

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

AND

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

SEPTEMBER 1, 2018 - AUGUST 31, 2022



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

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1 **Section 1.3.**

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

7 **Section 1.3.1.**

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

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

17 An employee filling a specific, temporarily-vacated position which reaches ninety (90)  
18 consecutive working days shall be given a seniority date retroactive to the hire date of the  
19 temporary position, but other benefits will not be applied until the ninety-first (91<sup>st</sup>) working day  
20 in that position.  
21  
22  
23

24 **ARTICLE II**

25 **RIGHTS OF THE EMPLOYER**

26 **Section 2.1.**

27 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
28 vested in management officials of the District. Included in these rights in accordance with and subject  
29 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
30 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
31 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
32 release employees from duties because of lack of work or for other legitimate reasons. The District  
33 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
34 means, and the personnel by which operations undertaken by the employees in the unit are to be  
35 conducted.  
36  
37  
38

39 **Section 2.2.**

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

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The District will not, directly or indirectly, interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

**Section 3.2.**

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

**Section 3.3.**

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

**Section 3.4.**

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

**Section 3.5.**

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

**Section 3.6.**

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

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**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**

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

**Section 4.2.**

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

**Section 4.3.**

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

**Section 4.4.**

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

**Section 4.5.**

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

**Section 4.6.**

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

**Section 4.7.**

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

**Section 4.8.**

Within sixty (60) calendar days each new hire shall be offered the opportunity during the workday to meet with a representative from the Union for no less than thirty (30) minutes to give an overview of the Association and the rights of the Collective Bargaining Agreement. The District will provide space for meetings, provided PSE meets with employees on early release days or another time that does not impact the daily work of the District.

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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

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

**Section 5.2.**

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

**Section 5.3.**

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

**ARTICLE VI**

**ASSOCIATION BUSINESS**

**Section 6.1.**

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

**Section 6.2.**

The District will provide suitable space to conduct such meetings.

**Section 6.3.**

When formal meetings are held between the Association and the District, each party shall be responsible for preparing its own minutes. A list of action items will be completed at the end of the meeting and signed off on by both parties.

**Section 6.4.**

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

**Section 6.5.**

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington to visit with employees in the appropriate bargaining units for purposes of grievance



1 procedures and/or general information data. The visiting delegate shall notify the School District of  
2 his/her arrival.

3  
4 **Section 6.6.**

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

13  
14 **Section 6.7.**

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

17  
18  
19 **ARTICLE VII**

20  
21 **HOURS OF WORK**

22  
23 **Section 7.1.**

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

27  
28 **Section 7.1.1. Flex-Time.**

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

32  
33 **Section 7.2. Meals and Rest Breaks.**

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

37  
38 Shifts of five (5) hours or more will have a scheduled thirty (30) minute uninterrupted lunch period as  
39 near the middle of the shift as is possible. The immediate supervisor will determine the time for the  
40 lunch period.

41  
42 **Section 7.3.**

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

45  
46 **Section 7.4.**

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

1 **Section 7.5.**

2 Employees required to work through their regular lunch periods will be given time to eat at a time  
3 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to  
4 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,  
5 he/she shall be compensated for the foregone lunch period.  
6

7 **Section 7.6.**

8 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the  
9 District will make every effort to notify employees to refrain from coming to work. This notification  
10 shall be in the form of public radio/TV announcements. Employees reporting to work shall receive a  
11 minimum of two (2) hours pay at base rate in the event of such a closure; provided, no employee shall  
12 be entitled to any such compensation in the event he/she has been actually notified by the District of  
13 the closure prior to leaving home for work. Any lost time due to delayed school opening will be made  
14 up in cooperation with the Principal or Supervisor. The District and the Association will meet to  
15 further develop and refine this policy as needed, via the Labor-Management Committee, during the life  
16 of this agreement.  
17

18 **Section 7.6.1. Rescheduling Workday.**

19 If an employee's workday is of less time than regularly scheduled, due to delay or closure as  
20 defined in 7.6 the employee shall have one (1) of the following options:  
21

22 **LESS THAN 12 MONTH EMPLOYEES:**

- 23 A. Employees will work the identified make-up days (or a portion thereof as appropriate).
- 24 B. The supervisor and the employee will mutually schedule the unworked hours.
- 25 C. The employee may request debiting his/her vacation or personal leave bank or  
26 emergency leave.
- 27 D. The employee may accept a deduction of pay for the unworked hours.
- 28 E. The employee may opt to have their contract extended by the number of days missed  
29 and work those days.  
30

31 The employee will identify the choice in Timecard Online by the cut-off date for that pay  
32 period.  
33

34 **12 MONTH EMPLOYEES:**

- 35 A. The supervisor and the employee will mutually schedule the unworked hours.
- 36 B. The employee may request debiting his/her vacation, personal leave bank or  
37 emergency leave.
- 38 C. The employee may accept a deduction of pay for the unworked hours.  
39

40 The employee will identify the choice in Timecard Online by the cut-off date for that pay  
41 period.  
42

43 This section pertains to rescheduling of workdays as applicable to Section 7.6. only.  
44

45 **Section 7.7.**

46 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
47 compensation equal to that normally received by the employee in the higher classification.  
48

1 **Section 7.8.**

2 Secretaries needing additional time to complete their work may do so with the approval of the  
3 supervisor.  
4  
5

6  
7 **ARTICLE VIII**

8  
9 **OVERTIME**

10  
11 **Section 8.1.**

12 All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one  
13 and one-half (1½) times the employee's base hourly rate. The employee shall have the option of  
14 having the time computed as comp time or as pay at one and one-half (1½) the base rate. Comp time,  
15 if offered by the District, shall be taken at the option of the employee, and if opted for, must be taken  
16 within the pay period following that in which it was earned.  
17

18 **Section 8.2.**

19 Employees called back on a regular workday shall receive no less than two (2) hours pay at the  
20 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be rounded to  
21 the next full hour. A call-back shall be defined as any work other than the normal work shift and  
22 workday, noncontiguous with the normal work shift or workday.  
23  
24

25  
26 **ARTICLE IX**

27  
28 **HOLIDAYS**

29  
30 **Section 9.1.**

31 All employees shall receive the following paid holidays that fall within their work year:  
32

- |    |                                  |                                   |
|----|----------------------------------|-----------------------------------|
| 33 | 1. New Year's Day                | 8. Thanksgiving Day               |
| 34 | 2. Martin Luther King's Birthday | 9. Friday after Thanksgiving      |
| 35 | 3. Presidents' Day               | 10. Christmas Day                 |
| 36 | 4. Memorial Day                  | 11. Day before Christmas          |
| 37 | 5. Independence Day              | (for 12-month contract employees) |
| 38 | 6. Labor Day                     | 12. Day before New Year's Day     |
| 39 | 7. Veterans' Day                 | (for 12-month contract employees) |

40  
41 **Section 9.2.**

42 When paid holidays fall on a Saturday or Sunday, the District shall have the discretion of declaring  
43 either the following Monday or the preceding Friday as the holiday.  
44

45 **Section 9.3.**

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

1 **Section 9.4.**

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

3  
4 **Section 9.5. Unworked Holidays.**

5 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the  
6 time the holiday occurs. Employees who are on the active payroll on the holiday and have worked  
7 their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday,  
8 and are not on approved leave, shall be eligible for pay for such unworked holiday.

9  
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11  
12 **ARTICLE X**

13  
14 **SICK LEAVE**

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

16  
17 **Section 10.1.**

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

25  
26 Sick leave will be granted in accordance with applicable laws. A physician's statement of illness may  
27 be required upon the request of the Superintendent or designee, or Principal or Supervisor, under the  
28 following conditions:

- 29  
30 1. When there is a question regarding the employee's fitness for duty.  
31 2. When the employee has exhausted all available sick leave.  
32 3. When an illness exceeds five (5) days.

33  
34 **Emergency Leave:**

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

39  
40 **Section 10.1.1. Sick Leave Attendance Incentive Program.**

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

44  
45 In January of the year following any year in which a minimum of sixty (60) days of leave for  
46 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
47 option to receive remuneration for unused leave for illness or injury accumulated in the  
48 previous year at a rate equal to one (1) days monetary compensation of the employee for each

1 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which  
2 compensation has been received shall be deducted from accrued leave at the rate of four (4)  
3 days for every one (1) day of monetary compensation.  
4

5 **Section 10.1.2.**

6 In the event sick leave and all other leave has been exhausted, a leave of absence without pay  
7 shall be granted per Section 11.1.  
8

9 **Section 10.2. On-the-Job-Injury**

10 Any employee covered by Workers' Compensation and State Industrial Insurance may upon request,  
11 upon loss of time due to a job-related injury or illness, be paid, at the option of the employee, sick  
12 leave in the amount of the difference between his/her regular pay and compensation received from the  
13 State Department of Labor and Industries. The full amount of sick leave may, upon request, be paid  
14 for the first three (3) days. Should an employee later receive compensation from the Department of  
15 Labor and Industries for the first three (3) days of absence, the amount paid the employee shall be credited  
16 to the District from monies due the employee in the next payroll period. That portion of sick leave paid,  
17 as determined by the ratio of regular sick leave and State Industrial Compensation, shall be charged  
18 against the employee's accrued sick leave.  
19

20 The District will not automatically utilize all available leave time unless notified, in writing by the  
21 employee to do so.  
22

23 There is no buy back provision for any leave use with the exception of sick leave.  
24

25 **Section 10.3. Bereavement Leave.**

26 Each employee shall be entitled to one (1) to a maximum of five (5) days leave with pay for each  
27 occasion when absence is caused by the death of a relative as approved by the supervisor. The number  
28 of days granted shall be mutually determined between the employee and the supervisor. Such leave  
29 shall not be deducted from sick leave and is noncumulative. Employees will be allowed time off to  
30 attend the funeral of a friend. An official death or funeral notice may be requested by the supervisor  
31 upon the employee's return.  
32

33 **Section 10.4.**

34 In the event an employee subject to this Agreement is summoned to serve as a juror or appear as a witness  
35 in court or is named as a co-defendant on behalf of the School District, he/she shall receive his/her normal  
36 days pay for each day he/she is required in court. Any expense reimbursement received for such service  
37 shall be retained by the employee. If an employee is dismissed from jury selection, or if an employee is  
38 dismissed from jury duty with two (2) hours or more remaining in the regular workday, that employee  
39 should notify their immediate supervisor of their availability to return to work.  
40

41 In the event that an employee is summoned as a party in a court action, such employee may use  
42 personal leave, emergency leave, vacation leave or unpaid leave.  
43

44 **Section 10.5. Maternity Leave.**

45 Upon application by an employee subject to this Agreement, the District shall grant maternity leave.  
46 Such leave shall commence at such time as the employee and her medical advisor deem necessary.  
47 The District may require medical certification. Employees granted maternity leave must return to  
48 work not later than sixty (60) calendar days following termination of pregnancy. Employees granted

1 maternity leave, shall, at their option, be allowed compensation for maternity leave in accordance with  
2 Section 10.1 of this Article. After exhaustion of the sixty (60) calendar days, such employees may be  
3 granted a leave of absence pursuant to Article XI of this Agreement.  
4

5 **Section 10.5.1. Parental Leave.**

6 The non-birth parent or partner shall, upon request be granted up to five (5) days leave, on or  
7 about the date of the birth or adoption of the child. Such leave shall be deducted from that  
8 accumulated leave pursuant to Section 9.1. Additionally, a non-birth parent may request a  
9 leave of absence for parental leave under any applicable rules, policies, provision or laws that  
10 may apply  
11

12 **Section 10.6. Personal Leave.**

13 Each employee is granted three (3) days of personal leave, which may be utilized for any purpose,  
14 discrete from sick leave. Employees may cash out all of the unused days of personal leave at full pay  
15 or accumulate up to four (4) unused days or roll unused leave one hundred (100%) percent into sick  
16 leave (not to accumulate more than twelve (12) sick leave days per year). Employees must complete  
17 the District form indicating their choice of cash out, accumulation or roll over to sick leave by July 31<sup>st</sup>  
18 of each year for unused personal leave. If no form is completed, unused leave will automatically be  
19 cashed out on the August 31<sup>st</sup> pay warrant. An employee who is hired during the second (2<sup>nd</sup>) semester  
20 or who leaves employment during the first (1<sup>st</sup>) semester is eligible to receive one and one-half (1.5)  
21 personal leave day(s).  
22

23 **Section 10.6.1.**

24 The building principal or immediate supervisor must pre-approve the request for leave.  
25 Requests shall not be denied unless there is legitimate business necessity.  
26

27 **Section 10.7. Family Leave.**

28 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer  
29 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked one  
30 thousand (1,000) hours or more in the previous twelve (12) months and meet the other eligibility  
31 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this  
32 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster  
33 care, or for a serious health condition of an employee or an employee's spouse, child or parent, or a  
34 qualifying military exigency of a son, daughter, spouse or parent, each employee who has been  
35 employed at least twelve (12) months and worked at least one thousand (1,000) hours during the  
36 previous twelve (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided,  
37 however, that employees may substitute accrued vacation or other personal leave for leaves related to  
38 the birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick  
39 family members as defined above. The employee must provide the Employer with at least thirty (30)  
40 days written notice for foreseeable leaves for birth, adoption and planned medical treatment. During  
41 this leave, the Employer will continue to pay the same portion of insurance premiums as when the  
42 employee was working and will maintain the employee's coverage under any group health plan. Upon  
43 return from such leave, the Employer will place the employee in his or her previous position, or one (1)  
44 with equivalent pay and benefits. This family leave policy will be administered in accordance with  
45 State and Federal Law.  
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**ARTICLE XI**

**LEAVE OF ABSENCE**

**Section 11.1. Leave of Absence.**

In order to be eligible to take a leave of absence, the employee must have worked at least one (1) calendar year or must have worked at least one (1) calendar year since a previous leave of absence. A leave of absence, not to exceed one (1) year, may be granted upon request of the employee. Once the employee has returned to employment they will not lose accrued seniority, salary, vacation and sick leave rights. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence. If there are no positions for the returning employee, they will be considered to be on lay-off and shall be governed by Article XIII. A leave of absence will not be granted when the purpose of such leave is to pursue other employment.

1. **Personal LOA of Ninety (90) Workdays or More:** When a regular employee has been granted a personal leave of absence, the duration of which is expected to be ninety (90) workdays or more, the assignment will be considered open for bid and posted. Upon return of the regular employee from a leave of absence exceeding ninety (90) workdays, he/she will be eligible to bid on any new or open assignments without loss of seniority.
2. **Personal LOA of Less Than Ninety (90) Workdays:** A regular employee requesting a personal leave of absence, the duration of which is expected to be less than ninety (90) workdays, will retain their position until the time of return.
3. Current secretaries at the location who have fewer hours or are at a lower tier than the vacated position will be offered the opportunity to temporarily fill the position by seniority, assuming the qualifications of the position are met. If the employee accepts the temporary position, their position will be filled with a substitute. The fill-in employee will receive wages at the Tier of the position and at their current step. The employee filling in will return to their previous position upon the return of the employee on leave. If no secretary at the location accepts the temporary position, it will be filled with a substitute. If an employee fails to return within the ninety (90) workday period, the assignment will then be opened for bid.

**Section 11.2. Medical Leave of Absence.**

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

1. **LOA Due to Medical Reasons, Including L/I:** When an employee is anticipated to be on extended leave for medical reasons of the employee or family member, paid or unpaid, L/I, current secretaries at the location who have fewer hours or are at a lower tier than the vacated position will be offered the opportunity to temporarily fill the position by seniority, assuming the qualification requirements of the position are met. The fill-in employee will receive wages at the Tier of the position and at their current step. If the employee accepts the temporary position, their position will be filled with a substitute. The employee filling in will return to their previous position upon the return of the employee. If no secretary at the location accepts the temporary position, it will be filled with a substitute. If it is known through medical documentation or the employee's self-report that the leave will exceed twelve (12) work months on Workers Compensation or extended medical leave of the employee, inclusive of FMLA and/or paid leave,

1 their position will be posted as a continuing position. If the District has received medical  
2 notification that the employee will no longer be able to perform the essential functions of the  
3 position, and after discussion with the employee, the district has determined that no reasonable  
4 accommodation can be made, the position will be posted as a continuing position. If such leave is  
5 granted due to extended illness, one (1) additional year may be granted, allowing the employee to  
6 retain their seniority date during this period for up to two (2) years from the initial date of leave.  
7

- 8 2. Should the employee be released to return to work after their position is posted but before their  
9 seniority date has expired, the employee will remain in “lay-off” status. Section 13.4.1. shall  
10 apply.  
11

12 The employee will be eligible to bid on available positions or perform fill-in work when released to  
13 return to work, if released prior to the two (2) year limit. When performing fill-in or sub-work,  
14 employees will be paid the Step I rate shown on Schedule A. Employees shall retain their seniority  
15 date during this period for up to two (2) years from the initial date of leave.  
16  
17

## 18 ARTICLE XII

### 20 VACATIONS

#### 21 Section 12.1.

22 Paid vacations shall be granted to all employees subject to this Agreement on the following basis.  
23

##### 24 Section 12.1.1.

25 Eleven (11) or more days worked in the month of hire shall be considered a full month for  
26 purposes of earning vacation (this applies to the first (1<sup>st</sup>) month of employment).  
27

##### 28 Section 12.1.2.

29 Employees shall receive one (1) paid vacation day for each month worked. Eleven (11) days or  
30 more worked, \*including paid leave or holidays, shall be considered a full month worked. The  
31 minimum vacation given will be as follows:  
32

|    |                    |   |                          |
|----|--------------------|---|--------------------------|
| 33 |                    |   |                          |
| 34 |                    |   |                          |
| 35 | 9 month employees  | = | minimum 9 days vacation  |
| 36 | 10 month employees | = | minimum 10 days vacation |
| 37 | 11 month employees | = | minimum 11 days vacation |
| 38 | 12 month employees | = | minimum 12 days vacation |
| 39 |                    |   |                          |

40 \*In the month of December, the minimum days worked for vacation credit shall be ten (10) days.  
41

42 Twelve (12) month employees shall receive one (1) additional day after fifteen (15) years of  
43 experience.  
44

##### 45 Section 12.1.3.

46 On completion of five (5) consecutive years of service, each employee shall receive one (1)  
47 additional day paid vacation annually for each additional consecutive year of service to a



1 maximum of twenty (20) days paid annual vacation. Employees who work five (5) consecutive  
2 months in their first year of employment will have a full year's credit toward the five (5)  
3 consecutive years in this section.  
4

5 **Section 12.1.4.**

6 Vacation shall be granted to all employees on September 1, based upon their hours worked in  
7 the prior year ending August 31<sup>st</sup>.  
8

9 **12-month Employees:**

- 10 • Vacations for twelve (12) month employees shall be scheduled by mutual agreement of  
11 the employee and the supervisor. Requests shall not be denied unless there is a  
12 legitimate business necessity. Vacation may be taken in hourly increments.
- 13 • A maximum of five (5) unused vacation days may be cashed out by twelve (12) month  
14 employees by August 31<sup>st</sup> of each year.
- 15 • Five (5) unused vacation days will automatically be cashed out on the August paycheck  
16 if not specifically requested to be cashed out earlier by the employee or designated for  
17 accumulation by the employee.
- 18 • Up to five (5) unused vacation days a year may be carried over to December 31<sup>st</sup>,  
19 following the accrual date with approval of the immediate supervisor.
- 20 • No vacation may be carried over beyond December 31<sup>st</sup>; provided, however, no  
21 employee shall be denied accrued vacation benefits due to District employment needs.
- 22 • A substitute will be provided when vacation is approved.  
23

24 **Less than 12-month Employees:**

- 25 • Vacations for employees less than twelve (12) months at the school site shall be used on  
26 non-school attendance days whenever possible, requests may be granted on a case-by-case  
27 basis. Requests shall not be denied unless there is a legitimate business necessity.  
28 Vacation may be taken in hourly increments
- 29 • Vacation for less than twelve (12) month employees may be cashed out anytime in the  
30 contract year.
- 31 • Unused vacation days will automatically be cashed out on the August paycheck if not  
32 specifically requested to be cashed out by the employee by the July payroll cutoff date.
- 33 • Up to five (5) unused vacation days a year may be carried over for a maximum of thirty  
34 (30) days following the accrual date with approval of the immediate supervisor.
- 35 • No vacation may be carried over for more than thirty (30) days beyond the date on which it  
36 became due; provided, however, no employee shall be denied accrued vacation benefits  
37 due to District employment needs.
- 38 • A substitute will be provided when vacation is approved.  
39

40 **Section 12.1.5.**

41 Any employee who is discharged or who terminates employment shall receive payment for  
42 unused accrued vacation credit with their final paycheck.  
43

44 **Section 12.2.**

45 Sick leave sharing may be utilized in accordance with RCW 41.04.665 as now or hereafter  
46 amended. The purpose of this section is to permit employees to donate accumulated leave to a fellow  
47 employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or

1 mental condition which has cause or is likely to cause the employee to take leave without pay or  
2 terminate his/her employment.

## 6 A R T I C L E X I I I

### 8 S E N I O R I T Y

#### 10 **Section 13.1.**

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 (hereinafter "hire date") unless such seniority shall be  
13 lost as hereinafter provided.

#### 15 **Section 13.1.1.**

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

#### 19 **Section 13.2.**

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

- 22 A. Resignation;
- 23 B. Discharge for any reason contained in this Agreement; or
- 24 C. Retirement.

#### 26 **Section 13.3.**

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

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

#### 35 **Section 13.4.**

36 Senior permanent employees will have preferential rights over junior employees regarding promotions,  
37 and assignment to new or open jobs or positions. If the District determines that seniority rights should  
38 not govern because a junior employee or outside candidate possesses qualifications substantially  
39 greater than a senior employee, the District shall, upon request of the senior employee, set forth in  
40 writing to the employee the reasons why the senior employee has been bypassed.

#### 42 **Section 13.4.1.**

- 43 1. In the event of a layoff, reduction in force, or cut in hours, the Association President shall  
44 be notified as soon as possible.
- 45 2. The employees subject to this agreement and in the classifications of Secretary and Library  
46 Secretary shall be combined on one list, in seniority order.

3. Layoff/Reduction shall be done according to seniority of all employees subject to this agreement. In the case of a cut in hours, seniority will be followed when minimum qualifications for the job are met.
4. Employees in lay-off or reduced hours status shall have priority in filling new or open positions or filling in (subbing) for absent unit employees at the Step I rate shown on schedule A, over junior employees and outside candidates.
5. Employees must contact the Human Resources office in writing each sixty (60) days after the date of layoff regarding their intent to remain active for reemployment. Names shall remain on the seniority list for two (2) years provided the employee actively applies for open positions during that time period.

**Section 13.4.2. Position Posting.**

After September 1, 1999 any new or recently vacated position, with an increase of two (2) or more hours within the first twelve (12) months, requires that position to be re-posted and made available to all bargaining unit members.

**Section 13.5.**

The District shall post all new or vacant positions as soon as possible after the District is notified of the opening. All open positions shall be posted at each building in designated areas or placed in Job posting notebooks. A copy of each posting shall be electronically provided to Chapter President. All postings shall be publicized for five (5) workdays or until filled.

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

**ARTICLE XIV**  
**PROBATIONARY PERIOD**

**Section 14.1.**

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

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

**Section 14.2.**

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

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**ARTICLE XV**

**DISCHARGE AND EVALUATION OF EMPLOYEES**

**Section 15.1.**

The District may discharge any employee subject to this Agreement 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.

**Section 15.2.**

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. The employee may be placed on paid administrative leave during a period of investigation.

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

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

**Section 15.3.1.**

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

**Section 15.3.2.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**Section 15.3.3.**

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

**Section 15.4. Evaluation.**

Each employee subject to this Agreement shall be evaluated annually, before June 1st, by his/her immediate supervisor. Such evaluation shall be made utilizing the employee evaluation sheet attached hereto and by this reference incorporated herein. No editorial changes shall be made to the evaluation form either by insertion or deletion. Additionally, the immediate supervisor shall write an analysis of the employee's job performance during the past school year. Each employee subject to this Agreement may appeal his/her evaluation to the Administration responsible for personnel.

**Section 15.5.**

Newly identified job descriptions will be jointly developed by the District and Labor Management Team.

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**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1.**

A newly hired employee not transferring from another school district in the State of Washington will not be placed above Step II on Schedule A, if said employee's experience is directly applicable to the position and has occurred within three (3) years prior to hire. The provisions of RCW 28A.400.300 shall be followed when an employee is transferring from another Washington State school district.

**ARTICLE XVII**

**RETIREMENT**

**Section 17.1.**

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

**Section 17.2.**

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

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

**ARTICLE XVIII**

**INSURANCE**

**Section 18.1.**

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 18.2. 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), 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.

1 **Section 18.3. Eligibility.**

2 Those employees projected to be working four (4) hours or more shall be eligible to receive a District  
3 contribution, based on State Allocation amounts, for the selected benefits (both mandatory and  
4 optional) that is a prorated percentage of a full-time equivalent employee's contribution. The  
5 percentage of full-time equivalence (FTE) will be determined by projecting the expected work year for  
6 an employee and finding the percentage that the projection is of a full-time position. A full-time  
7 position, for purpose of insurance benefits, is defined as one thousand four hundred forty (1,440) hours  
8 per year.  
9

10 **Section 18.4. Continuing Eligibility.**

11 To continue to remain eligible for the District insurance contribution, employees must meet the  
12 following criteria:  
13

- 14 1. Work at least five (5) days, or be in a paid status, within a contracted work month. (this could  
15 include donated leave)
- 16 2. Be on an authorized leave that meets the eligibility requirements of the Family Medical leave  
17 Act (FMLA).  
18

19 Employees who do not maintain these eligibility requirements will be responsible for self-paying the  
20 entire insurance amount for that month (entire amount includes: district allocation/pool allocation and  
21 out of pocket expenses). Employees who cannot self-pay the entire amount for that month may not  
22 receive coverage the following month.  
23

24 Employees may opt to reinstate their optional coverages once eligibility has been re-established and if  
25 their absence is recognized in the criteria of the Family Medical Leave Act.  
26

27 Employees, who fail to meet the eligibility requirements listed above, and the continuing eligibility  
28 requirements due to extreme and exigent circumstances, must contact the Benefits Office to discuss the  
29 status of their insurance coverage.  
30

31 The district payroll/benefits office will notify employees of all their options prior to cancellation of any  
32 insurance benefits.  
33

34 Those employees who are on approved (unpaid) leave of absences in accordance with Article XI,  
35 Section 11.0., and who do not continue their insurance during their leave of absence (self-pay) may  
36 reinstate insurance benefits upon the conclusion of their leave of absence, provided they meet the  
37 eligibility requirements listed in Section 18.3. above.  
38

39 For those employees whose work year may be less than twelve (12) months, insurance coverage shall  
40 continue for twelve (12) months, provided, however, that the employee continues to meet the  
41 eligibility requirements, and has not terminated from district employment.  
42

43 **Section 18.5. Distribution of Allocations:**

- 44 1. Mandatory benefits for each employee includes dental and vision programs, and requires the  
45 participation of each eligible employee. This amount is deducted from the state allocation  
46 based on FTE for each employee.  
47

2. Each employee will make his/her selection of optional benefits under the insurance program provided herein.
3. Remaining funds, if any exist, will be placed into a pool.
4. Additionally, the KSD will contribute annually to the pool monies equal to (unit FTE/PSE unit FTE) x one hundred thousand (\$100,000.00) dollars.
5. Additionally, the KSD will contribute annually to the pool monies equal to (unit FTE/PSE unit FTE) x fifty thousand (\$50,000.00) dollars.

The pool shall be distributed as follows:

1. The Health Care Authority (HCA) will be deducted based on each employees FTE.
2. Remaining funds, if any exist, will be distributed to help reduce out-of-pocket costs. The funds shall be distributed by FTE allocation until all funds are exhausted.
3. The KSD will contribute annually an additional ten thousand dollars (\$10,000.00) to cover out of pocket insurance costs only.

**Section 18.6. Enrollment/Mid-Year Changes/Employee Coverage.**

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

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

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

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

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

1 Any employee terminating employment shall receive the District insurance contribution in the calendar  
2 month in which the termination is effective to continue coverage for one full month after terminating  
3 employment. Employees terminating employment with the District shall be advised of their COBRA  
4 options within thirty (30) days of the effective date of their termination.  
5

6 **Section 18.7. New Employees.**

7 Employee(s) hired to fill new positions or replace an employee terminating during the school year will  
8 receive an insurance allocation based on their FTE allocation and eligibility requirements. These  
9 employees may elect insurance coverages from the plans available during the first thirty (30) days of  
10 employment. Employees hired after October 1<sup>st</sup> shall receive the same amount of pooled money, if  
11 available, as if they were hired prior to October 1<sup>st</sup>.  
12

13 Coverage for new employees shall begin on the first day after the first full calendar month of  
14 employment and continue as stated in this section.  
15

16 **Section 18.8. Combined Allocations.**

17 Husbands and wives, who are both members in this bargaining unit, may combine their employer's  
18 contribution to pay for their selected benefits.  
19

20 Husbands and wives, who are both employees of the district but are in different bargaining units, may  
21 choose to combine their district contributions to cover the cost of the insurance options they select.  
22 Any funds that remain after they have combined their district contributions will be divided by FTE  
23 between the health care pools of the bargaining units to which they belong. This provision is only  
24 applicable in the employee groups that have similar agreements (i.e. PSE and KEA, KAA etc.).  
25

26 Any request to combine contributions must be in writing and submitted prior to the first Friday of  
27 September of each year.  
28

29 **Section 18.9. Insurance Options.**

30 Each eligible employee shall be entitled to select insurance options from the approved list of options.  
31

32 The benefit program shall consist of the following:  
33

34 **Mandatory Participation:**

- 35 • District Dental Plan
  - 36 • District Vision Plan
- 37

38 **Optional Participation:**

- 39 • District Health Plans
- 40

41 All plans shall be determined mutually by the District and Association.  
42

43 **Section 18.10.**

44 In the event that the insurance settlement with other PSE employee groups exceeds the provisions of  
45 this Agreement during the term of the Agreement, the insurance section shall be reopened upon request  
46 of the Association.  
47



1 **18.11. Personal Property Damage.**

2 It is agreed that coverage is afforded for loss or damage to personal property of school employees  
3 while such employees are engaged in maintenance of order and discipline and the protection of school  
4 personnel, school property, or students subject to the following provisions:  
5

- 6 1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250.00) per  
7 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is  
8 damaged beyond repair, actual value at the time of the damage may be claimed.
- 9 2. Items under twenty-five dollars (\$25.00) will not be subject to claim pursuant to this section.
- 10 3. Requests for reimbursement shall be made on the District Property Loss\Damage form and  
11 submitted to the business office.
- 12 4. Employees eligible for reimbursement under this provision shall register personal property with  
13 the District Manager of Maintenance and Operations.  
14

15 The District shall reimburse up to five hundred dollars (\$500.00) per incident, per employee, for  
16 damage caused by verified vandalism the employee's vehicle, sustained during the course of  
17 employment. The employee must exhaust his\her own insurance recovery possibilities before being  
18 eligible for reimbursement from the District. If the employee does not have insurance coverage,  
19 reimbursement shall not exceed five hundred dollars (\$500.00). Payment will be made after the  
20 employee has provided documentation of his\her expenditure and of submission to the employees' own  
21 insurance carrier.  
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23  
24

25 **ARTICLE XIX**

26 **PROFESSIONAL DEVELOPMENT**  
27  
28

29 **Section 19.1.**

30 It is mutually agreed that the Association and the District will cooperate in developing in-service  
31 programs needed by the District and Association members.  
32

33 **Section 19.1.1.**

34 When the District assigns additional duties to a specific employee, the employee will be  
35 provided any necessary, specific training as determined by the supervisor within a reasonable  
36 time prior to the date of implementation.  
37

38 **Section 19.2.**

39 All employees subject to this bargaining agreement, who are required to attend classes, programs,  
40 meetings, etc., will be compensated for the time spent at these required functions at the employee's  
41 hourly rate.  
42

43 **Section 19.3.**

44 The Superintendent of Schools or designee may grant absences with pay, to classified employees to attend  
45 conferences, workshops and conventions when such meetings are related to the secretarial, clerical or  
46 library field.  
47

1 The District and the Association shall support the “mentor program” for new employees and current  
2 employees who transfer to a substantially different position or who request additional assistance. All  
3 mentor requests shall be pre-approved by the Principal or Manager supervising the Mentee and the  
4 Human Resources Office. Both the mentor and mentee may choose to earn a maximum of twenty (20)  
5 clock hours or twenty (20) paid hours, awarded-one (1) time per school year. Additional hours may be  
6 approved by the Supervisor and Classified Human Resources Manager or Designee. Mentoring hours  
7 shall occur after working hours whenever possible.  
8

9 Additional mentoring during work hours is allowed but does not earn clock hours or additional pay.  
10 Mentors requesting to mentor more than one (1) mentee per year must receive additional approval from  
11 the Classified Human Resources Manager or Designee in order to receive twenty (20) paid hours or  
12 twenty (20) clock hours per mentee.  
13

14 **Section 19.3.1.**

15 Requests should be made in writing to the Building Principal or immediate Supervisor. The  
16 Building Principal or Supervisor will forward the request to the Superintendent of Schools or  
17 his designee.  
18

19 **Section 19.3.2.**

20 Classified employees may request permission to attend meetings, conferences, conventions,  
21 workshops and assume portions of the cost not approved for reimbursement by the District.  
22

23 **Section 19.3.3.**

24 It is also understood that the content of such meetings/conferences will be relayed in some  
25 manner to the rest of the membership within a reasonable time.  
26

27 **Section 19.4.**

28 Employees will be paid for their time when formally appointed to serve on a District committee  
29 providing all other committee members are paid.  
30

31 **Section 19.5.**

32 It is mutually agreed that the Association and the District will cooperate in coordinating staff  
33 development programs for the secretarial employees. A committee shall work jointly with the District  
34 in determining the expenditure of the allotted staff development funds. This committee will consist of  
35 a minimum of six (6) members, with four (4) from the Association and two (2) from the District. The  
36 District shall budget five thousand (\$5000.00) dollars per year to provide for in-service training. A  
37 financial report shall be provided to the Chapter President within two weeks of a written request. If in-  
38 services are not planned by March of each year, these funds will be pooled and available for individual  
39 staff in-service.  
40

41 **Section 19.6.**

42 Secretaries may choose to attend trainings on Professional Development Days throughout the school  
43 year. Employees may receive clock hours or hourly compensation. The District and Staff Development  
44 Committee shall develop mutually agreed upon trainings. Planning and implementation of the trainings  
45 shall be in place by May of previous school year, to take place the following school year.  
46  
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**ARTICLE XX**

**DUES DEDUCTION**

**Section 20.1.**

The District shall deduct PSE dues or political action contributions from the pay of any employee who authorizes such deductions via written, voice authorization or by E-signature in accordance with “E-SIGN”. Public School Employees of Washington (PSE) will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. PSE will indemnify, defend and hold the District harmless against any claims made and against any suit brought against the District on account of any payroll deductions for PSE. PSE agrees to refund the District any amounts paid to them in error.

**Section 20.1.1. Local Chapter Dues.**

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

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

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

**Section 20.2**

Under Washington law, the employer will not discriminate, restraint, retaliate, coerce or interfere with an employee’s right to join the Association. Shall an employee elect to revoke their membership it shall be done through the Public School Employees of Washington.

**Section 20.3. Political Action Committee & Check Off.**

**Political Action.**

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

**Check off.**

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

**ARTICLE XXI**  
**GRIEVANCE PROCEDURE**

**Section 21.1.**

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

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

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

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

**STEP I.** Informal meeting with Supervisor within twenty (20) workdays of occurrence.

**STEP II.** Submit, in writing, to Immediate Supervisor, within ten (10) workdays of conclusion of Informal process.

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

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

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

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

**Section 21.2.1. STEP I. Informal Meeting with Supervisor.**

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

**Section 21.2.2. STEP II. Submit in Writing to Immediate Supervisor.**

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

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

1 The employee shall submit the written statement of grievance to his/her immediate supervisor,  
2 within ten (10) workdays of the conclusion of Step I or if no meeting, ten (10) workdays from  
3 the submission meeting request for reconsideration and shall submit a copy to the official in the  
4 Administration responsible for personnel. The parties will have five (5) workdays from  
5 submission of the written statement of grievance to resolve it by indicating on the statement of  
6 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
7 sign it.  
8

9 **Section 21.2.3. STEP III. Submit to Superintendent or Designee.**

10 If no settlement has been reached within the five (5) days referred to in the preceding  
11 subsection, and the Association believes the grievance to be valid, a written statement of  
12 grievance shall be submitted by the Association within fifteen (15) workdays to the District  
13 Superintendent or his designee. After such submission, the parties will have ten (10) work days  
14 from submission of the written statement of grievance to resolve it by indicating on the  
15 statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
16 grievance shall sign it.  
17

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

19 If no settlement has been reached within the ten (10) days referred to in the preceding  
20 paragraph a written statement of grievance shall be submitted within fifteen (15) workdays to  
21 the District Board of Directors. The Board will meet within fifteen (15) days to hear the  
22 matter. After the Board's meeting, they will render their decision within ten (10) days.  
23

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

25 If no settlement has been reached within the ten (10) days referred to in the preceding  
26 subsection, the Association may demand arbitration for the grievance. Any dispute, claim or  
27 grievance arising out of or relating to the interpretation or the application of this Agreement  
28 shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the  
29 American Arbitration Association. If mutually agreed, the parties may submit to arbitration  
30 under the Expedited Labor Arbitration Rules of the American Arbitration Association. The  
31 parties further agree to accept the arbitrator's award as final and binding upon them.  
32

33 **Section 21.2.6.**

34 The grievance or arbitration discussions shall take place whenever possible on school time.  
35 The Employer shall not discriminate against any individual employee or the Association for  
36 taking action under this Article.  
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40 **ARTICLE XXII**

41 **SALARIES**

42  
43  
44 **Section 22.1.**

45 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in  
46 Schedule A attached hereto and by this reference incorporated herein.  
47

1 **Section 22.2.**

2 Should the date of execution of this Agreement be subsequent to the effective date, salaries, including  
3 overtime, shall be retroactive to the effective date.  
4

5 **Section 22.3.**

6 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this  
7 Agreement.  
8

9 **Section 22.4.**

10 Incremental steps, where applicable, shall take effect on September 1<sup>st</sup> of each year during the term of  
11 this Agreement.  
12

13 **Section 22.5. Pay Formula (Less Than 12 Months).**

14  $\text{Contract days} + \text{holidays} \times \text{hours per day} = \text{base yearly hours} = \text{total pay hours} \times \text{rate divided by twelve}$   
15  $(12)$ .  
16

17 **Section 22.6. Salaries: Payroll Errors.**

18 Underpayments must be reported by the employee to the payroll office. Underpayments reported  
19 within five (5) business days of the payday (the last business day of the month), will be corrected in  
20 five (5) to seven (7) business days from the date the error is reported.  
21

22 Underpayments reported more than five (5) business days after payday will be corrected on the next  
23 scheduled payday.  
24

- 25 1. Other errors will be corrected on the next payroll.
- 26 2. Debits caused by overpayments shall be discussed with the employee and shall be deducted  
27 over the same period (number of months) as the overpayment took place.  
28
- 29 3. It is understood that payroll corrections, both overpayments and underpayments, will be limited  
30 to a maximum period of thirty-six (36) months prior to the determination of the  
31 overpayment/underpayment.  
32  
33

34 **22.7. Longevity within Kennewick School District**

35 Years of service (longevity) within Kennewick School District is defined as continuous years of  
36 service within the entire District. Shall employees move from another bargaining unit in the  
37 Kennewick School District to the Kennewick Association of Educational Secretaries Bargaining Unit  
38 without a break in service those years shall be applicable for longevity purposes.  
39

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

**SEPARABILITY OF PROVISIONS**

**Section 23.1.**

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

**Section 23.2.**

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

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

**Section 23.3.**

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 24.3.

**ARTICLE XXIV**

**TERM**

**Section 24.1.**

The term of this Agreement shall be September 1, 2018 to August 31, 2022. However, Insurance and Schedule A shall be re-opened annually. Each party shall be entitled to one (1) wild card per year. In contract year 2018-2019 Schedule A has been amended and is attached. State “flow through” wage increases shall be passed along to all bargaining unit members, as they occur, for the life of this agreement.

**Section 24.2.**

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

**Section 24.3.**

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

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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK ASSOCIATION OF  
EDUCATIONAL SECRETARIES

KENNEWICK SCHOOL DISTRICT #17

BY: \_\_\_\_\_  
Rhonda Crosby, Chapter President

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

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

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



SCHEDULE A  
 KENNEWICK ASSOCIATION OF EDUCATIONAL SUPPORT SECRETARIES  
 SEPTEMBER 1, 2018 - AUGUST 31, 2019

|  | Step 1   | Step 2  | Step 3    | Step 4    | Step 5      | Step 6<br>Longevity | Step 7<br>Longevity | Step 8<br>Longevity |
|--|----------|---------|-----------|-----------|-------------|---------------------|---------------------|---------------------|
|  | 0-1 year | 2 years | 3-4 years | 5-9 years | 10-15 years | 16-19 years<br>1.5% | 20-24 years<br>1.5% | 25+ years<br>1.5%   |
| <b>TIER A</b>  | \$16.26  | \$18.04 | \$19.63   | \$ 19.92  | \$20.22     | \$20.52             | \$20.83             | \$21.14             |
| Receptionist, Data Processors, Registrars, School Secretaries, ASB, HS/MS Attendance, HS Counseling, Community Education and Library Secretaries                     |          |         |           |           |             |                     |                     |                     |
| <b>TIER B</b>  | \$16.52  | \$18.32 | \$19.92   | \$20.22   | \$20.52     | \$20.83             | \$21.14             | \$21.46             |
| Lead Secretaries, all Administrative Level (Business Office, Federal, SPED, Elementary/Secondary Department, Director Secretaries and Nutrition Support Secretaries) |          |         |           |           |             |                     |                     |                     |
| <b>TIER C</b>  | \$16.89  | \$18.70 | \$20.33   | \$20.63   | \$ 20.94    | \$21.25             | \$21.57             | \$21.90             |
| Nutrition Services Lead Secretary, Purchasing Secretary, Transportation Secretary, Maintenance Secretary and Sub Dispatchers   |          |         |           |           |             |                     |                     |                     |

Longevity shall be applied as per Section 22.7.

Step 6, 7 and 8 are 1.5% above previous Step.

**2018-2019**

Insurance Allocation \$843.97  
 HCA \$71.08

**Tier A** – Positions in which the primary functions are to meet and greet visitors, handle and route calls, perform basic clerical tasks and/or perform skills in various software and data entry. Secretaries in these positions must be able to audit own work and carry a high responsibility for data as well as student and staff interaction and assistance.

**Tier B** – Performs all duties of Tier A. In addition, is responsible for department/school oversight of multiple processes, including payroll, requisitions, statistical management and special assignments. Must have a high level of ability to work independently with minimal instructions, manage multiple software programs, direct work flow and work product of others, manage schedule of school, department of supervisor, independently solve problems and manage staff, students or the public. Advanced computer skills are required.

**Tier C** – In addition to the ability to perform all functions of Tiers A and B, secretaries in Tier C are the primary department secretary for support departments throughout the District. The secretary manages payroll for department employees, manage all secretarial functions for the department and are the primary support for the department manager(s).

## SCHEDULE B

### KENNEWICK SCHOOL DISTRICT #17

#### SALARY ENHANCEMENT PROGRAM FOR SECRETARIES AND LIBRARY SECRETARIES

##### **PURPOSE AND ELIGIBILITY**

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

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

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

## SCHEDULE B

### KENNEWICK SCHOOL DISTRICT #17

#### STAFF DEVELOPMENT COMMITTEE

#### SALARY ENHANCEMENT PROGRAM FOR SECRETARIES

#### **PROCEDURES FOR CREDIT FOR SALARY ENHANCEMENT PROGRAM**

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

#### Payment Schedule:

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

One (1) semester credit = 15 clock hours

One (1) quarter credit = 10 clock hours

Ten (10) clock hours = 1 point

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

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

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

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

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

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

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

The employee will be paid the prorated salary enhancement on the last paycheck paid for their employment. Only salary enhancement pay earned before June 30<sup>th</sup> of that year will qualify as above. However, if that employee returns the following year, their salary enhancement will be prorated from the date of return through August 31<sup>st</sup> for that year's salary enhancement based on the formula stated above.

**APPLICATION FOR ENHANCEMENT PAY**  
**FOR SECRETARIES**

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

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

LOCATION: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

CLASS/WORKSHOP TITLE: \_\_\_\_\_

DATE(S) OF WORKSHOP: \_\_\_\_\_

COURSE DESCRIPTION: \_\_\_\_\_

ANTICIPATED HOURS: \_\_\_\_\_

COMMITTEE APPROVAL: \_\_\_\_\_

DISTRICT APPROVAL: \_\_\_\_\_

NOT APPROVED: \_\_\_\_\_

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

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

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE RECEIVED IN HUMAN RESOURCES OFFICE: \_\_\_\_\_ POINTS AWARDED: \_\_\_\_\_

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

NAME OF EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_ SCHOOL: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

Signature of Evaluator, Title \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, KENNEWICK SECRETARIES AND THE KENNEWICK SCHOOL DISTRICT #17 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.1. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

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

- District will pay one hundred (100%) percent of the Health Care Authority (HCA) each year.
- An employee with medical insurance coverage through the district offered Qualified High Deductible Health Plan (QHDHP) can self-fund to a Health Savings Account (HSA). The amounts contributed form the pool are as follows:
  - Twenty (\$20.00) dollars Employee only
  - Forty (\$40.00) dollars Employee Spouse\Employee Child.
- Employees who elect medical coverage must pay a minimum out of pocket premium.
- Employees not paying any out of pocket costs would pay one percent (1%) based on the formula below:
  - $\text{Plan Premium} \times 1\% \times \text{FTE\%} = \text{minimum employee monthly out of pocket cost.}$
- The dollar amount collected in the above formula would be placed into the insurance pool for out of pocket costs for employee spouse, employee children or family coverage.
- Employees enrolled in Premera Plan two (2) or five (5) are limited to fifty (50%) percent of the available pooling dollars.
- The District agrees to contribute ten thousand (\$10,000.00) dollars to the insurance pool for a total of nineteen thousand two hundred (\$19,200.00) dollars.
- Benefit FTE shall be calculated as: One hundred eighty (180) days times base contract hours plus holiday divided by one thousand four hundred forty (1,440) hours.

This Letter of Agreement shall become effective on September 1, 2018, and shall remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

KENNEWICK SECRETARIES  
  
BY: \_\_\_\_\_  
Rhonda Crosby, Chapter President

KENNEWICK SCHOOL DISTRICT #17  
  
BY: \_\_\_\_\_  
Betsy Dickinson, Classified Human  
Resource Mgr.

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

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

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, KENNEWICK ASSOCIATION OF EDUCATIONAL SECRETARIES CHAPTER AND THE KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE I SECTION 1.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Due to the variation in skillsets and requirements of the various secretarial positions a Tier Schedule has been established between the Association and the District.

The following Tiers have been established as:

**Tier A** – Positions in which the primary functions are to meet and greet visitors, handle and route calls, perform basic clerical tasks and/ or perform skills in various software and data entry. Secretaries in these positions must be able to audit own work and carry a high responsibility for data as well as student and staff interaction and assistance.

**Tier B** – Performs all duties of Tier A. In addition, is responsible for department/school oversight of multiple processes, including payroll, requisitions, statistical management and special assignments. Must have a high level of ability to work independently with minimal instructions, manage multiple software programs, direct work flow and work product of others, manage schedule of school, department or supervisor, independently solve problems and manage staff, students or the public. Advanced computer skills are required.

**Tier C** – In addition to the ability to perform all functions of Tiers A and B, secretaries in Tier C are the primary department secretary for support departments throughout the District. The secretary manages payroll for department employees, manage all secretarial functions for the department and are the primary support for the department manager(s).

The Lead Secretary of each school would be considered the Principal’s Secretary and will work eight (8) hours per day and will be responsible for payroll, substitutes, etc.

This Letter of Agreement shall become September 1, 2018 and shall remain in effect until August 31, 2022 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

KENNEWICK ASSOCIATION OF  
EDUCATIONAL SECRETARIES CHAPTER

KENNEWICK SCHOOL DISTRICT # 17

BY: \_\_\_\_\_  
Rhonda Crosby, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified Human  
Resource Mgr.

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

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



**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, KENNEWICK ASSOCIATION OF EDUCATIONAL SECRETARIES CHAPTER AND THE KENNEWICK SCHOOL DISTRICT PURSUANT TO ARTICLE I, SECTION 1.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

**The parties met and agree to the following:**

The Science Resource Center (SRC) supplies science kits to numerous school districts throughout the region. One of the positions in the SRC is that of the SRC Specialist, which is an off-schedule (non-bargaining) position. Early in the history of the SRC, this person was involved with oversight of the day to day operations of the SRC. After a full-time manager was hired, this position changed and the primary duties of the SRC Specialist became more clerical in nature.

The person in the Specialist position is resigning at the end of the school year. With the position vacated, the District proposes that this position become a bargaining position in the Kennewick Association of Educational Secretaries Chapter.

The SRC also employs a secretary. This position has also changed over time to the point that there are limited clerical duties performed in this position. The District believes this position fits best in the Paraeducator unit.

The duties of the current secretary are focused on assisting in the organization, preparation and refurbishment of science kits and equipment. The District proposes that this position be moved to the paraeducator unit. However, there is an employee in this position and to prevent financial harm, the District recommends the following:

1. If the employee (Dian Mauth) currently in the Secretary position is awarded the Office Secretary (formerly the SRC Specialist) position, PSE agrees to post the vacated position as a Paraeducator.
2. If the employee (Dian Mauth) remains in her current position, PSE agrees to post the position as a Paraeducator position when the position is vacated in the future.

This Letter of Agreement shall become effective September 1, 2018 upon signatures and shall remain in effect until August 31, 2022 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

KENNEWICK ASSOCIATION OF  
EDUCATIONAL SECRETARIES CHAPTER

KENNEWICK SCHOOL DISTRICT # 17

BY: \_\_\_\_\_  
Rhonda Crosby, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified Human  
Resource Mgr.

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

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

1 MEMORANDUM OF UNDERSTANDING

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4 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE  
5 FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON  
6 / SEIU LOCAL 1948, KENNEWICK ASSOCIATION OF EDUCATIONAL SECRETARIES  
7 CHAPTER AND THE KENNEWICK SCHOOL DISTRICT PURSUANT TO ARTICLE XXIV,  
8 SECTION 24.1. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
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12 The District will provide a one-time VEBA payment in the amount of one hundred fifty (\$150.00)  
13 dollars in the January 2019 payroll to each employee under contract for four or more hours per day.  
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22 This Memorandum of Understanding shall become effective September 1, 2018 and shall remain in  
23 effect until August 31, 2019 and shall be attached to the current Collective Bargaining Agreement.  
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28 PUBLIC SCHOOL EMPLOYEES OF  
29 WASHINGTON/SEIU LOCAL 1948

30 KENNEWICK ASSOCIATION OF  
31 EDUCATIONAL SECRETARIES CHAPTER

KENNEWICK SCHOOL DISTRICT # 17

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36 BY: \_\_\_\_\_  
37 Rhonda Crosby, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified Human  
Resource Mgr.

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

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