

COLLECTIVE BARGAINING AGREEMENT BETWEEN
KENNEWICK SCHOOL DISTRICT #17
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
KENNEWICK EDUCATIONAL SECRETARIES ASSOCIATION

SEPTEMBER 1, 2022 – AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of Human Resources policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to Human Resources policies, practices, and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Kennewick School District Number 17 (hereinafter "District" or "Employer") and the Kennewick Association of Educational Secretaries, an affiliate of Public School Employees of Washington/SEIU Local 1948.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3 below, and the Association recognizes the responsibility of representing the interest of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

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 (1st)
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 (91st) working day
20 in that position.
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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.
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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 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 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 1st 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 paper or electronic copy of this agreement to be furnished 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

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

Section 6.6.

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

Section 6.7.

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

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.

Section 7.1.1. Flex-Time.

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

Section 7.2. Meals and Rest Breaks.

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

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

Section 7.3.

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

1 **Section 7.4.**

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

4
5 **Section 7.5.**

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

10
11 **Section 7.6.**

12 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
13 District will make every effort to notify each employee to refrain from coming to work. This
14 notification shall be made in the form of public radio/TV announcements and on the District website
15 and automated notification system. Employees reporting to work shall receive a minimum of two (2)
16 hours pay at base rate in the event of such a closure; provided, no employee shall be entitled to any
17 such compensation in the event he/she they has been actually notified by the District of the closure
18 prior to leaving home for work. Any lost time due to delayed school opening will be made up in
19 cooperation with the Principal or Supervisor.

20
21 **Section 7.6.1. Rescheduling Workday.**

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

24
25 **Less Than 12 Month Employees:**

- 26 A. Employees will work the identified make-up days (or a portion thereof as appropriate).
27
28 B. The supervisor and the employee will mutually schedule the unworked hours.
29
30 C. The employee may request debiting his/her vacation or personal leave bank or
31 emergency leave.
32
33 D. The employee may accept a deduction of pay for the unworked hours.
34
35 E. The employee may opt to have their contract extended by the number of days missed
36 and work those days.

37
38 The employee will identify the choice in Timecard Online by the cut-off date for that pay
39 period.

40
41 **12 Month Employees:**

- 42 A. The supervisor and the employee will mutually schedule the unworked hours.
43
44 B. The employee may request debiting his/her vacation, personal leave bank or
45 emergency leave.
46
47 C. The employee may accept a deduction of pay for the unworked hours.
48
49

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

3
4 This section pertains to rescheduling of workdays as applicable to Section 7.6. only.

5
6 **Section 7.7.**

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

9
10 **Section 7.8.**

11 Secretaries needing additional time to complete their work may do so with the prior approval of the
12 supervisor. Time shall be pay, compensatory time, or flex time. No employee shall be compelled to
13 take flex time or compensatory time in lieu of pay.

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16
17 **ARTICLE VIII**

18
19 **OVERTIME**

20
21 **Section 8.1.**

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

27
28 To avoid a workload hardship, use of comp time must be mutually agreed upon and every effort should
29 be made to avoid utilization of comp time during student-present days. Comp time use by less than
30 twelve (12) month employees shall be used on non-school attendance days whenever possible.
31 Requests may be granted on a case-by-case basis. Requests shall not be denied unless there is a
32 legitimate business necessity.

33
34 **Section 8.2.**

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

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 | 9. Thanksgiving Day |
| 2. Martin Luther King's Birthday | 10. Friday after Thanksgiving |
| 3. Presidents' Day | 11. Christmas Day |
| 4. Memorial Day | 12. Day before Christmas
(for 12-month contract employees) |
| 5. Juneteenth (June 19 th) | 13. Day before New Year's Day
(for 12-month contract employees) |
| 6. Independence Day | |
| 7. Labor Day | |
| 8. Veterans' Day | |

Section 9.2.

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

Section 9.3.

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

Section 9.4.

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

Section 9.5. Unworked Holidays.

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

ARTICLE X

SICK LEAVE

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

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.

Emergency Leave:

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

Section 10.1.1. Sick Leave Attendance Incentive Program.

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

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) days monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation.

Section 10.1.2.

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

Section 10.2. On-the-Job-Injury.

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

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

3
4 There is no buy back provision for any leave use with the exception of sick leave.

5
6 **Section 10.3. Bereavement Leave.**

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

13
14 **Section 10.4.**

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

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

24
25 **Section 10.5. Maternity Leave.**

26 An employee requesting maternity leave shall give written notice to the District at least two (2) weeks
27 prior to commencement of said leave. The written request for maternity leave should include a
28 statement as to the expected date of return to employment. The employee may use accrued sick,
29 personal, and vacation leave concurrently with any applicable federal or state leave. Once Federal
30 leave such as FMLA is exhausted employees will have the opportunity to exhaust any remaining
31 accrued sick leave for child bonding. Once exhausted, the employee must request an unpaid personal
32 leave of absence for continued child bonding up to ninety (90) days. If the employee does not qualify
33 for federal or state leave, the employee may use accrued sick, personal, and vacation leave up to sixty
34 (60) calendar days after childbirth. Requests for additional leave beyond ninety (90) days after birth
35 shall be submitted using Section 11.1 provided medical criteria is met.

36
37 **Section 10.5.1. Parental Leave.**

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

43
44 **Section 10.6. Personal Leave.**

45 Each employee is granted three (3) days of personal leave, which may be utilized for any purpose,
46 discrete from sick leave. Employees may cash out all of the unused days of personal leave at full pay
47 or accumulate up to four (4) unused days or roll unused leave one hundred (100%) percent into sick
48 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.

Section 10.6.1.

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

Section 10.7. Family Leave.

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

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).

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. 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 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.

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 unpaid leave.

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, their position will be posted as a continuing position. If the District has received medical notification that the employee will no longer be able to perform the essential functions of the position, and after discussion with the employee, the District has determined that no reasonable accommodation can be made, the position will be posted as a continuing position. If such leave is granted due to extended illness, one (1) additional year may be granted, allowing the employee to retain their seniority date during this period for up to two (2) years from the initial date of leave.
2. Should the employee be released to return to work after their position is posted but before their seniority date has expired, the employee will remain in "lay-off" status. Section 13.4.1. shall apply.

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

Section 11.3. 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 anticipated start date unless the leave is emergent in nature. The District may require documentation supporting the need for leave that starts or stops without the 30 days' notice. For probationary employees, time on an approved leave of absence shall not count towards probationary status.

ARTICLE XII

VACATIONS

Section 12.1.

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

Section 12.1.1.

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

Section 12.1.2.

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

9 month employees	=	minimum 9 days' vacation
10 month employees	=	minimum 10 days' vacation
11 month employees	=	minimum 11 days' vacation
12 month employees	=	minimum 12 days' vacation

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

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

Section 12.1.3.

On completion of five (5) consecutive years of service, each employee shall receive one (1) additional day paid vacation annually for each additional consecutive year of service to a maximum of twenty (20) days paid annual vacation. Employees who work five (5) consecutive months in their first year of employment will have a full year's credit toward the five (5) consecutive years in this section.

Section 12.1.4.

Vacation shall be granted to all employees on September 1, based upon their hours worked in the prior year ending August 31st.

12-month Employees:

- Vacations for twelve (12) month employees shall be scheduled by mutual agreement of the employee and the supervisor. Requests shall not be denied unless there is a legitimate business necessity. Vacation may be taken in hourly increments.
- A maximum of five (5) unused vacation days may be cashed out by twelve (12) month employees by August 31st of each year.
- Five (5) unused vacation days will automatically be cashed out on the August paycheck if not specifically requested to be cashed out earlier by the employee or designated for accumulation by the employee.
- Up to five (5) unused vacation days a year may be carried over to December 31st, following the accrual date with approval of the immediate supervisor.

- No vacation may be carried over beyond December 31st; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.
- A substitute will be provided when vacation is approved.

Less than 12-month Employees:

- Vacations for employees less than twelve (12) months at the school site 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. Vacation may be taken in hourly increments
- Vacation for less than twelve (12) month employees may be cashed out anytime in the contract year.
- Unused vacation days will automatically be cashed out on the August paycheck if not specifically requested to be cashed out by the employee by the July payroll cutoff date.
- Up to five (5) unused vacation days a year may be carried over for a maximum of thirty (30) days following the accrual date with approval of the immediate supervisor.
- No vacation may be carried over for more than thirty (30) days beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.
- A substitute will be provided when vacation is approved.

Section 12.1.5.

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

Section 12.2.

Sick leave sharing may be utilized in accordance with RCW 41.04.665 as now or hereafter amended. The purpose of this section is to permit employees to donate accumulated leave to a fellow employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has cause or is likely to cause the employee to take leave without pay or terminate his/her employment.

ARTICLE XIII

SENIORITY

Section 13.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 13.1.1.

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

Section 13.2.

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

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

Section 13.3.

Seniority rights shall not be lost for the following reasons:

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

Section 13.4.

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

Section 13.4.1.

- 1. In the event of a layoff, reduction in force, or cut in hours, the Association President shall be notified as soon as possible.
- 2. The employees subject to this agreement and in the classifications of Secretary and Library 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.

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Ex 13.5.

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.

PROBATIONARY PERIOD

Section 14.2.

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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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 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
- 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.

1 **Sharing Health Care Contributions**

2 SEBB does not allow for dual coverage within SEBB. Spouses/domestic partners who are both
3 employees of the District may choose to enroll both employees for medical coverage under one
4 (1) SEBB account along with medical and required benefits for their dependents. However,
5 each employee must register for dental, vision and other required benefits under their own
6 SEBB account.

7
8 **Health Care Authority (HCA)**

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

10
11 **Ineligibility**

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

15
16 **Section 18.3.**

17 In the event that the insurance settlement with other PSE employee groups exceeds the provisions of
18 this Agreement during the term of the Agreement, the insurance section shall be reopened upon request
19 of the Association.

20
21 **18.4. Personal Property Damage.**

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

- 25
- 26 1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250.00) per
27 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is
28 damaged beyond repair, actual value at the time of the damage may be claimed.
 - 29
 - 30 2. Items under twenty-five dollars (\$25.00) will not be subject to claim pursuant to this section.
 - 31
 - 32 3. Requests for reimbursement shall be made on the District Property Loss\Damage form and
33 submitted to the business office.
 - 34
 - 35 4. Employees eligible for reimbursement under this provision shall register personal property with
36 the District Manager of Maintenance and Operations.
 - 37

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

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:

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 assigned health room duties shall include detailed initial training of secretarial staff by nursing staff and follow-up as needed/requested by nursing staff to ensure the needs of student(s) is met.

Section 19.2.

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

Section 19.3. Mentor Program

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

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

Mentoring during work hours is allowed but does not earn additional pay. Clock hours can be earned by both mentor and mentee. Mentoring that occurs after hours can earn clock hours or additional pay. Mentors requesting to mentor more than one (1) mentee per year must receive additional approval from the Classified Human Resources Manager or Designee in order to receive twenty (20) paid hours or twenty (20) clock hours per mentee.

Section 19.3.1.

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

1 **Section 19.3.2.**

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

4
5 **Section 19.3.3.**

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

8
9 **Section 19.4.**

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

12
13 **Section 19.5.**

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

22
23 **Section 19.6.**

24 Secretaries may choose to attend trainings on Professional Development Days throughout the school
25 year. Employees may receive clock hours or hourly compensation. The District and Staff Development
26 Committee shall develop mutually agreed upon trainings. Planning and implementation of the trainings
27 shall be in place by May of previous school year, to take place the following school year.

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29
30
31 **ARTICLE XX**

32
33 **ASSOCIATION MEMBERSHIP, CHECKOFF, AND DUES DEDUCTION**

34
35 **Section 20.1.**

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

43
44 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
45 Washington on a monthly basis. PSE will indemnify, defend, and hold the District harmless against
46 any claims made and against any suit brought against the District on account of any payroll deductions
47 for PSE. PSE agrees to refund the District any amounts paid to them in error.

1 **Section 20.1.1. Local Chapter Dues.**

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

3
4 **Section 20.1.2. Classified Employee Report to the Union (Member Lists).**

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

- 7
8 • Employee Names who are (hired, rehired, transferred, reclassified)
9 • Addresses
10 • Phone numbers
11 • ID number
12 • Job Classification
13 • Location
14 • Hire date
15 • Union Dues paid
16 • Any employee on layoff or leave of absence
17

18 **Section 20.2.**

19 Under Washington law, the employer will not discriminate, restraint, retaliate, coerce, or interfere with
20 an employee's right to join the Association. Shall an employee elect to revoke their membership it
21 shall be done through the Public School Employees of Washington.
22

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

24
25 **Political Action.**

26 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
27 deduct from the pay of such bargaining unit employee the amount of contribution the employee
28 voluntarily chooses for deduction for political purposes and shall transmit the same electronically to
29 the Union on the Union dues transmittal check. The employee may revoke the request at any time. At
30 least annually, the employee shall be notified by the PSE State Office about the right to revoke the
31 request.
32

33 **Check off.**

34 The District shall deduct PSE dues and political action contributions from the pay of any employee
35 who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all
36 such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly
37 basis. Submissions are to include all employees covered by the Collective Bargaining Agreement. A
38 dues remittance form needs to accompany the payment every month and include
39 membership/employee status changes.
40

41 **Section 20.4. New Hire Notification.**

42 The District will provide the Membership Officer electronic notification monthly. Information will
43 include employee name, address, personal phone number, classification, job title, work location, and
44 work and personal email address of all newly hired bargaining unit employees.
45

46 **Section 20.5.**

47 The District will provide the Association reasonable access to new employees of the bargaining unit
48 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.

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.

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

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

- 5
6 A. The facts on which the grievance is based;
7 B. A reference to the provisions in this Agreement, which have been allegedly violated; and
8 C. The remedy sought.
9

10 The employee shall submit the written statement of grievance to his/her immediate supervisor,
11 within ten (10) workdays of the conclusion of Step I or if no meeting, ten (10) workdays from
12 the submission meeting request for reconsideration and shall submit a copy to the official in the
13 Administration responsible for personnel. The parties will have five (5) workdays from
14 submission of the written statement of grievance to resolve it by indicating on the statement of
15 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
16 sign it.
17

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

19 If no settlement has been reached within the five (5) days referred to in the preceding
20 subsection, and the Association believes the grievance to be valid, a written statement of
21 grievance shall be submitted by the Association within fifteen (15) workdays to the District
22 Superintendent or his designee. After such submission, the parties will have ten (10) workdays
23 from submission of the written statement of grievance to resolve it by indicating on the
24 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
25 grievance shall sign it.
26

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

28 If no settlement has been reached within the ten (10) days referred to in the preceding
29 paragraph a written statement of grievance shall be submitted within fifteen (15) workdays to
30 the District Board of Directors. The Board will meet within fifteen (15) days to hear the matter.
31 After the Board's meeting, they will render their decision within ten (10) days.
32

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

34 If no settlement has been reached within the ten (10) days referred to in the preceding
35 subsection, the Association may demand arbitration for the grievance. Any dispute, claim or
36 grievance arising out of or relating to the interpretation or the application of this Agreement
37 shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the
38 American Arbitration Association. If mutually agreed, the parties may submit to arbitration
39 under the Expedited Labor Arbitration Rules of the American Arbitration Association. The
40 parties further agree to accept the arbitrator's award as final and binding upon them.
41

42 **Section 21.2.6.**

43 The grievance or arbitration discussions shall take place whenever possible on school time. The
44 Employer shall not discriminate against any individual employee or the Association for taking
45 action under this Article.
46
47
48

ARTICLE XXII

SALARIES

Section 22.1.

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

- 2022-2023: All employees shall receive 5.5% IPD.
- 2023-2024: All employees shall receive IPD.
- 2024-2025: All employees shall receive IPD.

Section 22.2.

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

Section 22.3.

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

Section 22.4.

Incremental steps, where applicable, shall take effect on September 1st of each year during the term of this Agreement.

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

Contract days + holidays x hours per day = base yearly hours = total pay hours x rate divided by twelve (12).

Section 22.6. Salaries: Payroll Errors.

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

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

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

Section 22.7. Longevity within Kennewick School District.

Years of service (longevity) within Kennewick School District is defined as continuous years of service within the entire District. Shall employees move from another bargaining unit in the

1 Kennewick School District to the Kennewick Association of Educational Secretaries Bargaining Unit
2 without a break in service those years shall be applicable for longevity purposes.
3

4 Employees who were hired prior to September 1, 2015, shall be grandfathered and have all years of
5 service within Kennewick School District apply for longevity purposes, regardless of a break in
6 service. It shall be the employee's responsibility to notify Human Resources should the employee
7 believe that he/she is entitled to credit for longevity purposes.
8
9
10

11 **ARTICLE XXIII**

12 **SEPARABILITY OF PROVISIONS**

14 **Section 23.1.**

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

19 **Section 23.2.**

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

23 The District shall not be required to implement any compensation provision of this agreement which
24 would cause it to be in violation of provisions of Chapter 16, Laws of 1981, Chapter 340, Laws of 1981 or
25 Chapter 392-140 WAC or amendments thereto. If reductions in compensation should be required by the
26 reference law and regulations, the District will provide the maximum amount of compensation to the
27 bargaining unit, which would be lawful. If additional entitlement should be determined to exist, base
28 salaries will be readjusted to ensure that the entire amount authorized by the legislature is paid to the
29 bargaining unit members.
30

31 **Section 23.3.**

32 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
33 such provision shall be renegotiated pursuant to Section 24.3.
34
35
36

37 **ARTICLE XXIV**

38 **TERM**

39 **Section 24.1.**

40 The term of this Agreement shall be September 1, 2022, to August 31, 2025. Each party shall be entitled
41 to one (1) language opener per year.
42
43
44

45 **Section 24.2.**

46 All provisions of this Agreement shall be applicable to the entire term of this Agreement
47 notwithstanding its execution date.
48

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.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

KENNEWICK ASSOCIATION OF
EDUCATIONAL SECRETARIES

KENNEWICK SCHOOL DISTRICT #17

BY: 
Melani Tackett (Sep 17, 2022 19:49 PDT)
Melani Tackett, Chapter President

BY: 

Toni Neidhold, Director of Human Resources

DATE: _____

DATE: _____

Kennewick Secretaries
Schedule A
Proposed August 31, 2022 - September 1, 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
						Longevity 1.5%	Longevity 1.5%	Longevity 1.5%
	0-1 YEAR	2 YEARS	3-4 YEARS	5-9 YEARS	10-15 YEARS	16-19 YEARS	20-24 YEARS	25+ YEARS
TIER A	\$19.56	\$21.70	\$23.62	\$23.97	\$24.33	\$24.69	\$25.06	\$25.44
Receptionist, High School Registrars, High School Attendance, Building Secretaries, HS Counseling, Community Education and Library Secretaries.								
TIER B	\$19.88	\$22.04	\$23.97	\$24.33	\$24.69	\$25.06	\$25.44	\$25.82
Lead Secretaries, HS/MS Data Processors, ASB Secretaries, MS Attendance/Registrar, All Administrative Level (Business Office, Federal, SPED, Elem/Secondary Department, Director Secretaries).								
TIER C	\$20.32	\$22.50	\$24.47	\$24.82	\$25.19	\$25.57	\$25.95	\$26.34
Nutrition Services Secretaries, Purchasing Secretary, Transportation Secretary, Maintenance Secretary, and Sub Dispatchers.								

Longevity shall be applied as per Section 22.7.

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.

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

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).

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 workplace.
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 (continued)
Kennewick School District #17 – Staff Development Committee
Salary Enhancement Program For Secretaries

PROCEDURES FOR CREDIT SALARY ENHANCEMENT PROGRAM

1. An employee wishing to earn credit toward salary enhancement for classes not already on the approved list must submit a pre-approval form to the Classified Human Resources 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. Pre-approvals should be submitted to the Classified Human Resources Office, ten (10) days prior to taking a class/workshop for review, and processing. If requirements are met, the application shall be processed as approved and the employee shall be notified.
4. To receive credit toward salary enhancement, employees must submit an application for clock hours to the Classified Human Resources Office upon completion of approved classes.
5. 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.
6. The applicant has the right of appeal to the Staff Development Committee within five (5) working days after receipt of disapproval.
7. Once earned, enhancement pay is continuing each year and is cumulative as earned thereafter.
8. One District point shall be granted for each ten (10) hours of attendance in approved classes. Credits are cumulative to a maximum of eleven hundred dollars (\$1,100.00).

Payment Schedule:

Step 1:	6 approved points (60 clock hours)	=	\$300.00	Per Year
Step 2:	6 additional points (120 clock hours)	=	\$400.00	Per Year
Step 3:	6 additional points (180 clock hours)	=	\$500.00	Per Year
Step 4:	6 additional points (240 clock hours)	=	\$600.00	Per Year
Step 5:	6 additional points (300 clock hours)	=	\$700.00	Per Year
Step 6:	6 additional points (360 clock hours)	=	\$800.00	Per Year
Step 7:	6 additional points (420 clock hours)	=	\$900.00	Per Year
Step 8:	6 additional points (480 clock hours)	=	\$1,000.00	Per Year
Step 9:	6 additional points (540 clock hours)	=	\$1,100.00	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 30th. There will be no exceptions to the deadline submittal date.

ADDENDUM – Application for Enhancement Pay

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: _____

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

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

COMMENTS REQUIRED ON ALL BUT “MEETS EXPECTATIONS”

Unsatisfactory	Needs Improvement	Meets Expectations	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 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 organized and pays attention to detail.
			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

Rvwd. 2022