

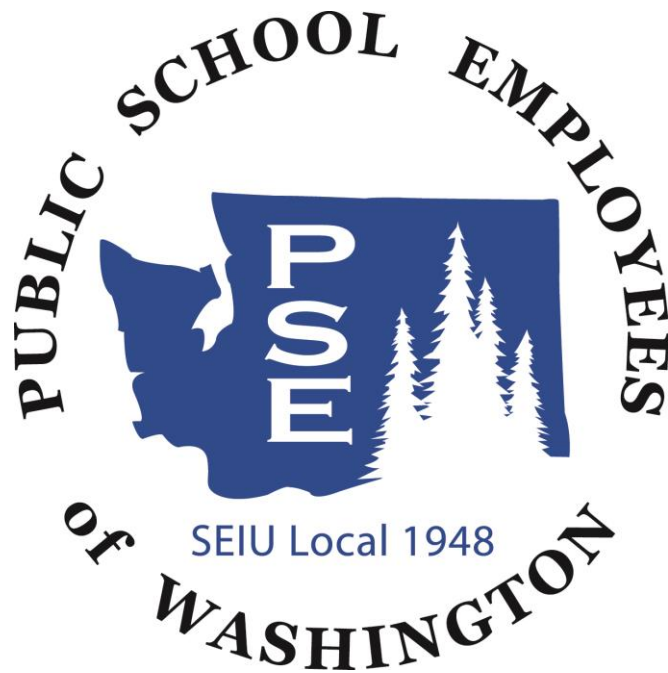
COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP

AND

**NORTH KITSAP SCHOOL DISTRICT #400
BOARD OF DIRECTORS**

SEPTEMBER 1, 2016 - AUGUST 31, 2020



Public School Employees of Washington/ SEIU Local 1948
P.O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.com

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
DECLARATION OF PRINCIPLES	1
NO STRIKE/NO LOCKOUT	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	2
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE UNION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS	5
ARTICLE VI PROBATIONARY PERIOD	6
ARTICLE VII HOURS OF WORK	6
ARTICLE VIII OVERTIME	7
ARTICLE IX SENIORITY	8
ARTICLE X VACATIONS	11
ARTICLE XI HOLIDAYS	11
ARTICLE XII MEDICAL AND DENTAL INSURANCE BENEFITS	12
ARTICLE XIII LEAVES	13
ARTICLE XIV GRIEVANCE PROCEDURE	16
ARTICLE XV SALARIES	17
ARTICLE XVI PROFESSIONAL DEVELOPMENT/REIMBURSEMENT	19
ARTICLE XVII UNION MEMBERSHIP AND CHECKOFF	20
ARTICLE XVIII SEPARABILITY OF PROVISIONS	21
ARTICLE XIX DISCIPLINE AND DISCHARGE	21
ARTICLE XX DISTRIBUTION OF THE AGREEMENT	22
ARTICLE XXI TERM OF AGREEMENT	22
SIGNATURE PAGE	23
SCHEDULE A Step Schedule 2016-17	24
SCHEDULE A Step Schedule 2017-18	25
SCHEDULE B General Job Classifications	26
Exhibit 1 – Annual Pay Study	27
Memorandum of Understanding	
Letter of Agreement	

1
2
3
4
5
6
7
8
9
10
11
12
13
14

P R E A M B L E

This Agreement is made and entered into between North Kitsap School District Number 400 (hereinafter called "District" or "Employer") and the Public School Employees of North Kitsap, an affiliate of Public School Employees of Washington (hereinafter called "Union").

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

15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

D E C L A R A T I O N O F P R I N C I P L E S

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

37
38
39
40
41
42
43
44
45
46
47
48

N O S T R I K E / N O L O C K O U T

The Employer agrees not to lock-out the members of the bargaining unit for the duration of this Agreement, and the Union and the members of the bargaining unit agree that there will be no strike, work stoppage, or slowdown for the duration of this Agreement.

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

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

Section 1.3.

The bargaining unit to which this Agreement is applicable is as follows: All employees performing work as classified employees in the areas of Secretaries, Paraeducators, Accountants, Licensed Practical Nurses, Campus Security, Native American Liaisons and Building Computer Technicians. Exceptions: Executive Assistant to the Superintendent/Public Records Officer (1), Human Resources Office Secretary (1), Personnel Specialist (1), Lead Personnel Specialist (1) and, Executive Assistant to the Assistant Superintendent and Director of Business/Finance (1), a total five (5) exempt employees.

Section 1.3.1.

Substitute employees who are employed by the District for more than thirty (30) cumulative days of employment during the previous twelve (12) months and who remain available to work on the same basis shall be included in the bargaining unit. The only provisions of the Agreement applicable to bargaining unit substitutes are Sections 3.1, 3.2, 3.3, 7.2.1, Schedule A, and all sections included in the Grievance Procedure, Article XIV. Bargaining unit substitute rates shall be ninety percent (90%) of Step 1 of Schedule A.

Section 1.4.

The District will provide copies of new and/or substantially modified written job descriptions, when approved by the District.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
3 District in making rules and regulations relating to personnel policies, procedures and practices, and
4 matters of working conditions. The District shall give due regard and consideration to the rights of the
5 Union and the employees and to the obligations imposed by this Agreement.
6
7

8
9 **ARTICLE III**

10
11 **RIGHTS OF EMPLOYEES**
12

13 **Section 3.1.**

14 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in
15 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The
16 freedom of such employees to assist the Union shall be recognized as extending to participation in the
17 management of the Union, including presentation of the views of the Union to the management of the
18 District or any other governmental body, group or individual. The District shall neither encourage nor
19 discourage membership in any employee organization.
20

21 **Section 3.2.**

22 Each employee shall have the right to bring matters of professional/work-related concern to the attention
23 of appropriate Union representatives and/or appropriate officials of the District.
24

25 **Section 3.3.**

26 An employee has the right, upon request, to a Union representative at any investigatory interviews at
27 which the employee is questioned regarding circumstances, which may result in discipline. Such
28 meetings shall be delayed for up to 24 twenty-four hours to accommodate a request for the presence of a
29 Union representative.
30

31 **Section 3.4.**

32 The District Human Resource Office shall maintain the official personnel file for each employee. This
33 shall not prevent the District administrator from maintaining a working file, which shall be equally
34 available to the employee. The employee may inspect both files with a representative of the District and,
35 if the employee wishes, a Union representative. The employee may make an inventory of both files and
36 have it signed and dated by a representative of the District, and may have copies made of any contents of
37 the files. The District may charge employees for the cost of copies at the District public disclosure copy
38 rate for documents contained in the employee's personnel file that have previously been provided to the
39 employee. The employee has the right to attach comments to any materials included in both files. An
40 employee may request derogatory comments be deleted from both files after two (2) years, but the District
41 shall reserve the right to maintain any materials which may continue to be deemed relevant. Documents
42 removed from the official file must be removed from all working files. A copy of any material placed in
43 the official personnel file will be provided to the employee. Grievance and/or complaint related
44 documents submitted by an employee will be placed in grievance/investigative files.
45

46 **Section 3.5.**

47 Employees shall be evaluated at least once yearly in the performance of their work assignments. Annual
48 evaluations shall be presented to each employee (with a copy provided to the employee) no later than

1 fifteen (15) days before the employee’s last scheduled workday each year. Employees may request a
2 meeting to review the evaluation with the immediate supervisor, or principal or other appropriate
3 administrator, with a representative of the Union present.

4
5 **Section 3.5.1.**

6 No member of the bargaining unit shall evaluate any other member of the bargaining unit and the
7 evaluator of record shall be a District administrator/supervisor. This shall not prevent the ability
8 to use the input of others in the evaluation. Each employee may review the evaluation form with
9 their evaluator, upon request. Employees in signing the evaluation form are indicating receipt
10 only. Employees may submit written comments to the evaluation. Such comments shall be
11 attached to the file copy of the evaluation. Evaluations reflecting an unsatisfactory level of
12 performance in one or more categories shall state reasons for the unsatisfactory rating.

13
14 **Section 3.6.**

15 Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this
16 Agreement on the basis of race, creed, color, sex, sexual orientation, religion, age, national origin, marital
17 status, or disability.

18
19 **Section 3.7.**

20 No bargaining unit member shall assist a supervisor or administrator in an investigatory interview,
21 disciplinary meeting, or other performance related meeting involving another bargaining unit member.

22
23
24
25 **ARTICLE IV**
26
27 **RIGHTS OF THE UNION**
28

29 **Section 4.1.**

30 On or prior to distribution of payroll for September, each employee will receive a written pay
31 computation memorandum stating job title, days employed, hourly rate of pay, and a projected annual
32 salary.

33
34 **Section 4.2.**

35 On or before the first day of October of each year during the term of this Agreement, the District shall
36 provide the Union with information regarding each employee in the bargaining unit. Such information
37 shall be consistent with the data contained on the attached Schedule B – Seniority List and by this
38 reference incorporated herein. The information contained in Schedule B – Seniority List shall be
39 supplemented and revised monthly as changes occur.

40
41 Within five (5) days of a written request, by the Union, the District will provide copies of the District
42 Directory and Union-Staff-By-Building Report.

43
44 **Section 4.3.**

45 When the District creates a new job title position or substantially changes the duties of an existing
46 position the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter 41.56
47 RCW.

1 **Section 4.4.**

2 The Union has the right and responsibility to represent the interests of all employees in the bargaining
3 unit; to present their views to the District on matters of concern, either orally or in writing; and to enter
4 collective negotiations with the object of reaching an agreement applicable to all employees within the
5 bargaining unit.

6
7 **Section 4.5. Union Leave.**

8 The President of the Union and other officers will be provided time off without loss of pay to a maximum
9 of ten (10) days per year to attend regional or State meetings. The Union is to reimburse the District the
10 salary of the substitute if utilized to replace employees on Union Leave.

11
12
13
14 **ARTICLE V**

15
16 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

17
18 **Section 5.1.**

19 The Union will designate a Conference Committee of five (5) members who will meet with the
20 Superintendent of the District and the Superintendent's representatives at least five (5) times annually to
21 discuss matters of District and Union interest and maintain an effective communication relationship.
22 Employees attending conference committee meetings will suffer no loss of regular wages, if the meeting
23 requires them to attend on their regular school employment time, but no wage payment will be made for
24 any time an employee would not have regularly worked.

25
26 **Section 5.2.**

27 Members of the Union and PSE staff shall be permitted to:

- 28
- 29 1. Transact official Union business on District property at reasonable times provided this shall not
30 interfere with or interrupt normal school operations.
 - 31 2. Use school facilities and audio-visual equipment at reasonable times when such equipment is not
32 otherwise in use.
 - 33 3. Utilize bulletin boards, at least in each school/facility, in a place of reasonable access to employees.
 - 34 4. Use employee mailboxes for communication purposes.
 - 35 5. Use the District's email and voice mail systems for communications, representation, and negotiation
36 purposes according to the procedures established in District Policy. Employee and PSE staff has no
37 expectation of privacy in their use of the District systems. All email and attachments drafted, sent, or
38 stored on the District systems are District records and are subject to monitoring, review, and printing
39 by District system administrators, without limitation and without notice. PSE acknowledges that such
40 conduct is not unlawful employer surveillance or interference, and it hereby waives any actual or
41 potential claim that District monitoring, review, printing, or other access to Union communication on
42 the District system constitutes an unfair labor practice under Chapter 41.56 RCW.

43
44 **Section 5.2.1.**

45 The responsibility for the prompt removal of notices from the bulletin board space after they have
46 served their purpose shall rest with the individual who posted such notices.

1 **Section 5.3.**

2 When negotiations are mutually scheduled during working hours, up to four (4) members of the Union
3 negotiating committee shall be provided paid release time to attend negotiating sessions.
4

5 **Section 5.4.**

6 Six months prior to expiration of the current Agreement the parties will meet to formulate a process to
7 address wage disparities in the successor Agreement.
8
9

10
11 **ARTICLE VI**

12
13 **PROBATIONARY PERIOD**

14
15 **Section 6.1.**

16 New employees shall be placed on a probationary status for a period of ninety (90) work days, provided
17 that no employee shall be on a probationary status for more than one calendar year. The immediate
18 supervisor will, during the first days of employment, clearly define the duties and responsibilities of the
19 position, using as a minimum, the current position description. Prior to the end of the probationary
20 period, a decision will be reached as to the continued employment of the employee. The written notice of
21 decision to discharge a probationary employee will be provided to the employee and the Union by the
22 Human Resources Office.
23

24 **Section 6.2.**

25 Employees shall enjoy all contractual rights and privileges commencing with first day of continuous
26 employment (Hire Date pursuant to Section 9.1), except as limited herein. Employees on probationary
27 status may be terminated at the District's discretion without recourse to the grievance procedure and/or
28 justifiable cause. If an employee is so terminated, all rights, duties, and obligations under this contract
29 shall be forfeited.
30

31 **Section 6.3.**

32 An employee who voluntarily transfers to an open job assignment shall serve a sixty (60) day “trial
33 period” in the new position. Prior to the conclusion of the trial period, the District shall administer a
34 performance evaluation. In the event the employee receives two (2) or more unsatisfactory ratings, the
35 District shall have the right to involuntarily transfer the employee to the position previously held.
36
37
38

39 **ARTICLE VII**

40
41 **HOURS OF WORK**

42
43 **Section 7.1.**

44 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
45 two (2) consecutive days of rest, Saturday and Sunday.
46
47
48

1 **Section 7.2.**

2 The District shall establish work shifts with designated times of beginning and ending. Each shift shall
3 include adequate time to perform assigned duties. Positions shall be created and/or adjusted in increments
4 of fifteen (15) minutes.

5
6 **Section 7.2.1.**

7 The workday shall include paid rest periods of at least ten (10) minutes for every two (2) hours
8 worked, to a maximum of fifteen (15) minutes for any four (4) hours worked. Employees assigned
9 workdays in excess of five (5) hours per day shall be allowed, in addition to the above, a duty-free
10 uninterrupted unpaid lunch period of not less than thirty (30) minutes, to be taken as near the
11 middle of the workday as possible:
12

Assigned Time in Hours	Break 1 (Paid)	Break 2 (Paid)
Up to 1.75 hours	0	
2 hours to 3.75 hours	10 minutes	
4 hours to 5.75 hours	15 minutes	
6 hours to 7.75 hours	15 minutes	10 minutes
8.0 hours	15 minutes	15 minutes

13
14
15
16
17
18
19
20
21
22
23
24
25 **Section 7.3.**

26 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed
27 without prior notice to the employee of one (1) calendar week; provided, however, this notice may be
28 waived by the employee.
29

30 **Section 7.4.**

31 The District shall maintain reasonably updated lists of available substitute secretaries and paraeducators
32 who may be called in the event of absence of the regular secretary or paraeducator.
33

34 **Section 7.5.**

35 Twelve-month employees shall be notified in writing (no later than October 1 each year) what their work
36 days shall be during the upcoming annual winter break.
37
38
39

40 **ARTICLE VIII**

41 **OVERTIME**

42
43
44 **Section 8.1.**

45 Any employee working more than forty (40) hours per week shall be compensated for all such time at the
46 overtime rate of one and one-half times the regular hourly rate. The employee's supervisor shall
47 authorize all overtime. Overtime not properly authorized will not be compensated. Paid holidays shall be
48 considered hours worked for overtime calculation purposes.

1 **Section 8.2. Compensatory Time Off.**

2 An employee may opt to accept compensatory time off in lieu of overtime compensation. Compensatory
3 time may be accrued up to a maximum of 240 overtime hours provided, however, that records shall be
4 maintained and there must be a reasonable expectation that the employee will be provided an opportunity
5 to expend the accrued time by arrangement with the immediate supervisor. Compensatory time in lieu of
6 overtime as provided in Section 8.1 of the Agreement shall be accrued at the rate of one and one-half (1-
7 1/2) hours for each hour worked. No employee may work overtime without the prior approval of their
8 supervisor. Unused accrued compensatory time shall be cashed out after the conclusion of the employee's
9 work year; provided the employee has submitted a request for payment, which is approved by a District
10 administrator.

11
12
13
14 **ARTICLE IX**

15
16 **SENIORITY**

17
18 **Section 9.1.**

19 The seniority (hire date) of an employee in the bargaining unit shall be established as of the date of the
20 first day of continuous daily employment, subject to State law, unless such seniority shall be lost as
21 hereinafter provided.

22
23 **Section 9.2.**

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

- 25
26 A. Resignation;
27 B. Discharge for any reason contained in this Agreement; or
28 C. Retirement.

29
30 **Section 9.3.**

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

- 32
33 A. Time lost by reason of industrial accident, industrial illness, or jury duty;
34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
35 C. Time spent on other authorized leaves of absence, not to exceed one (1) year;
36 D. Change in general job classification within the bargaining unit, as hereinafter provided; or
37 E. Layoff for reduction in force.

38
39 **Section 9.4.**

40 Seniority rights shall be effective within the general job classification. General job classifications are
41 defined in Article I, Section 1.3 as: Secretaries, Paraeducators, Accountants, Licensed Practical Nurses,
42 Campus Security, Native American Liaisons and Building Computer Technicians.

43
44 **Section 9.5.**

45 It is the intent of the District to fill existing vacancies as soon as possible. The District will advise the
46 Union President of its intent to abolish or hold vacant any promotable vacant positions covered by this
47 Agreement. The District will continue to provide opportunities that are available for qualified employees
48 to advance themselves within the District.

1 **Section 9.6.**

2 The employee with the earliest hire date shall have preferential rights regarding filling of open job
3 assignments, promotions, and layoffs when ability and performance are substantially equal with those
4 individuals junior to him/her. If the District determines that seniority rights should not govern because a
5 junior employee possesses ability and performance substantially greater than a senior employee or
6 employees, upon written request of the employee the District shall set forth in writing, to the employee or
7 senior employees and the Union President, its reasons why the senior employee or employees have been
8 bypassed. Prior to a decision to bypass a senior employee(s) the District shall discuss the rationale for the
9 bypass with the PSE of North Kitsap Chapter President.

10
11 **Section 9.6.1.**

12 The District may not lay off senior employees before junior employees in any general job
13 classification unless the junior employee possesses substantially greater ability and performance
14 pursuant to Section 9.6. of the Agreement. Should a seniority bypass occur, the District must
15 inform the Union President of the name, position and building of the bypassed employee. Senior
16 employees, displaced as a result of a layoff, may bump the least senior employee holding a
17 position that is substantially equivalent to the position held at the time of layoff; starting first
18 within their building/worksite and outside their building if necessary. Employees may not bump
19 into a higher pay range or into a position of more hours of employment than that held at the time
20 layoff occurred. Employees that are not placed in positions that are substantially equivalent
21 following a layoff shall be placed on a re-employment list and will be rehired or offered additional
22 hours, within their classification(s), according to seniority and qualifications when the available
23 hours or positions are restored by the District. Names shall remain on the re-employment list for
24 eighteen (18) months. The Union will be provided with a copy of the re-employment list upon
25 request.

26
27 **Section 9.7.**

28 An employee who changes job classification within the bargaining unit shall retain the hire date held in
29 the previous classification.

30
31 **Section 9.8.**

32 The District shall publicize within the bargaining unit by posting in each school building for five (5)
33 working days the availability of open positions as soon as possible after the District is apprised of the
34 opening. A copy of the job posting shall be forwarded to the President of the Union.

35
36 **Section 9.8.1.**

37 Substitute positions lasting longer than sixty (60) consecutive working days shall be posted and
38 considered regular bargaining unit positions. The District and the Union may agree to extensions
39 of the timelines on a case-by-case basis.

40
41 **Section 9.8.2.**

42 When the District wishes to increase hours or fill a vacant position of two (2) hours or less, the
43 District may:

- 44
45 A. Inform employees in writing of the availability of such hours only within the building, and not
46 District-wide, and offer such hours within the general job classification within the building in
47 order of seniority, provided the senior employee is available for such hours; or

- 1 B. Inform employees in writing of the availability of such hours only within the building, and
2 assign the available time if the hours are a natural extension of the employee's current job; or
3 C. Post the vacant position following the hiring procedures as identified in Sections 9.6 and 9.8.
4

5 **Section 9.8.3. Temporary Assignments.**

6 Temporary assignments are defined as those filled with a regular or current employee on a
7 temporary basis. Employees may request to work temporary assignments within the District. If
8 such requests are granted, the employee shall suffer no loss of seniority in their regular
9 classification and may return to their regular position at the completion of the temporary
10 assignment. Any employee who works in a temporary position in a higher paid job title shall be
11 paid at the Step I rate of the temporary position or the first rate that will provide an increase in
12 hourly compensation. If the temporary position is on the same pay range as the employee's regular
13 position, the employee shall be paid their regular hourly rate of pay.
14

15 **Section 9.9.**

16 In the event of a reduction in force required by levy failure, program reduction, budget reduction, or lack
17 of work, employees who lost 1.5 hours or more per day, during any eighteen (18) consecutive month
18 period, or lose their entire position, will be on layoff status in accordance with Section 9.6. and 9.6.1. of
19 the Agreement.
20

21 Regarding a reduction of less than 1.5 hours per day; when employee qualifications and abilities are
22 substantially equal, and the decision is consistent with educational, program and student needs, the
23 District shall make every effort to reduce the hours of junior employees and avoid reducing the hours of
24 senior employees. Should the district reduce daily hours of a senior employee before a junior employee,
25 the District must inform the union president of the name, position and building of the bypassed employee.
26

27 **Section 9.10.**

28 Employees on layoff status shall file their address in writing with the District's Human Resources Office
29 and shall thereafter promptly advise the District in writing of any change.
30

31 **Section 9.11.**

32 An employee shall forfeit rights to employment as provided in Section 9.9 if the employee does not
33 comply with the requirements of Section 9.10, or if the employee does not respond to the offer of re-
34 employment within seven (7) days after mailing of a written notice by the District to the employee, or
35 three (3) working days after receiving oral notice, whichever event first occurs.
36

37 **Section 9.12.**

38 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
39 accrued benefits; provided, that such employee is offered a position substantially equal to that held prior
40 to layoff.
41

42 **Section 9.13.**

43 The District shall separate any employee without prejudice for reasons of economy or curtailment of
44 work. Notice of probable cause for reduction in force will be made in writing to each employee deemed
45 to be potentially affected at least thirty (30) days before effective termination date. Termination of
46 employment by the Employer shall be accompanied by a statement of reasons for discharge. All
47 employees shall be entitled to a hearing by the Superintendent upon request.
48

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

ARTICLE X

VACATIONS

Section 10.1.

Vacation benefits shall be calculated as follows:

- A. Any full-time, 12-month employee shall accrue two (2) weeks or ten (10) working days of annual paid vacation after one (1) full year of service, and each year thereafter one (1) additional day will be added to vacation allowance until it reaches twenty-five (25) days. The employee with the earliest hire date shall have preferential rights regarding vacation periods.
- B. Unused vacation credit may be carried forward to a maximum of thirty (30) days.
- C. If a holiday should fall within the vacation time, that day shall not apply against vacation allowance.
- D. Vacation dates will be approved by the employee's supervisor.

ARTICLE XI

HOLIDAYS

Section 11.1.

All full-time, 12-month, and regular part-time employees working at least one hundred fifty (150) days per year shall receive the following paid holidays if falling during their employment period:

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

Section 11.2. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last scheduled shift preceding the holiday and his/her first shift succeeding the holiday, or on approved paid leave shall be eligible for pay for such unworked holiday.

Section 11.3.

In the event Christmas and New Year's Day should fall on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be paid holidays.

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

ARTICLE XII

MEDICAL AND DENTAL INSURANCE BENEFITS

Section 12.1.

Each employee covered by this Agreement shall be eligible to receive the State funded amount per month per FTE toward the premium payment of District approved Basic Benefit insurance plans. “State-funded amount” is understood to be the number stated per FTE in the state budget legislation except that the Health Care Authority retiree subsidy shall be paid pursuant to Section 12.1.1. For the purpose of this section, a FTE shall be defined as 1,440 hours. In addition, the District shall pool unused District Insurance Contribution monies within the bargaining unit to supplement employee medical premiums which exceed an employee’s District Insurance Contribution. The District shall provide insurance benefits in compliance with Federal and State law.

Section 12.1.1.

The District shall pay the monthly Health Care Authority retiree subsidy as follows:

- A. Effective September 1, 2016, seventy-five percent (75%) of the Health Care Health Authority retiree subsidy shall be deducted from the District insurance contribution specified in Section 12.1 of the Agreement. The remaining twenty-five percent (25%) shall not be deducted from the funds generated by Section 12.1, but shall be paid by the District.
- B. Effective September 1, 2017, fifty percent (50%) of the Health Care Health Authority retiree subsidy shall be deducted from the District insurance contribution specified in Section 12.1 of the Agreement. The remaining fifty percent (50%) shall not be deducted from the funds generated by 12.1, but shall be paid by the District.
- C. Effective September 1, 2018, twenty-five percent (25%) of the Health Care Health Authority retiree subsidy shall be deducted from the District insurance contribution specified in Section 12.1 of the Agreement. The remaining seventy-five percent (75%) shall not be deducted from the funds generated by Section 12.1, but shall be paid by the District.
- D. Effective September 1, 2019, one hundred percent (100%) of the Health Care Health Authority retiree subsidy shall be fully paid by the district and there shall be no deduction from the funds generated by Section 12.1 of the Agreement.

Section 12.2.

All members of the bargaining unit who regularly work fifteen (15) or more hours per week or a minimum of 240 hours per year for a period equal to ten (10) or more days in a month shall be eligible for, and be required to, participate in, the District’s family dental plan. New employees shall receive information on District approved insurance programs during the first month of employment.

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

ARTICLE XIII

LEAVES

Section 13.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked (minimum of ten (10) days per year), equivalent to the hours of their normal workday. Sick leave may be accumulated.

The District shall project the number of annual days/hours of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days/hours of sick leave at the beginning of the school year. The District is authorized to recapture the cost of used, but unearned sick leave if an employee leaves employment with the District prior to the end of the employee's work year.

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

The District shall allow the use of accrued sick leave as required by RCW 49.12 and Labor and Industries regulations for family care. Notwithstanding the immediately preceding sentence, sick leave may be used for immediate family members or members of your household if they are dealing with a serious illness or medical necessity.

Absences in excess of five (5) consecutive work days in any one year may require a doctor's certificate.

Section 13.1.1.

In the event that an employee has exhausted or is not eligible for leave available under Section 13.2, he or she may use any available sick leave for the purposes of caring for a seriously ill family member under conditions eligible for state or federal Family and Medical Leave and/or District policy.

Section 13.1.2. Leave Pooling.

The District shall implement a leave sharing program pursuant to state law and regulations.

Section 13.1.3.

The District shall provide a sick leave cash-out program in accordance with RCW 28A.400.210 as now or hereafter amended.

Section 13.2. Bereavement Leave.

Bereavement leave with pay up to five (5) days will be granted for absences due to death in the family. Leave with pay up to three (3) days will be granted for absences due to death of a significant person in your life.

Such leave shall not be accumulative nor shall it be deducted from the employee's total accumulated sick leave.

Section 13.3. Disability Leave (Including Maternity Leave).

An employee requesting disability leave shall give written notice to the District, if possible, at least two (2) weeks prior to commencement of said leave. The written request for disability leave should

1 include a statement as to the expected date of return to employment, and advance notice of the actual date
2 of return to employment shall be given as soon as possible.

3
4 Sick leave shall be granted under Section 13.1 of this Article. In the event sick leave is exhausted, then
5 the employee shall, if requested in writing, be granted a leave of absence without pay for the period of
6 disability, provided that such unpaid leave shall not continue beyond the duration of the current school
7 year, unless authorized in advance pursuant to Section 13.5 of this Article.

8
9 Failure by an employee to notify the District of his/her intent to return to employment or failure to return
10 to work after the end of such leave(s) shall terminate the employment relationship, provided that the
11 District has first sent a certified letter to the employee requesting such information and no such
12 information from the employee is received within fifteen (15) calendar days.

13
14 Upon returning from disability leave, the employee shall be employed in the same or comparable position
15 that s/he occupied immediately prior to beginning the disability leave, subject to the terms and conditions
16 of this Agreement and the needs of the District.

17
18 **Section 13.3.1. Parental Leave.**

19 Employees will be granted up to one (1) day paid leave on or around the date of the birth or
20 adoption of a child. Any such days taken will not be deducted from sick leave. Additional leave
21 may be granted in accordance with School Board Policy 5404 Family Illness.

22
23 **Section 13.4. Leave of Absence.**

24 Any employee may be granted a leave of absence by the Board, for not more than twelve (12) months and
25 still maintain their position, or substantially equivalent thereof, with the school district.

26
27 Absence from employment for periods of short duration may be extended by an employee, without pay,
28 when said request for leave has been approved by the supervisor and/or the Superintendent.

29
30 Employees on a leave of absence of nine months or more shall notify the District of their intent to return
31 to employment no later than ninety (90) calendar days before the employee's projected return date.

32
33 **Section 13.5. Emergency Leave.**

34 Emergency leave of one (1) day per school year may be granted to each employee with the understanding
35 that the following requirements be satisfied. At the discretion of the Superintendent or designee,
36 additional emergency leave days may be approved on a case-by-case basis.

- 37
38 A. Emergency leave shall be defined as an urgent, unforeseen occurrence or occasion requiring
39 immediate action or beyond the control of the employee, that requires the employee to be absent
40 during the regular contracted working day.
- 41 B. Prior approval for emergency leave must be obtained whenever possible, and (a) whenever prior
42 approval cannot be obtained, a written request for approval of such leave shall be submitted within
43 seven (7) calendar days upon the return of the employee to duties and/or responsibilities, and (b) a
44 brief description of the type or nature of the emergency must be provided in order for the supervisor to
45 determine whether or not an emergency in fact exists, and (c) further documentation or substantiation
46 may be required by the supervisor of those cases where the emergency nature of the circumstances is
47 contested.

- C. Absence due to extreme weather conditions when school is in session shall be considered an emergency, provided that the Superintendent shall determine whether or not extreme weather conditions exist.
- D. Emergency leave shall be deducted from the employee's sick leave, if used, and shall not be cumulative.

Section 13.6. Civic Duty Leave.

All employees in and for the North Kitsap School District shall receive Civic Duty Leave, which shall include jury duty and fulfilling military obligations in accordance with Federal and State regulations.

Section 13.7. Personal Leave.

Each employee shall be entitled to two (2) days personal leave paid per year. Personal leave is neither sick leave nor bereavement leave and is non-cumulative. Employees shall not be required to provide the District with the reason for taking personal leave other than stating that “it’s personal”.

Employees do not need to disclose the reasons for such leave unless they are requesting an exception. There will be a maximum of one (1) day of personal leave day granted for each school or district service area on any school day. Such leave cannot be used during the first or last week of the student school year, except if granted by the Superintendent for exceptional circumstances. Whenever possible, employees shall give fifteen (15) work days notice of such requests. The District reserves the right to deny such leave if it is determined that insufficient substitutes will be available on a given day.

Personal leave is non-cumulative. Up to two (2) days of unused personal leave for ten (10) month or less employees will be converted to sick leave. For eleven (11) month employees one (1) day of unused personal leave will be converted to sick leave and the other unused personal leave day will be reimbursed at the employee’s bargaining unit substitute rate. Twelve month employees will be reimbursed at their bargaining unit substitute rate for up to two (2) days of unused personal leave.

Employees with twenty-five (25) or more years of service shall receive one (1) additional personal leave day which, if unused, will be reimbursed at the employee’s regular hourly rate, provided however, that the employee has one (1) or more personal leave day(s) remaining. Any other unused personal leave day(s) shall be reimbursed at the substitute rate.

Section 13.8. Assault Leave.

- A. Any incident which could constitute assault and battery upon an employee by another adult while acting within the scope of his or her employment shall be reported promptly to the employee’s immediate supervisor. If, following that report and based on a complaint by the employee to a law enforcement agency; a criminal conviction for assault or similar judgment by reason of acts against that employee result, then the district will support the employee as outlined in B, below.

Any incident which could constitute assault upon an employee by a student will be investigated by school administrators. If determined that the student’s behavior against the employee constitutes assault, the district will support the employee as outlined in B, below as well. (This does not prevent the employee from reporting the incident to a law enforcement agency).

- B. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault and battery as defined in A, above, the employee will be paid full salary for the period of absence up to one year from the date of injury,

1 less the amount of Worker's Compensation award or benefit. No part of such absence will be
2 charged to annual or accumulated sick leave.
3
4
5

6 **ARTICLE XIV**
7
8 **GRIEVANCE PROCEDURE**
9

10 **Section 14.1.**

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

15 **Section 14.2. Grievance Steps.**

16
17 **Section 14.2.1.**

18 The employee shall first discuss the grievance with the principal or other administrator, and, where
19 appropriate, their immediate supervisor. If the employee wishes, the employee may be
20 accompanied by an Union representative at such discussion. All grievances not brought to the
21 appropriate person in accordance with the preceding sentences within twenty (20) working days of
22 the occurrence of the grievance shall be invalid and subject to no further processing.
23

24 **Section 14.2.2.**

25 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
26 subsection within ten (10) working days, the employee shall reduce to writing a statement of the
27 grievance containing the following:
28

- 29 A. The facts on which the grievance is based;
30 B. A reference to the provision in this Agreement which allegedly has been violated; and
31 C. The remedy sought.
32

33 The employee shall submit the written statement of grievance to the immediate supervisor for
34 reconsideration and shall submit a copy to the official in the administration responsible for
35 personnel. The parties will have ten (10) working days from submission of the written statement
36 of grievance to resolve it by indicating on the statement of grievance the disposition.
37

38 If an agreeable disposition is made, all parties to the grievance shall sign it.
39

40 **Section 14.2.3.**

41 If no settlement has been reached within the ten (10) working days referred to in the preceding
42 subsection, and the Union believes the grievance to be valid, a written statement of grievance shall
43 be submitted within fifteen (15) working days to the District Superintendent or the
44 Superintendent's designee. After such submission, the parties will have twenty (20) working days
45 from submission of the written statement of grievance to resolve it by indicating on the statement
46 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
47 sign it.
48

1 **Section 14.2.4.**

2 If no settlement has been reached within the twenty (20) days referred to in the preceding
3 subsection, and the Union believes the grievance to be valid, the employee may demand
4 arbitration of the grievance. Arbitration shall be conducted by the American Arbitration Union
5 under the Voluntary Rules, except that: The parties may agree to utilize the expedited rules. The
6 decision of the arbitrator shall be final and binding on the parties. All costs of the arbitrator shall
7 be shared equally by the parties.

8
9 **Section 14.2.5. Powers Of The Arbitrator.**

10 This contract shall be construed such that no rights are intended that would impact any of the
11 following (unless it can be shown that such decisions in "A" and "B" below were not based on
12 observable facts):

- 13
14 A. Decisions as to the qualifications of an applicant or employee.
15 B. Decisions as to the evaluation judgment of an employee.
16 C. Facts over which other administrative remedial procedures are provided for by law (such as
17 Human Rights Commission or Public Employment Relations Commission).
18

19 **Section 14.3.**

20 The Employer shall not discriminate against any individual employee of the Union for taking action under
21 this Article.

22
23 **Section 14.4.**

24 The District shall grant paid release time for hearings conducted by the arbitrator for up to two (2) Union
25 representatives, witnesses and grievants when their attendance is necessary and release time has been
26 approved in advance by the District. Such release time shall only be for the time necessary.
27
28

29
30 **ARTICLE XV**

31
32 **SALARIES**

33
34 **Section 15.1.**

35 Base hourly rates for employees subject to this Agreement, during the period of this Agreement, are
36 contained in Schedule A, attached hereto and made a part hereof. Employees shall be paid in accordance
37 with this Agreement for all hours worked.
38

39 **Section 15.2.**

40 Increments, where applicable, shall become effective on September 1 of each year; provided, the
41 employee has been actively employed continuously prior to February 1 of the previous employment year.
42 Job alike longevity in other Washington public education institutions shall be credited similarly.
43

44 **Section 15.3. Salary Placement.**

45
46 **Section 15.3.1. New Hires.**

47 New employees shall furnish the Human Resources Office with proof of employment from
48 previous employers verifying starting and termination dates.

1 **Section 15.3.2. Filling In For Absent Employees.**

2 Regular employees filling in for absent employees shall be paid at the current base rate of the
3 position filled after the third consecutive day working in the position, provided they shall not earn
4 less than their regular rate of pay.
5

6 **Section 15.3.3. Involuntary Transfer.**

7 Employees involuntarily transferred shall not suffer any reduction in pay for twelve (12) months
8 after the involuntary transfer takes place. Reassigning an employee (due to a senior employee
9 displacing/"bumping" a less senior employee) pursuant to a reduction in force is not an
10 involuntary transfer for the purposes of this section.
11

12 **Section 15.3.4.**

13 All rates on Schedule A shall be increased by the state-funded percentage increase for classified
14 employees as stated in the state appropriations act in the month such increase is effective (without
15 deduction for the cost of increments). If the state funds a general wage increase for classified
16 employees in any manner other than the percentage method commonly used in the past, Schedule A
17 shall be reopened for the purposes of agreeing on a method for applying the increase to the salary
18 schedule wage rates.
19

20 **Section 15.3.5.**

- 21 A. The District agrees to formulate a Pay Study Wage Schedule using the wage rates of the
22 designated school districts in effect as of November 1st of each year, on an annual basis, in
23 consultation with the PSE of North Kitsap Chapter President, starting November, 2017, as
24 outlined in Exhibit 1 attached to this Agreement.
25

26 Should the wage rates as stated in the Pay Study Wage Schedule be higher than Schedule A,
27 the District shall increase wages accordingly as outlined in Exhibit 1. The resulting wage rates
28 shall be set forth on Schedule A effective September 1 of the applicable fiscal year on an
29 annual basis. No bargaining unit members shall receive a reduction as a result of the pay study
30 and all bargaining unit members shall receive as a minimum the State increases pursuant to
31 Section 15.3.4. of this Agreement.
32

- 33 B. If the legislature reduces the District's levy authority or changes how levy funds may be spent
34 and doesn't otherwise provide sufficient increased revenue, that may be spent on classified
35 employee staffing to mitigate the loss of levy revenue, the process specified in Section
36 15.3.5.A in this Section and Exhibit 1 shall be suspended on a prospective basis.
37

38 **Section 15.4.**

39 Employees temporarily assigned to work in a higher paid job title for three (3) consecutive workdays shall
40 be paid at the higher range at Step 1 or the employee's regular rate of pay, whichever is greater.
41

42 **Section 15.5.**

43 If an employee is promoted, assigned, or transferred to a position in a higher pay range, the employee
44 shall be paid at the Step I rate of pay at the new range or the first rate that will provide an increase,
45 beginning with the employee's first day in the new position.
46
47
48

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

ARTICLE XVI

PROFESSIONAL DEVELOPMENT/REIMBURSEMENT

Section 16.1.

Employees covered by this Agreement shall be reimbursed for any mileage accumulated in their own car on school business authorized by their immediate supervisor. Private car mileage reimbursement shall be at the current rate used by the District. Employees will not be required to transport students except in emergencies.

Section 16.2.

Employees attending conferences or workshops previously approved by the Superintendent or their District Administrator shall have registration fees and mileage reimbursed by the District at the current rate.

Section 16.3.

When an employee, as a condition of continued employment, is required to attend any function such as conference, workshop, classes, etc., during non-work hours, the employee shall be compensated consistent with the terms and conditions of this Agreement.

Section 16.4. Training and Professional Development.

The District shall continue to budget funds for training and professional development for bargaining unit employees. Employees who are approved to participate in training during normal work hours and days shall be compensated for all hours spent in the activity at their regular rate of pay, including travel time, not to exceed the number of hours in that employee's normal schedule for that day. Employees who participate in training which is required by the District shall be compensated at their regular rate of pay for all hours spent in the activity, including travel time.

Section 16.5.

The District agrees to provide insurance protection for employees as required by RCW 28A.400.370.

Section 16.5.1.

Employees' personal property which is used directly in carrying out the instructional program will be covered against loss by theft or vandalism up to \$500.00 per year per employee. Any personal property to be provided this coverage must be approved in advance and registered by the employee's principal.

Section 16.6.

The District shall budget at least twenty six thousand dollars \$26,000 during each year of the contract for the payment of fees, registration, travel, meal costs, and employee time outside the regular work day (including mandatory benefits) for optional training to improve professional skills by attending educationally relevant conferences, workshops, and/or classes. "Relevant" is defined as an activity consistent with a school improvement plan and/or consistent with the individual's current assignment. Activities must be selected by the employee, pre-approved by the employee's supervisor, and pre-approved by the District administrator with budget authority. It is intended that these funds are to be self-directed by each employee, subject to administrative approval, and are not to replace or supplant existing funding provided under Section 16.4.

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

ARTICLE XVII

UNION MEMBERSHIP AND CHECKOFF

Section 17.1.

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Union in good standing shall, as a condition of employment, maintain membership in the Union in good standing during the period of this Agreement.

Section 17.2.

All employees subject to this Agreement who are not members of the Union on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Union in good standing during the period of this Agreement.

Section 17.3. Checkoff.

The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110 as per signed authorization cards.

The District will provide such cards (provided to the District by the Union) to each new employee. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

Section 17.3.1. Local Dues.

The District shall deduct PSE local Chapter dues separately and remit such funds to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

Section 17.3.2. Classified Employee Report to the Union.

The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to the Treasurer of the Public School Employees of Washington listing the name, social security number, hourly wage rate(s), hours worked, gross monthly compensation, and amount of PSE dues deducted for each bargaining unit employee.

Section 17.4.

The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Union shall pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount not to exceed regular monthly dues. This service charge shall be collected in the same manner as monthly dues.

Section 17.5.

The District Personnel Office will notify the Union of all new hires within thirty (30) working days of the hire date by means of monthly printout (Section 4.2). At the time of hire, the District Human Resources

1 Office will provide a PSE signature card and a copy of this Agreement. The Union will provide the
2 District PSE signature cards and copies of this Agreement.

3
4 **Section 17.6.**

5 Nothing contained in this Agreement shall require Union membership of employees who object to such
6 membership based on bona fide religious tenets or teachings of a church or religious body of which such
7 employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious
8 charity or other charitable organization mutually agreed upon by the employee and the Union. The
9 employee shall furnish written proof that such payment has been made. If the employee and the Union
10 cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission
11 pursuant to RCW 41.56.122.

12
13
14
15 **ARTICLE XVIII**

16
17 **SEPARABILITY OF PROVISIONS**

18
19 **Section 18.1.**

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

22
23 **Section 18.2.**

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

26
27 **Section 18.3.**

28 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
29 such provision shall be renegotiated pursuant to Section 21.2.

30
31
32
33 **ARTICLE XIX**

34
35 **DISCIPLINE AND DISCHARGE**

36
37 **Section 19.1.**

38 The District shall have the right to discipline or discharge an employee for justifiable cause. Any
39 disciplinary action or measure imposed upon an employee may be processed as a grievance through the
40 grievance procedure herein provided. If the District has reason to discipline or discharge an employee it
41 shall be done in a manner which will not embarrass the employee.

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

ARTICLE XX

DISTRIBUTION OF THE AGREEMENT

Section 20.1.

Digital copies of the Contractual Agreement between the Board of Directors, North Kitsap School District Number 400 and Public School Employees of North Kitsap will be provided to all currently employed members of the bargaining unit as quickly as possible after ratification. Hard copies will be provided upon request. Newly hired members of the bargaining unit shall receive, from the District, a copy of the Agreement, provided by the Union, upon completion of new hire employment processing.

ARTICLE XXI

TERM OF AGREEMENT

Section 21.1.

The term of this Agreement shall be September 1, 2016 to August 31, 2020.

Section 21.2.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF
NORTH KITSAP

NORTH KITSAP SCHOOL DISTRICT #400

BY: Mary Jane Gilbreath
Mary Jane Gilbreath, Chapter President

BY: Beth Worthington
Beth Worthington, School Board President

DATE: October 27, 2016

DATE: October 27, 2016

BY: CW-Martinson
Cindy Webster-Martinson, School Board Member

BY: Jim Almond
Jim Almond, School Board Member

BY: Glen Robbins
Glen Robbins, School Board Member

BY: Bill Webb
Bill Webb, School Board Member

BY: Patty Page
Patty Page, Superintendent

Schedule A
Public School Employees of North Kitsap
September 1, 2016 – August 31, 2017

POSITIONS	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15-19	20
Instructional Paraeducator	\$15.70	\$15.97	\$16.25	\$16.53	\$16.81	\$17.09	\$17.37	\$17.65	\$17.93	\$18.21	\$18.48	\$18.76	\$19.04	\$19.32	\$19.60	\$19.93
Para Special Education	\$16.48	\$16.72	\$16.95	\$17.19	\$17.43	\$17.67	\$17.90	\$18.14	\$18.38	\$18.61	\$18.85	\$19.09	\$19.33	\$19.56	\$19.80	\$20.08
Campus Security	\$18.92	\$19.14	\$19.36	\$19.59	\$19.81	\$20.03	\$20.25	\$20.48	\$20.70	\$20.92	\$21.14	\$21.36	\$21.59	\$21.81	\$22.03	\$22.13
Support Specialist	\$15.80	\$15.94	\$16.09	\$16.23	\$16.37	\$16.51	\$16.66	\$16.80	\$16.94	\$17.09	\$17.23	\$17.37	\$17.51	\$17.66	\$17.80	\$18.13
Building Computer Technician	\$20.44	\$20.60	\$20.77	\$20.93	\$21.09	\$21.25	\$21.42	\$21.58	\$21.74	\$21.91	\$22.07	\$22.23	\$22.39	\$22.56	\$22.72	\$22.97
Accountant	\$19.21	\$19.56	\$19.90	\$20.25	\$20.59	\$20.94	\$21.28	\$21.63	\$21.98	\$22.32	\$22.67	\$23.01	\$23.36	\$23.70	\$24.05	\$24.40
ASB Bookkeeper HS	\$18.23	\$18.50	\$18.77	\$19.04	\$19.31	\$19.58	\$19.85	\$20.12	\$20.38	\$20.65	\$20.92	\$21.19	\$21.46	\$21.73	\$22.00	\$22.31
Prog/Depart Office Coord (PDOC)	\$18.86	\$19.18	\$19.49	\$19.81	\$20.12	\$20.44	\$20.75	\$21.07	\$21.38	\$21.70	\$22.01	\$22.33	\$22.64	\$22.96	\$23.27	\$23.39
Payroll Benefits Officer	\$24.03	\$24.46	\$24.89	\$25.32	\$25.74	\$26.17	\$26.60	\$27.03	\$27.46	\$27.89	\$28.32	\$28.74	\$29.17	\$29.60	\$30.03	\$30.91
School Office Manager	\$19.77	\$20.08	\$20.39	\$20.70	\$21.01	\$21.32	\$21.63	\$21.94	\$22.25	\$22.56	\$22.87	\$23.18	\$23.49	\$23.80	\$24.11	\$24.47
Registrar	\$18.23	\$18.53	\$18.83	\$19.12	\$19.42	\$19.72	\$20.02	\$20.32	\$20.61	\$20.91	\$21.21	\$21.51	\$21.80	\$22.10	\$22.40	\$22.71
Secretary	\$17.64	\$17.95	\$18.26	\$18.57	\$18.89	\$19.20	\$19.51	\$19.82	\$20.13	\$20.44	\$20.75	\$21.07	\$21.38	\$21.69	\$22.00	\$22.31
Info Sys Specialist	\$18.98	\$19.34	\$19.71	\$20.07	\$20.44	\$20.80	\$21.17	\$21.53	\$21.89	\$22.26	\$22.62	\$22.99	\$23.35	\$23.72	\$24.08	\$24.79
LPN	\$22.25	\$22.45	\$22.64	\$22.84	\$23.04	\$23.23	\$23.43	\$23.63	\$23.82	\$24.02	\$24.21	\$24.41	\$24.61	\$24.80	\$25.00	\$25.10

Schedule A
Public School Employees of North Kitsap
September 1, 2017– August 31, 2018

POSITIONS	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
	1	2	3	4	5	6	7	8	9	10-14	15-19	20
Instructional Paraeducator	\$15.70	\$16.13	\$16.56	\$17.00	\$17.43	\$17.86	\$18.30	\$18.73	\$19.17	\$19.60	\$19.60	\$19.93
Para Special Education	\$16.48	\$16.85	\$17.22	\$17.59	\$17.96	\$18.32	\$18.69	\$19.06	\$19.43	\$19.80	\$19.80	\$20.08
Campus Security	\$18.92	\$19.27	\$19.61	\$19.96	\$20.30	\$20.65	\$20.99	\$21.34	\$21.68	\$22.03	\$22.03	\$22.13
Support Specialist	\$15.80	\$16.02	\$16.24	\$16.47	\$16.69	\$16.91	\$17.13	\$17.36	\$17.58	\$17.80	\$17.80	\$18.13
Building Computer Technician	\$20.44	\$20.69	\$20.95	\$21.20	\$21.45	\$21.71	\$21.96	\$22.21	\$22.47	\$22.72	\$22.72	\$22.97
Accountant	\$19.21	\$19.75	\$20.29	\$20.82	\$21.36	\$21.90	\$22.44	\$22.97	\$23.51	\$24.05	\$24.05	\$24.40
ASB Bookkeeper HS	\$18.23	\$18.65	\$19.07	\$19.49	\$19.91	\$20.32	\$20.74	\$21.16	\$21.58	\$22.00	\$22.00	\$22.31
Prog/Depart Office Coord (PDOC)	\$18.86	\$19.35	\$19.84	\$20.33	\$20.82	\$21.31	\$21.80	\$22.29	\$22.78	\$23.27	\$23.27	\$23.39
Payroll Benefits Officer	\$24.03	\$24.70	\$25.36	\$26.03	\$26.70	\$27.36	\$28.03	\$28.70	\$29.36	\$30.03	\$30.03	\$30.91
School Office Manager	\$19.77	\$20.25	\$20.73	\$21.22	\$21.70	\$22.18	\$22.66	\$23.15	\$23.63	\$24.11	\$24.11	\$24.47
Registrar	\$18.23	\$18.69	\$19.16	\$19.62	\$20.08	\$20.55	\$21.01	\$21.47	\$21.94	\$22.40	\$22.40	\$22.71
Secretary	\$17.64	\$18.12	\$18.61	\$19.09	\$19.58	\$20.06	\$20.55	\$21.03	\$21.52	\$22.00	\$22.00	\$22.31
Info Sys Specialist	\$18.98	\$19.55	\$20.11	\$20.68	\$21.25	\$21.81	\$22.38	\$22.95	\$23.51	\$24.08	\$24.08	\$24.79
LPN	\$22.25	\$22.56	\$22.86	\$23.17	\$23.47	\$23.78	\$24.08	\$24.39	\$24.69	\$25.00	\$25.00	\$25.10
Subject to Sections 15.3.4. and 15.3.5. of the Agreement												

1
2
3
4
5
6
7
8 **SCHEDULE B**

9 **PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP**

10 **GENERAL JOB CLASSIFICATIONS**

11 **Paraeducator**

12 Instructional Paraeducator
13 Special Education Paraeducator
14 Support Specialist

15 **Secretary**

16 Secretary
17 Program/Department Office Coordinator (PDOC)
18 School Office Manager
19 Information System Specialist
20 High School Registrar
21 High School ASB Bookkeeper

22 **Accountant**

23 Accountant
24 Payroll Benefits Officer

25 **Licensed Practical Nurse**

26 **Campus Security**

27 **Building Computer Technician**

28 **Native American Liaison**

Exhibit 1

The following sets forth the process to be utilized for the annual pay study as specified in Section 15.3.5, to formulate a Pay Study Wage Schedule (hereinafter “Study”):

On or about November 1st of each year starting November, 2017, the District shall request a copy of the collective bargaining agreements from the following school districts: 1) Bainbridge Island School District, 2) Bremerton School District, 3) Central Kitsap School District and 4) South Kitsap School District. Using the current wage schedule median rates shall be established as stated below.

The median rates used to formulate the Study shall be from the four school districts referred to above. The total hourly wage rate compensation shall include the sum of: 1) the hourly wage rate; 2) vacation pay, if applicable and 3) longevity pay, if applicable.

The “median rate” is defined as the amount generated using the median function in Excel of the total hourly wage rate compensation of the four (4) school districts referred to above to formulate the Study as follows:

1. The Step 1 median shall be Step 1 of the Study;
2. The Step 10 median shall be Step 10 of the Study;
3. The Step 15 median shall be Step 15 of the Study and
4. The Step 20 median shall be Step 20 of the Study.

The difference between Step 10 and Step 1 of the Study shall be divided by 9, which will be used to generate equal cents per hour incremental steps for steps 2 through 9.

The resulting pay Study shall have annual steps for years 1 through 10 and five-year longevity increments at years 15 and 20.

The Study shall be compared to the current North Kitsap School District PSE wage rates which shall include annual wage increases pursuant to Section 15.3.4, if applicable. Should the NKSD/PSE wage rates be lower than the Study for the same fiscal year, those steps on the NKSD/PSE wage schedule shall be increased accordingly. No bargaining unit member shall receive a reduction as a result of the Study and all bargaining unit members shall receive as a minimum the State increases pursuant to Section 15.3.4 of this Agreement.

For South Kitsap, the Instructional Paraeducator shall be the average of the Lunch Room/Play Ground Supervisor and the Special Program Paraeducator.

In cases where the comparison group district doesn’t staff a particular position, the North Kitsap rate for the applicable step shall be utilized as a substitute.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 AND THE NORTH KITSAP DISTRICT #400.

The parties agree as follows:

1. Paraeducators, working two (2) or more hours a day, shall be assigned a daily work shift that includes a minimum of six (6) minutes per day for the purpose of checking and responding to district email. The six (6) minutes may not be scheduled during an employee's contractually mandated paid rest breaks and/or duty free lunch. The District and Union agree to review the provision of dedicated worktime for paraeducators to check and respond to district email on an annual basis.
2. The District with work with supervisors and employees to avoid situations where employees are performing work without the compensation required by this Agreement and Federal/State wage and hour law.
3. Interpreter, Translator, COTA, SLPA and Brailist, will be job titles for wage purposes. The parties agree to meet on or about 2/1/17 to negotiate wage rates for these positions as well as designation of a general job classification. In the event the district hires a regular continuing position for one of the immediately preceding job titles the parties agree to meet to establish a wage rate as needed. In addition, on or about 2/1/17, the parties shall finalize the Letter Agreement (attached to this Agreement) to address intermittent use of employees to perform language translation services.
4. The parties agree to meet on or about 2/1/17, to review the hourly wage data for the Native American Liaison job title to ensure that wages are competitive with school districts that include Native American/First Nation Communities.
5. Several employees performing playground and lunchroom supervision were grandfathered as off schedule paraeducators as a part of the 2007 job title restructuring, due to the lack of highly qualified status. As of the 2016-17 FY their hourly rates are: 11 to 14 years (\$13.79); 15 to 19 years (\$13.96) and 20 years (\$14.18). Said employees shall receive the increases provided by Section 15.3.4 of this Agreement. Any such employee that satisfies the requirements to become highly qualified shall be paid as an Instructional Paraeducator based on their years of service in the position.
6. The District and Union shall form a subcommittee to review/revise bargaining unit job descriptions, starting with the secretary general job classification. Job titles specified in this Agreement shall be subject to revision as a part of this process. The subcommittees' recommendations shall be subject to the approval of the Union Executive Board and the District Board of Directors.
7. All members of the bargaining unit, will utilize the District's automated system to request a substitute.

1 8. The September 1, 2016 to August 31, 2017 Schedule A increases shall be retroactive to September
2 1, 2016, payable in a lump sum payment no later than December, 2016 payroll.

3
4 This Memorandum of Understanding shall become effective September 1, 2016, shall remain in effect
5 until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.
6

7
8 PUBLIC SCHOOL EMPLOYEES
9 OF WASHINGTON/SEIU Local 1948
10

11
12
13 PUBLIC SCHOOL EMPLOYEES OF
14 NORTH KITSAP

NORTH KITSAP SCHOOL DISTRICT #400

15
16
17 BY: Mary Jane Gilbreath
18 Mary Jane Gilbreath, Chapter President

19
20
21 BY: Patty Page
22 Patty Page, Superintendent

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
DATE: 10/27/16

DATE: 10/27/16

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP AND THE NORTH KITSAP SCHOOL DISTRICT #400. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

In the event a bargaining unit member is assigned by an administrator to serve in the capacity of an interpreter/translator, such individual shall be paid at the rate of (see MOU, Section 3) for all hours worked, as an interpreter/translator, as part of or in addition to the employee's regular work day. Interpreting/translating of fifteen (15) minutes or less during the regular workday will not trigger an increase in the hourly rate; however, if the employee interprets/translates for more than fifteen (15) minutes then he/she will receive compensation for the entire duration in fifteen (15) minute increments. Interpreting/translating outside the employee's regular work day will be compensated for the exact time worked. Interpreting/translating by employees who do not hold interpreter/translator certification from a recognized entity will be compensated at the employee's regular hourly rate.

Employees will not be required to work outside of their regular work day.

All hours worked beyond the regular workday in the capacity of an interpreter/translator will be non-benefited time. Such work may be assigned to current bargaining unit members or non-bargaining unit members at the discretion of the district.

Work performed as part of an employee's regular job duties will be excluded from this Letter of Agreement.

Certification shall be from a recognized entity.

This Letter of Agreement shall be effective September 1, 2016, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement. Upon mutual written consent by both parties, this Letter of Agreement may be reviewed for possible revision.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF NORTH KITSAP

NORTH KITSAP SCHOOL DISTRICT #400

BY: Mary Jane Gilbreath
Mary Jane Gilbreath, Chapter President

Patty Page
BY: Patty Page, Superintendent

DATE: 10/27/16

DATE: 10/27/16