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5 TENTATIVE

6
7 COLLECTIVE BARGAINING AGREEMENT BETWEEN

8
9 **KENT SCHOOL DISTRICT**

10
11 AND

12
13 **KENT ASSOCIATION OF**
14 **EDUCATIONAL OFFICE PROFESSIONALS**

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18 SEPTEMBER 1, ~~2012~~ 2015 - AUGUST 31, ~~2015~~ 2018
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5 **DECLARATION OF PRINCIPLES**
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7 The intent and purpose of this Agreement is to promote the continued improvement of the relationship
8 between the District and its employees by providing a uniform basis for implementing the rights of the
9 employees and the District to meet, confer, and negotiate in good faith.
10

11
12 **PREAMBLE**
13

14 This Agreement is made and entered into between the Kent School District, hereinafter referred to as
15 "District," and the Kent Association of Educational Office Professionals, an affiliate of Public School
16 Employees of Washington, hereinafter referred to as "Association."
17

18
19 **ARTICLE I**
20

21 **RECOGNITION AND COVERAGE OF AGREEMENT**
22

23 **Section 1.1. Representation.** The District hereby recognizes the Association as the exclusive collective
24 bargaining representative for all regular and temporary office-clerical and non-instructional support
25 personnel employed by the District, excluding the executive assistant for the superintendent, executive
26 assistants for the assistant superintendents and executive directors, the assistant to the executive director
27 of labor relations, assistants assigned to Human Resources, supervisors, confidential employees,
28 instructional assistants, and all other employees of the District.
29

30 **Section 1.2.** Regular and temporary office clerical and non-instructional aide personnel, as identified in
31 Section 1.1 above, shall be defined as follows:
32

33 **Section 1.2.1.** Regular employees shall be defined as those employees employed in a regular nine- (9),
34 ten- (10) or twelve- (12) month position.
35

36 **Section 1.2.2. Temporary Employees.** Temporary employees will only be utilized as replacements for
37 regular employees on leave or when special projects occur and the duties of such temporary employees
38 cannot be reasonably performed by existing regular employees. To become eligible for bargaining unit
39 representation, a temporary employee must have been employed by the District for more than thirty (30)
40 days of work within the current school year or the immediately preceding school year and continue to be
41 available for work.
42

- 43 1. After the temporary employee has met the criteria above, the employee shall be paid at Step 1
44 of the salary schedule at the appropriate classification and shall not be subject to any other term
45 or condition of the collective bargaining agreement; except;
- 46 2. If a temporary employee works for sixty (60) or more consecutive workdays in the same
47 position, the employee shall be paid at Step 1 of the salary schedule in the appropriate
48

1 classification and shall be subject to all terms and conditions of this collective bargaining
2 agreement except Section 3.4 (Evaluation), Section 8.4 (Vacation), Section 9.2 (Leave of
3 Absence), 9.3 (Maternity Leave), 9.8 (Workshop Leave) (and their subsections), Article X
4 (Seniority), Article XI (Just Cause Discipline), and Section 13.3 (Effective Ed), ~~except,~~
5

- 6 3. **Beginning September 1, 2015**, If the District knows in advance that the temporary assignment
7 will be at least fifty-percent (50%) of a regular nine-, ten-, or twelve-month position, and the
8 employee is hired or placed in the position between September 1 of any school year and
9 January 31 of the same school year, the employee will get one (1) year of longevity credit for
10 salary purposes for the time spent in the position, and, in addition to the benefits noted in (A.2)
11 above will be subject to Section 3.4 (Evaluation) and 13.2 (Effective Ed.).
12
- 13 4. The District will notify the union president if a continuous temporary assignment extends from
14 one year to the next.
15
- 16 5. It is understood by both the District and Association that temporary positions shall be first
17 eliminated and those duties assigned to regular employees if it would prevent the need for
18 regular employee reduction in force.
19

20 **Section 1.3.** In unusual situations related to temporary leave or temporary assignment which may
21 adversely impact the employment status of employees, the District and the Association will consult on a
22 case-by-case basis to determine the appropriate status of the affected employees. Stipulations, conditions,
23 and determinations concerning such status, if any, will be provided pursuant to a memorandum of
24 understanding executed between the parties.
25

26
27 **Section 1.4.** Employees in positions included in this bargaining unit who also hold a position(s) in
28 another district bargaining unit or group ("split employees") shall be subject to the terms of this
29 Agreement while serving in the position included in this bargaining unit, provided however, that group
30 insurance benefits (and other benefits that are similar in nature, e.g., leave incentive program) for split
31 employees shall be determined by the collective bargaining agreement or District policy covering the
32 position that carries the most regularly scheduled daily hours. All regularly scheduled hours in both
33 bargaining units or groups will be combined for purposes of determining the split employee's eligibility
34 for benefits and the employer's contribution for any mandatory benefits and medical insurance. ~~, and~~
35 ~~provided further that Where a split employee has an equal number of regularly scheduled daily hours, the~~
36 ~~employee shall elect at the outset of such split employment which unit's group insurance benefits (or~~
37 ~~other benefits that are similar in nature, e.g., leave incentive program) shall apply such employee shall be~~
38 placed into the bargaining unit providing greater health insurance pooling benefits unless the employee
39 otherwise advises Human Resources. In regards to the leave incentive program, the employee must meet
40 the eligibility requirements for all positions. The award shall then be based on the employee's total
41 number of daily hours and applied to the applicable award schedule.
42
43

44 ARTICLE II

45 **RIGHTS OF THE EMPLOYER**

46
47 **Section 2.1.** Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting
48

1 and negotiation may be construed to be a delegation to others of the policy-making authority of the
2 District, which authority the District specifically reserves unto itself. The management of the District and
3 the direction of the employees are vested in the District subject to the terms of this Agreement and
4 federal, state laws, and regulations. Management officials retain the right and obligation to determine the
5 method, number and kinds of personnel by which operations undertaken by employees in the bargaining
6 unit are to be conducted, including the right to subcontract work and designate the work to be performed
7 by the District or others and the places and the manner in which it is to be performed. Management
8 officials retain the right and obligation, according to District policies and regulations, to do the following
9 as enumerated below:

10
11 **Section 2.1.1.** Direct employees covered by this Agreement, subject to the terms of this Agreement.

12
13 **Section 2.1.2.** Hire, promote, demote and retain employees of the bargaining unit subject to the terms of
14 this Agreement, and to suspend or discharge employees for just cause.

15
16 **Section 2.2.** Management prerogatives shall not be deemed to exclude other management rights not
17 herein specifically enumerated.

18
19
20 **ARTICLE III**

21
22 **RIGHTS OF THE EMPLOYEES**

23
24 **Section 3.1.** The Association and the District recognize the requirement of the Civil Rights Act of 1964
25 and mutually agree to support the provisions of the District's Affirmative Action Program.

26
27 **Section 3.2.** Employees shall be entitled to full rights of citizenship and the exercise thereof shall not be
28 grounds for any discrimination against any employee.

29
30 **Section 3.3.** The District shall not interfere with the right of employees to become members of the
31 Association or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against,
32 interfere with, or coerce any employee because of membership or non-membership in the Association.

33
34 **Section 3.4. Employee Evaluations and Plans of Improvement.**

35
36 **Section 3.4.1. Plan of Improvement.** Supervisors are expected to inform employees of performance
37 concerns as they develop. It is expected that verbal performance counseling would precede written
38 documentation of performance concerns. If a supervisor becomes aware of unsatisfactory performance
39 and anticipates an overall annual evaluation rating of unacceptable, the supervisor shall advise the
40 employee of the concerns in writing using the employer performance evaluation form (marked as
41 "Other"), including suggestions for improvement. If, after receiving this written performance
42 assessment, performance does not improve sufficiently the employer may place the employee on a plan
43 of improvement to address the deficiencies. Said plan of improvement will be presented to the
44 employee in a meeting that includes the KAEOP employee, the evaluator, a Human Resources
45 representative, and a KAEOP representative. The plan will clearly describe areas of deficiency, outline
46 what the employee is expected to do in order to achieve a satisfactory rating, and, when applicable,
47 identify the resources the employer will make available to the employee. An employee on a plan of
48 improvement should have a minimum of six (6) weeks to demonstrate a level of satisfactory

1 performance. The plan may be extended with the approval of Human Resources. Should the employee
2 fail to demonstrate significant progress the employee may be terminated for failing to meet
3 performance expectations.

4
5
6 **Section 3.4.1.1. Employee Annual Evaluation.** In addition to any evaluation that may be done during
7 the year in accordance with Section 3.4.1, Ssupervisors shall meet with individual employees to review
8 their annual evaluation before the following dates; twelve-month employees by August 15, ten-month
9 employees by June 15, nine-month employees by May 15. Unsatisfactory rating in any criteria shall be
10 preceded, whenever possible, by a conference with the employee regarding the deficiency and an
11 opportunity for correction.

12
13 Where applicable, Health Technician evaluations shall be conducted by the supervising building nurse.

14
15 **Section 3.4.2.** New employees shall meet with their supervisor during the first ninety (90) workdays of
16 their employment to discuss supervisor expectations and/or employee performance.

17
18 **Section 3.4.3.** Administrators may request input from members of the bargaining unit concerning
19 evaluations of other members of the bargaining unit. Members of the bargaining unit shall not evaluate
20 other members of the bargaining unit, unless upon written request of the individual employee.

21
22 **Section 3.5. Personnel Files.**

23
24 **Section 3.5.1.** An employee shall, upon request, have the right to inspect all contents of his/her complete
25 personnel file kept within the District. A copy of any requested document(s) shall be provided at District
26 expense.

27
28 **Section 3.5.2.** At the employee's request, anyone may be present during review of the personnel file.

29
30 **Section 3.5.3.** Any material/information which may be used to discipline an employee, e.g.,
31 reprimand, suspension, or termination of employment, must be disclosed to the employee within ten
32 (10) workdays of the alleged violation or of the time the District became aware of the alleged
33 violation. “Workdays” for the purposes of this section will be the employee’s regularly scheduled
34 workdays, excluding any scheduled and approved leave. In the event of summer vacation, ten (10)
35 business days shall be used.

36
37 **Section 3.5.4.** No evaluation, correspondence, or other material making pejorative reference to any
38 employee's character, or work performance, shall be kept or placed in the personnel file without the
39 employee's knowledge and opportunity to attach comments. Employees may request that letters
40 documenting disciplinary action that are more than three (3) years old be removed from their building
41 working folder provided there has been no further disciplinary action within the three year period. Any
42 materials filed longer than five (5) years in the personnel file kept within Human Resources shall, at
43 the employee’s request, be removed provided: 1) the materials are not required to be retained by law,
44 or 2) the materials are not part of a formalized continuing action, or 3) that the District may keep
45 documents regarding allegations of physical or sexual abuse or harassment for more than five (5) years
46 if these documents are kept in a sealed file in the possession of the District’s legal counsel, or 4) that
47 the District may keep the employee’s evaluation for more than five (5) years if the evaluation is kept
48 sealed in a separate archive. Such requests shall be made in writing.

1
2 **Section 3.5.5.** An employee shall have the opportunity to attach an exclusive addendum to any
3 derogatory material placed in the personnel file.

4
5 **Section 3.5.6.** An employee, at his/her discretion, may add materials which s/he deems appropriate.

6
7 **Section 3.6. Workplace Safety.** The District, in accordance with state law, district policies and
8 procedures, will make reasonable efforts to establish and maintain a safe and secure school and work
9 atmosphere for all employees and students. Employees are expected to report all safety concerns to
10 their supervisors, and to their work site safety committees, if applicable. Upon request, the District
11 shall provide information regarding the resolution of the safety concern.

12
13 Each building and department shall have school/building wide behavior management procedures. The
14 procedures will identify appropriate roles for KAEOP staff and include contingency options when an
15 administrator is not available. KAEOP members shall participate in the development and review of the
16 school/department discipline procedures/plan and the procedures/plan shall be reviewed annually with
17 KAEOP staff.

18
19 In the event of an assault upon an employee, such action shall be immediately reported to the
20 appropriate supervisor. The District shall make all practicable efforts for assistance to be rendered to
21 the employee, and shall document the action.

22
23 Emergency response procedures will be reviewed annually, and potentially unstable situations will be
24 communicated with employees in advance, when possible. Training will be made available for
25 employees in preparation for dealing with violent or volatile students or adults. Training will be
26 provided for employees expected to engage in health room coverage and/or duties, including protocols
27 for handling medically fragile students where applicable. A District registered nurse will certify the
28 employee has been trained.

29
30 **Section 3.6.1 Work Place Safety – Health Care Services (Student-specific)**

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

40
41
42 **ARTICLE IV**

43
44 **RIGHTS OF THE ASSOCIATION**

45
46 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees in
47 the unit; to present its views to the District on matters of concern, and to enter collective negotiations
48 with the object of reaching an agreement applicable to all employees within the unit, except that by such
49 obligation neither party shall be compelled to agree to a proposal or be required to make a concession.

1
2 **Section 4.2.** The Association reserves and retains the right to delegate any Association right or duty
3 contained herein to appropriate officials of the Public School Employees of Washington.
4

5 **Section 4.3.** The Association shall be permitted use of District resources for union business. The
6 Association agrees that it will not seek to utilize the employee's mailbox for any material which is not in
7 the best interests of the District or its operations. The District shall not be responsible for any material
8 placed in the employee's mailbox or its loss.
9

10 **Section 4.4.** The Association shall have the right to post notices of activities and matters of Association
11 concern on designated areas of bulletin boards to be provided by the District. Building copies of all
12 materials posted shall be sent to the building administrator. The Association further agrees that it will not
13 seek to post any materials which are of a political or controversial nature or which are not in the best
14 interest of the District or its operations. The District shall not be responsible for any posted material, its
15 loss or removal, and the Association agrees to indemnify and hold the District harmless from any and all
16 claims which may arise from any posted material.
17

18 **Section 4.5.**

19 New employees, substitutes hired into a regular KAEOP position, and rehires who have been away
20 separated from the District for more than one (1) year shall be given scheduled to attend new employee a
21 basic orientation within thirty (30) working days of employment with the District. The orientation shall
22 provide the employees with an applicable job description, copy of this Agreement, copy of the school
23 calendar, relevant personal employment benefits and payroll information. A copy of the new employee
24 orientation schedule shall be provided in advance to the KAEOP chapter president or designee.
25

26 **Section 4.6.** ~~At the request of the~~ On a quarterly basis, the Association shall be provided with a full
27 list of all employees in the bargaining unit, including but not limited to, their KSD hire date, KAOEP
28 seniority date, hours/day for each position, job classification (position title, work location and/or
29 department and work year will be furnished by Human Resources not to exceed six (6) times annually.
30 The quarterly list shall be updated on a monthly basis reflecting the names of new hires, location (or
31 changes in location), terminations, employees transferring into or out of the KAEOP bargaining unit
32 and substitutes hired into a regular KAEOP position.
33

34 **Section 4.7.** Visitation rights shall be granted to the designated representative of the Association to visit
35 employees in the unit for the purpose of grievance procedures and/or general information data. This
36 excludes recruitment during working hours. The designated representatives shall receive advance
37 approval from the assistant superintendent of human resources or his/her designee for any visitation.
38 Association meetings may be held during working hours with prior approval of the superintendent or
39 designee.
40

41 **Section 4.8.** The District will provide the Association with position descriptions and such
42 amendments, changes and additions to such position descriptions as changes from time to time may
43 occur.
44

45 **Section 4.8.1.** A standing joint committee of equal numbers of bargaining unit and district human
46 resources management shall meet at least quarterly to provide ongoing review, input and
47 recommendations to update KAEOP job specifications within the negotiated level of the position being
48 reviewed. This work shall be performed at no loss in pay. The joint committee shall not supplant,
49 substitute for, replace or otherwise impair the negotiation process, the grievance process and/or the
50

1 reclassification process set forth in Section 16.8.

2
3 **Section 4.9.** KAEOP may use the District's internal mail distribution system and e-mail system for the
4 following purposes:

- 5 1. Meeting notification
- 6 2. Communication containing information on grievances
- 7 3. Matters relating to joint KSD/KAEOP training, KAEOP activities or in-service opportunities

8
9
10 Communications other than the above shall need prior approval of the assistant superintendent of human
11 resources. Communications shall not be for the purposes of solicitation, editorializing, and/or political
12 campaigning; nor shall such communications be inflammatory in nature. KAEOP shall include the
13 assistant superintendent of human resources in all electronic mailings at the time the e-mail is sent.

14
15 KAEOP and PSE agree to indemnify and hold the District harmless for any and all claims, fines,
16 demands, suits, attorney fees, and other costs which may result from such use of the District's mail
17 service or e-mail by KAEOP.

18
19 **Section 4.9.1.** As designated by the KAEOP chapter president, such designees shall be provided
20 release time for KAEOP to hold a bargaining unit employee orientation coinciding with the District's
21 health insurance benefit fair(s), in addition to new employee orientation sessions.

22 23 **ARTICLE V**

24 25 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

26
27 **Section 5.1.** Pursuant to Chapter 41.56.100.et.seq., RCW, Public Employees Collective Bargaining Act,
28 the District and the Association agree to meet at reasonable times, to confer and negotiate in good faith,
29 and to execute a written agreement regarding matters appropriate for negotiations which shall relate to
30 salaries, hours, working conditions, and grievance procedures, except that by such obligation neither
31 party shall be compelled to agree to a proposal or be required to make a concession, unless otherwise
32 provided in RCW 41.56.100.

33
34 **Section 5.2.** The annual school district calendar shall be an appropriate matter for consultation and
35 negotiations. Once Human Resources has developed at least two proposed calendars, they shall be
36 submitted to KAEOP in the same manner as with other employee groups.

37 38 39 **ARTICLE VI**

40 41 **ASSOCIATION REPRESENTATION**

42
43 **Section 6.1.** The superintendent or designee shall meet with Association representatives periodically at
44 mutually agreed times to discuss matters of concern to either party.

45
46 **Section 6.2.** The Association representatives shall represent the Association and employees in meeting
47 with officials of the District to discuss appropriate matters of mutual interest. They may receive and
48 investigate to conclusion complaints or grievances of employees, and thereafter advise employees of

1 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the
2 grievances or complaints. They may not, however, continue to advise the employee on courses of action
3 after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the
4 Association's right to pursue the matter to conclusion. They may consult with the District on complaints
5 without a grievance being made by an individual employee.

6
7 **Section 6.3.** The designated Association representative, when leaving work as per Section 6.1, shall first
8 obtain permission from his/her immediate supervisor. The supervisor's permission in these instances will
9 normally be granted. The employee's supervisor shall be notified when the employee returns to work.

10 11 12 ARTICLE VII

13 14 **HOURS OF WORK AND OVERTIME**

15
16 **Section 7.1. Work Year.** For the purpose of determining the appropriate work year calendar, regular
17 positions within the unit shall be categorized as follows:

18
19 **Section 7.1.1. 12-Month.** The work year shall always be constituted by a total of two hundred sixty
20 (260) days, including holidays and vacation as provided in Article VIII, Section 8.1 and 8.4, respectively.
21 In the event of a 261/262-workday year, the additional day(s) shall be scheduled by the District in
22 consultation with the Association.

23
24 **Section 7.1.2. 10-Month.** The work year shall be constituted by two hundred twelve (212) days
25 including holidays as provided in Section 8.1.2.

26
27 **Section 7.1.3. 9-Month.** Effective September 1, 2015, the 9-month work year shall be constituted by
28 one hundred eighty nine (189) ninety (190) days including holidays as provided in Section 8.1.3 and the
29 day following the last student day of the school year.

30
31 Effective for the 2016-17 school year, the 9-month work year shall be constitute by one hundred ninety-
32 one (191) days including holidays as provided in Section 8.13, the day before the first student day of the
33 school year and the day following the last student day of the school year.

34
35 **Section 7.1.3.1.** Each year of this Agreement Beginning August 1, 2016, selected AAI office staff
36 (either individual or multiple) will be assigned up to forty (40) hours of additional time during the
37 month of August at each elementary school to perform AAI duties as assigned by building
38 administrators and/or AAVs. Such work will be compensated at the employee's regular rate of pay.
39 This is designated for the preparation and the opening of the elementary schools.

40
41 **Section 7.1.4.** In the case of a 9- or 10-month employee, added days of service may be scheduled in
42 order to use District annual clerical allocations. However, an employee is not allowed the additional
43 benefits of the higher level (i.e., extra holiday or vacation) until the minimum workdays for the
44 classification are assigned as the regular schedule for that year.

45
46 **Section 7.2. Workweek.** Consistent with federal and state regulations, the District shall establish and
47 maintain a defined workweek.

1 **Section 7.2.1.** The workweek, for the payroll purposes, shall be defined as a seven (7) day week,
2 commencing at 12:01 a.m., Monday, through 12:00 midnight the following Sunday.

3
4 **Section 7.2.2.** Employees shall normally work a five-day schedule, Monday through Friday, with two (2)
5 consecutive days of rest, Saturday and Sunday. If the work schedule is different than Monday through
6 Friday, the supervisor shall so notify the employee, the assistant superintendent of human resources, and
7 the supervisor of payroll/accounting. Employees shall receive a two (2) week notice of a change in the
8 regular workweek schedule unless, due to an emergency situation, the District is not able to provide such
9 notice.

10
11 **Section 7.2.3.** Extra hours worked beyond the normal assigned schedule shall be paid in accordance with
12 Sections 7.3 and 7.4, and in accordance with procedures established by Human Resources and Payroll.

13
14 **Section 7.3. Overtime.** Overtime shall be administered in accordance with the Fair Labor Standards
15 Act, 1985 Amendments, and state laws and regulations. Members of the Association who are required by
16 their immediate supervisor to work beyond forty (40) compensated hours per week shall receive time and
17 one-half for all overtime, except that work performed on a designated holiday will be paid at two and a
18 half (2 1/2) times the employee's regular rate of pay.

19
20 **Section 7.4. Compensatory Time.** Compensatory time shall be administered in accordance with law.
21 Compensatory time, valued at one and one-half times the employee's base hourly rate for each hour
22 worked beyond forty (40) hours per week, shall be available, at the discretion of the employer, to
23 bargaining unit employees in lieu of cash overtime upon mutual agreement by the employee and the
24 employer. The compensatory time must be expressly authorized in advance by the supervisor. Any
25 accumulated compensatory time must be utilized within the employee's work year in which it was
26 earned. The employee and employer must agree when the compensatory time will be utilized. Any
27 remaining compensatory time balance at the end of the fiscal year will be liquidated to cash value at a
28 rate of one and one-half times the base hourly rate. Compensatory time must be documented using the
29 Compensatory Time Record Sheet.

30
31 **Section 7.4.1. Flex-Time.** Authorized hours of work in excess of the assigned shift as defined in
32 Section 7.5, but less than forty (40) hours per week, shall be defined as "flex-time." Flex-time will be
33 available, at the discretion of the employer, and will be compensated on an hour-for-hour basis in cash
34 unless there is a mutual agreement between the employee and supervisor to compensate the employee
35 in equivalent time (flex-time). The flex-time must be expressly authorized in advance by the
36 supervisor. Any accumulated flex-time may be utilized by mutual agreement between the employee
37 and the employer. Flex-time must be utilized within the employee's work year in which it was earned.
38 Any remaining flex-time balance at the end of the fiscal year will be liquidated to cash. Flex-time must
39 be documented using the Flex-Time Record Sheet.

40
41 **Section 7.5. Work Time.** Employees shall be assigned to a definite shift with designated start and end
42 times. Employees working five (5) hours or more shall be entitled to an uninterrupted lunch period. Meal
43 periods shall be paid when the employee is required by the employer to remain on duty at the premises or
44 at a prescribed work site, or when meal periods are interrupted to undertake employer's business. All
45 employees required to work through their regular lunch periods will be given time to eat at a time agreed
46 upon by the employee and supervisor. In the event that the District requires an employee to forgo a lunch
47 period and the employee works the entire shift, including the lunch period, the employee shall be
48 compensated for the foregone time either at his/her regular rate or the overtime rate.

1
2 Employees shall be paid for all hours worked. Hours worked shall include all hours that the district
3 authorizes or knows that employees are working. Employees should not work beyond their designated
4 and assigned work shift without express authorization from their supervisor or supervisor's designee.
5 The District and Association acknowledge unexpected situations may arise in which prior
6 authorization is not feasible but which nevertheless call for extended work time. Such time worked
7 without prior authorization shall be reported to the supervisor by the end of the next work day.
8 Supervisors shall develop a plan which provides guidance to employees regarding such situations.
9 Supervisors shall ensure that employees are aware of the plan.

10
11 **Section 7.6. Emergency Conditions.** In the event of unusual school closures due to an emergency:

12
13 **Section 7.6.1.** Persons employed twelve (12) months are required to make every reasonable effort to
14 report to work at the usual time; provided, that the building/department administrator may allow a twelve
15 (12) month employee to utilize vacation or compensatory time if it is determined that the employee's
16 services are not necessary on that day.

17
18 **Section 7.6.2.** Persons employed less than twelve (12) months are not required to report to work. Time
19 lost due to school closure days will be made up by persons employed less than twelve (12) months by
20 working on the District designated make-up day. In the event of a school closure, 10-month employees
21 will maintain the number of scheduled workdays by having a day added to the end of the work calendar.
22 If the additional day is at the end of the school year after students have left for summer break, 10-month
23 employees may make arrangements with their administrator(s) to take unpaid time off if this meets the
24 needs of the school and the District.

25
26 **Section 7.6.3.** Persons employed twelve (12) months who report for work and are sent home, or who are
27 notified through the media and/or the school administration that the District is closed, will not have to
28 make up the time.

29
30 **Section 7.6.4.** In the event schools are opened late because of unusual conditions, all employees are to
31 make every reasonable effort to report to work at the usual time. Unless the employee is unreasonably
32 delayed, the employee's compensation will not be adjusted.

33
34 **Section 7.6.5.** In the event of an unusual or emergency school/site closure due to inclement weather
35 or other circumstances such as electrical problems or the like, and where it is not anticipated that the
36 day will be made up, KAEOP employees will have the following options: use any available
37 discretionary leave, use any available compensatory time, take leave without pay, or work at an
38 alternative site as directed by the District.

39
40 **Section 7.6.6.** In the event of an unusual or emergency school/site closure due to inclement weather
41 or other circumstances such as electrical problems or the like, employees are expected to listen to the
42 public media prior to leaving home for notification of closure. Employees reporting to work who were
43 not notified by the district or public media prior to leaving home shall receive a minimum of two hours
44 pay.

45
46
47 **ARTICLE VIII**
48

1 **HOLIDAYS AND VACATIONS**

2
3 **Section 8.1. Holidays.**

4
5 **Section 8.1.1.** All 12-month employees shall receive the following holidays without loss of pay:

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

14
15 **Section 8.1.2.** All 10-month employees shall receive the following holidays without loss of pay:

- | | |
|----|---------------------------------------|
| 16 | 6. Veterans' Day |
| 17 | 7. Thanksgiving Day |
| 18 | 8. Day after Thanksgiving |
| 19 | 9. Christmas Day |
| 20 | 10. Day before or day after Christmas |
1. New Year's Day
 2. Martin Luther King Day
 3. Presidents' Day
 4. Memorial Day
 5. Labor Day

21
22
23 **Section 8.1.3.** All 9-month employees shall receive the following holidays without loss of pay:

- | | |
|----|--------------------------------------|
| 24 | 6. Veteran's Day |
| 25 | 7. Thanksgiving Day |
| 26 | 8. Christmas Day |
| 27 | 9. Day before or day after Christmas |
1. New Year's Day
 2. Martin Luther King Day
 3. Presidents' Day
 4. Memorial Day
 5. Labor Day

28
29
30
31 **Section 8.2. Holidays During Vacation.** Should a holiday occur while an employee is on vacation, the
32 employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

33
34 **Section 8.3. Work Holidays.** Employees who are required to work on the above described holidays
35 shall receive two and one-half (2½) times the employee's regular rate of pay for all hours worked on such
36 holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

37
38 **Section 8.4. Vacations.**

39
40 **Section 8.4.1.** Vacations for all regular 12-month employees will be prorated at a monthly rate of one-
41 twelfth of the employee's vacation entitlement as computed under Section 8.4.2.

42
43 **Section 8.4.2. Vacation for a regular full-time twelve- (12) month employee.**

<u>Length Of Employment</u>	<u>Vacation Accrued</u>
1-3 Years	10 Days
4-9 Years	15 Days
10-14 Years	20 Days

1 15+ Years

25 Days

2
3 **Section 8.4.3.** All vacations must be approved by the immediate supervisor.

4
5 **Section 8.4.4.** Vacation time shall not be accumulated in an amount to exceed two times the employee's
6 entitlement as ~~computed under Section 8.4.2~~ of August 31, 2015. Any excess vacation accumulation not
7 used by August 31st of each year will be lost. For 12-month employees, written notice will be provided
8 by June 10th of each year, of the employee's current vacation balance (based on leave submittals), accrual
9 date (for purposes of changes in accrual rate), current accrual rate and maximum leave accrual.

10
11 **Section 8.5. Payment of Vacation Upon Separation of Employment.**

12
13 **Section 8.5.1. Other than Retirement:** Upon separation of employment by reason other than
14 retirement, all employees will receive their accumulated vacation by warrant on the next scheduled pay
15 date after their final pay warrant.

16
17 **Section 8.5.2. Retirement:** Upon separation of employment by reason of retirement, the vacation cash
18 out will be subject to the bargaining unit's VEBA III contract vote.

19
20
21 **ARTICLE IX**

22
23 **LEAVES**

24
25 **Section 9.1. Sick Leave.** Each employee with the District shall be granted twelve (12) workdays annual
26 sick leave. For employees commencing work after September 1, sick leave shall be prorated accordingly.
27 Sick leave shall be credited to the employee as of September 1 of each year. Sick leave shall be
28 accumulated up to the employee's scheduled work year. However, accrued sick days that are beyond the
29 total allowable amount will be lost at the end of the school year if the days have not been used or cashed
30 in pursuant to the sick leave buyback program (e.g., an employee who has a scheduled work year of 200
31 days but has 210 sick leave days at the end of the school year, the excess 10 days will be lost as of
32 August 31.)

33
34 **Section 9.1.1. Definitions:**

35
36 **Employee:** ~~Employees may use sick leave when they are unable to attend work because of their own~~
37 ~~illness or injury. One day may be used per year to attend to the protection of property due to an~~
38 ~~emergency.~~

39
40 **Child:** ~~Employees may use sick leave for the illness of their child under age of 18 that requires~~
41 ~~supervision or medical treatment.~~

42
43 ~~Employees may use sick leave to care for children over 18 who are incapable of self-care because of~~
44 ~~mental or physical disability. Incapable of self-care means that the individual requires active assistance or~~
45 ~~supervision to provide daily self-care in several of the activities of daily living. This includes activities~~
46 ~~such as grooming, bathing, dressing, cooking, cleaning, shopping, paying bills, eating, etc.~~

47
48 Throughout this article (Article IX, LEAVES), the following definitions shall apply unless otherwise

1 stated within a section or subsection:

2
3 **“Child”** means a biological, adopted, or foster child, a stepchild, child of the employee’s domestic
4 partner, a legal ward, or a child of a person who is acting as guardian who is (a) under the age of 18
5 years of age, or (b) 18 years of age or older and incapable of self-care because of a mental or physical
6 disability. Incapable of self-care means that the individual requires active assistance or supervision to
7 provide self-care in several of the activities of daily living. This includes activities such as grooming,
8 bathing, cooking, cleaning, shopping, paying bills, and/or eating.

9
10 **“Immediate family”** means a spouse, domestic partner, parent, child (whether under age 18 or older),
11 brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law,
12 grandparent, or grandchild.

13
14 **“Immediate household”** means all people living in the same family unit, not necessarily related. The
15 term does not include persons sharing the same general quarters when the living style is primarily that
16 of a dormitory or commune.

17
18 **“Not immediate family”** means a niece, nephew, aunt, uncle, cousin, close friend or coworker.

19
20 **“Parent”** means a biological parent, legal parent or *de facto* parent.

21
22 **“Emergency”** means a health condition that is a sudden, and generally unexpected occurrence related
23 to health that demand immediate action and is very short term in nature, or an unforeseen and suddenly
24 precipitated occurrence of a serious nature beyond the control of the employee which threatens the
25 property of the employee. The Kent School District Human Resources may require the employee to
26 furnish evidence of the emergency.

27
28 **“Extraordinary or severe”** means serious or extreme and/or life threatening, as defined in WAC 392-
29 126-065

30
31 **“Serious health condition”** means an illness, injury, impairment, or physical or mental condition that
32 involves continuing treatment by a health care provider or inpatient care in a hospital and the like
33 (such as hospice or residential medical care facility). It also includes the period of incapacity or
34 subsequent treatment or recovery in connection with the inpatient care as long as it includes any period of
35 inability to work, attend school or perform other regular activities.

36
37
38 **Other Family Members:** ~~Employees may use sick leave to care for a spouse with a serious health or~~
39 ~~emergency condition as certified in writing by a licensed healthcare provider. Additionally, employees~~
40 ~~may use sick leave to care for a parent, parent-in-law, or grandparent with a serious health or emergency~~
41 ~~condition. KSD may require the employee to furnish evidence that no alternative to the employee’s~~
42 ~~absence is practicable.~~

43
44 ~~Serious health condition means an illness, injury, impairment, or physical or mental condition that~~
45 ~~involves any period of incapacity or treatment connected with inpatient care in a hospital and the like. It~~
46 ~~also includes the period of incapacity or subsequent treatment or recovery in connection with the~~
47 ~~inpatient care as long as it includes any period of inability to work, attend school or perform other regular~~
48 ~~activities.~~

1
2 ~~Emergency condition means a health condition that is a sudden generally unexpected occurrence related~~
3 ~~to health that demands immediate action and is very short term in nature.~~

4
5 **Section 9.1.2. Employees may use sick leave for the following purposes:**

6
7 (1) Personal illness:

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

10 (a) The employee's illness, injury, serious health condition, or preventative health
11 care;

12 (b) Exposure of the employee to contagious disease when attendance at work would
13 jeopardize the health of others;

14 (c) Disability of the employee due to pregnancy or childbirth;

15
16 (2) Illness of children:

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

20
21 (3) Illness and/or preventative health care of immediate family members and/or members of
22 immediate household:

23 Employees may use accumulated sick leave when required to be absent from work to
24 provide care to or transportation for members of the employee's immediate family or
25 immediate household who experience a serious health or emergency condition or
26 require preventative care. The District may require the employee to furnish evidence
27 that no alternative to the employee's absence is practicable.

28
29 (4) Property Emergency:

30 Up to one (1) day of sick leave may be used annually to attend to the protection of
31 property due to an emergency, without providing evidence of the property emergency.
32 Any additional absence due to a property emergency will require evidence that no
33 alternative to the employee's absence is practicable.

34
35 **9.1.3 9.1.2.** For any absence in excess of five (5) consecutive workdays, medical certification must be
36 made by the employee's or family member's licensed health care provider that the absence was medically
37 necessary. Medical certification must be updated or renewed every twenty (20) workdays of absence per
38 year, beginning September 1, unless other arrangements are approved by Human Resources, except as
39 otherwise provided by state or federal law.

40
41 **Section 9.1.4. 9.1.3.** Sick leave accumulated in any school district in the state shall be credited upon
42 employment in the District, provided such accumulated sick leave is verified by the previous
43 employer(s).

44
45 **Section 9.1.5. 9.1.4.** Compensation for sick leave shall be the same as the compensation the employee
46 would have received had the employee not taken sick leave.

47
48 **Section 9.1.6. 9.1.5. Sick Leave Cash Out.** The Attendance Incentive Program shall be as follows:

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18
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 (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) 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. ~~Upon retirement, the Sick leave cash out will be subject to the bargaining unit's VEBA III contract vote and state law.~~ At the time of separation from school district employment due to death, the employee's estate shall receive remuneration for unused sick leave. In either case, the unused sick leave will be paid at a rate equal to one day's current monetary compensation of the employee for each four (4) 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.

19 **Section 9.1.7. 9.1.6.** In the case of a strike or work stoppage by any Association or union associated with
20 the District, the board of directors reserves the right to ask for a licensed health care provider's validation
21 of illness, provided the board acts to give advance notice that this provision will be implemented during a
22 specific time.

23
24 **Section 9.1.8 9.1.7.** Experience credit for determining salary schedule placement and seniority shall be
25 the same as the experience credit the person would have received had such person not taken sick leave.
26 Sick leave shall not affect experience credit, salary schedule placement, or seniority.

27
28 **Section 9.1.9. 9.1.8.** Any employee returning from taking sick leave shall be assigned to the same
29 position held at the time the leave commenced. If such leave extended from one school year into the next
30 school year, or if that position is no longer available, the employee shall be assigned to an equivalent
31 position, for which the employee is qualified, if possible.

32
33 **Section 9.1.9.** ~~As allowed by state law, employees may use sick leave for the illness of their minor child,
34 under the age of 18, that requires supervision or medical treatment. In the event of medical treatment, the
35 employee shall attach a record of such treatment from the attending licensed health care provider. In the
36 event of required supervision, the employee shall provide a written explanation with the absence report
37 indicating the need for required supervision.~~

38 39 **Section 9.2. Extended Health Leaves.**

40
41 **Section 9.2.1.** An employee who is unable to perform his/her duty because of the employee's own
42 serious health reasons may be granted a leave of absence up to one (1) year without pay, which may
43 include up to twelve (12) weeks of unpaid Family Medical Leave for eligible employees. Application for
44 this leave shall be made in writing to Human Resources. Approval of extended health leave is
45 conditioned upon receipt by Human Resources of medical certification from the employee's licensed
46 health provider.

47
48 **Section 9.2.1.** The District may require certification by a licensed health care provider that the health

1 reason is valid and may also require that the employee present written release for duty by the licensed
2 health care provider before returning to active service.

3
4 **Section 9.2.2.** Employees on health leave shall have the right to retain the seniority they had before
5 going on leave. In addition, the employee shall have the opportunity to continue to participate in the
6 District's health plan according to COBRA rules.

7
8 **Section 9.2.1 3.** The District may require certification by a licensed health care provider that the health
9 reason is valid and may also require that the employee present written release for duty by the licensed
10 health care provider before returning to active service.

11
12 **Section 9.2.2 4.** Employees on health leave shall have the right to retain the seniority they had before
13 going on leave. In addition, the employee shall have the opportunity to continue to participate in the
14 District's health plan according to COBRA rules.

15
16 **Section 9.2.5.12. Family and Medical Leave.** In accordance with the Family and Medical Leave Act
17 (P.L. 103-3, as amended) and in addition to any other leave provisions in the Agreement, every employee
18 shall have the right to take up to a combined total of twelve (12) weeks of leave, excluding any non-work
19 periods for an employee working less than twelve (12) months per year, without pay per school year in
20 any twelve (12) month period, in connection with: (1) the birth, adoption or placement of a foster child
21 and first year of care of a the child; (2) the serious health condition of an employee's spouse, domestic
22 partner, child, or parent; (3) the employee's own serious health condition; and (4) leave for military
23 exigencies and/or military caregivers as provided under the Family and Medical Leave Act as amended.
24 When medically necessary, leave may be taken intermittently or on a reduced leave schedule, i.e., a leave
25 schedule which reduces the number of hours per workday and/or workdays per week. The taking of leave
26 intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which an
27 employee is entitled.

28
29 An employee shall be eligible to use the provisions of this section if the employee was employed or
30 compensated for 1250 hours or more during the preceding twelve months school year.

31
32 ~~A "serious health condition" means an illness, injury, impairment, or physical or mental condition that~~
33 ~~involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or~~
34 ~~residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means~~
35 ~~a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco~~
36 ~~parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care~~
37 ~~because of a mental or physical disability.~~

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

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

46
47 The District ~~may~~ will require the employee to provide certification from employee's health care provider,
48 or a family members' health care provider as to: (1) the date that the condition commenced, (2) the

1 duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform the
2 employee's job functions. Upon return to work, the District may require the employee to provide
3 certification from the employee's health care provider, if the employee was on leave for his/her own
4 serious health condition, that the employee is able to resume work.

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

8
9 **Section 9.3. Maternity/Parental Leave.** Maternity/parental leaves of absence will be granted as
10 follows:

11
12 **Section 9.3.1.** An employee who is pregnant will be granted a leave of absence to a maximum of twelve
13 (12) weeks following birth of the child, in addition to any period of pregnancy-related disability prior to
14 the birth of the child, which may be extended by the District up to a maximum of one (1) year total, to
15 begin at any time between the commencement of her pregnancy and one year after a child is born to her.
16 The employee shall notify Human Resources in writing of her desire to take maternity leave, and except
17 in case of emergency, shall give notice at least thirty (30) calendar days prior to the date on which her
18 leave is to begin. The employee may use available paid leave (including sick leave) during any period of
19 medical disability during pregnancy and for the employee's recovery following childbirth. Medical
20 certification from the employee's healthcare provider is required for any period of disability. An
21 employee who is pregnant may continue in active employment as late into her pregnancy as she desires;
22 ~~unless her immediate supervisor determines she is unable to properly perform her required duties.~~

23
24 **Section 9.3.2.** ~~All or any portion of a leave taken by an employee because of a pregnancy related~~
25 ~~medical disability may, at the employee's option, be charged to her available sick leave for the period the~~
26 ~~employee's health care provider certifies in writing that the employee is disabled due to pregnancy or~~
27 ~~childbearing.~~

28
29 **Section 9.3.3.** An ~~male~~ employee, including a birth mother who is no longer disabled from childbirth and
30 recovery, will be granted parental leave without pay to a maximum of twelve (12) weeks, which may be
31 extended by the District for up to a maximum of one (1) year, to begin at any time between the birth of
32 the employee's a-child to his wife and one year thereafter. The employee shall request parental leave in
33 writing to Human Resources, his desire to take the leave at least sixty (60) thirty (30) calendar days prior
34 to the date on which the leave is requested to begin. Unpaid Family Medical Leave may be used during
35 parental leave, by eligible employees, to the extent it is available.

36
37 **Section 9.3.2.** ~~All or any portion of a leave taken by an employee because of a pregnancy related~~
38 ~~medical disability may, at the employee's option, be charged to her available sick leave for the period the~~
39 ~~employee's health care provider certifies in writing that the employee is disabled due to pregnancy or~~
40 ~~childbearing.~~

41
42 **Section 9.3.3 2.** An ~~male~~ employee, including a birth mother who is no longer disabled from childbirth
43 and recovery, will be granted parental leave without pay to a maximum of twelve (12) weeks, which may
44 be extended by the District for up to a maximum of one (1) year, to begin at any time between the birth of
45 the employee's a-child to his wife and one year thereafter. The employee shall request parental leave in
46 writing to Human Resources, his desire to take the leave at least sixty (60) thirty (30) calendar days prior
47 to the date on which the leave is requested to begin. Unpaid Family Medical Leave may be used during
48 parental leave, by eligible employees, to the extent it is available.

1
2 **Section 9.3.4.3.** An employee adopting or receiving permanent custody of a child through the age of
3 five (5) shall be granted an adoption leave without pay for a period of up to twelve (12) weeks after
4 taking custody. This leave, upon request, may be extended for up to a maximum period of up to one (1)
5 year. Adoption leave may commence earlier if necessary in order to fulfill requirements for adoption. The
6 employee shall request leave, in writing to Human Resources, at least ~~sixty (60)~~ thirty (30) days prior to
7 the date on which the leave is requested to begin.

8
9 **Section 9.3.5 4. Reemployment Rights.** An employee returning from maternity/parental leave shall be
10 guaranteed the employee's former position if available, or if not available, an equivalent position. The
11 employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without
12 pay.

13
14 **Section 9.3.6 5. Early Return From Leave.** An employee who has been granted maternity/parental
15 leave and desires to return to service during the period of the leave may return at a time mutually agreed
16 to by the employee and the superintendent or designee. A medical certification will be required if the
17 employee was disabled due to pregnancy and/or recovery from childbirth.

18
19 **Section 9.4. Bereavement Leave.** Up to five (5) days bereavement leave may be granted in the event
20 of a death in the "Immediate Household" or "Immediate Family." Bereavement leave of one (1) day
21 may be granted for a person within the "Not Immediate Family" definition.

22
23 **Definitions:**

- 24 • ~~Immediate Household: All people living in the same family unit, not necessarily related.~~
- 25 • ~~Immediate Family: Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law,~~
26 ~~brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.~~
- 27 • ~~Not Immediate Family: Niece, nephew, aunt, uncle, cousin, or close friend.~~

28
29 Bereavement leave shall not be cumulative.

30
31 **Section 9.5. Jury Duty/Witness Leave.** Leaves of absence with pay shall be granted for jury duty or
32 when an employee is subpoenaed as a witness in a court proceeding. The employee shall notify the
33 District when notification to serve is received.

34
35 **Section 9.6. Discretionary Leave.**

36
37 **Section 9.6.1. Employee Discretionary.** A regular employee may use up to two (2) workdays of
38 employee discretionary leave with pay per year for situations that require absence during working hours
39 to transact or attend to personal or legal business or family matters, provided that:

- 40
41 1. No more than ten percent (10%) of all regular employees (rounded to the nearest whole number)
42 will be granted such leave for any given day
- 43
44 2. The employee must give notice to the District identifying the absence as employee discretionary
45 leave, at least two (2) workdays in advance of taking the leave. In unusual circumstances, this
46 advance notification requirement may be waived by the employee's immediate supervisor.
- 47
48 3. Employee discretionary leave will not be granted on the workday directly before or the workday

1 directly after holidays, paid or school holidays, or the first or last day of the school term, unless
2 the reason for the absence is as follows:
3

4 Situations suddenly precipitated or situations of such a nature that preplanning or rescheduling is
5 not possible or such that preplanning or rescheduling could not eliminate the need for such leave.
6 Some examples of situations that qualify are: illness in the immediate family, as defined in
7 Article IX, Section 9.4.1; pre-adoptive leave; birth of an employee's child; funerals not covered
8 by bereavement leave; failure of a public transportation carrier to meet a regularly scheduled
9 operation; educationally significant events that involve the employee or student within the
10 employee's care, (e.g., graduation); situations created by forces of nature having significant
11 harmful effects upon the employee's property, health, or family safety; non-injury accidents when
12 employees are en-route to work.
13

14 **Section 9.6.2.** Discretionary leave shall not be applicable in cases of self-determined hazardous road
15 conditions ~~when the employer determines that school shall be held~~ on school days, except when the
16 District has declared a late start due to inclement weather and/or road conditions or when such inclement
17 weather presents imminent harm to the welfare and property of the affected employee.
18

19 **Section 9.6.3.** Discretionary leave can only be used in half or whole-day increments and is not allowed
20 for other partial-day usage, except in case of emergency as approved by the employee's immediate
21 supervisor. In an effort to provide employees flexibility regarding the use of discretionary leave, up to
22 one (1) day of discretionary leave may be carried forward for use in the following year. If carried
23 forward, such day must be used or it will be lost. The carry forward day is not eligible for cash out.
24 Except for up to one (1) day which can be carried forward into the following year, discretionary leave
25 is non-cumulative.
26

27 **Section 9.6.4. Employee Discretionary Leave Incentive.** An employee shall be paid for unused
28 employee discretionary leave as of August 31 annually. On or before September 10 annually, employees
29 with an equivalent of one or two full workday's balance of employee discretionary leave, on an FTE
30 basis, as of August 31 of the preceding school year, shall be eligible for this payment. Payment shall be
31 made at one-half (1/2) of one (1) day's monetary compensation of the employee for each unused day.
32

33 Payment shall be made on the September pay warrant consistent with District payroll cutoff dates and
34 provided that the employee records do not otherwise indicate ineligibility. An employee must be a current
35 employee at the time such payment is to be made. Should an employee leave District employment prior
36 to September having fulfilled the full contract year in the position held, the employee may receive
37 payment at the discretion of the District either at the end of the contract year or in a September pay
38 warrant to cover this benefit.
39

40 **Section 9.7. Military Leave.** The District will comply with current federal and state statutes. *See also*
41 Section 9.2.5. Family Medical Leave, regarding leave for military exigencies and/or military caregivers.
42

43 **Section 9.8. Attendance At Workshops.** The president of the Association or a designated
44 representative will be provided time off without loss of pay to a maximum of ten (10) workdays per year
45 to attend regional or state meetings when the purpose of these meetings is in the best interest of the
46 District as determined by the District and for time engaged in new employee bargaining unit orientation.
47 The Association will reimburse the District for the cost of any required substitute.
48

1 **Section 9.8.1.** It is further provided that the above shall not be construed as limiting attendance at such
2 workshops, when at the option of the superintendent, it is deemed to be to the advantage of the District
3 for more members of the staff to attend.
4

5 **Section 9.9. Other Leaves.**
6

7 **Section 9.9.1. Attendance At The Legislature.** Any public employee who represents fifty percent
8 (50%) or more of a bargaining unit, or who represents on a statewide basis a group of five (5) or more
9 bargaining units, shall have the right to be absent from employment without pay and without suffering
10 any discrimination in future employment and without losing benefits incident to employment while
11 representing the bargaining unit at the legislature of the State of Washington during any regular or
12 extraordinary session there:
13

14 PROVIDED, that such employee is replaced by the bargaining unit with an employee who shall be paid
15 by the District and who shall be qualified to perform the duties and obligations of the absent member in
16 accordance with the rules of the civil service or other standards established by the District for such absent
17 employee. (Reference RCW 41.56.220)
18

19 **Section 9.9.2.** Leaves of absence without pay Absences for reasons other than illness may be granted for
20 a maximum period of up to one year by the District for reasons other than those previously listed in this
21 article. Such additional leaves shall normally be without pay. After a leave period of one year has passed,
22 the District shall open and fill the position on a regular basis.
23

24 **Section 9.9.3.** If not FMLA eligible or after FMLA has been exhausted, an employee shall be granted
25 leave without pay up to a 12-week maximum for the purpose of caring for a terminally ill child ~~under the~~
26 ~~age of eighteen (18).~~
27

28 **Section 9.9.3.1.** If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in
29 advance.
30

31 **Section 9.9.3.2.** Any employee returning from leave provided in Section 9.9.3. shall be assigned to the
32 same position held at the time the leave commenced, or if that position is no longer available, the
33 employee shall be assigned to an equivalent position if possible.
34

35 **Section 9.9.4. Short Term Leave Without Pay.** Leave without pay for short periods of time may be
36 granted at the discretion of the ~~district~~ Human Resources only after all available paid leave applicable to
37 the reason for the request for the leave without pay has been exhausted. Requests will be considered on a
38 case by case basis and approval will normally be limited to unusual, unique or “once in a lifetime”
39 events. Except for emergency situations, requests must be submitted at least two weeks in advance to the
40 Director of Human Resources via letter or email with a copy to the employee’s supervisor.
41

42 **Section 9.9.5. Domestic Violence Leave.** Leave with pay (to the extent the employee has accrued paid
43 leave available for use) or without pay may be granted to allow victims of domestic violence, sexual
44 assault or stalking to take reasonable leave from work for legal or law-enforcement assistance, medical
45 treatment, counseling or as otherwise provided by R.C.W. 49.76.. The employee shall provide
46 verification of eligibility to take this leave, as permitted by R.C.W. 49.76. The employee must give
47 advance notice, when possible.
48

Section 9.10. Leave Sharing. Employees covered by this contract, who have an extraordinary and/or severe medical condition, may participate in a leave sharing program in accordance with RCW 28A.400.

Section 9.11. Attendance Incentive Program.

Section 9.11.1. An employee must work a minimum of two (2) hours per day in a regular position to be eligible for this program. To be eligible for this award, the employee must be a current employee at the commencement and conclusion of the award period. However, an employee who satisfies these requirements but whose award is delayed for administrative reasons shall be considered a current employee, e.g., an employee who retires or resigns and has completed his/her calendar year. The award shall not be available to those employees whose separation of employment was for disciplinary or related reasons.

Section 9.11.2. For the period from September 1 through February 28, any employee who is not absent from work for any time for sick leave, and/or leave without pay, ~~or discretionary leave~~, except for a worker's compensation claim, discretionary leave or FMLA leave, shall receive an award in accordance with the table in Section 9.11.5 below. Payment shall be made on the March pay warrant.

Section 9.11.3. For the period from March 1 through August 31, any employee who is not absent from work for any time for sick leave, and/or leave without pay, ~~or discretionary leave~~, except for a worker's compensation claim, discretionary leave or FMLA leave, shall receive an award in accordance with the table in Section 9.11.5 below. Payment shall be made on the September pay warrant.

Section 9.11.4. Any employee who fulfills the requirements of Section 9.11.2 and Section 9.11.3 for a complete fiscal year (September 1 through August 31) shall be awarded an additional award in accordance with the table in Section 9.11.5 below. Payment shall be made on the September pay warrant.

Section 9.11.5. Attendance Incentive Award Table.

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

Section 9.11.6. Employees who do not fulfill the requirements of the attendance incentive awards may qualify for the following award (these employees will not qualify for the annual award):

Absences In Hours For Each Period Of Time Percentage Of Award

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

Section 9.12. Family and Medical Leave. ~~In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave provisions in the Agreement, 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~~

1 of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the
2 employee's own serious health condition. When medically necessary, leave may be taken intermittently
3 or on a reduced leave schedule, i.e., a leave schedule which reduces the number of hours per workday.
4 The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of
5 leave to which an employee is entitled.

6
7 An employee shall be eligible to use the provisions of this section if the employee was employed or
8 compensated for 1250 hours or more during the preceding school year.

9
10 A "serious health condition" means an illness, injury, impairment, or physical or mental condition that
11 involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or
12 residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means
13 a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco
14 parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self care
15 because of a mental or physical disability.

16
17 While an employee is on Family and Medical Leave, the District and the employee shall continue to
18 make their respective contributions to the employee's benefit program so that the employee shall continue
19 to receive benefits just as if the employee were not on leave.

20
21 When foreseeable, the employee must provide 30 days notice of the date when the leave is to begin,
22 unless circumstances dictate otherwise, in which case the employee shall provide as much notice as is
23 practical.

24
25 The District may require the employee to provide certification from employee's health care provider, or a
26 family members' health care provider as to: (1) the date that the condition commenced, (2) the duration,
27 (3) the necessity for the employee's leave, and (4) the employee's inability to perform the employee's job
28 functions. Upon return to work, the District may require the employee to provide certification from the
29 employee's health care provider that the employee is able to resume work.

30
31 The employee shall return to the position held when the leave commenced, or an equivalent position if
32 the original position no longer exists.

33
34 **Section 9.13.** Human Resources shall provide written notification to the president of the Association for
35 any leave of absence in excess of ninety (90) days or any extension of leave beyond one (1) year.

36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE X

EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES

41 **Section 10.1. Seniority.** The seniority of an employee within the bargaining unit shall be established as
42 of the date on which the employee began continuous daily employment; provided, however, that new
43 employees with prior experience in a Washington State public school district shall have longevity applied
44 and adjusted in accordance with RCW 28A.400.300, as amended. Longevity will be used to determine
45 vacation benefits and any other contract provision that depends on longevity.

46
47 **Section 10.2. Probationary Period.** All new employees within the jurisdiction of this Agreement shall
48 be on probation for one-half (½) of their designated work year; nine-month position, ninety (90)

1 workdays; ten-month position, one hundred one (101) workdays; twelve-month position, one hundred
2 thirty (130) workdays. During this time, grievance procedures relating to termination are waived.

3
4
5 **Section 10.3. Job Vacancies.** Vacancies for positions covered by this bargaining unit will be ~~announced~~
6 ~~by in-District bulletins posted on the District's web-page and included in Human Resources all-staff~~
7 ~~communications regarding new job postings as they become known, except for a leave replacement~~
8 ~~position, or a temporary position of less than one hundred thirty (130) workdays~~ fifty (50) percent of the
9 ~~applicable regular work year calendar, (i.e. 189,212 or 260), in which case advertisement is not required.~~
10 The Association president(s) shall receive a copy of posted vacancies. Open positions shall not be filled
11 until they have been advertised for at least five (5) workdays. Selection from qualified applicants will be
12 determined after giving due consideration to relevant, successful bargaining unit experience, requests for
13 transfer and the Affirmative Action Program. However, the Association recognizes the right of a division
14 manager or principal to fill a job vacancy from within the remaining work staff, provided such vacancies
15 are publicized to staff within the building or division for at least five (5) workdays and Human Resources
16 concur. In the event more than one staff member from the building or division is interested in the same
17 position, the principal or division manager shall interview all staff who have expressed interest. The
18 person filling the position is must meet the minimum qualifications qualified as set forth in the
19 established job description covering the vacancy and upon concurrence of Human Resources. If this is the
20 ease, position is filled in this manner, then the job position need not be advertised within the District-wide
21 or to outside applicants; however, the president(s) of the Association shall be notified by Human
22 Resources in advance of any action taken.

23
24 **Section 10.3.1.** In the event a principal is reassigned from one school building to another newly
25 constructed or newly opened building (hereinafter referred to as "new building"), the District shall have
26 the option of moving secretarial staff with the principal to the new building using the following
27 guidelines:

28
29 **Section 10.3.1.1.** Staff shall be moved only within classification, e.g., administrative assistant V to
30 administrative assistant V.

31
32 **Section 10.3.1.2.** Staff shall be exempt from testing requirements.

33
34 **Section 10.3.1.3.** In the event more than one staff member from the building is interested in the same
35 position in the new building, the principal shall interview all interested applicants from within the
36 building for the new building assignments.

37
38 **Section 10.3.1.4.** If this section is invoked, the president(s) of the Association shall be notified, in
39 advance in writing, to allow for input from the Association prior to an official decision being made.

40
41 **Section 10.3.2.** All employees covered by this Agreement shall have the right to apply for any
42 bargaining unit position which is advertised in accordance with 10.3 above. Employees should do so by
43 keeping updated current materials in the district on-line application system and submitting application via
44 that system. Employees meeting the minimum qualifications listed in the vacancy announcement shall be
45 interviewed for that position and careful consideration will be given to relevant, successful prior
46 bargaining unit experience.

47
48 **Section 10.3.2.1.** An employee who is not successful for a position may make an appointment with

1 Human Resources for the purpose of reviewing the person's application and interview within ten (10)
2 workdays of notification that the position was filled. In cases where non-bargaining unit candidates are
3 successful over experienced bargaining unit members, a written explanation regarding the reason for
4 selecting a non-bargaining unit candidate will be provided if so requested by the employee or the union.
5 The explanation will include why the employee was not as qualified as the selected candidate.

6
7 **Section 10.4.** An employee who is requested to work in a position at a higher classification for more than
8 ~~five (5)~~ two (2) consecutive workdays shall be paid at the rate of the higher classification ~~after the fifth~~
9 starting at the beginning of the third consecutive day of work and retroactive to the first day of work.

10
11 **Section 10.5.** Employees may be temporarily assigned outside their experience or training, but
12 performance in any such temporary assignment shall not be a part of their evaluation.

13
14 **Section 10.6.** Employees may be involuntarily transferred to a comparable position for other than
15 discipline or evaluation performance deficiency reasons, and who apply, will be granted consideration for
16 an available position for which they have qualifications. The need for such transfers must be unique and
17 demonstrable and serve the interests of both the individual employee and the District. Such transfers
18 would require agreement of the Superintendent or administrative designee and the union president. Any
19 involuntarily transferred employee will be provided thirty (30) days prior notice before the effective date
20 of the transfer. This notice may be waived by the employee.

21
22 **Section 10.7. Annual Employment Notification.** Any 9-month or 10-month employee not notified by
23 June 1 of each year shall be considered automatically ~~rehired~~ retained for the next school year subject to
24 availability of funds, continuation of program and position, and will return to the same work assignment
25 unless otherwise notified in writing prior to returning for the following school year.

26
27 **Section 10.8.** Employees ~~rehired~~ retained will ~~retain the same~~ have their hourly rate of pay adjusted as
28 specified by the terms of the collective bargaining agreement, if applicable ~~previous contract until~~
29 ~~negotiations are completed on a new contract.~~

30
31 **Section 10.9. Criteria for Determining Retention of Staff Due to Financial Loss or Program**
32 **Change.** The term “displacement” shall mean reduction of more than two (2) hours (but not termination
33 from all employment) for other than disciplinary reasons. Decisions as to which employees will be
34 “displaced” will be based on building/site position needs and requirements with consideration given to
35 individual skills and qualifications necessary to fulfill duties. Seniority will be considered when
36 individual employee skills, qualifications and subsequent ability to perform the above duties are equal as
37 determined by the District.

38
39 Displacement procedure and rules shall be as follows:

- 40 1. Regular KAEOP employees who have been displaced shall be placed in a “Displacement Pool”.
41 Re-employment rights for such employees will be the same as those employees in Section 10.10,
42 except however those employees who have been laid off shall have priority in exercising their re-
43 employment rights.
- 44
45 2. Following notification to the employee of the loss of hours, Human Resources will contact
46 KAEOP leadership to identify possibilities and potential resolutions.

47
48 The term "lay-off" shall mean termination of employment for other than disciplinary reasons. Reasons

1 may include change of program reorganization, lack of work, lack of funds or position loss resulting from
2 a “bump” from a more senior employee.

3
4 **Section 10.9.1.** In the event a lay-off situation occurs, the District shall present the Association a
5 seniority list by category at least thirty (30) calendar days prior to the first lay-off.

6
7 **Section 10.9.2.** The employee with the earliest district seniority date within the same position title at a
8 department or building shall have preferential rights regarding who is laid off.

9
10 **Section 10.9.3.** When offering positions to employees who have been notified their position is being
11 eliminated or being bumped by another employee, the order of offers shall be as follows:

12
13 Step 1: Comparable open position(s) for which the employee is qualified;

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

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

20
21 Affected employees shall not be allowed to move into a higher pay grade.

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

26
27 An employee who loses his/her position as a result of a more senior employee moving into said position
28 it shall be subject to the same rights and restrictions described in Section 10.9.3. Employees so affected
29 by layoff shall be given at least two options, if available, for placement into a position for which they are
30 qualified and in accordance with the above procedures.

31
32 **Section 10.9.3.1.** It is understood that job qualifications referred to in 10.9.3 shall be the same minimum
33 qualifications required for application if that position were an open position. It is further understood that
34 the District and Association shall work to pre-identify and mutually agree on essential positions.*

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

39
40 **Section 10.10. Re-employment Rights.** All bargaining unit employees who are not offered
41 employment in accordance with the procedures in Section 10.9. shall be terminated from employment.
42 Such terminated employees and employees accepting less than comparable positions shall be placed in a
43 Layoff Employment Pool for possible reemployment for a period of two (2) years. Layoff Employment
44 Pool personnel, based on their seniority, will be offered comparable positions for which they are
45 qualified* and which do not increase their previous pay grade level. If no such comparable open position
46 can be offered, then the employee(s) shall have the option of accepting employment offers in less than
47 comparable open position(s). This process will continue until the employment pool is depleted or there
48 are no candidates qualified in the pool for any particular open position. In addition to the above, Layoff

1 Employment Pool members shall retain bargaining unit rights for any other application for open KAEOP
2 positions.

3
4
5 *Any question/concern of adequate qualification shall be jointly addressed and determined via the
6 District/Union Liaison process with input from the effected Layoff Pool employee.

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

12
13 **Section 10.10.1.** Personnel will be considered for placement based on Layoff Employment Pool
14 seniority and qualification. If the next employee in line for rehire is not qualified for the open position,
15 that employee shall retain the right to remain in the employment pool. However, if an employee rejects a
16 position after being offered the position and the employee is qualified for the position, further right to
17 employment from the employment pool shall terminate.

18
19 **Section 10.10.2.** It shall be the responsibility of each employee to notify Human Resources in writing by
20 October 1 and February 1 if the employee wishes to remain in the employment pool. If such notification
21 is not received prior to these dates, the name of the employee shall be dropped from the employment
22 pool.

23
24 **Section 10.10.3.** When a vacancy occurs for which the District offers employment to an employee from
25 the pool, notification from the school district to the individual will be by certified mail or by personal
26 delivery. The individual will have seven (7) calendar days from receipt of the letter to accept the position.

27
28 **Section 10.11.** Employees who are laid off shall retain seniority and retirement benefits in addition to
29 payment for any accrued vacation days.

30
31 **Section 10.12.** Employees who are designated to be laid off shall receive a lay-off slip containing the
32 following information at least fifteen (15) calendar days prior to lay-off; name, position, date of hire,
33 reason(s) for lay-off, eligible benefits, and a copy of seniority list by categories.

34
35 **Section 10.13.** For a period of one year following layoff, the applicant pool for all KAEOP open
36 positions shall first be restricted to KAEOP members only. Open positions will be posted and application
37 and interviews will occur for KAEOP members only in order that opportunity is given for restoration of
38 lost time.

39
40
41 **ARTICLE XI**

42
43 **DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT**

44
45 **Section 11.1.** Each employee has the right, during an investigatory interview which the employee
46 reasonably believes may result in discipline, to request the presence of an Association representative, if
47 the Association representative is available. If that representative is not available, the employee may
48 request the presence of another immediately available Association representative. The Association

1 representative shall not obstruct or interfere with the interview.

2
3 **Section 11.2.** Meetings between the employee and District shall occur at mutually convenient times
4 when the employee, the Association representative and District representative may be available.

5
6 **Section 11.3. Disciplinary Action.** Disciplinary action for purposes of this article shall mean written
7 warnings, written reprimands, suspension without pay, or involuntary termination. No employee shall be
8 subject to disciplinary action without just cause. The specific grounds forming the basis for suspension or
9 termination shall be made available to the employee in writing.

10
11 **Section 11.4. Suspension or Discharge (Involuntary Termination of Employment).**

12
13 **Section 11.4.1.** In the case of involuntary termination or suspension for performance deficiencies (i.e.,
14 quality and quantity of work) or misconduct, the employee shall be entitled to receive a notice of intent to
15 suspend or discharge from employment at least fourteen (14) calendar days prior to the actual scheduled
16 date of the suspension or discharge. The employee shall be entitled to receive a written statement of
17 reasons for the suspension or discharge. ~~If written notice for a hearing is received within seven (7)~~
18 ~~calendar days of the notice of intent to discharge, the employee is entitled to a hearing with the~~
19 ~~superintendent or designee.~~ The employee shall have seven (7) calendar days from the date of the notice
20 of intent to discharge or suspend for disciplinary reasons, in which to request a pre-disciplinary
21 (Loudermill) hearing with the superintendent or designee before any such disciplinary action becomes
22 final.

23
24 **Section 11.4.2.** ~~This section shall apply to cases not covered by 11.4.1, above:~~

25
26 **Section 11.4.2.1.** ~~Where charges are of a serious nature, as determined by the District, the District shall~~
27 ~~have the authority to suspend an employee without pay for a period of up to twenty (20) calendar days~~
28 ~~pending investigation of the charges. The employee shall be entitled to receive a written statement of~~
29 ~~reasons for the suspension.~~

30
31 **Section 11.4.2.2.** In the event the charges against the employee are sustained after the Loudermill
32 hearing (unless waived by the employee), the employee is considered discharged or suspended for
33 disciplinary reasons as of the date of suspension without further compensation. The employee shall be
34 entitled to receive a written notice of discipline including a statement of reasons for the discharge and the
35 effective date of the discharge or disciplinary suspension. ~~If written notice for a hearing is received within~~
36 ~~seven (7) calendar days the notice of intent to discharge, the employee is entitled to hearing with the~~
37 ~~superintendent or designee.~~

38
39 **Section 11.4.2.3.** If the investigation completely clears the employee, the employee shall be reinstated
40 with salary retroactive to the date of suspension.

41
42 **Section 11.4.2.4.** If the investigation finds the employee at fault, but does not warrant discharge, the
43 District may still take disciplinary action against the employee. In this event, the employee shall be
44 entitled to a written statement of the reasons for the discipline.

45
46 **Section 11.5. Resignations.** The employee shall give fourteen (14) calendar days notice in writing of
47 intent to resign. When it is mutually agreed upon by the employee and the District, the fourteen (14)
48 calendar days mandatory notice may be waived.

1
2 **Section 11.6. Exit Interview.** Upon receipt of a resignation, the employee will have the opportunity to
3 submit an exit interview form to provide feedback to the employer regarding workplace issues.
4 Additionally, the employee shall be sent a continuation of benefits notice in conformance with the
5 Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
6
7

8 **ARTICLE XII**

9
10 **EMPLOYEE BENEFITS AND REIMBURSEMENTS**

11
12 **Section 12.1. Insurance Programs.** The District shall provide payments towards premiums of
13 approved District group insurance programs; if the District payment does not cover the entire employee
14 premium, a payroll deduction will be made to cover the excess premium.
15

16 All eligible employees along with eligible dependents, will be required to participate in the District-
17 approved dental, vision, group term life, and group long-term disability insurance programs. Each eligible
18 employee will have the option of participating in a District-approved medical insurance program, along
19 with eligible dependents. These programs will be known as the "basic benefits" programs.
20

21 "Optional benefits" are those District-approved insurance programs that individual employees may select
22 which include but are not limited to the following: life, add-on short term disability, individual life, long
23 term care, and the legal service program.
24

25 **Section 12.2. Eligibility.** An employee shall work a minimum of four (4) hours per day to be eligible to
26 enroll in the approved insurance programs. Enrollment in the required (mandatory) programs shall be
27 automatic for any employee working a minimum of four (4) hours per day.
28

29 **Section 12.3. Enrollment.** New employees desiring coverage for basic benefits and/or optional benefits
30 must enroll in the insurance programs within thirty (30) calendar days of the date of hire into a position
31 that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next
32 general open enrollment period for the District. Regular employees shall have the option to change or
33 enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period
34 specified by the District (normally the month of September through the second Friday of October of each
35 year).
36

37 **Section 12.4. District Insurance Premium Contribution.** The District's insurance premium
38 contributions per eligible employee (including eligible dependents) will be based on the following table
39 effective September 1, 2012-15 (~~\$768.00~~ \$780.00). For the duration of this contract, the District will
40 increase insurance premium contributions by the state allocated amount plus the retiree subsidy. This
41 increase will be distributed on the same percentage to hours worked as indicated below.
42

<u>Annual Hours Worked</u>	<u>Monthly District Contribution</u>	
741-840	\$421.63 428.22	54.9%
841-940	\$474.62 482.04	61.8%
941-1040	\$528.38 536.64	68.8%
1041-1140	\$581.38 590.46	75.7%
1141-1240	\$636.67 639.60	82.9%

1	1241-1340	\$688.13 <u>698.88</u>	89.6%
2	1341-2080	\$768.00 <u>780.00</u>	100%

3
4 **Section 12.5. Insurance Pooling.** The District shall pool unused District insurance premium
5 contributions. Pool recalculations shall occur as often as necessary to ensure complete utilization of
6 unused contributions. The District will consult with the Association prior to establishing an actual pool
7 calculation for the months of September and October. See Section 1.4 regarding insurance pooling for
8 “split” employees (those employees who also hold a position(s) in another district bargaining unit or
9 group).

10
11 **Section 12.6.** While on a leave of absence without pay, the employee shall have the option to remain an
12 active participant in fringe benefit programs by paying the required amount without District contribution.

13
14 **Section 12.7. Liability Insurance.** Employees shall be covered by the District's liability insurance
15 policies.

16
17 **Section 12.8. Workers' Compensation.** All employees covered by this Agreement shall be covered by
18 the Washington State Workers' Compensation Law, self-insured by the District. The cost of the industrial
19 insurance and medical aid covered will be paid by the District. The cost of the pension fund will be
20 shared equally by the employee and the District in accordance with the Workers' Compensation Law.

21
22 **Section 12.9. Travel Allowances.** Employees authorized to use their personal vehicles on District
23 business shall be compensated at the rate as provided by District policy. The mileage shall be authorized
24 and validated according to District procedure. No employee shall be required to transport students of the
25 District, or District equipment or materials in their private vehicles. An employee authorized to use
26 their personal vehicle for District business whose vehicle is damaged while being used for District
27 business may submit a claim to the District for compensation for such damage. The claim will be
28 adjudicated in accordance with standard insurance standards and practices. District business does not
29 include commuting to or from the day's duty location, or commuting between duty locations during
30 the duty day.

31
32 **Section 12.10. Tax Shelter Program.** The District shall make a program available to members of the
33 bargaining unit for the purchase of tax-sheltered annuities. Upon receipt of an employee's properly
34 executed application to participate in the program, the District shall deduct the cost for purchasing them
35 from the employee's salary.

36
37 **Section 12.11. Credit Unions.** When authorized by the individual employee, the District shall make
38 payroll deductions payable to the Washington School Employee's Credit Union.

39
40 **Section 12.12. Section 125 Plan.** Employees may use the Section 125 Plan deductions they qualify for
41 each year. The Association shall be consulted as to any changes being considered to the plan.

42
43
44 **ARTICLE XIII**

45
46 **PROFESSIONAL DEVELOPMENT and TRAINING**

47
48 **Section 13.1.** A Professional Development Committee (Committee), comprised of a maximum of six

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

Section 13.1.1. Employees will be reimbursed for tuition after successfully completing approved course work. Approval must be in advance by the director of staff development and the employee's immediate supervisor. No wage deduction shall be made for approved attendance during working hours.

Section 13.1.2. Expenses and materials to establish classes provided by the District.

Section 13.1.3. If the immediate supervisor determines, and the superintendent concurs, that special training is necessary for an employee, the District will pay the cost of such classes or training. Mandatory training shall be paid for by the District. Funds from the effective education pool in Section 13.2 shall not be used to pay for the mandatory training.

Section 13.2. The District will make funds available for employees' skill and job development. Funds will be generated on the basis of the equivalent of five (5) workdays, based on the individual employee's daily hours as reported on the S-275 state report. Effective educational (effective ed) hours may be used to cover a specified amount of preparatory reading, homework, or project based learning required for a specific course, provided that the number of additional hours for these activities are included in the syllabus and description of the course. If additional hours for activities are not included in the syllabus and description of the course, those activities outside of the classroom will be optional and not eligible for compensation. This will be adjusted one time based upon an employee's daily hours on the 90th workday of the school year. Employees shall be paid at their regular rate. If an employee has more than one regular rate, the calculation of the regular rate shall be the weighted average of the regular rates (for example, a 7 hour a day employee, employed in two different positions at 5 hours @\$15/hr. and 2 hours @ \$10/hr.): $5/7(15) + 2/7(10) = \$10.71/hr. + \$2.86/hr = \$13.57/hr$ (weighted avg. rate).

Section 13.2.1. KAEOP effective ed hours that are unused as of the last day in August shall be placed in a pool for the exclusive use by members of this bargaining unit. Such hours shall be carried over and available for use only during the following year. These hours or funds will be used on a first-come basis until the pool is exhausted. After an employee has used all of their allotted hours in the current year, the employee may use up to ten (10) hours from the pool per school year after submission and written approval by their administrator of a plan to use these additional hours. Submission form is available on the Kent School District web site. Any unused effective education funds are eligible upon the approval of the Professional Development Committee to be used to reimburse employees for tuition expenses, books, fees and other related educational material expenses not to exceed one-hundred and fifty dollars (\$150) per employee per year. To qualify for the reimbursement the employee must show they completed the course work and produce a receipt for the qualifying expenses. In addition, unused pool hours may be utilized for work site or team-based training, or as mutually agreed by both the District and Association.

Section 13.3. Upon completion of the District's office assistant program or professional achievement certificate I, II, III, IV, the employee shall receive a one-time stipend of six hundred thirty-nine dollars (\$639) per program. The District and the Association recognize that the Office Assistant Training Program (OATP) requires one-half the class hours of the other programs and, therefore agree the stipend for that program shall be one-half (1/2) the regular stipend. Subject to approval by the

1 Professional Development Committee, clock hours and credit hours obtained from classes other than
2 the KSD Staff Development classes, such as from Washington Office of Superintendent of Public
3 Instruction certified clock hour providers or accredited educational institutions, are permitted to count
4 towards the educational stipend.

5
6 **Section 13.3.1 - Professional Development Appendices**

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

11
12 **Section 13.4.**

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

16
17
18
19 **ARTICLE XIV**

20
21 **ASSOCIATION MEMBERSHIP**

22
23 **Section 14.1.** All employees covered by this Agreement who are or become members of the Association
24 in good standing following the effective date of this Agreement shall, as a condition of their employment,
25 remain members of the Association during the period of this Agreement.

26
27 **Section 14.2.** All employees employed subsequent to the date of execution of this Agreement, or its
28 effective date, whichever is later, shall as a condition of employment, become members effective with the
29 employee's first pay warrant and maintain their membership obligation for the duration of this
30 Agreement.

31
32 **Section 14.3.** The parties recognize that an employee should have the option of declining to participate
33 as a member in the Association (e.g., exclusion from voting on Association matters, receiving
34 Association information, receiving PSE scholarship and discount benefits), yet contribute financially
35 to the activities of the Association in representing such employee as a member of the collective
36 bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the
37 previous sections of this article, an employee who declines membership in the Association shall pay to
38 the Association each month a representation fee as a contribution towards the administration of this
39 Agreement. This service charge shall be collected by the Association in the same manner as monthly
40 dues. The amount of the representation fee will be determined by the Association and communicated
41 to the District and employee in writing. The representation fee may be an amount less than regular
42 dues for the Association membership in that non-members shall be neither required nor allowed to
43 make a political contribution. The representation fee shall be regarded as fair compensation and
44 reimbursement to the Association for fulfilling its legal obligation to represent all members of the
45 bargaining unit.

46
47 **Section 14.4.** Pursuant to Section 14.3.1., above, any employee wishing to withdraw from the
48 Association and pay a representation fee shall send a signed withdrawal letter to the Public School

1 Employees of Washington (P. O. Box 798, Auburn, Washington, 98071). The employee must also send a
2 copy to the District Human Resources Department and a copy to the Association president.
3

4 Nothing contained in this Agreement shall require a representation fee or regular dues payment of
5 employees who object to such membership based on bona fide religious tenets or teachings of a church or
6 religious body of which such employee is a member. Such employee shall pay an amount equivalent to
7 the representation fee to a non-religious charity or other charitable organization mutually agreed upon by
8 the employee and the Association. The employee shall furnish written proof that such payment has been
9 made. If the employee and the Association cannot agree on such matter, it shall be resolved by the State
10 Public Employment Relations Commission pursuant to RCW 41.56.
11
12

1 **Section 14.5.** The District shall deduct Association dues from the pay of members pursuant to
2 RCW 41.56.110, and in accordance with the express terms of this article. The District shall transmit all
3 such funds deducted to the treasurer of the Public School Employees on a monthly basis. A copy of the
4 payroll deduction authorization shall be maintained by the Payroll Department. No deduction shall be
5 made which is prohibited by applicable law.

6
7 **Section 14.6.** Any payment of dues shall be subject to the provisions of RCW 41.56.122 relating to
8 objections based upon bona fide religious tenets.

9
10 **Section 14.7.** The Association shall give written notice to the District business office of: (a) the
11 percentage amount of dues required of a member of the Association, which dues are to be deducted
12 during the school year under payroll deductions. The deduction amount shall not be subject to change
13 without at least thirty (30) calendar days written notice to the District business office. Any such changes
14 shall be implemented by the District within sixty (60) calendar days of the written notice to the District
15 business office.

16
17 **Section 14.7.1.** The Association agrees to reimburse any employee from whose pay dues were deducted
18 in excess of the total amount due to the Association, at that time, provided the Association or its affiliate
19 actually received the excessive amount.

20
21 **Section 14.8.** The Association shall indemnify the District against any and all claims, demands, suits, or
22 other forms of liability that shall arise out of or by reason of action taken or not taken by the District for
23 the purposes of complying with any of the provisions of this article.

24 25 26 ARTICLE XV

27 28 **GRIEVANCE PROCEDURE**

29
30 **Section 15.1.** Grievances shall be processed as rapidly as possible; the number of days indicated at each
31 step shall be considered as maximum and every effort shall be made to expedite the process. Under
32 unusual circumstances, time limits may be extended by mutual agreement. The following procedures
33 shall be utilized by a member of the Association to resolve an alleged grievance, as defined in
34 Section 15.3.

35
36 **Section 15.2.** The Association shall be notified by the District of any formal grievance of any employee
37 in the bargaining unit. The Association shall also be given reasonable opportunity to be present at any
38 initial meeting called for the resolution of the grievance.

39
40 **Section 15.3.** A grievance shall be defined as a claim by an employee that there has been a violation,
41 misinterpretation or misapplication of a specific provision of this Agreement dealing with the
42 interpretation or application of the specific terms of this Agreement.

43
44 **Section 15.3.1. (Step One-Informal)** Employees shall first discuss the grievance with the immediate
45 supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding
46 sentence within twenty-one (21) calendar days of the occurrence of the grievance shall be invalid and
47 subject to no further processing.

1 **Section 15.3.2. (Step Two-Formal)** If the grievance is not resolved to the employee's satisfaction in
2 accordance with step one, the employee may submit a formal written grievance to the superintendent,
3 with a copy to Human Resources, within seven (7) calendar days of the step one, informal meeting. The
4 grievance will describe the facts upon which the grievance is based, the provision(s) of the Agreement
5 allegedly violated, and the remedy sought. The superintendent or designee shall make a written response
6 to the grievant within fourteen (14) calendar days of the step two, formal meeting.

7
8 **Section 15.3.3. Step 3.** If no settlement has been reached within the fourteen (14) working days referred
9 to in the preceding subsection and the Association and the grievant believe the grievance to be valid, the
10 grievance may, within ten (10) working days of the answer above, be submitted in writing to either
11 FMCS or PERC arbitration as mutually agreed by both the Association and the District. However, any
12 question of arbitrability shall first be resolved according to RCW 704A.030 and/or 704A.040. The scope
13 of the arbitrator's authority shall be limited to grievances arising from specific provisions of the
14 Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms
15 of this Agreement. The arbitrator shall be without power or authority to make any decision which
16 requires the commission of an act prohibited by law.

17
18 The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of the
19 arbitration hearing or submission of any post-hearing briefs. The parties shall have fourteen (14) days in
20 which to submit such briefs. Each party shall bear its own costs of arbitration, except that the cost of the
21 arbitrator, court costs (reporter, hearing room, etc.) shall be shared equally by the District and the
22 Association. The decision and/or award shall set forth the arbitrator's findings of fact, reasoning, and
23 conclusion of the issues submitted and shall be final and binding on all parties.

24 25 26 ARTICLE XVI

27 28 **SALARIES AND EMPLOYEE COMPENSATION**

29 30 **Section 16.1. Salary Schedule.**

31
32 For the school years ~~2013-2015~~ 2015-16 through 2017-18, salary rates for all levels of KAEOP
33 employees (as referenced in Schedule A) shall be improved by the state cost of living adjustment
34 (COLA) for classified employee salaries, if any, for the months such state COLA increases are effective.
35 The longevity salary schedules (Schedules B and C) will be adjusted accordingly.

36
37 **Section 16.1.1.** Effective September 1, 2016, the salary rates for all levels of KAEOP employees (as
38 referenced in Schedule A) shall be improved by the state cost of living adjustment (COLA) for classified
39 employee salaries, to be not less than one and eight-tenths of a percent (1.8%), for such months that the
40 state COLA increases are effective. The longevity salary schedules (Schedules B and C) will be adjusted
41 accordingly.

42
43 **Section 16.1.2.** Effective September 1, 2017, salary rates for all steps and levels of the KAEOP salary
44 schedule shall be improved by the state percentage increase for classified employee salaries, if any, for
45 the months such state increases are effective.

1
2 **Section 16.2. Staff Trainer.** A wage shall be established for the position of staff trainer. The staff
3 trainer would be responsible for planning, organizing, and carrying out the teaching of staff development
4 programs for the District. The staff trainer rate shall be the District STA trainer rate. The staff trainer rate
5 will apply only for off-hours training time; for clearly identifiable training which is separate from the
6 individual's job description; and when the staff trainer appointment and course outline have been
7 approved by Staff Development.

8
9 **Section 16.2.1. Interpretive Services Pay.** Employees who are certified interpreters at the district or
10 state level will, when providing authorized interpretive services, be paid the interpreter pay rate at the
11 level at which they are certified. Compensation will be for the duration of the provision of services,
12 including travel time.

13
14 **Section 16.3. Other Provisions.**

15
16 **Section 16.3.1.** Benefits for employees pursuant to Article XII will only be paid for the months the
17 employee receives a pay warrant. If the pay is spread during the summer months, the employee will
18 receive benefits during the entire period. An employee, who is employed in a regular continuing position,
19 may elect to continue the benefits through the summer months, for which pay warrants are not issued, by
20 reimbursing to the District the amount of the insurance premiums. This process shall be continued until
21 the employee goes on a regular payroll system starting September 1.

22
23 **Section 16.3.2. Voluntary Employee Benefits Account (VEBA).** The District will make approved
24 contributions for all eligible employees in a VEBA account consistent with District policy, state and
25 federal law, and the annual vote of the Association members approving or rejecting contribution options.

26
27 **Section 16.3.3.** Payment provisions for daily substitutes, long-term substitutes, temporary, and long-term
28 temporary employees shall be in accordance with the established practice of the District Payroll and
29 Human Resources offices. The Association shall be informed when changes are made by the District to
30 the payment provisions.

31
32 **Section 16.3.4. Payroll Errors.** Underpayments shall, absent unusual circumstances, be corrected
33 within ten (10) working days of the request for payment. With regard to overpayments, the District
34 will make reasonable efforts to reach written, mutual agreement with the affected employee before
35 taking recoupment action. Recoupment actions shall be taken in accordance with RCW 49.48.200 and
36 RCW 49.48.210.

37
38 ~~**Section 16.4.** For the school years 2013-2015 salary rates for all steps and levels of the KAEOP salary
39 schedule shall be improved by the state percentage increase for classified employee salaries, if any, for
40 the months such state increases are effective.~~

41
42 **Section 16.4. Advancement on the Salary Schedule.** Employees will gain one (1) year of salary
43 schedule experience for each contract year worked. Step advancement for eligible employees will be
44 effective September 1st of any year. Starting September 1, 2015, eligibility will include an employee's
45 first year of employment (or placement in the position) provided that the employee's start date
46 occurred between September 1st and January 31st of the first school year in the position.

1 **Section 16.5. Prior Work Experience.**

2
3 **Section 16.5.1.** All prior work experience must be substantiated by information from the previous
4 employer to Human Resources. Experience not entered on the original application form will not be
5 credited at a later date.

6
7 **Section 16.5.2.** Experience credit for regular employees shall only be allowed for prior experience in an
8 educational unit to the extent required by RCW 28A.400.300 as amended.

9
10 **Section 16.6.** In the event the District negotiates a wage or benefit increase with any other bargaining
11 unit, administrative staff, or group, for the duration of this contract, which exceeds the increases in this
12 agreement, the District agrees to immediately reopen negotiations on wages and benefits.

13
14 **Section 16.7.** Employees required to attend orientation will receive regular wage for all hours in
15 attendance.

16
17 **Section 16.8. Reclassification Procedure.**

18
19 Association unit members are grouped by job classification. Job descriptions are on file in the Division
20 of Human Resources and are updated periodically as needed.

21
22 **Section 16.8.1.** If the Association believes a current job classification does not accurately reflect the
23 essential job functions of the position, the Association may request a review of such classification.
24 Requests for review shall be submitted in writing to the Assistant Superintendent for Human
25 Resources/Chief Talent Officer or designee and shall include the following:

- 26
27 1. A current job description.
28
29 2. A written statement describing the changes in the essential job functions of the position and
30 rational why the District should reclassify the position and/or job classification.
31
32 3. A Reclassification Request form completed by the employee and signed/approved by the
33 immediate supervisor and/or building principal or department supervisor.

34
35 Only applications submitted during the application window of May 1 to May 15 each year will be
36 considered.

37
38 **Section 16.8.2.**

39 **A.** The Reclassification Committee shall consist of the following members:

- 40 • Two (2) members selected by the Assistant Superintendent for Human Resources/Chief
41 Talent Officer.
42 • Two (2) members selected by the Association.

43
44 **B.** Members of the Reclassification Committee shall receive appropriate training to ensure their
45 ability to complete the committee's function. The function of the Reclassification Committee
46 shall be to review and determine that job classification assignments are in line with the
47 classification for similar work being performed by other office employees within the district.

1 **C.** The Reclassification Committee will use a scoring procedure, which shall include, but not be
2 limited to the following:

- 3
- 4 • Relevant job duty analysis criteria and sub descriptors (e.g. required training,
5 responsibility, etc.) and reasonably weighted numerical value range for each criterion that
6 can equitably, consistently and objectively be utilized to maintain KAEOP position internal
7 comparable worth and determine appropriate salary level placement;
- 8
- 9 • Pre-determined point ranges for position level placement;
- 10

11 **D.** The Reclassification Committee will submit a written determination explaining the basis of its
12 decision and, if applicable, its recommendation to the Assistant Superintendent for Human
13 Resources/Chief Talent Officer for approval. While the recommendation of the Reclassification
14 Committee is presumptively expected to be effective, nothing in this section is intended to
15 abrogate the management rights set forth in Section 2.1 of this Agreement, including the right
16 of management to designate the work to be performed by District employees or others and the
17 places and manner in which the work is to be performed.

18

19 **E.** Specifically, the District reserves the right, apart from the Reclassification Committee's
20 recommended/proposed action, to take steps to restructure or reorganize positions or job
21 classifications, or to instruct supervisors not to assign employees to perform task and duties
22 outside the scope of the essential job functions of the existing job description.

23

24 **F.** The Reclassification Committee will meet in June of each school year to review applications
25 for reclassification. Human Resources will notify all appropriate personnel of the outcome of
26 the reclassification process via e-mail.

27

28 **G.** The effective date of reclassification shall be September 1 of the subsequent work year. If, as a
29 result of the reclassification process, the position occupied by the employee is elevated to a
30 higher pay group level and Reclassification has confirmed that the employee has been
31 performing substantially all of the higher level work for at least twenty-four (24) months, step
32 placement on the higher salary level shall be on the same step as the employee had been on the
33 lower level prior to the reclassification. If the employee was performing the higher level duties
34 for less than twenty-four (24) months or had not been performing substantially all of the higher
35 level duties upon which the reclassification recommendation was based, then the employee
36 shall be placed based on the rules governing salary step placement upon promotion, as set forth
37 in Schedule A, Note 3.

38

39 ~~Notwithstanding the timelines referenced above for submitting applications for reclassification and for~~
40 ~~the Reclassification Committee to evaluate the application, for the 2012-13 school year the following~~
41 ~~timelines are effective:~~

- 42 ~~1. All reclassification applications received in Human Resources by December 21, 2012 shall be~~
43 ~~deemed valid for consideration.~~
- 44 ~~2. The Reclassification Committee shall meet and complete its review of the applications and~~
45 ~~submit its recommendations to the Assistant Superintendent for Human Resources/Chief Talent~~
46 ~~Officer for consideration no later than May 31, 2013.~~
- 47 ~~3. The Assistant Superintendent for Human Resources/Chief Talent Officer will review the~~
48 ~~recommendations and make a determination no later than June 21, 2013.~~

1 ~~4. All approved reclassification applications will be compensated retroactively to September 1,~~
2 ~~2012.~~

3
4 As of July 1, 2013, the immediate paragraph above will be deemed to be void and will no longer be
5 part of the Agreement.

6 7 ARTICLE XVII

8 9 TERM AND SEPARABILITY OF PROVISIONS

10
11 **Section 17.1.** The term of this Agreement shall be September 1, 2012-15, to August 31, 2015-18.

12
13 **Section 17.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement
14 notwithstanding its execution date, except as provided in Section 17.3, below.

15
16 **Section 17.3.** This Agreement may be reopened and modified at any time during its term upon mutual
17 consent of the parties in writing.

18
19 **Section 17.3.1.** During the above-specified reopener period, Section 18.1, No Strike Agreement, shall be
20 inoperative as a contractual agreement, but such inoperative status shall not be deemed a waiver of any
21 other legal rights or obligations of the parties.

22
23 **Section 17.3.2 Affordable Care Act (ACA).** If during the life of this Agreement, the application of the
24 ACA to the employer provided health insurance plans would cause such plans to become disqualified or
25 subject to taxes, fees or penalties, then either party may request the Agreement be reopened for the
26 purpose of addressing these matters.

27
28 **Section 17.4.** If any provision of this Agreement or the application of any such provision is held invalid,
29 the remainder of this Agreement shall not be affected.

30
31 **Section 17.5.** Neither party shall be compelled to comply to any provision of this Agreement which
32 conflicts with state or federal statutes or regulations.

33
34 **Section 17.6.** In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this
35 Agreement, such provision shall be renegotiated pursuant to 17.3, herein.

36
37 **Section 17.7.** The provisions of this Agreement are deemed to be separable to the extent that if any
38 application is found to be in conflict with an existing law, a court of competent jurisdiction, Attorney
39 General Opinion or Auditor's Report, the decision shall not affect the validity of the remaining provisions
40 of this Agreement, but the remaining provisions shall continue in full force and effect. In the event any
41 provision or provisions are determined to be in conflict, both parties shall meet within thirty (30) calendar
42 days for the purpose of renegotiations and Agreement on the invalidated provision or provisions.

43
44 **Section 17.8.** The District and the Association acknowledge that they have bargained with respect to all
45 terms and conditions of employment. The District and the Association acknowledge that their agreements
46 are fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of
47 employment is intended to be a waiver of the right to bargain with respect to the particular subject during
48 the term of this Agreement.

1
2
3 **ARTICLE XVIII**
4

5 **NO STRIKE AGREEMENT**
6

7 **Section 18.1.** There shall not be authorized any strike, slowdown or any other stoppage of work by the
8 Association regardless of whether an unfair labor practice is alleged. The District shall not lock out
9 employees covered by this Agreement. Should a strike, slowdown, or stoppage by the Association
10 members occur, the Association shall immediately instruct its members to return to work. If the
11 employees do not resume work as required by the Agreement immediately upon being so instructed, they
12 shall be subject to discipline, including discharge.
13

14 **Section 18.2.** An employee may without penalty refuse to cross a picket line if rare or unusual or
15 physical hazard is involved in proceeding to the work location.
16

17
18 **SIGNATURE PAGE**
19

20
21
22 ON BEHALF OF KENT ASSOCIATION
23 OF EDUCATIONAL OFFICE
24 PROFESSIONALS (KAEOP)
25

ON BEHALF OF KENT SCHOOL
DISTRICT

26
27 BY: signed by
28 Kathi Adderson, President
29 Judy Green, President
30

BY: signed by
Dr. R. Keith Beeman, Chief Talent Officer
Debra Hillary, Director of Labor Relations

31
32 DATE: _____
33

DATE: _____
34
35
36
37
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45
46
47

1
2

SCHEDULE D

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

Name _____ Employee # _____

School _____ Program _____

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

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

Employee's Signature

Date

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

Administrator's Signature

Date

PLEASE RETURN THE COMPLETED FORM TO HUMAN RESOURCES

1
2

Schedule A
Kent KAEOP
Effective September 1, 2015

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

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

Schedule A - Notes

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

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

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

- ◆ Prioritize incremental improvement to salary steps which are more than three percent (3%) below the average of peer districts based on the May, 2015 parity study.
- ◆ Continue to raise secretarial wages relative to compensation of certain other occupations.
- ◆ Continue to work on establishing reasonable differentials between steps and levels.

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

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

Note A-6: Reclassification Step Increment Placement. Salary step placement upon reclassification will be determined in accordance with Section 16.8. One-Time September 2013 Stipend: A \$40,000 pool will be created and equally divided between KAEOP employees, that were employed prior to January 1, 2013 and remain employed as of September 1, 2013, to a maximum of \$200 per KAEOP employee for a one-time only stipend to be paid on the September 30, 2013 pay warrant.

Schedule B

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

Effective September 1, 2015
2.5% Increase plus 3% State Approved Cost of Living (pass-through)
Plus 1.75% Longevity Premium

	STEPS	1	2	3	4
		Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
LEVEL 1					
Basic Office Support		<u>\$13.89</u>	<u>\$17.46</u>	<u>\$17.97</u>	<u>\$18.15</u>
LEVEL 2					
Counseling, Library, Attendance (secondary and elementary,		<u>\$17.38</u>	<u>\$18.93</u>	<u>\$19.50</u>	<u>\$19.68</u>
BECCA, Health Technician, Elementary Data Processor					
Special Services Student Information,					
Central Administration -General Office Support					
Level 3					
Accounting, Payroll, HS Registrar		<u>\$18.91</u>	<u>\$20.23</u>	<u>\$20.84</u>	<u>\$21.03</u>
Secondary ASB Bookkeeper					
Secondary Data Processor					
Central Administration					
Level 4					
Central Administration		<u>\$20.43</u>	<u>\$21.78</u>	<u>\$22.43</u>	<u>\$22.65</u>
Department Secretary					
Level 5					
Office Manager		<u>\$21.25</u>	<u>\$22.86</u>	<u>\$23.56</u>	<u>\$23.78</u>

Schedule B - Notes

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

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

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

Schedule C

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

Effective September 1, 2015

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

Plus 2% Longevity Premium (Total 3.75% Longevity Premium)

	STEPS	1	2	3	4
		Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
LEVEL 1					
Basic Office Support		<u>\$14.16</u>	<u>\$17.80</u>	<u>\$18.33</u>	<u>\$18.51</u>
LEVEL 2					
Counseling, Library, Attendance (secondary and elementary,		<u>\$17.73</u>	<u>\$19.30</u>	<u>\$19.88</u>	<u>\$20.08</u>
BECCA, Health Technician, Elementary Data Processor					
Special Services Student Information,					
Central Administration -General Office Support					
Level 3					
Accounting, Payroll, HS Registrar		<u>\$19.28</u>	<u>\$20.63</u>	<u>\$21.26</u>	<u>\$21.45</u>
Secondary ASB Bookkeeper					
Secondary Data Processor					
Central Administration					
Level 4					
Central Administration		<u>\$20.83</u>	<u>\$22.21</u>	<u>\$22.87</u>	<u>\$23.10</u>
Department Secretary					
Level 5					
Office Manager		<u>\$21.66</u>	<u>\$23.31</u>	<u>\$24.03</u>	<u>\$24.25</u>

Schedule C - Notes

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

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

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