

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**KENNEWICK SCHOOL DISTRICT #17**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON**  
**KENNEWICK (M&O) MAINTENANCE & OPERATIONS**

SEPTEMBER 1, 2017 - AUGUST 31, 2021



**Public School Employees of Washington/SEIU Local 1948**

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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

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

**Section 2.2.**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to matters of wages, hours and working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall not encourage or discourage membership in any employee organization, pursuant to the provisions of RCW 41-56-140.

**Section 3.2.**

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

**Section 3.3.**

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

**Section 3.4.**

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

1 **Section 3.5.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this  
3 Agreement on the basis of sex, race, creed, religion, color, marital status, national origin, age,  
4 honorably discharged veteran or military status, sexual orientation including gender expression or  
5 identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or  
6 service animal by a person with a disability in its programs and activities and provides equal access to  
7 the Boy Scouts and other designated youth groups.  
8

9 **Section 3.6.**

10 There will be one (1) personnel file per employee kept in the District Human Resource Office. Each  
11 employee shall receive a copy of all material placed in his or her personnel file within five (5) days of  
12 its insertion, and may review and copy the entire file upon request. All derogatory and disciplinary  
13 material shall be removed upon request two (2) years after its placement in the file. The provisions of  
14 this section shall not apply to annual evaluations. The employee shall have the right to respond, in  
15 writing, to all materials in the file and have such response become a part of the personnel file.  
16 Findings related to offenses against children may remain in the employee's personnel file for up to five  
17 (5) years. These offenses may include, but are not limited to those criminal offenses defined by  
18 Washington State Law, hitting, striking, slapping, inappropriate touching or caressing of a student or  
19 causing the student to suffer physical harm. The employee will have their due process rights after a  
20 reported incident, and therefore will have the chance to review and respond to any allegation prior to it  
21 being placed in their personnel file. However, no documents shall be placed in an employee's  
22 personnel file until the conclusion of the investigation.  
23

24 **Section 3.7.**

25 In the event formal investigatory interviews are to be conducted, or in disciplinary actions where  
26 formal, written charges are to be given to the employee, the District will give verbal or written notice  
27 twenty-four (24) hours prior to the meeting. This notification will include informing the employee that  
28 he/she will have the right to have a representative present at such meetings.  
29

30 **Section 3.8. Evaluations.**

31 Each employee will be evaluated once during the school year. The employee will be allowed to attach  
32 a written response to the evaluation at his/her option. The response will become part of the evaluation.  
33

34 Evaluation meetings will be conducted in private in a manner to commend performance or develop a  
35 plan for improvement. The employee will be given a copy of his/her evaluation at the time of the  
36 meeting. Written responses are due to the Human Resources Office no later than twenty (20)  
37 workdays from the date of the evaluation meeting.  
38  
39  
40

41 **ARTICLE IV**

42 **RIGHTS OF THE ASSOCIATION**

43  
44 **Section 4.1.**

45 The Association has the right and responsibility to represent the interest of all employees in the unit; to  
46 present its views to the District on matters concerning wages, hours and working conditions, and to  
47

1 enter collective negotiations with the object of reaching an agreement applicable to all employees  
2 within the bargaining unit.

3  
4 **Section 4.2.**

5 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
6 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
7 Articles contained herein. The Association is entitled to have an observer at formal hearings  
8 conducted by any District official or body arising out of grievance and to make known the  
9 Association's views concerning the case.

10  
11 **Section 4.3.**

12 The Association reserves and retains the right to delegate any right or duty contained herein to  
13 appropriate officials of the Public School Employees of Washington State Organization.

14  
15 **Section 4.4.**

16 The Superintendent of Schools or designee may grant absences, with pay, to classified employees to  
17 attend conferences, workshops and conventions when such meetings are related to the custodial,  
18 maintenance field.

19  
20 **Section 4.5.**

21 On or before the first (1<sup>st</sup>) day of November of each year during the term of this Agreement, the  
22 District shall provide Public School Employees of Washington with a seniority list including each  
23 employee in the bargaining unit. Additional copies shall be provided upon request. The Association  
24 shall have thirty (30) days to reconcile any errors or other problems on the seniority list.

25  
26 **Section 4.6.**

27 The Association field staff, upon making their presence known to the District, shall have access to the  
28 District premises during business hours, provided, that no conferences or meetings between employees  
29 and Association representatives will in any way hamper or obstruct the normal flow of work.

30  
31 **Section 4.7. Bulletin Boards.**

32 The District shall provide bulletin board space in each school for the use of the Association. The  
33 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
34 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
35 bulletins may not be posted. There shall be no other distribution or posting by employees or the  
36 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District  
37 property, other than herein provided. The Association may use District email to notify members of  
38 meetings and other notices.

39  
40 **Section 4.7.1.**

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

43  
44 **Section 4.7.2.**

45 An email notification shall be provided to the Chapter President and Chapter Secretary on all  
46 job openings and notices as soon as available. Notification of successful candidates for job  
47 openings will be provided to the President.

1 **Section 4.8.**

2 The District agrees to provide the following employee information in electronic format to the regional  
3 PSE office monthly:  
4

- 5 • Employee Name
  - 6 • Address
  - 7 • Phone Number
  - 8 • ID Number
  - 9 • Job Classification
  - 10 • Job Location
  - 11 • Hire Date
  - 12 • Regular Dues/Agency Fee/Religious Objector Status
- 13  
14

15 **ARTICLE V**

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

18  
19  
20 **Section 5.1.**

21 It is agreed and understood that matters appropriate for consultation and negotiation between the  
22 District and the Association are hours, wages, grievance procedures and general working conditions of  
23 employees in the bargaining unit subject to this Agreement.  
24

25 **Section 5.2.**

26 It is further agreed and understood that the District will consult and meet with the Association, upon its  
27 request, relative to any changes being considered in existing benefits, policies, practices and  
28 procedures applicable to the bargaining unit.  
29

30 **Section 5.3.**

31 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
32 the other party to advise, discuss or consult regarding matters concerning working conditions not  
33 covered by this Agreement.  
34

35 **Section 5.4.**

36 In the event a new job category is established, the wage rate shall be negotiated with PSE before it is  
37 implemented.  
38  
39  
40

41 **ARTICLE VI**

42  
43 **ASSOCIATION REPRESENTATION**

44  
45 **Section 6.1. Labor/Management Committee.**

46 The Labor/Management committee is designed to allow the parties to meet at mutually scheduled  
47 times to discuss appropriate matters that do not require negotiations. The purpose of this committee is

1 to mutually discuss and resolve appropriate matters. The committee shall consist of the Association  
2 President, Vice President, Secretary, & Treasurer and alternating Representatives chosen by the  
3 President. The committee shall also consist of the District Classified Human Resources Manager and  
4 management representatives chosen by the District. There shall be no more than nine (9) people per  
5 side. These committee meetings shall be conducted during working hours.

6  
7 **Section 6.1.1.**

8 The District will allow sufficient time during working hours for Association meetings  
9 scheduled with the Superintendent or his representatives in accordance with Section 6.1. if  
10 mutually agreed to. The District will provide suitable space to conduct such meetings.

11  
12 **Section 6.2.**

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

21  
22 **Section 6.2.1.**

23 Association representatives, when leaving their work, shall first obtain permission from their  
24 immediate supervisor. The employees will report their return to work to their immediate  
25 supervisors.

26  
27 **Section 6.2.2.**

28 Time during working hours may be allowed Association Representatives for attendance at  
29 meetings with the District. Time will be allowed for representatives to discuss grievances with  
30 involved employees. All employees must report to their supervisors before these meetings,  
31 formal or informal, take place during the work day.

32  
33 **Section 6.3.**

34 Up to six (6) bargaining unit members designated by the Union shall receive one (1) paid release day  
35 annually to attend the PSE Conference.

36  
37  
38 **ARTICLE VII**

39  
40 **HOURS OF WORK AND OVERTIME**

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42  
43 Facility related maintenance work or services that may be considered for outside contracting shall be  
44 discussed with the Maintenance and Operations Association Leadership prior to seeking bids. The  
45 Maintenance and Operations employees, through the Association Leadership, shall be given the  
46 opportunity to propose and consult with management on the means, methods and schedule for  
47 completion of the proposed work. In the event that the Maintenance and Operations employees'



1 proposal meets the requirements, schedule and budget, the District shall utilize in-district employees  
2 for the performance of the job. This section will comply with the terms of RCW 28A.335.190.  
3 regarding bidding out of school district facility work.  
4

5 The transfer of bargaining unit work to non- Kennewick M&O bargaining unit members shall not  
6 occur unless discussed and resolved between the parties prior to any transfer, and is limited to unusual  
7 or emergent situations.  
8

9 **Section 7.1.**

10 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
11 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an  
12 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive  
13 days of rest.  
14

15 **Section 7.1.1.**

16 For full-time employees, in the event the work year contains more than two hundred sixty (260)  
17 days, the District will provide a day's unpaid leave for each day above two hundred sixty (260)  
18 to be scheduled during the year. Employees will coordinate use of this leave with their  
19 immediate supervisors. Custodians will utilize non-school days. Substitutes will not be  
20 provided. These days will be requested on a leave request form and must be approved by the  
21 supervisor. All other employees may request these days on leave request forms and will take  
22 them as approved by the supervisor.  
23

24 **Section 7.2.**

25 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
26 changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.  
27

28 **Section 7.2.1.**

29 During winter, spring and summer breaks, swing shift, mid-shift and graveyard shift employees  
30 will work a regular day shift unless requested by the building administrator or department  
31 supervisor, to remain on the current shift. Employees may request to stay on swing, mid-shift  
32 or graveyard shift, and such request will be considered on a case by case basis. Approvals for  
33 these requests shall not be unreasonably withheld. Written notice of shift change would still  
34 occur in accordance with Section 7.2., other than regular shift changes that occur during breaks  
35 and summer.  
36

37 **Section 7.2.2.**

38 In the event of an unusual school closure, the District will make every effort to notify each  
39 employee through the media broadcast. Security employees who report for work will receive a  
40 minimum of two (2) hours pay at the base rate, however, no security employees will receive  
41 compensation if she/he has been notified prior to leaving his/her home. All employees, with the  
42 exception of security are essential employees and are expected to report to work as normal,  
43 unless otherwise directed by the supervisor.  
44

45 **Section 7.2.2.1. Security.**

46 If an employee's workday is of less time than regularly scheduled due to inclement  
47 weather or the like, the employee shall have one (1) of the following four (4) options:  
48

- A. The supervisor and the employee will mutually schedule the unworked hours.
- B. The employee may request debiting his/her vacation leave.
- C. The employee may accept a deduction of pay for the unworked hours.
- D. The employee may use emergency leave.

The employee will indicate the chosen option on Time-Card online by payroll cutoff for that work period. If the employee does not select one (1) of the options within three (3) business days, she/he will accept a deduction of pay as in C by the Payroll Secretary or Payroll.

**Section 7.2.3.**

Security personnel may work in the buildings on all early release days and the day before school with the administrator's or supervisor's approval.

**Section 7.3.**

Each regular permanent employee shall be assigned to a definite shift with designated times of beginning and ending, consisting of up to an eight (8) hour workday.

**Section 7.3.1.**

Shifts of five (5) hours or more shall have an unpaid, uninterrupted lunch break of one-half (1/2) hour duration unless special arrangements are made with the Manager.

**Section 7.3.2.**

All employees working four (4) hours or more shall receive a fifteen (15) minute break as near the middle of each half shift as is practicable.

**Section 7.3.3.**

Summer shifts may be altered.

**Section 7.4.**

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

**Section 7.5.**

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

**Section 7.6.**

Employees assigned to work in a position for more than ten (10) consecutive days that is regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification.

**Section 7.7. Overtime.**

Overtime assignments shall be distributed in accordance with the seniority provisions on a building or departmental basis as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally,

1 employees designated to work overtime on days outside their regular workweek will be advised of the  
2 possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime  
3 commences.  
4

5 When overtime work is available, that work will be offered to the most senior employee in the  
6 individual job classification, at the work site. If the most senior employee refused the work, it will be  
7 offered to the next senior, etc. If no one agrees to do the work, the least senior may be assigned.  
8

### 9 **Non-Classification Overtime List**

10 If no one within the individual classification agrees to do the overtime work, qualified employees  
11 outside the classification can be utilized on a seniority basis. Qualifications will be determined by the  
12 supervisor on a case-by-case basis. Employees requesting to be considered for this work must sign the  
13 overtime list and be available to work within any-classification. Overtime will be paid at the rate of the  
14 classification within which the employee is working overtime. A sign-up sheet for overtime work will  
15 be available in the Maintenance Manager's Office. Employees must sign the OT list by September  
16 15<sup>th</sup> and February 15<sup>th</sup> annually to be considered for OT work. Any employee, who signs the OT list  
17 after September 15<sup>th</sup>, will be eligible for the OT call list effective February 15<sup>th</sup>.  
18

19 An employee who signs the overtime list, but refuses to accept overtime work three (3) times in  
20 succession will be placed at the bottom of the non-classification overtime list for the remainder of that  
21 sign-up period. Any refusals must be made by the employee. A no contact does not constitute a  
22 refusal.  
23

#### 24 **Section 7.7.1.**

25 All hours worked in excess of eight (8) hours per day or forty (40) hours per week for full-time  
26 employees shall be compensated at the rate of one and one-half (1½) times the employee's base  
27 pay. Anyone working four (4) ten-hour shifts shall receive overtime pay after the tenth (10th)  
28 hour in one day.  
29

#### 30 **Section 7.7.1.1.**

31 Compensatory time may, at the employee's option, be taken in lieu of overtime pay, as  
32 long as the work is being performed within the employee's general job classification.  
33 (See Section 7.7.). Employees who work additional time or overtime to cover building  
34 use by outside vendors/renters or work outside their general job classification will be  
35 paid time only. Compensatory time will not be approved.  
36

37 Compensatory time shall be computed at one and one-half (1½) times the overtime  
38 hours worked. Employees who earn, but are unable to use compensatory time, shall be  
39 compensated in accordance with Section 7.7.1 above within sixty (60) days of inability  
40 to use compensatory time.  
41

#### 42 **Section 7.7.1.2.**

43 When a holiday falls within the week all hours will be compensated as hours worked.  
44

#### 45 **Section 7.7.2.**

46 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and  
47 one-half (1½) times the employee's base pay.  
48



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

**Section 8.1.1. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday or on authorized paid leave (sick leave may require a doctor's note upon request of the supervisor) and are not on leave of absence as defined in Section 9.7., shall be eligible for pay for such unworked holiday. When holidays fall on a Saturday or Sunday, the District may designate either the preceding Friday or the succeeding Monday as a holiday.

**Section 8.1.2. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive at the following rate:

Hourly rate x two (2).

**Section 8.1.3. Holidays During Vacation.**

Should a holiday occur while an employee is on approved vacation leave, the employee shall receive the holiday pay.

**Section 8.1.3.1.**

Less than two-hundred and sixty (260) day employees shall use vacation on non-school attendance days, winter break, spring break, or summer vacation. Vacation may be granted by the supervisor on a limited case-by-case basis.

**Section 8.2. Vacations.**

All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours worked during the anniversary year. Such vacation shall be earned, vested, and used by the anniversary date. Ten (10) days of vacation may be carried over, a maximum of ninety (90) days, with the written approval of the supervisor. Up to five (5) days of unused vacation may be cashed out in a year. Two hundred and sixty (260) day employees may bank up to forty (40) hours per year to a maximum of two hundred and forty (240) hours to cash out at separation at current hourly rate; or to utilize for a documented medical emergency once all other available leave is utilized.

**Section 8.2.1.**

All employees on the regular payroll shall receive ten (10) workdays paid vacation annually. On completion of five (5) consecutive years of service, an employee shall receive one (1) additional day paid vacation. For each additional year of service thereafter, an employee shall receive one (1) additional day up to a maximum of twenty-one (21) days.

**Section 8.2.1.1.**

In computing vacation credit, every regular workday from which an employee is absent due to a holiday, or compensated leave, the hours of the employee's normal work shift

1 shall be credited as if worked. Eleven (11) days worked in a month will constitute a  
2 month's credit toward vacation.

3  
4 **Section 8.2.1.1.1.**

5 Less than two-hundred and sixty (260) day employees (i.e., security guards) will  
6 receive ten (10) workdays annually as per the following formula: Nine/twelve-  
7 month (9/12), or seventy-five percent (75%) x ten (10) days times average hours  
8 worked per day in the previous year. Ten (10) month employees will be  
9 prorated at ten/twelve-months (10/12) or eighty-three percent (83%). Eleven  
10 (11) days worked in any one calendar month shall count for a month in vacation  
11 credit.

12  
13 **Section 8.2.2.**

14 Time on layoff and time on authorized leave of absence will be counted as continuous service  
15 for the purpose of establishing and retaining eligibility dates, however, vacation shall not  
16 accrue.

17  
18 **Section 8.2.3.**

19 Vacation shall be awarded in accordance with Section 10.7. and other leave provisions within  
20 this agreement.

21  
22 **Section 8.2.3.1.**

23 Requests for vacation must be in writing and provided to the supervisor in advance.  
24 The vacation will not be considered approved until the employee has received written  
25 approval from the supervisor. Requests for vacation must be submitted on the District  
26 required form.

27  
28 **Section 8.2.4.**

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

31  
32 **Section 8.2.5.**

33 Security personnel may cash out vacation leave on non-school attendance days, winter and  
34 spring break or summer vacation, provided however, that requests for vacation leave may be  
35 approved at other times as mutually agreed between the employee and the employee's  
36 supervisor. Vacation time for security personnel will be calculated at the end of each year  
37 based on hours worked during that school year for use or cash out the following year.

38  
39 **Section 8.3. Annual Leave Sharing.**

40 As per RCW 41.04.665., employees may donate accumulated annual leave to a fellow employee who  
41 is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition  
42 which has cause or is likely to cause the employee to take leave without pay or terminate his/her  
43 employment.

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**ARTICLE IX**

**LEAVES**

**Section 9.1. Leave for Illness, Injury and Emergency.**

**Section 9.1.1.**

Each regular, permanent employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no regular, permanent employee shall accumulate less than ten (10) days of sick leave per school year. A regular permanent employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to the maximum allowable according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

In no case will an employee's vacation be debited without the express notification to the employee.

Sick leave will be granted in accordance with applicable laws. A physician's statement of illness may be required upon the request of the Superintendent or designee, or supervisor/principal under the following situations:

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

**Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) 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 (1) day's monetary compensation.

**Section 9.1.1.2.**

At the time of separation from school district employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for illness or injury. All cash-out remuneration shall be at the employee's current salary rate, at the

1 time of cash-out. This section shall be in accordance with all applicable laws, rules and  
2 regulations. In lieu of termination for unused leave for illness or injury, the district  
3 agrees to bargain annually upon request with regard to available VEBA programs. The  
4 employer will follow all RCW's and WAC's established by the Department of  
5 Retirement.

6  
7 **Section 9.1.2.**

8 In the event employees are absent for reasons which are covered by Industrial Insurance, the  
9 District shall pay the employee an amount equal to the difference between the amount paid the  
10 employee by the Department of Labor and Industries and the amount the employee would  
11 normally earn. This deduction shall be made from the employee's accumulated sick leave in  
12 accordance with the amount paid to the employee by the District.

13  
14 **Section 9.1.3.**

15 Employees who have accrued sick leave while employed by another public school district in  
16 the State of Washington shall be given credit for such accrued sick leave upon employment by  
17 the District.

18  
19 **Section 9.2. Bereavement Leave.**

20 One (1) to five (5) days in succession will be granted by the supervisor without deduction in pay for  
21 bereavement leave when such absence is occasioned by the death of a relative. Additional days in  
22 excess of the five (5) bereavement days may be requested shall there be extenuating circumstances, as  
23 related to an immediate family member. Additional leave shall be deducted from vacation or personal  
24 leave if approved by Human Resources. Relative is to include domestic partner and family of  
25 domestic partner. The number of days granted shall be determined between the employee and  
26 supervisor. Employees shall be entitled to up to one (1) day with pay to attend the funeral of a friend.  
27 An official death notice, funeral notice or program may be requested by Supervisor upon the  
28 employee's return.

29  
30 **Section 9.2.1. Family Illness Leave.**

31 Family illness leave shall be granted when needed and shall be deducted from leave granted in  
32 Section 9.1.1, and in accordance with all applicable laws and regulations.

33  
34 **Section 9.2.1.1. Family Medical Leave Act.**

35 The District shall allow employees who are eligible under the provisions of the Family  
36 Medical Leave Act to use employee granted leave pursuant to RCW Chapter 49.78.  
37 (Washington Family Leave Act) or under the Family Medical Leave Act, which ever  
38 affords the greater leave. Notwithstanding the provisions of the Federal Family and  
39 Medical Leave Act (FMLA), the employer agrees to apply the provisions of that Act to  
40 all employees in the bargaining unit who worked 1100 hours or more in the previous  
41 twelve (12) months and meet the other eligibility requirements contained in the FMLA.

42  
43 **Section 9.3. Emergency and Personal Leave.**

44  
45 **Section 9.3.1. Emergency Leave.**

46 Upon approval by their supervisors, employees will be granted emergency leave. Whenever  
47 possible, in the case of absence due to illness, accident or emergency, an employee will notify  
48 his or her immediate supervisor or designee prior to the start of the employee's shift, if



1 applicable. If emergency leave is needed after the start of the shift the employee will notify the  
2 Supervisor immediately. For purposes of this leave, an emergency is defined as a problem that  
3 was suddenly precipitated, was of such a nature that preplanning was not possible, or where  
4 preplanning could not relieve the necessity for the employee's absence. Emergency leave is  
5 deducted from sick leave.  
6

7 **Section 9.3.2. Personal Leave.**

8 Each employee shall be granted annually three (3) days of personal leave discrete from sick  
9 leave. An employee may accrue up to a maximum of four (4) days of unused personal leave, or  
10 may cash out a maximum of two (2) days of unused leave at current rate of pay in August or  
11 may roll unused leave one-hundred percent (100%) into the employee's sick leave bank, as  
12 long as the sick leave does not exceed a total accrual of twelve (12) days per year. The  
13 appropriate district form must be completed and turned into payroll by July 31<sup>st</sup> of each year.  
14 Notification, whenever possible, will be scheduled with the Immediate Supervisor in advance.  
15

16 **Section 9.4. Maternity Leave.**

17 Upon application therefore, by an employee subject to this Agreement, the District shall grant  
18 maternity leave. Such leave shall commence at such time as the employee, and her medical advisor,  
19 deem necessary. The District may require medical certification. Employees granted maternity leave  
20 must return to work not later than sixty (60) workdays following termination of pregnancy. Employees  
21 granted maternity leave will use sick leave in accordance with sick leave provisions. After exhaustion  
22 of the sixty (60) workdays, such employees may be granted a maternity leave of absence.  
23

24 **Section 9.5. Parental Leave.**

25 A parent who does not qualify for maternity leave, shall upon request, be granted up to five (5) days of  
26 leave, on or about the date of the birth of the child. Such leave shall be deducted from that  
27 accumulated leave pursuant to Section 9.1.1. Additionally, a non-birth parent may request a leave of  
28 absence for parental leave under any applicable rules, policies, provisions or laws that may apply. Sick  
29 leave shall be deducted from sick leave accumulated pursuant to 9.1.1. above.  
30

31 **Section 9.6. Judicial Leave.**

32 In the event an employee is required to serve as a juror, or appear as a witness in court, or is named as  
33 a codefendant with the District, such employee shall receive a normal day's pay for each day of  
34 required presence in court; provided, however, that any compensation received for such service shall  
35 be retained by the employee. In the event that an employee is summoned as a party in a court action,  
36 such employee may receive an unpaid leave of absence, take vacation time, or personal leave if  
37 available. The form of leave shall be with supervisor's approval.  
38

39 If day shift employee is dismissed from jury selection, or if an employee is dismissed from jury duty  
40 after serving three (3) hours or less, that employee will notify their immediate supervisor of their  
41 availability to return to work. Swing and night shift workers are not expected to work their eight (8)  
42 hour shifts if they have served three (3) hours or more on jury duty. However, if a swing or night shift  
43 employees spends three (3) hours or less at jury duty, they will be expected to work the hours  
44 remaining on their regular shift (ex: Jury Duty two and a half (2.5) hours, work five and a half hours  
45 (5.5).  
46

47 Each employee called to jury duty is required to obtain documentation from the court which indicates  
48 the time they were released each day. This must be provided to the Supervisor.

1 **Section 9.7. Leave of Absence.**  
2

3 **Section 9.7.1. Personal Leave of Absence.**

4 Upon recommendation of the Immediate Supervisor through administrative channels to the  
5 Superintendent, and upon approval of the District, an employee may be granted a personal  
6 leave of absence for a period not to exceed one (1) year without loss of seniority and with the  
7 provision that the employee release their position for posting. This leave may be granted for  
8 family and personal reasons. It shall be cancelled if the employee pursues and/or is granted  
9 other employment during this time. However, employees who may have second (2<sup>nd</sup>) jobs prior  
10 to a request for a Leave of Absence will not risk voiding an approved Leave of Absence.  
11

12 Employees approved to take a personal leave of less than ninety (90) consecutive days will  
13 retain their position and a substitute will be provided if necessary.  
14

15 **Section 9.7.2.**

16  
17 **Workers Compensation (L & I) or Medical Leave of Absence.**

18 When an employee is anticipated to be on extended leave of less than ninety (90) consecutive  
19 workdays for documented medical reasons the temporarily vacated position will be filled by a  
20 substitute employee, if a need exists.  
21

22 When an employee is anticipated to be on an extended leave of more than ninety (90)  
23 consecutive days and up to fifteen (15) calendar months, the position will be posted as  
24 temporary in accordance with Section 10.8.1. for up to fifteen (15) calendar months, inclusive  
25 of the initial date of absence.  
26

27 If it is known through medical documentation or the employee's self-report that the medical  
28 leave will exceed fifteen (15) calendar months inclusive of FMLA and paid sick leave, their  
29 position will be posted as a continuing position. If the District has received medical notification  
30 that the employee will no longer be able to perform the essential functions of the position, and  
31 after discussion with the employee, the District has determined that no reasonable  
32 accommodation can be made, the position will be posted as a continuing position. The  
33 employee may remain on a leave of absence and will be eligible to bid on available positions,  
34 for which they are qualified or will be placed in a position in accordance with Section 9.7.2.,  
35 when released to return to work. Employees shall retain their seniority date during this period  
36 for up to two (2) years from the initial date of leave.

37 The returning employee will be assigned to a comparable position if available to the position  
38 occupied before the leave of absence. An employee returning from a Leave of Absence defined  
39 under Section 9.7.1. or lay-off as defined under Article X without an established position will  
40 be placed in a substitute or temporary position until a successful bid on an available position  
41 takes place. During this time, the employee will be paid at the wage of the position he/she is  
42 substituting in; but at the Step they were on prior to the Leave of Absence/Layoff, and will not  
43 receive other benefits, but may continue COBRA (insurance) payment. Seniority will continue  
44 as defined in Section 10.5.  
45

46 **Section 9.7.3.**

47 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
48 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while

1 the employee is on leave of absence; provided, however, that if such leave is approved for  
2 extended illness or injury, seniority shall accrue.  
3  
4

## 5 6 **ARTICLE X**

### 7 8 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

#### 9 10 **Section 10.1.**

11 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
12 employee began continuous daily employment within the Kennewick Maintenance and Operations  
13 Unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. In the event of  
14 a tie in seniority dates, the application date shall be the governing date.  
15

#### 16 **Section 10.2.**

17  
18 **New Employees on probation** - Each new hire shall remain in a probationary status for a period of not  
19 more than six (6) calendar months following the hire date. During this probationary period the District  
20 may discharge such employee at its discretion. Probationary employees will remain in their original  
21 job assignment for the entire six (6) month probationary period.  
22

23 **Continuing Employees** - Once employees have completed their probationary period, they will be  
24 required to remain in any new position for six (6) months following their transfer date, unless there is a  
25 monetary gain, or it is a transfer to a shift that is more beneficial to the employee.  
26

27 However, in the event that extenuating circumstances exist, the District and the Association will  
28 consider the situation on a case by case basis. Any employee, who moves to a new position prior to  
29 their annual evaluation, will be evaluated on the position they are leaving.  
30

#### 31 **Section 10.2.1.**

32 Each probationary employee shall be evaluated by his or her Immediate Supervisor before the  
33 end of the probationary period. At any time during probation, management may discharge a  
34 probationary employee at its discretion. The District shall make every attempt to notify the  
35 president of such action prior to the action taking effect.  
36

#### 37 **Section 10.3.**

38 Probationary employees are considered bargaining unit employees subject to all rights and terms  
39 contained herein beginning with their first (1<sup>st</sup>) day of employment, subject to the terms of Section  
40 10.2. and Section 10.2.1.  
41

#### 42 **Section 10.4.**

43 The seniority rights of an employee shall be lost for the following reasons:  
44

- 45 A. Resignation;
  - 46 B. Discharge for justifiable cause; or
  - 47 C. Retirement.
- 48

1 **Section 10.5.**

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

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
  - 5 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
  - 6 United States;
  - 7 C. Time spent on other authorized leaves; or
  - 8 D. Time spent in layoff status as hereinafter provided.
- 9

10 **Section 10.6.**

11 Seniority rights shall be effective within the bargaining unit unless otherwise stated.

12

13 **Section 10.7.**

14 The employee with the earliest seniority date shall have absolute preferential rights regarding shift  
15 selection and vacation periods. The employee with the earliest seniority date shall have preferential  
16 rights regarding promotions, assignment to new or open jobs or positions, and layoffs. If the District  
17 determines that seniority rights should not govern because a junior employee, or outside candidate  
18 possesses qualifications substantially greater than a senior employee or senior employees, the District  
19 shall set forth in writing to the employee or employees and the organization's grievance committee  
20 chairperson its reasons why the senior employee or employees have been bypassed.

21

22 **Section 10.7.1.**

23 Full time and regular employees who bid on and are awarded a position in a classification  
24 outside their current classification or a Lead position in accordance with Section 10.7., shall be  
25 considered to be in a qualification period not to exceed sixty (60) workdays, with the right to  
26 return to his/her previous position. During this period, the employee will be evaluated and/or  
27 trained in the skills and requirements of the new position. A substitute employee shall be  
28 assigned to fill such employee's former position during the qualification period if necessary.  
29 An employee may voluntarily request to return to his/her former position or may be returned to  
30 his/her former position if found to be deficient in the skills of the position during the  
31 qualification period. Any decision to return an employee to his/her former position will be  
32 made by the sixtieth (60<sup>th</sup>) workday.

33

34 Employees who apply for and are awarded the General Laborer position will only have sixty  
35 (60) workdays to return to their former position, regardless of the six (6) month qualification  
36 period per Section 13.3. Return rights after the sixty (60) workdays will be adhered to as per  
37 Section 13.3.

38

39 **Section 10.8.**

40 With the exception of 10.7.1., the District shall post all new or vacant positions within ten (10)  
41 workdays of the creation of such openings. All open positions shall be posted at each building in  
42 designated areas or placed in Job posting notebooks. Posting at Maintenance and Transportation shall  
43 be posted in the Mechanics area, the Maintenance office area, and the Warehouse. A copy of each  
44 posting shall be provided to the Chapter President. All postings shall be publicized for five (5)  
45 workdays, at the above noted sites, before the opening is filled.

46

1 **Section 10.8.1. Temporarily Vacated Positions.**

2 Regular positions which are known to be vacated for less than ninety (90) consecutive  
3 workdays shall be filled by a substitute. If the vacated position is of a higher paid position or  
4 classification, the most senior employee at the location and within the general job classification  
5 of the vacancy will get the right of first (1<sup>st</sup>) refusal to take the position and will be paid at the  
6 higher position or classification differential. If the most senior employee refuses the offer, the  
7 next senior employee will be offered the temporary position, and so on. A continuing employee  
8 affected by a temporary move will return to their former position and rate of pay when the  
9 temporary position has expired.

10  
11 New, or temporary, or substitute employees who are assigned to a temporary position will earn  
12 seniority, wages, and other leave and benefits appropriate to the position in accordance with  
13 this agreement after ninety (90) consecutive workdays. Consecutive days are to be defined as  
14 continuous work days with no break in time.

15  
16 **Section 10.8.1.1.**

17 Summer temporary labor positions such as warehouse labor or general labor will be  
18 considered non-bargaining unit positions (temporary or less than ninety (90) days) and  
19 will be paid at the substitute custodian rate. Eligible current senior employees will not  
20 have preferential seniority rights. Contractual posting and hiring requirements do not  
21 apply to these positions as they are temporary (less than ninety (90) days) in nature.  
22 Building employees shall have first right of refusal to hours available in building or site  
23 if bargaining unit employees are less than eight (8) hours at their normal rate of pay.

24  
25 **Section 10.9.**

26 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
27 District according to layoff ranking. Such employees are to have priority in open and new positions  
28 over junior employees and outside hires, if they meet the minimum qualifications. Names shall remain  
29 on the reemployment list for two (2) years. Employees must actively apply for comparable open  
30 positions during this time period to remain eligible for reemployment. Employees in lay-off will be  
31 placed on the substitute list and paid at probation rate.

32  
33 **Section 10.10.**

34 Employees on layoff status shall file their addresses in writing with the Human Resources office of the  
35 District and shall thereafter within ten (10) workdays advise the District in writing of any change of  
36 address. Employees must also contact the Human Resources Office every forty-five (45) calendar  
37 days to provide updated information regarding their employment status and desire to maintain  
38 employment.

39  
40 **Section 10.11.**

41 An employee shall forfeit rights to reemployment as provided in Section 10.9. if the employee does not  
42 comply with the requirements of Section 10.10., or if the employee does not respond to the offer of  
43 reemployment within fifteen (15) days.

44  
45 **Section 10.12.**

46 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
47 accrued benefits; provided, that such employee is offered a position substantially equal to that held  
48 prior to layoff.

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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. The parties agree that a policy of progressive discipline will be used when applicable. Progressive discipline shall consist of a verbal warning, written reprimand, suspension without pay and ultimately to discharge. Suspension with pay can be used during a period of investigation.

**Section 11.1.1.**

In the event a formal investigatory interview will be conducted, the District will provide twenty-four (24) hour written notification of the meeting and the topic of discussion to both the employee and the Association President.

Disciplinary meetings will be held at a separate time. Twenty-four (24) hour written notice will be given to the employee and the Association President prior to the disciplinary meeting.

In situations which require an immediate response of the supervisor, where there is reasonable suspicion of a legal or safety issue, the supervisor will not be expected to provide twenty-four (24) hour written notice of an investigation.

**Section 11.2.**

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of intention to layoff.

**Section 11.3. Notification to Less Than 12-Month Employees.**

This Section is intended to be applicable to employees who are hired for less than twelve (12) months per year, excluding vacations and other leaves.

**Section 11.3.1.**

Should the District discharge or lay off any employees hired for less than twelve (12) months, she/he shall be notified in writing prior to the end of the school year.

**Section 11.3.2.**

Nothing contained in this Section shall limit the operation of other sections of this Article.

**Section 11.3.3.**

Nothing in this Section will limit the Employer's right to terminate for cause.

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**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1.**

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

**Section 12.2. Contributions.**

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

**Section 12.3. Eligibility.**

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

**Section 12.4. Continuing Eligibility.**

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

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

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

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

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

The District Payroll/Benefits Office will notify employees of all their options prior to cancellation of any insurance benefits.

Health care plans are available for individual employees in addition to themselves; individual employees may also cover their spouses, domestic partners and/or families. Registered domestic partners as defined by the State of Washington (RCW 26.60.030) shall be eligible for all insurance

1 benefits/leaves, in the same manner as spouses, under the terms of this agreement. This includes  
2 partners of the same sex, and partners of the opposite sex when at least one partner is sixty-two (62)  
3 years of age or older.  
4

5 **Section 12.5. Leave of Absence.**

6 Those employees who are on approved (unpaid) leave of absences in accordance with Article IX,  
7 Section 9.7.1., and who do not continue their insurance during their leave of absence (self-pay) may  
8 reinstate insurance benefits upon the conclusion of their leave of absence.  
9

10 **Section 12.6. Less than Twelve (12) Months Coverage.**

11 For those employees whose work year may be less than twelve (12) months, insurance coverage shall  
12 continue for twelve (12) months, provided, however, that the employee continues to meet the  
13 eligibility requirements, and has not terminated from District employment.  
14

15 **Section 12.7. Distribution of Allocations.**

- 16 1. Mandatory benefits for each employee includes dental and vision programs, and requires the  
17 participation of each eligible employee. This amount is deducted from the state allocation  
18 based on FTE for each employee.
- 19 2. Each employee will make his/her selection of optional benefits under the insurance program  
20 provided herein.
- 21 3. Remaining funds, if any exist, will be placed into a pool.
- 22 4. Additionally, the KSD will contribute monies equal to the unit FTE percentage of one-hundred  
23 thousand (\$100,000.00) dollars annually towards the pool.
- 24 5. Fifty thousand (\$50,000.00) dollars distributed by need.  
25

26 The pool shall be distributed as follows:

- 27 1. The District will pay seventy-five percent (75%) of the HCA monthly. Remaining funds, if any  
28 exist, will be distributed to help reduce out-of-pocket costs. The funds shall be distributed by  
29 FTE allocation until all funds are exhausted.
- 30 2. The KSD will contribute an additional forty-eight thousand (\$48,000.00) dollars to cover out of  
31 pocket insurance costs only.  
32  
33

34 **Section 12.8. Enrollment/Mid-Year Changes Employee Coverage.**

35 The enrollment period shall begin September 1<sup>st</sup> of each year and continue for thirty (30) days and  
36 shall be completed by the last business day in September. If September 30<sup>th</sup> falls on a weekend, all  
37 enrollment must be completed by the close of business day the Monday immediately following.  
38

39 Once enrollment is completed, and employees have selected their medical coverage plan, from the  
40 plans provided herein, there shall be no additions or deletions to the selected medical coverage plans  
41 outside of the enrollment period except for reasons associated with family status changes (defined as:  
42 birth/adoption of a child, death, marriage or divorce) or loss of employment status, or a change in the  
43 spouse's employment status which causes a gain, loss or reduction of insurance coverage. Provided,  
44 however, that employees may be eligible to cancel their optional medical coverage, in its entirety, after  
45 consultation with the KSD Benefits Specialist. (Mandatory benefits may not be cancelled).  
46

47 Those employees opting to cancel their medical coverage, in its entirety, will not be eligible to receive  
48 coverage until the next open enrollment period. In the event the employee cancels his/her medical





1 All plans shall be determined mutually by the District and Association.

2

3 **Section 12.14. Benefits - Contracts.**

4 RCW 28A.400.275. Employee Benefits-Contracts. Any contract for employee benefits executed after  
5 April 13, 1990, between a school district and a benefit provider or employee bargaining unit is null and  
6 void unless it contains an agreement to abide by state laws relating to school district employee  
7 benefits. The term of the contract may not exceed one (1) year.

8

9 **Section 12.15.**

10 The District shall provide liability coverage for all employees subject to this Agreement.

11

12 **Section 12.16.**

13 Pursuant to current and prevailing statute, the District shall make required contributions for Industrial  
14 Insurance and unemployment insurance on behalf of all employees subject to this Agreement.

15

16 **Section 12.17.**

17 In determining whether an employee subject to this Agreement is eligible for participation in the  
18 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
19 whether straight time, overtime, or otherwise.

20

21 **Section 12.18.**

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

25

26 **Section 12.19. Personal Property Damage.**

27 In the event an employee's personal property is damaged or stolen in the course of performing school  
28 district business, the following provisions apply:

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

32

- 33 1. The limit of liability for any one (1) occurrence shall be two-hundred and fifty dollars  
34 (\$250.00) per claim. Reimbursement can be requested for the cost of repair or replacement. If  
35 an item is damaged beyond repair, actual value at the time of the damage may be claimed.
- 36 2. Items under twenty-five dollars (\$25.00) will not be subject to claim pursuant to this section.
- 37 3. Requests for reimbursement shall be made on the District Property Loss\Damage form and  
38 submitted to the business office.
- 39 4. Employees eligible for reimbursement under this provision shall register personal property with  
40 the District Manager of Maintenance and Operations.

41

42 The District shall reimburse up to five-hundred dollars (\$500.00) per incident, per employee, for  
43 damage caused by verified vandalism to the employee's vehicle, sustained during the course of  
44 employment. The employee must exhaust his\her own insurance recovery possibilities before being  
45 eligible for reimbursement from the District. If the employee does not have insurance coverage,  
46 reimbursement shall not exceed five-hundred dollars (\$500.00). Payment will be made after the  
47 employee has provided documentation of his\her expenditure and of submission to the employees' own  
48 insurance carrier.

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**ARTICLE XIII**

**VOCATIONAL TRAINING**

**Section 13.1.**

Employees required by the District to attend training courses as a condition of employment, shall be compensated at the appropriate hourly rate for all time in attendance, plus expenses. This will also include requested courses or workshops, approved by the District that the employee might attend for professional improvement. An employee may request clock hours in lieu of payment for non-mandatory training.

**Section 13.2. Cross Training.**

In an ongoing and collaborative effort between KSD and PSE to reflect growth and opportunity for M&O members within individual classifications, as well as lateral movement across classifications, the General Laborer and classification specific Laborer positions were created as a cross training mechanism.

When the District determines that there are enough skilled Journeymen and Workers throughout General Job Classifications to support a new General Laborer pool, one (1) or more General Laborer positions will be posted.

The Building and Grounds Manager will select candidates to be interviewed for the General Laborer position and follow Section 10.7. of the Collective Bargaining Agreement when hiring. The successful applicant(s) will be given the opportunity to work within different job classifications to determine basic aptitude and ability. The term of this qualification period will not exceed six (6) months.

As per Section 10.7.1. the General Laborer or Building and Grounds Manager may elect to return the employee to their previously held position.

At the end of the six (6) month period, the Building and Grounds Manager, will meet with the General Laborer to discuss overall performance and observations and receive the General Laborer's feedback on their experience. The General Laborer may request to have a PSE Representative present at the meeting. At the conclusion of this meeting, and at the sole discretion of the Building and Grounds Manager the General Laborer will have their status changed to one (1) of the following:

- 1) Placement into a classification specific Laborer position for targeted training, based on District need and the aptitude of the employee.
- 2) Extension of their qualification period for further evaluation for permanent placement, not to exceed an additional thirty (30) calendar days.
- 3) Return to their original classification as a substitute in accordance with Section 9.7.2.
- 4) Apply for available positions for which they are qualified within the original classification.
- 5) Remain in the General Laborer status as a permanent position. No more than two (2) General Laborer positions may remain permanent at any one (1) time.

1 The Building and Grounds Manager will make the determination on whether an employee has  
2 developed sufficient skills and ability to work independently as a laborer within the classification to  
3 which he/she is assigned, and may elect to move the employee to "worker" status within the  
4 classification. This decision is independent of whether or not a vacancy exists within the  
5 classification. The Building and Grounds Manager shall notify the PSE President of this determination.  
6

7 The General Laborer, or PSE on their behalf, can request a move to a "Worker" status following the  
8 provisions and requirements of the Classification Committee language in the CBA as per Section 13.6.  
9

10 The General Laborer ranks cannot exceed five (5) positions without further corroboration between the  
11 parties. KSD is under no obligation to retain that number when determining and maintaining staffing  
12 levels.  
13

14 Once the classification specific laborer has been effectively moved to "Worker" status in either  
15 Structural, Mechanical, Grounds or Warehouse, the Building and Grounds Manager, based on current  
16 staffing and needs of the KSD, at their sole discretion, may advertise for another General Laborer  
17 vacancy and start this process anew.  
18

### 19 **Section 13.3.**

20 The District will provide up to three-thousand (\$3,000.00) dollars per year for professional staff  
21 development (workshops, seminars, etc.). The specific expenditure of these funds will be determined  
22 jointly by a committee consisting of the Classified Human Resources Manager or designee, the M&O  
23 Manager and three Association members.  
24

25 During the first (1<sup>st</sup>) year of this contract, the committee will meet to determine a fair and equitable  
26 procedure for determining the use of this money.  
27

28 If the funds are not expended, they shall be rolled into the next year's allocation, to a maximum six-  
29 thousand (\$6000.00) dollars.  
30

### 31 **Section 13.4. Classification Review Committee.**

32 An employee requesting a review for a status upgrade within their General Job Classification must  
33 submit in writing such request to the Association President and the Classified Human Resources  
34 Manager. This request must include, at a minimum, the following:  
35

- 36 1. Written justification for status or position classification change.
- 37 2. List of currently assigned duties and any substantial permanent changes in those duties that  
38 differ from their job description at the time of hire.
- 39 3. List of all training (include certificates, degrees etc.) which would substantiate employee's  
40 request.  
41

42 After such submission, a meeting shall be convened of the Classification Review Committee to review  
43 all documents. The committee shall consist of the Association President, the Classified Human  
44 Resources Manager, the employee's supervisor, as well as an equal number of Association  
45 Representatives (appointed by the Association) and an equal number of District Administrators  
46 (appointed by the District). It shall be the function of this committee to define the tasks and training  
47 necessary to perform job functions and to determine if position reclassification is warranted. The

1 process of the Committee shall be mutually agreed upon by the committee members within these  
2 guidelines.

3  
4 **Section 13.5. Classification Review Committee Rules & Process.**

5 In order to be reclassified the employee and the District must define the tasks and training necessary to  
6 perform job function and present this information to a committee composed of union representatives  
7 and District administrators. Recommendations will be presented concurrently to the union and the  
8 District Human Resources Office for consideration.

9  
10 The employees requesting a review by the Classification Review Committee must be able to  
11 demonstrate that they have gained technical expertise in their position either through education or  
12 certification or experience or that they are performing duties of an existing higher classification.

13  
14 Reclassification requests will be reviewed by a Classification Review Committee. The Association  
15 President and the Classified Human Resources Manager will serve on the committee as Co-Chairs.  
16 Any person seeking reclassification shall not be a committee member. In the event the person seeking  
17 reclassification is a committee member, the Association will temporarily remove them and determine  
18 who will substitute for that person during their reclassification process.

19  
20 The process for requesting reclassification status is as follows:

21  
22 The employee will submit a written request for reclassification status review. The request shall include  
23 the following information:

- 24  
25 1. Written justification explaining the reasons the employee believes they should be  
26 reclassified.  
27 2. All supporting documentation, including transcripts, certifications, trainings or other  
28 documents pertinent to the reclassification.

29  
30 The proposal will be reviewed by the Classification Review Committee.

31  
32 The committee may ask for further information from the employee and/or may ask the employee to be  
33 present to make a statement, presentation or to answer questions.

34  
35 Should the committee agree to reclassification, the recommendation will be taken to District Cabinet  
36 for review and approval prior to review and approval of the School Board. Should the committee  
37 determine reclassification is not appropriate; the employee will be notified of the committee's reasons,  
38 in writing by the committee chairs. The committee decision is final.

39  
40 **Section 13.6. Awards for Special Acts of Service Program.**

41 A joint committee, comprised of equal numbers from the Association and Administration, shall be  
42 implemented to address the Award for Special Acts of Service. The committee shall receive and  
43 evaluate all ideas or suggestions submitted by bargaining unit members. The program is intended to  
44 recognize those employees who submit ideas and suggestions that provide cost savings to the District.  
45 The committee may determine varying levels of recognition dependent upon the nature of the idea or  
46 suggestion. However, employees, whose costs saving ideas or suggestions are implemented, will  
47 receive a one-time compensatory award of up to ten percent (10%) of the savings enjoyed by the  
48 District.

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**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1.**

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

**Section 14.2.**

All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members of the Association. Such employee shall then maintain membership in the Association or pay a representation fee during the period of this Agreement.

**Section 14.3.**

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a representation fee as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues. This representation fee shall be collected by the Association in the same manner as monthly dues.

**Section 14.4.**

Any current employee, who refuses to become a member of the Association in good standing or pay the representation fee in accordance with the previous sections, shall be immediately discharged from employment by the District.

**Section 14.5.**

The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

**Section 14.6.**

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

**Section 14.7. Check Off.**

The District shall deduct PSE dues or a representation fee from the pay of all eligible employees. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

1 **Section 14.8. Political Action Committee.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
3 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
4 voluntarily chooses for deduction for political purposes and shall transmit the same electronically to  
5 the Union on the Union dues transmittal check. The employee may revoke the request at any time. At  
6 least annually, the employee shall be notified by the PSE State Office about the right to revoke the  
7 request.  
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10

11 **A R T I C L E X V**

12 **G R I E V A N C E P R O C E D U R E**

13  
14  
15 **Section 15.1.**

16 Grievances or complaints arising between the District and its employees within the bargaining unit  
17 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
18 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.  
19

20 **Section 15.1.1.**

21 Grievances related to the interpretation and/or application of this Agreement, when filed in the  
22 name of the Association, may be initiated at the Superintendent's level as provided hereinafter.  
23

24 **Section 15.2. Grievance Steps/Timelines.**

25 The parties may mutually agree to hold all timelines in abeyance as appropriate.  
26

27 **STEP I** Informal meeting with Immediate Supervisor/Designee within twenty (20)  
28 workdays of occurrence.

29 **STEP II** Submit, in writing, to Immediate Supervisor/Designee, within ten (10) workdays of  
30 conclusion of twenty (20) workday Informal process.

31 **STEP III** Submit to Superintendent, or Designee, within fifteen (15) workdays of receipt of  
32 denial or non-response.

33 **STEP IV** Submit to School Board within fifteen (15) workdays of receipt of denial or non-  
34 response.

35 **STEP V** Demand for Arbitration within ten (10) workdays of receipt of response or non-  
36 response.  
37

38 **Section 15.2.1. STEP I. – Informal Meeting with Immediate Supervisor/Designee.**

39 Employees shall first discuss the grievance with their Immediate Supervisor. If employees so  
40 wish, they may be accompanied by a local Association representative at such discussion. All  
41 grievances not brought to the Immediate Supervisor in accordance with the preceding sentence  
42 within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to  
43 no further processing.  
44

45 **Section 15.2.2. STEP II. – Reduce to Writing – Submit to Immediate Supervisor.**

46 If no resolution has been reached during STEP I, a written statement of the grievance shall be  
47 submitted to the Immediate Supervisor/Designee, within ten (10) workdays of the informal

1 meeting with the Immediate Supervisor/Designee or from the date of request to meet (if no  
2 meeting was held).

3  
4 The written statement shall contain the following:

- 5
- 6 1. The facts on which the grievance is based;
- 7 2. A reference to the provisions in this Agreement which have been allegedly violated,  
8 misapplied or misinterpreted; and
- 9 3. The remedy sought.
- 10

11 The employee shall submit the written statement of grievance to the immediate supervisor for  
12 reconsideration and shall submit a copy to the official in the Administration responsible for  
13 Human Resources. The parties will have five (5) workdays from submission of the written  
14 statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
15 If an agreeable disposition is made, all parties to the grievance shall sign it.

16  
17 **Section 15.2.3. STEP III. – Submit to Superintendent or Designee.**

18 If no settlement has been reached within the five (5) workdays from the meeting with the  
19 Immediate Supervisor/Designee, and the Association believes the grievance to be valid, a  
20 written statement of grievance shall be submitted within fifteen (15) workdays to the District  
21 Superintendent or the Superintendent's designee. After such submission, the parties will have  
22 ten (10) workdays from submission of the written statement of grievance to resolve it by  
23 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all  
24 parties to the grievance shall sign it.

25  
26 **Section 15.2.4. STEP IV. – Submit to School Board.**

27 If no settlement has been reached within the ten (10) workdays referred to in the preceding  
28 paragraph, and the Association believes the grievance to be valid, a written statement of  
29 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.  
30 The Board will meet within fifteen (15) workdays to hear the matter. After the Board's  
31 meeting, they will render their decision within ten (10) workdays.

32  
33 **Section 15.2.5. STEP V. – Submit to Arbitration.**

34 If the Association is not satisfied with the disposition of the grievance by the Board within ten  
35 (10) workdays after receipt of same, or if no disposition has been made within the period above  
36 provided, the grievance may be submitted before an impartial arbitrator. The Association shall  
37 exercise its right of arbitration by giving the Superintendent written notice of its intention to  
38 arbitrate within ten (10) workdays of receipt of the written disposition of the Board. If the  
39 parties cannot agree as to the arbitrator the arbitrator shall be selected by the American  
40 Arbitration Association in accord with its rules. The decision of the arbitrator shall be final and  
41 binding upon both parties.

42  
43 **Section 15.2.5.1. Arbitration Costs.**

44 Each party shall bear its own costs of arbitration except that the fees and charges of the  
45 arbitrator, if any, shall be shared equally by the parties.



1                   **Section 15.2.5.2. Jurisdiction of the Arbitrator.**

2                   The arbitrator shall have no power to alter, add to, or subtract from the terms of this  
3                   Agreement. The arbitrator shall confine his inquiry to specific areas of the Agreement  
4                   as cited in the grievance form. The arbitrator shall make no awards nor substitute his  
5                   knowledge for the expressed provisions of the contract under question. The arbitrator  
6                   shall rule exclusively as to the compliance or non-compliance of the Collective  
7                   Bargaining Agreement. Upon request of either party, the merits of a grievance and the  
8                   substantive and procedural arbitrability issues arising in connection with that grievance  
9                   may be consolidated for hearing before an arbitrator, provided the arbitrator shall not  
10                  resolve the question of "arbitrability" of a grievance prior to having heard the merits of  
11                  the grievance. The decision of the arbitrator may be entered in any court of competent  
12                  jurisdiction should either party fail to implement the decision.  
13

14                  **Section 15.3. Time Limits.**

15                  The time limits provided in this Article shall be strictly observed unless extended by written agreement  
16                  of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year, the Board shall use its best  
17                  efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.  
18                  Failure of the Association to proceed with its grievance within the times hereinbefore provided shall  
19                  result in the dismissal of the grievance. Failure of the Board or its representatives to take the required  
20                  action within the times provided shall entitle the Association to proceed to the next step on the  
21                  grievance procedure.  
22

23                  **Section 15.4. Grievance and Arbitration Hearings.**

24                  All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place  
25                  which will afford a reasonable opportunity for all parties entitled to attend to be present, including any  
26                  and all witnesses.  
27

28                  **Section 15.5. Individual Complaints.**

29                  If an individual employee has a personal complaint which he desires to discuss with the supervisor,  
30                  he/she is free to do so without recourse to the grievance procedures. Adjustment of the complaint shall  
31                  be consistent with the terms of this Agreement. In the administration of the grievance procedure, the  
32                  interest of the employee shall be the sole responsibility of the Association.  
33

34                  **Section 15.6. Continuity of Grievance.**

35                  Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be  
36                  processed through the grievance procedure until resolution.  
37

38                  **Section 15.7.**

39                  The grievance or arbitrations shall take place whenever possible on school time. The employer shall  
40                  not discriminate against any individual employee or the Association for taking action under this  
41                  Article.  
42

43                  **Section 15.8.**

44                  Any grievance resolution that includes a monetary settlement shall be implemented within the month  
45                  the grievance is settled.  
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**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1.**

When an employee leaves a school district within the state and commences employment with this District, the employee shall be given longevity credits in accordance with State Law (RCW 28A.400.300). In the event that this District has a different system for computing longevity-related benefits, the employee shall be granted the same longevity-related benefits as an employee in this District who has similar occupational status and total years of service.

Seniority credit shall not be transferred. Seniority within the Kennewick Maintenance and Operations unit shall be established as of the date of hire within the Maintenance and Operations bargaining unit as referenced in Section 10.1. of this contract (this section relating to seniority applies to new hires, as well as within District transfers).

**Section 16.2. Longevity.**

Years of Service (Longevity) within Kennewick School District is defined as continuous years of service within the entire District. Shall employees move from another bargaining unit in the Kennewick School District to the Maintenance and Operations Bargaining Unit without a break in service, those years shall be applicable for longevity purposes.

Employees hired after September 1, 2015 shall not be entitled to counting total years of service toward longevity if a break in employment occurred. Years of service is determined by the date the employee commenced continuous daily employment with the District, not including time spent as a substitute employee.

Employees who were hired prior to September 1, 2015 shall be grandfathered and have all years of service within Kennewick School District apply for longevity purposes, regardless of a break in service. It shall be the employee's responsibility to notify Human Resources should the employee believe that he/she is entitled to credit for longevity purposes.

**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each pay check.

**Section 17.1.2.**

All employees will be paid in twelve (12) equal monthly payments.

1 **Section 17.2.**

2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
3 Schedule A attached hereto and by this reference incorporated herein.

4  
5 **Section 17.2.1.**

6 Salaries contained in Schedule A shall be for the entire term of this Agreement.

7  
8 **Section 17.2.2.**

9 Retroactive pay, where applicable, shall be paid on the first (1<sup>st</sup>) regular pay day following  
10 execution of this Agreement if possible, and in any case not later than the second (2<sup>nd</sup>) regular  
11 pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII,  
12 Section 18.3., such retroactive pay shall be paid on the first (1<sup>st</sup>) regular pay day following  
13 agreement on such schedule, if possible, and in any case not later than the second (2<sup>nd</sup>) regular  
14 pay day.

15  
16 **Section 17.2.3.**

17 Incremental steps, where applicable shall take effect as follows:

18  
19 **260 Day Employees**

- 20 **Step 1:** Assigned to all new employees with limited experience in the field for which they  
21 are hired.
- 22 **Step 2:** Assigned at the beginning of the next contract year (September 1<sup>st</sup>), as long as the  
23 employee has been in Step 1 for at least six (6) months of the previous contract year  
24 or for new employees with significant experience in the position for which they are  
25 hired.
- 26 **Step 3:** Will be applied to those beginning their 10<sup>th</sup> year of service within the bargaining  
27 unit on September 1<sup>st</sup> following the anniversary date of that year.
- 28 **Step 4: Longevity:** Will be applied to those beginning their 16<sup>th</sup> year of service within the  
29 District on September 1<sup>st</sup> following the anniversary date of that year.

30  
31 **Less than 260 Day Employees**

- 32 **Step 1:** Assigned to all new employees with limited experience in the position for which  
33 they are hired.
- 34 **Step 2:** At the beginning of the next contract year (September 1<sup>st</sup>) as long as the employee  
35 as been in Step 1 for at least six (6) months of the previous contract year or for new  
36 employees with significant experience in the position for which they are hired.
- 37 **Step 3:** Will be applied to those beginning their 10<sup>th</sup> year of service within the bargaining  
38 unit on September 1<sup>st</sup> following the anniversary date of that year.
- 39 **Step 4:** Longevity: will be applied to those beginning their 16<sup>th</sup> year of service within the  
40 District on September 1<sup>st</sup> following the anniversary date of that year.

41  
42 **Section 17.2.4.**

43 Any employee who changes job positions or classifications will be placed on a step that  
44 provides a minimum increase and will be eligible to move on increment steps thereafter.

45  
46 **Section 17.3.**

47 Any employee required to travel in the interest of the District in a private vehicle during working hours  
48 shall be reimbursed for such travel on a per-mile basis at the prevailing District rate.

1 **Section 17.3.1.**

2 A current Driving Abstract will be requested annually of all employees driving District  
3 vehicles. The District will pay costs for these abstracts. The Driving Abstract is to provide  
4 proof of validity only and shall not be used in an arbitrary or capricious manner. Employees  
5 driving School District vehicles are required to report to their supervisor, within two (2)  
6 workdays, any event or circumstance which could jeopardize the validity of their current  
7 Washington State Driver’s License (WSDL).

8  
9 **Section 17.4.**

10 Employees required to remain overnight on District business shall be reimbursed for room and board  
11 expenditures.

12  
13 **Section 17.5.**

14 The District shall furnish protective clothing at the District's discretion to those employees whose  
15 normal clothing might be damaged by the work they are required to perform.

16  
17 **Section 17.6.**

- 18 1. Underpayments must be reported by the employee to the payroll office. Underpayments  
19 reported within five (5) business days of the pay day (the last business day of the month), will  
20 be corrected in five (5) to seven (7) business days from the date the error is reported.

21  
22 Underpayments reported more than five (5) days after pay day will be corrected on the next  
23 scheduled pay day.

- 24  
25 2. Debits caused by overpayments shall be discussed with the employee and shall be deducted  
26 over the same period (number of months) as the overpayment took place.

- 27  
28 3. It is understood that payroll corrections, both overpayments and underpayments, will be limited  
29 to a maximum period of thirty-six (36) months prior to the determination of the  
30 overpayment/underpayment.

31  
32  
33 **ARTICLE XVIII**

34  
35 **TERM AND SEPARABILITY OF PROVISIONS**

36  
37  
38 **Section 18.1.**

39 The term of this Agreement is from September 1, 2017 to August 31, 2021. Insurance and Schedule A  
40 will be re-opened annually.

41  
42 **Pesticide rate:**

43 Grounds employees hired after September 1, 2013, who attain their required pesticide spray license,  
44 will receive a stipend of two (\$2.00) dollars per hour each time they make an application of qualified  
45 pesticides as verified on their WSDA spray application record. This time will be recorded on  
46 appropriate documentation and verified by the grounds lead and Building and Grounds Manager.

1 Grounds employees hired before September 1, 2013, who attain their required pesticide spray license,  
2 will receive a flat rate one dollar and eleven cents (\$1.11) per hour added to their base Schedule A rate  
3 for the Term of the Contract. This is not subject to COLA.  
4

5 **Section 18.2.**

6 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
7 notwithstanding its execution date, except as provided in the following section.  
8

9 **Section 18.3.**

10 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
11 parties in writing; provided that this Agreement shall be reopened annually as necessary to consider  
12 legislative impact. Further, Schedule A and Insurance shall be re-opened each year of the term of this  
13 contract.  
14

15 **Section 18.4.**

16 If any provision of this Agreement or the application of any such provision is held invalid, the  
17 remainder of this Agreement shall not be affected thereby.  
18

19 **Section 18.5.**

20 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with  
21 State or Federal statutes or regulations promulgated pursuant thereto.  
22

23 **Section 18.6.**

24 In the event either of the two (2) previous sections is determined to apply to any provision of this  
25 Agreement, such provision shall be renegotiated.  
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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

KENNEWICK (M&O) MAINTENANCE  
AND OPERATIONS CHAPTER

KENNEWICK SCHOOL DISTRICT #17

BY: \_\_\_\_\_  
Jim Moore, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified HR Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>September 1, 2017 - August 31, 2018</b>				
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4 LONGEVITY</b>
	<b>(0-1 yr)</b>	<b>(1-9 yrs)</b>	<b>(10-15 yrs)</b>	<b>(16 yrs &amp; beyond)</b>
<b><u>CUSTODIAL SERVICES</u></b>				
Lead High school Custodian	\$17.34	\$19.56	\$19.93	\$20.22
Lead Middle School/Tri-Tech Custodian	\$17.09	\$19.31	\$19.68	\$19.97
Lead Elementary School	\$16.94	\$19.16	\$19.53	\$19.82
Assistant High School Lead Custodian	\$16.84	\$19.06	\$19.43	\$19.72
	\$16.34	\$18.56	\$18.93	\$19.22
<b><u>CREW LEADS</u></b>				
Mechanical, Structural, Grounds, Warehouse		\$26.69	\$27.20	\$27.61
<b><u>STRUCTURAL SERVICES</u></b>				
Locksmith (Grandfathered)		\$25.88	\$26.39	\$26.78
Structural Journeyman		\$24.04	\$24.52	\$24.89
Structural Worker	\$20.39	\$23.78	\$24.27	\$24.63
Structural Laborer	\$19.98	\$21.41	\$21.85	\$22.17
<b><u>MECHANICAL SERVICES</u></b>				
Mechanical Journeyman		\$25.84	\$26.35	\$26.75
Mechanical Worker	\$20.59	\$24.29	\$24.78	\$25.15
Mechanical Laborer	\$20.18	\$22.35	\$22.80	\$23.14
<b><u>GROUND</u></b>				
Grounds Worker	\$19.20	\$21.24	\$21.66	\$21.99
Grounds Laborer	\$18.81	\$19.21	\$19.61	\$19.90
<b><u>WAREHOUSE</u></b>				
Warehouse Asst. Lead	\$19.20	\$21.45	\$21.89	\$22.22
Warehouse Delivery/Worker	\$19.00	\$19.48	\$19.87	\$20.17
Warehouse Laborer	\$18.81	\$19.21	\$19.61	\$19.90
<b><u>SECURITY</u></b>	\$16.49	\$18.17	\$18.53	\$18.81
<b><u>GENERAL LABORER</u></b>	\$18.85			
<b><u>LAMPSON GROUNDS/CUSTODIAN</u></b>	\$16.86	\$19.27	\$19.66	\$19.96
<b><u>PRINTSHOP</u></b>	\$19.20	\$21.45	\$21.89	\$22.22
<b><u>SHIFT DIFFERENTIALS</u></b>				
Swing	\$0.20			
Grave	\$0.30			
CDL (Leads and when required)	\$0.50			
<b><i>M&amp;O Sub Rate \$12.50 per hour</i></b>				
*Longevity is received upon completion of 15 years of service within Kennewick School District as per Section 17.2.3. Grounds Employees with a pesticide license hired prior to September 1, 2013 shall receive an additional \$1.11 per hour (not subject to COLA).				
Grounds Employees with a pesticide license hired after September 1, 2013 shall receive an additional \$2.00 per hour while spraying (not subject to COLA).				
Graveyard and Swing employees shall not suffer a loss in differential pay while working day shift during breaks and summer or as assigned.				

## Salary Enhancement/Clock Hours

It is mutually agreed that the Clock Hour Program is put into place to benefit both the Maintenance/Operations staff members and the school district. Clock hours may be earned after September 1, 2004, or from the employee's seniority date within this bargaining unit, whichever is the later date. Clock hours may be awarded for workshops and classes voluntarily taken by the employee outside of their paid work time, as long as the workshop/class is directly applicable to the employee's present position in the school district and is pre-approved by the supervisor.

An employee wishing to earn clock hours must request pre-approval from their building principal/program supervisor on the district-approved clock hour application form. The employee should complete the top of the form, attach a copy of the course offering/flier, and submit it to the supervisor a minimum of ten (10) days prior to taking the class/workshop for review, processing, and final approval. The supervisor will sign the form, and it will be returned to the applicant in a timely manner.

The workshop/class must meet the guideline that it is appropriate and applicable to the employee's current position. It may be offered by the Kennewick School District, ESD 123, Staff Development Committee, or credited college. If an application is in question, it will be reviewed by the Staff Development Committee and Classified Human Resources Manager. If the clock hour request is not approved, an explanation will be given.

Only time spent in the workshop/class session is allowable for credit. Travel time, independent study time, meal and break times, etc., are not acceptable. Workshops/classes must be taken outside of the employee's working hours for clock hour's credit.

Clock hours may only be earned for time attended in class/workshops beyond paid working hours. If release time is granted to attend the workshop, clock hours may not be earned.

After the class/workshop is completed, the district-approved form must be submitted to the Classified Human Resources Office with a certificate of attendance, registration receipt, or transcript attached to the request. The Human Resources Office will return a copy of the form to the employee after it has been received and approved. All work must be completed, verified, and submitted to the Human Resources Office no later than June 30<sup>th</sup> for the current school year. Clock hours must be submitted as attended within the current year. (No exceptions.). Once earned, the clock hour enhancement pay is continuing each year and is cumulative as earned thereafter.

One clock hour is awarded for each hour of attendance in approved classes. The payment schedule is:

- 50 clock hours = \$75.00 per year;
- 100 clock hours = \$150.00 per year.
- 150 Clock Hours = \$200.00 per year
- \$200.00 is the maximum allowable per year

Clock Hours enhancement pay is applied to salaries once a year, on August 31.  
The awarding of clock hours and enhancement pay is not grievable.



1 MEMORANDUM OF UNDERSTANDING

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3  
4 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
5 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,  
6 KENNEWICK MAINTENANCE AND OPERATIONS (M&O) AND THE KENNEWICK SCHOOL  
7 DISTRICT #17 PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT  
8 COLLECTIVE BARGAINING AGREEMENT.  
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13 The position of one (1) person school is being removed from Schedule A. Employees, Brandi  
14 Hornstein and Peggy Pattison who are currently receiving an additional thirty-five cents (\$0.35) shall  
15 maintain this stipend until they vacate those positions.  
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21 This Memorandum of Understanding shall become effective by both parties on September 1, 2017 and  
22 shall remain the effect until August 31, 2021.  
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29 PUBLIC SCHOOL EMPLOYEES  
30 OF WASHINGTON / SEIU LOCAL 1948  
31

32  
33 KENNEWICK (M&O) MAINTENANCE  
34 AND OPERATIONS CHAPTER  
35

KENNEWICK SCHOOL DISTRICT #17

36  
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38 BY: \_\_\_\_\_  
39 Jim Moore, Chapter President  
40

BY: \_\_\_\_\_  
Betsy Dickinson, Classified HR Manager

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43 DATE: \_\_\_\_\_  
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12 As per Section 7.10. in the Collective Bargaining Agreement, current employees listed below shall be  
13 Grandfathered to receive an additional fifty cents (\$0.50) per hour for holding and utilizing a CDL:  
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- 15 • Ramiro Solis (8-13-01)
- 16 • Robert Chabrier (9-1-03)
- 17 • Jaime Diaz (1-20-05)
- 18 • Jeff Richmond (6-23-14)

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20 Each time a current Lead (Structural, Mechanical, Grounds) receives their CDL, the least senior  
21 employee will be removed from receiving the additional fifty cents (\$0.50) per hour. Although, the  
22 most senior employee, Ramiro Solis shall continue to receive the additional fifty cents (\$0.50) per hour  
23 until he vacates his position with the District.  
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BY: \_\_\_\_\_  
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11 Brian Howard will be required to become the certified forklift trainer for the District in his position as  
12 Warehouse Assistant Lead.  
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