

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KENT SCHOOL DISTRICT #415

AND

**KENT ASSOCIATION OF
EDUCATIONAL OFFICE PROFESSIONALS**

SEPTEMBER 1, 2015 - AUGUST 31, 2018



Public School Employees of Washington/SEIU LOCAL 1948

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- 1 2. If a temporary employee works for sixty (60) or more consecutive workdays in the same
2 position, the employee shall be paid at Step 1 of the salary schedule in the appropriate
3 classification and shall be subject to all terms and conditions of this collective bargaining
4 agreement except Section 3.4 (Evaluation), Section 8.4 (Vacation), Section 9.2 (Leave of
5 Absence), 9.3 (Maternity Leave), 9.8 (Workshop Leave) (and their subsections), Article X
6 (Seniority), Article XI (Just Cause Discipline), and Section 13.3 (Effective Ed).
7
- 8 3. Beginning September 1, 2015, if the District knows in advance that the temporary
9 assignment will be at least fifty-percent (50%) of a regular nine-, ten-, or twelve-month
10 position, and the employee is hired or placed in the position between September 1 of any
11 school year and January 31 of the same school year, the employee will get one (1) year of
12 longevity credit for salary purposes for the time spent in the position, and, in addition to the
13 benefits noted in (A.2) above will be subject to Section 3.4 (Evaluation) and 13.2 (Effective
14 Ed.).
15
- 16 4. The District will notify the union president if a continuous temporary assignment extends
17 from one year to the next.
18
- 19 5. It is understood by both the District and Association that temporary positions shall be first
20 eliminated and those duties assigned to regular employees if it would prevent the need for
21 regular employee reduction in force.
22

23 **Section 1.3.**

24 In unusual situations related to temporary leave or temporary assignment which may adversely impact
25 the employment status of employees, the District and the Association will consult on a case-by-case basis
26 to determine the appropriate status of the affected employees. Stipulations, conditions, and
27 determinations concerning such status, if any, will be provided pursuant to a memorandum of
28 understanding executed between the parties.
29

30 **Section 1.4.**

31 Employees in positions included in this bargaining unit who also hold a position(s) in another district
32 bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving
33 in the position included in this bargaining unit, provided however, that group insurance benefits (and
34 other benefits that are similar in nature, e.g., leave incentive program) for split employees shall be
35 determined by the collective bargaining agreement or District policy covering the position that carries the
36 most regularly scheduled daily hours. All regularly scheduled hours in both bargaining units or groups
37 will be combined for purposes of determining the split employee's eligibility for benefits and the
38 employer's contribution for any mandatory benefits and medical insurance. Where a split employee has
39 an equal number of regularly scheduled daily hours, such employee shall be placed into the bargaining
40 unit providing greater health insurance pooling benefits unless the employee otherwise advises Human
41 Resources. In regards to the leave incentive program, the employee must meet the eligibility
42 requirements for all positions. The award shall then be based on the employee's total number of daily
43 hours and applied to the applicable award schedule.
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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and negotiation may be construed to be a delegation to others of the policy-making authority of the District, which authority the District specifically reserves unto itself. The management of the District and the direction of the employees are vested in the District subject to the terms of this Agreement and federal, state laws, and regulations. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the bargaining unit are to be conducted, including the right to subcontract work and designate the work to be performed by the District or others and the places and the manner in which it is to be performed. Management officials retain the right and obligation, according to District policies and regulations, to do the following as enumerated below:

Section 2.1.1.

Direct employees covered by this Agreement, subject to the terms of this Agreement.

Section 2.1.2.

Hire, promote, demote and retain employees of the bargaining unit subject to the terms of this Agreement, and to suspend or discharge employees for just cause.

Section 2.2.

Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1.

The Association and the District recognize the requirement of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Program.

Section 3.2.

Employees shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discrimination against any employee.

Section 3.3.

The District shall not interfere with the right of employees to become members of the Association or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with, or coerce any employee because of membership or non-membership in the Association.

1 **Section 3.4. Employee Evaluations and Plans of Improvement.**

2
3 **Section 3.4.1. Plan of Improvement.**

4 Supervisors are expected to inform employees of performance concerns as they develop. It is
5 expected that verbal performance counseling would precede written documentation of
6 performance concerns. If a supervisor becomes aware of unsatisfactory performance and
7 anticipates an overall annual evaluation rating of unacceptable, the supervisor shall advise the
8 employee of the concerns in writing using the employer performance evaluation form (marked
9 as “Other”), including suggestions for improvement. If, after receiving this written performance
10 assessment, performance does not improve sufficiently the employer may place the employee
11 on a plan of improvement to address the deficiencies. Said plan of improvement will be
12 presented to the employee in a meeting that includes the KAEOP employee, the evaluator, a
13 Human Resources representative, and a KAEOP representative. The plan will clearly describe
14 areas of deficiency, outline what the employee is expected to do in order to achieve a
15 satisfactory rating, and, when applicable, identify the resources the employer will make
16 available to the employee. An employee on a plan of improvement should have a minimum of
17 six (6) weeks to demonstrate a level of satisfactory performance. The plan may be extended
18 with the approval of Human Resources. Should the employee fail to demonstrate significant
19 progress the employee may be terminated for failing to meet performance expectations.
20

21 **Section 3.4.1.1. Employee Annual Evaluation.**

22 In addition to any evaluation that may be done during the year in accordance with Section
23 3.4.1., supervisors shall meet with individual employees to review their annual evaluation
24 before the following dates; twelve-month employees by August 15, ten-month employees
25 by June 15, nine-month employees by May 15. Unsatisfactory rating in any criteria shall
26 be preceded, whenever possible, by a conference with the employee regarding the
27 deficiency and an opportunity for correction.
28

29 Where applicable, Health Technician evaluations shall be conducted by the supervising
30 building nurse.
31

32 **Section 3.4.2**

33 New employees shall meet with their supervisor during the first ninety (90) workdays of their
34 employment to discuss supervisor expectations and/or employee performance.
35

36 **Section 3.4.3.**

37 Administrators may request input from members of the bargaining unit concerning evaluations of
38 other members of the bargaining unit. Members of the bargaining unit shall not evaluate other
39 members of the bargaining unit, unless upon written request of the individual employee.
40

41 **Section 3.5. Personnel Files.**

42
43 **Section 3.5.1.**

44 An employee shall, upon request, have the right to inspect all contents of his/her complete
45 personnel file kept within the District. A copy of any requested document(s) shall be provided at
46 District expense.
47
48

1 **Section 3.5.2.**

2 At the employee's request, anyone may be present during review of the personnel file.

3
4 **Section 3.5.3.**

5 Any material/information which may be used to discipline an employee, e.g., reprimand,
6 suspension, or termination of employment, must be disclosed to the employee within ten (10)
7 workdays of the alleged violation or of the time the District became aware of the alleged
8 violation. "Workdays" for the purposes of this section will be the employee's regularly
9 scheduled workdays, excluding any scheduled and approved leave.

10
11 **Section 3.5.4.**

12 No evaluation, correspondence, or other material making pejorative reference to any employee's
13 character, or work performance, shall be kept or placed in the personnel file without the
14 employee's knowledge and opportunity to attach comments. Employees may request that letters
15 documenting disciplinary action that are more than three (3) years old be removed from their
16 building working folder provided there has been no further disciplinary action within the three
17 year period. Any materials filed longer than five (5) years in the personnel file kept within
18 Human Resources shall, at the employee's request, be removed provided: 1) the materials are
19 not required to be retained by law, or 2) the materials are not part of a formalized continuing
20 action, or 3) that the District may keep documents regarding allegations of physical or sexual
21 abuse or harassment for more than five (5) years if these documents are kept in a sealed file in
22 the possession of the District's legal counsel, or 4) that the District may keep the employee's
23 evaluation for more than five (5) years if the evaluation is kept sealed in a separate archive.
24 Such requests shall be made in writing.

25
26 **Section 3.5.5.**

27 An employee shall have the opportunity to attach an exclusive addendum to any derogatory
28 material placed in the personnel file.

29
30 **Section 3.5.6.**

31 An employee, at his/her discretion, may add materials which s/he deems appropriate.

32
33 **Section 3.6. Workplace Safety.**

34 The District, in accordance with state law, district policies and procedures, will make reasonable
35 efforts to establish and maintain a safe and secure school and work atmosphere for all employees and
36 students. Employees are expected to report all safety concerns to their supervisors, and to their work
37 site safety committees, if applicable. Upon request, the District shall provide information regarding the
38 resolution of the safety concern.

39
40 Each building and department shall have school/building wide behavior management procedures. The
41 procedures will identify appropriate roles for KAEOP staff and include contingency options when an
42 administrator is not available. KAEOP members shall participate in the development and review of the
43 school/department discipline procedures/plan and the procedures/plan shall be reviewed annually with
44 KAEOP staff.

45
46 In the event of an assault upon an employee, such action shall be immediately reported to the
47 appropriate supervisor. The District shall make all practicable efforts for assistance to be rendered to
48 the employee, and shall document the action.

1 Emergency response procedures will be reviewed annually, and potentially unstable situations will be
2 communicated with employees in advance, when possible. Training will be made available for
3 employees in preparation for dealing with violent or volatile students or adults. Training will be
4 provided for employees expected to engage in health room coverage and/or duties, including protocols
5 for handling medically fragile students where applicable. A District registered nurse will certify the
6 employee has been trained.

7
8 **Section 3.6.1. Work Place Safety – Health Care Services (Student-Specific).**

9 Whenever a workplace safety and/or work jurisdiction concern arises over the provision of
10 student-specific healthcare services, this matter will be referred to informal conference
11 including the District’s Nursing Services Coordinator and/or the school nurse, the employee
12 involved, the office manager, a KAEOP representative, the building administrator and a
13 Human Resources director. A conference will normally be convened not later than two (2)
14 work days from the date the employee(s) make the concern known to the building
15 administrator. Conference participants will discuss and try to address the concerns within the
16 terms of the KAEOP collective bargaining agreement and district policy/procedures. If the
17 concerned employee and/or the union are not satisfied with the final outcome of the conference,
18 the conference will be considered as the informal Step 1 meeting under the grievance procedure
19 pursuant to Article 15.3.1.
20
21
22

23 **ARTICLE IV**

24 **RIGHTS OF THE ASSOCIATION**

25
26
27 **Section 4.1.**

28 The Association has the right and responsibility to represent the interests of all employees in the unit; to
29 present its views to the District on matters of concern, and to enter collective negotiations with the object
30 of reaching an agreement applicable to all employees within the unit, except that by such obligation
31 neither party shall be compelled to agree to a proposal or be required to make a concession.
32

33 **Section 4.2.**

34 The Association reserves and retains the right to delegate any Association right or duty contained herein
35 to appropriate officials of the Public School Employees of Washington.
36

37 **Section 4.3.**

38 The Association shall be permitted use of District resources for union business. The Association agrees
39 that it will not seek to utilize the employee's mailbox for any material which is not in the best interests of
40 the District or its operations. The District shall not be responsible for any material placed in the
41 employee's mailbox or its loss.
42

43 **Section 4.4.**

44 The Association shall have the right to post notices of activities and matters of Association concern on
45 designated areas of bulletin boards to be provided by the District. Building copies of all materials posted
46 shall be sent to the building administrator. The Association further agrees that it will not seek to post any
47 materials which are of a political or controversial nature or which are not in the best interest of the
48 District or its operations. The District shall not be responsible for any posted material, its loss or removal,

1 and the Association agrees to indemnify and hold the District harmless from any and all claims which
2 may arise from any posted material.

3
4 **Section 4.5.**

5 New employees, substitutes hired into a regular KAEOP position, and rehires who have been separated
6 from the District for more than one (1) year shall be scheduled to attend new employee orientation within
7 thirty (30) working days of employment with the District. The orientation shall provide the employees
8 with an applicable job description, copy of this Agreement, copy of the school calendar, relevant
9 employment benefits and payroll information. A copy of the new employee orientation schedule shall be
10 provided in advance to the KAEOP chapter president or designee.

11
12 **Section 4.6.**

13 On a quarterly basis, the Association shall be provided with a full list of all employees in the
14 bargaining unit, including but not limited to, their KSD hire date, KAEOP seniority date, hours/day for
15 each position, job classification (position title, work location and/or department and work year. The
16 quarterly list shall be updated on a monthly basis reflecting the names of new hires, location (or
17 changes in location), terminations, employees transferring into or out of the KAEOP bargaining unit
18 and substitutes hired into a regular KAEOP position.

19
20 **Section 4.7.**

21 Visitation rights shall be granted to the designated representative of the Association to visit employees in
22 the unit for the purpose of grievance procedures and/or general information data. This excludes
23 recruitment during working hours. The designated representatives shall receive advance approval from
24 the assistant superintendent of human resources or his/her designee for any visitation. Association
25 meetings may be held during working hours with prior approval of the superintendent or designee.

26
27 **Section 4.8.**

28 The District will provide the Association with position descriptions and such amendments, changes
29 and additions to such position descriptions as changes from time to time may occur.

30
31 **Section 4.8.1.**

32 A standing joint committee of equal numbers of bargaining unit and district human resources
33 management shall meet at least quarterly to provide ongoing review, input and
34 recommendations to update KAEOP job specifications within the negotiated level of the
35 position being reviewed. This work shall be performed at no loss in pay. The joint committee
36 shall not supplant, substitute for, replace or otherwise impair the negotiation process, the
37 grievance process and/or the reclassification process set forth in Section 16.8.

38
39 **Section 4.9.**

40 KAEOP may use the District's internal mail distribution system and e-mail system for the following
41 purposes:

- 42
- 43 1. Meeting notification
- 44 2. Communication containing information on grievances
- 45 3. Matters relating to joint KSD/KAEOP training, KAEOP activities or in-service opportunities
- 46

47 Communications other than the above shall need prior approval of the assistant superintendent of human
48 resources. Communications shall not be for the purposes of solicitation, editorializing, and/or political

1 campaigning; nor shall such communications be inflammatory in nature. KAEOP shall include the
2 assistant superintendent of human resources in all electronic mailings at the time the e-mail is sent.

3
4 KAEOP and PSE agree to indemnify and hold the District harmless for any and all claims, fines,
5 demands, suits, attorney fees, and other costs which may result from such use of the District's mail
6 service or e-mail by KAEOP.

7
8 **Section 4.9.1.**

9 As designated by the KAEOP chapter president, such designees shall be provided release time
10 for KAEOP to hold a bargaining unit employee orientation coinciding with the District's health
11 insurance benefit fair(s), in addition to new employee orientation sessions.

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15 **ARTICLE V**

16
17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

18
19 **Section 5.1.**

20 Pursuant to Chapter 41.56.100.et.seq., RCW, Public Employees Collective Bargaining Act, the District
21 and the Association agree to meet at reasonable times, to confer and negotiate in good faith, and to
22 execute a written agreement regarding matters appropriate for negotiations which shall relate to salaries,
23 hours, working conditions, and grievance procedures, except that by such obligation neither party shall
24 be compelled to agree to a proposal or be required to make a concession, unless otherwise provided in
25 RCW 41.56.100.

26
27 **Section 5.2.**

28 The annual school district calendar shall be an appropriate matter for consultation and negotiations. Once
29 Human Resources has developed at least two proposed calendars, they shall be submitted to KAEOP in
30 the same manner as with other employee groups.

31
32
33
34 **ARTICLE VI**

35
36 **ASSOCIATION REPRESENTATION**

37
38 **Section 6.1.**

39 The superintendent or designee shall meet with Association representatives periodically at mutually
40 agreed times to discuss matters of concern to either party.

41
42 **Section 6.2.**

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

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

3
4 **Section 6.3.**

5 The designated Association representative, when leaving work as per Section 6.1, shall first obtain
6 permission from his/her immediate supervisor. The supervisor's permission in these instances will
7 normally be granted. The employee's supervisor shall be notified when the employee returns to work.
8

9
10
11 **ARTICLE VII**

12
13 **HOURS OF WORK AND OVERTIME**

14
15 **Section 7.1. Work Year.**

16 For the purpose of determining the appropriate work year calendar, regular positions within the unit shall
17 be categorized as follows:

18
19 **Section 7.1.1. 12-Month.**

20 The work year shall always be constituted by a total of two hundred sixty (260) days, including
21 holidays and vacation as provided in Article VIII, Section 8.1 and 8.4, respectively. In the event
22 of a 261/262-workday year, the additional day(s) shall be scheduled by the District in
23 consultation with the Association.

24
25 **Section 7.1.2. 10-Month.**

26 The work year shall be constituted by two hundred twelve (212) days including holidays as
27 provided in Section 8.1.2.

28
29 **Section 7.1.3. 9-Month.**

30 Effective September 1, 2015, the 9-month work year shall be constituted by one hundred ninety
31 (190) days including holidays as provided in Section 8.1.3 and the day following the last student
32 day of the school year.

33
34 Effective for the 2016-17 school year, the 9-month work year shall be constitute by one hundred
35 ninety-one (191) days including holidays as provided in Section 8.1.3, the day before the first
36 student day of the school year and the day following the last student day of the school year.

37
38 **Section 7.1.3.1.**

39 Beginning August 1, 2016, selected office staff (either individual or multiple) will be
40 assigned up to forty (40) hours of additional time during the month of August at each
41 elementary school to perform AAI duties as assigned by building administrators and/or
42 AAVs. Such work will be compensated at the employee's regular rate of pay. This is
43 designated for the preparation and the opening of the elementary schools.

44
45 **Section 7.1.4.**

46 In the case of a 9 or 10-month employee, added days of service may be scheduled in order to use
47 District annual clerical allocations. However, an employee is not allowed the additional benefits

1 of the higher level (i.e., extra holiday or vacation) until the minimum workdays for the
2 classification are assigned as the regular schedule for that year.

3
4 **Section 7.2. Workweek.**

5 Consistent with federal and state regulations, the District shall establish and maintain a defined
6 workweek.

7
8 **Section 7.2.1.**

9 The workweek, for the payroll purposes, shall be defined as a seven (7) day week, commencing
10 at 12:01 a.m., Monday, through 12:00 midnight the following Sunday.

11
12 **Section 7.2.2.**

13 Employees shall normally work a five-day schedule, Monday through Friday, with two (2)
14 consecutive days of rest, Saturday and Sunday. If the work schedule is different than Monday
15 through Friday, the supervisor shall so notify the employee, the assistant superintendent of human
16 resources, and the supervisor of payroll/accounting. Employees shall receive a two (2) week
17 notice of a change in the regular workweek schedule unless, due to an emergency situation, the
18 District is not able to provide such notice.

19
20 **Section 7.2.3.**

21 Extra hours worked beyond the normal assigned schedule shall be paid in accordance with
22 Sections 7.3 and 7.4, and in accordance with procedures established by Human Resources and
23 Payroll.

24
25 **Section 7.3. Overtime.**

26 Overtime shall be administered in accordance with the Fair Labor Standards Act, 1985 Amendments, and
27 state laws and regulations. Members of the Association who are required by their immediate supervisor
28 to work beyond forty (40) compensated hours per week shall receive time and one-half for all overtime,
29 except that work performed on a designated holiday will be paid at two and a half (2 1/2) times the
30 employee's regular rate of pay.

31
32 **Section 7.4. Compensatory Time.**

33 Compensatory time shall be administered in accordance with law. Compensatory time, valued at one
34 and one-half times the employee's base hourly rate for each hour worked beyond forty (40) hours per
35 week, shall be available, at the discretion of the employer, to bargaining unit employees in lieu of cash
36 overtime upon mutual agreement by the employee and the employer. The compensatory time must be
37 expressly authorized in advance by the supervisor. Any accumulated compensatory time must be
38 utilized within the employee's work year in which it was earned. The employee and employer must
39 agree when the compensatory time will be utilized. Any remaining compensatory time balance at the
40 end of the fiscal year will be liquidated to cash value at a rate of one and one-half times the base hourly
41 rate. Compensatory time must be documented using the Compensatory Time Record Sheet.

42
43 **Section 7.4.1. Flex-Time.**

44 Authorized hours of work in excess of the assigned shift as defined in Section 7.5, but less than
45 forty (40) hours per week, shall be defined as "flex-time." Flex-time will be available, at the
46 discretion of the employer, and will be compensated on an hour-for-hour basis in cash unless
47 there is a mutual agreement between the employee and supervisor to compensate the employee
48 in equivalent time (flex-time). The flex-time must be expressly authorized in advance by the

1 supervisor. Any accumulated flex-time may be utilized by mutual agreement between the
2 employee and the employer. Flex-time must be utilized within the employee's work year in
3 which it was earned. Any remaining flex-time balance at the end of the fiscal year will be
4 liquidated to cash. Flex-time must be documented using the Flex-Time Record Sheet.

5
6 **Section 7.5. Work Time.**

7 Employees shall be assigned to a definite shift with designated start and end times. Employees working
8 five (5) hours or more shall be entitled to an uninterrupted lunch period. Meal periods shall be paid when
9 the employee is required by the employer to remain on duty at the premises or at a prescribed work site,
10 or when meal periods are interrupted to undertake employer's business. All employees required to work
11 through their regular lunch periods will be given time to eat at a time agreed upon by the employee and
12 supervisor. In the event that the District requires an employee to forgo a lunch period and the employee
13 works the entire shift, including the lunch period, the employee shall be compensated for the foregone
14 time either at his/her regular rate or the overtime rate.

15
16 Employees shall be paid for all hours worked. Hours worked shall include all hours that the district
17 authorizes or knows that employees are working. Employees should not work beyond their designated
18 and assigned work shift without express authorization from their supervisor or supervisor's designee.
19 The District and Association acknowledge unexpected situations may arise in which prior
20 authorization is not feasible but which nevertheless call for extended work time. Such time worked
21 without prior authorization shall be reported to the supervisor by the end of the next work day.
22 Supervisors shall develop a plan which provides guidance to employees regarding such situations.
23 Supervisors shall ensure that employees are aware of the plan.

24
25 **Section 7.6. Emergency Conditions.**

26 In the event of unusual school closures due to an emergency:

27
28 **Section 7.6.1.**

29 Persons employed twelve (12) months are required to make every reasonable effort to report to
30 work at the usual time; provided, that the building/department administrator may allow a twelve
31 (12) month employee to utilize vacation or compensatory time if it is determined that the
32 employee's services are not necessary on that day.

33
34 **Section 7.6.2.**

35 Persons employed less than twelve (12) months are not required to report to work. Time lost due
36 to school closure days will be made up by persons employed less than twelve (12) months by
37 working on the District designated make-up day. In the event of a school closure, 10-month
38 employees will maintain the number of scheduled workdays by having a day added to the end of
39 the work calendar. If the additional day is at the end of the school year after students have left for
40 summer break, 10-month employees may make arrangements with their administrator(s) to take
41 unpaid time off if this meets the needs of the school and the District.

42
43 **Section 7.6.3.**

44 Persons employed twelve (12) months who report for work and are sent home, or who are
45 notified through the media and/or the school administration that the District is closed, will not
46 have to make up the time.

1 **Section 7.6.4.**

2 In the event schools are opened late because of unusual conditions, all employees are to make
3 every reasonable effort to report to work at the usual time. Unless the employee is unreasonably
4 delayed, the employee's compensation will not be adjusted.
5

6 **Section 7.6.5.**

7 In the event of an unusual or emergency school/site closure due to inclement weather or other
8 circumstances such as electrical problems or the like, and where it is not anticipated that the
9 day will be made up, KAEOP employees will have the following options: use any available
10 discretionary leave, use any available compensatory time, take leave without pay, or work at an
11 alternative site as directed by the District.
12

13 **Section 7.6.6.**

14 In the event of an unusual or emergency school/site closure due to inclement weather or other
15 circumstances such as electrical problems or the like, employees are expected to listen to the
16 public media prior to leaving home for notification of closure. Employees reporting to work
17 who were not notified by the district or public media prior to leaving home shall receive a
18 minimum of two hours pay.
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20
21

22 **ARTICLE VIII**

23 **HOLIDAYS AND VACATIONS**

24 **Section 8.1. Holidays.**

25 **Section 8.1.1.**

26 All 12-month employees shall receive the following holidays without loss of pay:
27

- | | |
|--|-------------------------------|
| 28 1. New Year's Day | 29 7. Labor Day |
| 30 2. Day before or day after
31 New Year's Day | 32 8. Veterans' Day |
| 33 3. Martin Luther King Day | 34 9. Thanksgiving Day |
| 35 4. Presidents' Day | 35 10. Day after Thanksgiving |
| 36 5. Memorial Day | 36 11. Christmas Day |
| 37 6. Independence Day | 37 12. Day before Christmas |
| | 38 13. Day after Christmas |

39 **Section 8.1.2.**

40 All 10-month employees shall receive the following holidays without loss of pay:
41

- | | |
|------------------------------|--|
| 42 1. New Year's Day | 43 6. Veterans' Day |
| 44 2. Martin Luther King Day | 44 7. Thanksgiving Day |
| 45 3. Presidents' Day | 45 8. Day after Thanksgiving |
| 46 4. Memorial Day | 46 9. Christmas Day |
| 47 5. Labor Day | 47 10. Day before or day after Christmas |

1 **Section 8.1.3.**

2 All 9-month employees shall receive the following holidays without loss of pay:

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

10 **Section 8.2. Holidays During Vacation.**

11 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one
12 extra day of vacation with pay in lieu of the holiday as such.

13
14 **Section 8.3. Work Holidays.**

15 Employees who are required to work on the above described holidays shall receive two and one-half
16 (2½) times the employee's regular rate of pay for all hours worked on such holidays, unless the employee
17 starts to work at 10:00 p.m. or thereafter on that date.

18
19 **Section 8.4. Vacations.**

20
21 **Section 8.4.1.**

22 Vacations for all regular 12-month employees will be prorated at a monthly rate of one-twelfth of
23 the employee's vacation entitlement as computed under Section 8.4.2.

24
25 **Section 8.4.2. Vacation for a regular full-time twelve (12) month employee.**

26	<u>Length Of Employment</u>	<u>Vacation Accrued</u>
27	1-3 Years	10 Days
28	4-9 Years	15 Days
29	10-14 Years	20 Days
30	15+ Years	25 Days
31		

32
33 **Section 8.4.3.**

34 All vacations must be approved by the immediate supervisor.

35
36 **Section 8.4.4.**

37 Vacation time shall not be accumulated in an amount to exceed two times the employee's
38 entitlement as of August 31, 2015. Any excess vacation accumulation not used by August 31st of
39 each year will be lost. For 12-month employees, written notice will be provided by June 10th of
40 each year, of the employee's current vacation balance (based on leave submittals), accrual date
41 (for purposes of changes in accrual rate), current accrual rate and maximum leave accrual.

42
43 **Section 8.5. Payment of Vacation Upon Separation of Employment.**

44
45 **Section 8.5.1. Other than Retirement.**

46 Upon separation of employment by reason other than retirement, all employees will receive their
47 accumulated vacation by warrant on the next scheduled pay date after their final pay warrant.

1 **Section 8.5.2. Retirement.**

2 Upon separation of employment by reason of retirement, the vacation cash out will be subject to
3 the bargaining unit’s VEBA III contract vote.
4
5
6

7 **ARTICLE IX**

8 **LEAVES**

9
10
11 **Section 9.1. Sick Leave.**

12 Each employee with the District shall be granted twelve (12) workdays annual sick leave. For employees
13 commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be
14 credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the
15 employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount
16 will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick
17 leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick
18 leave days at the end of the school year, the excess 10 days will be lost as of August 31.)
19

20 **Section 9.1.1. Definitions:**

21 Throughout this article (Article IX, LEAVES), the following definitions shall apply unless
22 otherwise stated within a section or subsection:
23

24 **“Child”** means a biological, adopted, or foster child, a stepchild, child of the employee’s
25 domestic partner, a legal ward, or a child of a person who is acting as guardian who is (a) under
26 the age of 18 years of age, or (b) 18 years of age or older and incapable of self-care because of
27 a mental or physical disability. Incapable of self-care means that the individual requires active
28 assistance or supervision to provide self-care in several of the activities of daily living. This
29 includes activities such as grooming, bathing, cooking, cleaning, shopping, paying bills, and/or
30 eating.
31

32 **“Immediate family”** means a spouse, domestic partner, parent, child (whether under age 18 or
33 older), brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law,
34 mother-in-law, grandparent, or grandchild.
35

36 **“Immediate household”** means all people living in the same family unit, not necessarily
37 related. The term does not include persons sharing the same general quarters when the living
38 style is primarily that of a dormitory or commune.
39

40 **“Not immediate family”** means a niece, nephew, aunt, uncle, cousin, close friend or coworker.
41

42 **“Parent”** means a biological parent, legal parent or *de facto* parent.
43

44 **"Emergency"** means a health condition that is a sudden, and generally unexpected occurrence
45 related to health that demand immediate action and is very short term in nature, or an
46 unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the
47 employee which threatens the property of the employee. The Kent School District Human
48 Resources may require the employee to furnish evidence of the emergency.

1 **“Extraordinary or severe”** means serious or extreme and/or life threatening, as defined in
2 WAC 392-126-065

3
4 **“Serious health condition”** means an illness, injury, impairment, or physical or mental
5 condition that involves continuing treatment by a health care provider or inpatient care in a
6 hospital and the like (such as hospice or residential medical care facility). It also includes the
7 period of incapacity or subsequent treatment or recovery in connection with the inpatient care as
8 long as it includes any period of inability to work, attend school or perform other regular
9 activities.

10
11 **Section 9.1.2.**

12 Employees may use sick leave for the following purposes:

13
14 (1) Personal illness:

15 Accumulated sick leave shall be granted when an employee is required to be absent
16 from work for any of the following reasons:

- 17 (a) The employee’s illness, injury, serious health condition, or preventative health
18 care;
19 (b) Exposure of the employee to contagious disease when attendance at work would
20 jeopardize the health of others;
21 (c) Disability of the employee due to pregnancy or childbirth;

22
23 (2) Illness of children:

24 Accumulated sick leave shall be granted when an employee is required to be absent
25 from work to provide care to a child with a health condition requiring treatment or
26 supervision.

27
28 (3) Illness and/or preventative health care of immediate family members and/or members of
29 immediate household:

30 Employees may use accumulated sick leave when required to be absent from work to
31 provide care to or transportation for members of the employee’s immediate family or
32 immediate household who experience a serious health or emergency condition or
33 require preventative care. The District may require the employee to furnish evidence
34 that no alternative to the employee’s absence is practicable.

35
36 (4) Property Emergency:

37 Up to one (1) day of sick leave may be used annually to attend to the protection of
38 property due to an emergency, without providing evidence of the property emergency.
39 Any additional absence due to a property emergency will require evidence that no
40 alternative to the employee’s absence is practicable.

41
42 **Section 9.1.3.**

43 For any absence in excess of five (5) consecutive workdays, medical certification must be made
44 by the employee’s or family member’s licensed health care provider that the absence was
45 medically necessary. Medical certification must be updated or renewed every twenty (20)
46 workdays of absence per year beginning September 1, unless other arrangements are approved by
47 Human Resources, except as otherwise provided by state or federal law.

1 **Section 9.1.4.**

2 Sick leave accumulated in any school district in the state shall be credited upon employment in
3 the District, provided such accumulated sick leave is verified by the previous employer(s).

4
5 **Section 9.1.5.**

6 Compensation for sick leave shall be the same as the compensation the employee would have
7 received had the employee not taken sick leave.

8
9 **Section 9.1.6. Sick Leave Cash Out.**

10 The Attendance Incentive Program shall be as follows:

- 11
- 12 1. In January, any eligible employee may exercise an option to receive remuneration for unused
13 leave for illness or injury accumulated in the previous year at a rate equal to one day's
14 monetary compensation of the employee for each four (4) full days of accrued leave for
15 illness or injury in excess of sixty (60) days. Leave for illness or injury for which
16 compensation has been received shall be deducted from accrued leave for illness or injury at
17 the rate of four (4) days for every one day's monetary compensation; PROVIDED, that no
18 employee may receive compensation under this section for any portion of leave for illness or
19 injury accumulated at a rate in excess of one day per month.
 - 20
 - 21 2. Sick leave cash out will be subject to the bargaining unit's VEBA III contract vote and state
22 law. At the time of separation from school district employment due to death, the employee's
23 estate shall receive remuneration for unused sick leave. In either case, the unused sick leave
24 will be paid at a rate equal to one day's current monetary compensation of the employee for
25 each four (4) days accrued leave for illness or injury. No more than 180 sick leave days shall
26 be eligible for conversion. Any such conversion shall be subject to the terms and limitations
27 of applicable statutes and regulations.

28
29 **Section 9.1.7.**

30 In the case of a strike or work stoppage by any Association or union associated with the District,
31 the board of directors reserves the right to ask for a licensed health care provider's validation of
32 illness, provided the board acts to give advance notice that this provision will be implemented
33 during a specific time.

34
35 **Section 9.1.8.**

36 Experience credit for determining salary schedule placement and seniority shall be the same as
37 the experience credit the person would have received had such person not taken sick leave. Sick
38 leave shall not affect experience credit, salary schedule placement, or seniority.

39
40 **Section 9.1.9.**

41 Any employee returning from taking sick leave shall be assigned to the same position held at the
42 time the leave commenced. If such leave extended from one school year into the next school
43 year, or if that position is no longer available, the employee shall be assigned to an equivalent
44 position for which the employee is qualified, if possible.

1 **Section 9.2. Extended Health Leaves.**

2
3 **Section 9.2.1.**

4 An employee who is unable to perform his/her duty because of health reasons may be granted a
5 leave of absence up to one (1) year without pay, which may include up to twelve (12) weeks of
6 unpaid Family Medical Leave for eligible employees. Application for this leave shall be made in
7 writing to Human Resources. Approval of extended health leave is conditioned upon receipt by
8 Human Resources of medical certification from the employee's licensed health provider.

9
10 **Section 9.2.2.**

11 The District may require certification by a licensed health care provider that the health reason is
12 valid and may also require that the employee present written release for duty by the licensed
13 health care provider before returning to active service.

14
15 **Section 9.2.3.**

16 Employees on health leave shall have the right to retain the seniority they had before going on
17 leave. In addition, the employee shall have the opportunity to continue to participate in the
18 District's health plan according to COBRA rules.

19
20 **Section 9.2.4. Family and Medical Leave.**

21 In accordance with the Family and Medical Leave Act (P.L. 103-3, as amended) and in addition
22 to any other leave provisions in the Agreement, every employee shall have the right to take up to
23 a combined total of twelve (12) weeks of leave, excluding any non-work periods for an employee
24 working less than twelve (12) months per year, without pay in any twelve (12) month period, in
25 connection with: (1) the birth, adoption or placement of a foster child and first year of care of the
26 child; (2) the serious health condition of an employee's spouse, domestic partner, child, or parent;
27 (3) the employee's own serious health condition; and (4) leave for military exigencies and/or
28 military caregivers as provided under the Family and Medical Leave Act as amended. When
29 medically necessary, leave may be taken intermittently or on a reduced leave schedule, i.e., a
30 leave schedule which reduces the number of hours per workday and/or workdays per week. The
31 taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of
32 leave to which an employee is entitled.

33
34 An employee shall be eligible to use the provisions of this section if the employee was employed
35 or compensated for 1250 hours or more during the preceding twelve months.

36
37 While an employee is on Family and Medical Leave, the District and the employee shall continue
38 to make their respective contributions to the employee's benefit program so that the employee
39 shall continue to receive benefits just as if the employee were not on leave.

40
41 When foreseeable, the employee must provide 30 days notice of the date when the leave is to
42 begin, unless circumstances dictate otherwise, in which case the employee shall provide as much
43 notice as is practical.

44
45 The District will require the employee to provide certification from employee's health care
46 provider, or a family members' health care provider as to: (1) the date that the condition
47 commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's
48 inability to perform the employee's job functions. Upon return to work, the District may require

1 the employee to provide certification from the employee's health care provider, if the employee
2 was on leave for his/her own serious health condition, that the employee is able to resume work.

3
4 The employee shall return to the position held when the leave commenced, or an equivalent
5 position if the original position no longer exists.

6
7 **Section 9.3. Maternity/Parental Leave.**

8 Maternity/parental leaves of absence will be granted as follows:

9
10 **Section 9.3.1.**

11 An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12)
12 weeks following birth of the child, in addition to any period of pregnancy-related disability prior
13 to the birth of the child, which may be extended by the District up to a maximum of one (1) year
14 total, to begin at any time between the commencement of her pregnancy and one year after a
15 child is born to her. The employee shall notify Human Resources in writing of her desire to take
16 maternity leave, and except in case of emergency, shall give notice at least thirty (30) calendar
17 days prior to the date on which her leave is to begin. The employee may use available paid leave
18 (including sick leave) during any period of medical disability during pregnancy and for the
19 employee's recovery following childbirth. Medical certification from the employee's healthcare
20 provider is required for any period of disability. An employee who is pregnant may continue in
21 active employment as late into her pregnancy as she desires.

22
23 **Section 9.3.2.**

24 An employee, including a birth mother who is no longer disabled from childbirth and recovery,
25 will be granted parental leave without pay to a maximum of twelve (12) weeks, which may be
26 extended by the District for up to a maximum of one (1) year, to begin at any time between the
27 birth of the employee's child and one year thereafter. The employee shall request parental leave
28 in writing to Human Resources at least thirty (30) calendar days prior to the date on which the
29 leave is requested to begin. Unpaid Family Medical Leave may be used during parental leave, by
30 eligible employees, to the extent it is available.

31
32 **Section 9.3.3.**

33 An employee adopting or receiving permanent custody of a child through the age of five (5) shall
34 be granted an adoption leave without pay for a period of up to twelve (12) weeks after taking
35 custody. This leave, upon request, may be extended for up to a maximum period of up to one (1)
36 year. Adoption leave may commence earlier if necessary in order to fulfill requirements for
37 adoption. The employee shall request leave, in writing to Human Resources, at least thirty (30)
38 days prior to the date on which the leave is requested to begin.

39
40 **Section 9.3.4. Reemployment Rights.**

41 An employee returning from maternity/parental leave shall be guaranteed the employee's former
42 position if available, or if not available, an equivalent position. The employee shall retain all
43 rights, seniority, and benefits commonly afforded employees on leave without pay.

44
45 **Section 9.3.5. Early Return From Leave.**

46 An employee who has been granted maternity/parental leave and desires to return to service
47 during the period of the leave may return at a time mutually agreed to by the employee and the

1 superintendent or designee. A medical certification will be required if the employee was disabled
2 due to pregnancy and/or recovery from childbirth.

3
4 **Section 9.4. Bereavement Leave.**

5 Up to five (5) days bereavement leave may be granted in the event of a death in the “Immediate
6 Household” or “Immediate Family.” Bereavement leave of one (1) day may be granted for a person
7 within the “Not Immediate Family” definition.

8
9 Bereavement leave shall not be cumulative.

10
11 **Section 9.5. Jury Duty/Witness Leave.**

12 Leaves of absence with pay shall be granted for jury duty or when an employee is subpoenaed as a
13 witness in a court proceeding. The employee shall notify the District when notification to serve is
14 received.

15
16 **Section 9.6. Discretionary Leave.**

17
18 **Section 9.6.1. Employee Discretionary.**

19 A regular employee may use up to two (2) workdays of employee discretionary leave with pay
20 per year for situations that require absence during working hours to transact or attend to personal
21 or legal business or family matters, provided that:

- 22
- 23 1. No more than ten percent (10%) of all regular employees (rounded to the nearest whole
24 number) will be granted such leave for any given day
 - 25
 - 26 2. The employee must give notice to the District identifying the absence as employee
27 discretionary leave, at least two (2) workdays in advance of taking the leave. In unusual
28 circumstances, this advance notification requirement may be waived by the employee's
29 immediate supervisor.
 - 30
 - 31 3. Employee discretionary leave will not be granted on the workday directly before or the
32 workday directly after holidays, paid or school holidays, or the first or last day of the school
33 term, unless the reason for the absence is as follows:

34
35 Situations suddenly precipitated or situations of such a nature that preplanning or
36 rescheduling is not possible or such that preplanning or rescheduling could not eliminate the
37 need for such leave. Some examples of situations that qualify are: illness in the immediate
38 family, as defined in Article IX, Section 9.4.1; pre-adoptive leave; birth of an employee's
39 child; funerals not covered by bereavement leave; failure of a public transportation carrier to
40 meet a regularly scheduled operation; educationally significant events that involve the
41 employee or student within the employee's care, (e.g., graduation); situations created by
42 forces of nature having significant harmful effects upon the employee's property, health, or
43 family safety; non-injury accidents when employees are en-route to work.

44
45 **Section 9.6.2.**

46 Discretionary leave shall not be applicable in cases of self-determined hazardous road conditions
47 on school days, except when the District has declared a late start due to inclement weather and/or

1 road conditions or when such inclement weather presents imminent harm to the welfare and
2 property of the affected employee.

3
4 **Section 9.6.3.**

5 Discretionary leave can only be used in half or whole-day increments and is not allowed for other
6 partial-day usage, except in case of emergency as approved by the employee's immediate
7 supervisor. In an effort to provide employees flexibility regarding the use of discretionary
8 leave, up to one (1) day of discretionary leave may be carried forward for use in the following
9 year. If carried forward, such day must be used or it will be lost. The carry forward day is not
10 eligible for cash out. Except for up to one (1) day which can be carried forward into the
11 following year, discretionary leave is non-cumulative.

12
13 **Section 9.6.4. Employee Discretionary Leave Incentive.**

14 An employee shall be paid for unused employee discretionary leave as of August 31 annually. On
15 or before September 10 annually, employees with an equivalent of one or two full workday's
16 balance of employee discretionary leave, on an FTE basis, as of August 31 of the preceding
17 school year, shall be eligible for this payment. Payment shall be made at one-half (1/2) of one (1)
18 day's monetary compensation of the employee for each unused day.

19
20 Payment shall be made on the September pay warrant consistent with District payroll cutoff dates
21 and provided that the employee records do not otherwise indicate ineligibility. An employee must
22 be a current employee at the time such payment is to be made. Should an employee leave District
23 employment prior to September having fulfilled the full contract year in the position held, the
24 employee may receive payment at the discretion of the District either at the end of the contract
25 year or in a September pay warrant to cover this benefit.

26
27 **Section 9.7. Military Leave.**

28 The District will comply with current federal and state statutes. *See also Section 9.2.5. Family Medical*
29 *Leave, regarding leave for military exigencies and/or military caregivers.*

30
31 **Section 9.8. Attendance At Workshops.**

32 The president of the Association or a designated representative will be provided time off without loss of
33 pay to a maximum of ten (10) workdays per year to attend regional or state meetings when the purpose of
34 these meetings is in the best interest of the District as determined by the District and for time engaged in
35 new employee bargaining unit orientation.. The Association will reimburse the District for the cost of
36 any required substitute.

37
38 **Section 9.8.1.**

39 It is further provided that the above shall not be construed as limiting attendance at such
40 workshops, when at the option of the superintendent, it is deemed to be to the advantage of the
41 District for more members of the staff to attend.

42
43 **Section 9.9. Other Leaves.**

44
45 **Section 9.9.1. Attendance At The Legislature.**

46 Any public employee who represents fifty percent (50%) or more of a bargaining unit, or who
47 represents on a statewide basis a group of five (5) or more bargaining units, shall have the right to
48 be absent from employment without pay and without suffering any discrimination in future

1 employment and without losing benefits incident to employment while representing the
2 bargaining unit at the legislature of the State of Washington during any regular or extraordinary
3 session there:

4
5 PROVIDED, that such employee is replaced by the bargaining unit with an employee who shall
6 be paid by the District and who shall be qualified to perform the duties and obligations of the
7 absent member in accordance with the rules of the civil service or other standards established by
8 the District for such absent employee. (Reference RCW 41.56.220)

9
10 **Section 9.9.2.**

11 Leaves of absence without pay for reasons other than illness may be granted for a maximum
12 period of up to one year by the District for reasons other than those previously listed in this
13 article. Such additional leaves shall normally be without pay. After a leave period of one year has
14 passed the District shall open and fill the position on a regular basis.

15
16 **Section 9.9.3.**

17 If not FMLA eligible or after FMLA has been exhausted, an employee shall be granted leave
18 without pay up to a 12-week maximum for the purpose of caring for a terminally ill child.

19
20 **Section 9.9.3.1.**

21 If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in
22 advance.

23
24 **Section 9.9.3.2.**

25 Any employee returning from leave provided in Section 9.9.3. shall be assigned to the
26 same position held at the time the leave commenced, or if that position is no longer
27 available, the employee shall be assigned to an equivalent position if possible.

28
29 **Section 9.9.4. Short Term Leave Without Pay.**

30 Leave without pay for short periods of time may be granted at the discretion of the Human
31 Resources only after all available paid leave applicable to the reason for the request for the leave
32 without pay has been exhausted. Requests will be considered on a case by case basis and
33 approval will normally be limited to unusual, unique or “once in a lifetime” events. Except for
34 emergency situations, requests must be submitted at least two weeks in advance to the Director of
35 Human Resources via letter or email with a copy to the employee’s supervisor.

36
37 **Section 9.9.5. Domestic Violence Leave.**

38 Leave with pay (to the extent the employee has accrued paid leave available for use) or without
39 pay may be granted to allow victims of domestic violence, sexual assault or stalking to take
40 reasonable leave from work for legal or law-enforcement assistance, medical treatment,
41 counseling or as otherwise provided by R.C.W. 49.76.. The employee shall provide verification
42 of eligibility to take this leave, as permitted by R.C.W. 49.76. The employee must give advance
43 notice, when possible.

44
45 **Section 9.10. Leave Sharing.**

46 Employees covered by this contract who have an extraordinary and/or severe medical condition, may
47 participate in a leave sharing program in accordance with RCW 28A.400.

1 **Section 9.11. Attendance Incentive Program.**

2
3 **Section 9.11.1.**

4 An employee must work a minimum of two (2) hours per day in a regular position to be eligible
5 for this program. To be eligible for this award, the employee must be a current employee at the
6 commencement and conclusion of the award period. However, an employee who satisfies these
7 requirements but whose award is delayed for administrative reasons shall be considered a current
8 employee, e.g., an employee who retires or resigns and has completed his/her calendar year. The
9 award shall not be available to those employees whose separation of employment was for
10 disciplinary or related reasons.
11

12 **Section 9.11.2.**

13 For the period from September 1 through February 28, any employee who is not absent from
14 work for any time for sick leave, and/or leave without pay, except for a worker’s compensation
15 claim, discretionary leave or FMLA leave, shall receive an award in accordance with the table in
16 Section 9.11.5 below. Payment shall be made on the March pay warrant.
17

18 **Section 9.11.3.**

19 For the period from March 1 through August 31, any employee who is not absent from work for
20 any time for sick leave, and/or leave without pay, except for a worker’s compensation claim,
21 discretionary leave or FMLA leave, shall receive an award in accordance with the table in Section
22 9.11.5 below. Payment shall be made on the September pay warrant.
23

24 **Section 9.11.4.**

25 Any employee who fulfills the requirements of Section 9.11.2 and Section 9.11.3 for a complete
26 fiscal year (September 1 through August 31) shall be awarded an additional award in accordance
27 with the table in Section 9.11.5 below. Payment shall be made on the September pay warrant.
28

29 **Section 9.11.5. Attendance Incentive Award Table.**

	<u>9- Or 10-Month Position</u>	<u>12-Month Position</u>
	0 - 1.9 Hours \$0	0 - 1.9 Hours \$0
	2 - 4.9 Hours \$74.00	2 - 4.9 Hours \$98.00
	5 - 8.0 Hours \$110.00	5 - 8.0 Hours \$146.00

36
37 **Section 9.11.6.**

38 Employees who do not fulfill the requirements of the attendance incentive awards may qualify
39 for the following award (these employees will not qualify for the annual award):
40

41 **Absences In Hours For Each Period Of Time Percentage Of Award**

0.1 - 8.0 Hours	75%
8.1 - 12.0 Hours	50%
12.1 - 16.0 Hours	25%

1 **Section 9.12.**

2 Human Resources shall provide written notification to the president of the Association for any leave of
3 absence in excess of ninety (90) days or any extension of leave beyond one (1) year.
4
5
6

7 **ARTICLE X**

8
9 **EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES**

10
11 **Section 10.1. Seniority.**

12 The seniority of an employee within the bargaining unit shall be established as of the date on which the
13 employee began continuous daily employment; provided, however, that new employees with prior
14 experience in a Washington State public school district shall have longevity applied and adjusted in
15 accordance with RCW 28A.400.300, as amended. Longevity will be used to determine vacation benefits
16 and any other contract provision that depends on longevity.
17

18 **Section 10.2. Probationary Period.**

19 All new employees within the jurisdiction of this Agreement shall be on probation for one-half (1/2) of
20 their designated work year; nine-month position, ninety (90) workdays; ten-month position, one hundred
21 one (101) workdays; twelve-month position, one hundred thirty (130) workdays. During this time,
22 grievance procedures relating to termination are waived.
23

24 **Section 10.3. Job Vacancies.**

25 Vacancies for positions covered by this bargaining unit will be posted on the District's web-page and
26 included in Human Resources all-staff communications regarding new job postings as they become
27 known, except for a leave replacement position, or a temporary position of less than fifty (50) percent of
28 the applicable regular work year calendar, (i.e. 189, 212 or 260), in which case advertisement is not
29 required. The Association president(s) shall receive a copy of posted vacancies. Open positions shall not
30 be filled until they have been advertised for at least five (5) workdays. Selection from qualified
31 applicants will be determined after giving due consideration to relevant, successful bargaining unit
32 experience, requests for transfer and the Affirmative Action Program. However, the Association
33 recognizes the right of a division manager or principal to fill a job vacancy from within the remaining
34 work staff, provided such vacancies are publicized to staff within the building or division for at least five
35 (5) workdays and Human Resources concurs. In the event more than one staff member from the building
36 or division is interested in the same position, the principal or division manager shall interview all staff
37 who have expressed interest. The person filling the position must meet the minimum qualifications as set
38 forth in the established job description covering the vacancy. If position is filled in this manner, then the
39 position need not be advertised District-wide or to outside applicants; however, the president(s) of the
40 Association shall be notified by Human Resources in advance of any action taken.
41
42
43
44
45
46
47
48

1 **Section 10.3.1.**

2 In the event a principal is reassigned from one school building to another newly constructed or
3 newly opened building (hereinafter referred to as "new building"), the District shall have the
4 option of moving secretarial staff with the principal to the new building using the following
5 guidelines:
6

7 **Section 10.3.1.1.**

8 Staff shall be moved only within classification, e.g., Administrative Assistant V to
9 Administrative Assistant V.
10

11 **Section 10.3.1.2.**

12 Staff shall be exempt from testing requirements.
13

14 **Section 10.3.1.3.**

15 In the event more than one staff member from the building is interested in the same
16 position in the new building, the principal shall interview all interested applicants from
17 within the building for the new building assignments.
18

19 **Section 10.3.1.4.**

20 If this section is invoked, the president(s) of the Association shall be notified, in advance
21 in writing, to allow for input from the Association prior to an official decision being
22 made.
23

24 **Section 10.3.2.**

25 All employees covered by this Agreement shall have the right to apply for any bargaining unit
26 position which is advertised in accordance with 10.3 above. Employees should do so by keeping
27 updated current materials in the district on-line application system and submitting application via
28 that system. Employees meeting the minimum qualifications listed in the vacancy announcement
29 shall be interviewed for that position and careful consideration will be given to relevant,
30 successful prior bargaining unit experience.
31

32 **Section 10.3.2.1.**

33 An employee who is not successful for a position may make an appointment with Human
34 Resources for the purpose of reviewing the person's application and interview within ten
35 (10) workdays of notification that the position was filled. In cases where non-bargaining
36 unit candidates are successful over experienced bargaining unit members, a written
37 explanation regarding the reason for selecting a non-bargaining unit candidate will be
38 provided if so requested by the employee or the union. The explanation will include why
39 the employee was not as qualified as the selected candidate.
40

41 **Section 10.4.**

42 An employee who is requested to work in a position at a higher classification for more than two (2)
43 consecutive workdays shall be paid at the rate of the higher classification starting at the beginning of the
44 third consecutive day of work and retroactive to the first day of work.
45

46 **Section 10.5.**

47 Employees may be temporarily assigned outside their experience or training, but performance in any
48 such temporary assignment shall not be a part of their evaluation.

1 **Section 10.6.**

2 Employees may be involuntarily transferred to a comparable position for other than discipline or
3 performance deficiency reasons. The need for such transfers must be unique and demonstrable and serve
4 the interests of both the individual employee and the District. Such transfers would require agreement of
5 the Superintendent or administrative designee and the union president. Any involuntarily transferred
6 employee will be provided thirty (30) days prior notice before the effective date of the transfer. This
7 notice may be waived by the employee.
8

9 **Section 10.7. Annual Employment Notification.**

10 Any 9-month or 10-month employee not notified by June 1 of each year shall be considered
11 automatically retained for the next school year subject to availability of funds, continuation of program
12 and position, and will return to the same work assignment unless otherwise notified in writing prior to
13 returning for the following school year.
14

15 **Section 10.8.**

16 Employees retained will have their hourly rate of pay adjusted as specified by the terms of the collective
17 bargaining agreement, if applicable.
18

19 **Section 10.9. Criteria for Determining Retention of Staff Due to Financial Loss or Program**
20 **Change.**

21 The term “displacement” shall mean reduction of more than two (2) hours (but not termination from all
22 employment) for other than disciplinary reasons. Decisions as to which employees will be “displaced”
23 will be based on building/site position needs and requirements with consideration given to individual
24 skills and qualifications necessary to fulfill duties. Seniority will be considered when individual
25 employee skills, qualifications and subsequent ability to perform the above duties are equal as
26 determined by the District.
27

28 Displacement procedure and rules shall be as follows:
29

- 30 1. Regular KAEOP employees who have been displaced shall be placed in a “Displacement Pool”.
31 Re-employment rights for such employees will be the same as those employees in Section 10.10,
32 except however those employees who have been laid off shall have priority in exercising their re-
33 employment rights.
- 34 2. Following notification to the employee of the loss of hours, Human Resources will contact
35 KAEOP leadership to identify possibilities and potential resolutions.
36

37 The term "lay-off" shall mean termination of employment for other than disciplinary reasons. Reasons
38 may include change of program reorganization, lack of work, lack of funds or position loss resulting
39 from a “bump” from a more senior employee.
40

41 **Section 10.9.1.**

42 In the event a lay-off situation occurs, the District shall present the Association a seniority list by
43 category at least thirty (30) calendar days prior to the first lay-off.
44

45 **Section 10.9.2.**

46 The employee with the earliest district seniority date within the same position title at a
47 department or building shall have preferential rights regarding who is laid off.
48

1 **Section 10.9.3.**

2 When offering positions to employees who have been notified their position is being eliminated
3 or being bumped by another employee, the order of offers shall be as follows:
4

5 Step 1: Comparable open position(s) for which the employee is qualified;
6

7 Step 2: When no comparable open position exists, employees shall be placed in a comparable
8 position held by a lesser senior employee in the same or lower level according to
9 procedures jointly agreed to by the Association and the District;

10 Step 3: If no comparable position is identified in Step 2 above, then the employee shall have the
11 option of being placed into a position that is closest in comparability to the one
12 previously held according to procedures jointly agreed to by the Association and the
13 District.
14

15 Affected employees shall not be allowed to move into a higher pay grade.
16

- 17 • Comparable positions shall mean positions which represent a gain or loss of no more
18 than five hundred dollars (\$500) in annual compensation, wage related benefits or
19 health insurance benefits, but may have different working conditions or qualifications,
20 duties and responsibilities.
21

22 An employee who loses his/her position as a result of a more senior employee moving into said
23 position shall be subject to the same rights and restrictions described in Section 10.9.3.

24 Employees so affected by layoff shall be given at least two options, if available, for placement
25 into a position for which they are qualified and in accordance with the above procedures.
26

27 **Section 10.9.3.1.**

28 It is understood that job qualifications referred to in 10.9.3 shall be the same minimum
29 qualifications required for application if that position were an open position. It is further
30 understood that the District and Association shall work to pre-identify and mutually agree
31 on essential positions.*
32

33 *Essential positions are those positions for which replacement would create severe
34 disruption to the District operation and for which time to train a new employee is
35 obviously not either practical or reasonable due to immediate critical demands.
36

37 **Section 10.10. Re-employment Rights.**

38 All bargaining unit employees who are not offered employment in accordance with the procedures in
39 Section 10.9. shall be terminated from employment. Such terminated employees and employees
40 accepting less than comparable positions shall be placed in a Layoff Employment Pool for possible
41 reemployment for a period of two (2) years. Layoff Employment Pool personnel, based on their
42 seniority, will be offered comparable positions for which they are qualified* and which do not increase
43 their previous pay grade level. If no such comparable open position can be offered, then the employee(s)
44 shall have the option of accepting employment offers in less than comparable open position(s). This
45 process will continue until the employment pool is depleted or there are no candidates qualified in the
46 pool for any particular open position. In addition to the above, Layoff Employment Pool members shall
47 retain bargaining unit rights for any other application for open KAEOP positions.
48

1 *Any question/concern of adequate qualification shall be jointly addressed and determined via the
2 District/Union Liaison process with input from the effected Layoff Pool employee.

3
4 Layoff Employment Pool employees who are offered less than comparable employment and accept such
5 employment shall have the right to retain re-employment rights as stated above until offered comparable
6 employment or for a period of two (2) years following placement in the Layoff Employment Pool
7 whichever comes first.

8
9 **Section 10.10.1.**

10 Personnel will be considered for placement based on Layoff Employment Pool seniority and
11 qualification. If the next employee in line for rehire is not qualified for the open position, that
12 employee shall retain the right to remain in the employment pool. However, if an employee
13 rejects a position after being offered the position and the employee is qualified for the position,
14 further right to employment from the employment pool shall terminate.

15
16 **Section 10.10.2.**

17 It shall be the responsibility of each employee to notify Human Resources in writing by October
18 1 and February 1 if the employee wishes to remain in the employment pool. If such notification is
19 not received prior to these dates, the name of the employee shall be dropped from the
20 employment pool.

21
22 **Section 10.10.3.**

23 When a vacancy occurs for which the District offers employment to an employee from the pool,
24 notification from the school district to the individual will be by certified mail or by personal
25 delivery. The individual will have seven (7) calendar days from receipt of the letter to accept the
26 position.

27
28 **Section 10.11.**

29 Employees who are laid off shall retain seniority and retirement benefits in addition to payment for any
30 accrued vacation days.

31
32 **Section 10.12.**

33 Employees who are designated to be laid off shall receive a lay-off slip containing the following
34 information at least fifteen (15) calendar days prior to lay-off; name, position, date of hire, reason(s) for
35 lay-off, eligible benefits, and a copy of seniority list by categories.

36
37 **Section 10.13.**

38 For a period of one year following layoff, the applicant pool for all KAEOP open positions shall first be
39 restricted to KAEOP members only. Open positions will be posted and application and interviews will
40 occur for KAEOP members only in order that opportunity is given for restoration of lost time.

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ARTICLE XI

DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT

Section 11.1.

Each employee has the right, during an investigatory interview which the employee reasonably believes may result in discipline, to request the presence of an Association representative, if the Association representative is available. If that representative is not available, the employee may request the presence of another immediately available Association representative. The Association representative shall not obstruct or interfere with the interview.

Section 11.2.

Meetings between the employee and District shall occur at mutually convenient times when the employee, the Association representative and District representative may be available.

Section 11.3. Disciplinary Action.

Disciplinary action for purposes of this article shall mean written warnings, written reprimands, suspension without pay, or involuntary termination. No employee shall be subject to disciplinary action without just cause. The specific grounds forming the basis for suspension or termination shall be made available to the employee in writing.

Section 11.4. Discharge, Involuntary Termination of Employment.

Section 11.4.1.

In the case of involuntary termination or suspension for performance deficiencies (i.e., quality and quantity of work) or misconduct, the employee shall be entitled to receive a notice of intent to suspend or discharge from employment at least fourteen (14) calendar days prior to the scheduled date of the suspension or discharge. The employee shall be entitled to receive a written statement of reasons for the suspension or discharge. The employee shall have seven (7) calendar days from the date of the notice of intent to discharge or suspend for disciplinary reasons, in which to request a pre-disciplinary (Loudermill) hearing with the superintendent or designee before any such disciplinary action becomes final.

Section 11.4.2.

In the event the charges against the employee are sustained after the Loudermill hearing (unless waived by the employee), the employee is considered discharged or suspended for disciplinary reasons without further compensation. The employee shall be entitled to receive a written notice of discipline including a statement of reasons for the discharge and the effective date of the discharge or disciplinary suspension.

Section 11.4.3.

If the investigation completely clears the employee, the employee shall be reinstated with salary retroactive to the date of suspension.

Section 11.4.4.

If the investigation finds the employee at fault, but does not warrant discharge, the District may still take disciplinary action against the employee. In this event, the employee shall be entitled to a written statement of the reasons for the discipline.

1 **Section 11.5. Resignations.**

2 The employee shall give fourteen (14) calendar days notice in writing of intent to resign. When it is
3 mutually agreed upon by the employee and the District, the fourteen (14) calendar days mandatory notice
4 may be waived.

5
6 **Section 11.6. Exit Interview.**

7 Upon receipt of a resignation, the employee will have the opportunity to submit an exit interview form to
8 provide feedback to the employer regarding workplace issues. Additionally, the employee shall be sent a
9 continuation of benefits notice in conformance with the Consolidated Omnibus Reconciliation Act of
10 1985 (COBRA).

11
12
13
14 **ARTICLE XII**

15
16 **EMPLOYEE BENEFITS AND REIMBURSEMENTS**

17
18 **Section 12.1. Insurance Programs.**

19 The District shall provide payments towards premiums of approved District group insurance programs; if
20 the District payment does not cover the entire employee premium, a payroll deduction will be made to
21 cover the excess premium.

22
23 All eligible employees along with eligible dependents, will be required to participate in the District-
24 approved dental, vision, group term life, and group long-term disability insurance programs. Each
25 eligible employee will have the option of participating in a District-approved medical insurance program,
26 along with eligible dependents. These programs will be known as the "basic benefits" programs.

27
28 "Optional benefits" are those District-approved insurance programs that individual employees may select
29 which include but are not limited to the following: life, add-on short term disability, individual life, long
30 term care, and the legal service program.

31
32 **Section 12.2. Eligibility.**

33 An employee shall work a minimum of four (4) hours per day to be eligible to enroll in the approved
34 insurance programs. Enrollment in the required (mandatory) programs shall be automatic for any
35 employee working a minimum of four (4) hours per day.

36
37 **Section 12.3. Enrollment.**

38 New employees desiring coverage for basic benefits and/or optional benefits must enroll in the insurance
39 programs within thirty (30) calendar days of the date of hire into a position that qualifies them for
40 benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment
41 period for the District. Regular employees shall have the option to change or enroll in basic benefits
42 and/or optional benefits insurance programs during the open enrollment period specified by the District
43 (normally the month of September through the second Friday of October of each year).

1 **Section 12.4. District Insurance Premium Contribution.**

2 The District's insurance premium contributions per eligible employee (including eligible dependents) will
3 be based on the following table effective September 1, 2015 (\$780.00). For the duration of this contract,
4 the District will increase insurance premium contributions by the state allocated amount plus the retiree
5 subsidy. This increase will be distributed on the same percentage to hours worked as indicated below.
6

<u>Annual Hours Worked</u>	<u>Monthly District Contribution</u>	
741-840	\$428.22	54.9%
841-940	\$482.04	61.8%
941-1040	\$536.64	68.8%
1041-1140	\$590.46	75.7%
1141-1240	\$639.60	82.9%
1241-1340	\$698.88	89.6%
1341-2080	\$780.00	100%

15
16 **Section 12.5. Insurance Pooling.**

17 The District shall pool unused District insurance premium contributions. Pool recalculations shall occur
18 as often as necessary to ensure complete utilization of unused contributions. The District will consult
19 with the Association prior to establishing an actual pool calculation for the months of September and
20 October. See Section 1.4 regarding insurance pooling for “split” employees (those employees who also
21 hold a position(s) in another district bargaining unit or group).
22

23 **Section 12.6.**

24 While on a leave of absence without pay, the employee shall have the option to remain an active
25 participant in fringe benefit programs by paying the required amount without District contribution.
26

27 **Section 12.7. Liability Insurance.**

28 Employees shall be covered by the District's liability insurance policies.
29

30 **Section 12.8. Workers' Compensation.**

31 All employees covered by this Agreement shall be covered by the Washington State Workers'
32 Compensation Law, self-insured by the District. The cost of the industrial insurance and medical aid
33 covered will be paid by the District. The cost of the pension fund will be shared equally by the employee
34 and the District in accordance with the Workers' Compensation Law.
35

36 **Section 12.9. Travel Allowances.**

37 Employees authorized to use their personal vehicles on District business shall be compensated at the rate
38 as provided by District policy. The mileage shall be authorized and validated according to District
39 procedure. No employee shall be required to transport students of the District, or District equipment or
40 materials in their private vehicles. An employee authorized to use their personal vehicle for District
41 business whose vehicle is damaged while being used for District business may submit a claim to the
42 District for compensation for such damage. The claim will be adjudicated in accordance with standard
43 insurance standards and practices. District business does not include commuting to or from the day's
44 duty location, or commuting between duty locations during the duty day.
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46
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48

1 **Section 12.10. Tax Shelter Program.**

2 The District shall make a program available to members of the bargaining unit for the purchase of tax-
3 sheltered annuities. Upon receipt of an employee's properly executed application to participate in the
4 program, the District shall deduct the cost for purchasing them from the employee's salary.

5
6 **Section 12.11. Credit Unions.**

7 When authorized by the individual employee, the District shall make payroll deductions payable to the
8 Washington School Employee's Credit Union.

9
10 **Section 12.12. Section 125 Plan.**

11 Employees may use the Section 125 Plan deductions they qualify for each year. The Association shall be
12 consulted as to any changes being considered to the plan.

13
14
15
16 **ARTICLE XIII**

17
18 **PROFESSIONAL DEVELOPMENT and TRAINING**

19
20 **Section 13.1.**

21 A Professional Development Committee (Committee), comprised of a maximum of six (persons), with
22 an equal number of representatives from the District and from the Association, shall be created. The
23 Committee's duties will include identifying and developing professional development training
24 opportunities. Service on the Committee shall not result in lost time or pay. District funds shall be made
25 available for continuing employee development and training programs as follows:

26
27 **Section 13.1.1.**

28 Employees will be reimbursed for tuition after successfully completing approved course work.
29 Approval must be in advance by the director of staff development and the employee's immediate
30 supervisor. No wage deduction shall be made for approved attendance during working hours.

31
32 **Section 13.1.2.**

33 Expenses and materials to establish classes provided by the District.

34
35 **Section 13.1.3.**

36 If the immediate supervisor determines, and the superintendent concurs, that special training is
37 necessary for an employee, the District will pay the cost of such classes or training. Mandatory
38 training shall be paid for by the District. Funds from the effective education pool in Section
39 13.2 shall not be used to pay for the mandatory training.

40
41 **Section 13.2.**

42 The District will make funds available for employees' skill and job development. Funds will be
43 generated on the basis of the equivalent of five (5) workdays, based on the individual employee's daily
44 hours as reported on the S-275 state report. Effective educational (effective ed) hours may be used to
45 cover a specified amount of preparatory reading, homework, or project based learning required for a
46 specific course, provided that the number of additional hours for these activities are included in the
47 syllabus and description of the course. If additional hours for activities are not included in the syllabus
48 and description of the course, those activities outside of the classroom will be optional and not eligible

1 for compensation. This will be adjusted one time based upon an employee's daily hours on the 90th
2 workday of the school year. Employees shall be paid at their regular rate. If an employee has more than
3 one regular rate, the calculation of the regular rate shall be the weighted average of the regular rates
4 (for example, a 7 hour a day employee, employed in two different positions at 5 hours @\$15/hr. and 2
5 hours @\$10/hr.): $5/7(15) + 2/7(10) = \$10.71/hr. + \$2.86/hr = \$13.57/hr$ (weighted avg. rate).
6

7 **Section 13.2.1.**

8 KAEOP effective ed hours that are unused as of the last day in August shall be placed in a pool
9 for the exclusive use by members of this bargaining unit. Such hours shall be carried over and
10 available for use only during the following year. These hours or funds will be used on a first-
11 come basis until the pool is exhausted. After an employee has used all of their allotted hours in
12 the current year, the employee may use up to ten (10) hours from the pool per school year after
13 submission and written approval by their administrator of a plan to use these additional hours.
14 Submission form is available on the Kent School District web site. Any unused effective
15 education funds are eligible upon the approval of the Professional Development Committee to
16 be used to reimburse employees for tuition expenses, books, fees and other related educational
17 material expenses not to exceed one-hundred and fifty dollars (\$150) per employee per year. To
18 qualify for the reimbursement the employee must show they completed the course work and
19 produce a receipt for the qualifying expenses. In addition, unused pool hours may be utilized for
20 work site or team-based training, or as mutually agreed by both the District and Association.
21

22 **Section 13.3.**

23 Upon completion of the District's office assistant program or professional achievement certificate I, II,
24 III, IV, the employee shall receive a one-time stipend of six hundred thirty-nine dollars (\$639) per
25 program. The District and the Association recognize that the Office Assistant Training Program
26 (OATP) requires one-half the class hours of the other programs and, therefore agree the stipend for that
27 program shall be one-half (½) the regular stipend. Subject to approval by the Professional
28 Development Committee, clock hours and credit hours obtained from classes other than the KSD Staff
29 Development classes, such as from Washington Office of Superintendent of Public Instruction certified
30 clock hour providers or accredited educational institutions, are permitted to count towards the
31 educational stipend.
32

33 **Section 13.3.1 - Professional Development Appendices**

34 By reference, the list of approved classes for the Professional Achievement Certificate, I, II, III
35 and IV, shall be added as an appendix to this Agreement. The KAEOP/District Professional
36 Development Committee (PDC) is authorized to approve/amend and authorize specific course
37 substitutions. This section supersedes any previous written guidance from Human Resources.
38

39 **Section 13.4.**

40 The District shall provide training to accomplish the objectives of the program whenever new technology
41 is required or introduced to perform an essential function of the employee's position and/or when an
42 employee's assignment has changed (see Section 10.7)
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ARTICLE XIV

ASSOCIATION MEMBERSHIP

Section 14.1.

All employees covered by this Agreement who are or become members of the Association in good standing following the effective date of this Agreement shall, as a condition of their employment, remain members of the Association during the period of this Agreement.

Section 14.2.

All employees employed subsequent to the date of execution of this Agreement, or its effective date, whichever is later, shall as a condition of employment, become members effective with the employee's first pay warrant and maintain their membership obligation for the duration of this Agreement.

Section 14.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association (e.g., exclusion from voting on Association matters, receiving Association information, receiving PSE scholarship and discount benefits), yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this article, an employee who declines membership in the Association shall pay to the Association each month a representation fee as a contribution towards the administration of this Agreement. This service charge shall be collected by the Association in the same manner as monthly dues. The amount of the representation fee will be determined by the Association and communicated to the District and employee in writing. The representation fee may be an amount less than regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political contribution. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

Section 14.4.

Pursuant to Section 14.3.1., above, any employee wishing to withdraw from the Association and pay a representation fee shall send a signed withdrawal letter to the Public School Employees of Washington (P. O. Box 798, Auburn, Washington, 98071). The employee must also send a copy to the District Human Resources Department and a copy to the Association president.

Nothing contained in this Agreement shall require a representation fee or regular dues payment of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to the representation fee to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the State Public Employment Relations Commission pursuant to RCW 41.56.

Section 14.5.

The District shall deduct Association dues from the pay of members pursuant to RCW 41.56.110, and in accordance with the express terms of this article. The District shall transmit all such funds deducted to the treasurer of the Public School Employees on a monthly basis. A copy of the payroll deduction

1 authorization shall be maintained by the Payroll Department. No deduction shall be made which is
2 prohibited by applicable law.

3
4 **Section 14.6.**

5 Any payment of dues shall be subject to the provisions of RCW 41.56.122 relating to objections based
6 upon bona fide religious tenets.

7
8 **Section 14.7.**

9 The Association shall give written notice to the District business office of: (a) the percentage amount of
10 dues required of a member of the Association, which dues are to be deducted during the school year
11 under payroll deductions. The deduction amount shall not be subject to change without at least thirty (30)
12 calendar days written notice to the District business office. Any such changes shall be implemented by
13 the District within sixty (60) calendar days of the written notice to the District business office.

14
15 **Section 14.7.1.**

16 The Association agrees to reimburse any employee from whose pay dues were deducted in excess
17 of the total amount due to the Association, at that time, provided the Association or its affiliate
18 actually received the excessive amount.

19
20 **Section 14.8.**

21 The Association shall indemnify the District against any and all claims, demands, suits, or other forms of
22 liability that shall arise out of or by reason of action taken or not taken by the District for the purposes of
23 complying with any of the provisions of this article.

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26
27 **ARTICLE XV**

28
29 **GRIEVANCE PROCEDURE**

30
31 **Section 15.1.**

32 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be
33 considered as maximum and every effort shall be made to expedite the process. Under unusual
34 circumstances, time limits may be extended by mutual agreement. The following procedures shall be
35 utilized by a member of the Association to resolve an alleged grievance, as defined in Section 15.3.

36
37 **Section 15.2.**

38 The Association shall be notified by the District of any formal grievance of any employee in the
39 bargaining unit. The Association shall also be given reasonable opportunity to be present at any initial
40 meeting called for the resolution of the grievance.

41
42 **Section 15.3.**

43 A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation
44 or misapplication of a specific provision of this Agreement dealing with the interpretation or application
45 of the specific terms of this Agreement.

1 **Section 15.3.1. (Step One-Informal)**

2 Employees shall first discuss the grievance with the immediate supervisor. All grievances not
3 brought to the immediate supervisor in accordance with the preceding sentence within twenty-
4 one (21) calendar days of the occurrence of the grievance shall be invalid and subject to no
5 further processing.
6

7 **Section 15.3.2. (Step Two-Formal)**

8 If the grievance is not resolved to the employee's satisfaction in accordance with step one, the
9 employee may submit a formal written grievance to the superintendent, with a copy to Human
10 Resources, within seven (7) calendar days of the step one, informal meeting. The grievance will
11 describe the facts upon which the grievance is based, the provision(s) of the Agreement allegedly
12 violated, and the remedy sought. The superintendent or designee shall make a written response to
13 the grievant within fourteen (14) calendar days of the step two, formal meeting.
14

15 **Section 15.3.3. Step Three.**

16 If no settlement has been reached within the fourteen (14) working days referred to in the
17 preceding subsection and the Association and the grievant believe the grievance to be valid, the
18 grievance may, within ten (10) working days of the answer above, be submitted in writing to
19 either FMCS or PERC arbitration as mutually agreed by both the Association and the District.
20 However, any question of arbitrability shall first be resolved according to RCW 704A.030 and/or
21 704A.040. The scope of the arbitrator's authority shall be limited to grievances arising from
22 specific provisions of the Agreement, and the arbitrator shall be without authority to add to,
23 subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power
24 or authority to make any decision which requires the commission of an act prohibited by law.
25

26 The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of
27 the arbitration hearing or submission of any post-hearing briefs. The parties shall have fourteen
28 (14) days in which to submit such briefs. Each party shall bear its own costs of arbitration, except
29 that the cost of the arbitrator, court costs (reporter, hearing room, etc.) shall be shared equally by
30 the District and the Association. The decision and/or award shall set forth the arbitrator's findings
31 of fact, reasoning, and conclusion of the issues submitted and shall be final and binding on all
32 parties.
33
34
35

36 **ARTICLE XVI**

37 **SALARIES AND EMPLOYEE COMPENSATION**

38 **Section 16.1. Salary Schedule.**

39 For the school years 2015-16 through 2017-18, salary rates for all levels of KAEOP employees (as
40 referenced in Schedule A) shall be improved by the state cost of living adjustment (COLA) for classified
41 employee salaries, if any, for the months such state COLA increases are effective. The longevity salary
42 schedules (Schedules B and C) will be adjusted accordingly.
43
44

45 **Section 16.1.1.**

46 Effective September 1, 2016, the salary rates for all levels of KAEOP employees (as referenced
47 in Schedule A) shall be improved by the state cost of living adjustment (COLA) for classified
48

1 employee salaries, to be not less than one and eight-tenths of a percent (1.8%), for such months
2 that the state COLA increases are effective. The longevity salary schedules (Schedules B and C)
3 will be adjusted accordingly.
4

5 **Section 16.1.2.**

6 Effective September 1, 2017, salary rates for all steps and levels of the KAEOP salary schedule
7 shall be improved by the state percentage increase for classified employee salaries, if any, for the
8 months such state increases are effective.
9

10 **Section 16.2. Staff Trainer.**

11 A wage shall be established for the position of staff trainer. The staff trainer would be responsible for
12 planning, organizing, and carrying out the teaching of staff development programs for the District. The
13 staff trainer rate shall be the District STA trainer rate. The staff trainer rate will apply only for off-hours
14 training time; for clearly identifiable training which is separate from the individual's job description; and
15 when the staff trainer appointment and course outline have been approved by Staff Development.
16

17 **Section 16.2.1. Interpretive Services Pay.**

18 Employees who are certified interpreters at the district or state level will, when providing
19 authorized interpretive services, be paid the interpreter pay rate at the level at which they are
20 certified. Compensation will be for the duration of the provision of services, including travel
21 time.
22

23 **Section 16.3. Other Provisions.**

24 **Section 16.3.1.**

25 Benefits for employees pursuant to Article XII will only be paid for the months the employee
26 receives a pay warrant. If the pay is spread during the summer months, the employee will receive
27 benefits during the entire period. An employee, who is employed in a regular continuing position,
28 may elect to continue the benefits through the summer months, for which pay warrants are not
29 issued, by reimbursing to the District the amount of the insurance premiums. This process shall
30 be continued until the employee goes on a regular payroll system starting September 1.
31
32

33 **Section 16.3.2. Voluntary Employee Benefits Account (VEBA).**

34 The District will make approved contributions for all eligible employees in a VEBA account
35 consistent with District policy, state and federal law, and the annual vote of the Association
36 members approving or rejecting contribution options.
37

38 **Section 16.3.3.**

39 Payment provisions for daily substitutes, long-term substitutes, temporary, and long-term
40 temporary employees shall be in accordance with the established practice of the District Payroll
41 and Human Resources offices. The Association shall be informed when changes are made by the
42 District to the payment provisions.
43

44 **Section 16.3.4. Payroll Errors.**

45 Underpayments shall, absent unusual circumstances, be corrected within ten (10) working days
46 of the request for payment. With regard to overpayments, the District will make reasonable
47 efforts to reach written, mutual agreement with the affected employee before taking

1 recoupment action. Recoupment actions shall be taken in accordance with RCW 49.48.200 and
2 RCW 49.48.210.

3
4 **Section 16.4. Advancement on the Salary Schedule.**

5 Employees will gain one (1) year of salary schedule experience for each contract year worked. Step
6 advancement for eligible employees will be effective September 1st of any year. Starting September 1,
7 2015, eligibility will include an employee's first year of employment (or placement in the position)
8 provided that the employee's start date occurred between September 1st and January 31st of the first
9 school year in the position.

10
11 **Section 16.5. Prior Work Experience.**

12
13 **Section 16.5.1.**

14 All prior work experience must be substantiated by information from the previous employer to
15 Human Resources. Experience not entered on the original application form will not be credited at
16 a later date.

17
18 **Section 16.5.2.**

19 Experience credit for regular employees shall only be allowed for prior experience in an
20 educational unit to the extent required by RCW 28A.400.300 as amended.

21
22 **Section 16.6.**

23 In the event the District negotiates a wage or benefit increase with any other bargaining unit,
24 administrative staff, or group, for the duration of this contract, which exceeds the increases in this
25 agreement, the District agrees to immediately reopen negotiations on wages and benefits.

26
27 **Section 16.7.**

28 Employees required to attend orientation will receive regular wage for all hours in attendance.

29
30 **Section 16.8. Reclassification Procedure.**

31 Association unit members are grouped by job classification. Job descriptions are on file in the Division
32 of Human Resources and are updated periodically as needed.

33
34 **Section 16.8.1.**

35 If the Association believes a current job classification does not accurately reflect the essential
36 job functions of the position, the Association may request a review of such classification.
37 Requests for review shall be submitted in writing to the Assistant Superintendent for Human
38 Resources/Chief Talent Officer or designee and shall include the following:

- 39
40 1. A current job description.
- 41
42 2. A written statement describing the changes in the essential job functions of the position
43 and rational why the District should reclassify the position and/or job classification.
- 44
45 3. A Reclassification Request form completed by the employee and signed/approved by
46 the immediate supervisor and/or building principal or department supervisor.
- 47
48

1 Only applications submitted during the application window of May 1 to May 15 each year will
2 be considered.

3
4 **Section 16.8.2.**

5 The Reclassification Committee will also have available district written job descriptions and
6 may accept written and/or verbal statements from job position incumbents, supervisors and
7 relevant District administrators.

8
9 The Reclassification Committee is authorized, as part of the reclassification process to
10 recommend updates to job descriptions if there are any significant changes in points for a
11 position and to make recommendations for placement of new job classifications on Salary
12 Schedule A.”

- 13
14 A. The Reclassification Committee shall consist of the following members:
- 15 • Two (2) members selected by the Assistant Superintendent for Human
16 Resources/Chief Talent Officer.
 - 17 • Two (2) members selected by the Association.
- 18
19 B. Members of the Reclassification Committee shall receive appropriate training to ensure
20 their ability to complete the committee’s function. The function of the Reclassification
21 Committee shall be to review and determine that job classification assignments are in
22 line with the classification for similar work being performed by other office employees
23 within the district.
- 24
25 C. The Reclassification Committee will use a scoring procedure, which shall include, but
26 not be limited to the following:
- 27 • Relevant job duty analysis criteria and sub descriptors (e.g. required training,
28 responsibility, etc.) and reasonably weighted numerical value range for each
29 criterion that can equitably, consistently and objectively be utilized to maintain
30 KAEOP position internal comparable worth and determine appropriate salary level
31 placement;
 - 32 • Pre-determined point ranges for position level placement;
- 33
34 D. The Reclassification Committee will submit a written determination explaining the
35 basis of its decision and, if applicable, its recommendation to the Assistant
36 Superintendent for Human Resources/Chief Talent Officer for approval. While the
37 recommendation of the Reclassification Committee is presumptively expected to be
38 effective, nothing in this section is intended to abrogate the management rights set forth
39 in Section 2.1 of this Agreement, including the right of management to designate the
40 work to be performed by District employees or others and the places and manner in
41 which the work is to be performed.
- 42
43 E. Specifically, the District reserves the right, apart from the Reclassification Committee’s
44 recommended/proposed action, to take steps to restructure or reorganize positions or job
45 classifications, or to instruct supervisors not to assign employees to perform task and
46 duties outside the scope of the essential job functions of the existing job description.
- 47

- 1 F. The Reclassification Committee will meet in June of each school year to review
2 applications for reclassification. Human Resources will notify all appropriate personnel
3 of the outcome of the reclassification process via e-mail.
4
- 5 G. The effective date of reclassification shall be September 1 of the subsequent work year.
6 If, as a result of the reclassification process, the position occupied by the employee is
7 elevated to a higher pay group level and Reclassification has confirmed that the
8 employee has been performing substantially all of the higher level work for at least
9 twenty-four (24) months, step placement on the higher salary level shall be on the same
10 step as the employee had been on the lower level prior to the reclassification. If the
11 employee was performing the higher level duties for less than twenty-four (24) months
12 or had not been performing substantially all of the higher level duties upon which the
13 reclassification recommendation was based, then the employee shall be placed based on
14 the rules governing salary step placement upon promotion, as set forth in Schedule A,
15 Note 3.
16
17
18

19 A R T I C L E X V I I

20 T E R M A N D S E P A R A B I L I T Y O F P R O V I S I O N S

21 **Section 17.1.**

22 The term of this Agreement shall be September 1, 2015, to August 31, 2018.
23

24 **Section 17.2.**

25 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
26 its execution date, except as provided in Section 17.3, below.
27

28 **Section 17.3.**

29 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
30 parties in writing.
31

32 **Section 17.3.1.**

33 During the above-specified reopener period, Section 18.1, No Strike Agreement, shall be
34 inoperative as a contractual agreement, but such inoperative status shall not be deemed a waiver
35 of any other legal rights or obligations of the parties.
36
37

38 **Section 17.3.2 Affordable Care Act (ACA).**

39 If during the life of this Agreement, the application of the ACA to the employer provided health
40 insurance plans would cause such plans to become disqualified or subject to taxes, fees or
41 penalties, then either party may request the Agreement be reopened for the purpose of addressing
42 these matters.
43
44

45 **Section 17.4.**

46 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
47 of this Agreement shall not be affected.
48

1 **Section 17.5.**

2 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state
3 or federal statutes or regulations.
4

5 **Section 17.6.**

6 In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement, such
7 provision shall be renegotiated pursuant to 17.3, herein.
8

9 **Section 17.7.**

10 The provisions of this Agreement are deemed to be separable to the extent that if any application is found
11 to be in conflict with an existing law, a court of competent jurisdiction, Attorney General Opinion or
12 Auditor's Report, the decision shall not affect the validity of the remaining provisions of this Agreement,
13 but the remaining provisions shall continue in full force and effect. In the event any provision or
14 provisions are determined to be in conflict, both parties shall meet within thirty (30) calendar days for the
15 purpose of renegotiations and Agreement on the invalidated provision or provisions.
16

17 **Section 17.8.**

18 The District and the Association acknowledge that they have bargained with respect to all terms and
19 conditions of employment. The District and the Association acknowledge that their agreements are fully
20 set forth herein, that the omission of any reference to any aspect of the terms and conditions of
21 employment is intended to be a waiver of the right to bargain with respect to the particular subject during
22 the term of this Agreement.
23
24
25

26 **ARTICLE XVIII**

27 **NO STRIKE AGREEMENT**
28
29

30 **Section 18.1.**

31 There shall not be authorized any strike, slowdown or any other stoppage of work by the Association
32 regardless of whether an unfair labor practice is alleged. The District shall not lock out employees
33 covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur,
34 the Association shall immediately instruct its members to return to work. If the employees do not resume
35 work as required by the Agreement immediately upon being so instructed, they shall be subject to
36 discipline, including discharge.
37

38 **Section 18.2.**

39 An employee may without penalty refuse to cross a picket line if rare or unusual or physical hazard is
40 involved in proceeding to the work location.
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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948**

**KENT ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS (KAEOP)**

KENT SCHOOL DISTRICT #415

**BY: _____
Judy Green, Chapter President**

**BY: _____
Debra Hillary, Director of Labor Relations**

DATE: _____

DATE: _____

Schedule A
 Kent KAEOP
 September 1, 2015 – August 31, 2016
2.5% Increase plus 3% State Approved Cost of Living (pass-through)

	S T E P S			
	1	2	3	4
	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
Level 1				
Basic Office Support	\$13.65	\$17.16	\$17.66	\$17.84
Level 2				
Counseling, Library, Attendance (secondary and elementary)	\$17.09	\$18.60	\$19.16	\$19.35
BECCA, Health Technician, Elementary Data Processor				
Special Services Student Information				
Central Administration - General Office Support				
Level 3				
Accounting, Payroll, HS Registrar	\$18.58	\$19.88	\$20.48	\$20.67
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration				
Level 4				
Central Administration	\$20.08	\$21.40	\$22.04	\$22.26
Department Secretary				
Level 5				
Office Manager	\$20.88	\$22.47	\$23.15	\$23.37

Schedule A - Notes

Note A-1: An employee will be credited for every contract year worked (September 1 through August 31 of each year). If the employee's most recent date of hire is between September 1st and January 31st, the employee will be considered to have worked a full contract year for longevity purposes.

Note A-2: The training rate shall be the employee's regular hourly rate and is for continuing employee development and training programs or required training.

1
2 **Note A-3:** The District and Association believe that continued salary schedule changes will be necessary
3 in the years ahead. These changes shall be subject to negotiations and funding availability. To provide
4 structure to future negotiations, the District and KAEOP have jointly developed the following long-term
5 goals:

- 6 ♦ Prioritize incremental improvement to salary steps which are more than three percent (3%)
7 below the applicable mid-point based on the May, 2015 parity study.
- 8 ♦ Continue to raise secretarial wages relative to compensation of certain other occupations.
- 9 ♦ Continue to work on establishing reasonable differentials between steps and levels.

10
11 **Note A-4:** The District and Association agree to jointly participate in a parity study prior to the close of
12 this contract. A salary review committee of no more than six (6) shall be comprised equally of
13 designated representatives from administration and the association. This advisory committee shall
14 examine wages using the original eight parity-study districts.

15
16 **Note A-5: Promotion Step Increment Placement:** Placement on a step increment due to a level change
17 shall be such that as employees move from one pay group level to another, the pay increase shall not be
18 less than four (4) percent. Therefore, placement will be at Step 1 of the new level unless it does not meet
19 the four (4) percent step increment minimum at which point placement will be moved to the step which
20 meets this criteria. For employees moved to a different step (Step 1, 2 or 3) in a higher level than their
21 current step at a lower level, due to promotion, the employee will not remain in that step for longer
22 than three (3) years, unless at the top step for that level. Example: for an employee promoted from
23 Level 2, Step 4 to Level 3, Step 3, three years of service will need to be completed in the new position
24 before the employee will be moved to the next step of Level 3. The employee will not be required to
25 serve nine (9) years in the position before moving to Step 4 (years 10-14) of Level 3.

26
27 **Note A-6: Reclassification Step Increment Placement.** Salary step placement upon reclassification
28 will be determined in accordance with Section 16.8.
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Schedule B
Kent KAEOP
September 1, 2015 – August 31, 2016

LONGEVITY PAY SCHEDULE FOR EMPLOYEES WITH 15 TO 19 YEARS OF TOTAL KAEOP
BARGAINING UNIT LONGEVITY

2.5% Increase plus 3% State Approved Cost of Living (pass-through)

Includes 1.75% Longevity Premium

	S T E P S			
	1	2	3	4
	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
Level 1				
Basic Office Support	\$13.89	\$17.46	\$17.97	\$18.15
Level 2				
Counseling, Library, Attendance (secondary and elementary)	\$17.38	\$18.93	\$19.50	\$19.68
BECCA, Health Technician, Elementary Data Processor				
Special Services Student Information				
Central Administration - General Office Support				
Level 3				
Accounting, Payroll, HS Registrar	\$18.91	\$20.23	\$20.84	\$21.02
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration				
Level 4				
Central Administration	\$20.43	\$21.78	\$22.43	\$22.65
Department Secretary				
Level 5				
Office Manager	\$21.25	\$22.85	\$23.56	\$23.78

Schedule B – Notes

Note B - 1: Longevity Premium, effective September 1, 2015. Beginning with an employee's 15th year in the bargaining unit, the employee will be eligible for a longevity premium of 1.75% above the employee's current salary step per hour.

1 **Note B - 2:** An employee will be credited for every contract year worked (September 1 through
2 August 31 of each year). If the employee’s most recent date of hire is between September 1st and
3 January 31st, the employee will be considered to have worked a full contract year for longevity
4 purposes.

5
6 **Note B - 3:** Longevity is defined as years of service within the school district if reciprocity for such
7 definition exists in other bargaining units or by district policy, otherwise longevity will be based on
8 years of service within the KAEOP bargaining unit.
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Schedule C
Kent KAEOP
September 1, 2015 – August 31, 2016

**LONGEVITY PAY SCHEDULE FOREMPLOYEES WITH 20 OR MORE YEARS OF TOTAL
KAEOP BARGAINING UNIT LONGEVITY**

2.5% Increase plus 3% State Approved Cost of Living (pass-through)

Includes Additional 2% Longevity Premium (Total 3.75% Longevity Premium)

	STEPS			
	1	2	3	4
	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
Level 1				
Basic Office Support	\$14.17	\$17.81	\$18.33	\$18.51
Level 2				
Counseling, Library, Attendance (secondary and elementary)	\$17.73	\$19.31	\$19.89	\$20.08
BECCA, Health Technician, Elementary Data Processor				
Special Services Student Information				
Central Administration - General Office Support				
Level 3				
Accounting, Payroll, HS Registrar	\$19.29	\$20.64	\$21.26	\$21.45
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration				
Level 4				
Central Administration	\$20.84	\$22.22	\$22.88	\$23.10
Department Secretary				
Level 5				
Office Manager	\$21.68	\$23.31	\$24.03	\$24.26

Schedule C - Notes

Note C-1: Beginning with an employee's 20th year in the bargaining unit, the employee will be eligible for a longevity premium of 2% above the employee's current salary step per hour.

Note C-2: An employee will be credited for every contract year worked (September 1 through August 31 of each year). If the employee's most recent date of hire is between September 1st and January 31st, the employee will be considered to have worked a full contract year for longevity purposes.

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Note C-3: Longevity is defined as years of service within the school district if reciprocity for such definition exists in other bargaining units or by district policy, otherwise longevity will be based on years of service within the KAEOP bargaining unit.

**SCHEDULE D
KAEOP EFFECTIVE EDUCATION HOURS POOL
REQUEST FOR USE**

Name _____ Employee # _____

School _____ Program _____

I have used all of my allotted effective education hours and want to receive additional hours (up to 10) from the KAEOP pool. I wish use _____ additional hours for the following purpose:

Upon completion of this activity, I will provide my administrator with appropriate documentation or other verification that I have used the hours for my stated purpose.

Employee's Signature

Date

I approve the employee's request for use of additional effective education hours for the purpose stated above.

Administrator's Signature

Date

PLEASE RETURN THE COMPLETED FORM TO HUMAN RESOURCES