

KENNEWICK SECRETARIES 2022 BARGAINING

Key:

Black = Current CBA Language Blue = PSE Proposal Green = District Proposal Red = Housekeeping

KESA Chapter Bargaining **PSE** Proposal Status Tracking

Updated: 3/23/22 (after 1st Session)

| PSE Proposal # | Topic | Status |
|----------------|--|------------|
| 1 | Section 3.5 – Rights of Employees | |
| 2 | Section 4.7 – Rights of Association | TA 3/23/22 |
| 3 | Section 7.1 – Hours of Work | TA 3/23/22 |
| 4 | Clarification for Section 7.6.1 – Rescheduling Workday | |
| 5 | Section 7.8 – Hours of Work | |
| 6 | Section 8.1 – Overtime | TA 3/23/22 |
| 7 | Section 9.1 - Holidays | |
| 8 | Section 10.5 – Maternity Leave | |
| 9 | Section 10.6 – Sick Leave | |
| 10 | New Section 10.8 – WA PFML | |
| 11 | Section 13.5 – Seniority | |
| 12 | New Section 13.6 – Seniority | |
| 13 | New Section 14.2.1 – Probationary Period | |
| 14 | Section 18.2-18.9 Replace insurance language w/SEBB | |
| 15 | Section 19.1.1 – Professional Development | |
| 16 | Article XX, Section 20.1.2 – Member Lists | |
| 17 | Section 20.3 – Check off | |
| 18 | New Section 20.4 New Hire Notification | |
| 19 | Move Section 4.8 to New Section 20.5 – Reasonable Access | |
| 20 | New Section 20.6 New Employee Orientation | |
| 21 | Performance Appraisal | |
| | | |

Proposals Still To Come:

- Schedule A & B proposals
- Term of Contract
- Review of existing LOAs/MOUs
- Pending Legislative Impacts

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PSE PROPOSAL # 1

DISTRICT TA SIGNATURE/DATE _____

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Article III: Right of Employees

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~~ **employees** who are interested in participating in all education programs and/or extra-curricular school activities in the Kennewick School District.

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PSE PROPOSAL # 2

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Article IV: Rights of the Association

Section 4.7.

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

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PSE PROPOSAL # 3

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Article VII: Hours of Work

Section 7.1.

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

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PSE PROPOSAL # 4

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Article VII: Hours of Work

PSE seeking clarification, which may result in bargaining proposal

Section 7.6.1. Rescheduling Workday.

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

LESS THAN 12 MONTH EMPLOYEES:

- A. Employees will work the identified make-up days (or a portion thereof as appropriate).
- B. The supervisor and the employee will mutually schedule the unworked hours.
- C. The employee may request debiting his/her vacation or personal leave bank or emergency leave. **Clarify personal leave in hourly increments and add comp time**
- D. The employee may accept a deduction of pay for the unworked hours.
- E. The employee may opt to have their contract extended by the number of days missed and work those days.

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

12 MONTH EMPLOYEES:

- A. The supervisor and the employee will mutually schedule the unworked hours.
- B. The employee may request debiting his/her vacation, personal leave bank or emergency leave.
- C. The employee may accept a deduction of pay for the unworked hours.
HR please clarify regular hours on snow days

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

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

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PSE PROPOSAL # 5

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Article VII: Hours of Work

Section 7.8.

Secretaries needing additional time to complete their work may do so with the approval of the supervisor. **The employee shall be compensated by pay or comp time mutually agreed upon by the employee and supervisor.**

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Article VIII: Overtime

Section 8.1.

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

To avoid a workload hardship, use of comp time must be mutually agreed upon and every effort should be made to avoid utilization of comp time during student-present days. Comp time use by less than twelve (12) month employees shall be used on non-school attendance days whenever possible. Requests may be granted on a case-by-case basis. Requests shall not be denied unless there is a legitimate business necessity.

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PSE PROPOSAL # 7

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Article IX: Holidays

Section 9.1

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

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

Add Juneteenth (June 19) to the list of paid holidays

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PSE PROPOSAL # 8

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Article X: Sick Leave

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 two (2) weeks 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 Federal leave such as FMLA is exhausted employees will have the opportunity to exhaust any remaining accrued sick leave for child bonding. 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 provided medical criteria is met.

[Please note: above language adopted from 2021-2024 Para contract, pg.14]

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PSE PROPOSAL # 9

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Article X: Sick Leave

Section 10.6. Personal Leave.

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

Employees shall be entitled to use personal leave in hourly, half (1/2) day increments or full day increments.

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PSE PROPOSAL # 10

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Article X: Sick Leave

ADD NEW Section

Section 10.8. Washington Paid Family and Medical Leave (PFML).

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- The District shall annually notify employees about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family unless otherwise extended by specific circumstances. See above website.
- To qualify for PFML, employees must work eight hundred and twenty (820) hours or more in the qualifying period, which shall be defined as the first four (4) of the last five (5) completed calendar quarters starting from which the employee makes their claim for benefits. PFML may not be taken without a qualifying event.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.

Section 10.8.1.

All paid leave shall count towards hours worked for PFML accrual purposes. If paid leave is used concurrently with PFML it will be considered a supplemental benefit. Example: (PFML may pay 90% of employee’s wage, employee may utilize their own leaves to supplement the 10% pay loss).

[Please note: above language adopted from 2021-2024 Para contract, pg.15]

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PSE PROPOSAL # 11

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Article XIII: Seniority

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.~~

The District shall publicize the availability of open positions (including extra curricular activities) on the District website within ten (10) workdays after the District determines the opening. A copy will be emailed to the Chapter President/Co-Presidents. All postings shall be forwarded via email from HR to employees. Announcements will be posted on the District website for a minimum of five (5) workdays. The job posting shall include the minimum hourly rate.

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.

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PSE PROPOSAL # 12

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Article XIII: Seniority

ADD NEW SECTION

Section 13.6

Full time and regular employees who bid on and are awarded a different position within their current tier or in another tier (including a lead position), shall be considered to be in a qualification period not to exceed sixty (60) workdays, with the right to return to his/her previous position. During this period, the employee will be evaluated and/or trained in the skills and requirements of the new position. A substitute employee shall be assigned to fill such employee's former position during the qualification period if necessary. An employee may voluntarily request to return to his/her former position or may be returned to his/her former position if found to be deficient in the skills of the position during the qualification period. Any decision to return an employee to his/her former position will be made by the sixtieth (60th) workday.

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PSE PROPOSAL # 13

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Article XIV: Probationary Period

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. **All employees are subject to only one(1) probationary period.** 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.

ADD NEW SECTION

Section 14.2.1.

After the initial probationary period, employees who bid on and are awarded a new job assignment must remain in that position for the duration of the school year unless a new or open position offers monetary gain, such as an increase in hours. However, in the event that extenuating circumstances exist, the District and the Association will consider the situation on a case-by-case basis.

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PSE PROPOSAL # 14

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Remove of old insurance contract sections and program language in Article XVIII, Section 18.2 through Section 18.9. Replace with School Employees Benefit Board (SEBB) language.

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.

The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Eligibility

- **SEBB health care plans are available for individual employees who work a minimum of 630 hours or are anticipated to work 630 hours or more in school year (September 1 – August 31).**

Programs

The regionally accessible health care programs provided by SEBB carriers will be available to employees and will include:

REQUIRED (100% covered premium)

- **Vision**
- **Dental**
- **Basic Life**

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- **Long Term Disability**
- **AD&D Insurance**

Voluntary

- **SEBB medical plans**

Other Benefits

Flexible Spending Arrangement, Medical Flex, Savings Accounts, Dependent Care Assistance, and other voluntary employee paid SEBB programs will be available to employees under terms as determined by SEBB. The District will provide access to an Employee Assistance Program at no cost to the employee. Other Non-SEBB programs are available to employees but are not funded from the amount provided by the District.

The District and Association will mutually determine non-SEBB voluntary plans. These plans may not be implemented without prior written agreement of the District and Association. A list of the programs eligible for payroll deduction is available at the District payroll office.

Enrollment Period

Enrollment period will be from October 1 to November 15 or as otherwise set by SEBB. When the enrollment ends, no insurance options may be added or deleted during the contract year except for changes in family status or job status. If an employee fails to enroll within the open enrollment period the employee will be placed on the default medical, dental and vision plans as determined by SEBB.

If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior to the first day of the following month. If the employees fail to enroll, they will be placed in a default medical, dental and vision plans as determined by SEBB. Coverage will begin the first day of the month following the date of hire.

Termination of Benefits

For employees who resign their position but are employed through the last workday of the school year, their resignation will be deemed effective on August 31 and their SEBB benefits will continue to that date. When resignation/termination takes places during the school year, the employee's SEBB benefits will continue to the last day of the month in which resignation/terminations occurs.

Sharing Health Care Contributions

SEBB does not allow for dual coverage within SEBB.

Spouses/domestic partners who are both employees of the District may choose to enroll both employees for medical coverage under one (1) SEBB account along with medical and

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required benefits for their dependents. However, each employee must register for dental, vision and other required benefits under their own SEBB account.

Health Care Authority (HCA)

The HCA contributions will be paid in full by the district SEBB remittance.

Ineligibility

If the District does not anticipate an employee will be eligible, they must notify the employee as per all SEBB rules and laws. The District will not deny or limit an employee's work hours for the purpose of preventing SEBB benefit eligibility.

[Please note language excerpted from 2021-2024 Para CBA]

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PSE PROPOSAL # 15

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Article XIX: Professional Development

Section 19.1.

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

Section 19.1.1.

When the District assigns additional **secretarial** duties to a specific employee, ~~the employee will be provided any necessary, specific training as determined by the supervisor within a reasonable time prior to the date of implementation.:~~

- 1. The employee will be provided any necessary, specific training as determined by the supervisor within a reasonable time prior to the date of implementation.**

- 2. Any additional duties as assigned shall be secretarial in nature.**

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PSE PROPOSAL # 16

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Article XX: Association Membership, Checkoff, and Dues Deduction

Section 20.1.2. Classified Employee Report to the Union (Member Lists).

~~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.~~

The District agrees to provide the following employee information in electronic format to membership@pseofwa.org and the Chapter membership Officer on a monthly basis:

- **Employee Names who are (hired, rehired, transferred, reclassified)**
- **Addresses**
- **Phone numbers**
- **ID number**
- **Job Classification**
- **Location**
- **Hire date**
- **Union Dues paid**
- **Any employee on layoff or leave of absence**

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PSE PROPOSAL # 17

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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. **Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership/employee status changes.**

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PSE PROPOSAL # 18

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NEW Section 20.4. New Hire Notification.

The District will provide the Membership Officer electronic notification within ten (10) days of hire date. Information will include employee name, address, personal phone number, classification, job title, work location, and work and personal email address of all newly hired bargaining unit employees.

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PSE PROPOSAL # 19

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Propose moving Section 4.8 to Section 20

Retitle to 20.5 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.~~

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. “Reasonable access” for the purposes of this section means the access to the new employee occurs within two (2) weeks of the employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the Employer and PSE.

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PSE PROPOSAL # 20

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ADD NEW SECTION

Section 20.6 New Employee Orientations

The Employer will provide PSE at least ten (10) days' notice before any scheduled New Employee Orientation, and within forty-eight (48) hours in advance notification of the orientation will provide an electronic list of expected participants.

The Employer will provide PSE no less than thirty (30) minutes to make a presentation at the beginning of each New Employee Orientation. Employer representatives shall not be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at the Orientation. If the meeting is conducted virtually, the Employer will provide PSE with a current personal email and phone number to reach each new hire, consistent with the New Hire Notification section below.

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PSE PROPOSAL # 21

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KENNEWICK SCHOOL DISTRICT #17- Secretaries

Performance Appraisal for Classified Employees

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

NAME OF EMPLOYEE: _____ POSITION: _____
 DEPARTMENT: _____ SCHOOL: _____ DATE: _____

| | Unsatisfactory | Needs Improvement | Meets Expectation | Primary Job Functions: |
|---|----------------|-------------------|-------------------|---|
| + | | | | 1. Job Knowledge and Performance: Exhibits a full understanding of all aspects of the position. |
| | | | | 2. Quality of work: Exhibits accuracy, efficiency, meets deadlines, works effectively with staff and students. |
| | | | | 3. Dependability: Follows through on instructions, completes assignments, completes work in a timely manner, is on duty as assigned. |
| | | | | 4. Initiative: Able to complete tasks with appropriate level of supervision, takes independent action when necessary, actively pursues professional development. |
| | | | | 5. Problem Solving: Solves problems effectively, remains calm, stays focused on the problem at hand. |
| | | | | 6. Professionalism: 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. |
| | | | | 7. Attendance: Is in regular in attendance and punctual to assigned duties. |
| | | | | 8. Cooperation/Teamwork: 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. |
| | | | | 9. Work Environment: Keeps work environment neat and organized. |
| | | | | 10. Safety: 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

2018-2022 Collective Bargaining Agreement
Kennewick Secretaries / Kennewick School District #17
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Correct formatting to ensure words are formatted on one line

Remove Job Function #9

| | | | |
|--------------------|----------------------|--------------|--------------|
| Counter By: | Response Type | Date: | Time: |
| PSE or District | Proposal/Counter/TA | | |

KENNEWICK SECRETARIES 2022 BARGAINING

Key:

Black = Current CBA Language Blue = PSE Proposal Green = District Proposal Red = Housekeeping
