

**AGREEMENT BETWEEN**

**KENT SCHOOL DISTRICT NO. 415**

**AND**

**AMERICAN FEDERATION OF TEACHERS UNION OF WASHINGTON  
KENT CHAPTER**

**September 1, 2022- August 31, 2025**



## **PREAMBLE**

This Agreement is made and entered into between Kent School District Number 415 (hereinafter "District") and American Federation of Teachers Union of Washington, Kent Chapter (hereinafter "Union").

The parties agree that it has been and will continue to be in their mutual interests and purposes to



## AGREEMENT

### 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 1.4 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 deputy, 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 (2).
- Section 1.3 When job descriptions are revised or new positions created, the Union will be furnished a copy of said job description. Creation of new positions or the significant modification of existing positions shall require reopening of this Agreement pursuant to Section 19.3 for the wages of the new position. No employee will be required to work outside of the work of this bargaining unit unless agreed by the employee or in case of an emergency (including but not limited to weather events, lock downs, and natural disasters).
- Section 1.4 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: custodial, grounds, maintenance, warehouse and food service delivery, distribution and utility drivers, print shop and transportation shop. Substitutes represented by the Union shall include only those employed by the District for more than thirty (30) days of work within the current or immediately preceding school year and who continue to be available for employment as substitutes.
- Section 1.5 Split Positions. Employees in positions included in this bargaining unit who also hold a position(s) in another District bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit, provided, however, that group insurance benefits for split employees shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled daily hours, and provided further that where a split employee has an equal number of regularly scheduled daily hours, the employee shall elect at the outset of such split employment which unit's group insurance benefits apply.



Section 3.5 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation, religion, age or marital status or individuals with disabilities possessing the required qualifications for the position.

Section 3.6 Whenever words denoting a specific gender are used in this Agreement, they are intended, and shall be construed, so as to apply equally to either gender.

#### **ARTICLE IV - RIGHTS OF THE UNION**

Section 4.1 The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession.

Section 4.2 The Union shall promptly be notified by the District of any formal grievance of any

Section 4.6 The Union reserves and retains the right to delegate any Union right or duty contained herein to appropriate officials of the American Federation of Teachers Union of Washington.

Section 4.7 Visitation rights shall be granted to the designated representative of the Union to visit employees in the unit for the purpose of grievance procedures and/or general information data. This excludes recruitment during working hours. The union representative shall notify his/her immediate supervisor and the building





representatives of the District pursuant to Section 6.1 formal minutes shall be prepared.

Section 6.4 The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

## **ARTICLE VII - HOURS OF WORK AND OVERTIME**

Section 7.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The twelve (12) month work year shall consist of two hundred sixty (260) days.

Section 7.2 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee, except in unusual emergency situations. Custodial staff may be assigned to work an alternate schedule in the event of absences. In such cases the supervisor shall attempt to notify the employee as soon as possible. For temporary or short-term shift changes of less than thirty (30) days, the District shall give a minimum of five (5) working days notice to the employee. For long term shift changes of thirty-one (31) to ninety (

immediate supervisor (or Lead) and the building office. When an employee is responsible for a site, someone must be attending to the site for that time if the building is occupied. Unoccupied facilities must be secured and alarmed. The employee should notify the supervisor when departing and arriving.

7.3.2 Those working the third shift shall be compensated at a higher rate as indicated in the attached salary schedule (Exhibit A).

7.3.3 Should an employee be suspected of working hours beyond the defined





that event, no district employee shall work in the extended work category in that position or in any similar position.

under the provisions of this article, the employee shall have his/her seniority adjusted to include the work years in which the employee worked more than their scheduled work year.

Section 7.14 No employee covered by this contract shall be required to care for, be responsible for the actions of, manage, or supervise any student assigned to perform custodial labor duties.

Section 7.15 Mechanics may be asked, but not required, to drive bus runs on a voluntary basis.

Section 7.16 Camera and other electronic surveillance

The primary function of the camera surveillance system at KSD is focused on student safety and conduct. AFT bargaining unit staff will not be subject to discipline from surveillance in non-public areas

Regular nine (9) month employees covered by this Agreement shall receive the following holidays:

1. Labor Day	6. New Year's Day
2.	7. Martin Luther King Day
3. Thanksgiving Day	8. Presidents' Day
4. Christmas Day	9. Memorial Day
5. Day before or after Christmas Day	

Nine (9) month employees who are hired to work the three summer months will be compensated for the 4<sup>th</sup> of July holiday. Compensation will be on their September pay warrant, based on the average number of daily hours worked in the summer.

The union will notify the district no later than March 30, with their preference of the elective holiday dates for the following year in holidays numbered 6, 8 and 13. The elective holiday cannot conflict with a day school is in session for students. In the event of a non-work day, it shall be scheduled in conjunction with the Christmas holiday.

Whenever any holiday recognized within this Agreement falls upon a Sunday, the following Monday may be recognized as the holiday unless school is in session, then the preceding Friday will be recognized. Whenever any holiday recognized within this Agreement falls upon a Saturday, the following Monday or the preceding Friday may be recognized as the holiday. Regular twelve (12) month employees covered by this Agreement, who do not work on holidays recognized within this Agreement shall be paid at their regular rate of pay, provided that:

Section 8.2 Un-worked Holidays











- 1) Maintaining a zero (0) sick leave balance for two (2) consecutive years without good reason;
- 2) Establishing a pattern of absenteeism that indicates sick leave abuse without providing good reason. Evidence of abuse patterns may include:
  - i. Absences on Program/Special Project days;
  - ii. Absences during cleaning breaks;
  - iii. Monday and/or Friday absence;
  - iv. Sick leave taken in conjunction with vacation leaves without a note from a health care provider.

Should an employee (not on health-related leave approved by Human Resources) be will send written notification to an officer of the Union. The Union officer will contact the employee and discuss the concern of appropriate use of sick leave. Following the meeting, the Union officer will confirm to the supervisor that the meeting has occurred. Should another instance of abuse arise within twelve (12) months of the date of the union officer was notified, the employee may be disciplined according to Article XII.

Employees who have been disciplined for sick leave abuse will not be allowed to apply for shared leave from any other District employees during the year in which the discipline occurs. In the event of a pending grievance regarding the claim of sick leave abuse the employee may apply for shared leave, but any shared leave granted will be held pending the outcome of the grievance.

- 9.1.7 In the case of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness provided the Board acts to give advance notice that this provision will be implemented during a specific time.
- 9.1.8 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on a leave of absence. Vacation credits sick leave and discretionary leave shall not accrue while the employee is on a leave of absence; however, seniority shall accrue during any approved leave of absence.
- 9.1.9 Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one (1) school year into the subsequent school year or that position is no longer available, such employee shall be assigned to an equivalent position.
- 9.1.10 Leave Sharing:  
The District shall administer a leave sharing program in accordance with District Policy 5406 and 5406P for employees suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, as authorized by RCW 28A.400.380, RCW 41.04, 650, and

-126-065 means



other person licensed to perform customary health services. The employee shall notify the District in writing of her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is scheduled to begin. The employee shall include with such notice either a physician's

Section 9.5    DISCRETIONARY

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9.5.3. One (1) day of Employee Discretionary Leave may be carried forward to the  
-forward shall be based on the  
Carry-  
forward must be authorized in writing by the employee during the Payroll  
survey conducted in May of each year. If carried forward, such time must be  
used or it will be lost. The carry-forward time is not eligible for cash out.  
Except for up to one (1) day which can be carried forward

military leave, sick leave, vacation, and EDL shall not be lost, but shall not accrue. Seniority and longevity shall not be lost, and shall accrue.

Section 9.8    ON-THE-JOB INJURY (Absence due to Industrial Accident)

- 9.8.1        All employees covered by this Agreement shall be covered by the Washington State Workers' Compensation Law, self-insured by the Kent School District. The cost of the Industrial Insurance and Medical Aid coverage shall be borne by the District. The cost of the Pension Fund (long term disability) will be shared equally by the employee and the District in accordance with the Workers' Compensation Law.
  
- 9.8.2        In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Washington State Industrial Insurance Law, the District shall pay the employee an amount equal to the difference between the amount paid the employee as determined by Industrial Insurance Law and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. Once the difference is ascertainable, such payment shall be made in the next scheduled pay period. A deduction shall be made from the employee's accumulated sick leave proportionate to the amount actually paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis.
  
- 9.8.3        employment with the District, s





otherwise, in which case the employee shall provide such notice as if practical. Notice will be submitted to the Human Resources Benefits & Leave Section.

9.11.1.5 The District may require the employee to provide certification from provider as to (1) the date that the condition commenced, (2) the nd (4) the . Upon return to work, the District may require the employee to perform the . Upon return to work the District may require



held prior to the layoff or reassignment

Hours of Work and Overtime  
Leaves  
Probation, Seniority and Layoff  
Insurance and Retirement  
Holidays and Vacations  
Transfer of Previous Experience

## **ARTICLE XII DISCIPLINE, PERFORMANCE DEFICIENCIES, AND DISCHARGE OF EMPLOYEES**

Section 12.1 The District shall have the right to discipline or discharge an employee for just cause.

provided. Whenever the District has reason to reprimand an employee, it shall be done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

Section 12.2 The discipline or discharge of an employee by the District shall be administered on the basis of just cause. cause means that definition as contained in Washington state and federal law, and includes, the following criteria:

- a. Did the District inform the employee of the disciplinary consequences of rule violations, performance deficiencies, or misconduct?
- b. Was the rule reasonably related to the orderly, efficient, and safe
- c. Prior to administering discipline, did the District make an effort to discover whether the employee did in fact violate or disobey a rule or order of management, or whether the employee failed to meet mutually-understood expectations of performance?
- d. conducted in a fair and objective manner
- e. Did the District obtain substantial evidence from the investigation to prove that the rule had been violated or that the employee failed to meet mutually-understood expectations of performance?
- f. Did the District apply its rules, orders, and penalties in an evenhanded manner, so as not to discriminate against any employee?
- g. Was the severity or degree of discipline reasonably related to (1)

Section 12.3 Generally, discipline shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the advisory consultation with the employee. The employee may attend this informal consultation on his or her own, or may request that a union representative be present. The supervisor may document advisory matter reso  
Formal discipline shall conform to the following steps.

1. Documented verbal consultation. Such

Upon separation of employment other than retirement, employees under Retirement Plan II or Plan III will receive their accumulated vacation not to exceed forty (40) days.

Vacation cash out will be paid on the warrant on the next scheduled pay date after

Section 13.5 VEBA 3 ACCOUNT

Each year, the bargaining unit will conduct a meeting to determine if an employee shall have the right to a VEBA 3 account. The determination must be made by December 31 of each year for the following calendar year. This decision shall apply to

**ARTICLE XIV - TRAINING**

Section 14.1 Employees will attend all approved District training classes held within the District during work hours as scheduled by their supervisor. All time spent at approved District







the Department Director within five (5) working days of the informal meeting outlined in 16.2.1. The parties will have five (5) working days from submission of the written statement of grievance to resolve the grievance by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

16.2.3 (Step 3) If no settlement has been reached at Step 2, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days of the completion of Step 2 to Human Resources or the Human Resources designee. After such submission, the parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an



grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.

- 16.3.14 Limits of the Arbitrator. The arbitrator cannot order the District to take action that goes beyond law.

## ARTICLE XVII - WAGES

Section 17.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 17.2 Wages for employees subject to this Agreement, during the term of the Agreement, are contained in the AFT Wage Schedule (Exhibit A), which is incorporated by reference herein.

Section 17.3 Wages contained in Exhibit A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to the effective date, wages, including overtime, shall be retroactive to the effective date.

Section 17.4 Retroactive pay, where applicable, shall be paid within sixty (60) working days following execution of this Agreement.

Section 17.5 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

### Section 17.6

Any employee using their personal car on District business shall be compensated at the rate established by the Federal IRS. The mileage shall be authorized and validated by the employee's immediate supervisor. For employees on the on-call duty bag who are called in, mileage will be compensated at the IRS rate when using their own car to get to the District office for a district vehicle or when using their own car, either the distance fte when using their o\*nBT(upetQ(i)7(s)-6( A 0 612 792 reW\*nB7





c/o Kent School District, Human Resources  
Deadlines for application submission are October 1 and May 1 of each year.

Section 17.12 In recognition of the nationally recognized ASE Certification for Transportation Mechanics, the District will provide a \$520.00 annual stipend to all eligible transportation mechanics who have provided to Human Resources a current, valid certification up to a maximum of one (1) certification. Payment will be made to the eligible employee as a lump sum in the January pay warrant. Transportation mechanics who are newly certified will be paid no later than the pay period immediately following the period in which the District receives a copy of the certification from the employee.

Section 17.13 Vector Training Incentive

Employees who complete all of the required Vector training by the District deadline in November will receive a \$400 stipend on their December pay warrant. This replaces the former attendance incentive.

**ARTICLE XVIII - NO STRIKE AGREEMENT**

Section 18.1 There shall not be authorized any strike, slowdown or any other stoppage of work by the Union regardless of whether an unfair labor practice is alleged. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the employees do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

**ARTICLE XIX - TERM AND SEPARABILITY OF PROVISIONS**

Section 19.1 The Term of this Agreement shall be September 1, 2022 to August 31, 2025.

Section 19.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 19.3







## Exhibit A

	0-5 Years	6-12 Years	13+ Years
JOB TITLE			

**EXHIBIT A 1**

**OTHER WAGE AND PAY PROVISIONS**





Professional Training

List any special programs you have participated in.

**EXHIBIT C**

**Nutrition Services (NS)  
Summer Program Procedures  
For AFT Bargaining Unit in NS**

1. Staffing required for any service that involves driving vehicles, receiving, storing and issuing food and supplies