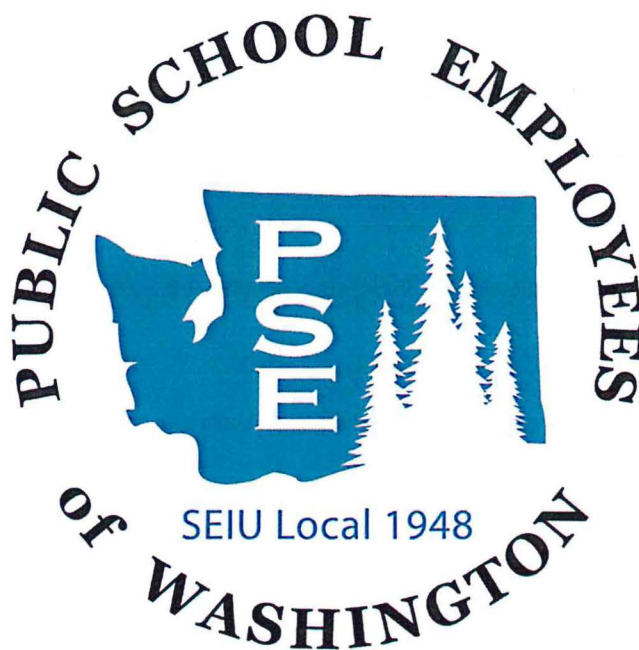


**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**KENT SCHOOL DISTRICT #415**  
**AND**  
**KENT ASSOCIATION OF**  
**EDUCATIONAL OFFICE PROFESSIONALS #708**

**SEPTEMBER 1, 2022 - AUGUST 31, 2025**



**Public School Employees of Washington/SEIU LOCAL 1948**  
P O Box 798  
Auburn, Washington 98071-0798  
1.866.820.5652  
[www.pseclassified.org](http://www.pseclassified.org)

## TABLE OF CONTENTS

	Page
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I            RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II           MANAGEMENT RIGHTS	3
ARTICLE III          EMPLOYEE RIGHTS	4
ARTICLE IV          RIGHTS OF THE UNION	8
ARTICLE V           APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	10
ARTICLE VI          UNION REPRESENTATION	11
ARTICLE VII         HOURS OF WORK AND OVERTIME	12
ARTICLE VIII        HOLIDAYS AND VACATIONS	15
ARTICLE IX          LEAVES	17
ARTICLE X           EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES	25
ARTICLE XI          DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT	30
ARTICLE XII         EMPLOYEE BENEFITS AND REIMBURSEMENTS	32
ARTICLE XIII        PROFESSIONAL DEVELOPMENT AND TRAINING	32
ARTICLE XIV         UNION MEMBERSHIP	35
ARTICLE XV          GRIEVANCE PROCEDURE	36
ARTICLE XVI         SALARIES AND EMPLOYEE COMPENSATION	37
ARTICLE XVII        TERM AND SEPARABILITY OF PROVISIONS	41
ARTICLE XVIII       NO STRIKE AGREEMENT	42
SIGNATURE PAGE	43
Schedule A and Notes	44
Schedule B and Notes	45
Schedule C and Notes	46
Schedule D (KAEOP Effective Education Hours Pool Request for Use Form)	47

## DECLARATION OF PRINCIPLES

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the District and its employees by providing a uniform basis for implementing the rights of the employees and the District to meet, confer, and negotiate in good faith. The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation and to promote effective methods for adjustment of differences.

## PREAMBLE

This Agreement is made and entered into between the Kent School District #415, hereinafter referred to as "District," and the Kent Union of Educational Office Professionals #708 (KAEOP), an affiliate of Public School Employees of Washington, hereinafter referred to as "Union."

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1. Representation.**

The District hereby recognizes the Union as the exclusive collective bargaining representative for all regular and temporary office-clerical and non-instructional support personnel employed by the District. All regular bargaining unit work shall be done by bargaining unit members, excluding the Executive Assistant for the Superintendent, Executive Assistants for the Assistant Superintendents/Chiefs and Executive Directors, the Assistant to the Director or Executive Director of Labor Relations, and/or the General Counsel, assistants assigned to Human Resources, Supervisors, confidential employees, Paraeducators, and all other employees of the District.

#### **Section 1.2.**

Regular and temporary office clerical and non-instructional aide personnel, as identified in Section 1.1 above, shall be defined as follows:

##### **Section 1.2.1.**

Regular employees shall be defined as those employees employed in a regular nine (9), ten (10) or twelve (12) month position.

##### **Section 1.2.2. Temporary Employees.**

Temporary employees will only be utilized when a special project occurs and the duties of such temporary employees cannot be reasonably performed by existing regular employees. The term project shall mean a defined body of work having a specific timeline. To become eligible for bargaining unit representation, a temporary employee must have been employed by the District for more than thirty (30) days of work within the current school year or the immediately preceding school year and continue to be available for work.

1. After the temporary employee has met the criteria above, the employee shall be paid at Step 1 of the salary schedule at the appropriate classification and shall not be subject to any other term or condition of the collective bargaining agreement, except;
2. If a temporary employee works for sixty (60) or more consecutive workdays in the same position, the employee shall be paid at Step 1 of the salary schedule in the appropriate classification and shall be subject to all terms and conditions of this collective bargaining agreement except Section 3.4 Employee Evaluations and Plans of Improvement., Section 8.4 Vacations; Section 9.2 Extended Health Leaves; Section 9.3 Maternity/Parental Leave; Section 9.8 Other Leaves; Article X - Employment, Seniority and Layoff Procedures, Article XI – Disciplinary Action and Separation of Employment, and Section 13.2. Effective Education.
3. If the District knows in advance that the temporary assignment will be at least fifty-percent (50%) of a regular nine, ten, or twelve month position, and the employee is hired or placed in the position between September 1 of any school year and January 31 of the same school year, the employee will get one (1) year of longevity credit for salary purposes for the time spent in the position, and, in addition to the benefits noted in (A.2) above will be subject to Section 3.4 (Evaluation) and 13.2 (Effective Ed.).
4. The District will notify the Union President if a continuous temporary assignment extends from one year to the next.
5. It is understood by both the District and Union that temporary positions shall be first eliminated and those duties assigned to regular employees if it would prevent the need for regular employee reduction in force.

### **Section 1.2.3. Long-Term Temporary Employees.**

Long-term temporary employees will only be utilized as replacements for regular employees on leave for sixty (60) or more consecutive workdays in the same position and shall be subject to all terms and conditions of this collective bargaining agreement except as noted in Section 10.3. Job Vacancies.

The District will notify the Union President whenever they intend to fill any continuing KAEOP position with a temporary employee.

### **Section 1.3.**

In unusual situations related to temporary leave or temporary assignment which may adversely impact the employment status of employees, the District and the Union will consult on a case-by-case basis to determine the appropriate status of the affected employees. Stipulations, conditions, and determinations concerning such status, if any, will be provided pursuant to a memorandum of understanding executed between the parties.

### **Section 1.4.**

Employees in positions included in this bargaining unit who also hold a position(s) in another district bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit, provided however, that group insurance benefits (and other benefits that are similar in nature, e.g., leave incentive program) for split employees shall be determined by Collective Bargaining Agreement (2022-2025)  
PSE of Kent KAEOP #708  
and Kent School District #415



1 the Collective Bargaining Agreement or District policy covering the position that carries the most regularly  
2 scheduled daily hours. All regularly scheduled hours in both bargaining units or groups will be combined  
3 for purposes of determining the split employee's eligibility for benefits and the employer's contribution for  
4 any mandatory benefits and medical insurance. Where a split employee has an equal number of regularly  
5 scheduled daily hours, such employee shall be placed into the bargaining unit providing greater health  
6 insurance pooling benefits unless the employee otherwise advises Human Resources.

7  
8 In regard to the leave incentive program, the employee must meet the eligibility requirements for all  
9 positions. The award shall then be based on the employee's total number of daily hours and applied to the  
10 applicable award schedule.

11  
12 **Sec. 1.5. Substitute Employees.**

13 Former Kent School District employees who return as substitute or a long-term temporary employee in  
14 the same position within twelve (12) months of separation shall be placed at their last rate of pay.

15  
16 Substitute employees who have worked for thirty (30) or more days during any twelve (12) month period  
17 in the current or previous school year shall be included in the bargaining unit, but subject only to Schedule  
18 A and any items specifically including them.

19  
20  
21  
22 **ARTICLE II**

23  
24 **MANAGEMENT RIGHTS**

25  
26 **Section 2.1.**

27 Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and negotiating  
28 may be construed to be a delegation to others of the policy-making authority of the District, which authority  
29 the District specifically reserves unto itself. The management of the District and the direction of the  
30 employees are vested in the District subject to the terms of this Agreement and federal, state laws, and  
31 regulations. Management officials retain the right and obligation to determine the method, number and  
32 kinds of personnel by which operations undertaken by employees in the bargaining unit are to be  
33 conducted, including the right to subcontract work and designate the work to be performed by the District  
34 or others and the places and the manner in which it is to be performed. Management officials retain the right  
35 and obligation, according to District policies and regulations, to do the following as enumerated below:

36  
37 **Section 2.1.1.**

38 Direct employees covered by this Agreement, subject to the terms of this Agreement.

39  
40 **Section 2.1.2.**

41 Hire, promote, demote and retain employees of the bargaining unit subject to the terms of this  
42 Agreement, and to suspend or discharge employees for just cause.

43  
44 **Section 2.2.**

45 Management prerogatives shall not be deemed to exclude other management rights not herein specifically  
46 enumerated.

**ARTICLE III**  
**EMPLOYEE RIGHTS**

**Section 3.1.**

The Union and the District recognize the requirement of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Program.

**Section 3.2.**

Employees shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discrimination against any employee.

**Section 3.3.**

The District shall not interfere with the right of employees to become members of the Union or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with, or coerce any employee because of membership or non-membership in the Union.

**Section 3.4. Employee Evaluations and Plans of Improvement.**

**Section 3.4.1. Plan of Improvement.**

Supervisors are expected to inform employees of performance concerns as they develop. It is expected that verbal performance counseling would precede written documentation of performance concerns. If a supervisor becomes aware of unsatisfactory performance and anticipates an overall annual evaluation rating of unacceptable, the supervisor shall advise the employee of the concerns in writing using the employer performance evaluation form (marked as "Other"), including suggestions for improvement. If, after receiving this written performance assessment, performance does not improve sufficiently the employer may place the employee on a plan of improvement to address the deficiencies. Said plan of improvement will be presented to the employee in a meeting that includes the KAEOP employee, the evaluator, a Human Resources representative, and an Union representative. The plan will clearly describe areas of deficiency, outline what the employee is expected to do in order to achieve a satisfactory rating, and, when applicable, identify the resources the employer will make available to the employee. An employee on a plan of improvement should have a minimum of six (6) weeks to demonstrate a level of satisfactory performance. The plan may be extended with the approval of Human Resources. Should the employee fail to demonstrate significant progress the employee may be terminated for failing to meet performance expectations.

**Section 3.4.1.1. Employee Annual Evaluation.**

In addition to any evaluation that may be done during the year in accordance with Section 3.4.1., supervisors shall meet with individual employees to review their annual evaluation before the following dates; twelve (12) month employees by August 15, ten (10) month employees by June 15, nine (9) month employees by May 15. An unsatisfactory rating in any criteria shall be preceded by a conference with the employee regarding the deficiency and an opportunity for correction. Health Technician evaluations shall be conducted by the building administrator with input from the supervising building nurse.

1       **Section 3.4.2.**

2       New employees hired into the KAEOP bargaining unit or KAEOP personnel hired into a new  
3       KAEOP position shall meet with their supervisor during the first ninety (90) workdays of their  
4       employment to discuss supervisor expectations and/or employee performance.  
5

6       **Section 3.4.3.**

7       Administrators may request input from KAEOP members concerning evaluations of other KAEOP  
8       members. KAEOP members shall not evaluate other KAEOP members, unless upon written request  
9       of the individual employee.  
10

11      **Section 3.5. Personnel Files.**

12  
13      **Section 3.5.1.**

14      An employee shall, upon request, have the right to inspect all contents of his/her complete personnel  
15      file kept within the District. A copy of any requested document(s) shall be provided at District  
16      expense.  
17

18      **Section 3.5.2.**

19      At the employee's request, anyone may be present during review of the personnel file.  
20

21      **Section 3.5.3.**

22      Any material/information which may be used to discipline an employee, e.g., reprimand,  
23      suspension, or termination of employment, must be disclosed to the employee within ten (10)  
24      workdays of the alleged violation or of the time the District became aware of the alleged  
25      violation. "Workdays" for the purposes of this section will be the employee's regularly scheduled  
26      workdays, excluding any scheduled and approved leave.  
27

28      **Section 3.5.4.**

29      No evaluation, correspondence, or other material making pejorative reference to any employee's  
30      character, or work performance, shall be kept or placed in the personnel file without the employee's  
31      knowledge and opportunity to attach comments. Employees may request that letters documenting  
32      disciplinary action that are more than three (3) years old be removed from their building working  
33      folder provided there has been no further disciplinary action within the three year period. Any  
34      materials filed longer than five (5) years in the personnel file kept within Human Resources shall,  
35      at the employee's request, be removed provided: 1) the materials are not required to be retained  
36      by law, or 2) the materials are not part of a formalized continuing action, or 3) that the District  
37      may keep documents regarding allegations of physical or sexual abuse or harassment for more  
38      than five (5) years if these documents are kept in a sealed file in the possession of the District's  
39      legal counsel, or 4) that the District may keep the employee's evaluation for more than five (5)  
40      years if the evaluation is kept sealed in a separate archive. Such requests shall be made in writing.  
41

42      **Section 3.5.5.**

43      An employee shall have the opportunity to attach an exclusive addendum to any derogatory material  
44      placed in the personnel file.  
45

46      **Section 3.5.6.**

47      An employee, at his/her discretion, may add materials which s/he deems appropriate.  
48

1 **Section 3.6. Workplace Safety.**

2 The District, in accordance with State law, District policies and procedures, will make reasonable efforts  
3 to establish and maintain a safe and secure school and work atmosphere for all employees and students.  
4

5 **Section 3.6.1.**

6 Employees are expected to report all safety concerns to their supervisors, and to their work site  
7 safety committees, if applicable. Upon request, the District shall provide information regarding  
8 the resolution of the safety concern.  
9

10 **Section 3.6.1.1.**

11 Each building and department shall have school/building wide student behavior  
12 management procedures. The procedures will identify appropriate roles for KAEOP staff  
13 and include contingency options when an administrator is not available. KAEOP members  
14 shall participate in the development and review of the school/department discipline  
15 procedures/plan and the procedures/plan shall be reviewed annually with KAEOP staff.  
16

17 In the event of an assault upon an employee, such action shall be immediately reported to  
18 the appropriate supervisor. The District shall make all practicable efforts for assistance to  
19 be rendered to the employee and shall document the action. The supervisor will meet with  
20 the employee, if requested, to determine appropriate measures to address the employee's  
21 concerns regarding the student's behavior.  
22

23 **Section 3.6.1.2.**

24 Emergency response procedures will be reviewed annually, and potentially unstable  
25 situations will be communicated with employees in advance, when possible. Information  
26 and applicable training will be made available for employees in preparation for dealing  
27 with violent or volatile students or adults.  
28

29 **Section 3.6.1.3.**

30 Training will be provided by the District for employees expected to engage in health room  
31 coverage and/or duties, including protocols for handling medically fragile students where  
32 applicable. A District registered nurse will certify the employee has been trained.  
33

34 **Section 3.6.1.4.**

35 The District will provide mandatory training at various times of the year which will  
36 include, but is not limited to, cultural competency, de-escalation, and training related to  
37 working with students with significant behavior issues, depending on the needs of specific  
38 buildings. The District will follow RCW 28A.320.125.  
39

40 **Section 3.6.2. Health Care Services (Student-Specific).**

41 Whenever a workplace safety and/or work jurisdiction concern arises over the provision of  
42 student-specific healthcare services, this matter will be referred to informal conference including  
43 the District's Nursing Services Coordinator and/or the School Nurse, the employee involved, the  
44 Office Manager, a Union representative, the Building Administrator and a Human Resources  
45 Director.  
46  
47  
48



1                   **Section 3.6.2.1.**

2                   A conference will normally be convened no later than two (2) workdays from the date the  
3                   employee(s) make the concern known to the building administrator. Conference  
4                   participants will discuss and try to address the concerns within the terms of the KAEOP  
5                   collective bargaining agreement and district policy/procedures. If the concerned employee  
6                   and/or the union are not satisfied with the final outcome of the conference, the conference  
7                   will be considered as the informal Step 1 meeting under the grievance procedure pursuant  
8                   to Article 15.3.1.  
9

10                   **Section 3.6.3.**

11                   Video and/or electronic monitoring systems will not be used to monitor or observe employee  
12                   behavior, or to evaluate employee work performance. Any use of the District's video and/or  
13                   electronic recording systems in employee discipline matters will occur as a means to verify  
14                   information obtained during an investigation process in compliance with the terms and conditions of  
15                   the Collective Bargaining Agreement. Appropriate use of the District's video and/or electronic  
16                   recording system records includes compliance with the just cause and progressive discipline  
17                   provisions of the Collective Bargaining Agreement. If video and/or electronic monitoring system  
18                   records are used in connection with an investigation of employee conduct, the District, upon request  
19                   by the Union, will furnish a copy of the video recording or electronic monitoring system records  
20                   used.  
21

22                   **Section 3.7.**

23                   No employee shall be required to transport students of the District, or District equipment or materials in  
24                   their private vehicles.  
25

26                   **Section 3.8. Workplace Civility.**

27                   Each employee is expected to work in a cooperative manner with staff, students, parents, community  
28                   members, and vendors. This expectation extends to all persons involved in academic, educational,  
29                   extracurricular, athletic, and other programs or activities of the school, whether that program or activity is  
30                   in a district facility, on school transportation, or at a class/training held elsewhere. The District and the  
31                   Union are committed to supporting this expectation and will not condone or accept uncivil conduct on  
32                   school grounds, at school-sponsored activities, or in communications, whether verbal, written, or  
33                   electronic by students, staff, administrators, parents, or community members.  
34

35                   Definition of Uncivil Conduct: Conducting oneself in a discourteous or disrespectful manner when  
36                   communicating or interacting with others. Rude or otherwise unprofessional behavior, which may be  
37                   considered bullying or behaviorally violent in nature.  
38

39                   Uncivil Conduct includes, but is not limited to behaviors such as: directing vulgar, obscene, or profane  
40                   gestures or words at another individual; taunting, jeering, inciting others to taunt or jeer an individual;  
41                   interrupting another individual repeatedly or raising one's voice in anger at another person; imposing  
42                   personal demands at times or in settings where they conflict with assigned duties and cannot reasonably be  
43                   met; using derogatory epithets; gesturing in a manner that puts another in fear for their personal or  
44                   professional safety; invading the personal space of an individual after being directed to move away;  
45                   violating the privacy of another individual's belongings (except for lawful searches by school officials  
46                   conducted in connection with the administration of school rules and applicable laws); or other similar  
47                   disruptive conduct.  
48

**ARTICLE IV**  
**RIGHTS OF THE UNION**

**Section 4.1.**

The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession.

**Section 4.2.**

The Union reserves and retains the right to delegate any Union right or duty contained herein to appropriate officials of the Union.

**Section 4.3.**

The Union shall be permitted use of District resources for Union business. The Union agrees that it will not seek to utilize the employee's mailbox for any material which is not in the best interests of the District or its operations. The District shall not be responsible for any material placed in the employee's mailbox or its loss.

**Section 4.4.**

The Union shall have the right to post notices of activities and matters of Union concern on designated areas of bulletin boards to be provided by the District. Building copies of all materials posted shall be sent to the building administrator. The Union further agrees that it will not seek to post any materials which are of a political or controversial nature or which are not in the best interest of the District or its operations. The District shall not be responsible for any posted material, its loss or removal, and the Union agrees to indemnify and hold the District harmless from any and all claims which may arise from any posted material.

**Section 4.5. Employee Orientation.**

New employees, substitutes hired into a regular KAEOP position, and rehires who have been separated from the District for more than one (1) year shall be scheduled to attend new employee orientation within thirty (30) working days of employment with the District. The orientation shall provide the employees with links to the following: an applicable job description, this Agreement, the school calendar, and relevant employment benefits and payroll information. A copy of the new employee orientation schedule, including the names of new KAEOP employees, shall be provided in advance to the KAEOP chapter president or designee.

**Section 4.5.1.**

The District agrees to post this agreement on the KSD website and StaffLink within twenty (20) days from the date the agreement is published.

**Section 4.6.**

On a quarterly basis, the Union shall be provided with a full list of all employees in the bargaining unit, including but not limited to, their KSD hire date, KAEOP seniority date, hours/day for each position, job classification, position title, work location and/or department and work year. The quarterly list shall be updated on a monthly basis reflecting the names of new hires, location (or

changes in location), terminations, employees transferring into or out of the KAEOP bargaining unit and substitutes hired into a regular KAEOP position.

#### **Section 4.7. Release Time.**

Visitation rights shall be granted to the designated representative of the Union to visit employees in the unit for the purpose of grievance procedures and/or general information data. This excludes recruitment during working hours. The designated representatives shall receive advance approval from the Chief Human Resources Officer or his/her designee for any visitation. Union meetings may be held during working hours with prior approval of the Superintendent or designee.

##### **Section 4.7.1.**

The KAEOP President or Co-Presidents and/or their designee(s) may be authorized to use release time to transact Union business as follows:

- When feasible, advance notice will be provided for all such requests which will be made to the appropriate supervisor.
- The Union may reimburse the District for the actual cost of a substitute employee during the period of absence.

##### **Section 4.7.2. Attendance at Workshops.**

The President of the Union and/or designated representative(s), as recognized by KAEOP's chapter bylaws, will be provided time off without loss of pay to a maximum of ten (10) workdays per year to attend regional or state meetings and for time engaged in new employee bargaining unit orientation. The Union will reimburse the District for the cost of any required substitute.

##### **Section 4.7.2.1.**

It is further provided that the above shall not be construed as limiting attendance at such workshops, when at the option of the superintendent, it is deemed to be to the advantage of the District for more members of the staff to attend.

##### **Section 4.7.3. Attendance at the Legislature.**

Any public employee who represents fifty percent (50%) or more of a bargaining unit, or who represents on a statewide basis a group of five (5) or more bargaining units, shall have the right to be absent from employment without pay and without suffering any discrimination in future employment and without losing benefits incident to employment while representing the bargaining unit at the legislature of the State of Washington during any regular or extraordinary session there:

PROVIDED, that such employee is replaced by the Union with an employee who shall be paid by the District and who shall be qualified to perform the duties and obligations of the absent member in accordance with the rules of the civil service or other standards established by the District for such absent employee. (Reference RCW 41.56.220)

#### **Section 4.8.**

The District will provide the Union with position descriptions and such amendments, changes and additions to such position descriptions as changes from time to time may occur.

##### **Section 4.8.1.**

A standing joint committee of equal numbers of Union and District members shall meet at least quarterly to provide ongoing review, input and recommendations to update KAEOP job

1 specifications/job testing regimen within the negotiated classification level of the position being  
2 reviewed. This work shall be performed at no loss in pay. The joint committee shall not supplant,  
3 substitute for, replace or otherwise impair the negotiation process, the grievance process and/or  
4 the reclassification process set forth in Section 16.8. The committee will provide the District and  
5 Union with recommendations for updates to KAEOP job descriptions no later than May 1 of each  
6 year.

#### 7 **Section 4.9.**

8 KAEOP may use the District's internal mail distribution system and e-mail system for the following  
9 purposes:

- 10 1. Meeting notification
- 11 2. Communication containing information on grievances
- 12 3. Matters relating to joint KSD/KAEOP training, KAEOP activities or in-service opportunities

13  
14 Communications other than the above shall need prior approval of the assistant superintendent of human  
15 resources. Communications shall not be for the purposes of solicitation, editorializing, and/or political  
16 campaigning; nor shall such communications be inflammatory in nature. KAEOP shall include the assistant  
17 superintendent of human resources in all electronic mailings at the time the e-mail is sent.

18  
19 KAEOP and the Union agree to indemnify and hold the District harmless for any and all claims, fines,  
20 demands, suits, attorney fees, and other costs which may result from such use of the District's mail service  
21 or e-mail by KAEOP.

#### 22 **Section 4.9.1.**

23 As designated by the KAEOP Chapter President, such designees shall be provided release time for  
24 KAEOP to hold a bargaining unit employee orientation coinciding with the District's health  
25 insurance benefit fair(s), in addition to new employee orientation sessions.

## 26 27 28 29 30 31 32 **ARTICLE V**

### 33 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

#### 34 **Section 5.1.**

35 Pursuant to Chapter 41.56.100.et.seq., RCW, Public Employees Collective Bargaining Act, the District and  
36 the Union agree to meet at reasonable times, to confer and negotiate in good faith, and to execute a written  
37 agreement regarding matters appropriate for negotiations which shall relate to salaries, hours, working  
38 conditions, and grievance procedures, except that by such obligation neither party shall be compelled to  
39 agree to a proposal or be required to make a concession, unless otherwise provided in RCW 41.56.100.

#### 40 **Section 5.2.**

41 The annual school district calendar shall be an appropriate matter for consultation and negotiations. Once  
42 Human Resources has developed at least two proposed calendars, they shall be submitted to the Union in  
43 the same manner as with other employee groups.



## ARTICLE VI

### UNION REPRESENTATION

#### **Section 6.1. Joint Labor-Management Committee.**

The District and the Union agree to establish and participate in a joint labor-management committee to address areas of mutual interest. The parties are responsible for selecting their representatives to the committee. Under no circumstances shall collective bargaining occur in any committee meeting; however, recommendations from the committee can be made to the negotiations teams. Likewise, the labor-management process will not be a substitute for the contractual grievance process.

#### **Section 6.1.1.**

The Labor-Management Committee will be established and will include a maximum of four (4) representatives for the Union and a maximum of four (4) representatives for the District provided this shall not include the use of resource personnel as either party may deem appropriate. In advance of labor-management meetings, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly but may be canceled or rescheduled by mutual agreement. Employees attending the labor-management meeting during their regularly scheduled workday shall not suffer a loss of pay.

#### **Section 6.1.2.**

Although the Labor-Management Committee may discuss the underlying causes of grievances, the committee will not discuss or resolve individual grievances.

#### **Section 6.2.**

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

#### **Section 6.3.**

The designated Union representative, when leaving work as per Section 6.1, shall notify his/her immediate supervisor. If a representative's absences create a hardship on the building/department, the Union and Human Resources will collaborate on an alternative solution. The employee's supervisor shall be notified when the employee returns to work.

#### **Section 6.4.**

The District shall provide timely notification to the Union of any proposed changes to Board policy that impacts wages, hours, or working conditions.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1. Work Year.**

For the purpose of determining the appropriate work year calendar, regular positions within the unit shall be categorized as follows:

##### **Section 7.1.1. 12-Month.**

The work year shall always be constituted by a total of two hundred sixty (260) days, including holidays and vacation as provided in Article VIII, Section 8.1 and 8.4, respectively. In the event of a 261/262-workday year, the additional day(s) shall be scheduled by the District in consultation with the Union.

##### **Section 7.1.2. 10-Month.**

The work year shall be constituted by two hundred twelve (212) days including holidays as provided in Section 8.1.2.

##### **Section 7.1.3. 9-Month.**

The nine (9) month work year shall be constituted by one hundred ninety-one (191) days including holidays as provided in Section 8.1.1, the day before the first student day of the school year and the day following the last student day of the school year.

##### **Section 7.1.3.1.**

Selected office staff (either individual or multiple) will be allocated forty (40) hours of additional time, with a separate non-building budget number, during the month of August at each elementary school to perform AAI or AAI duties as assigned by building administrators in coordination with the AAVs. These hours will be compensated at the employee's regular rate of pay for up to forty (40) hours worked per week total and are not authorized to be used for overtime. This is designated for the preparation and the opening of the elementary schools.

##### **Section 7.1.3.2.**

At the beginning of each new school year, each school building will be allocated eighty (80) hours of additional time, with a separate non-building budget number, to augment existing KAEOP member hours in these buildings. These hours will be assigned by building administrators in coordination with the AAVs. These hours will be compensated at the employee's regular rate of pay for up to forty (40) hours worked per week total and are not authorized to be used for overtime. These hours will be paid by extra pay timesheet.

##### **Section 7.1.4.**

In the case of a nine (9) or ten (10) month employee, added days of service may be scheduled in order to use District annual clerical allocations. However, an employee is not allowed the additional benefits of the higher level (i.e., extra holiday or vacation) until the minimum workdays for the classification are assigned as the regular schedule for that year.

1       **Section 7.1.5. Summer Work.**

2       When summer work is available constituting an extension of the work performed by a regular  
3       employee with less than a twelve (12) month work year calendar, the hours of work shall be made  
4       available in the following order of priority:

- 5
- 6               • The regular employee currently holding the position if available.
  - 7               • The most senior qualified and available KAEOP regular employee currently in the
  - 8               affected building or department.
  - 9               • Any qualified and available KAEOP employee.
- 10

11       **Section 7.2. Workweek.**

12       Consistent with federal and state regulations, the District shall establish and maintain a defined workweek.

13

14       **Section 7.2.1.**

15       The workweek, for the payroll purposes, shall be defined as a seven (7) day week, commencing at  
16       12:01 a.m., Monday, through 12:00 midnight the following Sunday.

17

18       **Section 7.2.2.**

19       Employees shall normally work a five-day schedule, Monday through Friday, with two (2)  
20       consecutive days of rest, Saturday and Sunday. If the work schedule is different than Monday  
21       through Friday, the supervisor shall so notify the employee, the assistant superintendent of human  
22       resources, and the supervisor of payroll/accounting. Employees shall receive a two (2) week notice  
23       of a change in the regular workweek schedule unless, due to an emergency situation, the District is  
24       not able to provide such notice.

25

26       **Section 7.2.3.**

27       Extra hours worked beyond the normal assigned schedule shall be paid in accordance with Sections  
28       7.3 and 7.4, and in accordance with procedures established by Human Resources and Payroll.

29

30       **Section 7.3. Overtime.**

31       Overtime shall be administered in accordance with the Fair Labor Standards Act, 1985 Amendments, and  
32       state laws and regulations. Members of the Union who are required by their immediate supervisor to work  
33       beyond forty (40) compensated hours per week shall receive time and one-half for all overtime, except that  
34       work performed on a designated holiday will be paid at two and a half (2 1/2) times the employee's regular  
35       rate of pay.

36

37       **Section 7.4. Compensatory Time.**

38       Compensatory time shall be administered in accordance with law. Compensatory time, valued at one and  
39       one-half times the employee's base hourly rate for each hour worked beyond forty (40) hours per week,  
40       shall be available, at the discretion of the employer, to bargaining unit employees in lieu of cash overtime  
41       upon mutual agreement by the employee and the employer. The compensatory time must be expressly  
42       authorized in advance by the supervisor. Any accumulated compensatory time must be utilized within the  
43       employee's work year in which it was earned. The employee and employer must agree when the  
44       compensatory time will be utilized. Any remaining compensatory time balance at the end of the fiscal  
45       year will be liquidated to cash value at a rate of one and one-half (1/2) times the base hourly rate.  
46       Compensatory time must be documented using the Compensatory Time Record Sheet.

47

48

1       **Section 7.4.1. Flex-Time.**

2       Authorized hours of work in excess of the assigned shift as defined in Section 7.5, but less than  
3       forty (40) hours per week, shall be defined as “flex-time.” Flex-time will be available, at the  
4       discretion of the employer, and will be compensated on an hour-for-hour basis in cash unless  
5       there is a mutual agreement between the employee and supervisor to compensate the employee in  
6       equivalent time (flex-time). The flex-time must be expressly authorized in advance by the  
7       supervisor. Any accumulated flex-time may be utilized by mutual agreement between the  
8       employee and the employer. Flex-time must be utilized within the employee’s work year in which  
9       it was earned. Any remaining flex-time balance at the end of the fiscal year will be liquidated to  
10      cash. Flex-time must be documented using the Flex-Time Record Sheet.

11  
12      **Section 7.5. Work Time.**

13      Employees shall be assigned to a definite shift with designated start and end times. Employees working five  
14      (5) hours or more shall be entitled to an uninterrupted lunch period. Meal periods shall be paid when the  
15      employee is required by the employer to remain on duty at the premises or at a prescribed work site, or  
16      when meal periods are interrupted to undertake employer's business. All employees required to work  
17      through their regular lunch periods will be given time to eat at a time agreed upon by the employee and  
18      supervisor. In the event that the District requires an employee to forgo a lunch period and the employee  
19      works the entire shift, including the lunch period, the employee shall be compensated for the foregone time  
20      either at the employees regular rate or the overtime rate.

21  
22      Employees shall be paid for all hours worked. Hours worked shall include all hours that the District  
23      authorizes or knows that employees are working. Employees should not work beyond their designated  
24      and assigned work shift without express authorization from their supervisor or supervisor’s designee. The  
25      District and Union acknowledge unexpected situations may arise in which prior authorization is not  
26      feasible but which nevertheless call for extended work time. Such time worked without prior  
27      authorization shall be reported to the supervisor by the end of the next workday. Supervisors shall  
28      develop a plan which provides guidance to employees regarding such situations. Supervisors shall ensure  
29      that employees are aware of the plan.

30  
31      **Section 7.6. Emergency Conditions.**

32      In the event of unusual school closures due to an emergency:

33  
34      **Section 7.6.1.**

35      Persons employed twelve (12) months are required to make every reasonable effort to report to  
36      work at the usual time; provided, that the building/department administrator may allow a twelve  
37      (12) month employee to utilize vacation or compensatory time if it is determined that the employee's  
38      services are not necessary on that day.

39  
40      **Section 7.6.2.**

41      Persons employed less than twelve (12) months are not required to report to work. Time lost due to  
42      school closure days will be made up by persons employed less than twelve (12) months by working  
43      on the District designated make-up day. In the event of a school closure, ten (10) month employees  
44      will maintain the number of scheduled workdays by having a day added to the end of the work  
45      calendar. If the additional day is at the end of the school year after students have left for summer  
46      break, ten (10) month employees may make arrangements with their administrator(s) to take unpaid  
47      time off if this meets the needs of the school and the District.



**Section 7.6.3.**

Persons employed twelve (12) months who report for work and are sent home, or who are notified through the media and/or the school administration that the District is closed, will not have to make up the time.

**Section 7.6.4.**

In the event schools are opened late because of unusual conditions, all employees are to make every reasonable effort to report to work at the usual time. Unless the employee is unreasonably delayed, the employee's compensation will not be adjusted.

**Section 7.6.5.**

In the event of an unusual or emergency school/site closure due to inclement weather or other circumstances such as electrical problems or the like, and where it is not anticipated that the day will be made up, KAEOP employees will have the following options: use any available discretionary leave, use any available compensatory time, take leave without pay, or work at an alternative site as directed by the District.

**Section 7.6.6.**

In the event of an unusual or emergency school/site closure due to inclement weather or other circumstances such as electrical problems or the like, employees are expected to listen to the public media prior to leaving home for notification of closure. Employees reporting to work who were not notified by the district or public media prior to leaving home shall receive a minimum of two (2) hours pay by submitting an approved timesheet for this time.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

**Section 8.1.1.**

Employees shall receive the following holidays without loss of pay:

	9-month	10-month	12-month
New Year's Day	X	X	X
Day Before or Day After New Year's Day			X
Martin Luther King Day	X	X	X
Presidents' Day	X	X	X
Memorial Day	X	X	X
Juneteenth			X
Independence Day			X
Labor Day	X	X	X
Veterans' Day	X	X	X
Thanksgiving Day	X	X	X
Day After Thanksgiving		X	X
Christmas Day	X	X	X
Day Before Christmas			X
Day After Christmas			X
Day Before or Day After Christmas	X	X	

**Section 8.2. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

**Section 8.3. Work Holidays.**

Employees who are required to work on the above described holidays shall receive two and one-half (2½) times the employee's regular rate of pay for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

**Section 8.4. Vacations.**

**Section 8.4.1.**

Vacations for all regular 12-month employees will be prorated at a monthly rate of one-twelfth of the employee's vacation entitlement as computed under Section 8.4.2.

**Section 8.4.2. Vacation for a regular full-time twelve (12) month employee.**

<u>Length of Employment</u>	<u>Vacation Accrued</u>
1-3 Years	10 Days
4-9 Years	15 Days
10-14 Years	20 Days
15+ Years	25 Days

**Section 8.4.3.**

All vacations must be approved by the immediate supervisor.

**Section 8.4.4.**

Vacation time shall not be accumulated in an amount to exceed two times the employee's entitlement. Any excess vacation accumulation not used by August 31 of each year will be lost.

**Section 8.5. Payment of Vacation Upon Separation of Employment.**

**Section 8.5.1. Other than Retirement.**

Upon separation of employment by reason other than retirement, all employees will receive their accumulated vacation up to two (2) times their entitlement by warrant on the next scheduled pay date after their final pay warrant.

**Section 8.5.2. Retirement.**

Upon separation of employment by reason of retirement, the vacation cash out will be subject to the bargaining unit's VEBA contract vote.

# ARTICLE IX

## LEAVES

### **Section 9.1. Sick Leave.**

Each employee with the District shall be granted twelve (12) workdays annual sick leave. For employees commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick leave buyback program (e.g., an employee who has a scheduled work year of two hundred (200) days but has two hundred ten (210) sick leave days at the end of the school year, the excess ten (10) days will be lost as of August 31).

### **Section 9.1.1. Definitions.**

Throughout this article (Article IX, LEAVES), the following definitions shall apply unless otherwise stated within a section or subsection:

**"Child"** means a biological, adopted, or foster child, a stepchild, child of the employee's domestic partner, a legal ward, or a child of a person who is acting as guardian who is (a) under the age of 18 years of age, or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability. Incapable of self-care means that the individual requires active assistance or supervision to provide self-care in several of the activities of daily living. This includes activities such as grooming, bathing, cooking, cleaning, shopping, paying bills, and/or eating.

**"Immediate Family"** means a spouse, domestic partner, parent, child (whether under age 18 or older), brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.

**"Immediate Household"** means all people living in the same family unit, not necessarily related. The term does not include persons sharing the same general quarters when the living style is primarily that of a dormitory or commune.

**"Not Immediate Family"** means a niece, nephew, aunt, uncle, cousin, close friend or coworker.

**"Parent"** means a biological parent, legal parent or *de facto* parent.

**"Emergency"** means a health condition that is a sudden, and generally unexpected occurrence related to health that demand immediate action and is very short term in nature, or an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the property of the employee. The Kent School District Human Resources may require the employee to furnish evidence of the emergency.

**"Extraordinary or Severe"** means serious or extreme and/or life threatening, as defined in WAC 392-126-065.

1 **“Serious Health Condition”** means an illness, injury, impairment, or physical or mental  
2 condition that involves continuing treatment by a health care provider or inpatient care in a  
3 hospital and the like (such as hospice or residential medical care facility). It also includes the  
4 period of incapacity or subsequent treatment or recovery in connection with the inpatient care as  
5 long as it includes any period of inability to work, attend school or perform other regular activities.  
6

7 **Section 9.1.2.**

8 Employees may use sick leave for the following purposes:  
9

10 (1) Personal illness:

11 Accumulated sick leave shall be granted when an employee is required to be absent from  
12 work for any of the following reasons:

- 13 • The employee’s mental or physical illness, injury, or health condition; to  
14 accommodate the employee’s need for medical diagnosis, care, or treatment of a  
15 mental or physical illness, injury, or health condition; or an employee’s need for  
16 preventive care;
- 17 • Exposure of the employee to contagious disease when attendance at work would  
18 jeopardize the health of others;
- 19 • Disability of the employee due to pregnancy or childbirth;
- 20 • When the employee’s place of business has been closed by order of a public  
21 official for any health-related reason, or when an employee’s child’s school or  
22 place of care has been closed for such a reason.

23  
24 (2) Illness of a family member:

25 Accumulated sick leave shall be granted when an employee is required to be absent from  
26 work to provide care to a family member with a mental or physical illness, injury, or  
27 health condition; care of a family member who needs medical diagnosis, care, or  
28 treatment of a mental or physical illness, injury, or health condition; or care for a family  
29 member who needs preventive medical care. Family member means any of the  
30 following:

- 31 • A child, including a biological, adopted, or foster child, stepchild, or a child to  
32 whom the employee stands in loco parentis, is a legal guardian, or is a de facto  
33 parent, regardless of age or dependency status;
- 34 • A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an  
35 employee or the employee’s spouse or domestic partner, or a person who stood in  
36 loco parentis when the employee was a minor child;
- 37 • A spouse;
- 38 • A domestic partner;
- 39 • A grandparent;
- 40 • A grandchild; or
- 41 • A sibling;
- 42 • Someone in the immediate household (living in the same family unit, not  
43 necessarily related).

44  
45 (3) Property Emergency:

46 Up to one (1) day of sick leave may be used annually to attend to the protection of  
47 property due to an emergency, without providing evidence of the property emergency.

Any additional absence due to a property emergency will require evidence that no alternative to the employee's absence is practicable.

**Section 9.1.3.**

For any absence in excess of five (5) consecutive workdays, medical certification must be made by the employee's or family member's licensed health care provider that the absence was medically necessary. Medical certification must be updated or renewed every twenty (20) workdays of absence per year beginning September 1, unless other arrangements are approved by Human Resources, except as otherwise provided by state or federal law.

**Section 9.1.4.**

Sick leave accumulated in any school district in the state shall be credited upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s).

**Section 9.1.5.**

Compensation for sick leave shall be the same as the compensation the employee would have received had the employee not taken sick leave.

**Section 9.1.6. Sick Leave Cash Out.**

The Attendance Incentive Program shall be as follows:

1. In January, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation; PROVIDED, that no employee may receive compensation under this Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
2. Sick leave cash out will be subject to the bargaining unit's VEBA contract vote and state law. At the time of separation from school district employment due to death, the employee's estate shall receive remuneration for unused sick leave. In either case, the unused sick leave will be paid at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than one hundred eighty (180) sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

**Section 9.1.7.**

In the case of a strike or work stoppage by any Union or union associated with the District, the board of directors reserves the right to ask for a licensed health care provider's validation of illness, provided the board acts to give advance notice that this provision will be implemented during a specific time.

**Section 9.1.8.**

Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the person would have received had such person not taken sick leave. Sick leave shall not affect experience credit, salary schedule placement, or seniority.

1  
2 **Section 9.1.9.**

3 Any employee returning from taking sick leave shall be assigned to the same position held at the  
4 time the leave commenced. If such leave extended from one school year into the next school year,  
5 or if that position is no longer available, the employee shall be assigned to an equivalent position for  
6 which the employee is qualified, if possible.  
7

8 **Section 9.2. Extended Health Leaves.**  
9

10 **Section 9.2.1.**

11 An employee who is unable to perform his/her duty because of health reasons may be granted a  
12 leave of absence up to one (1) year without pay, which may include up to twelve (12) weeks of  
13 unpaid Family Medical Leave for eligible employees. Application for this leave shall be made in  
14 writing to Human Resources. Approval of extended health leave is conditioned upon receipt by  
15 Human Resources of medical certification from the employee's licensed health provider.  
16

17 **Section 9.2.1.1. On-the-Job Injury Leave.**

- 18 A. All employees covered by this agreement shall be covered by the Washington State  
19 Workers' Compensation Law, self-insured by the Kent School District. The cost of the  
20 industrial insurance and Medical Aid coverage will be borne by the employer. The cost  
21 of the Pension Fund will be shared equally by the employee and the employer in  
22 accordance with the Workers' Compensation Law.
- 23 B. A job-related injury is one which is sustained on or off District property by an  
24 employee performing services required by the District. The District shall provide  
25 Workman's Compensation coverage in compliance with state law. An electronic link  
26 to the State Labor and Industries website will be posted on the Risk Management  
27 webpage accessible through the District's StaffLink.
- 28 C. Whenever an employee is absent from employment and unable to perform duties as a  
29 result of a personal injury sustained in the course of employment, said employee shall  
30 be entitled to use accumulated sick leave. In the event the employee acquires Industrial  
31 Insurance Benefits in the form of time-loss payments, the employee shall have the  
32 option of using sick leave on a pro rata basis so that the combination of time-loss  
33 payments and sick leave benefits will equal the employee's regular salary (under no  
34 combination of the above shall an employee be paid greater than their current salary  
35 amount). While an employee may lawfully elect not to file a worker's compensation  
36 claim and instead utilize full accumulated sick leave. The District will not promote,  
37 encourage, discourage or advise employees in any way to exercise this option.
- 38 D. Upon exhaustion of sick leave, said employee shall be entitled to leave without pay  
39 (except for any Workman's Compensation Award) for the balance of the time  
40 documented by the employee's licensed health care provider. Upon verification by a  
41 licensed health care provider of the employee's ability to return to light duty, the  
42 employee shall be so assigned, by the District Risk Management in consultation with  
43 Human Resources and the employee, if such light duty is, in fact, available. Upon  
44 verification by a licensed health care provider of the employee's ability to perform the  
45 essential functions of the employee's job with or without reasonable accommodations,  
46 the employee shall be returned to regular duties
- 47 E. In the case of assault that qualifies as a job-related injury, the District will provide and  
48 Human Resources will coordinate critical incident services under the Employee

Assistance Program support to assist the injured employee, including assistance in identifying and accessing other resources which may be available to the injured employee under the State and/or Federal Law, including the Crime Victims Compensation program and Domestic Violence Leave.

**Section 9.2.2.**

The District may require certification by a licensed health care provider that the health reason is valid and may also require that the employee present written release for duty by the licensed health care provider before returning to active service.

**Section 9.2.3.**

Employees on health leave shall have the right to retain the seniority they had before going on leave. In addition, the employee shall have the opportunity to continue to participate in the District's health plan according to COBRA rules.

**Section 9.2.4. Family and Medical Leave.**

In accordance with the Family and Medical Leave Act (P.L. 103-3, as amended) and in addition to any other leave provisions in the Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave, excluding any non-work periods for an employee working less than twelve (12) months per year, without pay in any twelve (12) month period, in connection with:

- the birth, adoption or placement of a foster child and first year of care of the child;
- the serious health condition of an employee's spouse, domestic partner, child, or parent;
- the employee's own serious health condition; and
- leave for military exigencies and/or military caregivers as provided under the Family and Medical Leave Act as amended.

When medically necessary, leave may be taken intermittently or on a reduced leave schedule, i.e., a leave schedule which reduces the number of hours per workday and/or workdays per week. The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which an employee is entitled.

An employee shall be eligible to use the provisions of this section if the employee was employed or compensated for one thousand two hundred fifty (1250) hours or more during the preceding twelve (12) months.

While an employee is on Family and Medical Leave, the District and the employee shall continue to make their respective contributions to the employee's benefit program so that the employee shall continue to receive benefits just as if the employee were not on leave.

When foreseeable, the employee must provide thirty (30) days' notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide as much notice as is practical. The District will require the employee to provide certification from employee's health care provider, or a family members' health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform the employee's job functions. Upon return to work, the District may require the

employee to provide certification from the employee's health care provider, if the employee was on leave for his/her own serious health condition, that the employee is able to resume work.

The employee shall return to the position held when the leave commenced, or an equivalent position if the original position no longer exists.

**Section 9.2.5. Paid Family and Medical Leave Program.**

The District will comply with the provisions of Washington's Paid Family and Medical Leave Program as specified in Chapter 50A.04 RCW as it applies to members of the Union.

**Section 9.3. Maternity/Parental Leave.**

Maternity/parental leaves of absence will be granted as follows:

**Section 9.3.1.**

An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12) weeks following birth of the child, in addition to any period of pregnancy-related disability prior to the birth of the child, which may be extended by the District up to a maximum of one (1) year total, to begin at any time between the commencement of her pregnancy and one(1) year after a child is born to her. The employee shall notify Human Resources in writing of her desire to take maternity leave, and except in case of emergency, shall give notice at least thirty (30) calendar days prior to the date on which her leave is to begin. The employee may use available paid leave (including sick leave) during any period of medical disability during pregnancy and for the employee's recovery following childbirth. Medical certification from the employee's healthcare provider is required for any period of disability. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires.

**Section 9.3.2.**

An employee, including a birth mother who is no longer disabled from childbirth and recovery, will be granted parental leave without pay to a maximum of twelve (12) weeks, which may be extended by the District for up to a maximum of one (1) year, to begin at any time between the birth of the employee's child and one (1) year thereafter. The employee shall request parental leave in writing to Human Resources at least thirty (30) calendar days prior to the date on which the leave is requested to begin. Unpaid Family Medical Leave may be used during parental leave, by eligible employees, to the extent it is available.

**Section 9.3.3.**

An employee adopting or receiving permanent custody of a child through the age of five (5) shall be granted an adoption leave without pay for a period of up to twelve (12) weeks after taking custody. This leave, upon request, may be extended for up to a maximum period of up to one (1) year. Adoption leave may commence earlier, if necessary, in order to fulfill requirements for adoption. The employee shall request leave, in writing to Human Resources, at least thirty (30) days prior to the date on which the leave is requested to begin.

**Section 9.3.4. Reemployment Rights.**

An employee returning from maternity/parental leave shall be guaranteed the employee's former position if available, or if not available, an equivalent position. The employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay.



1       **Section 9.3.5. Early Return From Leave.**

2       An employee who has been granted maternity/parental leave and desires to return to service during  
3       the period of the leave may return at a time mutually agreed to by the employee and the  
4       superintendent or designee. A medical certification will be required if the employee was disabled  
5       due to pregnancy and/or recovery from childbirth.

6  
7       **Section 9.4. Bereavement Leave.**

8       Up to five (5) days bereavement leave may be granted in the event of a death in the “Immediate  
9       Household” or “Immediate Family” as defined in Section 9.1.1. Bereavement leave of one (1) day will be  
10      granted for a person within the “Not Immediate Family” as defined in Section 9.1.1. Bereavement leave  
11      shall not be cumulative.

12  
13      **Section 9.5. Jury Duty/Witness Leave.**

14      Leaves of absence with pay shall be granted for jury duty or when an employee is subpoenaed as a witness  
15      in a court proceeding. The employee shall notify the District when notification to serve is received.

16  
17      **Section 9.6. Discretionary Leave.**

18  
19      **Section 9.6.1. Employee Discretionary.**

20      A regular employee may use up to three (3) workdays of Employee Discretionary Leave with pay  
21      per year. This leave is to be used for situations that require absence during working hours to  
22      transact or attend to personal or legal business or family matters, provided that:

- 23
- 24      1. No more than ten percent (10%) of all regular employees (rounded to the nearest whole number)  
25      will be granted such leave for any given day
  - 26
  - 27      2. The employee must give notice to the District identifying the absence as employee discretionary  
28      leave, at least two (2) workdays in advance of taking the leave. In unusual circumstances, this  
29      advance notification requirement may be waived by the employee's immediate supervisor.
  - 30
  - 31      3. Employee discretionary leave will not be granted on the workday directly before or the workday  
32      directly after holidays, paid or school holidays, or the first or last day of the school term, unless  
33      the reason for the absence is as follows:

34

35      Situations suddenly precipitated or situations of such a nature that pre-planning or rescheduling  
36      is not possible or such that pre-planning or rescheduling could not eliminate the need for such  
37      leave. Some examples of situations that qualify are: illness in the immediate family, as defined  
38      in Article IX, Section 9.4.1; pre-adoptive leave; birth of an employee's child; funerals not  
39      covered by bereavement leave; failure of a public transportation carrier to meet a regularly  
40      scheduled operation; educationally significant events that involve the employee or student  
41      within the employee's care, (e.g., graduation); situations created by forces of nature having  
42      significant harmful effects upon the employee's property, health, or family safety; non-injury  
43      accidents when employees are enroute to work.

44  
45      **Section 9.6.2.**

46      Discretionary leave shall not be applicable in cases of self-determined hazardous road conditions on  
47      school days, except when the District has declared a late start due to inclement weather and/or road

conditions or when such inclement weather presents imminent harm to the welfare and property of the affected employee.

**Section 9.6.3.**

Discretionary Leave can be used in one (1) hour increments. Two (2) days of discretionary leave may be carried forward for use in the following year. If carried forward, such days must be used or will be lost. Days carried forward are not eligible for cash out. Except for up to two (2) days which can be carried forward into the following year, discretionary leave is non-cumulative.

**Section 9.6.4. Employee Discretionary Leave Incentive.**

An employee shall be paid for unused employee discretionary leave as of August 31 annually. On or before September 10 annually, employees with an equivalent of one or two full workday's balance of employee discretionary leave, on an FTE basis, as of August 31 of the preceding school year, shall be eligible for this payment. Payment shall be made at one-half (1/2) of one (1) day's monetary compensation of the employee for each unused day up to a maximum of two (2) days of accumulated Employee Discretionary Leave.

Payment shall be made on the September pay warrant consistent with District payroll cutoff dates and provided that the employee records do not otherwise indicate ineligibility. An employee must be a current employee at the time such payment is to be made. Should an employee leave District employment prior to September having fulfilled the full contract year in the position held, the employee may receive payment at the discretion of the District either at the end of the contract year or in a September pay warrant to cover this benefit.

**Section 9.7. Military Leave.**

The District will comply with current federal and state statutes. *See also Section 9.2.5. Family Medical Leave, regarding leave for military exigencies and/or military caregivers.*

**Section 9.8. Other Leaves.**

**Section 9.8.1.**

Leaves of absence without pay for reasons other than illness may be granted for a maximum period of up to one year by the District for reasons other than those previously listed in this article. Such additional leaves shall normally be without pay. Assignment upon return from an approved leave shall be guaranteed and shall be into the employee's former position or an equivalent available position. After a leave period of one (1) year has passed the District may convert the long-term temporary employee serving in the position to permanent status or shall open and fill the position on a regular basis. The District and Union may jointly agree, on a case-by-case basis, that job return rights may be extended beyond twelve (12) months.

**Section 9.8.2.**

If not FMLA eligible or after FMLA has been exhausted, an employee shall be granted leave without pay up to a twelve (12) week maximum for the purpose of caring for a terminally ill child.

**Section 9.8.2.1.**

If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in advance.

1  
2 **Section 9.8.2.2.**

3 Any employee returning from leave provided in Section 9.9.3. shall be assigned to the same  
4 position held at the time the leave commenced, or if that position is no longer available, the  
5 employee shall be assigned to an equivalent position if possible.  
6

7 **Section 9.8.3. Short Term Leave Without Pay.**

8 Leave without pay for short periods of time may be granted at the discretion of Human Resources  
9 only after all available paid leave applicable to the reason for the request for the leave without pay  
10 has been exhausted. Requests will be considered on a case by case basis and approval will normally  
11 be limited to unusual, unique or "once in a lifetime" events. Except for emergency situations,  
12 requests must be submitted at least one (1) week in advance to Human Resources via letter or email  
13 with a copy to the employee's supervisor.  
14

15 **Section 9.8.4. Domestic Violence Leave.**

16 Leave with pay (to the extent the employee has accrued paid leave available for use) or without  
17 pay may be granted to allow victims of domestic violence, sexual assault or stalking to take  
18 reasonable leave from work for legal or law-enforcement assistance, medical treatment,  
19 counseling or as otherwise provided by R.C.W. 49.76. The employee shall provide verification of  
20 eligibility to take this leave, as permitted by R.C.W. 49.76. The employee must give advance  
21 notice, when possible.  
22

23 **Section 9.9. Leave Sharing.**

24 Employees covered by this contract who have an extraordinary and/or severe medical condition, may  
25 participate in a leave sharing program in accordance with RCW 28A.400.  
26

27 **Section 9.10.**

28 Human Resources shall provide written notification to the president of the Union for any leave of absence  
29 in excess of ninety (90) days or any extension of leave beyond one (1) year.  
30  
31

32  
33 **ARTICLE X**

34  
35 **EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES**  
36

37 **Section 10.1. Seniority.**

38 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
39 employee began continuous daily employment; provided, however, that new employees with prior  
40 experience in a Washington State public school district shall have longevity applied and adjusted in  
41 accordance with RCW 28A.400.300, as amended. Longevity will be used to determine vacation benefits  
42 and any other contract provision that depends on longevity.  
43  
44  
45  
46

1       **Section 10.1.1. Loss of Seniority Rights.**

2       The seniority rights of an employee in the bargaining unit shall be lost for any of the following  
3       reasons:

- 4           • Resignation
- 5           • Discharge
- 6           • Retirement

7  
8       **Section 10.1.2. Retain Seniority Rights.**

9       Seniority rights shall be retained and shall continue to accrue for the following reasons:

- 10          • Time lost by reason of industrial accident, industrial illness, or jury duty
- 11          • Time on a leave of absence granted for the purpose of serving in the Armed Forces of the  
12            United States to fulfill military obligations
- 13          • Time spent on other authorized leaves of absence, not to exceed on (1) year

14  
15      **Section 10.2. Probationary Period.**

16      All new employees within the jurisdiction of this Agreement shall be on probation for one-half (½) of their  
17      designated work year; nine (9) month position, ninety (90) workdays; ten (10) month position, one hundred  
18      one (101) workdays; twelve (12) month position, one hundred thirty (130) workdays. During this time,  
19      grievance procedures relating to termination are waived.

20  
21      **Section 10.3. Job Vacancies.**

22      Vacancies for positions covered by this bargaining unit will be posted on the District's web-page and  
23      included in Human Resources all-staff communications regarding new job postings as they become known,  
24      except for a long-term temporary position, or a temporary position of less than fifty (50) percent of the  
25      applicable regular work year calendar, (i.e. 191, 212 or 260), in which case advertisement is not required.  
26      The Union President(s) shall receive a copy of posted vacancies. Open positions shall not be filled until  
27      they have been advertised for at least five (5) workdays. Selection from qualified applicants will be  
28      determined after giving due consideration to relevant, successful bargaining unit experience, requests for  
29      transfer and the Affirmative Action Program.

30  
31      However, the Union recognizes the right of a division manager or principal to fill a job vacancy from within  
32      the remaining work staff, with the exception of temporary employees, provided such vacancies are  
33      publicized to staff within the building or division for at least five (5) workdays and Human Resources  
34      concurs. In the event more than one staff member from the building or division is interested in the same  
35      position, the principal or division manager shall interview all staff who have expressed interest. The person  
36      filling the position must meet the minimum qualifications as set forth in the established job description  
37      covering the vacancy. If position is filled in this manner, then the position need not be advertised District-  
38      wide or to outside applicants; however, the President(s) of the Union shall be notified by Human Resources  
39      in advance of any action taken.

40  
41      **Section 10.3.1.**

42      In the event a principal is reassigned from one school building to another newly constructed or  
43      newly opened building (hereinafter referred to as "new building"), the District shall have the  
44      option of moving secretarial staff with the principal to the new building using the following  
45      guidelines:

**Section 10.3.1.1.**

Staff shall be moved only within classification, e.g., Administrative Assistant V to Administrative Assistant V.

**Section 10.3.1.2.**

Staff shall be exempt from testing requirements.

**Section 10.3.1.3.**

In the event more than one staff member from the building is interested in the same position in the new building, the principal shall interview all interested applicants from within the building for the new building assignments.

**Section 10.3.1.4.**

If this section is invoked, the president(s) of the Union shall be notified, in advance in writing, to allow for input from the Union prior to an official decision being made.

**Section 10.3.2.**

All employees covered by this Agreement shall have the right to apply for any bargaining unit position which is advertised in accordance with 10.3 above. Employees should do so by keeping updated current materials in the district on-line application system and submitting application via that system. Employees meeting the minimum qualifications listed in the vacancy announcement shall be interviewed for that position and careful consideration will be given to relevant, successful prior bargaining unit experience.

**Section 10.3.2.1.**

An employee who is not successful for a position may make an appointment with Human Resources for the purpose of reviewing the person's application and interview within ten (10) workdays of notification that the position was filled. In cases where non-bargaining unit candidates are successful over experienced bargaining unit members, a written explanation regarding the reason for selecting a non-bargaining unit candidate will be provided if so requested by the employee or the Union. The explanation will include why the employee was not as qualified as the selected candidate.

**Section 10.4.**

An employee who is requested to work in a position at a higher classification for more than one (1) workday due to an unfilled position or absence, shall be paid at the rate of the higher classification starting at the beginning of the second consecutive day of work and retroactive to the first day of work.

**Section 10.5.**

Employees may be temporarily assigned outside their experience or training, but performance in any such temporary assignment shall not be a part of their evaluation.

**Section 10.6.**

Employees may be involuntarily transferred to a comparable position for other than discipline or performance deficiency reasons. The need for such transfers must be unique and demonstrable and serve the interests of both the individual employee and the District. Such transfers would require agreement of the Superintendent or administrative designee and the union president. Any involuntarily transferred employee

will be provided thirty (30) days prior notice before the effective date of the transfer. This notice may be waived by the employee.

**Section 10.7. Annual Employment Notification.**

Any nine (9) month or ten (10) month employee not notified by June 1 of each year shall be considered automatically retained for the next school year subject to availability of funds, continuation of program and position, and will return to the same work assignment unless otherwise notified in writing prior to returning for the following school year.

**Section 10.8.**

Employees retained will have their hourly rate of pay adjusted as specified by the terms of the collective bargaining agreement, if applicable.

**Section 10.9. Criteria for Determining Retention of Staff Due to Financial Loss or Program Change.**

The term "displacement" shall mean reduction of two (2) hours per day or more (but not termination from all employment) for other than disciplinary reasons. Decisions as to which employees will be "displaced" will be based on building/site position needs and requirements with consideration given to individual skills and qualifications necessary to fulfill duties. Seniority will be considered when individual employee skills, qualifications and subsequent ability to perform the above duties are equal as determined by the District.

Displacement procedure and rules shall be as follows:

1. Regular KAEOP employees who have been displaced shall be placed in a "Displacement Pool". Re-employment rights for such employees will be the same as those employees in Section 10.10, except however those employees who have been laid off shall have priority in exercising their re-employment rights.
2. Following notification to the employee of the loss of hours, Human Resources will contact the Union leadership to identify possibilities and potential resolutions.

The term "lay-off" shall mean termination of employment for other than disciplinary reasons. Reasons may include change of program reorganization, lack of work, lack of funds or position loss resulting from a "bump" from a more senior employee.

**Section 10.9.1.**

In the event a lay-off situation occurs, the District shall present the Union a seniority list by category at least thirty (30) calendar days prior to the first lay-off.

**Section 10.9.2.**

The employee with the earliest district seniority date within the same position title at a department or building shall have preferential rights regarding who is laid off.

**Section 10.9.3.**

When offering positions to employees who have been notified their position is being eliminated or being bumped by another employee, the order of offers shall be as follows:

Step 1: Open position(s) for which the employee is qualified;  
Step 2: When no open position exists, employees shall be placed in a position held by a lesser senior employee in the same or lower level according to procedures jointly agreed to by the Union and the District;  
Step 3: If no position is identified in Step 2 above, then the employee shall have the option of being placed into a position that is closest to the one previously held according to procedures jointly agreed to by the Union and the District.

Displaced employees shall have the right to assume any open position on the condition that all testing criteria has been met.

An employee who loses his/her position as a result of a more senior employee moving into said position shall be subject to the same rights and restrictions described in Section 10.9.3. Employees so affected by layoff shall be given at least two options, if available, for placement into a position for which they are qualified and in accordance with the above procedures.

#### **Section 10.9.3.1.**

It is understood that job qualifications referred to in 10.9.3 shall be the same minimum qualifications required for application if that position were an open position. It is further understood that the District and Union shall work to pre-identify and mutually agree on essential positions. \*

*\*Essential positions are those positions for which replacement would create severe disruption to the District operation and for which time to train a new employee is obviously not either practical or reasonable due to immediate critical demands.*

#### **Section 10.10. Re-employment Rights.**

All bargaining unit employees who are not offered employment in accordance with the procedures in Section 10.9. shall be terminated from employment. Such terminated employees and employees accepting less than comparable positions shall be placed in a Layoff Employment Pool for possible reemployment for a period of one (1) year. Layoff Employment Pool personnel, based on their seniority, will be offered comparable positions for which they are qualified\* and which do not increase their previous pay grade level. If no such comparable open position can be offered, then the employee(s) shall have the option of accepting employment offers in less than comparable open position(s). This process will continue until the employment pool is depleted or there are no candidates qualified in the pool for any particular open position. In addition to the above, Layoff Employment Pool members shall retain bargaining unit rights for any other application for open KAEOP positions.

\*Any question/concern of adequate qualification shall be jointly addressed and determined via the Labor/Management process with input from the effected Layoff Pool employee.

Layoff Employment Pool employees who are offered less than comparable employment and accept such employment shall have the right to retain re-employment rights as stated above until offered comparable employment or for a period of one (1) year following placement in the Layoff Employment Pool whichever comes first.

**Section 10.10.1.**

Personnel will be considered for placement based on Layoff Employment Pool seniority and qualification. If the next employee in line for rehire is not qualified for the open position, that employee shall retain the right to remain in the employment pool. However, if an employee rejects a position after being offered the position and the employee is qualified for the position, further right to employment from the employment pool shall terminate.

**Section 10.10.2.**

It shall be the responsibility of each employee to notify Human Resources in writing by October 1 if the employee wishes to remain in the employment pool. If such notification is not received prior to these dates, the name of the employee shall be dropped from the employment pool.

**Section 10.10.3.**

When a vacancy occurs, for which the District offers employment to an employee from the pool, notification from the school district to the individual will be delivered by email, certified mail or by in person delivery at the District Office. The individual will have seven (7) calendar days from receipt of the notification to accept the position.

**Section 10.11.**

Employees who are laid off shall retain seniority and retirement benefits in addition to payment for any accrued vacation days up to twice the annual accrual amount.

**Section 10.12.**

Employees who are designated to be laid off shall receive a lay-off slip containing the following information at least fifteen (15) calendar days prior to lay-off; name, position, date of hire, reason(s) for layoff, eligible benefits, and a copy of seniority list by categories.

**Section 10.13.**

For a period of one year following layoff, the applicant pool for all KAEOP open positions shall first be restricted to KAEOP members only. Open positions will be posted and application and interviews will occur for KAEOP members only in order that opportunity is given for restoration of lost time.

**ARTICLE XI**

**DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT**

**Section 11.1.**

Each employee has the right, during an investigatory interview which the employee reasonably believes may result in discipline, to request the presence of a Union representative, if the Union representative is available. If that representative is not available, the employee may request the presence of another immediately available Union representative. The Union representative shall not obstruct or interfere with the interview.

**Section 11.2.**

Meetings between the employee and District shall occur at mutually convenient times when the employee, the Union representative and District representative may be available.



1  
2 **Section 11.3. Disciplinary Action.**

3 Disciplinary action for purposes of this article shall mean written warnings, written reprimands, suspension  
4 without pay, or involuntary termination. No employee shall be subject to disciplinary action without just  
5 cause. The specific grounds forming the basis for suspension or termination shall be made available to the  
6 employee in writing.  
7

8 **Section 11.4. Discharge, Involuntary Termination of Employment.**  
9

10 **Section 11.4.1.**

11 In the case of involuntary termination or suspension for performance deficiencies (i.e., quality and  
12 quantity of work) or misconduct, the employee shall be entitled to receive a notice of intent to  
13 suspend or discharge from employment at least fourteen (14) calendar days prior to the scheduled  
14 date of the suspension or discharge. The employee shall be entitled to receive a written statement of  
15 reasons for the suspension or discharge. The employee shall have seven (7) calendar days from the  
16 date of the notice of intent to discharge or suspend for disciplinary reasons, in which to request a  
17 pre-disciplinary (Loudermill) hearing with the superintendent or designee before any such  
18 disciplinary action becomes final.  
19

20 **Section 11.4.2.**

21 In the event the charges against the employee are sustained after the Loudermill hearing (unless  
22 waived by the employee), the employee is considered discharged or suspended for disciplinary  
23 reasons without further compensation. The employee shall be entitled to receive a written notice of  
24 discipline including a statement of reasons for the discharge and the effective date of the discharge  
25 or disciplinary suspension.  
26

27 **Section 11.4.3.**

28 If the investigation completely clears the employee, the employee shall be reinstated with salary  
29 retroactive to the date of suspension.  
30

31 **Section 11.4.4.**

32 If the investigation finds the employee at fault, but does not warrant discharge, the District may still  
33 take disciplinary action against the employee. In this event, the employee shall be entitled to a  
34 written statement of the reasons for the discipline.  
35

36 **Section 11.5. Resignations.**

37 The employee shall give fourteen (14) calendar days notice in writing of intent to resign. When it is  
38 mutually agreed upon by the employee and the District, the fourteen (14) calendar days mandatory notice  
39 may be waived.  
40

41 **Section 11.6. Exit Interview.**

42 Upon receipt of a resignation, the employee will have the opportunity to submit an exit interview form to  
43 provide feedback to the employer regarding workplace issues. Additionally, the employee shall be sent a  
44 continuation of benefits notice in conformance with the Consolidated Omnibus Reconciliation Act of 1985  
45 (COBRA).  
46  
47  
48

## ARTICLE XII

### EMPLOYEE BENEFITS AND REIMBURSEMENTS

#### **Section 12.1. School Employee Benefits Board.**

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. The parties agree to bargain the impact of the removal of any benefit provided by the Agreement specifically prohibited by the SEBB.

#### **Section 12.2. Liability Insurance.**

Employees shall be covered by the District's liability insurance policies to the extent that it is able, consistent with the rules and regulations adopted by the SEBB.

#### **Section 12.3. Workers' Compensation.**

All employees covered by this Agreement shall be covered by the Washington State Workers' Compensation Law, self-insured by the District. The cost of the industrial insurance and medical aid covered will be paid by the District. The cost of the pension fund will be shared equally by the employee and the District in accordance with the Workers' Compensation Law.

#### **Section 12.4. Travel Allowances.**

An employee who is authorized and who agrees to use their personal vehicle on District business shall be compensated at the rate as provided by District policy. The mileage shall be authorized and validated according to District procedure.

An employee who is authorized and agrees to use their personal vehicle for District business whose vehicle is damaged while being used for District business, and no other party is responsible, may submit a claim to the District for either the cost of repair, or the insurance deductible, whichever is less. District business does not include commuting to or from the day's duty location or commuting between duty locations during the duty day.

#### **Section 12.5. Tax Shelter Program.**

The District shall make a program available to members of the Union for the purchase of tax-sheltered annuities. Upon receipt of an employee's properly executed application to participate in the program, the District shall deduct the cost for purchasing them from the employee's salary.

#### **Section 12.6. Credit Unions.**

When authorized by the individual employee, the District shall make payroll deductions payable to the Gesa Credit Union.

## ARTICLE XIII

### PROFESSIONAL DEVELOPMENT AND TRAINING

#### **Section 13.1. Professional Development Committee.**

The Professional Development Committee (Committee), shall be comprised of a maximum of three (3) representatives from the District and three (3) representatives from the Union. The Committee's duties will include identifying professional development education and training opportunities. Service on the Committee shall not result in lost time or pay.

1  
2 **Section 13.2. Effective Education.**

3 The District will make funds available for employees' skill and job development. Funds will be generated  
4 on the basis of the equivalent of five (5) workdays, based on the individual employee's daily hours as  
5 reported on October 1 of each year. This will be adjusted one time based upon an employee's daily hours on  
6 the 90th workday of the school year. Employees shall be paid at their regular rate. If an employee has more  
7 than one regular rate, the calculation of the regular rate shall be the weighted average of the regular rates  
8 (for example, a 7 hour a day employee, employed in two different positions at 5 hours @\$15/hr. and 2  
9 hours @ \$10/hr.):  $5/7(15) + 2/7(10) = \$10.71/\text{hr.} + \$2.86/\text{hr.} = \$13.57/\text{hr.}$  (weighted avg. rate).

10  
11 Effective education (effective ed) hours may be used for employee training and job development. These  
12 hours may also be used to cover a specified amount of preparatory reading, homework, or project-based  
13 learning required for a specific course. The number of additional hours for these activities will be included  
14 in the syllabus.

15  
16 **Section 13.2.1. Effective Education Pool Hours.**

17 KAEOP effective education hours that are unused as of the last day in August shall be placed in a  
18 pool for the exclusive use by members of KAEOP. Such hours shall be carried over and available  
19 for use only during the following year. These hours or funds will be used on a first-requested basis  
20 until the pool is exhausted.

21  
22 After an employee has used all of their allotted hours in the current year, the employee may use up  
23 to ten (10) hours from the pool per school year after submission and written approval by their  
24 administrator of a plan to use these additional hours. The pool hours request form is available on the  
25 Kent School District website and is attached to the KAEOP Collective Bargaining Agreement  
26 (Schedule D).

27  
28 Upon prior approval of the Professional Development Committee, any unused effective education  
29 funds are eligible to be used to pay for registration or fees related to training and to reimburse  
30 employees for tuition expenses, books, fees and other related educational material expenses not to  
31 exceed one-hundred and fifty dollars (\$150) per employee per year. To qualify for the  
32 reimbursement the employee must provide documentation of completion of the class or course  
33 work and produce a receipt to the Committee for review and approval of the qualifying expenses.  
34 Reimbursement will be processed by Professional Development through the warrant request  
35 process.

36  
37 In addition, unused pool hours may be utilized for Administrator-directed work site or  
38 Administrator-directed team-based training, for up to an additional ten (10) hours per employee per  
39 school year, or as mutually agreed by both the District and Union. Employees need not have used all  
40 of their allotted hours prior to utilizing the Administrator-directed training if it is offered.

41  
42 **Section 13.3. Certificates of Achievement.**

43 Upon completion of the District's office assistant program or Professional Achievement Certificate (PAC) I,  
44 II, III, or IV, the employee shall receive a one-time stipend of six hundred thirty-nine dollars (\$639) per  
45 certificate. The District and the Union recognize that the Office Assistant Training Program (OATP)  
46 requires one-half (½) the class hours of the other programs and, therefore agree the stipend for that  
47 program shall be one-half (½) the amount of the PAC stipend.

Subject to approval by the Professional Development Committee, clock hours and credit hours obtained from classes other than the KSD Professional Development classes, such as from Washington Office of Superintendent of Public Instruction certified clock hour providers or accredited educational institutions, are permitted to count towards a certificate of achievement and the educational stipend.

**Section 13.3.1. Professional Development Appendices.**

By reference, the list of approved classes for the Professional Achievement Certificate, I, II, III and IV, shall be made available on the District website. The Committee is authorized to approve/amend and authorize specific course substitutions. This Section supersedes any previous written guidance from Human Resources.

**Section 13.4. Training.**

KAEOP members teaching professional development classes will be compensated at the staff trainer rate (see Section 16.2 Staff Trainer). District funds shall be made available for expenses and materials to establish classes provided by the District.

If the immediate supervisor determines, and the superintendent concurs, that special training is necessary for an employee, the District will pay the cost of such classes or training. Mandatory training outside the employee's normal working hours shall be paid for by the District at the employee's regular hourly rate for all required/authorized hours in attendance. Employee allotted effective education, as stated in Section 13.2, shall not be required to be used to pay for any mandatory training.

Release time during normal working hours, at no loss of pay, shall be provided to employees for the purpose of attending workshops, classes, or seminars of benefit to the employee and the District upon the approval of the employee's immediate supervisor. Employees requested by the District to attend a workshop, class, or seminar outside the employee's normal working hours, shall be compensated for all required/authorized hours in attendance at the employee's regular hourly rate.

The District shall provide training to accomplish the objectives of the program whenever new technology is required or introduced to perform an essential function of the employee's position and/or when an employee's assignment has changed (see Section 10.7). The District will endeavor to have the vendor provide the training whenever possible.

**Section 13.4.1. Administrative Assistant V Training.**

Forty (40) total hours of cross-training for an administrative assistant V (AAV) Office Manager position, in any combination of hours between the exiting and incoming employees and/or for District level training with supervisor approval, will be provided for the following:

- New employee to District without prior office manager experience at same level
- Current District employee moving from another administrative assistant level
- Current District AAV moving between elementary and secondary
- Current District non-KAEOP employee moving into AAV position

If exiting AAV is unavailable to train, any current AAV with the same building level experience (elementary or secondary), may volunteer to provide training.

The District will provide opportunities each year for employees to obtain first aid, AED, and CPR certification. When the training is mandatory for their position, the District shall pay employees their regular hourly rate for the required/authorized hours in attendance outside the employee's normal working hours when an approved timesheet is submitted.

The District will provide required annual training by registered nurses regarding health room procedures and responsibilities for AAI health techs. In addition, training will be provided by registered nurses regarding health room procedures and responsibilities for employees whose position requires support to a school's health room. Training will be consistent with health services which can be performed in compliance with state law and/or regulations.

## UNION MEMBERSHIP

Upon the signed authorization by an Employee, the Employer shall deduct Union dues from the pay of that Employee pursuant to RCW 41.56.110, and in accordance with the terms of this section and with the terms of the authorization form that was signed.

The amount of those dues will be as certified by the Union's secretary. A copy of the Employee's signed authorization form must be forwarded to the Employer by the Union and a copy of that authorization form will be maintained by the Employer. The Employer shall transmit all such funds deducted on a monthly basis to the treasurer of the Public School Employees of Washington/SEIU Local 1948. No deduction shall be made which is prohibited by applicable law.

Any employee wishing to withdraw from the Union shall send a signed withdrawal letter to the Public School Employees of Washington (P. O. Box 798, Auburn, Washington, 98071).

Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100 and be revocable by the employee at any time. The Union shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110. No later than October 1 of each year, the Union shall send the District a list of the names of KAEOP bargaining unit employees who have authorized COPE payroll deductions as of the above date.

The Union will indemnify, defend and hold the District harmless against any claim against the District resulting from a deduction of Union COPE contributions, or Union's future political contributions program may change.

**Section 14.5.**

The Union shall give written notice to the District business office of: (a) the percentage amount of dues required of a member of the Union, which dues are to be deducted during the school year under payroll deductions. The deduction amount shall not be subject to change without at least thirty (30) calendar days written notice to the District business office. Any such changes shall be implemented by the District within sixty (60) calendar days of the written notice to the District business office.

**Section 14.5.1.**

The Union agrees to reimburse any employee from whose pay dues were deducted in excess of the total amount due to the Union, at that time, provided the Union or its affiliate actually received the excessive amount.

**Section 14.6.**

If by Statute or Regulation, e-sign (electronic dues authorization) is not found to comply with RCW 41.56.110 (1), the Union will indemnify the District against any/all claims and liability resulting from the invalidation of the e-sign authorized dues deductions.

**Section 14.7.**

The Union will indemnify, defend and hold the District harmless against any claim against the District resulting from a deduction of Union dues based on the union's representation/certification that a withholding of dues has been authorized by the member for the time period at issue.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, time limits may be extended by mutual agreement. The following procedures shall be utilized by a member of the Union to resolve an alleged grievance, as defined in Section 15.3.

**Section 15.2.**

The Union shall be notified by the District of any formal grievance of any employee in the bargaining unit. The Union shall also be given reasonable opportunity to be present at any initial meeting called for the resolution of the grievance.

**Section 15.3.**

A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement dealing with the interpretation or application of the specific terms of this Agreement.

**Section 15.3.1. Step One (Informal).**

Employees shall first discuss the grievance with the immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20)

workdays of the occurrence (or when the Union became aware of the issue) of the grievance shall be invalid and subject to no further processing.

**Section 15.3.2. Step Two (Formal).**

If the grievance is not resolved to the employee's satisfaction in accordance with step one, the employee may submit a formal written grievance to the Superintendent, with a copy to Human Resources, within ten (10) working days of the step one, informal meeting. The grievance will describe the facts upon which the grievance is based, the provision(s) of the Agreement allegedly violated, and the remedy sought. The Superintendent or designee shall make a written response to the grievant within fifteen (15) workdays of the step two, formal meeting.

**Section 15.3.3. Step Three.**

If no settlement has been reached within the fifteen (15) working days referred to in the preceding subsection and the Union and the grievant believe the grievance to be valid, the grievance may be submitted to the Public Employment Relations Commission (PERC) for arbitration, within twenty (20) working days of the receipt of the answer above. The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court costs (reporter, hearing room, etc.) shall be shared equally by the District and the Union. The decision and/or award shall set forth the arbitrator's findings of fact, reasoning, and conclusion of the issues submitted and shall be final and binding on all parties.

## ARTICLE XVI

### SALARIES AND EMPLOYEE COMPENSATION

**Section 16.1. Salary Schedule.**

For the school year 2022-2023 wage rates are reflected on Schedule A and represent a nine and a quarter percent (9.25%) increase, inclusive of the state funded inflationary increase provided for in RCW 28A.400.205, to the base hourly rates of the 2022-2023 Schedule A. The longevity salary schedules (Schedules B and C) will be adjusted accordingly.

**Section 16.1.1.**

Effective September 1, 2023, the salary rates for all KAEOP employees (as referenced in Schedule A, B and C) shall be increased by the state funded inflationary increase provided for in RCW 28A.400.205 plus 1% for classified employee salaries.

**Section 16.1.2.**

Effective September 1, 2024, the salary rates for all KAEOP employees (as referenced in Schedules

A, B and C) shall be increased by the state funded inflationary increase provided for in RCW 28A.400.205 plus one percent (1%) for classified employee salaries

**Section 16.2. Staff Trainer.**

A wage shall be established for the position of Staff Trainer. The Staff Trainer would be responsible for planning, organizing, and carrying out the teaching of staff development programs for the District. The Staff Trainer rate shall be the District STA Trainer rate. The Staff Trainer rate will apply only for off-hours training time; for clearly identifiable training which is separate from the individual's job description; and when the Staff Trainer appointment and course outline have been approved by Staff Development.

**Section 16.2.1. Interpretive Services Pay.**

Employees who are certified interpreters at the District or state level will, when providing authorized interpretive services, be paid the interpreter pay rate at the level at which they are certified. Compensation will be for the duration of the provision of services, including travel time.

**Section 16.3. Other Provisions.**

**Section 16.3.1.**

Benefits for employees pursuant to Article XII will only be paid for the months the employee receives a pay warrant. If the pay is spread during the summer months, the employee will receive benefits during the entire period. An employee, who is employed in a regular continuing position, may elect to continue the benefits through the summer months, for which pay warrants are not issued, by reimbursing to the District the amount of the insurance premiums. This process shall be continued until the employee goes on a regular payroll system starting September 1.

**Section 16.3.2. Voluntary Employee Benefits Account (VEBA).**

The District will make approved contributions for all eligible employees in a VEBA account consistent with District policy, state and federal law, and the annual vote of the Union members approving or rejecting contribution options.

**Section 16.3.3.**

Payment provisions for daily substitutes, long-term substitutes, temporary, and long-term temporary employees shall be in accordance with the established practice of the District Payroll and Human Resources offices. The Union shall be informed when changes are made by the District to the payment provisions.

**Section 16.3.4. Payroll Errors.**

Underpayments shall, absent unusual circumstances, be corrected within ten (10) working days of the request for payment. With regard to overpayments, the District will make reasonable efforts to reach written, mutual agreement with the affected employee before taking recoupment action. Recoupment actions shall be taken in accordance with RCW 49.48.200 and RCW 49.48.210.

**Section 16.4. Advancement on the Salary Schedule.**

Employees will gain one (1) year of salary schedule experience for each contract year worked. Step advancement for eligible employees will be effective September 1 of any year. Starting September 1, 2015, eligibility will include an employee's first year of employment (or placement in the position) provided that the employee's start date occurred between September 1<sup>st</sup> and January 31<sup>st</sup> of the first school year in the position.



1 **Section 16.5. Prior Work Experience.**

2  
3 **Section 16.5.1.**

4 All prior work experience must be substantiated by information from the previous employer to  
5 Human Resources. Experience not entered on the original application form will not be credited at a  
6 later date.

7  
8 **Section 16.5.2.**

9 Experience credit for regular employees shall only be allowed for prior experience in an educational  
10 unit to the extent required by RCW 28A.400.300 as amended.

11  
12 **Section 16.6.**

13 In the event the District negotiates a wage or benefit increase with any other bargaining unit, administrative  
14 staff, or group, for the duration of this contract, which exceeds the increases in this agreement, the District  
15 agrees to immediately reopen negotiations on wages and benefits.

16  
17 **Section 16.7.**

18 Employees required to attend orientation will receive regular wage for all hours in attendance.

19  
20 **Section 16.8. Reclassification Procedure.**

21 Union members are grouped by job classification. Job descriptions are on file in the Division of Human  
22 Resources and are updated periodically as needed.

23  
24 **Section 16.8.1.**

25 If the Union believes a current job classification does not accurately reflect the essential job  
26 functions of the position, the Union may request a review of such classification. Requests for  
27 review shall be submitted in writing to the Assistant Superintendent for Human Resources/Chief  
28 Talent Officer or designee and shall include the following:

- 29  
30 1. A current job description.  
31 2. A written statement describing the changes in the essential job functions of the position  
32 and rational why the District should reclassify the position and/or job classification.  
33 3. A Reclassification Request form completed by the employee and signed/approved by the  
34 immediate supervisor and/or building principal or department supervisor.

35  
36 Only applications submitted during the application window of May 1 to May 15 each year will be  
37 considered.

38  
39 **Section 16.8.2.**

40 The Reclassification Committee will also have available District written job descriptions and may  
41 accept written and/or verbal statements from job position incumbents, supervisors and relevant  
42 District administrators.

43  
44 The Reclassification Committee is authorized, as part of the reclassification process to  
45 recommend updates to job descriptions if there are any significant changes in points for a position  
46 and to make recommendations for placement of new job classifications on Salary Schedule A.”  
47  
48

- 1 A. The Reclassification Committee shall consist of the following members:
- 2     • Two (2) members selected by the Assistant Superintendent for Human
- 3         Resources/Chief Talent Officer.
- 4     • Two (2) members selected by the Union.
- 5
- 6 B. Members of the Reclassification Committee shall receive appropriate training to ensure
- 7     their ability to complete the committee's function. The function of the Reclassification
- 8     Committee shall be to review and determine that job classification assignments are in line
- 9     with the classification for similar work being performed by other office employees within
- 10    the District.
- 11
- 12 C. The Reclassification Committee will use a scoring procedure, which shall include, but not
- 13    be limited to the following:
- 14     • Relevant job duty analysis criteria and sub descriptors (e.g: required training,
- 15         responsibility, etc.) and reasonably weighted numerical value range for each criterion
- 16         that can equitably, consistently and objectively be utilized to maintain KAEOP
- 17         position internal comparable worth and determine appropriate salary level placement.
- 18     • Pre-determined point ranges for position level placement.
- 19
- 20 D. The Reclassification Committee will submit a written determination explaining the basis
- 21    of its decision and, if applicable, its recommendation to the Assistant Superintendent for
- 22    Human Resources/Chief Talent Officer for approval. While the recommendation of the
- 23    Reclassification Committee is presumptively expected to be effective, nothing in this
- 24    section is intended to abrogate the management rights set forth in Section 2.1 of this
- 25    Agreement, including the right of management to designate the work to be performed by
- 26    District employees or others and the places and manner in which the work is to be
- 27    performed.
- 28
- 29 E. Specifically, the District reserves the right, apart from the Reclassification Committee's
- 30    recommended/proposed action, to take steps to restructure or reorganize positions or job
- 31    classifications, or to instruct supervisors not to assign employees to perform task and
- 32    duties outside the scope of the essential job functions of the existing job description.
- 33
- 34 F. The Reclassification Committee will meet in June of each school year to review
- 35    applications for reclassification. Human Resources will notify all appropriate personnel of
- 36    the outcome of the reclassification process via e-mail.
- 37
- 38 G. The effective date of reclassification shall be September 1 of the subsequent work year. If,
- 39    as a result of the reclassification process, the position occupied by the employee is
- 40    elevated to a higher pay group level and Reclassification has confirmed that the employee
- 41    has been performing substantially all of the higher level work for at least twenty-four (24)
- 42    months, step placement on the higher salary level shall be on the same step as the
- 43    employee had been on the lower level prior to the reclassification. If the employee was
- 44    performing the higher-level duties for less than twenty-four (24) months or had not been
- 45    performing substantially all of the higher-level duties upon which the reclassification
- 46    recommendation was based, then the employee shall be placed based on the rules
- 47    governing salary step placement upon promotion, as set forth in Schedule A, Note 3.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE XVII

### TERM AND SEPARABILITY OF PROVISIONS

#### **Section 17.1.**

The term of this Agreement shall be September 1, 2022, to August 31, 2025.

#### **Section 17.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in Section 17.3, below.

#### **Section 17.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement may be reopened annually, prior to September 1 to negotiate two (2) non-financial sections of the contract at the option of either the District or the Union.

##### **Section 17.3.1.**

During the above-specified reopener period, Section 18.1, No Strike Agreement, shall be inoperative as a contractual agreement, but such inoperative status shall not be deemed a waiver of any other legal rights or obligations of the parties.

##### **Section 17.3.2. Affordable Care Act (ACA).**

If during the life of this Agreement, the application of the ACA to the employer provided health insurance plans would cause such plans to become disqualified or subject to taxes, fees or penalties, then either party may request the Agreement be reopened for the purpose of addressing these matters.

#### **Section 17.4.**

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

#### **Section 17.5.**

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations.

#### **Section 17.6.**

In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to 17.3, herein.

#### **Section 17.7.**

The provisions of this Agreement are deemed to be separable to the extent that if any application is found to be in conflict with an existing law, a court of competent jurisdiction, Attorney General Opinion or Auditor's Report, the decision shall not affect the validity of the remaining provisions of this Agreement, but the remaining provisions shall continue in full force and effect. In the event any provision or provisions are determined to be in conflict, both parties shall meet within thirty (30) calendar days for the purpose of renegotiations and Agreement on the invalidated provision or provisions.

**Section 17.8.**

The District and the Union acknowledge that they have bargained with respect to all terms and conditions of employment. The District and the Union acknowledge that their agreements are fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this Agreement.

**ARTICLE XVIII**

**NO STRIKE AGREEMENT**

**Section 18.1.**

There shall not be authorized any strike, slowdown or any other stoppage of work by the Union regardless of whether an unfair labor practice is alleged. The District shall not lock out employees covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

**Section 18.2.**

An employee may, without penalty, refuse to cross a picket line if rare or unusual or physical hazard is involved in proceeding to the work location.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

KENT ASSOCIATION OF EDUCATIONAL  
OFFICE PROFESSIONALS (KAEOP) #708

KENT SCHOOL DISTRICT #415

BY: Brandi Pepperdine  
Brandi Pepperdine, Chapter President

BY: Israel Vela  
Israel Vela, Superintendent

DATE: 10/13/2022

DATE: October 13, 2022

**Schedule A**  
**Kent KAEOP**  
**September 1, 2022 – August 31, 2023**

PAY SCHEDULE for employees with **1-14 YEARS** of total KAEOP Bargaining Unit Longevity

	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
<b>Level 1</b>				
Basic Office Support	20.08	\$25.25	\$26.00	\$26.26
Teacher Support				
<b>Level 2</b>				
Counseling, Library (secondary)	\$25.14	\$27.38	\$28.20	\$28.47
Health Technician, Elementary Data Processor				
Central Administration - General Office Support				
<b>Level 3</b>				
High School Registrar	\$27.35	\$29.27	\$30.14	\$30.43
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration Departments				
<b>Level 4</b>				
Central Administration Dept. Secretary	\$29.56	\$31.51	\$32.44	\$32.76
<b>Level 5</b>				
Office Manager	\$30.74	\$33.07	\$34.08	\$34.39

Schedule B  
Kent KAEOP  
September 1, 2022 – August 31, 2023

PAY SCHEDULE for employees with **15 TO 19 YEARS** of total KAEOP Bargaining Unit Longevity

	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
<b>Level 1</b>				
Basic Office Support	\$20.43	\$25.68	\$26.46	\$26.72
Teacher Support				
<b>Level 2</b>				
Counseling, Library (secondary)	\$25.58	\$27.86	\$28.69	\$28.97
Health Technician, Elementary Data Processor				
Central Administration - General Office Support				
<b>Level 3</b>				
High School Registrar	\$27.83	\$29.78	\$30.67	\$30.96
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration Departments				
<b>Level 4</b>				
Central Administration Dept. Secretary	\$30.08	\$32.05	\$33.00	\$33.33
<b>Level 5</b>				
Office Manager	\$31.28	\$33.65	\$34.68	\$34.99

Schedule C  
Kent KAEOP  
September 1, 2022 – August 31, 2023.

PAY SCHEDULE for employees with **20 OR MORE YEARS** of total KAEOP Bargaining Unit Longevity

	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
<b>Level 1</b>				
Basic Office Support	\$20.83	\$26.20	\$26.98	\$27.26
Teacher Support				
<b>Level 2</b>				
Counseling, Library (secondary)	\$26.09	\$28.42	\$29.27	\$29.55
Health Technician, Elementary Data Processor				
Central Administration - General Office Support				
<b>Level 3</b>				
High School Registrar	\$28.38	\$30.38	\$31.28	\$31.58
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration Departments				
<b>Level 4</b>				
Central Administration Dept. Secretary	\$30.68	\$32.70	\$33.66	\$34.00
<b>Level 5</b>				
Office Manager	\$31.90	\$34.33	\$35.36	\$35.69



**SCHEDULE D**  
**KAEOP Effective Education Hours Pool**  
**REQUEST FOR USE FORM**

Name \_\_\_\_\_ Employee # \_\_\_\_\_

School \_\_\_\_\_ Program \_\_\_\_\_

I have used all my allotted effective education hours and want to receive additional hours (up to 10) from the KAEOP pool. I wish to use \_\_\_\_\_ additional hours for the following purpose:

---

---

---

---

---

---

---

---

---

Upon completion of this activity, I will provide my administrator with appropriate documentation or other verification that I have used the hours for my stated purpose.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

I approve the employee's request for use of additional effective education hours for the purpose stated above.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

PLEASE RETURN THE COMPLETED FORM TO PAYROLL

