

CONTRACTUAL AGREEMENT BETWEEN

**CENTRAL KITSAP SCHOOL DISTRICT
#401**

AND

**CENTRAL KITSAP EDUCATIONAL SUPPORT
PROFESSIONALS**



2017-2019
Revised January 2018

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PREAMBLE

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and the regulations promulgated pursuant thereto, this Agreement is made and entered into between Central Kitsap School District Number 401 (hereinafter "District" or "Employer") and the Central Kitsap Educational Support Professionals/CKESP (hereinafter called the "Association" or "Union"). The parties hereby mutually agree as follows.

ARTICLE I

ADMINISTRATION

Section 1 - Recognition

Section 1.1. The District hereby recognizes the Association as the exclusive bargaining representative of all employees in the bargaining unit as described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

1.1.1. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent pursuant to RCW 41.56.030 (2).

Section 1.3. The employer agrees to negotiate wages, hours, and terms and conditions of employment for all employees who are members of the bargaining unit represented by the Association.

Section 1.4. The bargaining unit to which this Agreement is applicable is: All employees in the School District performing work as classified employees, except Executive Director for Business and Operations, Administrative Assistant to the Executive Director for Business and Operations, Director for Business Services, Assistant Director of Business Services, Director for Food Service, Assistant Director for Food Service, Director for Transportation, Assistant Director of Transportation, Vehicle Shop Foreman, Director for Grounds, Maintenance, and Custodial, Assistant Director of Grounds, Maintenance and Custodial, Grounds, Maintenance and Custodial Foreman, Custodial Foreman, Grounds Foreman, Executive Assistant to the Superintendent, Administrative Assistant Operations/Superintendent, Director for Communications and Community Relations, Communications Specialist, Administrative Assistant to the Executive Director for Curriculum, Administrative Assistant to the Executive Directors of Teaching & Learning, Administrative Assistant to Assistant Superintendent for Human Resources, Assistant Director for Human Resources, Certificated Specialist, Classified Specialist, Facilities Project Manager, Technical Services Librarian, Director for Information Services, Technical Support Manager and any added exempt employees. The bargaining unit does not include work as a coach, activity or club advisor, part-time stadium security person, ticket taker or the like.

Section 1.5. Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender include both masculine and feminine: and words denoting number shall include both the singular and plural and "day" shall mean non-holiday weekday.

Section 2 – New Job Descriptions

Section 2.1. Copies of job descriptions and/or postings for all positions subject to this Agreement shall be given to the Association. All subsequent postings will be sent to the Association President (or his/her designee) at the time of posting.

2.1.1. New job descriptions shall be presented to the Association for salary placement negotiations prior to implementation.

- 2.1.2. Job descriptions may be modified by the District to accommodate employees with disabilities. The District and Association will discuss the modification and its impact on other employees prior to implementation. A job modified for that purpose is exempt from the provisions of Article IX, Section 2, Assignment and Transfer.

Section 3 – Salary Schedule Analysis

- Section 3.1** With an agreed upon third party by the District and Association, a salary analysis will be conducted by the district for the purpose of determining appropriate salary placement.
- 3.3.1. A salary analysis will be conducted in the Fall of the year in which a full contract reopener occurs, beginning with the 2018-19 school year.
- 3.3.2. The District and the Association will meet on a regular basis to review the data received.
- 3.3.3. Any bargained changes to salary placements will become effective September 1 of the following school year.

Section 4 - Status of Agreement

- Section 4.1.** This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which are contrary to or inconsistent with its terms.
- Section 4.2.** This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.

Section 5 - Conformity to Law

- Section 5.1.** This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a court or administrative agency of competent jurisdiction or through change in law becomes clearly illegal, such provision or application shall have the effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.
- Section 5.2.** In the event a provision(s) is/are determined to be contrary to law as stated in Section 5.1., such provision(s) shall be renegotiated thirty (30) days after receiving the written decision.

Section 6 - Distribution of Agreement

- Section 6.1.** Within forty-five (45) working days following the ratification and signing of this Agreement, the District will print and distribute copies of this Agreement to each work site. Up to one hundred (100) additional copies shall be provided to the Association. The Association may request additional copies of this Agreement. The style and format of printing this Agreement shall be agreed upon between the

Association and the District. The District shall make available the agreement to employees on the Central Kitsap Staff Intranet and provide a link to new employees within ten (10) working days of hiring. Employees may request a written copy of this Agreement by contacting the Association President. The cost of printing and distribution of this Agreement shall be shared equally by the Association and District.

Section 6.2.

There shall be two (2) duplicate originals of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

ARTICLE II

RIGHTS OF THE PARTIES AND REPRESENTATION

Section 1 - Rights of the Employer

Section 1.1. Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development, adoption, implementation, and enforcement of policies, rules, regulations and practices in furtherance of management rights or functions; and the use of judgment and discretion in connection with District rights.

Section 1.2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to obligations imposed by this Agreement.

Section 2 - Rights of Employees

Section 2.1. It is agreed that the employees in the bargaining unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and participate in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual.

Section 2.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 2.3. Neither the Employer nor the Association shall unlawfully discriminate (as determined by an arbitrator, agency, or court of competent jurisdiction) against any employee based on the District's adopted nondiscrimination policies and procedures.

Section 2.4. No employee shall be denied any legal right granted under Federal, State, County or local regulation.

Section 2.5. The District will provide up to \$3,500 per year for counseling referral services through the Employee Assistance Program (EAP). Employees accessing the EAP may use up to two (2) sessions per year while the budget is available. Reasonable effort will be made to maintain the confidentiality of the employee through this process. At the end of each school year, any unused funds up to \$3,500 will be carried over to the next school year.

Section 2.6. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless the District determines that the employee's actions are interfering with the employee's work or the educational process.

Section 2.7. Employees shall be protected against sexual harassment.

2.7.1. The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually harassed on or in connection with the job.

2.7.2. The District shall treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties.

2.7.3. There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including sexual harassment.

Section 2.8. The employer shall provide a safe and non-hazardous working conditions for employees at their place of employment in accordance with the OSHA and the WISHA Standards for public sector education employees. The District shall utilize outside facility lighting during all scheduled employee work hours after dark.

Section 3 - Rights of the Association

Section 3.1. The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 3.2. The Association shall be promptly notified by the District within twenty four (24) hours of any disciplinary action against any employee in the unit in accordance with the provisions of Article X.

Section 3.3. The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Central Kitsap Educational Support Professionals and/or the Washington Education Association.

Section 3.4. The name, hire date, work assignment, address and salary information of employees in the bargaining unit will be provided annually, on approximately November 15, to the President of the Association. The preceding data for new employees will be provided to the President of the Association within ten (10) working days of their hire dates.

Section 3.5. An Association recommendation regarding school calendar will be presented on or before January 15 for the following year, which shall be considered by the Superintendent before setting the calendar. Unless there is an emergency closure, Spring Break shall begin on Monday and terminate on Friday. Winter Break will be two weeks and will begin at least two (2) calendar days before December 25th.

Section 3.6. By November 1, the District will provide the Association a seniority list ranking each employee from greatest to least seniority within job title. A copy of said list provided by the District may be posted at each work site.

Section 3.7. Association Use of District Facilities

3.7.1. Use of School Buildings: The Association shall have the right upon approval of the building principal, to use school buildings at all reasonable hours for meetings. Requests for use of buildings will be submitted to the building principal or Superintendent/designee.

3.7.2. The Association may post notices of activities and matters of Association business:

- on a designated bulletin board at each work site
- through use of the District mail service
- through use of District email.

3.7.3. Association posting privileges are subject to the following: 1) The Association will not post materials within the work place that are knowingly untrue about any particular individual or group, including the District; 2) The Association will not use the privilege for religious purposes; 3) The Association may post information regarding WEA state legislative activity, but may not post information regarding support or lack of support for any political issue or political candidate.

3.7.4. The President shall be responsible and accountable for the Association's compliance with this section. The Association will defend and hold the District harmless from any allegation or suit arising out of the Association's use of this privilege.

3.7.5. A violation of the Article may result in the suspension of the Association's use of the District's facilities for posting and mailing.

Section 3.8. The Association, upon making their presence known to the District, may have access to school premises at all reasonable times, provided that such business shall not, in anyway, hamper or obstruct the normal flow of work.

Section 3.9. The Association shall be furnished monthly and annual financial statements and the preliminary and adopted budgets and financial reports, Board agendas and supporting materials in a timely manner, following a request by the Association. Nothing herein shall require the Central Administrative staff to research and assemble information that has not been routinely prepared in the normal operation of the District.

Section 3.10. The District will provide requested information directly relevant to a pending grievance. Should a dispute arise regarding the relevancy, a meeting will be held between the parties to discuss the matter and resolve differences. Such meeting shall take place within five (5) days of the request for information. Grievance time lines shall be suspended until the matter of relevancy is resolved.

Section 4 - Representation

Section 4.1. Representatives of the Association shall meet with the Superintendent and authorized representatives of the Board no less often than quarterly during the regular school year in order to pursue mutual problem identification and mutual problem solving.

4.1.1. The Association may consult with District representatives on complaints without a grievance being made by an individual employee.

Section 4.2. Time during working hours will be allowed Association representative for attendance at meetings with the District when such times fall within a regular working day and have been mutually agreed upon by both parties.

Section 4.3. The Parties recognize that Association members on District committees serve in an advisory capacity, not as policy makers for the Association.

Section 5 - Contracting Out

Section 5.1. During the life of this collective bargaining agreement the District will not "contract out" work traditionally done by the bargaining unit except as follows:

When the District lacks reasonably available personnel with necessary expertise or lacks the equipment to perform necessary work within the time available, or,

When the District is required by law, policy, or regulation to solicit competitive bids for work; or,

When the District has advised the Association six (6) months in advance that the District is interested in contracting out a service historically performed by members of the bargaining unit and has involved the Association in the decision-making process through negotiations with the Association over the decision to contract out and has negotiated with the Association concerning the impact of contracting out on members of the bargaining unit.

ARTICLE III

BUSINESS

Section 1 - Dues and Representation Fees

Section 1.1. Within thirty (30) days of hire, all employees shall join the Association or pay a fee equivalent to the dues and assessments of the Association. Except that an employee with a bona fide religious objection to such dues and fees shall pay a fee equivalent to dues and assessments to a charity mutually agreed upon between the employee and the Association. In case of disagreement between the employee and the Association, the matter shall be appealed to the Public Employment Relations Commission (PERC).

Section 1.2. The District shall deduct from the employee's salary, each pay period, the dues and/or assessment fees required for membership therein or equivalent amount of the dues and assessments for those employees not joining the Association and transmit such dues and/or assessment fees to the membership Department of the Washington Education Association. Equivalent dues and assessment deducted from the employee's pay warrant shall be transmitted to the mutually agreed upon-charity.

Section 1.3. The dues shall include local dues, however, the local dues shall be transmitted to the treasurer of the Association on a schedule agreed to by the District and the Association in the fall of each year.

Prior to September 10 of each year, the Association shall inform the District Business Manager the amount of dues to be deducted each month for each employee.

The Association hereby agrees to defend and hold the District harmless from any or all suits, damages, as awarded by court, fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of this provision, except that the Association shall not be responsible for any unauthorized deductions made at the District's fault. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees, in excess of the amount authorized herein, were deducted so long as the Association received such excess amount. The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 2 - Pay Provisions

Section 2.1. Employees will be paid on the last weekday of the month by direct deposit to their bank.

Section 2.2. Association dues and other approved programs paid by payroll deduction shall be made available to employees provided a minimum of ten (10) employees request in writing such deduction.

Section 2.3. The District shall deduct moneys for deposit with the Washington School Employees' Credit Union from the pay of any employee who authorizes such deduction in writing.

Section 2.4. District-approved tax sheltered annuity programs shall be available for employees within the bargaining unit.

Section 3 - Personnel Files

Section 3.1. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee at the employee's expense.

Section 3.2. Any derogatory document not provided to an employee within twelve (12) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner, shall be kept or placed in their personnel file without the employee having been provided a copy and the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

Section 3.3. The evaluations of members of the Association shall become a part of the employee's file. The employee has the right to attach a written rebuttal, which will become a part of the employee's personnel record.

Section 3.4. Any of this material, except the regular annual employee evaluation report(s) shall be removed, if so requested in writing, from the employee's file three (3) years after its initial placement into the employee's file, provided that no further incident of similar nature has occurred during that period of time. After six months the employee may petition in writing that such material be removed. Final decision rests with the District.

Section 3.5. The Human Resources Department may retain a single copy of the record of the investigation and disposition of any allegation of employee misconduct involving:

- a) abuse, neglect, exploitation, harassment or sexual harassment of a student or minor; or
- b) violence, harassment or sexual harassment with any connection to the work place, or to a work or school related activity.

Such a record will be kept in a locked cabinet, separate from the personnel file.

Section 3.6. No document related to discipline of an employee shall be kept in any file other than the personnel file and the file in Section 3.5 of this Article. Supervisors may keep working files containing copies of prior evaluations, material related to evaluation for the current year and material related to current investigations of alleged misconduct. All material, other than past and current evaluations, will be destroyed or sent to Human Resources at the completion of an investigation or at the end of the school year whichever occurs first. Training files may be kept which only contain records of training and licensing required by law or District policy.

Section 4 - Employment Procedures

Section 4.1. Each newly hired, part-time (less than twelve-month) employee shall remain in a probationary status for a period of ninety (90) working days following the District hire date. Each newly hired full-time (twelve-month) employee shall remain in a probationary status for a period of one hundred forty (140) working days following the District hire date. In the event of performance deficiencies, and at the discretion of the supervisor, thirty (30) working days may be added to the probationary period. The probationary period will not exceed one hundred twenty (120) working days for less than twelve-

month employees and will not exceed one hundred seventy (170) working days for twelve-month employees. During this probationary period, the District may discharge such employee at its discretion. At any time after forty-five (45) days, the employee and supervisor will meet to review performance. Specific concerns will be addressed and support will be provided when necessary as determined by the supervisor. Except as required by law, hire date for this and other references in the agreement shall be the day assigned, by Human Resources, to the employee's job classification. If more than one employee is being hired into the same classification at the same site on the same day, they will be assigned in order of their seniority within the District, all other factors being equal.

Section 4.2. At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 4.3. Change of job classification and/or change of department shall not reinstate the probationary period described herein.

Section 4.4. An employee who is resigning shall give two (2) weeks' notice. A retiring employee shall give at least four (4) weeks' notice. A terminating employee shall receive benefits to which she/he is entitled.

Section 4.5. Prior to reporting to duty for new employees and by October 15 for continuing employees, employees shall be notified in writing of their work status. Such notice shall include, as a minimum, the following information:

- 1) The basic number of hours assigned at the beginning of the work year, subject to change pursuant to program needs. If change occurs, the employee will be notified in writing of new hours.
- 2) The number of days to be worked during the work year.
- 3) Rate of pay and position on the salary schedule.
- 4) Number of paid holidays.
- 5) Number of vacation hours to be accumulated during the current work year.
- 6) Number of accumulated sick leave hours.

The District shall notify employees of their basic benefits entitlement once the basic benefits pool has been determined in the fall of each year.

The District shall provide each new employee covered by this Agreement a copy of the personnel action form in regards to their position (including a copy if changes are made).

Section 4.6. The District shall make a reasonable effort to include an Association employee from the work site or department for which a new employee is to be hired on the interview team selected to make the hiring recommendation (i.e., the head custodian under whom the new employee will be assigned, office manager, lead person etc.).

Section 5 - Employee Evaluation Procedure

- Section 5.1.** All employees new to the District will be formally evaluated during the probationary period by the designated administrator.
- Section 5.2.** Each employee shall be evaluated annually on or before June 1 by the designated administrator, with input from such other staff, as the administrator deems appropriate.
- Section 5.3.** Each evaluation will concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate. When performance deficiencies exist the administrator will meet with the employee to discuss the issues of concern and possible solutions, which may include a formal plan of improvement.
- Section 5.4.** Employment shall not be terminated for poor performance prior to the end of a school year unless:
- 1) the employee has been notified in writing of poor performance prior to March 15 of that school year, or
 - 2) the performance concern first came to the attention of the designated administrator after March 15.
- Section 5.5.** Prior to the completion of the annual evaluation form, the designated administrator and employee shall meet to discuss the contents and finalize the annual evaluation. An example of the form is available through the District intranet website, the employee's supervisor and/or the Human Resource office.
- Section 5.6.** Upon completion of the conference the designated administrator and the employee shall sign and date the evaluation. The signature of the employee indicates that the employee has seen the evaluation and does not indicate the employee agrees with the content.
- Section 5.7.** The employee shall have the right to attach a written explanation to the annual evaluation which shall be permanently attached, provided such written explanation is given to the designated administrator for attachment within ten (10) working days of receiving the signed evaluation form.
- Section 5.8.** A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee upon signature.

ARTICLE IV

WORKING CONDITIONS

Section 1 - Hours of Work and Overtime

- Section 1.1.** The standard work year for twelve (12) month classified employees consists of two hundred sixty (260) days. In those years that contain more than 260 days, 12 month employees will have additional non-workday(s) which will be scheduled concurrently with the fourth of July holiday. In the years that contain 260 workdays only, 12-month employees will receive an additional paid, non-work day scheduled concurrently with the fourth of July. The District will provide a calendar at the beginning of each year reflecting the designated non-work day(s).
- Section 1.2.** The normal workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest; provided, however, the normal work week may vary, if mutually agreed upon by the employee and supervisor, and may consist of four (4) consecutive days followed by three (3) consecutive days of rest.
- Employees hired prior to November 27, 1979 will have a Monday through Friday workweek, except by mutual agreement between the employee and the District.
- Section 1.3.** Each employee shall be assigned to a definite and regular shift and work week, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee. During an emergency, or for a period of short duration when a job cannot be completed during the regular shift, the shifts may be temporarily altered.
- Section 1.4.** A regular full-time shift shall be eight (8) hours of work, including a fifteen (15) minute first half and a fifteen (15) minute second half rest period; provided, however, regular full-time shifts may be ten (10) hours of work including a twenty (20) minute first half and fifteen (15) minute second half rest period. An appropriate meal period shall be granted not to exceed one (1) hour. The meal period shall be outside the eight (8) hour shift. Employees working less than a full-time shift shall be granted a fifteen (15) minute rest period for each consecutive four (4) hours worked.
- 1.4.1.** Regular employees working five or more hours per day shall have a thirty- (30) minute duty-free meal break.
- 1.4.2.** Non-bus-driving eight (8) hour shifts shall not be split, except by mutual consent of the employee and employer.
- Section 1.5.** Mandatory Employee staff meetings called at off shift hours will be paid at the employee's regular hourly rate for a minimum of one (1) hour.
- Section 1.5.1.** Mandatory employee meetings called at off shift hours by the Director or Supervisor of Transportation pertaining to transportation-specific issues will be paid at the employee's regular hourly rate in fifteen (15) minute increments for a minimum of fifteen (15) minutes.

Section 1.6. Employees called back at a time noncontiguous with the employee's normal work shift (such as custodian to check on lights, boilers, etc.) shall receive a minimum of two (2) hours at the overtime rate.

Paid voluntary activities, such as opening gates for community schools, shall not be defined as a call back, and shall be paid a minimum of one (1) hour.

Employees who interview or test for a position in the District before/after their own work shift shall do so on their own time.

Section 1.7. On or before October 1, the building administrator, supervisor and paraeducator(s) will meet to schedule paraeducators in such a way as to provide appropriate preparation time including critical District/building communication.

Section 2 - Inclement Weather

In the event that it becomes necessary to close or delay the schools because of inclement weather, the District shall notify media sources in the area by 6:00 a.m. This provision does not preclude the District from closing the schools in the event an emergency develops after 6:00 a.m., or if further evaluation of developing hazardous conditions warrants closure. Employees not working because of inclement weather will not be paid.

Employees who report to work because the District failed to notify media sources by 6:00 am, or as soon as reasonably possible in the event of weather or road conditions which are developing, shall receive a minimum of two hours pay.

Section 2.1. (Designation of Critical Employees)

On or before October 1, building/department administrators will meet with the designated critical and alternate critical employees to develop a plan to provide coverage at the sites during inclement weather. A list of critical employees will be posted at the worksite.

Section 2.2. (School Delay or Early Dismissal)

In the event of delayed opening or early dismissal due to weather, **ten-month employees who have not been designated as critical employees** may choose to work the lost hours at times agreed upon with the supervisor and at duties directed by the supervisor within their job descriptions or other duties that are mutually agreeable or request applicable leave.

Twelve-month employees who have not been designated as critical employees and who are unable to get to work during a school closure for inclement weather may use personal leave, annual leave or may request emergency leave.

Critical employees who are required to report to work prior to their regular shift start time on days when school is delayed due to inclement weather, shall be paid at the double-time rate for the hours worked prior to their regular shift start time. Hours worked during the regular shift shall be compensated at the regular rate of pay. An administrator will determine the early start time.

Section 2.3. (School Closure)

Ten-month critical employees who are required to report to work when schools are closed due to inclement weather shall be paid at the overtime rate for the hours worked as determined by the administrator.

Twelve month, eight hour critical employees will work five (5) hours and twenty (20) minutes and be paid for eight (8) hours equaling overtime rate. When an administrator determines that an emergent situation requires employees to remain on the job for more than the five (5) hours and twenty (20) minutes, the employee will be paid at the overtime rate for the number of hours worked. Whenever possible, the employee will be notified in a timely manner of the additional time needed to complete the job.

Section 3 - Overtime/Compensatory Time and Extra Hours

Section 3.1. Overtime rate is defined as being one and one-half (1 1/2) times the employee's regular hourly rate. All overtime will be pre-approved by the supervisor.

Extra hours are defined as additional hours that do not result in overtime pay. All extra hours will be pre-approved by the supervisor.

Comp time is defined as the time that occurs when an employee works more than eight (8) hours per day or forty (40) hours per week. Comp time will be accrued at time and one-half (1 1/2). All comp time will be pre-approved by the supervisor.

Section 3.2. Assignment of Overtime: (See Article IV, Section 2.1. for definitions). Except for drivers and bus assistants, extra hours and overtime shall be assigned to the employee that is doing that particular work during regular hours at the work site. Other overtime and extra work will be offered to the senior qualified employee on a rotational basis (within the job classification at the work site).

Section 3.3. An employee need not be assigned overtime if there is an employee in the classification at the job site who can do the needed work as extra hours.

Section 3.4. Weekly church service overtime/extra hours will be offered to the senior qualified person at the site on an annual rotational basis. Rotational cycle will be September 1 to August 31. Upon completion of the church service rotation cycle, the employee will be placed at the bottom of the rotation list and the offer will be made to the next senior employee for the upcoming year.

An employee who accepts such an assignment is responsible for the satisfactory completion of the work, obtaining a substitute when one is required, and shall give not less than two weeks' notice before leaving the assignment.

Section 3.5. Non-bus driving employees will be compensated (paid or accrual of compensatory time) at time and one-half beyond eight (8) compensated hours per day or forty (40) compensated hours per week.

Bus drivers will be compensated at time and one-half beyond forty (40) hours per week. All hours worked in excess of eight (8) hours for a single extra run or activity run for bus drivers shall be compensated at the overtime rate.

Employees working four (4), ten (10) hour days will be compensated at time and one-half beyond ten hours per day (of the four (4) days) worked or forty (40) hours per week).

All compensated hours in excess of forty (40) hours per week shall be compensated at the overtime rate.

Section 3.6. An employee may, by prior agreement with the supervisor, take compensatory time off in lieu of overtime pay (as defined in section 2.5) for hours worked beyond the employee's normal work shift. Compensatory time, if granted, may be accrued to a maximum of twenty-four (24) hours provided that such time shall be recorded on the employee's compensatory time sheet. Once compensatory time is at maximum, all additional overtime shall be paid. Hours in excess of forty (40) hours per week shall be accrued at the rate of one and one-half (1½) hours for each such hour worked. Other time in excess of the normal work shift, and under eight (8) hours per day, will accrue at straight time.

Section 4 - Employee Protection

Section 4.1. The District shall provide such insurance for the protection of employees as is required by Washington State Law.

Section 4.2. When an employee's job responsibilities necessitate protective clothing, it shall be provided and laundered by the District.

Section 5 - Work Clothing /Uniforms

Section 5.1. The District will provide work clothes for Grounds, Warehouse, Maintenance and Custodians as follows:

Upon Hire:

Three (3) shirts and \$200.00 towards work pants and/or appropriate footwear: Grounds, Warehouse, Maintenance, Head Custodians and General Custodians.

Three (3) shirts: General Custodians

After successful completion of probation, the District will provide a jacket for Grounds, Warehouse, Maintenance, Head Custodians and General Custodians.

Each Year Thereafter:

One (1) shirt, with an additional shirt upon request - \$200.00 towards work pants and/or appropriate footwear: Grounds, Warehouse, Maintenance, Head Custodians and General Custodians.

One (1) shirt with an additional shirt upon request: General Custodians.

Section 5.2. The District will continue to provide work clothes (shirt, pant or coveralls) and laundry service for the Vehicle Shop.

Section 5.3. The District will provide shirts and a jacket for security staff.

- Section 5.4.** Supervisors and one Association representative from each of the above mentioned classifications will work together to determine the appropriate vendors for work clothes.
- Section 5.5.** Employees in classifications as described in 4.1, 4.2., and 4.3. above will wear work clothes/uniforms on a daily basis.
- Section 5.6.** Grounds Crew workers shall be provided work gloves and rain gear at District expense.
- Section 5.7.** For security purposes, as clothing identified with a District logo is no longer suitable for use, it must be returned to the supervising administrator. Employees leaving the District must return all clothing identified with a District logo to the supervising administrator.

Section 6 - Required License Fees/Permits

- Section 6.1.** The District will reimburse employees for fees paid by the employee to a regulatory agency for initial testing and/or required annual license or permit required as a condition of continued employment, except for regular Washington State Drivers' license.

Section 7 - Tools

- Section 7.1.** The District shall provide mechanics, maintenance employees, grounds crew and custodians with the proper tools and equipment necessary for them to carry out their responsibilities at no cost to the employee.

Section 8 - Spray Provisions

- Section 8.1.** Grounds crew employees assigned to perform spray/pesticide duties will be supplied all state required equipment for safe and proper application of the specific product. The employee may not apply product without such required equipment.
- 8.1.1.** Training shall be provided to employees assigned to spray/pesticide work details.
- 8.1.2.** After application, the employee will be provided, as part of his/her workday, a reasonable cleanup or rinse-off time.

Section 9 - Airlift, Ladder Training

- Section 9.1.** Employees who are required to use, install and/or operate any airlift, basket truck, scaffolding or other lifting or climbing device, shall do so in accordance with current OSHA guidelines. Prior to use, appropriate training in the use, installation and operation of the device will occur. The device will be inspected and certified in accordance with applicable law.

Section 10 - Community Schools

Section 10.1. Custodial work needs shall be considered when scheduling Community Schools during the winter, spring and summer breaks.

Section 11 - Job Sharing

Section 11.1. The District will consider job sharing whereby two employees may share one position. The decision to grant the request rests with the District. Request for Job Share must be submitted by May 1 each year.

Section 12 - Compensation for Committee Activities

Section 12.1. Employees participating in Shared Decision-Making Team (SDM) shall be paid at the rate set by the Shared Decision-Making Team Committee.

Section 12.2. Employees voluntarily serving on an interview team or other District committee, off shift hours, shall not be compensated unless other members of the committee receive extra compensation for participation.

Section 13 - Shared Decision-Making

Section 13.1. All sites will have a Shared Decision-Making Team (SDT) in order to facilitate effective and efficient shared decision-making. Specific organization, member selection criteria, procedures, and goals are to be determined by individual sites.

Section 13.2. A District Shared Decision-Making Committee (DSDC) will determine appropriate SDT guidelines and operating principals for the District. The DSDC will assist teams with training as needed. DSDC composition and responsibilities are outlined below.

The DSDC shall include: two (2) administrative members as appointed by the Superintendent; three (3) Association members as appointed by the CKESP President; and all other groups will have an opportunity to be represented proportionally with not less than one member each (CKEA, CKPTA, School Board, and the non-organized employees). The Superintendent and the CKESP President shall serve as a non-voting member. The DSDC shall be responsible for determining a membership rotation process to ensure continuity. The DSDC will write a mission statement and establish its own procedural rules (including selection of a chairperson and meeting minutes).

The DSDC will establish its own meeting schedule, but will meet no less than once a month during the school year. If DSDC work exceeds the regular work day, members will be compensated at the District hourly rate, from the available Shared Decision-Making funds.

The DSDC will be a collection point for building guidelines and distribute building SDT annual allotments.

- 1) Perform program evaluation of the overall District shared decision-making process and provide guidance to the SDT's in accordance with the DSDC

- mission/goals to further empower individual teams.
- 2) Provide training in the skills necessary to develop and implement an effective shared decision-making process.
 - 3) Provide guidance and conflict-mediation to SDT's as requested.

Section 13.2. SDT funds are allotted per employee. The total allotment shall be \$34,000, which will be distributed to the sites based on the number of bargaining unit employees at the site on October 1. Employees working at more than one site will be funded at one site only.

Section 13.3. Any waiver request of contract language will be presented to the Association for approval prior to implementation. This waiver request must be signed by 2/3rds of the classified employees whose contractual rights under the collective bargaining agreement would be changed by the waiver.

Each Letter of Agreement will be for the present school year only. For continuation, a new request must be submitted.

Section 13.4. All SDT decisions will be in compliance with applicable law.

Section 13.5. No employee shall be excluded from the bargaining unit, with regard to the Labor Relations Act, because of her or his participation in an approved Shared Decision-making body.

If any aspect of an SDT decision is found to be contrary to the terms of the collective bargaining agreement, it will not be implemented unless a Letter of Agreement is obtained. (See Section 12.3. above).

Section 14 - Technology on District Vehicles

Section 14.1. The use of video cameras on school vehicles transporting students is for the purpose of student management/discipline, safety, and driver training only.

Video recording may not be used in the formal evaluation process. There will be no inappropriate monitoring of video recordings by the District to target individual employees. If the District uses video data in a disciplinary matter, then the discipline must stem from a "qualifying event", and must be based on just cause. A "qualifying event" means that the District has received information that raises an issue about a student, staff member, or route. Examples of "qualifying events" may include but are not limited to the following circumstances; (1) a police inquiry or call regarding a driver; (2) a report from school staff, student, parent or citizen; (3) an allegation made about a staff member; (4) an underlying report or complaint about student conduct in the vehicle. Video may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct, but shall not be used to monitor employee performance arbitrarily. The Association President may have access to the video recordings during normal operating hours from any management staff.

Section 14.2. The information obtained by Global Positioning System (GPS) will only be used for legitimate business, guidance or training purposes. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the GPS equipment. The Association and the District also agree:

14.2.1. There will be no inappropriate monitoring of the GPS by the District to target individual employees for violations of District policies or procedures to target individual employees;

1. Any minor infraction such as “idling,” and “off route,” that if verified by GPS, will not count as a first offense for the purpose of progressive discipline. If there is a second minor infraction for the same or similar issue, disciplinary action may result.
2. If the District uses GPS data in a disciplinary matter, the discipline must stem from a qualifying event and be based on just cause.
3. A qualifying event means that the District has received information that raises an issue about a particular driver or route. Examples of “qualifying events may include but are not limited to the following circumstances:
 - A police inquiry or call regarding a District vehicle or driver;
 - A student, parent or citizen complaint or inquiry;
 - An observation by a supervisor or citizen;
 - A review of a regular report such as an idling report that is run for all drivers and that occurs on a regular basis.

The Association will be notified of any new GPS software applications purchased by the District.

ARTICLE V

SPECIAL PROVISIONS FOR TRANSPORTATION EMPLOYEES

Section 1 - Pre-Trip and Layover Time

Section 1.1. In addition to driving hours, bus drivers shall receive fifteen (15) minutes per morning run and fifteen (15) minutes per afternoon run each workday for the purpose of maintaining the bus in a clean and orderly condition, warm-up, and routine duties. If there are less than sixty (60) minutes layover time between assignments, the shift of the driver or a bus assistant shall continue uninterrupted for such layover time, not to exceed thirty (30) minutes.

Section 2 - Driver Guarantee

Section 2.1. Drivers and assistants shall be guaranteed their established weekly hours. This includes the selection time between August and October 31 and then after the November 1 bid routes start through the last day of school.

Section 2.2. If a reduction in student load and/or delay of program occurs, the driver must notify the dispatcher of the driver's availability for other assignments. The drivers and assistants must work the temporarily unfilled time as assigned.

Section 2.3. If a reduction in load and/or route lasts beyond fifteen (15) consecutive working days, the District may reduce the route time to match the need. No employee shall be paid under this rule for hours lost due to school closure or scheduled changes.

Section 3 - Special Runs

The following shall apply to all trips other than regularly assigned daily runs.

Section 3.1. All extra trips shall be divided into four categories: A - Short trips of one (1) to four (4) hours; B - Long trips of more than four (4) hours; C - Overnight trips; and D - Trips of less than one (1) hour. Trips of less than one hour shall be assigned by the Transportation Administrator, or designee, without posting on the rotation board.

Section 3.2. Rotation lists shall be posted for A, B, and C categories. Such lists will consist of those drivers who sign up to be placed on any or all such lists. A and B lists shall be arranged each school year by the seniority of drivers who sign up for them. The overnight list shall be continuous from year to year.

Section 3.3. All newly hired and reinstated drivers shall be placed on the rotation list in seniority order and must wait one complete rotation before becoming eligible for a trip.

Section 3.4. If possible, extra trips will be posted on the drivers' bulletin board at least forty-eight hours (excluding Saturday and Sunday) prior to scheduled departure time, and overnight trips shall be posted five (5) days in advance. Employees will notify the dispatcher of their bid for an extra trip as soon as possible following posting and no later than 10:00 a.m. on the day the trip is assigned.

- Section 3.5.** When a driver is in rotation for an extra trip, the driver has the option of accepting or refusing the extra trip. If the extra trip is accepted, the driver inserts the trip number on the list and is responsible for meeting the schedule for the extra trip. If the extra trip is refused, the driver's name will be bypassed for one rotation list and the next eligible driver shall be advised of the extra trip.
- Section 3.6.** In the event an extra trip should be canceled, the driver shall be paid one (1) hour report time, unless the driver is able to complete their regular run and the driver's name remains open on the roster for the next unassigned extra trip. If a trip is returned to the trip board for any reason other than as outlined in Section 3.7 below, the employee returning the trip shall forfeit the next rotation on that trip board.
- Section 3.7.** Should a driver's name come up on more than one rotation list at the same time, acceptance of one of the runs does not cancel the others unless such driver could not meet the scheduled departure times due to a conflict with the other extra trips. Should the trip times conflict, the eligible driver shall have a choice of the trips.
- Section 3.8.** All extra trips shall be compensated at the employee's regular hourly rate for the duration of the trip, except as noted in Article IV, Section 2.5.
- Section 3.9.** A shop representative capable of performing mechanic duties with driver's certificate may accompany as a driver/mechanic to perform emergency repairs on buses on out of District trips involving four or more buses to one destination, traveling in excess of one hundred and fifty (150) miles round trip.
- Section 3.10.** Drivers must sign up for ski trips no later than November 10. Ski trip drivers will be selected by December 1 by seniority.
- Drivers must sign up for trips one (1) through four (4), trips five (5) through eight (8), or all eight (8) ski trips.
- Once Ski School begins, drivers will not be eligible to take long (B) extra trips for the duration of their selected time.
- 3.10.1.** Bus drivers, driving ski trips without previous experience, will be paid for District-directed on the job training (e.g., "riding up" on ski trip prior to driving a ski trip). Payment will be made when the driver is paid for driving their first ski trip.
- Section 3.11.** On overnight trips, drivers shall be compensated at the regular hourly rate plus overtime where applicable for the duration of the trip, except twelve (12) hours of meal and sleeping time is to be deducted without pay, provided the employee is not required to work during the time so designated. Should a driver be required to work during the aforesaid twelve (12) hours, the driver will be compensated at the appropriate hourly rate plus overtime where applicable. Meals and lodging shall be provided by the District at approved rates. Upon employee request a draw of 80% of the anticipated cost of meals and lodging shall be provided to the employee by the District.

Section 4 - Load Capacity

- Section 4.1.** The District shall post in each bus and other District vehicle, used to transport students, the load capacity for such vehicle established by the state.

Section 5 - Runs

Section 5.1. All runs shall be posted annually by the Transportation Administrator or designee.

Section 5.2. On or before November 1 of each year, employees, in seniority order and according to District procedure, shall bid annually their year's assigned route provided such driver meets licensing requirements.

5.2.1. Drivers and assistants shall be paid fifteen (15) minutes for selection time and/or bid time. During the first fifteen (15) days of school, in the event the special education driver or assistant has not met his/her guaranteed established weekly hours (due to program start/student load), he/she must first apply the fifteen (15) minutes toward the guaranteed established weekly hours.

5.2.2. Drivers or driver-qualified assistants may sign-up for additional driving time posted daily (white board) at any point during the school year if it does not affect their current assignment.

Section 5.3. Vacant regular or temporary runs which are expected to last twenty (20) or more days shall be posted promptly for three (3) days within the department and filled within ten (10) days of posting as regular or temporary runs.

5.3.1. Current Bus Drivers (excluding temporary or substitute drivers) can apply for runs that are temporary due to leave replacement when the following criteria is met:

- Drivers filling a temporary leave replacement must remain on the temporary run until the original driver returns or the end of the school year, whichever comes first, at which point drivers will then return to their original run.
- Must be an increase of 30 minutes or more per day for the driver.
- Leave replacement runs will be posted for three days and filled by seniority.
- Another driver can apply for that driver's temporarily vacated run if it will be an increase of 30 minutes or more for the second driver.
- Resulting moves are limited to only two employees for each initial leave replacement.
- Drivers filling leave replacement runs are eligible to apply if a non-temporary run becomes open and is posted.

5.3.2. In the absence of a regular driver, the Transportation Administrator, or their designee, will make a good faith effort to assign available work to regular drivers by seniority as long as the extra work does not conflict with a driver's regular assignment. Additional factors may be considered such as the time available to make the assignment and cost (additional layovers, overtime, mileage etc.).

Section 5.4. Transportation substitutes shall be evaluated periodically and will receive feedback on their performance. The ability and experience of substitutes with the District will be considered when assigning substitutes and hiring drivers.

Section 6 - Bus Assistants

Section 6.1. Bus assistants with a Commercial Driver's License (CDL) shall have priority for temporary assignment as the driver on the bus to which they are assigned to assist. Bus assistants with a CDL shall be considered for assignment to vacant driver positions based on demonstrated skill and experience in driving vehicles.

Section 6.2. The District shall review each written request for assignment of a bus assistant within five (5) working days of such request.

Section 6.3. Bus assistants must have the same medical training as bus drivers and are required to have basic first aid training.

Section 7 – Bus Cleaning

Section 7.1. All drivers will be responsible for end-of-year bus cleaning and employees will receive up to 2 hours of pay for small buses, up to 2.5 hours of pay for mid-size buses, and up to 3 hours of pay for large buses.

ARTICLE VI

SUBSTITUTES, TEMPORARY EMPLOYEES AND SUPPLEMENTARY HELP

Section 1 - Substitute Personnel Provisions

Section 1.1. Substitutes are covered by the terms of the collective bargaining agreement except as listed below:

Dues
Seniority
Transfer
Leaves
Medical Benefits
Vacation
Holidays
Evaluations
Employee Personnel File
Layoff and Recall
Article XIII Grievance Procedure

Section 1.2. Substitute personnel may be assigned to replace regular employees absent from work and to fill a new or vacant position during the time it takes to fill such position or through reorganization of employee duties.

Personnel substituting in a position will not have rights over regular employees applying for the position.

Section 1.3. A substitute's rate of pay will be 90% of step one (1) on the classified salary schedule of the position in which they are substituting.

Section 1.4. Substitute employees may be removed from the substitute list at the discretion of the District.

Section 2 - Temporary Employees

Section 2.1. A temporary employee shall be defined as an individual who is not a current employee and who is hired to a posted temporary position.

Section 2.2. Following successful completion of the probationary period, a new employee filling a temporary position will accrue seniority retroactive to his/her hire date. Accrued seniority remains available for use only if employment for the following school year is secured by the ending date of the temporary position.

Section 2.3. New employees hired for the current school year and filling temporary positions are not eligible for lay off and recall rights (Article IX, Section 4)

Section 3 - Student Help

Section 3.1. The District may hire students of the District to perform work with educational value to students. Student help is not subject to any term or condition of this Agreement. A student will not replace a regular employee.

Section 4 - Supplemental Help

Section 4.1. The District may employ supplemental help paid on the first step of the applicable range for work done.

Section 4.2. No other benefits shall be provided than those conferred by law.

Section 4.3. No such service will replace positions or hours of employees covered by the Collective Bargaining Agreement between the parties, nor shall it replace services which would otherwise be performed by employees on layoff.

Section 4.4. Bargaining unit members shall have preference for initial placement for such services on a District-wide seniority basis, subject to the employees' ability to perform the service, and application for the service.

Section 4.5. The District shall post and provide the Association President or designee, the number, projected schedules, duties and assigned supervision of positions to be filled hereunder.

Section 4.6. No bargaining unit member may hold a position hereunder which, with other District assignments, would necessitate overtime pay, and nothing contained herein shall serve to extend benefits (other than pay) of bargaining unit members except as required by law.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 1 - Holidays

Section 1.1. All employees shall receive the following paid holidays that fall within their work year:

New Year's Eve Day	Veterans' Day
New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	Day before or after Christmas
Independence Day	(to be designated by the District)
Labor Day	

Section 1.2. When a holiday falls on Saturday or Sunday, the preceding Friday or the following Monday shall be considered the holiday, as identified on the approved school calendar.

Section 1.3. Un-worked Holidays: Employees shall receive pay equal to their normal work shift at their rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the employee's absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 1.4. Worked Holidays: Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1 ½) times their regular rate for all hours worked on such holidays.

Section 1.5. An employee's paid holiday shall count when determining the workweek for overtime purposes.

Section 2 - Vacations

Section 2.1. Each twelve (12) month employee who has completed one (1) through five (5) years of service with the District will be granted fifteen (15) days paid vacation per year. Each twelve (12) month employee shall be granted one (1) additional day of paid vacation for each year of service completed thereafter to a maximum of twenty-five (25) days paid vacation. A full-time employee shall be defined to mean a twelve-month, eight-hours-per-day, 2080-hour per year employee. Vacation time shall be earned at the rate of one (1) hour for each 17.4 regularly assigned hours. After five (5) years of service, as stated above, the ratio of regularly assigned hours to one (1) hour earned will decrease by eight (8) regularly assigned hours per year. See chart below:

Leave Table - Classified

After completion of five (5) years of service time, employees will earn vacation based on the following scale - (number of regularly assigned hours to earn 1 hour vacation) - this scale is arrived at by using the 15 days per year (120 hours) that a full-time employee (2,080 hours, 260 X 8, 12 month employee works) earns the first 5 years of employment then extending the number of days allowed - 1 day (8 hours) for each additional year the employee remains on the job.

For employment years 1 through 5 - the formula is 17.4

6th year.....	16.31
7th year.....	15.35
8th year.....	14.50
9th year.....	13.74
10th year.....	13.05
11th year.....	12.43
12th year.....	11.86
13th year.....	11.35
14th year.....	10.88
15th year.....	10.44

2.1.1. Each employee will earn vacation time on a monthly basis from the date of hire. All vacation pay shall be computed on a full-time-equivalent (FTE) basis at the ratio of one (1) hour earned for every 17.4 regularly assigned hours, except as noted in Section 2.1 above.

2.1.2. Vacation credit may accumulate to thirty (30) days carryover. Vacation credit accumulated in excess of thirty (30) days must be used by August 31 of each year. After one (1) year of employment, up to thirty (30) days of vacation that has been earned, but not used, will be payable to the employee on termination of employment in accordance with Article X.

Employees may request specific leave dates prior to April 15 for vacation to be taken May 1 through October, and prior to October 1 for vacation to be taken November 1 through April. This section does not preclude employees from requesting vacation as situations arise outside these time frames. Vacation requests will be processed on a first come first served basis.

Leave requests will be approved or denied in writing within ten (10) days of the request deadline. If an employee requests leave in accordance with this provision and is denied, is required by the supervisor to cancel an approved leave; and cannot reschedule for a reasonable time, the employee will be compensated at the overtime rate for any days over thirty (30) which the employee would otherwise lose.

2.1.3. Twelve (12) month employees may use vacation time during the school year. Permission for vacation time must be applied for in accordance with Sub-Section 2.1.2. Such vacation hours may be covered by substitute employees.

ARTICLE VIII

LEAVES

Section 1 – Leave Calculation

Section 1.1. In order to determine an employee day, leave is calculated on the employee's total number of regularly scheduled work hours per week divided by five (5).

Section 2 - Sick Leave

Section 2.1. Sick leave will be granted for an employee's personal illness or injury, and/or the illness of members of the immediate household and/or immediate family as defined in Article VIII, Section 3.1. Sick leave shall be earned at the rate of one (1) day per month for all employees. Non-annual employees will be granted a minimum of ten (10) days sick leave per year. An employee who works ten (10) working days in any calendar month will be given credit for the full calendar month. Unused sick leave may accumulate to the legal limit. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. However, paid sick leave may not be used in advance of accrual and an employee's sick leave balance will be adjusted if the leave is not earned. An employee shall be entitled to the projected number of days of sick leave at the beginning of the year. Sick leave benefits shall be paid on the basis of regular hourly rate applicable to the employee's normal daily work shift; provided, however, should an employee's normal daily rate or work shift increase or decrease during the school year, the sick leave benefit shall be taken at the daily rate and work shift in effect at the time of usage. The accumulated benefit will be expended on an hourly, rather than a daily basis. The District may, on occasion, require verification of the illness by a physician.

Section 2.2. Sick Leave Attendance Incentive Program: In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of 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, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

2.2.1. So long as sick leave buy back is authorized by the state at the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remunerations at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

Section 2.3. Sick leave earned and unused in all school Districts, Educational Service Districts or the State Superintendent's Office within Washington State shall be credited to the employee's sick leave account.

Section 2.4. In accordance with Washington State Law (RCW 51.32.090 (8)), an employee may choose to use sick leave and receive Worker's Compensation time loss payments (see Article XI, Section 3.2.) for the same period of disability.

Section 3 - Bereavement Leave

Section 3.1. Definitions as follows:

- A. Immediate Household - All people living in the same family unit, not necessarily relatives.
- B. Immediate Family - Husband, wife, brother, sister, parent or child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, or mother-in-law, grandparent, grandchild, but not necessarily in the same household.
- C. Not-Immediate Family - Niece, nephew, aunt, uncle, or close friend.

Section 3.2. Leave:

A maximum of five (5) days leave with pay will be allowed in the event of a death in the "Immediate Household" or "Immediate Family". Death in the "Not Immediate Family" will be occasion for up to one (1) day leave with pay. If extenuating circumstances require an extension of time, the employee may request an emergency leave pursuant to Article VIII, Section 4.1. and 4.2.

Section 4 - Emergency Leave

Section 4.1. Emergency leave is deductible from sick leave and is non-cumulative and may be granted when the following conditions exist:

- A. The problem must be suddenly precipitated, must be of such nature that pre-planning is not possible, or where pre-planning cannot relieve the necessity for the employee's absence.
- B. The problem cannot be one of minor importance or of mere convenience, but must be serious.

Section 4.2. Applications for consideration for emergency leave must be made to Human Resources. Application to Human Resources must be made within seven (7) days after the absence.

Section 5 - Leave Sharing

Section 5.1. The District shall provide leave sharing for employees within the school district consistent with CKSD District Policies and Procedures.

Section 6 - Parental Leave

Section 6.1. Employees may request leave for pregnancy, childbirth and related temporary needs, to the extent the employee's physician certifies the employee's temporary disability.

6.1.1. Employees who have adopted a child or to whom a child has been born and who have not taken thirty (30) days leave under Section 6.1., may use up to thirty (30) days of their sick leave for child care purposes within six (6) months of the birth or adoption.

Any employee desiring to exercise parental leave shall submit the appropriate completed forms to Human Resources at least four (4) weeks prior to the beginning of such leave or in the case of an adoption, the earliest possible time, but not less than one month prior notice. Within thirty (30) days after childbirth or adoption, the employee shall inform the Employer of the specific day she/he will return to work.

6.1.2. An employee shall be granted, upon request, a leave of absence without pay for the duration of the current school year; or, in the case of an employee who gives birth or adopts a child between school years, the employee shall be granted, upon request, a leave of absence without pay for the duration of the subsequent school year.

6.1.3. The employee shall notify the District by May of his/her intent to return to the District the following September. The employee shall be returned to her/his previous position upon completion of parental leave.

6.1.4. A temporary employee may be hired for the duration of the leave.

Section 7 - Judicial Leave

Section 7.1. In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 8 - Military Leave

Section 8.1. Employees shall be granted military leave in accordance with Chapter 38.40, Revised Code of Washington, as required by law.

Section 8.2. While on leave, the employee shall retain placement on the salary schedule, including increment advancement if not at maximum for the range, and shall continue to accrue seniority, vacation benefit and sick leave as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

Section 9 - Leave of Absence

Section 9.1. The District shall grant a leave of absence for not less than one calendar year (September 1 to August 31) for leaves for non-medical purposes. The employee shall submit a written request for a leave of absence on or before April 1 of the year preceding the proposed leave. The employee's written request shall contain the purpose and plan for the requested leave.

- 9.1.1. The Superintendent and/or designee shall notify the employee in writing of acceptance or rejection by May 1 of the year application was made. At the time of such notification, the letter granting the leave must state requirements for returning to employment. The employee must provide the District with written notice no later than March 1 affirming commitment to return to employment. The District will provide the employee with notification of receipt of intent to return.
- 9.1.2. The employee shall retain but not accrue all seniority, salary placement and benefits provided by the Agreement and upon the employee's return to his/her employment.
- 9.1.3. The employee's position will not be held during the leave of absence. The Employer will assign the employee to a position comparable to that held prior to taking said leave.
- 9.1.4. The District will attempt to notify employees returning from a leave of absence of their work assignment by the end of the current school year. If the employee is offered a comparable position and declines, employment with the District will end.
- 9.1.5. If a comparable position is not available upon the employee's return, the employee will be on lay off status per Article IX, Section 4 with the exception that the employee will agree not to file an unemployment claim upon their return from their requested leave of absence. This must be included in the employee's written request.

Section 9.2. An employee on leave of absence for work related injury or illness shall be reinstated to their position if returning within one (1) year of the initial granting of such leave and an employee with leave for other medical reasons will be reinstated to their position provided the District agrees in writing to such reinstatement when the leave is granted. An employee on such medical leave may continue to participate in insurance programs covered by this Agreement on a monthly basis to the District as is allowed by the insurance carrier.

Section 9.3. Extension of leave of absence for illness or injury shall be granted for one additional year or semester on written recommendation of the employee's physician.

Section 10 - Public Office Leave

Section 10.1. Employees shall be granted, when required, Public Office Leave, without pay, for serving in an elected or appointed position provided such position does not extend beyond two (2) full years. Upon return, the employee shall be returned to his/her former position, if available or a substantially equivalent position with at least equivalent compensation when one is available. He/She shall retain, but not accrue, seniority and salary schedule placement.

Section 11 - Personal Leave

Section 11.1. Each employee shall be granted one (1) day paid leave per year for matters of a personal nature. Employees who have worked for Central Kitsap School District for at least five (5) years will be granted one (1) additional day of personal leave. Employees who have worked for Central Kitsap School District for at least twelve (12) years will be granted a third day of personal leave.

- A. Personal leave shall not be charged to sick or emergency leave.

- B. Personal leave may be accumulated to a total of six (6) days. The District will buy back the first and second days of personal leave earned during that year at the employee's regular hourly rate upon employee request at the end of the employee's work year. The third day granted to twelve (12) year employees will not be bought back, and no leave accumulated from year to year may be bought back.
- C. Request for personal leave must be made no less than forty-eight (48) hours in advance of leave.
- D. No more than three (3) employees at a work site will be granted personal leave on the same day. Personal leave shall be granted on a first come first served basis.
- E. A qualified substitute employee must be available if needed in order for the leave to be granted.
- F. Subject to subsections C through E above, employees whose work year is less than twelve (12) months will be granted two (2) unpaid personal leave days during their work year. Two (2) unpaid personal leave day may be carried over. Unpaid personal leave may be accumulated up to a total of four (4) days.
- G. Employees may choose to share one (1) day of paid personal leave per year with another classified employee. The donating employee's day will be considered equal to the receiving employee's day regardless of total daily hours for each.

Section 11.2. Employees will be eligible to cash-out up to three (3) accrued personal days upon retirement.

Section 12 - Association Released Time Leaves

Section 12.1. Association Released Time. The District shall grant, to Association designated employee(s), up to one hundred and fifty (150) hours of paid released time each school year. All such leave is subject to approval of the Superintendent or designee. The Association shall designate such employees to conduct Association business or attend Association activities. The District will be reimbursed for all costs of release, except when release time, during the school day, is of mutual benefit to the Association and the District.

Section 12.2. Association President's Released Time: Upon request of the Association, the District shall release the Association President up to full-time on an annual basis subject to reimbursement of all costs of such release to the District by the Association. Such Association president's released time shall be in addition to the released time described in Section 12.1. above.

12.2.1. Upon completion of the leave, such employee shall be returned to her/his prior assignment which shall include hours and days worked.

Section 13 - Substitute Coverage

Section 13.1. The District will consistently make a good faith effort to provide substitutes within budget to cover absences of office managers, support secretaries, noon assistants, library clerks, custodial employees, and bus drivers.

ARTICLE IX

SENIORITY, TRANSFER/PROMOTION, AND LAYOFF RECALL PROCEDURES

Section 1 - Seniority

- Section 1.1.** Except as provided below, the employee's seniority date shall be defined as the employee's date of hire within a specific job classification. Accrued seniority becomes effective and available for use following successful completion of the probationary period. (See Article III, Section 4.1.)
- 1.1.1.** If two employees are tied, the employee with the greatest total seniority in the District shall be senior. If a tie still remains, the seniority shall be determined by lot.
- 1.1.2.** Seniority rights shall be effective within each job classification as outlined in Schedule C. The classifications are as follows: Assistants; Bus Assistant; Bus Driver; Custodial; Fiscal; Food Service; Garage; Maintenance; Miscellaneous Trades; Overload Assistants; Photocopy; Pool Services; Professional Technical; Secretarial/Clerical; Student Monitor.
- 1.1.3.** Seniority rights once earned in a specific job classification shall remain available to the employee for consideration during the hiring process, reduction in force (RIF), and recall purposes to the extent that such person remains an employee within the District. Employees on Medical Leave of Absence and/or L & I Leave will continue to accrue seniority for up to one (1) year after paid leave is exhausted. Employees on other leaves of absence, with the exception of Military Leave (Article VIII, Section 8.2.), will not continue to accrue seniority.
- 1.1.4.** The seniority rights of an employee shall be lost upon the:
- A. date of resignation
 - B. date of discharge for any reason contained in this Agreement
 - C. date of retirement
 - D. day following conclusion date of a temporary position if that is the only position in which the employee is hired.
- 1.1.5.** Seniority rights shall not be lost for the following reasons:
- A. Time lost by reason of industrial accident, industrial illness or jury duty; or
 - B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
 - C. Time spent on other authorized leave of absence, not to exceed one year unless such leave is renewed for the second year.
- 1.1.6.** The employee with the greatest seniority shall be given preference regarding shift selection.

- 1.1.7. Current employees must work in a temporary position for more than ninety (90) days to accrue seniority in that classification.
- 1.1.8. Current employees filling temporary positions for ninety (90) days or less are not eligible for layoff and recall rights in the classification of the temporary position (Article IX, Section 4).

Section 2 - Assignment and Transfer

- Section 2.1.** The District shall publicize within the bargaining unit the availability of new and/or vacant positions within the bargaining unit at least five (5) working days before filling the position, except as provided in Section 2.1.1. and 2.1.2. below. The initial vacated position will be the posted position. The five (5) working day posting time shall commence on the day the position is posted on the District website. All publication/posting shall include the following format: Beginning salary, shift hours, intended initial work site or a statement that the positions are anticipated and will be at various buildings and annual days of employment, whether the position is regular or temporary, and if temporary, why.
- 2.1.1. Crossing Guard and Noon Assistant positions of not more than two (2) hours per day shall be posted for three (3) days, and may be posted and hired in the building.
 - 2.1.2. Other positions of not more than four (4) hours that have not been assigned according to reassignment procedures may be posted in the building for three (3) days and may be hired in the building provided that the position is assigned to the senior most qualified employee in the building in the classification who applies. If the position is not so assigned, other applicants shall be interviewed and the most qualified employee outside of the classification may be hired. In the event there is not a qualified applicant in the building, the position shall be posted District wide pursuant to Section 2.1.
 - 2.1.3. Vacant nutrition assistant and secondary cook positions of any hours in the Food Services Department shall be posted for three (3) days in the Department and filled by seniority within the job description.
- Section 2.2.** When an In-District transfer occurs as a result of a posting, the vacancy created by the transfer may be filled from the same posting provided it is appropriate to the vacancy created by transfer.
- Section 2.3.** Seniority in the classification, performance, reference checking, training, experience, and the recommendation of the interview teams, shall be criteria for filling bargaining unit positions. The order in which the criteria are listed does not imply any priority.
- Section 2.4.** Employee applicants not granted an interview will be so notified prior to interviews taking place.
- Section 2.5.** All interviewed employees will be notified of the status of the desired position in a timely manner.
- Section 2.6.** Based on the hiring criteria, (section 2.3) if it is determined that a junior employee or non-employee is substantially better qualified, the senior employee may, within ten (10) days of such determination, request in writing a written statement to the employee and the Association stating the reasons for the selection. These communications shall be delivered in a timely fashion to allow the senior employee an opportunity to file a grievance within the time allowed.
- Section 2.7.** Employees transferred to another position shall be given a maximum twenty (20) working days trial period. The District may request a 10-day extension. If the District determines that the employee is unsatisfactory, the employee may be involuntarily transferred to his/her former position.

2.7.1. Notwithstanding any other provisions of this Agreement, an employee may, subject to the following restrictions, be involuntarily transferred to address a significant performance problem or to solve a significant problem between employees. Such transfers shall not exceed four employees per school year. No employee shall suffer a reduction of pay as a result of involuntary transfer, except as provided in paragraph "d" below.

- a. Prior to the implementation of such an involuntary transfer, the District will have worked with the employee toward improvement. If the problem still exists, the District and the Association will meet to discuss the circumstances of and the necessity for the proposed transfer.

Once the transfer has occurred, the District and employee may determine that a staff development plan is desirable and in such case a mutually agreed upon program of positive assistance will be developed. Positive assistance may include, but not be limited to consultation, release time, tuition assistance, and work site visitation.

- b. No employee shall be required to accept an assignment for which he/she does not have the proper qualifications.
- c. The District's determination of need for an involuntary transfer shall not be subject to the grievance procedures of this agreement.
- d. If the involuntary transfer was to a position at a lower rate of pay, the District may in the future offer the involuntarily transferred employee the opportunity to return to the original position, or to another position at the same rate of pay as the original position. If the employee declines the opportunity, his/her pay will be reduced to the rate for the position held.
- e. No employee will be transferred to create a vacancy without the agreement of CKESP. An employee who is transferred to create a vacancy for an involuntary transfer will have:
 - 1) first right of refusal to any vacant position in the same classification and at the same rate of pay for a period of one year from the date of the transfer.
 - 2) two paid days for moving and orientation.
 - 3) additional assistance as may be agreed between CKESP and the District.

Section 3 - Current Employees and Temporary Assignments

Section 3.1. Current employees will be allowed to retain rights to their regular position and are eligible to apply for temporary positions under the following conditions:

- 1. the temporary position is thirty (30) or more days in duration and
- 2. the temporary position provides an opportunity to assume significantly different responsibilities and experiences in order to enhance an employee's skills and
- 3. the temporary position must be at an equal or higher rate of pay.

This provision does not allow a domino effect. Only one transfer may occur.

(See Article IX, Section 1.1.4. for seniority implications.)

Section 4 - Layoff and Recall

Section 4.1. The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority.

Section 4.2. Layoff: Layoff shall be defined as a necessary reduction in the work force. In the event of a necessary reduction in work force, the District shall first lay off the least senior employee(s) in the affected job description. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position in that classification. In the event of layoff, the District shall provide written notice to all affected employees and the President. Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval. All retained employees face possible reassignment to fill vacancies created by lay off. Employees shall suffer no loss in pay due to such reassignment. Lay-off shall be further defined as a reduction of at least two hours or all of the employees regularly assigned (not temporary or substitute) work time in all job descriptions and classifications. An employee who is laid off under this definition has recall rights in each classification in which the employee has contract seniority.

Section 4.3. Recall: Employees who are laid off shall be placed in a reemployment pool. Employees shall be recalled to work in their classification for which they are qualified in order of seniority. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records and a copy sent to the Association. The notice shall include the time and date the employee is to report back to work. It is the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Employees on lay-off will not be recalled to positions which exceed the hours lost in lay-off while there is a senior employee in the classification who would otherwise be assigned the position under the transfer language of this agreement.

Nothing contained in the section shall obligate the District to create, eliminate, combine, or separate assignments to accommodate employees.

Section 4.4. An employee on layoff status shall file their address, in writing with the Human Resources Department of the District, and shall thereafter promptly advise the District in writing of any change of address.

ARTICLE X

DISCIPLINE

Section 1 - Discipline

- Section 1.1.** No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- Section 1.2.** Employees will be advised of their right to representation. Employees will be allowed to have a representative of his/her choosing at any disciplinary meeting.
- Section 1.3.** Any disciplinary action shall occur within twenty (20) working days of the time that the supervisor should reasonably have known of the alleged infraction. When outside agencies are involved such as law enforcement, both the District and the Association may mutually agree to an open-ended timeline.
- Section 1.4.** The District agrees to follow a policy of progressive discipline from oral reprimand through termination. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The District may bypass steps in progressive discipline because of the severity of the conduct.
- Section 1.5.** Any complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee before discipline is imposed.

ARTICLE XI

INSURANCE AND RETIREMENT

Section 1 - Insurance

Section 1.1. CKESP bargaining unit members who work at least 1,350 hours per year will be eligible for the same state allocated maximum monthly insurance benefits contribution as granted a 1.0 FTE certificated bargaining unit member. This amount will be based on the state allocated amount for each District certificated FTE and the District will add an additional \$40.00 per Classified FTE. No amount will be deducted for the current state retiree subsidy. In addition, one (1) percent above the current state retiree subsidy will be added to the insurance pool for each FTE. The district will pool all of the insurance benefits generated by the FTE and deduct the amount for Mandatory Long Term Disability and Life Insurance premiums if the member meets the eligibility requirements for such benefits. Employees who work less than 1,350 hours will receive a pro-rated benefits contribution. The maximum monthly benefits contribution for a classified bargaining unit member with 1,350 hours will not be less than the State allocation.

Section 1.2. The Monthly State insurance allocation per FTE shall be pooled and shall be used to purchase the basic insurance benefit program for bargaining unit employees as described below:

- A. Mandatory Family Dental
- B. Optional Employee/Family Medical
- C. Mandatory Vision

Section 1.3. Married employees of the District who are both District employees have the option of combining their available benefit dollars in order to jointly enroll in a single medical plan.

Section 1.4. The pool shall be used first to provide premium payments for family dental, vision insurance, long-term disability and life insurance. The remaining pool dollars are available to pay premiums for optional employee/family medical. Members should refer to the District benefit booklet for the current year for eligibility.

Section 1.5. The Association shall be represented on the District Insurance Committee which recommends coverage, carriers and other matters relating to insurance benefits to the District. The District's Insurance Committee may review pool usage to obtain full utilization. Recommendations for changes will be made to the Superintendent/designee and the presidents of the Associations.

Section 1.6. After pooled dollars have been used to fully fund benefits outlined above, if there are dollars remaining in the pool, these dollars will be divided equally over all employees in the group. These excess dollars shall be used to purchase the following voluntary plans:

- 1. Dependent Life Insurance
- 2. Short-Term Salary Insurance (composite rate)

Section 1.7. In addition to the above programs, employees may enroll in the following approved voluntary programs*. All premiums for these voluntary programs will be paid by individual employee payroll deduction.

1. Optional Life Insurance
2. Additional Salary Insurance

*Employees may continue existing cancer insurance paid by payroll deduction.

Section 1.8. Employees on a District-approved leave of absence or on layoff status shall be allowed to continue their basic insurance benefit coverage via self-pay to the District on a monthly basis as allowed by the insurance carrier.

Section 1.9. All regularly assigned hours of District employment shall be utilized in computing an employee's insurance premium full-time equivalency (FTE).

Section 1.10. Employees who are less than full-time equivalent (FTE) employees shall have their monthly pro-rata share determined by September 16 or when employed. Entitlement will be finally established November 1 and will be subsequently adjusted if the employee's regular work schedule is changed by one (1) hour or more per day.

Section 2 - Tort Liability

Section 2.1. The District shall provide tort liability coverage for all employees subject to this Agreement for their good faith acts or omissions in the scope of their employment and in the furtherance of the District's legitimate business.

Section 3 - State Industrial Insurance

Section 3.1. The District shall make required contributions for State Industrial on behalf of all employees subject to this Agreement or provide an adequate self-insurance plan.

Section 3.2. In accordance with Washington State Law (RCW 51.32.090 (8)), employees who are absent from work because of an on-the-job injury may choose to use their accrued leave while receiving time loss payments under the Worker's Compensation program for the same period of disability.

Section 4 - Employee Insurance Protection

Section 4.1. The District shall provide such insurance for the protection of employees as is required by Washington State Law.

Section 5 - Retirement

Section 5.1. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise of those employees regularly hired to work the requisite hours as determined by rules and regulations of the Public Employees' Retirement System.

ARTICLE XII

EMPLOYEE TRAINING PROGRAMS

Section 1 - Employee Training

Section 1.1. Employees attending training courses required by Federal or State regulation, or District policy as a condition of continued employment will be paid by the School District at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition and transportation costs.

Section 1.2. The District shall provide funds for employee professional development. The District and the Association shall form a committee to determine equitable utilization of such professional development funds. The committee will consist of the Human Resources Director, an administrative representative from the Curriculum Department, and three (3) representatives chosen by the Association. Prior to April 30, the committee will meet to review and revise procedures under which requests for professional development are granted for the upcoming school year.

Section 2 - Training Incentive Program

Section 2.1. All regular employees are eligible to participate in Plan III of the Training Incentive Program. Substitute employees are not eligible for participation.

2.1.1. New participants will not be accepted in Plan I or II. Employees currently participating in Plan I or II will remain at their current (see 2.4. and 2.5.) certificate, degree, or credit level. Participants in Plan I or II may concurrently participate in Plan III.

2.1.2. An employee participating in Plan I or II who does not meet the hour or credit requirement in any given year (2.1.3) will be permanently ineligible to participate in Plan I or II.

2.1.3. In order to maintain status in Plan I or II, participating employees must, each year prior to January 31, earn a minimum of four (4) hours or equivalent college credits and submit supporting documentation. These maintenance (4) hours for Plan I or II are not eligible for compensation through participation in Plan III. However hours earned beyond this requirement are eligible for compensation through Plan III. Hours or credits for which the District paid tuition, registration, travel or other expenses do not fulfill this requirement.

2.1.4. All hours/credits, must be earned on the employee's own (unpaid) time, and must be relevant to the employee's current assignment.

Section 2.2. Annual funding for the Training Incentive Program will be \$80 per classified FTE (Full Time Equivalent) based on the October 1 FTE count.

2.2.1. Participating employees shall receive no more than \$600 during any given year for credits/hours earned through the Training Incentive Program.

2.2.2. TIP applications and documentation submitted between November 15 and November 30 will be paid in the January paycheck for training that takes place between February 1 and October 31. Payments will be paid only to current employees.

- 2.2.3. TIP applications and documentation submitted between March 15 and March 31 will be paid in the May paycheck for training that takes place between February 1, and February 28. Payments will be paid only to current employees.
- 2.2.4. TIP applications and documentation must be submitted within one year of completed training.
- 2.2.5. In the event requests for compensation for the Training Incentive Program exceed the budget allocation, the dollar figure for each participant will be reduced by an equal percentage.
- 2.2.6. All unspent funds for the Training Incentive Program will be carried over to the following school year.

Section 2.3. The Training Incentive Program shall be administered by a joint committee consisting of no more than two (2) representatives appointed by the Association and no more than two (2) representatives of the School District.

- 2.3.1. Any dispute regarding the implementation of the program will be referred to and resolved by this Training Incentive Program Committee.
- 2.3.2. The Training Incentive Program Committee shall determine eligibility of clock hours or credits submitted by employees.

Section 2.4. Plan I Professional Standards/National Association of Educational Office Personnel: The District will pay annually the following amounts (pending available funds) to employees who have earned the following certification prior to the 1999-00 school year:

Basic Certificate	\$125.00
Associate/Professional	\$175.00
Advanced I	\$225.00
Advanced II	\$275.00
Advanced III	\$325.00
Bachelor's Degree Certificate	\$375.00
Master's Degree Certificate	\$425.00

Section 2.5. Plan II: The District will pay annually the following amounts (pending available funds) to employees who have earned the following approved quarter hour credits/degrees prior to the 1999-00 school year. For approval, the credit or degree shall be relevant to the employee's current assignment.

45 quarter credits	\$125.00
90 quarter credits	\$175.00
135 quarter credits	\$225.00
150 quarter credits	\$275.00
165 quarter credits	\$325.00
180 quarter credits	\$375.00
Bachelor's Degree	\$375.00
Master's Degree	\$425.00

- Section 2.6.** Plan III: The District will pay annually for approved hours and college quarter credits at the rate of \$15.00 per hour (pending available funds).
- 2.6.1.** Credits and/or hours under Plan III must be earned during employment with Central Kitsap School District. Hours awarded by the Washington Education Association shall meet the criteria for Plan III.
 - 2.6.2.** All hours/credits, must be earned on the employee's own (unpaid) time, and must be relevant to the employee's current assignment. 10 clock hours = one quarter credit.
 - 2.6.3.** Hours or credits earned between February 1 of the preceding year and January 31 of the current year constitute the yearly program. Hours will be paid on a one time only basis.
- Section 2.7.** First Aid, CPR, Crisis Prevention, Disaster Preparedness, Child Abuse, Drug and/or Alcohol Abuse, and Sexual Harassment classes are approved for Plan III when taught by a recognized provider. Additional classes may be considered for approval with appropriate rationale. The Training Incentive Program Committee is responsible for determination of eligibility.
- 2.7.1.** For the classes listed above and other approved courses (2.7.) that do not offer clock hours, the equivalent of one hour will be granted for each hour of attendance with appropriate documentation.
 - 2.7.2.** An employee who has the opportunity to attend a class on paid time and has not done so, is not eligible for training incentive funds for attending a class similar in content – to be determined by the Training Incentive Program Committee.
 - 2.7.3.** These classes must meet all qualifying criteria.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1 - Definitions

- Section 1.1.** "Grievant" shall mean a bargaining unit member or group of bargaining unit members or the Association.
- Section 1.2.** "Grievance" shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement.
- Section 1.3.** "Days" shall mean non-holiday weekdays.

Section 2 - Time Limits

- Section 2.1.** If the grievant fails to file or appeal according to the time lines set out herein; the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed, but may be extended by mutual concurrence of the parties.

Section 3 - Rights to Representation

- Section 3.1.** A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
- Section 3.2.** In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two (2) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
- Section 3.3.** No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section 4 - Individual Right

- Section 4.1.** Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problems adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Section 5 - Procedures

Grievances shall be processed in the following manner:

STEP 1. Prior to filing a formal grievance, employees and their administrators shall attempt to resolve problems through free and informal communications.

STEP 2. In the event the issue is not resolved through the informal process above:

Within twenty-five (25) days of the a perceived contractual violation or delivery of formal discipline, the formal grievance shall be presented in writing to the employee's administrator, who will arrange for a conference between him/her self, the grievant, and the Association representative to take place within five (5) days after receipt of the grievance. The administrator shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include all reasons upon which the decision was based.

Association Grievances: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance. The parties may agree that an Association grievance may be initiated at Step 3.

STEP 3. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within the time line, the grievance may be appealed, within ten (10) days, to the Superintendent. The Superintendent shall arrange for a hearing with him/herself; the grievant; the first level administrator, a representative of Human Resources, and the Association. The parties shall have the right to include in the presentation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with reasons for the decision to the grievant and the Association.

STEP 4. Arbitration: If the Association is not satisfied with the decision at Step 3, or if no disposition has been made within the time line, the Association may submit, within ten (10) days, a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent.

The arbitration shall be controlled by the AAA Labor Arbitration Rules, provided that the parties shall strike names from the panel selected by AAA within (10) days of receipt of such panel.

The arbitrator shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decisions, twenty (20) days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).

The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:

- (1) The termination of services or failure to re-employ any employee to a stipend position.
- (2) Any matter involving termination of a substitute, temporary, supplemental, student or probationary employee.
- (3) Any matter involving employee evaluation provided the evaluation procedure may be reviewed for procedural error.
- (4) Any matter involving an alleged violation of a provision of this contract which is not applicable to the grievant.

The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses, and the cost of any hearing room will be shared by both parties.

ARTICLE XIV

SALARIES AND EMPLOYEE COMPENSATION

Section 1 - Salary Provisions

Section 1.1. Employees shall be compensated for all required hours worked in accordance with the Fair Labor Standards Act and Appendix A – Classified Salary Schedule, attached hereto, and other terms of this Agreement.

Section 1.2. Each employee signing or submitting a time card shall, upon request, be provided with a copy of said time card. Information on time cards shall not be changed prior to consultation and written notice to employee.

Section 1.3. Payroll for full-time employees (2,080 annual hours, as adjusted): Full-time employees will be compensated for all annual hours at the appropriate regular hourly rate divided into twelve (12) equal payments.

Section 1.4. Salaries contained in Appendix A – Classified Salary Schedule shall be for the appropriate fiscal year.

Section 1.5. The District recognizes the value of long-term employment with the District. Therefore, after completion of 12 years of employment with the District, employees will be paid a longevity percentage on their hourly rate as follows:

- Continuous Years 13-15, 1% of salary placement on Appendix A - Classified Salary Schedule
- Continuous Years 16-20, 2% of salary placement on Appendix A - Classified Salary Schedule
- Continuous Years 21-25, 3% of salary placement on Appendix A - Classified Salary Schedule
- Continuous Years 26 on, 4% of salary placement on Appendix A - Classified Salary Schedule

Longevity is contingent on the continuation of local levy funding.

Section 2 - Increments

Section 2.1. All current regular employees, including regular employees hired into a different position or adding additional regular hours in a different position, will receive a step increase on September 1 of each year.

Section 2.2. Incremental steps shall be applied to compensation of eligible new employees on September 1 of each year in which they have been employed with the District prior to February 1 for non 12-month employees and prior to March 1 for 12-month employees.

Section 3 - Salary Schedule Placement on Transfer

Section 3.1. An employee who is transferred to another position which is paid more per hour than the previous position, and is in the same seniority classification will be given the lowest placement on the new salary schedule range which results in a raise of at least \$.35 per hour.

An employee who is transferred to another position which is paid more per hour than the previous position, but is in a different seniority classification will be given the lowest placement on the new salary schedule range which does not result in the loss of pay.

Section 3.2. A new employee will be granted experience and placed on the appropriate step on the salary schedule, based on *like* employment in an “out of state” school district. (In-state experience for like employment is provided as stated in the Revised Code of Washington.) This does not apply to seniority.

Section 4 - Pay Regular Employees Substituting for Others

Section 4.1. Employees substituting in a position regularly held by an employee paid at a higher hourly rate except for Administrative Secretaries, and who perform all of the duties of the position as they arise, shall be given the lowest placement on the position’s salary range which results in a raise of at least \$.50 per hour after the second day worked. Maintenance Crafts position when being substituted by Journeyman shall be paid on the Journeyman range/level. On the second and subsequent occurrences involving the same replacement employee and the same position, the higher pay shall be effective with the first day worked.

Section 5 - Rehired Employees Placement

Section 5.1. An employee returning to employment with the Central Kitsap School District shall be granted appropriate salary and vacation credits in the District, provided that such action shall not violate state statutes or other portions of this Agreement.

Section 6 - Rate of Pay for Committee Participation

Section 6.1. Employees participating in District committees, including those at the work site, before and after their workday shall be provided an hourly rate equal to that of other committee members receiving a stipend for participation. This shall not include in-service training.

Section 7 - Travel Reimbursement

Section 7.1. Employees required to use personal vehicles to travel between work assignments during the employee's assigned shift, shall be reimbursed at District established mileage and distance rates.

Section 7.2. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures at rates established by District policy.

ARTICLE XV

TERM OF AGREEMENT

- Section 1.1.** The term of this Agreement shall be September 1, 2017, to August 31, 2019. (Two (2) year duration, revised September 2017)
- 1.1.1.** This Agreement shall be reopened in the spring for negotiations on salary and insurance benefits.
- Section 1.2.** This Agreement represents the entire agreement between the Board and the Association and supersedes all prior agreements and cancels all previous agreements.

Central Kitsap School District #401

Central Kitsap School District

Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Assistants

Step	Certified Occupational Therapist Aide	Certified SLPA	Discipline Assistant	Educational Interpreter	In-School Suspension Monitor	Marketing Assistant	Native American Coordinator	Paraeducator I	Paraeducator II	Paraeducator-KAP	Paraeducator-Medically Fragile (LPN)	Specialist - Visually Impaired	Transition Coordinator
1	23.15	21.44	15.49	24.73	17.20	15.49	18.74	17.20	17.88	18.55	24.92	21.80	20.33
2	23.64	21.68	15.68	25.31	17.47	15.68	19.24	17.47	18.14	18.84	25.17	22.15	20.89
3	24.16	21.90	15.88	25.86	17.75	15.88	19.68	17.75	18.40	19.14	25.42	22.51	21.40
4	24.70	22.14	16.08	26.42	18.02	16.08	20.10	18.02	18.66	19.43	25.67	22.87	21.92
5	25.25	22.38	16.28	27.00	18.29	16.28	20.56	18.29	18.92	19.72	25.92	23.23	22.42
6	25.83	22.62	16.49	27.61	18.56	16.49	21.05	18.56	19.18	20.01	26.17	23.59	22.95
7	26.39	22.85	16.68	28.21	18.83	16.68	21.48	18.83	19.44	20.31	26.41	23.95	23.47
8	26.98	23.09	16.88	28.84	19.10	16.88	21.97	19.10	19.70	20.60	26.66	24.30	23.92
9	27.57	23.32	17.08	29.51	19.37	17.08	22.41	19.37	19.96	20.89	26.91	24.66	24.45
10	28.17	23.56	17.28	30.12	19.62	17.28	22.92	19.62	20.21	21.14	27.38	25.04	25.04
Substitute	20.84	19.30	13.94	22.26	15.48	13.94	16.87	15.48	16.09	16.70	22.43	19.62	18.30

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	28.45	23.80	17.45	30.42	19.82	17.45	23.15	19.82	20.41	21.35	27.65	25.29	25.29
10 + 2%	28.73	24.03	17.63	30.72	20.01	17.63	23.38	20.01	20.61	21.56	27.93	25.54	25.54
10 + 3%	29.02	24.27	17.80	31.02	20.21	17.80	23.61	20.21	20.82	21.77	28.20	25.79	25.79
10 + 4%	29.30	24.50	17.97	31.32	20.40	17.97	23.84	20.40	21.02	21.99	28.48	26.04	26.04

Central Kitsap School District #401

Central Kitsap School District

Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Bus Assist.		Bus Driver		Copy Center		Custodian						
Step	Bus Assistant	Bus Driver	Driver Trainer (Training Hours Only)	Step	Copy Center Spec.	Step	Custodian	Custodian - Day	Head Custodian- Elem	Head Custodian- Sec	Head Custodian- Supp Rte	Laundry Worker/ Transporter
1	17.88	21.11	22.38	1	18.64	1	19.30	19.88	20.68	21.07	21.07	17.58
2	18.09	21.37	22.65	2	18.92	2	19.50	20.09	21.00	21.41	21.41	17.81
3	18.31	21.64	22.95	3	19.20	3	19.71	20.30	21.33	21.74	21.74	18.04
4	18.53	21.92	23.23	4	19.48	4	19.92	20.52	21.65	22.08	22.08	18.27
5	18.74	22.18	23.51	5	19.77	5	20.13	20.73	21.98	22.42	22.42	18.49
6	18.96	22.45	23.79	6	20.05	6	20.34	20.95	22.31	22.75	22.75	18.72
7	19.18	22.72	24.09	7	20.33	7	20.55	21.17	22.63	23.09	23.09	18.95
8	19.40	22.98	24.36	8	20.61	8	20.76	21.38	22.96	23.43	23.43	19.18
9	19.61	23.25	24.64	9	20.89	9	20.97	21.60	23.28	23.76	23.76	19.41
10	19.83	23.52	24.93	10	21.19	10	21.18	21.82	23.61	24.07	24.07	19.62
Substitute	16.09	19.00	20.14	Substitute	16.78	Substitute	17.37	17.89	18.61	18.96	18.96	15.82

Custodial Helper paid at current minimum wage

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	20.03	23.76	25.18
10 + 2%	20.23	23.99	25.43
10 + 3%	20.42	24.23	25.68
10 + 4%	20.62	24.46	25.93

10 + 1%	21.40
10 + 2%	21.61
10 + 3%	21.83
10 + 4%	22.04

10 + 1%	21.39	22.04	23.85	24.31	24.31	19.82
10 + 2%	21.60	22.26	24.08	24.55	24.55	20.01
10 + 3%	21.82	22.47	24.32	24.79	24.79	20.21
10 + 4%	22.03	22.69	24.55	25.03	25.03	20.40

Central Kitsap School District #401

Central Kitsap School District
Appendix A - CKESP Salary Schedule
Effective September 1, 2017 through August 31, 2018

Fiscal					
Step	Acct Tech - Business Office	Acct Tech - Facilities Dept.	Budget/ Acct Technician	Internal Controls/ ASB	Payroll Officer
1	26.36	26.36	27.00	26.36	26.36
2	26.63	26.63	27.35	26.63	26.63
3	26.90	26.90	27.69	26.90	26.90
4	27.17	27.17	28.04	27.17	27.17
5	27.44	27.44	28.39	27.44	27.44
6	27.71	27.71	28.74	27.71	27.71
7	27.99	27.99	29.08	27.99	27.99
8	28.26	28.26	29.43	28.26	28.26
9	28.53	28.53	29.78	28.53	28.53
10	28.80	28.80	30.11	28.80	28.80
Substitute	23.72	23.72	24.30	23.72	23.72

Food Services							
Step	Food Serv Coord	Nutrition Asst I	Nutrition Asst II	Production Cook	Production Lead Cook	Secondary Asst Cook	Secondary Cook
1	20.33	13.40	14.88	16.03	19.85	16.27	18.08
2	20.89	13.60	15.05	16.27	20.19	16.49	18.32
3	21.40	13.79	15.21	16.51	20.53	16.70	18.56
4	21.92	13.99	15.39	16.75	20.86	16.91	18.80
5	22.42	14.18	15.56	16.99	21.20	17.13	19.03
6	22.95	14.38	15.73	17.22	21.54	17.34	19.27
7	23.47	14.57	15.90	17.46	21.87	17.56	19.50
8	23.92	14.77	16.06	17.70	22.21	17.79	19.74
9	24.45	14.97	16.24	17.94	22.53	17.98	19.98
10	25.04	15.18	16.40	18.20	22.91	18.20	20.22
Substitute	18.30	12.06	13.39	14.43	17.87	14.64	16.27

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	29.09	29.09	30.41	29.09	29.09
10 + 2%	29.38	29.38	30.71	29.38	29.38
10 + 3%	29.66	29.66	31.01	29.66	29.66
10 + 4%	29.95	29.95	31.31	29.95	29.95

10 + 1%	25.29	15.33	16.56	18.38	23.14	18.38	20.42
10 + 2%	25.54	15.48	16.73	18.56	23.37	18.56	20.62
10 + 3%	25.79	15.64	16.89	18.75	23.60	18.75	20.83
10 + 4%	26.04	15.79	17.06	18.93	23.83	18.93	21.03

Central Kitsap School District #401

Central Kitsap School District
Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Garage			
Step	Garage Mechanic	Mechanic Assistant	Vehicle Service Attendant
1	26.28	24.02	15.49
2	26.56	24.22	15.68
3	26.85	24.42	15.89
4	27.12	24.62	16.08
5	27.40	24.83	16.28
6	27.67	25.02	16.47
7	27.95	25.23	16.68
8	28.23	25.42	16.88
9	28.51	25.63	17.07
10	28.78	25.83	17.28
Substitute	23.65	21.62	13.94

Information Technology							
Step	Application Support Coordinator	Coordinator of Student Information Systems	Database Administrator	Enterprise System Engineer	Internet/ Intranet App Dev	Network Specialist	Web and Social Media Content Developer
1	29.64	31.68	39.41	33.99	35.56	27.00	35.56
2	30.07	32.22	40.34	34.46	36.03	27.35	36.03
3	30.51	32.76	41.28	34.93	36.51	27.69	36.51
4	30.94	33.31	42.21	35.39	36.99	28.04	36.99
5	31.37	33.85	43.15	35.86	37.47	28.39	37.47
6	31.81	34.39	44.08	36.33	37.94	28.74	37.94
7	32.24	34.94	45.01	36.79	38.42	29.08	38.42
8	32.68	35.48	45.95	37.26	38.90	29.43	38.90
9	33.11	36.02	46.88	37.73	39.38	29.78	39.38
10	33.54	36.55	47.83	38.22	39.87	30.11	39.87
Substitute	26.68	28.51	35.47	30.59	32.00	24.30	32.00

Technical Support Team Leader = \$3,000 annually

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	29.07	26.09	17.45
10 + 2%	29.36	26.35	17.63
10 + 3%	29.64	26.60	17.80
10 + 4%	29.93	26.86	17.97

10 + 1%	33.88	36.92	48.31	38.60	40.27	30.41	40.27
10 + 2%	34.21	37.28	48.79	38.98	40.67	30.71	40.67
10 + 3%	34.55	37.65	49.26	39.37	41.07	31.01	41.07
10 + 4%	34.88	38.01	49.74	39.75	41.46	31.31	41.46

Central Kitsap School District #401

Central Kitsap School District

Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Maintenance

Step	Environmental Specialist	General Laborer	Groundskeeper I	Groundskeeper II	Maint. Tech-Carpenter, Carpenter/Fire Alarms, Locksmith, Painter, Roofer/Glazer, Welder	Maint. Tech-Electrician, HVAC, Plumber	Journeyman Maint. Tech-Electrician, HVAC, Plumber	Mechanic Asst-HVAC	Maintenance Assistant
1	32.76	17.58	23.08	25.24	25.90	26.15	28.13	23.08	19.27
2	33.37	17.81	23.29	25.46	26.15	26.41	28.78	23.29	19.52
3	33.98	18.04	23.51	25.67	26.34	26.67	29.38	23.51	19.77
4	34.59	18.27	23.73	25.89	26.55	26.93	29.97	23.73	20.01
5	35.20	18.49	23.95	26.11	26.77	27.18	30.57	23.95	20.25
6	35.81	18.72	24.16	26.32	26.99	27.44	31.17	24.16	20.50
7	36.41	18.95	24.38	26.54	27.19	27.70	31.77	24.38	20.75
8	37.02	19.18	24.60	26.76	27.41	27.96	32.36	24.60	21.00
9	37.63	19.41	24.82	26.98	27.63	28.23	32.96	24.82	21.25
10	38.22	19.62	25.04	27.16	27.85	28.49	33.54	25.04	21.49
Substitute	29.48	15.82	20.77	22.72	23.31	23.54	25.32	20.77	17.34

Misc. Trades

Step	Delivery Driver	Laundry Worker/ Transporter
1	20.71	17.58
2	20.98	17.81
3	21.25	18.04
4	21.51	18.27
5	21.79	18.49
6	22.06	18.72
7	22.33	18.95
8	22.6	19.18
9	22.87	19.41
10	23.15	19.62
Substitute	18.64	15.82

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	38.60	19.82	25.29	27.43	28.13	28.77	33.88	25.29	21.70
10 + 2%	38.98	20.01	25.54	27.70	28.41	29.06	34.21	25.54	21.92
10 + 3%	39.37	20.21	25.79	27.97	28.69	29.34	34.55	25.79	22.13
10 + 4%	39.75	20.40	26.04	28.25	28.96	29.63	34.88	26.04	22.35

10 + 1%	23.38	19.82
10 + 2%	23.61	20.01
10 + 3%	23.84	20.21
10 + 4%	24.08	20.40

Central Kitsap School District #401

Central Kitsap School District

Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Overload Assistant

Step	Overload Assistant
1	14.62
2	14.9
3	15.18
4	15.46
5	15.75
6	16.03
7	16.31
8	16.59
9	16.88
10	17.15
Substitute	13.16

Pool Services

Step	Assistant Pool Coordinator	Pool Coordinator	Pool Guard/Swim Instructor	Pool Guard (students)
1	17.39	23.19	14.00	14.00
2	17.64	23.56	14.35	
3	17.89	23.94	14.70	
4	18.14	24.30	15.10	
5	18.39	24.67	15.44	
6	18.64	25.05	15.75	
7	18.89	25.42	16.12	
8	19.14	25.79	16.49	
9	19.39	26.16	16.78	
10	19.62	26.54	17.15	
Substitute	15.65	20.87	12.60	

Pool Guards to be paid on Step 1 of the Pool Guard/Swim Instructor range

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	17.32
10 + 2%	17.49
10 + 3%	17.66
10 + 4%	17.84

10 + 1%	19.82	26.81	17.32	
10 + 2%	20.01	27.07	17.49	
10 + 3%	20.21	27.34	17.66	
10 + 4%	20.40	27.60	17.84	

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Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Secretarial/Clerical

Step	Accounting -Special Services	Contract/ Closeout Specialist	Data Analysis Specialist	Department Secretary	Department Secretary- Supt/Comm Relations	HS ASB/ Athletics	HS Asst Prin Secretary	Library Clerk	Office Clerk	Office Manager	Prof. Develop. Spec.	Program Secretary	Records Proc Specialist
1	18.52	23.48	20.63	18.52	18.52	20.63	20.63	17.48	17.48	22.16	24.73	20.63	18.64
2	18.81	24.08	21.12	18.81	18.81	21.12	21.12	17.76	17.76	22.72	25.31	21.12	18.92
3	19.10	24.67	21.61	19.10	19.10	21.61	21.61	18.02	18.02	23.27	25.86	21.61	19.20
4	19.40	25.27	22.10	19.40	19.40	22.10	22.10	18.28	18.28	23.84	26.42	22.10	19.48
5	19.69	25.85	22.59	19.69	19.69	22.59	22.59	18.55	18.55	24.39	27.00	22.59	19.77
6	19.98	26.41	23.08	19.98	19.98	23.08	23.08	18.81	18.81	24.92	27.61	23.08	20.05
7	20.28	27.02	23.57	20.28	20.28	23.57	23.57	19.08	19.08	25.49	28.21	23.57	20.33
8	20.57	27.60	24.05	20.57	20.57	24.05	24.05	19.34	19.34	26.04	28.84	24.05	20.61
9	20.86	28.20	24.54	20.86	20.86	24.54	24.54	19.60	19.60	26.60	29.51	24.54	20.89
10	21.14	28.79	25.04	21.14	21.14	25.04	25.04	19.87	19.87	27.16	30.12	25.04	21.19
Substitute	16.67	21.13	18.57	16.67	16.67	18.57	18.57	15.73	15.73	19.94	22.26	18.57	16.78

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	21.35	29.08	25.29	21.35	21.35	25.29	25.29	20.07	20.07	27.43	30.42	25.29	21.40
10 + 2%	21.56	29.37	25.54	21.56	21.56	25.54	25.54	20.27	20.27	27.70	30.72	25.54	21.61
10 + 3%	21.77	29.65	25.79	21.77	21.77	25.79	25.79	20.47	20.47	27.97	31.02	25.79	21.83
10 + 4%	21.99	29.94	26.04	21.99	21.99	26.04	26.04	20.66	20.66	28.25	31.32	26.04	22.04

Central Kitsap School District #401

Central Kitsap School District

Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Secretarial/Clerical

Step	Registrar	Science Kit Ware-house Specialist	Secretary-Counsel.	Secretary Data SPED	Secretary HS Attendance	Secretary HS CTE	Secretary HS Counsel Tech	Secretary - MS ASB	Secretary - Supt/Ops	Substitute Facilitator	Suppt. Secretary	Teacher Asst.	Transport. Specialist
1	20.63	18.74	19.23	19.23	19.23	19.23	19.23	19.23	19.23	19.66	18.64	15.74	23.91
2	21.12	19.24	19.65	19.65	19.65	19.65	19.65	19.65	19.65	19.92	18.92	15.98	24.27
3	21.61	19.68	20.06	20.06	20.06	20.06	20.06	20.06	20.06	20.17	19.20	16.21	24.62
4	22.10	20.10	20.47	20.47	20.47	20.47	20.47	20.47	20.47	20.42	19.48	16.45	24.98
5	22.59	20.56	20.88	20.88	20.88	20.88	20.88	20.88	20.88	20.67	19.77	16.69	25.34
6	23.08	21.05	21.30	21.30	21.30	21.30	21.30	21.30	21.30	20.92	20.05	16.93	25.69
7	23.57	21.48	21.71	21.71	21.71	21.71	21.71	21.71	21.71	21.18	20.33	17.17	26.04
8	24.05	21.97	22.12	22.12	22.12	22.12	22.12	22.12	22.12	21.43	20.61	17.41	26.40
9	24.54	22.41	22.53	22.53	22.53	22.53	22.53	22.53	22.53	21.68	20.89	17.65	26.76
10	25.04	22.92	22.91	22.91	22.91	22.91	22.91	22.91	22.91	21.93	21.14	17.89	27.12
Substitute	18.57	16.87	17.31	17.31	17.31	17.31	17.31	17.31	17.31	17.69	16.78	14.17	21.52

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	25.29	23.15	23.14	23.14	23.14	23.14	23.14	23.14	23.14	22.15	21.35	18.07	27.39
10 + 2%	25.54	23.38	23.37	23.37	23.37	23.37	23.37	23.37	23.37	22.37	21.56	18.25	27.66
10 + 3%	25.79	23.61	23.60	23.60	23.60	23.60	23.60	23.60	23.60	22.59	21.77	18.43	27.93
10 + 4%	26.04	23.84	23.83	23.83	23.83	23.83	23.83	23.83	23.83	22.81	21.99	18.61	28.20

Central Kitsap School District #401

Central Kitsap School District

Appendix A - CKESP Salary Schedule

Effective September 1, 2017 through August 31, 2018

Student Monitor

Step	Adult Crossing Guard	Campus Security Officer	Noon Assistant	Student Parking Monitor
1	15.49	21.34	15.49	15.49
2	15.68	21.75	15.68	15.68
3	15.88	22.17	15.88	15.88
4	16.08	22.58	16.08	16.08
5	16.28	22.99	16.28	16.28
6	16.49	23.4	16.49	16.49
7	16.68	23.82	16.68	16.68
8	16.88	24.23	16.88	16.88
9	17.08	24.64	17.08	17.08
10	17.28	25.05	17.28	17.28
Substitute	13.94	19.21	13.94	13.94

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 10, see table below for calculation

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

10 + 1%	17.45	25.30	17.45	17.45
10 + 2%	17.63	25.55	17.63	17.63
10 + 3%	17.80	25.80	17.80	17.80
10 + 4%	17.97	26.05	17.97	17.97

CENTRAL KITSAP SCHOOL DISTRICT #401
APPENDIX B - SENIORITY CLASSIFICATION WITH JOB TITLES
AS OF SEPTEMBER 2017

ASSISTANTS

Certified OT/PT Assistant
Certified SLP Assistant
Discipline Assistant
Educational Interpreter
In-School Suspension Monitor
Marketing Assistant/Student Store
Native American Coordinator
Paraeducator I - Deaf and Hard of Hearing
Paraeducator I
Paraeducator II
Paraeducator - KAP (Kitsap Achievement Program)
Paraeducator –
 Medically Fragile (LPN Required)
Specialist - Visually Impaired
Transition Coordinator

BUS ASSISTANT

Bus Assistant

BUS DRIVER

Bus Driver

COPY CENTER

Copy Center Specialist

CUSTODIAL

Custodial Helper
Custodian
Custodian - Day
Head Custodian-Elementary
Head Custodian
 Secondary
 Support Route
Laundry Worker/Transporter

FISCAL

Accounting Technician
 Business Office
 Facilities Dept.
Internal Controls Monitor/ASB
Payroll Officer

FOOD SERVICE

Food Services Coordinator
Nutrition Assistant I
Nutrition Assistant II
Production Cook
Production Lead Cook
Secondary Assistant Cook
Secondary Cook

GARAGE

Garage Mechanic
Mechanic Assistant
Vehicle Service Attendant

INFORMATION TECHNOLOGY

Application Support Coordinator
Database Administrator
Coordinator of Student Information Systems
Enterprise Systems Engineer
Internet/Intranet Application Developer
Network Specialist
Web and Social Media Content Developer

MAINTENANCE

Environmental Specialist – Resource Conservation Engineer
General Laborer
Groundskeeper I
Groundskeeper II
Maintenance Assistant
Maintenance Technician-Carpenter
Maintenance Technician–Carpentry & Fire Alarms
Maintenance Technician-Electrician
Maintenance Technician-HVAC Mechanic
Maintenance Technician-Locksmith
Maintenance Technician-Painter
Maintenance Technician-Plumber
Maintenance Technician-Roofer/Glazer
Maintenance Technician-Welder
Mechanic Assistant/HVAC

MISCELLANEOUS TRADES

Delivery Driver
Laundry Worker/Transporter

OVERLOAD ASSISTANT

Overload Assistant

POOL SERVICES

Assistant Pool Coordinator
Pool Instructor
Pool Coordinator

SECRETARIAL/CLERICAL

Accounting Secretary – Special Services
Clerk

Library
Office

Contract/Closeout Specialist

Data Analysis Specialist

Department Secretary

Curriculum
Health Services
Library Service Center
Special Services
Superintendent/Comm. Relations

Office Managers

Elementary
Maintenance Department
Secondary
Special Services
Student Services

Professional Development Specialist

Program Secretary

Alternative Programs
Career & Technical Education
Dept. of Information Technology
Human Resources
Transportation

Records Processing Specialist

Registrar

Science Kit Warehouse Specialist

Secretary

Attendance
Career and Technical
Counseling
Counseling Technician
Data – Special Services
Middle School ASB Bookkeeper
Superintendent/Operations

Substitute Facilitator

Support Secretary

SECRETARIAL/CLERICAL, cont.

Support Secretary
Career and Technical
Elementary
Human Resources
Maintenance
Middle School
Student Services

Teacher Assistant

Transportation Specialist

STUDENT MONITOR

Adult Crossing Guard
Campus Security Officer
Noon Assistant
Student Parking Monitor

APPENDIX C

FORMAL STATEMENT OF GRIEVANCE - STEP ONE/TWO

Type or Print

Grievant (s) _____

Date of Formal
Presentation _____

School _____

School Phone _____

Date Alleged _____

Immediate Supervisor _____

Violation Occurred _____

1. Facts giving rise to the Grievance:

2. Provision or provisions of the Agreement alleged to be violated:

3. Remedy (specific relief) requested:

DISTRIBUTION

Immediate Supervisor

Association Representative

Superintendent

Grievant (s)

Date

Signature of Grievant

Signature of Association Representative

Date

Signature of Immediate Supervisor

Date

APPENDIX D

GLOSSARY

These definitions are for quick reference only and are not a part of the collective bargaining agreement between CKESP and CKSD.

ARBITRATION: The settlement of a dispute by a person or persons chosen to hear both sides and come to a decision.

ASSOCIATION: Central Kitsap Educational Support Professionals (CKESP), the group which represents non-exempt classified employees in Central Kitsap School District.

BARGAINING UNIT: Classified employees represented by CKESP.

CERTIFIED or CERTIFICATED: Those employees holding a teaching certificate.

CLASSIFIED: Staff members who are employed in positions not requiring a teaching certificate.

CONTRACTING OUT: Assigning work that would normally be performed by the bargaining unit to others.

FTE: Full time equivalent.

HIRING DATE: Except as required by law, hire date for this and other references in this agreement shall be the day assigned by PAF to the employees' job classification.

PAF: Personnel Action Form.

PROBATION PERIOD: Ninety (90) to one hundred twenty (120) continuous working days for less than twelve-month employees and one hundred forty (140) to one hundred seventy (170) continuous working days for twelve-month employees following the District hire date.

RATIFICATION: To give official sanction to.

RIF: Reduction in Force.

SENIORITY: Shall be defined as the employee's date of hire within a specific job classification.

TORT: a wrongful act, injury or damage (not involving a breach of contract) for which a civil action can be brought.

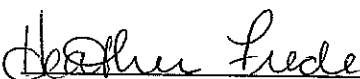
APPENDIX E

CONTRACTUAL AGREEMENT BETWEEN
CENTRAL KITSAP SCHOOL DISTRICT
AND
CENTRAL KITSAP EDUCATIONAL SUPPORT PROFESSIONALS/CKESP

SIGNATURE PAGE

Dated this 13 day of September, 2017

For the Central Kitsap Educational Support Professionals:


By: 
Heather Frede

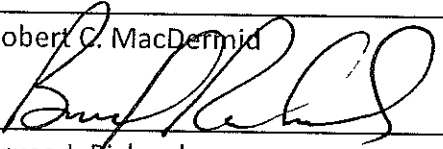
Dated this 13 day of September, 2017

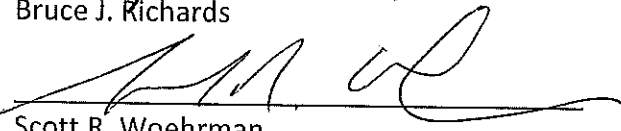
For the Central Kitsap School District:

By: 
Eric K. Greene


Jeanie Schulze


Robert C. MacDermid


Bruce J. Richards


Scott R. Woehrman

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Board of Directors

Bruce J. Richards – President
Jeanie Schulze – Vice President
Scott Woehrman– Legislative Representative
Eric Greene – Member
Rob MacDermid– Member

Superintendent

David McVicker

CKESP Liaison

Tracy Johnson, Assistant Director of Human Resources
(360) 662-1680

Affirmative Action/Title IX Officer

Jeanne Beckon, Assistant Superintendent of Human Resources
(360) 662-1680

Section 504 Compliance Officer

Julie McKean, Director of Special Services, Elementary
(360) 662-1044

U.S. Department of Education, Office for Civil Rights, Region X

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The Central Kitsap School District provides equal educational and employment opportunity without regard to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation – including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, HIV/Hepatitis C status, or other bases protected by applicable law. Equal access to activities, facilities and programs is provided to the Boy Scouts of America and other designated youth groups.

Inquiries regarding compliance or complaint procedures may be directed to the School District’s Title IX Officer/Section 504/RCW 28A.640 compliance Officer or to the U.S. Department of Education, Office for Civil Rights.