

AGREEMENT BETWEEN

KENT SCHOOL DISTRICT NO. 415

AND

**AMERICAN FEDERATION OF TEACHERS UNION OF WASHINGTON
KENT CHAPTER**

September 1, 2019 - August 31, 2022

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PREAMBLE

This Agreement is made and entered into between Kent School District Number 415 (hereinafter "District") and American Federation of Teachers Union of Washington, Kent Chapter (hereinafter "Union").

The parties agree that it has been and will continue to be in their mutual interests and purposes to promote systematic and effective employee-management cooperation; to meet at reasonable times; to confer and negotiate in good faith; and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions, except that by such obligation neither party shall be compelled to agree to a proposal nor be required to make a concession.

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



Kent School District Non-Discrimination Policy

Kent School District provides equal opportunity in programs and employment and does not discriminate on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation-including gender identity, disability, or the use of a service animal by a person with a disability, age, marital status, honorably discharged veteran or military status and HIV/Hepatitis C status. The following employee has been designated to handle questions and complaints of alleged discrimination:

Title IX Officer

Moriah E. Martin
Chief Human Resources Officer
253-373-7203

Section 504/ADA Officer

Randy Heath, Executive Director
Student and Family Support Services
253-373-7010

Kent School District will also take steps to assure that national origin persons who lack English language skills can participate in all education programs, services and activities. For information regarding translation services or bilingual education, contact Rona Popp, Director of Student & Family Services at 253-373-7708.

AGREEMENT

ARTICLE I - RECOGNITION AND COVERAGE OF AGREEMENT

- Section 1.1 The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4 and the Union recognizes the responsibility of representing the interests of all such employees.
- Section 1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
- Section 1.3 When job descriptions are revised or new positions created, the Union will be furnished a copy of said job description. Creation of new positions or the significant modification of existing positions shall require reopening of this Agreement pursuant to Section 19.3 for the wages of the new position. No employee will be required to work outside of the work of this bargaining unit unless agreed by the employee or in case of an emergency (including but not limited to weather events, lock downs, and natural disasters).
- Section 1.4 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: custodial, grounds, maintenance, warehouse and food service delivery, distribution and utility drivers, print shop and transportation shop. Substitutes represented by the Union shall include only those employed by the District for more than thirty (30) days of work within the current or immediately preceding school year and who continue to be available for employment as substitutes.
- Section 1.5 Split Positions. Employees in positions included in this bargaining unit who also hold a position(s) in another District bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit, provided, however, that group insurance benefits for split employees shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled daily hours, and provided further that where a split employee has an equal number of regularly scheduled daily hours, the employee shall elect at the outset of such split employment which unit's group insurance benefits apply.

ARTICLE II - MANAGEMENT RIGHTS

- Section 2.1 The management and operation of the District and the direction of employees are vested exclusively in the District subject to the terms of this Agreement. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; the right to

release employees from duties because of lack of work or for other legitimate reasons and the right to subcontract work provided the District will discuss with the Union effecting changes in personnel practices that are of concern to employees within the unit. Management officials also retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, and to designate the work to be performed by the employee or others, and the places and the manner in which it is to be performed.

Section 2.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District, provided that the District shall endeavor to give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

Section 2.3 All other rights not specifically limited by the provisions of this collective bargaining agreement are reserved by management.

ARTICLE III - RIGHTS OF EMPLOYEES

Section 3.1 It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union, through established administrative channels, to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action is required or refrain from such action in order to assure employees that no interference, restraint, coercions, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District through regular administrative channels.

Section 3.3 Prior to or at the outset of a meeting held to discuss allegations that may result in discipline, the employee shall be informed of the purpose, possible outcome, and that the employee has the right to have a union representative present at the meeting. The non-availability of a union representative shall not prohibit the investigatory meeting from taking place. The union representative shall not obstruct or interfere with the interview. A building administrator may be present for purposes of problem solving and can share concerns if the situation or subject involves other school staff, parent(s) and/or student(s). However, any disciplinary action shall be determined by the employee's supervisor (or manager). Building principals will not be copied on disciplinary documents or formal plans of improvement.

Section 3.4 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Union.

Section 3.5 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation, religion, age or marital status or individuals with disabilities possessing the required qualifications for the position.

Section 3.6 Whenever words denoting a specific gender are used in this Agreement, they are intended, and shall be construed, so as to apply equally to either gender.

ARTICLE IV - RIGHTS OF THE UNION

Section 4.1 The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession.

Section 4.2 The Union shall promptly be notified by the District of any formal grievance of any employee in the unit in accordance with the provisions of the Discharge and Grievance articles contained herein. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of a grievance and to make known the Union's views concerning the case.

Section 4.3 The Employer, as part of the general orientation of each new employee within the unit subject to this Agreement, shall make available to each employee, a copy of this Agreement.

Section 4.4 The President of the Union and/or the President's representatives will be provided time off without loss of pay to a maximum of twenty-five days (25) days total per year, to be used at the discretion of the executive board. The leave will be granted for the President and the Union representatives to attend regional or state meetings when the purpose of these meetings. Additional release days may be granted. The Union will reimburse the District for the cost of any required substitute. Such use shall not interfere with District operations.

4.4.1 Upon return from such leave, the employee will be returned to the position previously held.

4.4.2 All seniority rights for such employee shall be retained and accrued.

Section 4.5 The names of employees in the respective unit will be made available to the President of the Union upon request. On or before the first day of October of each year during the term of this Agreement, the District shall provide the Union with information regarding each employee in the bargaining unit on a form to be provided by the Union. Upon request the information shall be supplemented and revised quarterly. Employee information given to the Union shall be used solely for the purpose of union business.

Section 4.6 The Union reserves and retains the right to delegate any Union right or duty contained herein to appropriate officials of the American Federation of Teachers Union of Washington.

Section 4.7 Visitation rights shall be granted to the designated representative of the Union to visit employees in the unit for the purpose of grievance procedures and/or general information data. This excludes recruitment during working hours. The union representative shall notify his/her immediate supervisor and the building office (for employees assigned to a school site regularly or for the day) before leaving the assigned worksite and shall notify the building office upon arrival. For any union representative working in Maintenance, the representative shall notify his/her lead and the Maintenance Supervisor. Union meetings may be held during working hours with prior approval of the Superintendent or designee.

Section 4.8 Bulletin Boards. The District shall provide a bulletin board space in each school or department for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union.

Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

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

Section 4.9 Uses of Intra-District Mail and E-Mail Systems. Representatives of the Union may use the District's internal mail distribution system and e-mail system for the following purposes:

- a. Meeting notification
- b. Communication containing information on grievances
- c. Matters relating to joint KSD/AFT training, AFT activities or in-service opportunities.

Communications other than the above shall need the prior approval of the Director of Labor Relations. Communications shall not be for the purpose of solicitation, editorializing, and political campaigning or of an inflammatory nature.

The Union agrees to indemnify and hold the district harmless for any and all claims, fines, demands, suits, attorney fees or other costs which may result from such use of the District's mail service or e-mail by the Union.

Section 4.10 For bargaining unit positions that are subject to interview by a committee, the union shall be allowed to select the representative to participate in the interview and selection process.

ARTICLE V - APPROPRIATE MATTERS FOR NEGOTIATION

Section 5.1 It is agreed and understood that matters appropriate for collective negotiations include the grievance procedure and personnel matters, including wages, hours and working conditions, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession.

5.1.1 If the District contemplates reductions (layoffs or reduced hours) for economic reasons, it shall consult with the Union as to the necessity for and the methods by which such reductions shall be made before any such reductions are implemented.

Section 5.2 It is further agreed and understood that the District will meet and confer with the Union, upon its request, regarding any changes in existing benefits and personnel practices affecting wages, hours and working conditions of employees subject to this Agreement.

ARTICLE VI - UNION REPRESENTATION

Section 6.1 At the written request of the District or the Union, labor-management committee (“liaison”) meetings shall be held to discuss issues of mutual interest to the parties; to resolve concerns regarding the interpretation and implementation of the collective bargaining agreement and to provide an opportunity for the union to provide feedback to the Superintendent on District operations and directions. Union representatives leaving their work for such meetings shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

In no event can agreements reached in labor-management meetings abridge, add to, or subtract from the collective bargaining, provided, however, that the AFT and the School District may make such agreements subject to ratification.

The Union may include up to four union representatives, inclusive of the Chapter President and AFTWA Representatives. The Superintendent, or designee, and up to three (3) additional members shall represent the District. Other resource personnel shall be available upon request by either party.

In order to ensure communications from the Committee, agendas and minutes for meetings shall be taken and distributed to each Committee member.

Section 6.2 The District will allow sufficient time during working hours for Union representatives to prepare an agenda for meetings scheduled in accordance with Section 6.1. The District will provide suitable space to conduct such meetings.

Section 6.3 When formal meetings are held between representatives of the Union and

representatives of the District pursuant to Section 6.1 formal minutes shall be prepared.

Section 6.4 The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 7.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The twelve (12) month work year shall consist of two hundred sixty (260) days.

Section 7.2 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee, except in unusual emergency situations. Custodial staff may be assigned to work an alternate schedule in the event of absences. In such cases the supervisor shall attempt to notify the employee as soon as possible. For temporary or short-term shift changes of less than thirty (30) days, the District shall give a minimum of five (5) working days notice to the employee. For long term shift changes of thirty-one (31) to ninety (90) days, the District shall give a minimum of ten (10) working days notice to the employee. For shift changes of ninety (90) days or longer, the District shall give a minimum of twenty (20) working days notice to the employee.

Section 7.3 Full-time employee shall be assigned to a definite shift with designated times beginning and ending, as follows: The first shift is defined as any work shift beginning between 5:00 a.m. and 1:30 p.m. The second is defined as any work shift beginning between 1:30 p.m. and 10:00 p.m. The third shift (graveyard) is defined as any work shift beginning between 10:00 p.m. and 5:00 a.m. of the following day.

7.3.1 All three shifts shall consist of eight and one-half (8 ½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable and also including a fifteen (15) minute first half and a fifteen (15) minute second half period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Off site lunches are permitted if the employee clocks in and out for no more than one half (1/2) hour, which includes any travel time. When a Custodian leaves a work site for lunch, the employee will notify (via email) his/her

immediate supervisor (or Lead) and the building office. When an employee is responsible for a site, someone must be attending to the site for that time if the building is occupied. Unoccupied facilities must be secured and alarmed. The employee should notify the supervisor when departing and arriving.

7.3.2 Those working the third shift shall be compensated at a higher rate as indicated in the attached salary schedule (Exhibit A).

7.3.3 Should an employee be suspected of working hours beyond the defined workday without authorization, the employee's supervisor will send notification to an officer of the Union. The Union officer will contact the employee and discuss the concern of appropriate work hours. Following the meeting, the Union officer will confirm to the supervisor in writing that the meeting has occurred. Should another instance arise within twelve (12) months of the date the union officer was notified, the employee may be disciplined according to Article XII.

Section 7.4 Part-time employees, including an employee assigned to a shift less than the normal work shift previously defined in Section 7.3.1 of this article, the employee will be assigned to a definite shift with designated start and end times. The employee will be given a fifteen (15) minute rest period for each four (4) hours of work and a half-hour unpaid lunch period when working more than four (4) hours in a day. Part-time employees will receive premium pay of forty cents (\$0.40) per hour for all regularly scheduled work occurring after 10:00 p.m. and before 5:00 a.m.

Section 7.5 Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates or be allowed to leave work forty-five (45) minutes early.

Section 7.6 Employees will be assigned in writing by their department supervisor to perform work responsibilities regularly filled by a higher classification employee for more than four (4) consecutive shifts and shall receive compensation equal to that normally received by the employee in the higher classification. The higher classification shall be retroactive to the first day. A weekend does not constitute a break in consecutive days. The employee will be paid at the regular pay period covering the time of the work at the higher classification, following the completion of the work at the higher classification.

7.6.1 Once assigned to the higher classification, the employee shall receive such pay for all time worked during such time.

Section 7.7 In the event of an unusual school closure due to inclement weather, power failure, or similar circumstances, the District will make every effort to notify each employee to refrain from coming to work if the District determines the employee's services are not required. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be

entitled to any such compensation in the event he or she has been actually notified by the District of the closure prior to leaving home for work.

Section 7.8 If District facilities are open for District sponsored public functions outside normal working hours, as contained in Section 7.1 through 7.3; a custodian shall be assigned to clean upon completion of the function and compensated at the appropriate rate. "District sponsored public functions" include, but are not limited to, district athletic events and weekend training for employees. This section shall not apply to the use of District facilities rented under outside community use agreements. (See Board Policy 4260P, 2.1 – Type A Organizations.)

Section 7.9 **OVERTIME**

All time worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1 1/2) times the employee's base pay except as described below:

- 7.9.1 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and one-half (1 1/2) times the employee's base pay. All hours worked on the sixth (6th) consecutive day in excess of eight (8) continuous hours shall be compensated at the rate of two (2) times the employee's base pay.
- 7.9.2 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of two (2) times the employee's base pay.
- 7.9.3 The word "worked," as used in 7.9, 7.9.1, and 7.9.2 above, includes as credit for overtime requirements (eight hours or 40 hours) all hours taken during the work week or work shift by the employee for illness, injury, emergency, bereavement leave, discretionary leave, jury duty leave, military leave, vacations, and holidays as per Section 8.1.

Section 7.10 Employees called back during regularly scheduled time off shall receive no less than two (2) hours pay at the appropriate rate; and if more than two (2) hours are worked under such circumstances, the employee shall be paid to the next full hour. If, during such a call, an employee can provide assistance and/or information such that his/her presence is not required, the time spent in such assistance shall be considered compensable time to be paid in one-quarter (1/4) hour increments.

- 7.10.1 Employees volunteering to work on-call (referred to as "holding the bag") provide after-hours phone coverage. Maintenance and custodial employees (except for those regularly assigned to work the evening or graveyard shift) may volunteer for on-call assignment. On-call assignments are designated as:
 - A. "Weeknights" which covers 4:00 p.m. until 6:00 a.m. per day starting at 4:00 p.m. Monday ending on Friday at 6:00 a.m. and compensated at \$200.00 for each assignment, in its entirety.
 - B. "Weekend" which covers 4:00 p.m. on Friday through 6:00 a.m. on the

following Monday. "Weekend" on-call duty will be compensated \$250.00 for each assignment, in its entirety.

An employee who is on-call after hours will not receive additional compensation for handling phone or radio calls during the on-call period, unless the on-call employee is required to physically report to a District site, in which case the on-call employee will receive call back pay in accordance with Section 7.10, above.

Section 7.11 Extra Hours for 4-Hour and 6-Hour Custodians. All extra hours worked by a four (4) or six (6) hour regular custodian shall be paid at the rate of a regular custodian, unless the employee is in the probationary period in which case the rate shall be the probationary custodian rate. Hours worked over eight (8) hours in one (1) day or forty (40) hours in one week shall be compensated as per section 7.9, above. All hours worked in a higher classification shall be paid in accordance with section 7.6, above.

7.11.1 A regular four (4) or six (6) hour custodian shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly pay for all hours worked on Saturdays, Sundays or holidays for a non-school function.

Section 7.12 When custodial coverage for a site by employees from another location will result in voluntary extra time/overtime, the Head Custodian will send out an email to all custodial staff asking for volunteers and will make reasonable and good faith efforts to contact the most senior employee from the volunteers.

If the assignment is declined, the Head Custodian shall contact the next most senior employee until the assignment is accepted.

Section 7.13 Before May 15 of each year, employees who are less than 12-month employees and have consistently worked more than their scheduled work year in each of the previous two years may appeal to their supervisor to have the work year adjusted with a copy to Human Resources. In the event of such an appeal, adjustments will be made to the employee's work year to reflect the correct number of days or months the employee has actually been working. The District will respond to the employee, with a copy to the Union and Human Resources, by August 15. Any adjustment(s) will be effective the following September 1. For the year in which this provision is ratified, employees who meet the requirements for appeal may appeal within thirty (30) days of the date of ratification. Adjustments under this special provision will be made within thirty (30) days of the appeal if approved.

If no adjustment is made the position shall revert to the previously defined schedule. In that event, no district employee shall work in the extended work category in that position or in any similar position.

When an employee's work year has been adjusted under the provisions of this article, the employee shall have his/her seniority adjusted to include the work years in which the employee worked more than their scheduled work year.

Section 7.14 No employee covered by this contract shall be required to care for, be responsible for the actions of, manage, or supervise any student assigned to perform custodial labor duties.

ARTICLE VIII - HOLIDAYS AND VACATIONS

Section 8.1 Regular twelve (12) month employees covered by this Agreement shall receive the following holidays:

1. Labor Day	7. New Year's Day
2. Veterans' Day	8. Day Before or after New Year's Day
3. Thanksgiving Day	9. Martin Luther King Day
4. Day after Thanksgiving	10. Presidents' Day
5. Christmas Day	11. Memorial Day
6. Day before or after Christmas Day	12. Independence Day
	13. Day before or after Independence Day

Regular ten (10) month employees covered by this Agreement shall receive the following days:

1. Labor Day	6. Day before or after Christmas Day
2. Veterans' Day	7. New Year's Day
3. Thanksgiving Day	8. Martin Luther King Day
4. Day after Thanksgiving	9. Presidents' Day
5. Christmas Day	10. Memorial Day

Regular nine (9) month employees covered by this Agreement shall receive the following holidays:

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

Nine (9) month employees who are hired to work the three summer months will be compensated for the 4th of July holiday. Compensation will be on their September pay warrant, based on the average number of daily hours worked in the summer.

The union will notify the district no later than March 30, with their preference of the elective holiday dates for the following year in holidays numbered 6, 8 and 13. The elective holiday cannot conflict with a day school is in session for students. In the event of a non-work day, it shall be scheduled in conjunction with the Christmas holiday.

Whenever any holiday recognized within this Agreement falls upon a Sunday, the following Monday may be recognized as the holiday unless school is in session, then the preceding Friday will be recognized. Whenever any holiday recognized within this Agreement falls upon a Saturday, the following Monday or the preceding Friday may be recognized as the holiday. Regular twelve (12) month employees covered by this Agreement, who do not work on holidays recognized within this Agreement shall be paid at their regular rate of pay, provided that:

Section 8.2 Un-worked Holidays. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his last scheduled shift preceding the holiday and his first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur (1) if the employee can furnish proof satisfactory to the District that because of illness he was unable to work on either of such shifts and his or her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays, or (2) if the absence is for a valid paid leave day, the holiday pay will be granted.

Section 8.3 Worked Holidays. Employees who are required to work on the holidays described in Article VIII, Section 8.1, shall receive their regular pay plus two times their rate of pay for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date, in which case only the base rate will be paid.

Section 8.4 Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 8.5 The first three (3) years of service with the school district each regular full-time twelve (12) month employee shall be granted ten (10) days vacation per year. The fourth (4th) year through ninth (9th) year of service, each full-time twelve (12) month employee shall be granted fifteen (15) days vacation per year. Beginning with the tenth (10th) year of service each full-time twelve (12) month employee shall be granted twenty (20) days of vacation per year. Beginning with the fifteenth (15th) year of service each full-time twelve (12) month employee shall be granted twenty five (25) days of vacation per year.

Section 8.6 All vacation requests shall be submitted to the employee's immediate supervisor at least five (5) days in advance. The supervisor has discretion for less advance notice. Adequate building coverage and work schedules will be adjusted to accommodate the leave, provided that leave requests for the same dates cannot exceed the following:

- One (1) employee per elementary school, during the school year (excluding breaks and holidays).
- Two (2) employees per secondary school, during the school year (excluding breaks and holidays).
- Two (2) employees during summer months, per building.

Section 8.7 Vacations for all regular twelve (12) month employees will be prorated at a monthly rate of one-twelfth (1/12th) of the employee's vacation entitlement as computed under Section 8.5.

Section 8.8 Vacation time shall not be accumulated in an amount to exceed two (2) times the employee's annual entitlement as computed under Section 8.5.

ARTICLE IX - LEAVES

Section 9.1 LEAVE FOR ILLNESS, INJURY, AND EMERGENCIES

9.1.1 Definitions:

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

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person who is acting as guardian who is (a) under the age of 18 years of age or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Immediate family” means a spouse, domestic partner, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.

“Immediate household” means all people living in the same family unit, not necessarily related, who have a reciprocal, natural, and/or moral duty to and do provide support for one another. The term does not include persons sharing the same general quarters when the living style is primarily that of a dormitory or commune.

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

“Parent” means a biological parent or de facto parent.

“Relatives” means a son or daughter, eighteen (18) years of age or over, grandchild, parent, or grandparent.

"Emergency" for the purposes of this section shall be limited to a serious illness, injury or disability of a spouse, domestic partner, or child of the employee which necessitates the presence of the employee to care for that person as certified in writing by the employee's physician or the physician of the person with the illness, injury, or disability. The Kent School District may require the employee to furnish evidence that no alternative to the employee's absence is practicable.

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

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice or residential medical care facility.

9.1.2 Each regular employee shall be granted twelve (12) days annual leave for illness, injury and emergencies (referred to hereinafter as “Sick Leave”) that may be used as set forth below. Sick leave shall be accumulative as provided by law. Sick leave shall be credited to the employee as of September 1 each year. For employees commencing work after September 1, sick leave shall be prorated accordingly. Compensation for sick leave shall be at the employee’s regular rate of pay.

9.1.3 Sick leave accumulated by any person in any school district in the state shall be granted to such person upon employment in the District, provided such accumulative sick leave is verified by the previous employer(s).

9.1.4 Employees may use sick leave for the following purposes:

(1) Personal illness:

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

- (a) The employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee’s need for preventive medical care;
- (b) Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others;
- (c) Disability of the employee due to pregnancy or childbirth;
- (d) When the employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s child’s school or place of care has been closed for such a reason.

(2) Illness of a family member and immediate household:

Accumulated sick leave shall be granted when an employee is required to be absent from work to provide care to a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Family member means any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis (legal responsibility of a person to take on some of the functions and responsibilities of a parent), is a legal guardian, or

is a de facto parent (a person who has assumed the role of parent), regardless of age or dependency status;

- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A domestic partner;
- A grandparent;
- A grandchild;
- A sibling; or
- Someone in the immediate household (living in the same family unit, not necessarily related).

(3) Property Emergency: One Day Annually

Up to one (1) day of sick leave may be used annually to attend to the protection of property due to an emergency.

9.1.5 The Attendance Incentive Program shall be as follows: (1) In January any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation; PROVIDED that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month. (2) At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four days accrued leave for illness or injury. No more than 180 sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

9.1.6 Unless otherwise stated under this article, any absence in excess of five (5) consecutive working days, must be supported by a certification from a practicing physician, dentist, or other person licensed to perform customary medical services that the absence was due to illness or injury, and the certification must be renewed every twenty (20) days, unless other arrangements are approved by Human Resources in accordance with State and/or Federal laws and regulations.

9.1.6.1 An employee who is not approved for health-related leave by Human Resources may be subject to progressive discipline under the following circumstances:

- 1) Maintaining a zero (0) sick leave balance for two (2) consecutive years without good reason;
- 2) Establishing a pattern of absenteeism that indicates sick leave abuse without providing good reason. Evidence of abuse patterns may include:
 - i. Absences on Program/Special Project days;
 - ii. Absences during cleaning breaks;
 - iii. Monday and/or Friday absence;
 - iv. Sick leave taken in conjunction with vacation leaves without a note from a health care provider.

Should an employee (not on health-related leave approved by Human Resources) be suspected of sick leave abuse the employee's supervisor will send written notification to an officer of the Union. The Union officer will contact the employee and discuss the concern of appropriate use of sick leave. Following the meeting, the Union officer will confirm to the supervisor that the meeting has occurred. Should another instance of abuse arise within twelve (12) months of the date of the union officer was notified, the employee may be disciplined according to Article XII.

Employees who have been disciplined for sick leave abuse will not be allowed to apply for shared leave from any other District employees during the year in which the discipline occurs. In the event of a pending grievance regarding the claim of sick leave abuse the employee may apply for shared leave, but any shared leave granted will be held pending the outcome of the grievance.

- 9.1.7 In the case of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness provided the Board acts to give advance notice that this provision will be implemented during a specific time.
- 9.1.8 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on a leave of absence. Vacation credits sick leave and discretionary leave shall not accrue while the employee is on a leave of absence; however, seniority shall accrue during any approved leave of absence.
- 9.1.9 Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one (1) school year into the subsequent school year or that position is no longer available, such employee shall be assigned to an equivalent position.
- 9.1.10 Leave Sharing:
The District shall administer a leave sharing program in accordance with District Policy 5406 and 5406P for employees suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, as authorized by RCW 28A.400.380, RCW 41.04, 650, and RCW 41.04.665. "Extraordinary or severe" under WAC 392-126-065 means

“serious or extreme and/or life threatening.”

Section 9.2 MEDICAL LEAVE

- 9.2.1 An employee who is unable to perform his or her duties because of medical reasons may be granted a leave of absence up to one (1) year without pay. Application for such leave shall be made in writing to the District.
- 9.2.2 The District may require certification by a practicing physician, dentist, or other person license to perform customary health services, that the medical reason is valid and may also require that the employee present written permission by the physician, dentist, or other person licensed to perform customary health services before returning to active service.
- 9.2.3 The returning employee shall be assigned to the identical position or a position equivalent in duties and wage to that held at the time the request for leave of absence was approved. If the employee accepts a placement at a lower job level, the employee will receive pay equal to the position being filled.
- 9.2.4 All or any portion of a leave taken by an employee because of a medical disability or other serious health condition qualifying for use of sick leave, at the employee's option, may be charged to his/her available sick leave for the period that the employee is disabled, as certified by the employee's physician, dentist, or other person licensed to perform customary health services.

Section 9.3 PARENTAL LEAVE

- 9.3.1 An employee shall be granted a Parental Leave for a period of up to twelve (12) weeks after the birth of a child, and may, upon approval of the District, extend such leave for a period of up to one (1) year following the birth of a child. Requests for Parental Leave shall be made in writing to the District at least thirty (30) days prior the date that leave is scheduled to begin.
- Parental leave will be unpaid except for any portion approved by Human Resources pursuant to the Washington Family Leave Act. Under the Washington Family Leave Act, the employee may be eligible for up to twelve (12) weeks total leave following the birth of a child, which will include any period of post-childbirth disability. Sick leave may only be used for the period of post-childbirth disability as certified by the employee's health provider. Any additional time will be unpaid, unless the employee elects to use available vacation leave.
- 9.3.2 An employee who is pregnant may be granted, upon approval of the District, a Maternity Leave. This leave may begin at any time between the certified commencement of pregnancy and the birth of the child, and may continue for a period that a physician or other health care provider certifies the employee is unable to work due to the pregnancy or recovery following childbirth. This period shall normally not extend more than six (6) weeks after the birth of the

child unless the continued leave is certified by the employee's physician or other person licensed to perform customary health services. The employee shall notify the District in writing of her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is scheduled to begin. The employee shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, unless her immediate supervisor determines she is unable to properly perform her required duties.

All or any portion of a Maternity Leave taken by an employee because of a medical disability may, at the employee's option, be charged to her available sick leave for the period the employee's personal physician or other person licensed to perform customary health services certifies in writing that the employee is disabled due to childbearing.

- 9.3.3 An employee adopting or receiving permanent custody of a child through the age of five (5) shall be granted an Adoption Leave without pay for a period of up to twelve (12) weeks after receiving actual custody of the child, or prior to receiving custody if necessary in order to fulfill requirements for adoption. Upon approval of the District, Adoption Leave may be extended for a period of up to one (1) year. Requests for Adoption Leave shall be made in writing to Human Resources his/her desire to take such leave at least thirty (30) days prior to the date on which such leave is to begin.
- 9.3.4 Upon return from Maternity, Parental, or Adoption Leave, a returning employee shall be reinstated to the identical position or a position equivalent in duties and wage to that held at the time the request for the leave of absence was approved. If the employee accepts placement at a lower job level, the employee will receive pay equal to the position being filled.
- 9.3.5 An employee who has been granted Maternity, Parental, or Adoptive Leave and desires to return to service during the period of the leave may return at a time mutually agreeable to the employee and the District.

Section 9.4 BEREAVEMENT LEAVE

- 9.4.1 Up to five (5) days Bereavement Leave may be granted with pay for each death in the "immediate family" or "immediate household." This would include the death of an unborn child twenty (20) weeks or older (fetal death).
- 9.4.2 One (1) day of Bereavement Leave may be granted, with the approval of the District, for each death of a person "not in the immediate family" of the employee.
- 9.4.3 Bereavement Leave shall not be accumulative. While on Bereavement Leave seniority shall not be lost, and shall continue to accrue.

Section 9.5 DISCRETIONARY LEAVE

9.5.1 Employee Discretionary. A regular employee may use up to two (2) days of employee discretionary leave with pay per year for situations that require absence during working hours to transact or attend to personal or legal business or family matters, provided that no more than ten (10) percent of all regular employees (rounded to the nearest whole number) will be granted such leave for any given day. No Employee Discretionary Leave will be granted on the day directly before or the day directly after a holiday, scheduled school breaks, or the first or last day of the school term except in case of a qualifying exception as approved by Human Resources.

To apply for such leave, the employee must give notice to the employer, identifying it as Employee Discretionary Leave, at least two (2) days in advance of taking said leave.

Discretionary Leave may be requested and granted in one-half (1/2) hour increments.

9.5.1.1 Employee Discretionary Leave Incentive. An employee shall receive remuneration for unused Employee Discretionary Leave as of August 31st annually. On or before September 10th annually employees with an equivalent of one or two full work day(s) (on a FTE basis) balance of Employee Discretionary Leave as of August 31 of the preceding school year shall be eligible for this payment. Remuneration shall be made at one-half (1/2) of one (1) day's monetary compensation of the employee for each entirely unused day. There shall be no compensation for days that have been partially used.

Payment shall be made on the September pay warrant, consistent with published district payroll cut-off dates and provided that the employee records do not otherwise indicate *ineligibility*. An employee must be a current employee at the time such payment is to be made.

9.5.2 Generally, Discretionary Leave may not be used in cases of self-determined hazardous road conditions when the District determines that school shall be held, in such cases, an employee who fails to attend work must use another form of available leave.

When all school are closed, AFT employees will report to work at their regularly scheduled time and place; provided that the building or department administrator may allow any 12-month employee to utilize vacation, discretionary leave, or compensatory time if it is determined that the employee's services are not necessary on that day. Under certain conditions, select employees in maintenance, operations, and custodial work will be notified by their supervisor to come to work at a specially designated time and/or place.

- 9.5.3. Up to one (1) day of Employee Discretionary Leave may be carried forward to the following year. "One day" for purposes of carry-forward shall be based on the employee's regular hours as authorized on May 1 of each work year. Carry-forward must be authorized in writing by the employee during the Payroll survey conducted in May of each year. If carried forward, such time must be used or it will be lost. The carry-forward time is not eligible for cash out. Except for up to one (1) day which can be carried forward into the following year, discretionary leave is non-cumulative.

Section 9.6 JURY DUTY OR SUBPOENA LEAVE

- 9.6.1 Leaves of absence with pay shall be granted when an employee is called for Jury Duty or subpoenaed as a witness.
- 9.6.2 If an employee is summoned for jury duty, a copy of the summons shall be presented to the Human Resources Department. If the employee or the district believes that a leave for jury duty during the specified time will compromise public necessity or present an undue hardship or extreme inconvenience for either the employee or the district, the district will assist the employee in rescheduling his/her jury duty or requesting the court to excuse the employee from service. An employee absent for jury duty leave will be paid his or her regular wages. Such absence will be supported by a statement signed by the clerk of the court certifying each day of jury duty. Due to costs associated with travel, parking, and meals during jury service, an employee called for jury duty may accept the nominal daily expense payment from the court.
- 9.6.3 When an employee is subpoenaed as a witness in a court or other legal proceeding, leave may be granted with full salary for any day during which the employee testifies or is required by the court to be in attendance in anticipation of providing testimony. Due to costs associated with travel, parking, and meals during jury service, an employee called as a witness may accept the nominal daily fee from the court. If an employee anticipates being paid expert witness fees, permission for such testimony must be obtained from the district and leave shall be taken by the employee for time spent in court during which the employee anticipates compensation as an expert witness. Any subpoena leave will be supported by a statement signed by the clerk of the court certifying each day the employee was required by the court to be in attendance as a witness.
- 9.6.4 On any date that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled work day remain, the employee shall immediately inform his/her supervisor and report to work if requested to do so.

Section 9.7 MILITARY LEAVE

- 9.7.1 The District will comply with current Federal and State statutes. While on

military leave, sick leave, vacation, and EDL shall not be lost, but shall not accrue. Seniority and longevity shall not be lost, and shall accrue.

Section 9.8 ON-THE-JOB INJURY (Absence due to Industrial Accident)

- 9.8.1 All employees covered by this Agreement shall be covered by the Washington State Workers' Compensation Law, self-insured by the Kent School District. The cost of the Industrial Insurance and Medical Aid coverage shall be borne by the District. The cost of the Pension Fund (long term disability) will be shared equally by the employee and the District in accordance with the Workers' Compensation Law.

- 9.8.2 In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Washington State Industrial Insurance Law, the District shall pay the employee an amount equal to the difference between the amount paid the employee as determined by Industrial Insurance Law and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. Once the difference is ascertainable, such payment shall be made in the next scheduled pay period. A deduction shall be made from the employee's accumulated sick leave proportionate to the amount actually paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis.

- 9.8.3 Where the employee's absence is due to an industrial accident as a result of employment with the District, seniority shall continue to accrue for any employee up to a maximum of one (1) year.

Section 9.9 OTHER LEAVES

- 9.9.1 Leaves of absence without pay for up to a one (1) year period which are in the best interest of the District may be granted.

- 9.9.2 The employee returning from a leave of absence described in Section 9.9.1 will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions.

- 9.9.3 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

- 9.9.4 An employee shall be granted leave without pay up to a twelve-week maximum for the purpose of caring for a terminally-ill child under the age of

eighteen (18). If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in advance. Any employee returning from such leave shall be assigned to the identical position held at the time the leave commenced or an equivalent position.

- 9.9.5 Leave without pay will be granted for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) workdays per calendar year.

Section 9.10 LEAVE INCENTIVE PROGRAM

The District shall offer a Leave Incentive Program that shall operate as follows:

- 9.10.1 An employee must work a minimum of two (2) hours per day in a regular position to be eligible for this program.
- 9.10.1.1 In the event the employee is represented by two or more bargaining units (“split employees”), then the determination for the award shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled hours, and provided further, that where a split employee has an equal number of regularly scheduled daily hours, the employee shall elect at that time of eligibility for payment which unit’s award shall apply. The employee must meet the eligibility requirements for all positions. The award shall then be based on applicable award schedule.
- 9.10.1.2 An employee must be a current employee at the time such payment is made.
- 9.10.2 For the period from September 1 through February 28, any employee who is not absent from work for any time for sick leave, leave without pay, or discretionary leave (except as provided by 9.10.7, below), except for industrial injury or illness absence, shall receive an award in accordance with the table in 9.10.5 below. Payment shall be made on the March pay warrant.
- 9.10.3 For the period from March 1 through August 31, any employee who is not absent from work for any time for sick leave, leave without pay, or discretionary leave (except as provided by 9.10.7, below), except for industrial injury or illness absence, shall receive an award in accordance with the table in 9.10.5 below. Payment shall be made on the September pay warrant.
- 9.10.4 Any employee who fulfills the requirements of Section 9.10.2 and Section 9.10.3 for a complete fiscal year (September 1 through August 31) shall be awarded an additional award in accordance with the table in 9.10.5, below. Payment shall be made on the September pay warrant.

9.10.5 Attendance Incentive Award Table

<u>9 or 10 month position</u>			<u>12-month position</u>	
0-3.9 hours	\$73	(50%)	\$98	(67%)
4-8 hours	\$110	(75%)	\$146	(100%)

9.10.6 Any employee who does not fulfill the requirements of Section 9.10.2 due to absences in one or both periods (September 1 through February 28 and March 1 through August 31) shall in accordance with the following table receive a percentage of the award as defined in the following table. Any employee who does not fulfill the requirements in Section 9.10.2 will not receive the additional award stated in Section 9.10.4 for perfect attendance in both periods.

<u>Absences in Hours for Each Period</u>	<u>Percentage of Award (Section 9.11.5)</u>
0.1-8.0	75%
8.1-12.0	50%
12.1-16.0	25%

9.10.7 For purposes of the attendance incentive, absences for Bereavement Leave, Military Duty, Jury Duty, and pursuant to a court subpoena—as well as up to three (3) discretionary leave days annually—shall not be considered.

Section 9.11 FAMILY AND MEDICAL LEAVE ACT

9.11.1 In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave provisions in the administrative procedures for non-reps, every employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee’s spouse, child, or parent; and (4) the employee’s own serious health condition, or other circumstances (including military-related situations) included in State or Federal Family and Medical Leave Acts. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.

9.11.1.1 An employee shall be eligible to use the provisions of this section if the employee has been employed by the school district for at least twelve (12) months and has worked at least 1250 hours during the immediately previous twelve (12) month period.

9.11.1.2 A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or

residential medical care facility. A “parent” means a biological parent or de facto parent. A “child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

- 9.11.1.3 While an employee is on Family and Medical Leave, the District and the employee shall continue to make their respective contributions to the employee’s benefits so that the employee shall continue to receive benefits just as if the employee were not on leave.
- 9.11.1.4 When foreseeable, the employee must provide thirty (30) days notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide such notice as if practical. Notice will be submitted to the Human Resources Benefits & Leave Section.
- 9.11.1.5 The District may require the employee to provide certification from employee’s health care provider, or a family members’ health care provider as to (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee’s leave, and (4) the employee’s inability to perform the employee’s job functions. Upon return to work, the District may require the employee to perform the employee’s job functions. Upon return to work the District may require the employee to provide certification from the employee’s health care provider that the employee is able to resume work.
- 9.11.1.6 The employee shall return to the position held when the leave commenced, or an equivalent position if the original position no longer exists.

Section 9.12 PAID FAMILY AND MEDICAL LEAVE PROGRAM

- 9.12.1 The District will comply with the provisions of Washington’s Paid Family and Medical Leave Program as specified in Chapter 50A.04 RCW as it applies to members of the Union.

ARTICLE X - PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.2 PROBATIONARY PERIOD

All new employees within the jurisdiction of this Agreement shall be on probation for

six (6) calendar months. During this time, grievance procedures relating to termination are waived. For wage purposes the probation rate also shall be in effect for the same six (6) calendar-month period for employees newly hired into a regular custodial position (not as a substitute custodian), unless the new employee has previous experience in a regular custodian position with another school district in Washington State.

10.2.1 In the event of promotion or reassignment, the employee may request a trial period not to exceed five (5) working days. During the trial period, the employee may request the District to return the employee to his/her former position for a justifiable cause. The return will only be allowed if the former position is still available. If the former position is not available, the District will place the employee in an equivalent position. The employee shall receive the higher rate of pay for the position during the trial period.

Section 10.3 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.4 The seniority rights of an employee shall be lost for the following reasons:

- (a) Resignation;
- (b) Discharge for justifiable cause;
- (c) Retirement; or
- (d) Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.5 Seniority rights shall not be lost for the following reasons, without limitation:

- (a) Time lost by reason of industrial accident, industrial illness or judicial leave;
- (b) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- (c) Time spent on other authorized leaves: Or
- (d) Loss of job due to reduction in force or lay-off.

Section 10.6 Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I.

Section 10.7 The employee with the earliest hire date shall have preferential rights regarding shift selections, and vacations.

Generally, employee(s) to be laid off shall be determined by strict seniority within their designated bargaining unit classifications, as described in Section 1.4. If the District believes a less senior employee demonstrates greater responsibilities, qualifications, ability, and/or performance than a more senior employee, the district may lay off a more senior employee only if the district can demonstrate by clear and convincing evidence the greater qualifications, ability and/or performance.

Employees with more than five years experience shall be laid off strictly by seniority.

- 10.7.1 By building or department, the employee with the earliest hire date shall have preferential rights regarding shift selections and vacations.
- 10.7.2 In the event of a tie in seniority pursuant to this Article, total District seniority shall be applied.
- 10.7.3 The District shall notify the Union regarding the layoff thirty (30) calendar days in advance of conducting the layoff.
- 10.7.4 Employees to be laid off shall receive notification no less than ten (10) working days prior to layoff.
- 10.7.5 In the event of layoff or reassignment in lieu of layoff due to reduction in force needs of the district, employees so affected will be placed on a reemployment list maintained by the District according to layoff ranking. Such employees shall have first consideration in filling an opening at the same classification held prior to the layoff or reassignment (pursuant to the provisions of Section 10.7). The names of employees who have been laid off or reassigned in lieu of layoff shall remain on the reemployment list for two (2) years.
- 10.7.6 Employees rehired from the reemployment list following a layoff shall have all accrued and vested benefits reinstated equal to the level prior to layoff.
- 10.7.7 Employees on layoff status shall file their addresses in writing with Human Resources and shall thereafter promptly advise Human Resources in writing of any change of address.
- 10.7.8 An employee shall forfeit rights to reemployment as provided in Section 10.7.5 and 10.7.6 if the employee does not comply with the requirements of Section 10.7.7 or if the employee does not respond to the offer of reemployment within ten (10) days.
- 10.7.9 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.
- 10.7.10 If an employee on recall status so wishes, said employee may be placed on the District substitute list.

Section 10.8 Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of two (2) years, notwithstanding that they have acquired a new hire date and a new classification.

Section 10.9 Any custodial members who are interested in applying for other positions in the bargaining unit shall submit an application in TalentEd.

Custodial employees will be considered for an interview according to the specific requirements of the position as listed in the opening. Employees not meeting the requirements of the opening shall be notified by the Building Operations Supervisor when an interview is not granted. Custodial employees meeting the minimum requirements will be notified of their interview time.

- 10.9.1 For bargaining unit positions that are subject to interview by a committee, the union shall be allowed to select the representative to participate in the interview and selection process.

ARTICLE XI - SUBSTITUTE WAGES AND CONDITIONS

Section 11.1 The rate of pay for substitute custodians shall be as established on the attached AFT Wage Schedule (Exhibit A).

Section 11.2 All sections of this Agreement shall apply to substitutes, except for the following:

- Hours of Work and Overtime
- Leaves
- Probation, Seniority and Layoff
- Insurance and Retirement
- Holidays and Vacations
- Transfer of Previous Experience

ARTICLE XII – DISCIPLINE, PERFORMANCE DEFICIENCIES, AND DISCHARGE OF EMPLOYEES

Section 12.1 The District shall have the right to discipline or discharge an employee for just cause. “The issue of just cause shall be resolved in accordance with Section 12.2 hereinafter provided.” Whenever the District has reason to reprimand an employee, it shall be done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

Section 12.2 The discipline or discharge of an employee by the District shall be administered on the basis of just cause. “Just cause” means that definition as contained in Washington state and federal law, and includes, the following criteria:

- a. Did the District inform the employee of the disciplinary consequences of rule violations, performance deficiencies, or misconduct?
- b. Was the rule reasonably related to the orderly, efficient, and safe operation of the District’s business?
- c. Prior to administering discipline, did the District make an effort to discover whether the employee did in fact violate or disobey a rule or order of management, or whether the employee failed to meet mutually-understood expectations of performance?
- d. Was the District’s investigation conducted in a fair and objective manner

- e. Did the District obtain substantial evidence from the investigation to prove that the rule had been violated or that the employee failed to meet mutually-understood expectations of performance?
- f. Did the District apply its rules, orders, and penalties in an evenhanded manner, so as not to discriminate against any employee?
- g. Was the severity or degree of discipline reasonably related to (1) seriousness of the employee's offense, and (2) the record of the employee's service with the District?

Section 12.3 Generally, discipline shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the employee's immediate supervisor shall address the matter in an informal advisory consultation with the employee. The employee may attend this informal consultation on his or her own, or may request that a union representative be present. The supervisor may document advisory consultations in the supervisor's records, but any matter resolved at this level shall not be a part of the employee's personnel file. Formal discipline shall conform to the following steps.

1. Documented verbal consultation. Such action shall be documented by letter and placed in the employee's official personnel file. A documented verbal consultation shall remain in the employee's personnel file for one (1) year. At the end of one (1) year, the employee may request and the letter will be removed from the employee's official personnel file.
2. A written reprimand. Such action shall remain in the employee's official personnel file for a period not to exceed two (2) years. At the end of one year, the employee may request that the letter be removed from the employee's official personnel file. At the end of two (2) year period, should no further issue specific violation occur during that period the letter will be removed from the employee's personnel file. Included in the written reprimand will be a plan of improvement. Such plans shall have a finite period of completion. The expectations for completing such plans must be clear, reasonable, and attainable. The District must periodically monitor all plans of improvement, with regular feedback given to the affected employee.
3. Suspension or termination. Should behavior related to the infraction reoccur during the two (2) year period during which a reprimand is in force, the employee may be subject to suspension or termination.

Section 12.4 Progressive discipline steps may be circumvented if the proven offense falls under the category of insubordination, gross misconduct, or flagrant disregard for clear and well-publicized District policies, including but not limited to sexual harassment, bullying, and/or harassment on the basis of race or other protected categories. The District may choose to place the employee on administrative leave with pay while a complete investigation of the infraction is conducted. The union will also be notified when an employee is placed on administrative leave.

Section 12.5 Any employee being suspended or terminated shall be entitled to a full and complete written notification stating the precise reasons for the disciplinary action. Upon

request, the affected employee will be entitled to a meeting with the appropriate District personnel to: (a) present the employee's side of the story, and (b) ask any clarifying questions to determine the reasons for the action taken.

Section 12.6 Should an employee choose to end employment with the District, the employee must give at least a two (2) week notice to his/her supervisor and submit the proper severance paperwork to the appropriate department manager. Once this has been done the employee will be paid any unused vacation time on his/her final check. Unused vacation will also be paid to those employees who are terminated by the District for cause.

Section 12.7 Should an employee's performance on the job be deficient and such deficiencies do not fall under the category of misconduct, insubordination, or a flagrant disregard for clear and well-publicized District policies, the district shall take steps to remediate the employee's performance with strategies that may include a plan of improvement. The plan of improvement shall list specific deficiencies to be addressed, shall set forth the specific improvements expected by the district, and shall set forth a reasonable time frame for the parties to meet and determine whether the employee is meeting the expectations set forth in the plan of improvement.

If the employee's performance continues to be deficient in the same or related manner as the deficiencies addressed in the remediation strategies during the plan of improvement or within a reasonable time period following implementation of such a plan, and it does not reasonably appear that further remediation will improve the employee's performance, the continued deficient performance may constitute just cause for discipline, suspension, or termination.

ARTICLE XIII - INSURANCE AND RETIREMENT

Due to the State's transition to a state-wide School Employees Benefits Board (SEBB), Sections 13.1 through 13.7 and Sections 13.9 and 13.14 shall apply only through December 31, 2019, and Section 13.10 will apply beginning January 1, 2020.

Section 13.1 INSURANCE PROGRAMS (EXPIRES 12/31/2019)

The District shall provide payments towards premiums of approved District group insurance programs in accordance with provisions and options outlined herein.

Section 13.2 ELIGIBILITY (EXPIRES 12/31/2019)

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

Section 13.3 ENROLLMENT (EXPIRES 12/31/2019)

New employees desiring coverage for basic benefits and/or optional benefits, as

described below, must enroll in the insurance programs within thirty (30) calendar days of the date of hire into a position that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment period for the District. Regular employees shall have the option to change or enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period specified by the District (normally the month of September of each year).

Section 13.4. (EXPIRES 12/31/2019) The District’s initial insurance premium contributions per eligible employee (including, eligible dependents) will be based on the following table:

Employees shall be eligible to receive a District contribution as follows:

<u>Daily Hours</u>	<u>Monthly District Contribution</u>
0 – 3.9	0
4.0 – 5.4	72%*
5.5 – 8.0	100%*

* If the monthly district contribution for any other Kent School District bargaining unit is greater, the District and the Union will reopen negotiations on this issue.

The retiree carve out is \$57.71 per month, unless otherwise determined through the District’s Benefits Advisory Committee, which will include a Union representative for this bargaining unit.

Section 13.5 BASIC BENEFITS AND INITIAL CONTRIBUTIONS (EXPIRES 12/31/2019)

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

All eligible employees along with eligible dependents will be required to participate in the District-approved dental, visions, group term life, and group-term disability insurance programs. Each eligible employee will have the option of participating in a District-approved medical insurance program, along with eligible dependents. These programs will be known as the “basic benefits” programs. The contribution is based upon the table above.

“Optional benefits are those District-approved insurance programs that individual employees may select which include but are not limited to the following: individual wage, individual life, individual accident, add-on group-term life and add-on group-term disability. Capacity for optional benefits contributions by the District will be contingent upon both (a) the under-utilization, if any, of the District’s insurance pool capacity as defined in Section 13.8 below, and (b) full payment by the District, within the limits of the insurance pool for the bargaining unit, or all premiums including dependents, for basic benefits programs as previously elected by eligible employees.

Payroll deductions will be made for any portion of an eligible employee's premiums which are not paid the District.

Section 13.6 INSURANCE POOLING (EXPIRES 12/31/2019)

The District shall pool unused District insurance premium contributions. Pool recalculations shall occur as often as necessary to ensure complete utilization of unused contributions. In the event that basic benefits as defined in Section 13.5 above are fully funded by the district contribution for all unit members and their dependents and funds remain in the pool, the remaining funds shall be applied toward optional benefits in a manner consistent with RCW 28.A.400.280 (2).

Section 13.7 EMPLOYEE BENEFIT ADJUSTMENTS (EXPIRES 12/31/2019)

Employee benefits levels will be adjusted throughout the year (using administrative procedures similar to those currently used by the Transportation Department) to ensure that the benefit levels match, as closely as possible, the employee's regular hours of work in a day, month, or year. Benefits shall be adjusted based upon reported hours worked through October (such benefit adjustment, if any, shall be implemented in November) and through February (such benefit adjustment shall be implemented in March). Benefits will be adjusted by the half hour.

Section 13.8 MISCELLANEOUS PROVISIONS

The parties agree, pursuant to RCW 28A.400.275 (1), to abide by state laws pertaining to school district employee benefits. The parties acknowledge that the above insurance agreements are for a term of one year and that the District's maximum contributions will be based on the table in Section 13.4, above, except as otherwise agreed by the parties or required by state law governing school district employee benefits.

Section 13.8.1 Compliance with the Patient Protection and Affordable Care Act. Notwithstanding the other terms and provisions of Section 3.6 and its subsections, the District reserves the right to reopen this agreement with respect to employee medical and prescription insurance, or flexible spending accounts that it determines are warranted to: (1) comply with the Patient Protection and Affordable Care Act as amended (PPACA) and any other federal or state health care laws; (2) avoid having to pay, whether directly or indirectly, "Cadillac" taxes; and (3) insure it is not subject to penalties or fees because employees are eligible to obtain insurance through an insurance exchange.

Section 13.9 (EXPIRES 12/31/2019) While on a leave of absence, the employee shall have the option to remain an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.

Section 13.10 SCHOOL EMPLOYEE BENEFITS BOARD (EFFECTIVE BEGINNING JANUARY 1, 2020)

The District shall provide basic and optional benefits through the School Employees

Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. Any provisions included in this Agreement that are found to conflict with the rules and regulations adopted by the SEBB shall be considered null and void.

Section 13.11 The District shall carry liability insurance protecting the employees from personal lawsuits, for personal injuries, or for personal property damage suffered because of another person, known or unknown, while the employee is performing his duties to the extent that it is able consistent with the rules and regulations adopted by the SEBB. The insurance will not cover injuries or damages resulting from an illegal act of the employee, or for legal acts outside the scope of the employee's employment.

Section 13.12 In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise, as required by law.

Section 13.13 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan sponsored by the District. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's wage.

Section 13.14 SECTION 125 PLAN (EXPIRES 12/31/2019)

The District shall maintain a Section 125 plan.

Section 13.15 VEBA 3 ACCOUNT

Each year, the bargaining unit will conduct a meeting to determine if an employee shall have the right to a VEBA 3 account. The determination must be made by December 31 of each year for the following calendar year. This decision shall apply to any employee who cashes out sick leave upon retirement or to the employee's estate.

ARTICLE XIV - TRAINING

Section 14.1 Employees will attend all approved District training classes held within the District during work hours as scheduled by their supervisor. All time spent at approved District training classes during regular work hours shall be compensated at the employee's regular hourly rate of pay.

Section 14.2 Employees required by the District to attend classes or training sessions, beyond the employee's regular work shift, shall be paid at their regular rate in accordance with the provisions of this Agreement; however, training time payment shall not be made for those individuals enrolled in classes required to maintain a required journey-level card when the district is paying the tuition and annual license fee for the journey-level card.

Section 14.3 If it is in the best interest of the District, as determined by the District, employees may attend workshops and/or vocational courses at no cost to the employee.

Section 14.4 JOURNEY-LEVEL CERTIFICATION

In the event the District determines that, as a condition of employment, an employee must maintain a journey-level certificate, the District shall reimburse to the employee the cost of the annual fee and the cost of training, pre-approved by the Maintenance Supervisor, to maintain the required journey-level certification. The employee shall be in a pay status while in attendance at the training.

Section 14.5 EFFECTIVE EDUCATION

The District will make available a fund for staff development. The fund will be generated on the basis of the equivalent of two (2) work day(s) based on the individual employee's daily hours as reported on the S-275 State Report. Employees shall be paid at the employee's regular rate for such time. Effective education hours can be used for any approved training taken outside of the employee's regular work hours on a regularly scheduled work day or on a non-work day.

Transportation Mechanics may use Effective Education funds (including pooled Effective Education funds to the extent available) to reimburse a Mechanic's Automotive Service Excellence (ASE) registration fees (including the cost of study materials) and pay for time taking an ASE certification test(s) in the Bus, Diesel and/or Heavy Equipment categories.

Maintenance employees may use Effective funds (including pooled Effective Education funds to the extent available) to pay for any class/course/training taken outside of the employee's regular work hours to maintain or renew a license/certification required by the District for the employee's current position.

Effective education hours available to Union members that are unused as of the last day in August each year, shall be placed in a pool for the exclusive use by members of this bargaining unit and carried over to the following year. After an employee has used all of his/her regularly allotted hours, the employee may use up to sixteen (16) hours from the pool per school year after submission and written approval by the administrator of a plan to use these additional hours. Compensation for these hours will occur after the submission of the appropriate paperwork after completion of the activity. The hours will be used on a first-come, first-serve basis until the pool is exhausted.

ARTICLE XV - UNION MEMBERSHIP

Section 15.1 Upon notice that the Union has received authorization from the employee that meets the requirements of RCW 41.56.110, the District shall deduct Union dues from the pay of that employee in accordance with the terms of this section and with the terms of the authorization form that was signed. The District shall transmit all such funds to the Union on a monthly basis.

- Section 15.2 Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100, and be revocable by the employee at any time. The Union shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- Section 15.3 Any employee wishing to withdraw from the Union shall send a signed withdrawal letter to the local Union in accordance with the terms and conditions of the authorization. After the District receives confirmation from the Union that the employee has revoked authorization for deductions, the District shall end the deduction no later than the second payroll after receipt of the confirmation in accordance with the requirements of RCW 41.56.110.
- Section 15.4 The Union shall give written notice to the District business office of the dollar amount of dues required of a member of the Union, which dues are to be deducted during the school year under payroll deductions. The deduction amount shall not be subject to change without written notice to the District business office at least thirty (30) calendar days before the anticipated deduction. Any such change shall be implemented by the District within sixty (60) calendar days of the written notice to the District business office.
- 15.4.1 The Union agrees to reimburse any employee from whose pay dues were deducted in excess of the total amount due to the Union, at that time, provided the Association or its affiliate actually received the excessive amount.
- Section 15.5 The Union shall indemnify the District against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purposes of complying with any of the provisions of this Article.

ARTICLE XVI - GRIEVANCE PROCEDURE

- Section 16.1 A grievance is a claim by an employee or the union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, which claim deals with the interpretation or application of the specific terms of this Agreement.
- 16.1.1 Freedom from Reprisal: Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their reasonable participation in the grievance-adjustment process.
- 16.1.2 Upon request, material placed in an employee's personnel file will be removed after two (2) years, unless there have been similar occurrences within the last two (2) years. Material relating to disciplinary action for sexual misconduct, proven alcohol or substance abuse, and/or physical assault, shall not be removed. Verbal incidents directed toward other employees, students, or community members which may consist of one or more of the following types

of communication: threatening, intimidating, insulting, demeaning, ridiculing, swearing, delivered in a hostile manner, and/or causes reasonable fear of bodily harm, will be removed after four (4) years upon request.

Section 16.2 GRIEVANCE STEPS

16.2.1 (Step 1) Employees shall first discuss the grievance with their immediate supervisor; the immediate supervisor will be the department supervisor. If employees so wish, they may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor(s) in accordance with the preceding section thirty (30) calendar days of the occurrence of the grievance, or the date the employee first had knowledge of the grievable act, shall be invalid and subject to no further processing.

16.2.2 (Step 2) If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee or the union shall reduce to writing a statement of the grievance containing the following:

- (a) The facts on which the grievance is based;
- (b) A reference to the provision(s) in this Agreement which have been allegedly violated; and
- (c) The remedy sought.

The employee or the union shall submit this written statement of grievance to the Department Director within five (5) working days of the informal meeting outlined in 16.2.1. The parties will have five (5) working days from submission of the written statement of grievance to resolve the grievance by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

16.2.3 (Step 3) If no settlement has been reached at Step 2, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days of the completion of Step 2 to Human Resources or the Human Resources designee. After such submission, the parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

16.2.4 (Step 4) If no settlement has been reached at Step 3, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days of the completion of Step 3 to the Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

16.2.5 (Step 5) If the grievance is not resolved in Step 4, or if no decision has been made within the period provided, the Union may submit the grievance to

arbitration. The Union may exercise its right to arbitration by giving the Superintendent written notice of its intent to arbitrate within fifteen (15) working days after the decision in Step 4 or fifteen (15) working days after the time limit in Step 4, whichever comes first.

Section 16.3 ARBITRATION RULES AND PROCEDURES

- 16.3.1 Selection of Arbitrator by Agreement. In regard to each case that reaches arbitration, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within fourteen (14) days after submission of the written request for arbitration, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.
- 16.3.2 Arbitration-Rules of Procedure. Arbitration proceedings shall be in accordance with the following:
- 16.3.3 The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) working days (unless mutually extended) of the completion of the hearing.
- 16.3.4 The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
- 16.3.5 The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement, in the presence of both parties.
- 16.3.6 Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- 16.3.7 Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- 16.3.8 The Union and the District, shall each pay one-half-of the compensation of the

arbitrator including necessary expenses.

- 16.3.9 The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
- 16.3.10 Binding Effect of Award. All decisions arrived at under the provisions of this Article, by the representatives of the District and the Union, or the arbitrator, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.
- 16.3.11 Time Limitation as to Back Pay. Grievance claims regarding retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to District representatives, provided, however, that this thirty (30) day limitation may be waived by mutual consent of the parties.
- 16.3.12 Extension of Time Limits by Agreement. The time limits set forth in this Article may be extended by mutual written agreement.
- 16.3.13 Signing Grievance Does Not Concede Arbitral Issue. The signing of any grievance by any employee or representative of either the District or the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.
- 16.3.14 Limits of the Arbitrator. The arbitrator cannot order the District to take action that goes beyond law.

ARTICLE XVII - WAGES

- Section 17.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.
- Section 17.2 Wages for employees subject to this Agreement, during the term of the Agreement, are contained in the AFT Wage Schedule (Exhibit A), which is incorporated by reference herein.
- Section 17.3 Wages contained in Exhibit A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to the effective date, wages, including overtime, shall be retroactive to the effective date.
- Section 17.4 Retroactive pay, where applicable, shall be paid within sixty (60) working days following execution of this Agreement.
- Section 17.5 For purposes of calculating daily hours, time worked shall be rounded to the next one-

quarter (1/4) hour.

Section 17.6 Any employee using his personal car on District business shall be compensated at the rate established by the Federal IRS. The mileage shall be authorized and validated by the employee's immediate supervisor.

Section 17.7 Employees required to remain overnight on District business away from the district shall be reimbursed for room and board expenditures as per District Policy 6132 and 6132P.

Section 17.8 The following clothing allowance will be furnished by the District and replaced annually as needed, for the following employees:

- (a) All mechanics with coveralls and related cleaning service.
- (b) \$350.00, reimbursement, based on receipts, for maintenance employees to purchase shirts and pants.
- (c) Work coats to:
 - i. All maintenance employees
 - ii. Grounds personnel (groundskeepers, athletic facilities tech, irrigation tech, and the athletic utility groundsperson), and
 - iii. Head custodians
 - iv. Distribution tech drivers
 - v. Food service drivers
- (d) \$175.00 a year or \$350.00 every other year, reimbursement, based on receipts, for those positions required to wear safety toe footwear. These positions are identified by Risk Management and Department Supervisors.
- (e) Reimbursement for purchases made by the employee will be generally reimbursed within the next pay period, provided receipt falls within the established deadlines for submission for timely reimbursement. If the employee does not receive timely reimbursement, the employee will inform their direct supervisor who will then address the issue and a check for reimbursement will be issued within ten (10) business days.

Section 17.9 Effective September 1, 2019, the 2018-2019 AFT Wage Schedule (Exhibit A-1) will be increased by five and six-tenths of a percent (5.6%) inclusive of the state funded inflationary increase provided for in RCW 28A.400.205.

Effective September 1, 2020, the 2019-2020 AFT Wage Schedule (Exhibit A-1) will be increased by the state funded inflationary increase provided for in RCW 28A.400.205 or three percent (3%), whichever is greater.

Effective September 1, 2021, the 2020-2021 AFT Wage Schedule (Exhibit A-1) will be increased by the state funded inflationary increase provided for in RCW 28A.400.205 or three percent (3%), whichever is greater.

Any amount provided in this section that exceeds the amount of any COLA provided

by the State shall be considered supplemental pay. If the legislature reduces the District's levy authority or changes how levy funds may be spent, the District and the Union agree to meet and negotiate regarding the amount of supplemental pay impacted by the legislative change. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty. If an agreement cannot be reached, the District shall have no obligation to continue supplemental pay increases or pay the amount of supplemental pay impacted by the change in legal authority, if smaller.

For the term of this agreement the following paragraph will not apply. In the event the state funds an additional percentage increase in classified wages (cost of living, or COLA) each year covered by this Agreement, the state increase percentage will be applied directly to the wage schedule in the manner and to the extent allowed by the state budget and any implementing regulations. This shall be effective on each employee's September paycheck unless otherwise directed by the Legislature.

Section 17.10 Employees shall accept receipt of their pay warrant for wage purposes through direct deposit accounts.

Section 17.11 Professional Development Award

The Professional Development Award has been established through a \$2,000 annual fund to provide opportunities for members of the Union to enhance their job-related training and education. To qualify for the award employees must meet the following minimum requirements:

1. Employees must be employed by the District and represented by the Union for at least two (2) years. For custodial employees, the two (2) years must include at least one (1) year of regular employment in addition to any years of substitute service.
2. Employees must demonstrate the relationship of the professional development activity to a specific job skill enhancement. In deciding whether to grant an award, the employee's prior involvement in professional development programs will also be considered.
3. Money received through the program must be used to participate in a regularly scheduled training program such as a community college or vocational training program, or in short-term training opportunities such as seminars and workshops offered through other sources. Training received through correspondence courses may qualify for an award with appropriate documentation of progress and completion.
4. The employee receiving the award must agree to write a short report upon completion of the training highlighting the benefits received. This report will become the property of the Kent School District and the Union and may be used for future promotion of the program. The employee must also submit documentation such as successful record of completion or transcript with

passing grade in order to receive reimbursement. All requests for reimbursement must be submitted by August 31 of each year.

- 17.11.1 Awards will be distributed twice each year, once between September and March and once between April and May. Each award will be up to \$500 and will be granted on the above criteria, the completeness of the application as well as the proposal. The financial need of the individual requesting the award may also be taken into consideration.
- 17.11.2 To apply for the award, the applicant must:
Complete an application (attached to this agreement as Exhibit B)
- Develop a written proposal
 - Obtain a written recommendation from immediate supervisor and
 - Submit the completed application materials to:
The KSD/AFT Professional Development Award Committee
c/o Kent School District, Human Resources
- Deadlines for application submission are October 1 and May 1 of each year.

Section 17.12 In recognition of the nationally recognized ASE Certification for Transportation Mechanics, the District will provide a \$520.00 annual stipend to all eligible transportation mechanics who have provided to Human Resources a current, valid certification up to a maximum of one (1) certification. Payment will be made to the eligible employee as a lump sum in the January pay warrant. Transportation mechanics who are newly certified will be paid no later than the pay period immediately following the period in which the District receives a copy of the certification from the employee.

ARTICLE XVIII - NO STRIKE AGREEMENT

Section 18.1 There shall not be authorized any strike, slowdown or any other stoppage of work by the Union regardless of whether an unfair labor practice is alleged. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the employees do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE XIX - TERM AND SEPARABILITY OF PROVISIONS

Section 19.1 The Term of this Agreement shall be September 1, 2019 to August 31, 2022.

Section 19.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 19.3 This Agreement may be reopened and modified at any time during its term upon either (a) mutual consent of the parties in writing; (b) publication of a court decision that necessitates a change in the current terms or conditions of the Agreement; (c) new legislation that necessitates a change in the current terms or conditions of the Agreement; (d) wage discussions for newly created positions, pursuant to Section 1.3; and/or (e) the conditions as set forth in Section 19.4 or 19.5, below, in which case the section or provision at issue shall be renegotiated.

Section 19.4 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 19.5 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 19.6 The District and the Union acknowledge that they have bargained with respect to all terms and conditions of employment. The District and the Union acknowledge that their agreements are fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this Agreement.

Section 19.7 The District and the AFT agree to continue the training program for custodians. Such training program will have two (2) mandatory dates scheduled; one (1) for the first work day of the December break and one (1) for the first work day of the Spring break. These dates will be posted on the AFT calendar each year.

A. Staff Trainer. The staff trainer rate will be set at the District established rate for all trainers. The Staff Trainer would be responsible for planning, organizing and carrying out the teaching of staff development programs for the Kent School District. The Staff Trainer rate will apply only for off-hours training time; for clearly identifiable training which is separate from the individual's current job description; and when the Staff Trainer appointment and course outline have been approved by the Staff Development Office and the Curriculum Manager.

Dated this 17th of September, 2019.

American Federation of Teachers Union

Kent School District No. 415

Darren Garrett, AFT President

JoEllen Verdo, Assistant Director, Labor

EXHIBIT A-1**AFT WAGE SCHEDULE**
Effective September 1, 2019

Title	2019-20 Hourly Rate
MAINTENANCE and BUILDING TRADES	
Alarm Technician	36.93
Boiler Technician	38.77
Carpenter	31.99
Electrician	38.93
Fire Alarm Technician	36.93
Glazier	31.99
Groundskeeper	26.85
HVAC Tech.	38.77
Irrigation Technician	33.42
Locksmith	31.99
Maintenance Mechanic	34.38
Maintenance Technician	24.08
Painter	31.99
Plumber	38.93
Roofer	31.99
FOOD SERVICE AND DISTRIBUTION	
Distribution Services Tech.	26.38
Food Services Driver	25.79
Food Services Warehouse Lead	28.89
Nutrition Services Refrigeration Tech.	37.34
ATHLETIC FACILITIES	
Athletic Facilities Tech.	29.80
Athletic Utility Grounds person	26.84
French Field Cleanup	16.73
French Field Stadium Keeper	23.41
PRINTING SERVICES	
Printer /Copying Tech	24.47
Printer/Press Operator	25.15
TRANSPORTATION SHOP	
"A" Mechanic	34.38
"B" Mechanic	28.59
Serviceperson* <i>See EXHIBIT A-2</i>	25.48

EXHIBIT A-1 - Continued
AFT WAGE SCHEDULE
Effective September 1, 2019

Custodial Wage Schedule

<u>CUSTODIANS</u>	<u>2019-20 REGULAR RATE/HOUR</u>	<u>2019-20 PROBATION RATE/HOUR</u> <i>*\$1.00 below regular position rate/hour</i>
Custodian (Base Position)	22.00	21.00
Head Custodian I Up to 70,000 square feet Supervises up to 2.0 FTE	25.02	24.02
Head Custodian II Between 80,000 and 160,000 square feet Supervises up to 6.0 FTE	26.84	25.84
Assistant Head Custodian II	23.81	22.81
Head Custodian III Between 170,000 and 300,000 square feet Supervises up to 10.0 FTE	28.66	27.66
Assistant Head Custodian III	24.72	23.72
Administration Complex – Head Custodian	25.39	24.39
Substitute Custodian	17.00	

EXHIBIT A-1

AFT WAGE SCHEDULE
Effective September 1, 2020

If three percent (3%) is greater than the state funded inflationary increase provided for in RCW 28A.400.205.

Title	2020-21 Hourly Rate
MAINTENANCE and BUILDING TRADES	
Alarm Technician	38.04
Boiler Technician	39.93
Carpenter	32.95
Electrician	40.10
Fire Alarm Technician	38.04
Glazier	32.95
Groundskeeper	27.66
HVAC Tech.	39.93
Irrigation Technician	34.42
Locksmith	32.95
Maintenance Mechanic	35.41
Maintenance Technician	24.80
Painter	32.95
Plumber	40.10
Roofer	32.95
FOOD SERVICE AND DISTRIBUTION	
Distribution Services Tech.	27.17
Food Services Driver	26.56
Food Services Warehouse Lead	29.76
Nutrition Services Refrigeration Tech.	38.46
ATHLETIC FACILITIES	
Athletic Facilities Tech.	30.69
Athletic Utility Grounds person	27.65
French Field Cleanup	17.23
French Field Stadium Keeper	24.11
PRINTING SERVICES	
Printer /Copying Tech	25.20
Printer/Press Operator	25.90
TRANSPORTATION SHOP	
"A" Mechanic	35.41
"B" Mechanic	29.45
Serviceperson *See EXHIBIT A-2	26.24

EXHIBIT A-1 - Continued
AFT WAGE SCHEDULE
Effective September 1, 2020

Custodial Wage Schedule

If three percent (3%) is greater than the state funded inflationary increase provided for in RCW 28A.400.205.

<u>CUSTODIANS</u>	<u>2020-21 REGULAR RATE/HOUR</u>	<u>2020-21 PROBATION RATE/HOUR</u> *\$1.00 below <u>regular position rate/hour</u>
Custodian (Base Position)	22.66	21.66
Head Custodian I Up to 70,000 square feet Supervises up to 2.0 FTE	25.77	24.77
Head Custodian II Between 80,000 and 160,000 square feet Supervises up to 6.0 FTE	27.65	26.65
Assistant Head Custodian II	24.52	23.52
Head Custodian III Between 170,000 and 300,000 square feet Supervises up to 10.0 FTE	29.52	28.52
<u>Assistant Head Custodian III</u>	25.46	24.46
<u>Administration Complex – Head Custodian</u>	26.15	25.15
<u>Substitute Custodian</u>	17.51	

EXHIBIT A-1**AFT WAGE SCHEDULE**
Effective September 1, 2021

If three percent (3%) is greater than the state funded inflationary increase provided for in RCW 28A.400.205.

Title	2021-22 Hourly Rate
MAINTENANCE and BUILDING TRADES	
Alarm Technician	39.18
Boiler Technician	41.13
Carpenter	33.94
Electrician	41.30
Fire Alarm Technician	39.18
Glazier	33.94
Groundskeeper	28.49
HVAC Tech.	41.13
Irrigation Technician	35.45
Locksmith	33.94
Maintenance Mechanic	36.47
Maintenance Technician	25.54
Painter	33.94
Plumber	41.30
Roofer	33.94
FOOD SERVICE AND DISTRIBUTION	
Distribution Services Tech.	27.99
Food Services Driver	27.36
Food Services Warehouse Lead	30.65
Nutrition Services Refrigeration Tech.	39.61
ATHLETIC FACILITIES	
Athletic Facilities Tech.	31.61
Athletic Utility Grounds person	28.48
French Field Cleanup	17.75
French Field Stadium Keeper	24.83
PRINTING SERVICES	
Printer /Copying Tech	25.96
Printer/Press Operator	26.68
TRANSPORTATION SHOP	
"A" Mechanic	36.47
"B" Mechanic	30.33
Serviceperson *See EXHIBIT A-2	27.03

EXHIBIT A-1 - Continued
AFT WAGE SCHEDULE
Effective September 1, 2021

Custodial Wage Schedule

If three percent (3%) is greater than the state funded inflationary increase provided for in RCW 28A.400.205.

<u>CUSTODIANS</u>	<u>2021-22 REGULAR RATE/HOUR</u>	<u>2021-22 PROBATION RATE/HOUR *\$1.00 below regular position rate/hour</u>
Custodian (Base Position)	23.34	22.34
Head Custodian I Up to 70,000 square feet Supervises up to 2.0 FTE	26.54	25.54
Head Custodian II Between 80,000 and 160,000 square feet Supervises up to 6.0 FTE	28.48	27.48
Assistant Head Custodian II	25.26	24.26
Head Custodian III Between 170,000 and 300,000 square feet Supervises up to 10.0 FTE	30.41	29.41
Assistant Head Custodian III	26.22	25.22
Administration Complex – Head Custodian	26.93	25.93
Substitute Custodian	18.04	

EXHIBIT A – 2

OTHER WAGE AND PAY PROVISIONS

For All Employee Groups in AFT Bargaining Unit:

1. Longevity Pay- All AFT employees will be paid a longevity stipend based on the following schedule:

- | | |
|----------------|-------|
| a. 5-9 years | \$300 |
| b. 10-14 years | \$500 |
| c. 15-19 years | \$600 |
| d. 20–24 years | \$700 |
| e. 25+ years | \$800 |

For the Custodial Group:

2. Graveyard Custodian wage rate will be set at forty cents (\$0.40) above the base Custodian wage.

For the Maintenance Group:

3. A maintenance lead is paid \$3.35 above his/her occupational group. If the employee is a lead over two occupational groups an additional \$.60 will be added to the hourly wage.

4. Asbestos Abatement Team - There will be an asbestos team consisting of five (5) employees and one (1) team supervisor. The district will pay for training and certification. For those on the team the district will provide an additional .25 cents per hour and .50 cents for the team supervisor.

5. Apprentice programs for maintenance and trade positions (other than bus mechanics) established by the district and the union shall consist of four (4) pay steps intended to be spread equally over a twenty-four (24) month period. The advancement to each new pay level, however, will be based on successful completion of the previous level. Pay for each period will be based on the following scale:

- b. Step 1 Apprentice: 88% of the base wage for which the apprentice position was established.
- c. Step 2 Apprentice: 91% of the base wage for which the apprentice position was established.
- d. Step 3 Apprentice: 94% of the base wage for which the apprentice position was established.
- e. Step 4 Apprentice: 97% of the base wage for which the apprentice position was established.

6. A small tool allowance will be provided to all maintenance employees required to provide their own up to \$150.00 per year with receipts.

For the Distribution (Warehouse) Drivers:

7. The wage for the Lead Driver for Distribution Services will be 2.2% above the base Distribution Services Tech wage.

For the Transportation Group:

8. A mechanic lead is paid \$3.35 above the base "A" Mechanic wage.
9. The Transportation Shop Serviceperson employed by the District prior to September 1, 2013 is grandfathered as a Mechanic "B". Effective September 1, 2013, any new mechanics placed in the Mechanic "B" position would be new to the Kent School District and not journey-level mechanics at the time of hire. New journey-level mechanics with previous recent experience as school bus mechanics may be hired at the Mechanic "A" level, depending upon experience.
10. \$800.00 Tool allowance for Bus Mechanics
11. State Patrol Inspection Bonus: Summer with at least 95% passing grade = \$550.00. Winter with at least 92% passing grade \$400.00. Driver-related deductions will not be considered when calculating the State Inspection grade.

For the Custodial and Maintenance Groups

12. The District will provide personal protection equipment including rain gear to the custodial and maintenance employees required to work outside of buildings in inclement weather as required. The Union and the District will meet in the Labor-Management Committee to compile a list of this required equipment.

EXHIBIT B

KENT SCHOOL DISTRICT/AFT
PROFESSIONAL DEVELOPMENT AWARD
APPLICATION

I. Personal Data

Name _____

Work Location _____ Phone Number _____

II. Employment Data

List in chronological order your employment positions within the Kent School District. Start with your current position first.

Position _____

Major Job function _____

Dates in position: From _____ To _____

Position _____

Major Job function _____

Dates in position: From _____ To _____

(Attach additional statement if needed)

III. Education

List any formal education you have received (e.g., college, technical training). Describe the program and provide dates of attendance

Professional Training

List any special programs you have participated in. Describe the program and provide dates of attendance.

IV. Proposal

Attach a statement identifying the specific assistance you are requesting. Include all information related to the costs (e.g., tuition, books, parking, mileage, cost of substitute if required), dates, location, college, university, technical school or other training vendor. Include a statement explaining how this training is related to your position with the district and/or to your professional goals.

V. Financial Assistance

Attach a statement explaining the need for financial assistance. Be as specific as possible in indicating the need.

VI. Letter of Recommendation

Attach a letter of recommendation from your immediate supervisor.

I understand that all materials submitted are confidential and will remain the property of the Kent School District. I certify that all statements made are true.

Employee Signature

Date

Submit all application materials including letter of recommendation to:

The KSD/AFT Professional Development Award Committee
C/o Kent School District, Human Resources

Deadlines for submission are October 1 and May 1 of each year.

EXHIBIT C

**Nutrition Services (NS)
Summer Program Procedures
For AFT Bargaining Unit in NS**

1. Staffing required for any service that involves driving vehicles, receiving, storing and issuing food and supplies during the time between when one school year ends and the next one starts, will be offered as extra time to interested current AFT members in the Nutrition Services (NS) Department.
2. Notification of summer work opportunities will be posted by April 15th.
3. Staff interested in working must respond by May 1st, to the NS Warehouse Lead.
4. The number of positions that will be available will be based on the scope of the services that are being offered during the time between when one school year ends and the next one starts.
5. Staffing preference will be given to staff based on AFT seniority.
6. When the number of staff positions available for the current year exceeds the number of available staff, the NS warehouse lead will out the appropriate work schedule base on available staffing
7. If staff is interested in working future summers, they must reapply
8. These positions are not benefit eligible and do not qualify staff for sick leave accrual or holiday pay.
9. Minimum work hours will be guaranteed at a minimum of two (02) per AFT contract. Staff will be paid at the current salary of the position in which they are working, including the NS driver working directly with the NS refrigeration technician.
10. When accepting a summer position, staff members are committing to working the complete summer program schedule. Upon prior approval staff will be allowed to schedule up to five (5) unpaid days off.
11. Staff who work the whole summer and take five (5) days or less off, will be paid a bonus day based on the average of the daily hours they worked during the time between school years. The payment will be received on the end of September pay warrant.
12. Time clocks will be utilized to record and report extra time worked.
13. NS Department reserves the right to make changes to the summer meal program that could require changing staff assignments and responsibilities from the previous year(s) of operation.