

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KENNEWICK SCHOOL DISTRICT #17

AND

**PUBLIC SCHOOL EMPLOYEES OF KENNEWICK
MAINTENANCE & OPERATIONS**

SEPTEMBER 1, 2022 – AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

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1
2
PREAMBLE

3 This Agreement is made and entered into between Kennewick School District #17 (hereinafter
4 "District") and Public School Employees of Kennewick Maintenance and Operations, an affiliate of
5 Public School Employees of Washington; / SEIU Local 1948 (hereinafter "Association").
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
9 agree as follows:
10

11
12
ARTICLE I

13
14
RECOGNITION AND COVERAGE OF AGREEMENT

15
Section 1.1.

16 The District hereby recognizes the Association as the exclusive representative of all employees in the
17 bargaining unit described in Section 1.4., and the Association recognizes the responsibility of
18 representing the interests of all such employees.
19

20
Section 1.2.

21 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
22 as deputy, administrative assistant, or supervisor necessarily imply a confidential relationship to the
23 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
24

25
Section 1.3.

26 The District shall develop uniform job descriptions for all classifications subject to this Agreement.
27

28
Section 1.4.

29 The bargaining unit to which this Agreement is applicable shall consist of all regular full-time and
30 part-time classified employees in the following general job classifications: Mechanical to include
31 Electricians, Plumbers, HVAC, Boilers and Vehicle Mechanics; Structural to include Carpenters,
32 Painters, Welders. Locksmith, Warehouse/Delivery, Printshop, Grounds, Custodial, Security; and
33 General Laborer.
34

35 Substitute employees who work twenty (20) consecutive or thirty (30) cumulative days in any one year
36 or preceding year will be represented only for such purposes as wages as outlined in Schedule A and
37 will not receive any other contract benefits. Substitutes meeting the above criteria shall receive the
38 probationary rate.
39
40
41

42
43
ARTICLE II

44
45
RIGHTS OF THE EMPLOYER

46
Section 2.1.

47 It is agreed that the customary and usual rights, powers, functions, and authority of management are
48 vested in management officials of the District. Included in these rights in accordance with and subject

1 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
2 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
3 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
4 release employees from duties because of lack of work or for other legitimate reasons. The District
5 shall retain the right to maintain efficiency of the District operation by determining the methods, the
6 means, and the personnel by which operations undertaken by the employees in the unit are to be
7 conducted.

8
9 **Section 2.2.**

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

14
15
16
17 **ARTICLE III**

18
19 **RIGHTS OF EMPLOYEES**

20
21 **Section 3.1.**

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

29
30 **Section 3.2.**

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

33
34 **Section 3.3.**

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

38
39 **Section 3.4.**

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

42
43 **Section 3.5.**

44 Neither the District, nor the Association, shall discriminate against any employee subject to this
45 Agreement on the basis of sex, race, creed, religion, color, marital status, national origin, age,
46 honorably discharged veteran or military status, sexual orientation including gender expression or
47 identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or

1 service animal by a person with a disability in its programs and activities and provides equal access to
2 the Boy Scouts and other designated youth groups.

3
4 **Section 3.6.**

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

18
19 **Section 3.7.**

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

24
25 **Section 3.8. Evaluations.**

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

28
29 Evaluation meetings will be conducted in private in a manner to commend performance or develop a
30 plan for improvement. The employee will be given a copy of his/her evaluation at the time of the
31 meeting. Written responses are due to the Human Resources Office no later than twenty (20) workdays
32 from the date of the evaluation meeting.

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34
35
36 **ARTICLE IV**

37
38 **RIGHTS OF THE ASSOCIATION**

39
40 **Section 4.1.**

41 The Association has the right and responsibility to represent the interest of all employees in the unit; to
42 present its views to the District on matters concerning wages, hours and working conditions, and to
43 enter collective negotiations with the object of reaching an agreement applicable to all employees
44 within the bargaining unit.

45
46 **Section 4.2.**

47 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
48 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure

1 Articles contained herein. The Association is entitled to have an observer at formal hearings conducted
2 by any District official or body arising out of grievance and to make known the Association's views
3 concerning the case.
4

5 **Section 4.3.**

6 The Association reserves and retains the right to delegate any right or duty contained herein to
7 appropriate officials of the Public School Employees of Washington State Organization.
8

9 **Section 4.4.**

10 The Superintendent of Schools or designee may grant absences, with pay, to classified employees to
11 attend conferences, workshops, and conventions when such meetings are related to the custodial,
12 maintenance field.
13

14 **Section 4.5.**

15 On or before the first (1st) day of November of each year during the term of this Agreement, the
16 District shall provide Public School Employees of Washington with a seniority list including each
17 employee in the bargaining unit. Additional copies shall be provided upon request. The Association
18 shall have thirty (30) days to reconcile any errors or other problems on the seniority list.
19

20 **Section 4.6.**

21 The Association field staff, upon making their presence known to the District, shall have access to the
22 District premises during business hours, provided, that no conferences or meetings between employees
23 and Association representatives will in any way hamper or obstruct the normal flow of work.
24

25 **Section 4.7. Bulletin Boards.**

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

34 **Section 4.7.1.**

35 The responsibility for the prompt removal of notices from the bulletin boards after they have
36 served their purpose shall rest with the individual who posted such notices.
37

38 **Section 4.7.2.**

39 An email notification shall be provided to the Chapter President and Chapter Secretary on all
40 job openings and notices as soon as available. Notification of successful candidates for job
41 openings will be provided to the President.
42

43 **Section 4.8.**

44 The District agrees to provide the following employee information in electronic format to
45 membership@pseofwa.org, and to the chapter president or membership officer (or whomever is
46 responsible for membership), and the PSE Field Representative on a monthly basis:
47
48

- Employee Names (who are hired, rehired, reinstated, transferred, reclassified, any type of leave including retirement)
- Addresses (personal and work)
- Phone Numbers (personal and work)
- Email Addresses (personal and work)
- ID Number
- Job Classification
- Job title
- Job Location
- Hire Date
- Union dues paid

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

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

Section 5.2.

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

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.

Section 5.4.

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

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Committee.

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 purpose of this committee is to mutually discuss and resolve appropriate matters. The committee shall consist of the Association President, Vice President, Secretary, & Treasurer and alternating Representatives chosen by the



1 President. The committee shall also consist of the District Classified Human Resources Manager and
2 management representatives chosen by the District. There shall be no more than nine (9) people per
3 side. These committee meetings shall be conducted during working hours.

4
5 **Section 6.1.1.**

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

9
10 **Section 6.2.**

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

19
20 **Section 6.2.1.**

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

24
25 **Section 6.2.2.**

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

30
31 **Section 6.3.**

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

34
35
36
37 **ARTICLE VII**

38 **HOURS OF WORK AND OVERTIME**

39
40
41 Facility related maintenance work or services that may be considered for outside contracting shall be
42 discussed with the Maintenance and Operations Association Leadership prior to seeking bids. The
43 Maintenance and Operations employees, through the Association Leadership, shall be given the
44 opportunity to propose and consult with management on the means, methods, and schedule for
45 completion of the proposed work. In the event that the Maintenance and Operations employees'
46 proposal meets the requirements, schedule and budget, the District shall utilize in-District employees
47 for the performance of the job. This section will comply with the terms of RCW 28A.335.190.
48 regarding bidding out of School District facility work.



1
2 The transfer of bargaining unit work to non- Kennewick M&O bargaining unit members shall not
3 occur unless discussed and resolved between the parties prior to any transfer and is limited to unusual
4 or emergent situations.

5
6 **Section 7.1.**

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

11
12 **Section 7.1.1.**

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

20
21 **Section 7.2.**

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

24
25 **Section 7.2.1.**

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

33
34 **Section 7.2.2.**

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

41
42 **Section 7.2.2.1. Security.**

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

- 45
46 A. The supervisor and the employee will mutually schedule the unworked hours.
47 B. The employee may request debiting his/her vacation leave.
48 C. The employee may accept a deduction of pay for the unworked hours.

1 D. The employee may use emergency leave.

2
3 The employee will indicate the chosen option on Time-Card online by payroll cutoff for that work
4 period. If the employee does not select one (1) of the options within three (3) business days, she/he will
5 accept a deduction of pay as in C by the Payroll Secretary or Payroll.

6
7 **Section 7.2.3.**

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

10
11 **Section 7.3.**

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

14
15 **Section 7.3.1.**

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

18
19 **Section 7.3.2.**

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

22
23 **Section 7.3.3.**

24 Summer shifts may be altered.

25
26 **Section 7.4.**

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

30
31 **Section 7.5.**

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

36
37 **Section 7.6.**

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

41
42 **Section 7.7. Overtime.**

43 Overtime assignments shall be distributed in accordance with the seniority provisions on a building or
44 departmental basis as hereinafter provided. In the assignment of overtime, the District agrees to
45 provide the employee with as much advance notice as practicable in the circumstances. Normally,
46 employees designated to work overtime on days outside their regular workweek will be advised of the
47 possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime
48 commences.

1 When overtime work is available, that work will be offered to the most senior employee in the
2 individual job classification, at the work site. If the most senior employee refused the work, it will be
3 offered to the next senior, etc. If no one agrees to do the work, the least senior may be assigned.
4

5 **Non-Classification Overtime List**

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

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

20 **Section 7.7.1.**

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

26 **Section 7.7.1.1.**

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

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

38 **Section 7.7.1.2.**

39 When a holiday falls within the week all hours will be compensated as hours worked.
40

41 **Section 7.7.2.**

42 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and
43 one-half (1½) times the employee's base pay.
44

45 **Section 7.7.3.**

46 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of one
47 and one-half (1½) the employee's base pay.
48

1 **Section 7.7.4.**

2 Employees called back on a regular workday, shall receive no less than two (2) hours at the
3 appropriate rate or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive
4 no less than two (2) hours pay at the overtime rate.
5

6 **Section 7.8. Assignments.**

7
8 **Section 7.8.1.**

9 Work within each classification shall be limited to that classification.
10

11 **Section 7.8.2.**

12 No bargaining unit employee will be required to drive a school bus except that mechanics
13 working on school buses may be required to drive a bus for purposes of testing the equipment.
14 The District will pay the cost of the CDL license endorsement renewals for those employees
15 whose positions require the CDL. The District will pay up to one hundred (\$100.00) dollars for
16 DOT physicals performed by a DOT qualified physician. A list of qualified physicians taking
17 patients will be provided on a yearly basis.
18

19 The District will pay the cost of the CDL license endorsement for employee's renewals.
20

21 **Section 7.9.**

22 The four (4) Lead positions (Grounds, Warehouse, Structural and Mechanical) require a CDL and will
23 be paid fifty cents (\$0.50) an hour above the base rate after obtaining their CDL. These four (4)
24 employees shall be allowed time during the workday to obtain the CDL. In the event this time is
25 outside the workday, the District shall pay for time spent for all CDL training.
26

27 Current Grandfathered employees receiving the CDL stipend shall be entitled to the stipend until a
28 Lead obtains their CDL. Once a Lead receives his CDL, the least senior Grandfathered employee shall
29 be removed from obtaining the fifty cents (\$0.50) per hour.
30

31 The most senior Grandfathered employee will continue to receive the fifty cents (\$0.50) per hour
32 stipend until he vacates the District. (See attached Letter of Agreement). The District and Association
33 shall discuss the need for utilizing non-lead employees above the leads for CDL related duties through
34 Labor Management.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

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

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving Day |
| 4. Memorial Day | 11. Christmas Day |
| 5. Juneteenth (June 19) | 12. Day before or day after Christmas Day |
| 6. Independence Day | 13. Day before or day after New Year's Day |
| 7. Labor Day | |

Section 8.1.1. Unworked Holidays.

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

Section 8.1.2. Worked Holidays.

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

Hourly rate x two (2).

Section 8.1.3. Holidays During Vacation.

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

Section 8.1.3.1.

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

Section 8.2. Vacations.

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

1 **Section 8.2.1.**

2 All employees on the regular payroll shall receive ten (10) workdays paid vacation annually.
3 On completion of five (5) consecutive years of service, an employee shall receive one (1)
4 additional day paid vacation. For each additional year of service thereafter, an employee shall
5 receive one (1) additional day up to a maximum of twenty-one (21) days.
6

7 **Section 8.2.1.1.**

8 In computing vacation credit, every regular workday from which an employee is absent
9 due to a holiday, or compensated leave, the hours of the employee's normal work shift
10 shall be credited as if worked. Eleven (11) days worked in a month will constitute a
11 month's credit toward vacation.
12

13 **Section 8.2.1.1.1.**

14 Less than two-hundred and sixty (260) day employees (i.e., security guards) will
15 receive ten (10) workdays annually as per the following formula: Nine/twelve-
16 month (9/12), or seventy-five percent (75%) x ten (10) days times average hours
17 worked per day in the previous year. Ten (10) month employees will be prorated
18 at ten/twelve-months (10/12) or eighty-three percent (83%). Eleven (11) days
19 worked in any one calendar month shall count for a month in vacation credit.
20

21 **Section 8.2.2.**

22 Time on layoff and time on authorized leave of absence will be counted as continuous service
23 for the purpose of establishing and retaining eligibility dates, however, vacation shall not
24 accrue.
25

26 **Section 8.2.3.**

27 Vacation shall be awarded in accordance with Section 10.7. and other leave provisions within
28 this agreement.
29

30 **Section 8.2.3.1.**

31 Requests for vacation must be in writing and provided to the supervisor in advance. The
32 vacation will not be considered approved until the employee has received written
33 approval from the supervisor. Requests for vacation must be submitted on the District
34 required form.
35

36 **Section 8.2.4.**

37 Any employee who is discharged or who terminates employment shall receive payment for
38 unused accrued vacation credit with their final paycheck.
39

40 **Section 8.2.5.**

41 Security personnel may cash out vacation leave on non-school attendance days, winter and
42 spring break or summer vacation, provided however, that requests for vacation leave may be
43 approved at other times as mutually agreed between the employee and the employee's
44 supervisor. Vacation time for security personnel will be calculated at the end of each year based
45 on hours worked during that school year for use or cash out the following year.
46
47
48

1 **Section 8.3. Annual Leave Sharing.**

2 As per RCW 41.04.665., employees may donate accumulated annual leave to a fellow employee who
3 is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition
4 which has cause or is likely to cause the employee to take leave without pay or terminate his/her
5 employment.
6
7
8

9 **ARTICLE IX**

10 **LEAVES**

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

12 **Section 9.1.1.**

13 Each regular, permanent employee shall accumulate one (1) day of sick leave for each calendar
14 month worked; provided, however, that no regular, permanent employee shall accumulate less
15 than ten (10) days of sick leave per school year. A regular permanent employee who works
16 eleven (11) workdays in any calendar month will be given credit for the full calendar month.
17 Sick leave shall be vested when earned and may be accumulated up to the maximum allowable
18 according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate
19 applicable to the employee's normal daily work shift; provided, however, that should an
20 employee's normal daily work shift increase or decrease subsequent to an accumulation of days
21 of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily
22 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on
23 an hourly rather than a daily basis.
24
25
26
27

28 In no case will an employee's vacation be debited without the express notification to the
29 employee.
30

31 Sick leave will be granted in accordance with applicable laws. A physician's statement of
32 illness may be required upon the request of the Superintendent or designee, or
33 supervisor/principal under the following situations:
34

- 35 1. When there is a question regarding the employee's fitness for duty.
- 36 2. When the employee has requested and been denied other leave for the same days the
37 employee takes sick leave.
- 38 3. When the employee has exhausted all available sick leave.
- 39 4. When an illness exceeds five (5) days.
- 40 5. When an employee is on attendance improvement plan.
41

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

43 In January of the year following any year in which a minimum of sixty (60) days of
44 leave for illness or injury is accrued, and each January thereafter, any eligible employee
45 may exercise an option to receive remuneration for unused leave for illness or injury
46 accumulated in the previous year at a rate equal to one (1) day's monetary compensation
47 of the employee for each four (4) full days of accrued leave for illness or injury in
48 excess of sixty (60) days. Leave for illness or injury for which compensation has been



1 received shall be deducted from accrued leave for illness or injury at the rate of four (4)
2 days for every one (1) day's monetary compensation.

3
4 **Section 9.1.1.2.**

5 At the time of separation from School District employment due to retirement or death,
6 an eligible employee or employee's estate shall receive remuneration at a rate equal to
7 one (1) day's monetary compensation for each four (4) days of accrued leave for illness
8 or injury. All cash-out remuneration shall be at the employee's current salary rate, at the
9 time of cash-out. This section shall be in accordance with all applicable laws, rules, and
10 regulations. In lieu of termination for unused leave for illness or injury, the District
11 agrees to bargain annually upon request with regard to available VEBA programs. The
12 employer will follow all RCWs and WACs established by the Department of
13 Retirement.

14
15 **Section 9.1.2.**

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

21
22 **Section 9.1.3.**

23 Employees who have accrued sick leave while employed by another public School District in
24 the State of Washington shall be given credit for such accrued sick leave upon employment by
25 the District.

26
27 **Section 9.2. Bereavement Leave.**

28 Each employee shall be entitled to one (1) to a maximum of five (5) days leave with pay for each
29 occasion when the absence is caused by the death of a relative or other (as approved by the District).
30 The number of days granted shall be mutually determined between the employee and his/her
31 supervisor. Bereavement leave is allowed to be taken in hourly increments, or half day or whole day
32 increments. Additional days in excess of the five (5) bereavement days may be requested shall there be
33 extenuating circumstances, as related to an immediate family member. Additional leave shall be
34 deducted from vacation or personal leave if approved by Human Resources. Employees shall be
35 allowed time off up to one (1) day with pay to attend the funeral of a friend. An official death notice,
36 funeral notice or program may be requested by Supervisor upon the employee's return.

37
38 **Section 9.2.1. Family Illness Leave.**

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

41
42 **Section 9.2.1.1. Family Medical Leave Act.**

43 The District shall allow employees who are eligible under the provisions of the Family Medical
44 Leave Act to use employee granted leave pursuant to RCW Chapter 49.78. (Washington
45 Family Leave Act) or under the Family Medical Leave Act, which ever affords the greater
46 leave. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA),
47 the employer agrees to apply the provisions of that Act to

1 all employees in the bargaining unit who worked 1100 hours or more in the previous twelve
2 (12) months and meet the other eligibility requirements contained in the FMLA.

3
4 **Section 9.3. Emergency and Personal Leave.**

5
6 **Section 9.3.1. Emergency Leave.**

7 Upon approval by their supervisors, employees will be granted emergency leave. Whenever
8 possible, in the case of absence due to illness, accident or emergency, an employee will notify
9 his or her immediate supervisor or designee prior to the start of the employee's shift, if
10 applicable. If emergency leave is needed after the start of the shift the employee will notify the
11 Supervisor immediately. For purposes of this leave, an emergency is defined as a problem that
12 was suddenly precipitated, was of such a nature that preplanning was not possible, or where
13 preplanning could not relieve the necessity for the employee's absence. Emergency leave is
14 deducted from sick leave.

15
16 **Section 9.3.2. Personal Leave.**

17 Each employee shall be entitled to annually three (3) days of personal leave discrete from sick
18 leave. Employees may cash out unused days of personal leave at 100% of employee's current
19 hourly rate of pay, or accumulate up to a maximum of five (5) days of unused personal leave,
20 or may roll unused leave one hundred percent (100%) into the employee's sick leave bank, as
21 long as the sick leave does not exceed a total accrual of twelve (12) days per year or any
22 combination thereof. The appropriate district form must be completed and turned into payroll
23 by July 31st of each year. Notification, whenever possible, will be scheduled with the
24 Immediate Supervisor in advance. Employees shall be entitled to use personal leave in hourly,
25 half day (1/2 day), or full day increments.

26
27 **Section 9.4. Maternity Leave.**

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

34
35 **Section 9.5. Parental Leave.**

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

41
42 **Section 9.6. Judicial Leave.**

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

1 If day shift employee is dismissed from jury selection, or if an employee is dismissed from jury duty
2 after serving three (3) hours or less, that employee will notify their immediate supervisor of their
3 availability to return to work. Swing and night shift workers are not expected to work their eight (8)
4 hour shifts if they have served three (3) hours or more on jury duty. However, if a swing or night shift
5 employees spends three (3) hours or less at jury duty, they will be expected to work the hours
6 remaining on their regular shift (ex: Jury Duty two and a half (2.5) hours, work five and a half hours
7 (5.5).

8
9 Each employee called to jury duty is required to obtain documentation from the court which indicates
10 the time they were released each day. This must be provided to the Supervisor.

11 **Section 9.7. Leave of Absence.**

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

13
14 Upon recommendation of the Immediate Supervisor through administrative channels to the
15 Superintendent, and upon approval of the District, an employee may be granted a personal
16 leave of absence for a period not to exceed one (1) year without loss of seniority and with the
17 provision that the employee release their position for posting. This leave may be granted for
18 family and personal reasons. It shall be cancelled if the employee pursues and/or is granted
19 other employment during this time. However, employees who may have second (2nd) jobs prior
20 to a request for a Leave of Absence will not risk voiding an approved Leave of Absence.
21

22
23 Employees approved to take a personal leave of less than ninety (90) consecutive days will
24 retain their position and a substitute will be provided if necessary.

25 **Section 9.7.2. Workers Compensation (L & I) or Medical Leave of Absence.**

26
27 When an employee is anticipated to be on extended leave of less than ninety (90) consecutive
28 workdays for documented medical reasons, the temporarily vacated position will be filled by a
29 substitute employee if a need exists. When an employee is anticipated to be on an extended
30 leave of more than ninety (90) consecutive days and up to twelve (12) calendar months, the
31 position will be posted as temporary in accordance with Section 10.8.1. for up to twelve (12)
32 calendar months, inclusive of the initial date of absence. If it is known through medical
33 documentation or the employee's self-report that the medical leave will exceed twelve (12)
34 calendar months inclusive of FMLA and paid sick leave, their position will be posted as a
35 continuing position. If the District has received medical notification that the employee will no
36 longer be able to perform the essential functions of the position, and after discussion with the
37 employee, the District has determined that no reasonable accommodation can be made, the
38 position will be posted as a continuing position. The employee may remain on a leave of
39 absence and will be eligible to bid on available positions, for which they are qualified in
40 accordance with Section 9.7.2., when released to return to work. Employees shall retain their
41 seniority date during this period for up to two (2) years from the initial date of leave.
42

43 An employee returning from a Leave of Absence defined under Section 9.7.1. & 9.7.2 or lay-
44 off as defined under Article X without an established position will be placed in a substitute or
45 temporary position until a successful bid on an available position takes place. During this time,
46 the employee will be paid at the wage of the position he/she is substituting in; but at the Step
47 they were on prior to the Leave of Absence/Layoff, and will not receive other benefits, but may
48 continue COBRA (insurance) payment. Seniority will continue as defined in Section 10.5.

1 **Section 9.7.3.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
3 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
4 the employee is on leave of absence; provided, however, that if such leave is approved for
5 extended illness or injury, seniority shall accrue.
6

7 **Section 9.8.**

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

- 10
- 11 • The District shall annually notify employees about the benefits available under PFML.
 - 12
 - 13 • Employees will be required to file a claim for PFML benefits with the Employment
14 Security Division (ESD) at the following email address: [https://paidleave.wa.gov/get-](https://paidleave.wa.gov/get-ready-to-apply/)
15 [ready-to-apply/](https://paidleave.wa.gov/get-ready-to-apply/). All payments will come from the ESD.
 - 16
 - 17 • PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for
18 self or family unless otherwise extended by specific circumstances. See above website.
 - 19
 - 20 • To qualify for PFML, employees must work eight hundred and twenty (820) hours or
21 more in the qualifying period, which shall be defined as the first four (4) of the last five
22 (5) completed calendar quarters starting from which the employee makes their claim for
23 benefits. PFML may not be taken without a qualifying event.
 - 24
 - 25 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
26 www.paidleave.wa.gov for all information pertaining to this leave.
 - 27
 - 28 • All paid leave shall count towards hours worked for PFML accrual purposes. If paid
29 leave is used concurrently with PFML it will be considered a supplemental benefit.
30 Example: (PFML may pay 90% of employee’s wage, employee may utilize their own
31 leaves to supplement the 10% pay loss).
 - 32
 - 33
 - 34

35 **ARTICLE X**

36 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

37

38

39 **Section 10.1.**

40 The seniority of an employee within the bargaining unit shall be established as of the date on which the
41 employee began continuous daily employment within the Kennewick Maintenance and Operations
42 Unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. In the event of
43 a tie in seniority dates, the application date shall be the governing date.
44



1 **Section 10.2.**

2
3 **New Employees on probation** - Each new hire shall remain in a probationary status for a period of not
4 more than six (6) calendar months following the hire date. During this probationary period, the District
5 may discharge such employee at its discretion. Probationary employees will remain in their original
6 job assignment for the entire six (6) month probationary period.

7
8 **Continuing Employees** - Once employees have completed their probationary period, they will be
9 required to remain in any new position for six (6) months following their transfer date, unless there is a
10 monetary gain, or it is a transfer to a shift that is more beneficial to the employee.

11
12 However, in the event that extenuating circumstances exist, the District and the Association will
13 consider the situation on a case by case basis. Any employee, who moves to a new position prior to
14 their annual evaluation, will be evaluated on the position they are leaving.

15
16 **Section 10.2.1.**

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

21
22 **Section 10.3.**

23 Probationary employees are considered bargaining unit employees subject to all rights and terms
24 contained herein beginning with their first (1st) day of employment, subject to the terms of Section
25 10.2. and Section 10.2.1.

26
27 **Section 10.4.**

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

- 29
30 A. Resignation;
31 B. Discharge for justifiable cause; or
32 C. Retirement.

33
34 **Section 10.5.**

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

- 36
37 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
38 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
39 United States;
40 C. Time spent on other authorized leaves; or
41 D. Time spent in layoff status as hereinafter provided.

42
43 **Section 10.6.**

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

45
46 **Section 10.7.**

47 The employee with the earliest seniority date shall have absolute preferential rights regarding shift
48 selection and vacation periods. The employee with the earliest seniority date shall have preferential

1 rights regarding promotions, assignment to new or open jobs or positions, and layoffs. If the District
2 determines that seniority rights should not govern because a junior employee, or outside candidate
3 possesses qualifications substantially greater than a senior employee or senior employees, the District
4 shall set forth in writing to the employee or employees and the organization's grievance committee
5 chairperson its reasons why the senior employee or employees have been bypassed.

6
7 **Section 10.7.1.**

8 Full time and regular employees who bid on and are awarded a position in a classification
9 outside their current classification or a Lead position in accordance with Section 10.7., shall be
10 considered to be in a qualification period not to exceed twenty (20) workdays, with the right to
11 return to his/her previous position. During this period, the employee will be evaluated and/or
12 trained in the skills and requirements of the new position. A substitute employee shall be
13 assigned to fill such employee's former position during the qualification period if necessary.
14 An employee may voluntarily request to return to his/her former position or may be returned to
15 his/her former position if found to be deficient in the skills of the position during the
16 qualification period. Any decision to return an employee to his/her former position will be
17 made by the twentieth (20th) workday.

18
19 Employees who apply for and are awarded the General Laborer position will only have sixty
20 (60) workdays to return to their former position, regardless of the six (6) month qualification
21 period per Section 13.3. Return rights after the sixty (60) workdays will be adhered to as per
22 Section 13.3.

23
24 **Section 10.8.**

25 With the exception of 10.7.1, the District shall publicize the availability of all new or vacant positions
26 within ten (10) workdays of such openings. A copy of each posting shall be emailed to the Chapter
27 President. All postings shall be posted on the District website for five (5) workdays. The job posting
28 shall include the minimum hourly rate.

29
30 **Section 10.8.1. Temporarily Vacated Positions.**

31 Regular positions which are known to be vacated for less than ninety (90) consecutive
32 workdays shall be filled by a substitute. If the vacated position is of a higher paid position or
33 classification, the most senior employee at the location and within the general job classification
34 of the vacancy will get the right of first (1st) refusal to take the position and will be paid at the
35 higher position or classification differential. If the most senior employee refuses the offer, the
36 next senior employee will be offered the temporary position, and so on. A continuing employee
37 affected by a temporary move will return to their former position and rate of pay when the
38 temporary position has expired.

39
40 New, or temporary, or substitute employees who are assigned to a temporary position will earn
41 seniority, wages, and other leave and benefits appropriate to the position in accordance with
42 this agreement after ninety (90) consecutive workdays. *Consecutive days are to be defined as*
43 *continuous workdays with no break in time.*

44
45 **Section 10.8.1.1.**

46 Summer temporary labor positions such as warehouse labor or general labor will be
47 considered non-bargaining unit positions (temporary or less than ninety (90) days) and
48 will be paid at the substitute custodian rate. Eligible current senior employees will not

1 have preferential seniority rights. Contractual posting and hiring requirements do not
2 apply to these positions as they are temporary (less than ninety (90) days) in nature.
3 Building employees shall have first right of refusal to hours available in building or site
4 if bargaining unit employees are less than eight (8) hours at their normal rate of pay.

5
6 **Section 10.9.**

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

13
14 **Section 10.10.**

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

19
20 **Section 10.11.**

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

24
25 **Section 10.12.**

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

29
30
31
32 **ARTICLE XI**

33
34 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

35
36 **Section 11.1.**

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

44
45 **Section 11.1.1.**

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

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

3
4 In situations which require an immediate response of the supervisor, where there is reasonable
5 suspicion of a legal or safety issue, the supervisor will not be expected to provide twenty-four
6 (24) hour written notice of an investigation.

7
8 **Section 11.2.**

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

11
12 **Section 11.3. Notification to Less Than 12-Month Employees.**

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

15
16 **Section 11.3.1.**

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

19
20 **Section 11.3.2.**

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

22
23 **Section 11.3.3.**

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

25
26
27
28 **ARTICLE XII**

29
30 **INSURANCE AND RETIREMENT**

31
32 **Section 12.1.**

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

37
38 **Eligibility**

- 39
- 40 • SEBB health care plans are available for individual employees who work a minimum of
41 630 hours or are anticipated to work 630 hours or more in school year (September 1 –
42 August 31).

43
44 **Programs**

45 The regionally accessible health care programs provided by SEBB carriers will be available to
46 employees and will include:
47
48

1 **REQUIRED (100% covered premium)**

- 2 • Vision
- 3 • Dental
- 4 • Basic Life
- 5 • Long Term Disability
- 6 • AD&D Insurance

7
8 **Voluntary**

- 9 • SEBB medical plans

10
11 **Other Benefits**

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

17
18 The District and Association will mutually determine non-SEBB voluntary plans. These plans
19 may not be implemented without prior written agreement of the District and Association. A list
20 of the programs eligible for payroll deduction is available at the District payroll office.

21
22 **Enrollment Period**

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

28
29 If an employee is hired after the open enrollment period, he or she may enroll in approved plans
30 prior to the first day of the following month. If the employees fail to enroll, they will be placed
31 in a default medical, dental and vision plans as determined by SEBB. Coverage will begin the
32 first day of the month following the date of hire.

33
34 **Termination of Benefits**

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

40
41 **Sharing Health Care Contributions**

42 SEBB does not allow for dual coverage within SEBB.

43
44 Spouses/domestic partners who are both employees of the District may choose to enroll both
45 employees for medical coverage under one (1) SEBB account along with medical and required
46 benefits for their dependents. However, each employee must register for dental, vision and
47 other required benefits under their own SEBB account.



1 **Health Care Authority (HCA)**

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

3
4 **Ineligibility**

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

8
9 **Section 12.2. Leave of Absence.**

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

13
14 **Section 12.3. Less than Twelve (12) Months Coverage.**

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

18
19 **Section 12.4. Benefits - Contracts.**

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

24
25 **Section 12.5.**

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

27
28 **Section 12.6.**

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

31
32 **Section 12.7.**

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

36
37 **Section 12.8.**

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

41
42 **Section 12.9. Personal Property Damage.**

43 In the event an employee's personal property is damaged or stolen in the course of performing School
44 District business, the following provisions apply:

45
46 It is agreed that coverage is afforded for loss or damage to personal property of school employees
47 while such employees are engaged in maintenance of order and discipline and the protection of school
48 personnel, school property, or students subject to the following provisions:

- 1
- 2 1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250.00) per
- 3 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is
- 4 damaged beyond repair, actual value at the time of the damage may be claimed.
- 5
- 6 2. Items under twenty-five dollars (\$25.00) will not be subject to claim pursuant to this section.
- 7 3. Requests for reimbursement shall be made on the District Property Loss\Damage form and
- 8 submitted to the business office.
- 9
- 10 4. Employees eligible for reimbursement under this provision shall register personal property with
- 11 the District Manager of Maintenance and Operations.
- 12

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

20

21

22

23 ARTICLE XIII

24

25 VOCATIONAL TRAINING

26

27 **Section 13.1.**

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

33

34 **Section 13.2. Cross Training.**

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

39

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

43

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

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

3
4 At the end of the six (6) month period, the Building and Grounds Manager will meet with the General
5 Laborer to discuss overall performance and observations and receive the General Laborer's feedback
6 on their experience. The General Laborer may request to have a PSE representative present at the
7 meeting. At the conclusion of this meeting and at the sole discretion of the Building and Grounds
8 Manager, the General Laborer will have their status changed to one (1) of the following:

- 9
10 1. Placement into a classification-specific Laborer position for targeted training, based on District
11 need and the aptitude of the employee.
- 12
13 2. Extension of their qualification period for further evaluation for permanent placement, not to
14 exceed an additional thirty (30) calendar days.
- 15
16 3. Return to their original classification as a substitute in accordance with Section 9.7.2.
- 17
18 4. Apply for available positions for which they are qualified within the original classification.
- 19
20 5. Remain in the General Laborer status as a permanent position. No more than two (2) General
21 Laborer positions may remain permanent at any one (1) time.

22
23 The Building and Grounds Manager will make the determination on whether an employee has
24 developed sufficient skills and ability to work independently as a laborer within the classification to
25 which he/she is assigned and may elect to move the employee to "worker" status within the
26 classification. This decision is independent of whether or not a vacancy exists within the classification.
27 The Building and Grounds Manager shall notify the PSE President of this determination.

28
29 The General Laborer, or PSE on their behalf, can request a move to a "Worker" status following the
30 provisions and requirements of the Classification Committee language in the CBA as per Section 13.6.

31
32 The General Laborer ranks cannot exceed five (5) positions without further corroboration between the
33 parties. KSD is under no obligation to retain that number when determining and maintaining staffing
34 levels.

35
36 Once the classification-specific laborer has been effectively moved to "Worker" status in either
37 Structural, Mechanical, Grounds, or Warehouse, the Building and Grounds Manager, based on current
38 staffing and needs of the KSD, at their sole discretion, may advertise for another General Laborer
39 vacancy and start this process anew.

40
41 **Section 13.3.**

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

46
47 During the first year of this contract, the committee will meet to determine a fair and equitable
48 procedure for determining the use of this money.



1
2 If the funds are not expended, they shall be rolled into the next year's allocation, to a maximum six-
3 thousand dollars (\$6000.00).
4

5 **Section 13.4. Classification Review Committee.**

6 An employee requesting a review for a status upgrade within their General Job Classification must
7 submit in writing such request to the Association President and the Classified Human Resources
8 Manager. This request must include, at a minimum, the following:
9

- 10 1. Written justification for status or position classification change.
- 11 2. List of currently assigned duties and any substantial permanent changes in those duties that
12 differ from their job description at the time of hire.
- 13 3. List of all training (include certificates, degrees etc.) which would substantiate employee's
14 request.
15
16
17

18 After such submission, a meeting shall be convened of the Classification Review Committee to review
19 all documents. The committee shall consist of the Association President, the Classified Human
20 Resources Manager, the employee's supervisor, as well as an equal number of Association
21 Representatives (appointed by the Association) and an equal number of District Administrators
22 (appointed by the District). It shall be the function of this committee to define the tasks and training
23 necessary to perform job functions and to determine if position reclassification is warranted. The
24 process of the Committee shall be mutually agreed upon by the committee members within these
25 guidelines.
26

27 **Section 13.5. Classification Review Committee Rules & Process.**

28 In order to be reclassified, the employee and the District must define the tasks and training necessary to
29 perform job function and present this information to a committee composed of Union representatives
30 and District administrators. Recommendations will be presented concurrently to the Union and the
31 District Human Resources Office for consideration.
32

33 The employees requesting a review by the Classification Review Committee must be able to
34 demonstrate that they have gained technical expertise in their position either through education or
35 certification or experience or that they are performing duties of an existing higher classification.
36

37 Reclassification requests will be reviewed by a Classification Review Committee. The Association
38 President and the Classified Human Resources Manager will serve on the committee as Co-Chairs.
39 Any person seeking reclassification shall not be a committee member. In the event the person seeking
40 reclassification is a committee member, the Association will temporarily remove them and determine
41 who will substitute for that person during their reclassification process.
42

43 The process for requesting reclassification status is as follows:
44

45 The employee will submit a written request for reclassification status review. The request shall include
46 the following information:
47

- 48 1. Written justification explaining the reasons the employee believes they should be reclassified.

- 1
2 2. All supporting documentation, including transcripts, certifications, trainings, or other
3 documents pertinent to the reclassification.
4

5 The proposal will be reviewed by the Classification Review Committee.
6

7 The committee may ask for further information from the employee and/or may ask the employee to be
8 present to make a statement, presentation, or to answer questions.
9

10 Should the committee agree to reclassification, the recommendation will be taken to District Cabinet
11 for review and approval prior to review and approval of the School Board. Should the committee
12 determine reclassification is not appropriate; the employee will be notified of the committee's reasons,
13 in writing, by the committee chairs. The committee decision is final.
14

15 **Section 13.6. Awards for Special Acts of Service Program.**

16 A joint committee, comprised of equal numbers from the Association and Administration, shall be
17 implemented to address the Award for Special Acts of Service. The committee shall receive and
18 evaluate all ideas or suggestions submitted by bargaining unit members. The program is intended to
19 recognize those employees who submit ideas and suggestions that provide cost savings to the District.
20 The committee may determine varying levels of recognition dependent upon the nature of the idea or
21 suggestion. However, employees whose cost-saving ideas or suggestions are implemented, will receive
22 a one-time compensatory award of up to ten percent (10%) of the savings enjoyed by the District.
23

24 **Section 13.7.**

25 District Security staff shall be required to complete training on thirteen (13) mandated topics within six
26 (6) months of starting their position. Requirements also include two days of on-the-job training and six
27 (6) check-ins with identified experienced staff. ESDs are required to develop and administer an annual
28 safety and security staff training program that meets these training requirements. Classroom training
29 can be done remotely or in-person, synchronously or asynchronously. Notification will be provided
30 thirty (30) days prior to the training being offered, if possible. Registration fees shall be covered by the
31 district and if the training will be conducted outside of the employees regular contracted day, the
32 employee shall be paid their regular rate of pay. Current security staff hired prior to this agreement
33 shall be allowed to complete this training within six (6) months from the first day of school, unless
34 otherwise agreed upon by the parties.
35
36
37

38 **ARTICLE XIV**

39 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

40
41
42 **Section 14.1. Authorization and Revocations.**

43 An employee's written, electronic, or recorded voice authorization to have the employer deduct
44 membership dues from the employee's salary must be made by the employee to Public School
45 Employees of Washington (PSE). If the employer receives a request for authorization of deductions,
46 the employer shall as soon as practicable forward the request to Public School Employees of
47 Washington (PSE).
48

1 Upon receiving notice of the employee's authorization from Public School Employees of Washington
2 (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts
3 to Public School Employees of Washington (PSE), by the first Monday following payroll.
4

5 The employee's authorization remains in effect until expressly revoked by the employee in accordance
6 with the terms and conditions of the authorization. An employee's request to revoke authorization for
7 payroll deductions must be in writing and submitted by the employee to Public School Employees of
8 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will
9 not be accepted by the employer if the authorization is not obtained by the employee to Public School
10 Employees of Washington (PSE). After the employer receives confirmation from the exclusive
11 bargaining representative that the employee has revoked authorization for deductions, the employer
12 shall end the deduction effective on the first payroll after receipt of the confirmation. The employer
13 shall rely on information provided by the exclusive bargaining representative regarding the
14 authorization and revocation of deductions.
15

16 **Section 14.2. New Employee Access.**

17 The District will notify the Association of all new hires within ten (10) workdays of the hire date. The
18 District will provide the exclusive bargaining representative/Association representative reasonable
19 access to new employees of the bargaining unit for the purposes of presenting information about PSE
20 to the new employee. The presentation may occur during a new employee orientation provided by the
21 District, or at another time mutually agreed to by the District and PSE. The District's representatives
22 shall not be present during PSE's presentation.
23

24 "Reasonable access" for the purposes of this section means:

- 25
- 26 • The access to the new employee occurs within ten (10) days of the employee's start date
27 within the bargaining unit;
- 28 • The access is for no less than thirty (30) paid minutes; and
- 29 • The access occurs during the new employee's regular work hours at the employee's
30 regular worksite, or at a location mutually agreed to by the District and PSE.
31

32 The District will provide PSE monthly electronic list of all newly hired bargaining unit employees.
33 Information shall include employee name, address, personal phone number, personal email address,
34 classification, job title, work location, and start date.
35

36 **Section 14.3. Check Off.**

37 It is mutually agreed that in accordance with RCW 41.56.110, the School District shall withhold the
38 employee's current monthly dues, assessments, voluntary political contributions by payroll deduction
39 upon an employee's written, electronic, or recorded voice authorization and remit them to the
40 Treasurer of the State Office of the Public School Employees of Washington. Transmissions will
41 include payments and electronic list of all represented employees with deduction amounts. A dues
42 remittance form needs to accompany the payment every month and include membership status
43 changes.
44

45 **Section 14.4. Political Action Committee.**

46 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
47 deduct from the pay of such bargaining unit employee the amount of contribution the employee
48 voluntarily chooses for deduction for political purposes and shall transmit the same electronically to

1 the Union on the Union dues transmittal check. The employee may revoke the request at any time. At
2 least annually, the employee shall be notified by the PSE State Office about the right to revoke the
3 request.
4
5
6

7 ARTICLE XV

8 GRIEVANCE PROCEDURE

9 **Section 15.1.**

10 Grievances or complaints arising between the District and its employees within the bargaining unit
11 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
12 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
13
14

15 **Section 15.1.1.**

16 Grievances related to the interpretation and/or application of this Agreement, when filed in the
17 name of the Association, may be initiated at the Superintendent's level as provided hereinafter.
18
19

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

21 The parties may mutually agree to hold all timelines in abeyance as appropriate.
22

23 **STEP I** Informal meeting with immediate supervisor/designee within twenty (20) workdays
24 of occurrence.

25 **STEP II** Submit, in writing, to immediate supervisor/designee, within ten (10) workdays of
26 conclusion of twenty (20) workday informal process.
27

28 **STEP III** Submit to Superintendent, or designee, within fifteen (15) workdays of receipt of
29 denial or non-response.
30

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

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

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

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

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

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

1 meeting with the immediate supervisor/designee or from the date of request to meet (if no
2 meeting was held).

3
4 The written statement shall contain the following:

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

9
10
11
12
13 The employee shall submit the written statement of grievance to the immediate supervisor for
14 reconsideration and shall submit a copy to the official in the Administration responsible for
15 Human Resources. The parties will have five (5) workdays from submission of the written
16 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
17 If an agreeable disposition is made, all parties to the grievance shall sign it.

18
19 **Section 15.2.3. STEP III. – Submit to Superintendent or Designee.**

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

27
28 **Section 15.2.4. STEP IV. – Submit to School Board.**

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

34
35 **Section 15.2.5. STEP V. – Submit to Arbitration.**

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

44
45 **Section 15.2.5.1. Arbitration Costs.**

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

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

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

13 **Section 15.3. Time Limits.**

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

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

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

27 **Section 15.5. Individual Complaints.**

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

33 **Section 15.6. Continuity of Grievance.**

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

37 **Section 15.7.**

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

42 **Section 15.8.**

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

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.

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

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

Section 16.2. Longevity.

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

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

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

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

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

Section 17.1.2.

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

1 **Section 17.2.**

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

4
5 **Section 17.2.1.**

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

- 7
- 8 • 2022-2023: All employees shall receive a five-point five (5.5%) IPD increase.
9 Structural Journeyman will receive a one dollar and fifty cent (\$1.50) per hour increase
10 in addition to the 5.5% IPD increase. Mechanical Journeyman will receive a two dollar
11 and fifty cent (\$2.50) per hour increase in addition to the 5.5% IPD increase.
- 12
- 13 • 2023-24: All employees receive IPD.
- 14
- 15 • 2024-25: All employees receive IPD.
- 16

17 **Section 17.2.2.**

18 Retroactive pay, where applicable, shall be paid on the first regular pay day following
19 execution of this Agreement if possible, and in any case not later than the second regular pay
20 day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII,
21 Section 18.3., such retroactive pay shall be paid on the first regular pay day following
22 agreement on such schedule, if possible, and in any case not later than the second regular pay
23 day.

24
25 **Section 17.2.3.**

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

27
28 **260-Day Employees**

29 **Step 1:** Assigned to all new employees with limited experience in the field for which
30 they are hired.

31
32 **Step 2:** Assigned at the beginning of the next contract year (September 1st), as long as
33 the employee has been in Step 1 for at least six (6) months of the previous contract year
34 or for new employees with significant experience in the position for which they are
35 hired.

36
37 **Step 3:** Will be applied to those beginning their 5th year of service within the
38 bargaining unit on September 1st following the anniversary date of that year.

39
40 **Step 4:** Will be applied to those beginning their 8th year of service within the District
41 on September 1st following the anniversary date of that year.

42
43 Longevity (12-15 Years): Will be applied to those beginning their 12th year of service
44 with the District on September 1st following the anniversary date of that year. Longevity
45 is .75% above Step 4.

1 Longevity (16-20 Years): Will be applied to those beginning their 16th year of service
2 with the District on September 1st following the anniversary date of that year. Longevity
3 is 1.5% above Step 4.
4

5 Longevity (21+ Years): Will be applied to those beginning their 21st year of service
6 with the District on September 1st following the anniversary date of that year.
7 Longevity is 2.5% above Step 4.
8

9 **Less than 260-Day Employees**

10 **Step 1:** Assigned to all new employees with limited experience in the position for
11 which they are hired.
12

13 **Step 2:** At the beginning of the next contract year (September 1st) as long as the
14 employee has been in Step 1 for at least six (6) months of the previous contract year or
15 for new employees with significant experience in the position for which they are hired.
16

17 **Step 3:** Will be applied to those beginning their 5th year of service within the
18 bargaining unit on September 1st following the anniversary date of that year.
19

20 **Step 4:** Will be applied to those beginning their 8th year of service within the District
21 on September 1st following the anniversary date of that year.
22

23 Longevity (12-15 Years): Will be applied to those beginning their 12th year of service
24 with the District on September 1st following the anniversary date of that year. Longevity
25 is .75% above Step 4.
26

27 Longevity (16-20 Years): Will be applied to those beginning their 16th year of service
28 with the District on September 1st following the anniversary date of that year. Longevity
29 is 1.5% above Step 4.
30

31 Longevity (21+ Years): Will be applied to those beginning their 21st year of service
32 with the District on September 1st following the anniversary date of that year. Longevity
33 is 2.5% above Step 4.
34

35 **Section 17.2.4.**

36 Any employee who changes job positions or classifications will be placed on a step that
37 provides a minimum increase and will be eligible to move on increment steps thereafter.
38

39 **Section 17.3.**

40 Any employee required to travel in the interest of the District in a private vehicle during working hours
41 shall be reimbursed for such travel on a per-mile basis at the prevailing District rate.
42

43 **Section 17.3.1.**

44 A current Driving Abstract will be requested annually of all employees driving District
45 vehicles. The District will pay costs for these abstracts. The Driving Abstract is to provide
46 proof of validity only and shall not be used in an arbitrary or capricious manner. Employees
47 driving School District vehicles are required to report to their supervisor, within two (2)

workdays, any event or circumstance which could jeopardize the validity of their current Washington State Driver's License (WSDL).

Section 17.4.

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

Section 17.5.

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

Section 17.6.

1. Underpayments must be reported by the employee to the payroll office. Underpayments reported within five (5) business days of the pay day (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) days after pay day will be corrected on the next scheduled pay day.

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.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement is from September 1, 2022, to August 31, 2025. Schedule A will be reopened annually, however the term of this contract will follow language in 17.2.1.

Pesticide rate:

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

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

1 **Section 18.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement
3 notwithstanding its execution date, except as provided in the following section.
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing; provided that this Agreement shall be reopened annually as necessary to consider
8 legislative impact. Further, Schedule A shall be re-opened each year of the term of this contract, unless
9 otherwise noted in Section 17.2.1.
10

11 **Section 18.4.**

12 If any provision of this Agreement or the application of any such provision is held invalid, the
13 remainder of this Agreement shall not be affected thereby.
14

15 **Section 18.5.**

16 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
17 State or Federal statutes or regulations promulgated pursuant thereto.
18

19 **Section 18.6.**

20 In the event either of the two (2) previous sections is determined to apply to any provision of this
21 Agreement, such provision shall be renegotiated.
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26 **SIGNATURE PAGE**
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33 PUBLIC SCHOOL EMPLOYEES OF
34 WASHINGTON / SEIU LOCAL 1948
35

36 KENNEWICK MAINTENANCE &
37 OPERATIONS CHAPTER
38

39 BY:  _____
40 Jeff Richmond, Chapter President
41

42 DATE: Dec 1, 2022 _____
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KENNEWICK SCHOOL DISTRICT #17

40 BY:  _____
41 Toni Neidhold, Director of Human Resources
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43 DATE: Dec 1, 2022 _____
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SCHEDULE A

Salary Enhancement/Clock Hours

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

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

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

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

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

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

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

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

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

SCHEDULE A 2022-2023

KENNEWICK M&O	STEP 1	STEP 2	STEP 3	STEP 4	LONGEVITY		
					.75% above Step 4	1.5% above Step 4	2.5% above Step 4
					<u>0-1 YR.</u>	<u>1-4 YR.</u>	<u>5-7 YR.</u>
<u>MECHANICAL SERVICES</u>							
Journeyman		\$34.76	\$35.09	\$35.41	\$35.68	\$35.94	\$36.30
Worker	\$25.71	\$30.33	\$30.64	\$30.94	\$31.17	\$31.40	\$31.71
Laborer	\$25.20	\$27.90	\$28.19	\$28.47	\$28.68	\$28.90	\$29.18
<u>STRUCTURAL SERVICES</u>							
Journeyman		\$31.51	\$31.82	\$32.12	\$32.36	\$32.60	\$32.92
Worker	\$25.46	\$29.69	\$29.99	\$30.30	\$30.53	\$30.75	\$31.06
Laborer	\$24.95	\$26.73	\$27.01	\$27.27	\$27.47	\$27.68	\$27.95
<u>GROUNDS</u>							
Worker	\$25.30	\$27.85	\$28.11	\$28.36	\$28.57	\$28.79	\$29.07
Laborer	\$23.49	\$23.97	\$24.23	\$24.49	\$24.67	\$24.86	\$25.10
<u>WAREHOUSE ASST. LEAD</u>	\$23.97	\$26.79	\$27.06	\$27.34	\$27.55	\$27.75	\$28.02
<u>WAREHOUSE</u>							
Worker	\$23.74	\$24.33	\$24.57	\$24.80	\$24.99	\$25.17	\$25.42
Laborer	\$23.49	\$23.97	\$24.23	\$24.49	\$24.67	\$24.86	\$25.10
<u>PRINTSHOP</u>	\$23.97	\$26.79	\$27.06	\$27.34	\$27.55	\$27.75	\$28.02
<u>PRINTSHOP LEAD</u>	\$26.20	\$29.02	\$29.30	\$29.57	\$29.79	\$30.01	\$30.31
<u>SECURITY</u>	\$20.58	\$22.69	\$22.91	\$23.14	\$23.31	\$23.49	\$23.72
<u>GENERAL LABORER</u>	\$23.54						
<u>LAMPSON GROUNDS/CUSTODIAN</u>	\$21.05	\$24.05	\$24.30	\$24.54	\$24.72	\$24.91	\$25.15
<u>CUSTODIAN</u>	\$20.40	\$23.18	\$23.41	\$23.63	\$23.81	\$23.98	\$24.22
<u>ELEM. LEAD CUSTODIAN</u>	\$21.14	\$23.92	\$24.15	\$24.38	\$24.56	\$24.75	\$24.99
<u>ASSISTANT HIGH SCHOOL LEAD CUSTODIAN</u>	\$21.03	\$23.80	\$24.03	\$24.25	\$24.43	\$24.61	\$24.86
<u>MIDDLE AND TT LEAD CUSTODIAN</u>	\$21.34	\$24.12	\$24.35	\$24.58	\$24.76	\$24.95	\$25.19
<u>HIGH SCHOOL LEAD CUSTODIAN</u>	\$21.65	\$24.41	\$24.66	\$24.89	\$25.08	\$25.26	\$25.51
<u>DIFFERENTIALS (ADDED TO BASE PAY)</u>							
Swing	\$0.20						
Grave	\$0.50						
CDL Required (Leads)	\$0.50						
CDL holders other than leads paid .50 an hour when utilizing CDL							
Mechanical, Structural, Grounds, and Warehouse Lead positions shall be paid two dollars (\$2.00) more per hour than the highest position in their classification at the current step the Lead is in on Schedule A.							

