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## PREAMBLE

This Agreement is made and entered into by and between Kent School District, herein referred to as the District or the Employer, and the Washington State Council of County and City Employees Council 2, AFSCME, Local 2617-IT, herein referred to as the Union. The purpose of this Agreement is to set forth the wages, hours, and conditions of employment for the employees of the District who are represented by the Union as set forth in Article I herein.

## ARTICLE 1 - RECOGNITION AND UNION RIGHTS

1.1 Recognition. The Employer hereby recognizes the Union as the exclusive bargaining agent for all full-time and regul 1 g.33e /Foot( fu)-3 (r a)1 (l)-5 (l)-2 (c)4 (l)-2 ( (oye)4 (e)4 (s)v14CID 13 (o( t)y,t7(c)

of the Local shall be granted the option to attend a union orientation meeting scheduled by the employer of up to thirty (30) minutes on paid time. No employee may be mandated to attend the meeting or presentations by the exclusive representative.

1.5 Visits by Union Representatives. The Employer will recognize two (2) shop stewards who may investigate and process grievances during working hours without loss of pay, provided they are able to maintain the progress of their work, and they obtain their immediate supervisors' approval. The Employer shall provide the shop stewards with a list of employees who are on the work email, hire date in the 7<sup>th</sup> month of the year, and the date and conditions of employment.

by the employee.

2.5 The Union shall indemnify and defend the Employer and save the Employer harmless from any and all claims against the Employer arising out of the administration of this article so long as the Employer complies with this article.

### ARTICLE 3 – MANAGEMENT/EMPLOYEE/UNION RIGHTS

3.1 Management Rights. Subject to the express terms of Article 11.2 (e)4 (r)3 (i)2 (g)2 (s)-1,(e)4 (s) p/Artiv10 (t)-2 ( o (l)-2 ()2 (n) 04 Tw ẽ)4 (s)10 (t)-2 ( o (he)4o10 (t)10 (t)ent)-(he)4 ( e)410 (t)v-1 (s)ba Eeg4 (nt

or 3) that the District may keep documents regarding allegations of physical or sexual abuse or harassment for more than five (5) years if these documents are kept in a sealed file in the possession of the District's legal counsel, or 4) that the District may keep the employee's evaluation for more than five (5) years if the evaluation is kept sealed in a separate archive. Such requests shall be made in writing.

C.) Workplace Safety. The District, in accordance with state law, district policies, and procedures, will make reasonable efforts to establish and maintain a safe and secure school and work atmosphere for all employees and students. Employees are expected to report all safety concerns to their supervisors, and to their work site safety committees, if applicable. Upon request, the District shall provide information regarding the resolution of the safety concern.

### 3.3 Union Rights.

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

B. Notices. The Union shall have the right to post notices of activities and matters of Union concern on designated areas of bulletin boards to be provided by the District. The Union further

## ARTICLE 4 - PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, or national origin. The Union shall share equally with the District the responsibility for applying this provision of the Agreement. Any allegations of a violation of this Article may be adjudicated in another forum but are not subject to the grievance and arbitration provisions of this agreement.

## ARTICLE 5 – JOB VACANCIES

5.1 Vacancies and Transfers. Vacancies for positions covered by this bargaining unit will be posted on the District’s web page and included in Human Resources all-staff communications regarding new job postings as they become known. Open positions shall no

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Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the

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Employees working three or more hours longer than a normal workday shall be allowed at least one 30-

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Employees shall be allowed a rest period of not less than 15 minutes, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours

ZLWKRXW D UHVW SHULRG ×

Employees may opt to take one (1) hour lunch (combining meal period and rest periods) with the agreement of the Employer.

6.2 Overtime. Overtime shall be administered in accordance with the Fair Labor Standards Act, and state laws and regulations. Non-exempt employees who are required by their immediate supervisor to work beyond forty (40) compensated hours per week shall receive time and one-half for all overtime, except that work performed on a designated holiday will be paid at two and a half (2 1/2) times the employee's regular rate of pay. This is defined as holiday pay plus time and one-half for all regular work hours for a total of two and a half times (2 ½) the employee's



hours are worked under such circumstances, the employee shall be paid actual time worked, at

7.5 The Employer shall consider seniority for hiring, layoffs, and recall. In the case of hiring internal applicants, seniority shall be considered a tiebreaker when candidates are equally qualified in experience, knowledge, skills, and abilities.

7.6 Seniority of an Internal Hire Probationary Employee. An initial probationary employee shall have no seniority until the completion of the probationary period. On the successful completion of the initial probationary period, the employee will accrue seniority from the date of hire into their current position.

## ARTICLE 8- PROBATION

8.1. Initial Probation. The initial probationary period shall mean the probationary period served by an employee on a new hire with the District. The initial probationary period shall be 130 workdays in duration beginning with the employee's first day of work for the employer in the bargaining unit.

8.2. Interim Probationary Period. Interim probation shall mean a probationary period for promotion, involuntary transfer, voluntary transfer, or demotion. The interim probationary period shall be 65 workdays in duration beginning with the employee's first day of work in the new position.

### 8.3 Removal During Probationary Period.

A. Initial: New employees may be terminated during the initial probationary period, including any extensions, with or without just cause and without access to the grievance procedure.

B. Promotion or Other Change in Position: An employee who does not successfully complete an interim probationary period resulting from a promotion or other change in position shall be returned to their former position if it is still open or the employee may be placed in any open position within the bargaining unit for which they are qualified. Their compensation will be adjusted to match the position, if necessary. If there is no position available, then the employee will be separated, however, will have recall rights to the first available position for which the employee is qualified for a period of one (1) year. The Employer shall provide written reasons to the employee stating the basis for the failure of the employee to successfully complete the probationary period. The written reasons shall be provided to the employee at the time the employee is notified of his/her failure to complete the probation.

In addition, during the first 20 workdays of the interim probationary period, the employee may decide to return to their former position if it is still open or may apply for any open position.



right to recall in accordance with section 9.5.b. Layoff Employment Pool personnel, based on their seniority, will be offered bargaining unit positions for which they are qualified, and which do not increase their previous pay level. This process will continue until the employment pool is depleted or there are no candidates qualified in the pool for any particular open position. In addition to the above, Layoff Employment Pool members shall retain bargaining unit rights for any other application for open positions.

An employee's name may be removed from the recall eligibility list for any of the following reasons:

- a. Expiration. If the time limit for recall expires.
- b. Waiver. An employee may elect to waive the right to recall by signing a waiver letter.
- c. Forfeiture. Employees forfeit the right to recall if they:

- (1) Refuse a job in a position that is within the same pay level of their position at the time of layoff;

- (2) Fail to notify the Employer of their intent to accept recall within five working days (5) of the offer of reinstatement;

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## ARTICLE 10 – LEAVES

10.1 Leave without pay. An employee who is unable to perform his/her duty because of health reasons may be granted a leave of absence up to one (1) year without pay, which may include up to twelve (12) weeks of unpaid Family Medical Leave for eligible employees. Application for this leave shall be made in writing to Human Resources. The District may require certification by



10.7 Bereavement Leave. Up to five (5) days of bereavement leave may be granted in the event of a death in the “Immediate Household” or “Immediate Family” as defined-below. Bereavement leave of one (1) day will be granted for a person within the “Not Immediate Family” as defined below. Bereavement leave shall not be cumulative.

- x Immediate Household – All people living in the same family unit, not necessarily related.
- x Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.
- x Not Immediate Family – Niece, nephew, aunt, uncle, cousin, or close friend.

10.8 Discretionary Leave. Employees may use up to two days, per year, as employee discretionary days. Use of employee discretionary leave requires five days' advance notice to the employer. In situations when advance notification cannot be given, the employee must have a recommendation for approval from the supervisor. Employee discretionary will not be granted on the workday directly before or the workday directly after holidays, scheduled school breaks, or the first or last day of the school term except in case of a qualifying exception as listed below:

- Legal affairs that cannot be conducted at another time.
- Situations created by forces of nature having significant deleterious effects upon the employee's property, health, or family safety.
-







11.2 Definitions (struck through 5.16.22)

11.3 Sick leave use. Employees may use sick leave for the following purposes:

(1) Personal illness: accumulated sick leave shall be granted when an employee is required to be absent from work for any of the following reasons:

(a) The employee's mental health or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative care;

(b) Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others;

(c) Disability of the employee due to pregnancy or childbirth;

(d) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(2) Illness of a family member: Accumulated sick leave shall be granted when an employee is required to be absent from work to provide care to a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventative medical care. Family member means any of the following:

- x A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- x A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- x A spouse;
- x A domestic partner;
- x A grandparent;
- x A grandchild;
- x A sibling;
- x Someone in the immediate household (living in the same family unit, not necessarily related).

(3) Property Emergency: One day of sick leave may be used per year to attend to the protection of property due to an emergency. An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.

11.4 Verification. For any absence in excess of five (5) consecutive workdays, medical certification must be made by the employee's or family member's licensed healthcare provider that the absence was medically necessary. Medical certification must be updated or renewed every twenty (20) workdays of absence per year beginning September 1 unless other

Section 12.2. Vacation Accrual.

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

Section 12.3 Accumulation. Vacation time shall not be accumulated in an amount to exceed two times the employee's entitlement. Any excess vacation accumulation not used by August 31<sup>st</sup> of each year will be lost.

Section 12.4 Vacation Approval Vacation requests will be considered by the supervisor in the order received and approval shall not be unreasonably denied.

Section 12.5 Cash Out Upon separation of employment by reason other than retirement, all employees will receive their accumulated vacation, not to exceed two times the employee's entitlement by warrant on the next scheduled pay date after their final pay warrant.

## ARTICLE 13 - PAID HOLIDAYS

13.1 Holiday Schedule. The following shall be paid holidays for twelve-month employees:

- x New Year's Day
- x Day before or day after New Year's Day
- x Martin Luther King's Birthday
- x President's Day
- x Memorial Day
- x Juneteenth
- x Independence Day (Fourth of July)
- x Labor Day
- x Veteran's Day
- x Thanksgiving Day
- x Native American Heritage Day (Day after Thanksgiving)
- x Day Before Christmas
- x Christmas Day
- x Day After Christmas

13.2 Holidays during vacation. 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 been paid for the last scheduled day preceding the holiday and the

first scheduled day succeeding the holiday shall be eligible for pay for such an unworked holiday.

13.3 Working on a Holiday. Employees who are required to work on the above-described holidays shall receive two and one-half (2½) times the employee's regular rate of pay for all hours worked on such holidays unless the employee starts to work at 10:00 p.m. or thereafter on that date. This is defined as holiday pay plus time and one-half for all regular work hours for a total of two and a

14.3 Out-of-Class Pay. An employee who is requested to perform a majority of the duties of a position at a higher classification for more than one (1) workday due to an unfilled position or absence, shall be paid at the salary step in the pay grade of the rate of the higher classification which is a minimum increase of four percent (4%), as long as the employee's salary rate does not exceed the top step of the new salary range, starting at the beginning of the second consecutive day of work and retroactive to the first day of working the higher classification.

14.4 Voluntary Employee Benefits Account (VEBA). The District will make approved contributions for all eligible employees in a VEBA account consistent with District policy, state

C. Human Resources will evaluate all submissions and any written or verbal statements job incumbents, supervisors, or relevant District Administrators wish to make.

D. Human Resources will make a recommendation to the ASHR, outlining the rationale of the recommendation, and including cost data. If this recommendation differs from the Committee's recommendation, both will be included.

E. The ASHR or their designee will make the final decision on whether to reclassify the position, reorganize the position, or instruct the supervisor to remove out-of-class duties from the incumbent by April 15th.

F. Human Resources will communicate the decision and the rationale for the decision to the incumbent and supervisor once the determination has been made.

G. Bargaining unit members have the right to appeal any denial of reclassification to the superintendent of the district.

H. The effective date of reclassification shall be September 1st of the subsequent school year. If, as a result of the reclassification process, the position occupied by the employee is elevated to a higher pay level, step placement on the new salary level shall be on the same step at which the employee previously was on the lower level, prior to the reclassification.

14.7 School Employees Benefits Board. The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB, including any future amendments.

14.8 Direct Deposit. Employees are required to enroll in direct deposit of their pay. Pay may be directed to the financial institution of the employee's choice. Enrollment forms may be obtained from the payroll office.

14.9 Travel Allowance. Any employee authorized to use their personal vehicle on District business shall be compensated at the rate as provided by District policy. The mileage must be authorized and validated by the employee's immediate supervisor. An employee who is authorized to use their personal vehicle for District business whose vehicle is damaged while being used for District business, and no other party is responsible, may submit a claim to the district for either the cost of the repair, or the insurance deductible, whichever is less.

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

## ARTICLE 15- DISCIPLINE & DISCHARGE

15.1 Just Cause. The District reserves the right to, discharge, suspend or otherwise discipline employees. The district shall use progressive discipline where appropriate, but the District may apply any level of discipline commensurate with the seriousness of the offense.

Disciplinary action for purposes of this article shall mean written warnings, written reprimands, suspension without pay, or involuntary termination. No employee shall be subject to disciplinary action without just cause.

15.2 Representation for Disciplinary Proceedings. An employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to be questioned about a matter and the member reasonably believes that such questioning may result in discipline.

The selection of a representative will be at the discretion of the employee receiving the disciplinary action as long as the representative is available. If not, then the employee will be limited to the most readily available steward. A union steward/representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within normal work hours. The Employer shall schedule all investigative or disciplinary meetings at a time so as not to deny the employee representation and the employee shall be considered in pay status for any and all such meetings called by the Employer.

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

## ARTICLE 16 - GRIEVANCE PROCEDURE

### 16.1 Definitions.

- A. Grievance shall be defined as an allegation of a violation of an express term of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
- B. Grievant shall be defined as the party filing the grievance. For purposes of this



16.2 Employee Representation. The Washington State Council of County and City Employees Council 2, AFSCME, Local 2617-IT shall be the exclusive representative of all the employees in the bargaining unit for the purposes of the resolution of grievances. An employee may have a union steward present to represent him/her at any step of the grievance process if the employee





## ARTICLE 23 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement.

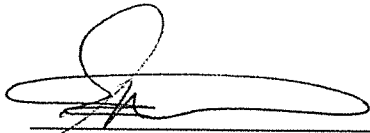
For the duration of this Agreement, Kent School District and the Union may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the terms of this agreement. No modifications will become effective without a written agreement, signed by both the school district and union that defines the specifics of the modification.

## ARTICLE 24 – PAST PRACTICE

The provisions of this contract shall supersede any previous past practice for items covered in this agreement. Any issues that arise regarding matters that are not covered in this contract shall be address 2e

**SIGNATUR**

WSCCCE/AFSCME Council 2, AFL-CIO



3/8/2023

Suzette Dickerson  
Staff Representative

Date

	Step 1	Step 2	Step 3	Step 4	Step 5
Level 1					
Tech Support Specialist I					
Helpdesk Specialist I					
Network Specialist I					
Network and Systems Analyst I					
Level 2					
Tech Support Specialist II					
Helpdesk Specialist II					
Network Engineer I					
Application Tech Specialist I					
Server Administrator I					
Telecommunications Specialist I					
Applications Analyst I					
Network Specialist II					
Level 3					
Tech Support Specialist III					
Network Engineer II					
Application Tech Specialist II					
Help Desk Specialist III					
Application Analyst II					
Server Administrator II					
Network Specialist III					
Level 4					
Tech Support Specialist Lead					
Help Desk Specialist Lead					
Application Analyst III					
Network Engineer III					
Web Developer					
IT Project Specialist					
Application Tech Specialist III					
Level 5					
Server Administrator III					
Network Engineer Lead					
Application Specialist Lead					
Application Analyst Lead					
Database Administrator					
Web Systems Engineer					
Level 6					
Server Administrator Lead	\$98,944	\$104,151	\$109,634	\$115,403	\$ 121,477
Level 7					
IT Systems Architect					
Sr. Security Manager					

Step 1      Step 2      Step 3      Step 4      Step 5

Level 1

Tech Support Specialist I

Helpdesk Specialist II

Network Specialist I

Network Administrator I (a) 6 ad539.4 462.6 12.001 re W 62</T /TT1 1 Tf 0.002185.10.003 Tw 10.56 -0 0 10.56

Level 2

Tech Support Specialist II

Helpdesk Specialist (II) Tnaly(a)-62.6 (t7 Q q 74.64 539.4 462.6 12.001 re W 38C (r)e2 Tc 0.003 T395EM</006 T

Network Engineer I

Application Support Specialist (I DI)-3.3 list II

Server Administrator I

EXHIBIT 1  
FISCAL YEAR 2022-2023 (Effective September 1, 2022)

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level 1</b>					
Tech Support Specialist I					
Helpdesk Specialist I	\$67,265	\$70,806	\$74,532	\$78,454	\$82,584
Network Specialist I					
Network and Systems Analyst I					
<b>Level 2</b>					
Tech Support Specialist II					
Helpdesk Specialist II					
Network Engineer I					
Application Tech Specialist I	\$79,496	\$83,678	\$88,083	\$92,719	\$97,599
Server Administrator I					
Telecommunications Specialist I					
Applications Analyst I					
Network Specialist II					
<b>Level 3</b>					
Tech Support Specialist III					
Network Engineer II					
Application Tech Specialist II					
Help Desk Specialist III	\$91,725	\$96,553	\$101,633	\$106,984	\$112,614
Application Analyst II					
Server Administrator II					
Network Specialist III					
<b>Level 4</b>					
Tech Support Specialist Lead					
Help Desk Specialist Lead					
Application Analyst III					
Network Engineer III	\$103,955	\$109,426	\$115,185	\$121,249	\$127,630
Web Developer					
IT Project Specialist					
Application Tech Specialist III					
<b>Level 5</b>					
Server Administrator III					
Network Engineer Lead					
Application Specialist Lead	\$110,070	\$115,863	\$121,961	\$128,381	\$135,136
Application Analyst Lead					
Database Administrator					
Web Systems Engineer					
<b>Level 6</b>					
Server Administrator Lead	\$116,185	\$122,299	\$128,737	\$135,512	\$142,645
<b>Level 7</b>					
IT Systems Architect					
Sr. Security Manager	\$122,299	\$128,737	\$135,512	\$142,645	\$150,152
Data Engineer					

Note: Includes 6.75% increase



EXHIBIT 1  
FISCAL YEAR 2023-2024 (Effective September 1, 2023)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Level 1</b>									
Tech Support Specialist I									
Helpdesk Specialist I	\$ 69,451	\$ 71,255	\$ 73,106	\$ 75,005	\$ 76,954	\$ 78,953	\$ 81,004	\$ 83,108	\$ 85,267
Network Specialist I									
Network and Systems Analyst I									
<b>Level 2</b>									
Tech Support Specialist II									
Helpdesk Specialist II									
Network Engineer I									
Application Tech Specialist I	\$ 82,080	\$ 84,212	\$ 86,400	\$ 88,645	\$ 90,948	\$ 93,311	\$ 95,735	\$ 98,222	\$ 100,774
Server Administrator I									
Telecommunications Specialist I									
Applications Analyst I									
Network Specialist II									
<b>Level 3</b>									
Tech Support Specialist III									
Network Engineer II									
Application Tech Specialist II									
Help Desk Specialist III	\$ 94,706	\$ 97,166	\$ 99,690	\$ 102,280	\$ 104,937	\$ 107,663	\$ 110,460	\$ 113,330	\$ 116,274
Application Analyst II									
Server Administrator II									
Network Specialist III									
<b>Level 4</b>									
Tech Support Specialist Lead									
Help Desk Specialist Lead									
Application Analyst III									
Network Engineer III	\$ 107,334	\$ 110,123	\$ 112,984	\$ 115,919	\$ 118,931	\$ 122,021	\$ 125,191	\$ 128,443	\$ 131,780
Web Developer									
IT Project Specialist									
Application Tech Specialist III									
<b>Level 5</b>									
Server Administrator III									
Network Engineer Lead									
Application Specialist Lead	\$ 113,647	\$ 116,600	\$ 119,629	\$ 122,737	\$ 125,926	\$ 129,198	\$ 132,555	\$ 135,999	\$ 139,532
Application Analyst Lead									
iDat (a)-pp.4 (a)5A \$39,919									
<b>Level 7</b>									
IT Systems Architect									
Sr. Security Manager	\$ 126,274	\$ 129,555	\$ 132,921	\$ 136,374	\$ 139,917	\$ 143,552	\$ 147,281	\$ 151,107	\$ 155,033
Data Engineer									

Note: Includes 3.25% increase

Step 1    Step 2    Step 3    Step 4    Step 5    Step 6    Step 7    Step 8