Section 1.3

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

## Section 3.5

The Kennewick School District No. 17 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age honorable 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 to the Boy Scouts and other designated youth groups. 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 7.4

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

## Section 10.1.

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

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

1. When there is a question regarding the employee's fitness for duty.

2. When the employee has exhausted all available sick leave.

3. When an illness exceeds five (5) days.

4. When an employee is on an attendance improvement plan.

5. When the employee has requested and been denied other leave for the same days the employee takes sick leave.

## New Section (following Section 10.4)

#### Leave request process

All Leaves of Absence, Extended Medical Leaves, Parental, Adoption and Maternity Leave requests should be submitted via the appropriate form/format at least 30 days prior to the anticipated start date unless the leave is emergent in nature. The District may require documentation supporting the need for a leave that starts or stops without the 30 days' notice. For probationary employees, time on an approved leave of absence shall not count toward probationary status.

#### Section 10.5. Maternity Leave.

Upon application by an employee subject to this Agreement, the District shall grant maternity leave. Such leave shall commence at such time as the employee and her medical advisor deem necessary. The District may require medical certification. Employees granted maternity leave must return to work not later than sixty (60) calendar days following termination of pregnancy. Employees granted maternity leave, shall, at their option, be allowed compensation for maternity-leave in accordance with Section 10.1 of this Article. After exhaustion of the sixty (60) calendar days, such employees may be granted a leave of absence pursuant to Article XI of this Agreement.

An employee requesting maternity leave shall give written notice to the district at least 30 days prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment. The employee may use accrued sick, personal, and vacation leave concurrently with any applicable federal or state leave. Once exhausted, the employee must request an unpaid personal leave of absence for continued child bonding up to ninety (90) days. If the employee does not qualify for federal or state leave, the employee may use accrued sick, personal and vacation leave up to sixty (60) calendar days after childbirth. Requests for additional leave beyond ninety (90) days after birth shall be submitted using Section 11.1 (non-medical) or Section 11.2 (medical)provided medical criteria is met.

## 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. An employee requesting a Personal Leave of Absence shall give written notice to the district at least thirty (30) days prior to commencement of said leave. 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 layoff 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

### New Section

Employees taking leave to do student teaching, practicum and/or observation hours shall request an unpaid leave of absence or take deduct days to complete their hours. Employees taking leave specifically to student teach shall have their position posted and apply for open positions if they opt to return as a secretary. Such employees shall retain their seniority date for six (6) months from the date of the unpaid leave.

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 on the District website. A copy of each posting shall be electronically provided to the Chapter President. Postings shall be publicized for five (5) workdays or until filled.