

**Kiona-Bento School District & KBEA  
District Negotiations Update September 14, 2011**

**Frequently Asked Questions (FAQ's)**

<b>Q.</b>	<b>Where are we in the process?</b> The Kiona-Benton Education Association and the District began contract negotiations on <b>July 25, 2011</b> , the entire contract was open for negotiations. We have met on <b>four</b> occasions to trade proposals and share background information and data. On <b>August 26, 2011</b> the parties met to further negotiations. Toward the end of the session, the Association indicated that they were going to request a mediator from the Public Employment Relations Commission (PERC). The District indicated a willingness to continue negotiation on the previously scheduled <b>August 29 2011 date</b> . The association indicated they would only meet if a mediator was present. The parties did not meet on <b>Monday August 29, 2011</b> . The Association requested mediation on <b>8/29/2011</b> . A mediator was assigned on <b>9/7/2011</b> .
<b>Q.</b>	<b>What was the District's goal for this negotiation?</b> <ul style="list-style-type: none"><li>• To agree upon a fair and equitable contract while being fiscally responsible.</li></ul>
<b>Q.</b>	<b>What are the budgetary issues facing the District?</b> <ul style="list-style-type: none"><li>• State appropriations to the Kiona-Benton School District for the 2011-2012 School Year have been reduced by approximately \$153,000.</li><li>• Federal funding to the Kiona-Benton School District for the 2011-2012 School Year have been reduced by approximately \$175,000.</li><li>• As we project for future years, we have serious concerns for the financial health of the district. The Washington State economic outlook remains gloomy, a pattern that may extend for years. We have been informed by the state that payroll benefit costs will increase. Of immediate concern is the employer's share of retirement costs, which is expected to double – this would mean an increase of approximately \$500,000 in additional costs to the Kiona-Benton School District. <b><u>It is of utmost importance that the District be vigilant in controlling spending.</u></b></li></ul>
<b>Q.</b>	<b>What are the main issues at the bargaining table?</b> <ul style="list-style-type: none"><li>• <b>Article III Section 1. G Definition and Clarification of Association members Weingarten Rights:</b> The district proposed to have Weingarten Rights listed in the contract to clarify employee rights to representation in meetings involving investigation or possible discipline.</li><li>• <b>Article III Section 3 Step I Grievance Procedure : Calculating "days"</b> <b>Current Language:</b> Days: shall mean days except during the summer, when "days" shall be business office days. <b>KBEA proposes that_Days will not count during vacations such as extended weekends, holidays, and Spring Break</b></li><li>• <b>Article III Section 8 Harassment</b> <b>Current Language:</b> Any incident involving harassment of an employee will be promptly investigated by the district. The district will take appropriate action against perpetrators and report findings and actions to the impacted employee and the association.  <b>KBEA proposed: <u>Any incident involving harassment of an employee by an</u></b></li></ul>

administrator will be promptly investigated by an outside agency

- Article III Section 9 E Flex Time:
- KBEA has proposed the following addition to current language: On Fridays after the students leave the staff will be permitted to leave once the principal has been notified that the time has been worked during working that week.
- The District proposes to provide In conjunction to the ED in Article II Section 10 in Article III Section 9 E Work Day: that for 2011-2012 the District will provide one (1) free sub day to all cert staff, to follow the rules for Personal Days and not to extend a weekend or vacation. Additionally, the district would allow staff to leave after the student day on three of the CRT days one each during the months that have more than 3 CRT days identified. The KBEA would give back the 5 teacher hours changed to district /building time hours on the day before school for building/admin meetings.

- Article III Section 10. Compensation for 1.9% Pay Cut:  
KBEA proposed

1 day's pay shall be rolled into the TRI Schedule. Five Furlough half days with a release time of 12:10 shall be added to the school calendar. Equal CRT days will be cancelled in order to recoup student contact time.

District countered with acceptance of the proposal with the KBEA's agreement that would convert 2 Responsibility days to Time in building with leadership control.

- Article III Section 15: Involuntary Transfers:

KBEA has proposed that. Employees involuntarily transferred shall not be moved more than two grade levels above or below their current assignments, except under RIF conditions.

District countered with Current Contract Language.

- Article IV Section 12 Contract Committee Work

The District has proposed that: Safety and Discipline committees will be formed with "per diem" pay for work done outside of the school day.

- Article V Duration TA on a two (2) year term and the The parties agree to bargain legislative and levy impact.

Q.

What provisions have been agreed to by the Parties? New language is underlined.

- Appendix H and J shall reflect the LEAP schedule as authorized and funded by the state of Washington Legislature.
- Article II Section 3 Association. Rights TA for posting date and The Association may have the right to use electronic mail systems and / or the mail boxes in the school building for the distribution of bulletins, leaflets and pamphlets in accordance with district guidelines, if such usage does not interfere with school district usage. use of email for union business should be done on staff breaks such as lunch recess or

**other non-instruction times.**

- **Article III Section 3 Resolving Grievances: Every attempt shall be made to solve grievances at the lowest level.**
- **Article III Section 4 Working Files: Section 4 Personnel Files: Administrator's working files will be pur ged of each year, on the last day of school.**
- **Article III Section 8 Staff Protection: If it is confirmed that an employee's Motor vehicle is damaged by a student of the district, a pool of \$1500 will be set aside to cover deductible expenses**
- **Article III Section 8 Intent to follow contract Either or both parties may take minutes and submit them to the District Labor & Management Team for review and possible discussion.**
- **Article III Section 9 B The number of contract days: 180**
- **Article III Section 13 Leaves Provides that:** (A certificated employee who is unable to perform the duties because of long term illness or other disability ~~may~~, shall upon written request to the Superintendent, be granted leave of absence without pay at the exhaustion of sick leave. until the end of the school year  
When an employee will be absent from work due to illness, he/she shall give notice to the ~~principal~~ **Sub Finder** or the person designated by the Superintendent to receive such notice, not later than 6:30 a.m. of the first day of illness. If the absence may be for consecutive days, the District shall be notified of the probable date of return.)
- **Article III Section 13 Association Days:** The District may restrict to ~~six (6)~~ **five(5)** the number of employees absent from work on Association leave at the same time.
- **Article and Section yet to be assigned:** The district will strive to offer the 30 clock hours provider for in WAC and will minimally guarantee 15 clock hours annually.
- **Grievance Form:** amend the Grievance form to read: **Alleged article of the contract violated**

**Summary**

During contract negotiations and mediation, the District has expressed strong concern about the need to maintain fiscal integrity. The District will continue to work toward a fair and equitable contract and looks forward to continued positive dialogue with the Association.