked in the prior year ending August 31st.

12-month Employees:

- Vacations for twelve (12) month employees shall be scheduled by mutual agreement of the employee and the supervisor.
- A maximum of five (5) unused vacation days may be cashed out by twelve (12) month employees by August 31st of each year.
- Five (5) unused vacation days will automatically be cashed out on the August paycheck if not specifically requested to be cashed out earlier by the employee, or designated for accumulation by the employee.
- Up to five (5) unused vacation days a year may be carried over to December 31st, following the accrual date with approval of the immediate supervisor.

- No vacation may be carried over beyond December 31st; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Less than 12-month Employees:

- Vacations for employees less than twelve (12) months at the school site shall be used on non-school attendance days whenever possible, requests may be granted on a case-by-case basis.
- Vacation for less than twelve (12) month employees may be cashed out anytime in the contract year.
- Unused vacation days will automatically be cashed out on the August paycheck if not specifically requested to be cashed out by the employee by the July payroll cutoff date.
- Up to five (5) unused vacation days a year may be carried over for a maximum of thirty (30) days following the accrual date with approval of the immediate supervisor.
- No vacation may be carried over for more than thirty (30) days beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.
- A substitute will be provided when vacation is approved.

Section 12.1.5.

Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck.

Section 12.2.

Sick leave sharing may be utilized in accordance with RCW 41.04.665 as now or hereafter amended. The purpose of this section is to permit employees to donate accumulated leave to a fellow employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has cause or is likely to cause the employee to take leave without pay or terminate his/her employment.

ARTICLE XIII

SENIORITY

Section 13.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 13.1.1.

In the case where the seniority date is the same, the employee with the earliest application date shall have seniority. In the event of a further tie, seniority will be determined by drawing lots.

Section 13.2.

An employee shall lose seniority for any of the following reasons:

- 1 A. Resignation;
- 2 B. Discharge for any reason contained in this Agreement; or
- 3 C. Retirement.

4

5 **Section 13.3.**

6 Seniority rights shall not be lost for the following reasons:

- 7
- 8 A. Time lost by reason of industrial accident, industrial illness, for a period of up to twenty-four
- 9 (24) months from initial date of leave.
- 10 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
- 11 States or jury duty, as defined by law.
- 12 C. Time spent on other authorized leaves of absence, in accordance with the CBA.

13

14 **Section 13.4.**

15 Senior permanent employees will have preferential rights over junior employees regarding promotions,

16 and assignment to new or open jobs or positions. If the District determines that seniority rights should

17 not govern because a junior employee or outside candidate possesses qualifications substantially

18 greater than a senior employee, the District shall, upon request of the senior employee, set forth in

19 writing to the employee the reasons why the senior employee has been bypassed.

20

21 **Section 13.4.1.**

- 22
- 23 1. In the event of a layoff, reduction in force, or cut in hours, the Association President shall
- 24 be notified as soon as possible.
- 25 2. The employees subject to this agreement and in the classifications of Secretary and Library
- 26 Secretary shall be combined on one list, in seniority order.
- 27 3. Layoff/Reduction shall be done according to seniority of all employees subject to this
- 28 agreement. In the case of a cut in hours, seniority will be followed when minimum
- 29 qualifications for the job are met.
- 30 4. Employees in lay-off or reduced hours status shall have priority in filling new or open
- 31 positions, or filling in (subbing) for absent unit employees at the Step I rate shown on
- 32 schedule A, over junior employees and outside candidates.
- 33 5. Employees must contact the Human Resources office in writing each sixty (60) days after
- 34 the date of layoff regarding their intent to remain active for reemployment. Names shall
- 35 remain on the seniority list for two (2) years provided the employee actively applies for
- 36 open positions during that time period.

37

38 **Section 13.4.2. Position Posting.**

39 After September 1, 1999 any new or recently vacated position, with an increase of two (2) or

40 more hours within the first twelve (12) months, requires that position to be re-posted and made

41 available to all bargaining unit members.

42

43 **Section 13.5.**

44 The District shall post all new or vacant positions as soon as possible after the District is notified of the

45 opening. All open positions shall be posted at each building in designated areas or placed in Job

46 posting notebooks. A copy of each posting shall be electronically provided to Chapter President. All

47 postings shall be publicized for five (5) workdays or until filled.

1 In the event that a death creates an opening, the site supervisor will have the discretion of allowing the
2 staff to observe a reasonable grieving time before filling the vacancy. This extended circumstance will not
3 exceed sixty (60) calendar days.
4
5

6
7 **ARTICLE XIV**
8
9 **PROBATIONARY PERIOD**
10

11 **Section 14.1.**

12 Each new employee shall remain in a probationary status for a period of not more than six (6) calendar
13 months following the hire date.
14

15 Each probationary employee shall be evaluated by his or her immediate supervisor before the end of
16 the probationary period. At any time during probation, management may discharge a probationary
17 employee at its discretion. The District shall make every attempt to notify the president of such action
18 prior to the action taking effect.
19

20 **Section 14.2.**

21 Probationary employees are considered bargaining unit employees subject to all rights and terms
22 contained herein beginning with their first day of employment, subject to the terms of Section 14.1.
23 Probationary employees will remain in their original job assignment for the entire six (6) month
24 probationary period. Once employees have completed their probationary period, they may apply for
25 new or open positions.
26
27
28

29 **ARTICLE XV**
30
31 **DISCHARGE AND EVALUATION OF EMPLOYEES**
32

33 **Section 15.1.**

34 The District may discharge any employee subject to this Agreement for justifiable cause. The issue of
35 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
36 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
37 employee before other employees or the public.
38

39 **Section 15.2.**

40 The parties agree that a policy of progressive discipline will be used when applicable. Progressive
41 discipline shall consist of a verbal warning, written reprimand, suspension without pay, and ultimately
42 to discharge. The employee may be placed on paid administrative leave during a period of
43 investigation.
44

45 **Section 15.3. Notification To Non-Annual Employees.**

46 This section is intended to be applicable to those employees whose duties necessarily imply less than
47 twelve months (excluding vacations) work per year.
48

1 **Section 17.2.**

2 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan, by
3 an authorized vendor, on District receipt of an employee's written authorization. On receipt of a
4 written authorization by an employee, the District shall make the requisite withholding adjustments
5 and deductions from the employee's salary.
6

7 Employees shall participate in VEBA in accordance with the attached Memorandum of Understanding.
8 This Memorandum of Understanding shall be bargained each year and attached to the contract.
9

10
11
12 **ARTICLE XVIII**

13
14 **INSURANCE**
15

16 **Section 18.1.**

17 The parties agree to abide by state law relating to School District Employees Benefits. The School
18 District shall not use state benefit allocations for any purpose other than insurance benefits.
19

20 **Section 18.2. Contributions.**

21 The District shall contribute an amount, equal to the state contribution, beginning September 1st of
22 each year and continuing for twelve (12) months thereafter (August 31), for each full-time equivalent
23 employee in the bargaining unit and a prorated amount of same for all regular part-time employees, to
24 be used for the purchase of insurance benefits.
25

26 **Section 18.3. Eligibility.**

27 Those employees projected to be working four (4) hours or more shall be eligible to receive a District
28 contribution, based on State Allocation amounts, for the selected benefits (both mandatory and
29 optional) that is a prorated percentage of a full-time equivalent employee's contribution. The
30 percentage of full-time equivalence (FTE) will be determined by projecting the expected work year for
31 an employee and finding the percentage that the projection is of a full-time position. A full-time
32 position, for purpose of insurance benefits, is defined as 1,440 hours per year.
33

34 **Section 18.4. Continuing Eligibility.**

35 To continue to remain eligible for the District insurance contribution, employees must meet the
36 following criteria:
37

- 38 1. Work at least five (5) days, or be in a paid status, within a contracted work month. (this could
39 include donated leave)
- 40 2. Be on an authorized leave that meets the eligibility requirements of the Family Medical leave
41 Act (FMLA).
42

43 Employees who do not maintain these eligibility requirements will be responsible for self-paying the
44 entire insurance amount for that month (entire amount includes: district allocation/pool allocation and
45 out of pocket expenses). Employees who cannot self-pay the entire amount for that month may not
46 receive coverage the following month.
47
48

1 Employees may opt to reinstate their optional coverages once eligibility has been re-established and if
2 their absence is recognized in the criteria of the Family Medical Leave Act.

3
4 Employees, who fail to meet the eligibility requirements listed above, and the continuing eligibility
5 requirements due to extreme and exigent circumstances, must contact the Benefits Office to discuss the
6 status of their insurance coverage.

7
8 The district payroll/benefits office will notify employees of all their options prior to cancellation of any
9 insurance benefits.

10
11 Those employees who are on approved (unpaid) leave of absences in accordance with Article XI,
12 Section 11.0, and who do not continue their insurance during their leave of absence (self-pay) may
13 reinstate insurance benefits upon the conclusion of their leave of absence, provided they meet the
14 eligibility requirements listed in Section 18.3 above.

15
16 For those employees whose work year may be less than twelve (12) months, insurance coverage shall
17 continue for twelve (12) months, provided, however, that the employee continues to meet the
18 eligibility requirements, and has not terminated from district employment.

19
20 **Section 18.5. Distribution of Allocations:**

- 21
22 1. Mandatory benefits for each employee includes dental and vision programs, and requires the
23 participation of each eligible employee. This amount is deducted from the state allocation
24 based on FTE for each employee.
- 25
26 2. Each employee will make his/her selection of optional benefits under the insurance program
27 provided herein.
- 28
29 3. Remaining funds, if any exist, will be placed into a pool.
- 30
31 4. Additionally, the KSD will contribute annually to the pool monies equal to (unit FTE/PSE unit
32 FTE) x 100,000.
- 33
34 5. Additionally, the KSD will contribute annually to the pool monies equal to (unit FTE/PSE unit
35 FTE) x \$50,000.

36
37 The pool shall be distributed as follows:

- 38
39 1. The Health Care Authority (HCA) will be deducted based on each employees FTE.
- 40
41 2. Remaining funds, if any exist, will be distributed to help reduce out-of-pocket costs. The funds
42 shall be distributed by FTE allocation until all funds are exhausted.
- 43
44 3. The KSD will contribute annually an additional \$9,200 to cover out of pocket insurance costs
45 only.

1 **Section 18.6. Enrollment/Mid-year changes/Employee coverage.**

2 The enrollment period shall begin September 1 of each year and continue for thirty (30) days and shall
3 be completed by the last business day in September. If September 30th falls on a weekend, all
4 enrollments must be completed by the close of business day the Monday immediately following.

5
6 Once enrollment is completed, and employees have selected their medical coverage plan, from the
7 plans provided herein, there shall be no additions or deletions to the selected medical coverage plans
8 outside of the enrollment period except for reasons associated with family status changes (defined as:
9 birth/adoption of a child, death, marriage or divorce) or loss of employment status, or a change in the
10 spouse's employment status which causes a gain, loss or reduction of insurance coverage.

11
12 Provided, however, that employees' may be eligible to cancel their optional medical coverage, in its
13 entirety, after consultation with the KSD Benefits Specialist. (Mandatory benefits may not be
14 cancelled).

15
16 Those employees opting to cancel their medical coverage, in its entirety, will not be eligible to receive
17 coverage until the next open enrollment period. In the event the employee cancels his/her medical
18 coverage, his/her allocation shall be placed in a secondary pool for future use as determined by the
19 District and PSE.

20
21 Employees who do not choose coverage in the open enrollment period, and who have a family status
22 change as defined in this section, that necessitates insurance coverage after the enrollment period, shall
23 receive their District contribution amount, based on their FTE allocation as of October 1, beginning in
24 the month insurance benefits become established and may be entitled to receive money from the
25 secondary pool to offset out of pocket costs. The amount would not exceed the amount they would
26 have received based on the FTE allocation as of October 1.

27
28 Any employee terminating employment shall receive the District insurance contribution in the calendar
29 month in which the termination is effective to continue coverage for one full month after terminating
30 employment. Employees terminating employment with the District shall be advised of their COBRA
31 options within thirty (30) days of the effective date of their termination.

32
33 **Section 18.7. New Employees.**

34 Employee(s) hired to fill new positions or replace an employee terminating during the school year will
35 receive an insurance allocation based on their FTE allocation and eligibility requirements. These
36 employees may elect insurance coverages from the plans available during the first thirty (30) days of
37 employment. Employees hired after October 1st shall receive the same amount of pooled money, if
38 available, as if they were hired prior to October 1st.

39
40 Coverage for new employees shall begin on the first day after the first full calendar month of
41 employment and continue as stated in this section.

42
43 **Section 18.8. Combined Allocations.**

44 Husbands and wives, who are both members in this bargaining unit, may combine their employer's
45 contribution to pay for their selected benefits.

46
47 Husbands and wives, who are both employees of the district but are in different bargaining units, may
48 choose to combine their district contributions to cover the cost of the insurance options they select.

1 Any funds that remain after they have combined their district contributions will be divided by FTE
2 between the health care pools of the bargaining units to which they belong. This provision is only
3 applicable in the employee groups that have similar agreements (i.e. PSE and KEA, KAA etc.).
4

5 Any request to combine contributions must be in writing and submitted prior to the first Friday of
6 September of each year.
7

8 **Section 18.9. Insurance Options.**

9 Each eligible employee shall be entitled to select insurance options from the approved list of options.
10

11 The benefit program shall consist of the following:
12

13 **Mandatory Participation:**

- 14 • District Dental Plan
- 15 • District Vision Plan

16
17 **Optional Participation:**

- 18 • District Health Plans

19
20 All plans shall be determined mutually by the District and Association.
21

22 **Section 18.10.**

23 In the event that the insurance settlement with other PSE employee groups exceeds the provisions of
24 this Agreement during the term of the Agreement, the insurance section shall be reopened upon request
25 of the Association.
26

27 **18.11. Personal Property Damage.**

28 It is agreed that coverage is afforded for loss or damage to personal property of school employees
29 while such employees are engaged in maintenance of order and discipline and the protection of school
30 personnel, school property, or students subject to the following provisions:
31

- 32 1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250) per
33 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is
34 damaged beyond repair, actual value at the time of the damage may be claimed.
- 35 2. Items under twenty-five dollars (25.00) will not be subject to claim pursuant to this section.
- 36 3. Requests for reimbursement shall be made on the District Property Loss\Damage form and
37 submitted to the business office.
- 38 4. Employees eligible for reimbursement under this provision shall register personal property with
39 the District Manager of Maintenance and Operations.
40

41 The District shall reimburse up to five hundred dollars (\$500) per incident, per employee, for damage
42 caused by verified vandalism the employee's vehicle, sustained during the course of employment. The
43 employee must exhaust his\her own insurance recovery possibilities before being eligible for
44 reimbursement from the District. If the employee does not have insurance coverage, reimbursement
45 shall not exceed five hundred dollars (\$500). Payment will be made after the employee has provided
46 documentation of his\her expenditure and of submission to the employees' own insurance carrier.
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ARTICLE XIX

PROFESSIONAL DEVELOPMENT

Section 19.1.

It is mutually agreed that the Association and the District will cooperate in developing in-service programs needed by the District and Association members.

Section 19.1.1.

When the District assigns additional duties to a specific employee, the employee will be provided any necessary, specific training as determined by the supervisor within a reasonable time prior to the date of implementation.

Section 19.2.

All employees subject to this bargaining agreement, who are required to attend classes, programs, meetings, etc., will be compensated for the time spent at these required functions at the employee's hourly rate.

Section 19.3.

The Superintendent of Schools or designee may grant absences with pay, to classified employees to attend conferences, workshops and conventions when such meetings are related to the secretarial, clerical or library field.

The District and the Association shall continue to support the “mentor program” for new employees and current employees who transfer to a substantially different position or who request additional assistance. All mentor requests shall be pre-approved by the Human Resources Office. A maximum of twenty (20) clock hours shall be awarded annually to an employee approved to serve as a mentor to one or more of his/her peers. Mentoring hours shall occur after working hours whenever possible. However it is recognized that some mentoring may need to occur during working hours, but should be kept to a minimum.

Section 19.3.1.

Requests should be made in writing to the Building Principal or immediate Supervisor. The Building Principal or Supervisor will forward the request to the Superintendent of Schools or his designee.

Section 19.3.2.

Classified employees may request permission to attend meetings, conferences, conventions, workshops and assume portions of the cost not approved for reimbursement by the District.

Section 19.3.3.

It is also understood that the content of such meetings/conferences will be relayed in some manner to the rest of the membership within a reasonable time.

Section 19.4.

Employees will be paid for their time when formally appointed to serve on a District committee providing all other committee members are paid.

1 **Section 19.5.**

2 It is mutually agreed that the Association and the District will cooperate in coordinating staff
3 development programs for the secretarial employees. A committee shall work jointly with the District
4 in determining the expenditure of the allotted staff development funds. This committee will consist of
5 a minimum of six (6) members, with four (4) from the Association and two (2) from the District. The
6 District shall budget \$5000.00 per year to provide for in-service training. A financial report shall be
7 provided to the Chapter President within two weeks of a written request. If in-services are not planned
8 by March of each year, these funds will be pooled and available for individual staff in-service.
9
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11 **A R T I C L E X X**

12 **D U E S D E D U C T I O N**

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16 **Section 20.1.**

17 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes
18 such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds
19 deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. PSE
20 will indemnify, defend and hold the District harmless against any claims made and against any suit
21 brought against the District on account of any payroll deductions for PSE. PSE agrees to refund the
22 District any amounts paid to them in error.
23

24 **Section 20.1.1. Local Chapter Dues.**

25 The District shall transmit local Chapter dues directly to the treasurer of the local Chapter.
26

27 **Section 20.1.2. Classified Employee Report to the Union.**

28 The Employer agrees to submit a report monthly, along with its remittance of dues, which
29 identifies each employee in the bargaining unit, by name, social security number, position,
30 gross salary and dues amount remitted. The Employer agrees to provide the names of all
31 classified employees in the bargaining unit who are not having dues withheld to the Union on
32 October 1 and March 1 of each year of this Agreement.
33

34 **Section 20.2. Representation Fees. (Reference RCW 41.56.122)**

35 No member of the bargaining unit will be required to join the Association; however those employees
36 who are not members, but are part of the bargaining unit will be required to pay a representation fee to
37 the Association. The amount of the fee shall be determined by the Association and transmitted to the
38 Business office in writing. The representation fee shall be regarded as fair compensation and
39 reimbursement to the Association for fulfilling its legal obligation to represent all members of the
40 bargaining unit. (RCW 41.56.080 applies fully to this language.)
41

42 In the event that the representation fee is regarded by an employee as a violation of their right to non-
43 association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122, or
44 the Public Employment Relations Commission.
45
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1 **Section 20.3. Political Action Committee & Check off.**

2
3 **Political Action.**

4 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
5 deduct from the pay of such bargaining unit employee the amount of contribution the employee
6 voluntarily chooses for deduction for political purposes and shall transmit the same electronically to
7 the Union on the Union dues transmittal check. The employee may revoke the request at any time. At
8 least annually, the employee shall be notified by the PSE State Office about the right to revoke the
9 request.

10
11 **Check off.**

12 The District shall deduct PSE dues or service charges and political action from the pay of any
13 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
14 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a
15 monthly basis.

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19 **ARTICLE XXI**
20
21 **GRIEVANCE PROCEDURE**
22

23 **Section 21.1.**

24 Grievances or complaints arising between the District and its employees within the bargaining units
25 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
26 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

27
28 Grievances related to the interpretation and/or application of this Agreement when filed in the name of
29 the Association, or when filed by an individual when resolution can only be obtained through the
30 Superintendent or his/her designee, may be initiated at the Superintendent's level as provided
31 hereinafter.

32
33 **Section 21.2. Grievance Steps/Timelines.**

34 The parties may mutually agree to hold all timelines in abeyance as appropriate.

- 35
36 1. **STEP I.** Informal meeting with Supervisor within twenty (20) workdays of occurrence.
37 2. **STEP II.** Submit, in writing, to Immediate Supervisor, within ten (10) workdays of conclusion
38 of Informal process.
39 3. **STEP III.** Submit to Superintendent, or designee, within fifteen (15) workdays of receipt of
40 denial or non-response.
41 4. **STEP IV.** Submit to School Board within fifteen (15) workdays of receipt of denial or non-
42 response.
43 5. **STEP V.** Demand for Arbitration within ten (10) workdays of receipt of response or non-
44 response.

45 Workday is defined as a day that the District Administration offices are open for business.
46
47
48

1 **Section 21.2.1. STEP I. Informal meeting with Supervisor.**

2 The employee shall first discuss the grievance with his immediate supervisor. If the employee
3 wishes, he may be accompanied by an Association representative at such discussion. All
4 grievances not brought to the immediate supervisor in accordance with the preceding sentence
5 within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to
6 no further processing.
7

8 **Section 21.2.2. STEP II. Submit in writing to Immediate Supervisor.**

9 If the grievance is not resolved to the employee's satisfaction within the twenty (20) workdays in
10 accordance with the preceding subsection, the employee shall reduce to writing a statement of
11 the grievance containing the following:
12

- 13 A. The facts on which the grievance is based;
 - 14 B. A reference to the provisions in this Agreement, which have been allegedly violated; and
 - 15 C. The remedy sought.
- 16

17 The employee shall submit the written statement of grievance to his/her immediate supervisor,
18 within ten (10) workdays of the conclusion of Step I for reconsideration and shall submit a
19 copy to the official in the Administration responsible for personnel. The parties will have five
20 (5) workdays from submission of the written statement of grievance to resolve it by indicating
21 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to
22 the grievance shall sign it.
23

24 **Section 21.2.3. STEP III. Submit to Superintendent or designee.**

25 If no settlement has been reached within the five (5) days referred to in the preceding
26 subsection, and the Association believes the grievance to be valid, a written statement of
27 grievance shall be submitted by the Association within fifteen (15) workdays to the District
28 Superintendent or his designee. After such submission, the parties will have ten (10) work days
29 from submission of the written statement of grievance to resolve it by indicating on the
30 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
31 grievance shall sign it.
32

33 **Section 21.2.4. STEP IV. Submit to School Board.**

34 If no settlement has been reached within the ten (10) days referred to in the preceding
35 paragraph a written statement of grievance shall be submitted within fifteen (15) workdays to
36 the District Board of Directors. The Board will meet within fifteen (15) days to hear the
37 matter. After the Board's meeting, they will render their decision within ten (10) days.
38

39 **Section 21.2.5. STEP V. Demand for Arbitration.**

40 If no settlement has been reached within the ten (10) days referred to in the preceding
41 subsection, the Association may demand arbitration for the grievance. Any dispute, claim or
42 grievance arising out of or relating to the interpretation or the application of this Agreement
43 shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the
44 American Arbitration Association. If mutually agreed, the parties may submit to arbitration
45 under the Expedited Labor Arbitration Rules of the American Arbitration Association. The
46 parties further agree to accept the arbitrator's award as final and binding upon them.
47
48

1 3. It is understood that payroll corrections, both overpayments and underpayments, will be limited
2 to a maximum period of thirty-six (36) months prior to the determination of the
3 overpayment/underpayment.
4
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6

7 A R T I C L E X X I I I

8 S E P A R A B I L I T Y O F P R O V I S I O N S

9 10 11 **Section 23.1.**

12 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
13 of this Agreement shall not be affected thereby.
14

15 **Section 23.2.**

16 Neither party shall be compelled to comply to any provision of this agreement which conflicts with State
17 or Federal statutes or regulations promulgated pursuant thereto.
18

19 The District shall not be required to implement any compensation provision of this agreement which
20 would cause it to be in violation of provisions of Chapter 16, Laws of 1981, Chapter 340, Laws of 1981 or
21 Chapter 392-140 WAC or amendments thereto. If reductions in compensation should be required by the
22 reference law and regulations, the District will provide the maximum amount of compensation to the
23 bargaining unit, which would be lawful. If additional entitlement should be determined to exist, base
24 salaries will be readjusted to ensure that the entire amount authorized by the legislature is paid to the
25 bargaining unit members.
26

27 **Section 23.3.**

28 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
29 such provision shall be renegotiated pursuant to Section 24.3.
30
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33 A R T I C L E X X I V

34 T E R M

35 36 37 **Section 24.1.**

38 The term of this Agreement shall be September 1, 2015 to August 31, 2018. However, Insurance and
39 Schedule A shall be re-opened annually. Each party shall be entitled to one (1) wild card per year. In
40 contract years 2015-2016 and 2016-2017 Schedule A has been amended and is attached and will not be
41 open for wages. In contract year 2017-2018 Schedule A shall be open for wages. Per State Law insurance
42 shall be opened up for bargaining annually.
43

44 **Section 24.2.**

45 All provisions of this Agreement shall be applicable to the entire term of this Agreement
46 notwithstanding its execution date.
47
48

1 **Section 24.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of
3 both parties in writing; provided, however, that it shall be reopened to consider any legislation enacted
4 following the execution of this Agreement which may arguably affect the terms and conditions herein
5 or create authority to alter personnel practices in public employment.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK ASSOCIATION OF
EDUCATIONAL SECRETARIES

KENNEWICK SCHOOL DISTRICT #17

BY: _____
Quana Billado, Chapter President

BY: _____
Betsy Dickinson, Classified HR Manager

DATE: _____

DATE: _____

SCHEDULE A
 KENNEWICK SCHOOL DISTRICT #17
 SECRETARIES
 SEPTEMBER 1, 2015 - AUGUST 31, 2016

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	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV*</u>	<u>Longevity **</u>
Secretarial	\$14.57	\$16.19	\$17.63	\$17.97	\$18.24

*Step IV applies only to those at 10-15 years of service within the Educational Secretarial Bargaining Unit.

**Longevity applies only to those at 16 years of service or more within the Kennewick School District.

Sub Rates shall be \$13.50.

All employees completing their 9th or 15th year, between September and January shall receive Step IV by September 1st of that school year. Those employees completing their 15th year between February and August shall receive longevity on September 1st of the coming school year.

Insurance Allocation for 2015/2016: \$780.00 - HCA \$65.25

Insurance pooling shall be for 12 months beginning October 1st of each year, and continuing through September 30th.

SCHEDULE A
 KENNEWICK SCHOOL DISTRICT #17
 SECRETARIES
 SEPTEMBER 1, 2016 - AUGUST 31, 2017

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	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV*</u>	<u>Longevity **</u>
Secretarial	\$14.86	\$16.51	\$17.98	\$18.33	\$18.60

*Step IV applies only to those at 10-15 years of service within the Educational Secretarial Bargaining Unit.

**Longevity applies only to those at 16 years of service or more within the Kennewick School District.

Sub Rates shall be \$13.50.

All employees completing their 9th or 15th year, between September and January shall receive Step IV by September 1st of that school year. Those employees completing their 15th year between February and August shall receive longevity on September 1st of the coming school year.

Insurance Allocation for 2016/2017: \$780.00 - HCA \$70.45

Insurance pooling shall be for 12 months beginning October 1st of each year, and continuing through September 30th.

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SCHEDULE B

KENNEWICK SCHOOL DISTRICT #17

SALARY ENHANCEMENT PROGRAM FOR SECRETARIES AND LIBRARY SECRETARIES

PURPOSE AND ELIGIBILITY

1. The purpose of this program is to encourage an individual's self improvement and excellence in the work place.
2. New employees from this date are eligible to earn credit toward salary enhancement immediately after beginning employment with the Kennewick School District.
3. An example of appropriate activities might include the following:
 - a. In-service or college courses
 - b. Workshops, seminars and conferences
 - c. Building based workshops
 - d. ESD workshops
 - e. District sponsored workshops
 - f. Staff Development sponsored classes

Eligibility shall be determined primarily by judging the benefit of the activity to the applicant's particular work or job classification.

4. Credit shall be allowed only once for any one (1) course or activity. Staff development materials for check-out may not be repeated for additional clock hours credit.
5. Credit for clock hours may be earned during working hours based on supervisor recommendations (class/course dependent) and Human Resource approval.
6. Salary enhancement pay shall not be taken out of State salary funding, nor shall it otherwise impact compliance or salary improvements. The program is voluntary.
7. The award of enhancement pay is non-grievable.

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SCHEDULE B

KENNEWICK SCHOOL DISTRICT #17

STAFF DEVELOPMENT COMMITTEE

SALARY ENHANCEMENT PROGRAM FOR SECRETARIES

PROCEDURES FOR CREDIT FOR SALARY ENHANCEMENT PROGRAM

1. An employee wishing to earn credit toward salary enhancement must obtain an application form from the Personnel Office.
2. Credit shall be granted to an employee of the District only after prior approval has been received and completion requirements have been fulfilled.
3. Applications should be submitted to the Classified Personnel Office, ten (10) days prior to taking a class/workshop for review, pre-approval and processing. If requirements are met, the application shall be processed as approved and the employee shall be notified.
4. If an application is in question, the Staff Development Committee will meet to review it. Applications not meeting requirements will be returned to the employee with an explanation given.
5. The applicant has the right of appeal to the Staff Development Committee within five (5) working days after receipt of disapproval.
6. Once earned, enhancement pay is continuing each year and is cumulative as earned thereafter.
7. One District point shall be granted for each ten (10) hours of attendance in approved classes. Credits are cumulative to a maximum of nine hundred dollars (\$900.00).

Payment Schedule:

- Step 1: 6 approved points (60 clock hours) = \$300.00 Per Year
- Step 2: 6 additional points (12 accumulated points) = \$400.00 Per Year
- Step 3: 6 additional points (18 accumulated points) = \$500.00 Per Year
- Step 4: 6 additional points (24 accumulated points) = \$600.00 Per Year
- Step 5: 6 additional points (30 accumulated points) = \$700.00 Per Year
- Step 6: 6 additional points (36 accumulated points) = \$800.00 Per Year
- Step 7: 6 additional points (42 accumulated points) = \$900.00 Per Year

One (1) semester credit = 15 clock hours

One (1) quarter credit = 10 clock hours

Ten (10) clock hours = 1 point

When attending one or more day workshops/conventions, only time spent in sessions is allowable for credit. Travel time, lunch, dinner, etc., is not acceptable.

Enhancement pay will be applied to salaries in a given year, once a year on September 1st, after all work is completed, verified and submitted to the Personnel Office no later than June 30th. There will be no exceptions to the deadline submittal date.

1 8. If an employee resigns or retires before August 31st in a given year, that employee shall receive
2 salary enhancement as pro-rated according to the following:
3

4 One-twelfth (1/12) of the salary enhancement earned up to the date of resignation/retirement
5 for each complete month worked from September through August.
6

7 During the final month worked, the employee must work more than eleven (11) days to qualify for
8 the prorating of that month. The employee will be paid the prorated salary enhancement on the last
9 paycheck paid for their employment. Only salary enhancement pay earned before June 30th of that
10 year will qualify as above.

11
12 If an employee takes a one (1) year leave of absence before August 31st in a given year, that
13 employee shall receive salary enhancement as pro-rated according to the following:
14

15 One-twelfth (1/12) of the salary enhancement earned up to the last day worked before the leave
16 of absence begins, for each month worked from September to August.
17

18 The employee will be paid the prorated salary enhancement on the last paycheck paid for their
19 employment. Only salary enhancement pay earned before June 30th of that year will qualify as
20 above. However, if that employee returns the following year, their salary enhancement will be
21 prorated from the date of return through August 31st for that year's salary enhancement based on
22 the formula stated above.
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APPLICATION FOR ENHANCEMENT PAY
FOR SECRETARIES

This application should be submitted to the Human Resources Office for approval ten (10) days prior to taking class to allow time for review and processing.

NAME: _____ DATE: _____

LOCATION: _____

JOB TITLE: _____

CLASS/WORKSHOP TITLE: _____

DATE(S) OF WORKSHOP: _____

COURSE DESCRIPTION: _____

ANTICIPATED HOURS: _____

COMMITTEE APPROVAL: _____

DISTRICT APPROVAL: _____

NOT APPROVED: _____

This section is to be completed and submitted to the Human Resources Office on or before June 30th.

I certify that I attended _____
and completed _____ hours on _____ as credit toward salary enhancement.
Verification attached. (Registration receipt, copy of certificate of completion, verification of attendance, college transcript, copy of conference class schedule, etc.)

EMPLOYEE'S SIGNATURE: _____ DATE: _____

DATE RECEIVED IN HUMAN RESOURCES OFFICE: _____ POINTS AWARDED: _____

**KENNEWICK SCHOOL DISTRICT #17- Secretaries
Performance Appraisal for Classified Employees**

NAME OF EMPLOYEE: _____ POSITION: _____
DEPARTMENT: _____ SCHOOL: _____ DATE: _____

Unsatisfactory	Needs Improvement	Meets Expectation	Primary Job Functions:
			1. Job Knowledge and Performance: Exhibits a full understanding of all aspects of the position.
			2. Quality of work: Exhibits accuracy, efficiency, meets deadlines, works effectively with staff and students.
			3. Dependability: Follows through on instructions, completes assignments, completes work in a timely manner, is on duty as assigned.
			4. Initiative: Able to complete tasks with appropriate level of supervision, takes independent action when necessary, actively pursues professional development.
			5. Problem Solving: Solves problems effectively, remains calm, stays focused on the problem at hand.
			6. Professionalism: Exhibits professional attitude towards job, treats coworkers, students, supervisors and the public with respect, responds positively to management, copes with conflict appropriately, dress is appropriate to position, responds positively to constructive feedback.
			7. Attendance: Is in regular in attendance and punctual to assigned duties.
			8. Cooperation/Teamwork: Exhibits ability to work effectively with others, deals positively with change, solves problems effectively, maintains a positive attitude with co-workers, assists others as needed.
			9. Work Environment: Keeps work environment neat and organized.
			10. Safety: Performs job safely, follow safety expectations, promptly reports safety hazards.

Employee's and Reviewer's Comments and Notes (include evaluation number being commented on):

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

Signature of Evaluator, Title _____ Date: _____

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

Signature of Employee _____ Date: _____

Reviewed By: _____ Date: _____

Distribution – Original Human Resources – Copy to Employee – Copy to Principal/Manager

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENNEWICK SECRETARIES AND THE KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

To comply with 2012 Washington Laws (ESSB 5940), the parties agree to the following:

- District will pay at least 50% of the Health Care Authority (HCA) each year.
- An employee with medical insurance coverage through the district offered Qualified High Deductible Health Plan (QHDHP) can self-fund to a Health Savings Account (HSA). The amounts contributed form the pool are as follows:
 - \$20.00 Employee only
 - \$40.00 Employee Spouse\Employee Child.
- Employees who elect medical coverage must pay a minimum out of pocket premium.
- Employees not paying any out of pocket costs would pay one percent (1%) based on the formula below:
 - $\text{Plan Premium} \times 1\% \times \text{FTE\%} = \text{minimum employee monthly out of pocket cost.}$
- The dollar amount collected in the above formula would be placed into the insurance pool for out of pocket costs for employee spouse, employee children or family coverage.
- Employees enrolled in Premera Plan two (2) or five (5) are limited to 70% of the available pooling dollars.

This Letter of Agreement shall become effective on September 1, 2015, and shall remain in effect until August 31, 2016, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

KENNEWICK SECRETARIES

KENNEWICK SCHOOL DISTRICT #17

BY: _____
Quana Billado, Chapter President

BY: _____
Betsy Dickinson, Classified Human Resource Mgr.

DATE: _____

DATE: _____

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LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENNEWICK SECRETARIES AND THE KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The state legislature has allocated an increase in the COLA of three percent (3%) for the 2015-2016 school year, of which 1.2% is not guaranteed to continue after the 2015-2016 school year.

The state legislature has also allocated an increase in the COLA of 1.8% for the 2016-2017 school year of which point six percent (.6%) is not guaranteed to continue after the 2016-2017 school year.

Therefore a total of one point eight percent (1.8%) of the COLA increase is not guaranteed beyond August 31, 2017.

Should the state not provide salary funding for the one point eight percent (1.8%) past the 2015-2017 budget session, the parties will reopen the Agreement no later than July 15, 2017. Should the parties not reach an Agreement on Schedule A wages by September 1, 2017 the wages shall be decreased by one point eight percent (1.8%).

This Letter of Agreement shall become effective on September 1, 2015, and shall remain in effect until August 31, 2016, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

KENNEWICK SECRETARIES

KENNEWICK SCHOOL DISTRICT #17

BY: _____
Quana Billado, Chapter President

BY: _____
Betsy Dickinson, Classified Human Resource Mgr.

DATE: _____

DATE: _____

LETTER OF AGREEMENT

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THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENNEWICK SECRETARIES AND THE KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

During the 2015-2016 Secretary Labor Management, the District agrees to explore different levels of secretary responsibility and skill sets in order to potentially develop a tiered salary schedule.

PSE will present initial suggestions to discuss with the District as a starting point.

This Letter of Agreement shall become effective on September 1, 2015, and shall remain in effect until August 31, 2016, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

KENNEWICK SECRETARIES

KENNEWICK SCHOOL DISTRICT #17

BY: _____
Quana Billado, Chapter President

BY: _____
Betsy Dickinson, Classified Human Resource Mgr.

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

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THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON /SEIU LOCAL 1948, AND THE KENNEWICK SCHOOL DISTRICT PURSUANT TO ARTICLE III SECTION 3.7 AND ARTICLE XV SECTION 15.5 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

In order to accommodate the needs of the District due to a vacancy with the Secretary classification, the parties mutually agree that the position at Southridge will be a Bilingual position.

The parties further agree to the following:

This position will remain a Receptionist position, meaning that the majority of her day will be spent answering the phones and taking care of the needs of staff and visitors. We realize she also may be required to perform some interpreting duties on occasion as required; however, the interpreting duties should not interfere with her daily assigned duties or those of the other Secretaries in the office.

This Memorandum of Understanding shall become effective September 1, 2015, and shall remain in effect until August 21, 2018, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

KENNEWICK ASSOCIATION OF
EDUCATIONAL SECRETARIES CHAPTER

KENNEWICK SCHOOL DISTRICT # 17

BY: _____
Quana Billado, Chapter President

BY: _____
Betsy Dickinson, Classified HR Manager

DATE: _____

DATE: _____