

COLLECTIVE BARGAINING AGREEMENT BETWEEN

WARDEN SCHOOL DISTRICT #146-161

AND

PUBLIC SCHOOL EMPLOYEES OF WARDEN

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
1-866-820-5652
www.pseclassified.org

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DECLARATION OF PRINCIPLES

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.

P R E A M B L E

This Agreement is made and entered into between Warden School District #146-161 (hereinafter “District”) and Public School Employees of Warden, an affiliate of Public School Employees of Washington (hereinafter “Association”).

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:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association 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 supervisor or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).



1 **Section 1.3. Job Descriptions.**

2 Descriptions for all positions subject to this Agreement are on file in the District Office. The District will
3 provide the Association with such amendments, changes, and additions to job descriptions as they may
4 from time to time occur. In the event that the District modifies the job title of any existing position or
5 creates any new positions, the parties shall confer and determine whether the modified position or new
6 position shall be included with the bargaining unit or shall be exempt.

7
8 **Section 1.3.1. Other Duties.**

9 Other duties as assigned shall be limited to tasks that are similar or related within the scope and
10 intent of the employee’s current assignment.

11
12 **Section 1.4. Bargaining Unit Employees.**

13 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
14 following general job classifications: Secretary, Paraeducator, Food Service, Maintenance, Custodial,
15 Transportation and Technology.

16
17 **Section 1.4.1. Substitutes.**

18 Substitutes in the above general job classifications are included in the bargaining unit. A
19 substitute is defined as an individual who temporarily replaces a current employee absent from a
20 regularly posted position. Substitute employees shall be paid at Step 1 rate of the classification in
21 which they are substituting.

- 22
23 1. Substitute employees doing bargaining unit work who work one-sixth (1/6) of a normal
24 academic year in any twelve (12) month period and continue to be available for work will
25 not be covered by the provisions of this Agreement except for Article XV, Section 15.2.
26
27
28

29 **ARTICLE II**

30 **RIGHTS OF THE EMPLOYER**

31
32 **Section 2.1. Authority of Management.**

33 It is agreed that the customary and usual rights, powers, functions, and authority of management are
34 vested in management officials of the District. Included in these rights in accordance with and subject to
35 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the
36 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
37 demote, or take other disciplinary action against employees; and the right to release employees from
38 duties because of lack of work. The District shall retain the right to maintain efficiency of the District
39 operation by determining the methods, the means, and the personnel by which operations undertaken by
40 the employees in the unit are to be conducted.
41
42

43 **Section 2.2. Rules and Regulations.**

44 The right to make rules and regulations shall be considered acknowledged functions of the District. In
45 making rules and regulations relating to personnel policies, procedures, practices, and matters of working
46 conditions, the District shall give due regard and consideration to the rights of the Association and the
47 employees and to the obligations imposed by this Agreement.
48



1 **Section 2.3. Contracting Outside Work.**

2 The District may periodically contract out work after consulting with the Association. Work contracted
3 out shall not reduce the regularly scheduled work hours of any employee. This Section is not intended to
4 exempt the District from compliance with applicable State and Federal laws and policies.
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8 **ARTICLE III**

9
10 **RIGHTS OF EMPLOYEES**

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12 **Section 3.1. Union Membership.**

13 It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of
14 penalty or reprisal, to join and assist the Association. Employees shall be free to assist the Association in
15 participating in the management of the Association, including presentation of the views of the Association
16 to the Board of Directors of the District or any other governmental body, group or individual. Neither the
17 District nor the Association shall interfere with the right of an employee to join or refrain from joining the
18 Association.
19

20 **Section 3.2. Rights of Personal Concerns.**

21 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
22 Association representatives and/or appropriate officials or supervisors of the District.
23

24 **Section 3.3. Right of Association Representation.**

25 Employees subject to this Agreement have the right to have Association representatives or other persons
26 present at discussions between themselves and supervisors or other representatives of the District as
27 hereinafter provided.
28

29 **Section 3.4. Non-discrimination.**

30 Neither the District, nor the Association, shall discriminate against any employee subject to this
31 Agreement on the basis of race, sex, creed, religion, color, national origin, age, honorably discharged
32 veteran or military status, sexual orientation including gender expression or identity, the presence of any
33 sensory, mental, or physical disability, or use of a trained dog guide or service animal (with doctor's
34 order) by a person with a disability with respect to a position, and being personally responsible for animal
35 use, the duties of which does not interfere with the performance of duties or endanger the health or safety
36 of the physically handicapped person or others.
37

38 **Section 3.5. Personnel File.**

39 Any employee shall have the right to inspect all contents of his/her own personnel file. There will be one
40 (1) official personnel file per employee kept in the District Personnel Office. Each employee will receive
41 notification of any derogatory material placed in his/her personnel file within ten (10) workdays of its
42 insertion, and may review, in the presence of a district office employee, all material contained therein.
43 The employee shall be given a copy of any materials placed in their personnel file at the time it is placed.
44 The employee shall have the right to respond, in writing, to all materials in the file and have such response
45 become a part of the personnel file.
46

1 **Section 3.5.1. Derogatory Material in Personnel File.**

2 Employees shall have the ability to move derogatory material in their personnel file from active to
3 inactive excluding evaluations or any violations of state law after three (3) years from the date it
4 was placed in the file. Removal of derogatory material is subject to the approval of the
5 Superintendent. Should the removal of the material be denied, the Superintendent will meet with
6 the employee to discuss the reason(s).

7
8 **Section 3.6. Training for Student Diabetics.**

9 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2)
10 (a, b) shall be provided the training and right of refusal as described in the respective code and District
11 Policy.

12
13 **Section 3.7. Training for Students with High Needs.**

14 Employees assigned duties for a student requiring catheterization under the parameters of RCW
15 28A.210.280 shall be provided the training and right of refusal as described in the respective code and
16 District Policy. Employees assigned to students requiring feeding tubes will be provided training.

17
18 **Section 3.8. Public Disclosure.**

19 Nothing in this agreement precludes the District from providing documents in accordance with public
20 disclosure laws. The District will notify the employee prior to the release of any requested record.
21 Employees shall have four (4) business days to notify the District if they plan to file an injunction
22 blocking the request.

23
24
25 **ARTICLE IV**

26
27 **RIGHTS OF THE ASSOCIATION**

28
29 **Section 4.1. The Right to Represent.**

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

33
34 **Section 4.2. Grievance Representation.**

35 In accordance with the provisions of the discharge and grievance procedure articles contained herein,
36 the Association, if requested by the aggrieved, is entitled to have an Association member at hearings
37 conducted by any District official or body arising out of grievance and to make known the
38 Association's views concerning the case.

39
40 **Section 4.3. Access to New Employees.**

41 The District will provide PSE reasonable access to new employees of the bargaining unit for the purpose
42 of presenting information about PSE to the new employee. PSE officers will be invited to the “staff
43 workday” (before school) to be introduced to the employees and present information up to thirty (30)
44 minutes.

45
46 For new hires after September 1, the District will provide a mutually agreed upon location and time within
47 thirty (30) days, for the PSE officers or representatives to present information up to thirty (30) minutes as
48 per SB 6229. The District shall post a copy of this Agreement to the District’s website.

1 **Section 4.4. Association Release Days.**

2 For the purpose of developing and improving employee-employer relations, the Association shall be
3 entitled to five (5) workdays per contract year for attendance to Association business stemming from or
4 related to the affairs of the local Association and conferences and negotiations with the District.

5
6 Association leave shall be available to the Association President, President-Elect, Secretary, Treasurer,
7 and other officially designated representatives.

8
9 The Association President shall make application in writing to the Superintendent for each Association
10 leave no less than four (4) days prior to the date of intended leave. The District may waive the notification
11 time requirement. No more than two (2) Association officials as designated in this provision shall be
12 granted Association leave at the same time.

13
14 The Association shall bear the expense of substitutes as required by the District.

15
16 The Association agrees to indemnify and hold the District harmless against any liability that may arise out
17 of the District’s compliance with this provision.

18
19 **Section 4.5. Membership Audit and Changes.**

20 On or before the first day of November of each year, the District shall provide a membership audit to
21 include: the name, address, phone number, position, salary, hours/day, days/year, and date of hire of
22 employees to each of the chapter officers.

23
24 **Section 4.6. Use of District Premises.**

25 Representatives of the Association shall have access to the District premises during non-school hours for
26 the purposes of conferences or meetings between employees and Association representatives.

27
28 **Section 4.7. Right to Delegate.**

29 The Association reserves and retains the right to delegate any right or obligation herein granted to or
30 undertaken by the Association, within the scope of the Public Employees Collective Bargaining Act, to
31 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

32
33 **Section 4.8. Use of District Communications.**

34 The Association may use school mailboxes, bulletin boards, and electronic mail for distribution of
35 official Association communications. School mail shall be used for purposes intended to enhance
36 District-employee relations. District mail facilities shall not be used to distribute materials in support or
37 opposition to statewide election issues or election campaigns. All correspondence must follow acceptable
38 use policy of the District.

39
40
41 **ARTICLE V**

42
43 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

44
45 **Section 5.1. Appropriate Matters for Consultation.**

46 It is agreed and understood that matters appropriate for consultation and negotiation between the District
47 and the Association are those that relate to or affect hours, wages, grievance procedures and working
48 conditions of employees in the bargaining unit subject to this Agreement.



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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor Management.

The Superintendent and/or designee(s) shall meet with the local PSE President and/or designee(s) on mutually agreed upon dates for the purpose of resolving problems that may arise relative to the administration of the Agreement or other areas of interest within the District.

Section 6.1.1. Labor Management Minutes.

When meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, minutes may be prepared by either party.

Section 6.2. Association Representatives During Working Hours.

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Normal Workweek.

The normal 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 District will meet with the Association before implementing changes in schedules.

Section 7.1.1. Alternative Work Schedule.

During the summer months, winter break and spring break, employees may be assigned to a four (4) day workweek and ten (10) hour workday with prior approval of their Supervisor and the Superintendent.

Section 7.2. Shift Times.

Each employee shall be assigned to a definite shift with designated times of beginning and ending, which shall not be changed without prior notice to the employees of one (1) week, if possible. The shift is defined as the start and end times of the employees' workday. Employees shall be provided with specific times to report to work.

Supervisors shall be allowed to arrange employee shifts to reflect non-regular shifts when necessary.

Section 7.3. Uninterrupted Lunch Period.

Each shift consisting of six (6) to eight (8) hours shall receive an unpaid thirty (30) minute uninterrupted lunch period, and such shifts shall include a paid fifteen (15) minute first half and a paid fifteen (15) minute second half rest period.

1 **Section 7.4. Breaks and Lunch for Six Hours or Less.**

2 In the event an employee is assigned to a shift less than six (6) hours, the employee shall be entitled to one
3 (1) fifteen (15) minute rest period, and an unpaid uninterrupted thirty (30) minute lunch period for shifts
4 over five (5) hours.

5
6 **Section 7.5. Unusual School Closure.**

7 In the event of an unusual school closure due to inclement weather, facilities, or the like, the District will
8 make a reasonable effort to notify each employee to refrain from coming to work. Employees reporting to
9 work shall receive a minimum of two (2) hours pay at the employee’s regular hourly rate in the event of
10 such a closure; provided, however, no employee shall be entitled to any such compensation in the event of
11 actual notification by the District of the closure prior to leaving home for work.

12
13 **Section 7.5.1. Late Start Arrival.**

14 Employees that are unable to report to work on time will notify their supervisor immediately
15 prior to their official start time and inform them of the situation.

16
17 **Section 7.6. Call Outs.**

18 Employees called back to work on a regular workday or called back to work on a nonwork day shall
19 receive no less than two (2) hours’ pay at the appropriate rate.

20
21 **Section 7.7. Transportation.**

22
23 **Section 7.7.1. Transportation Shifts.**

24 Recognizing that personnel in the Transportation classification present special shift problems, the
25 parties agree that shifts shall be established in that classification in relation to routes and driving
26 times requisite to fulfilling tasks assigned by the Director of Transportation or designee; and
27 provided further, that all bus drivers shall receive pay for pre-trip and post-trip inspection, warm
28 up, and fueling busses. Driving time starts when the driver arrives at the bus and takes charge of
29 the bus.

30
31 Route times will be established at the beginning of every school year and drivers will be paid on
32 the basis of their standardized route time. At the time of assignment of a route time, the Supervisor
33 of Transportation or designee will take into consideration normal seasonal fluctuations in road
34 conditions and attempt to make the route time an average. Such average time will not be
35 considered to take into account unusual circumstances such as breakdowns, nor will it be
36 considered to take into account route changes. In the case of unusual circumstances, drivers will be
37 compensated for their additional time beyond the standard route time. Permanent route changes
38 will necessitate assignment of a new standard route time. In the case of temporary route changes
39 (such as for a bridge being out for three [3] weeks), drivers will be compensated for their
40 additional time beyond the standard route time.

41
42 **Section 7.7.1.1. Extra Trips.**

43 A. Definition. Extra trips shall be defined as all District bus trips other than regular daily
44 scheduled bus routes.

45
46 B. Assignment of Extra Trips. A reasonable attempt shall be made to assign extra trips to
47 regular drivers (those driving a regular daily bus route) on a rotating roster. This roster
48 shall be established at the beginning of the school year on a seniority basis. Only



1 regular drivers shall be included on this roster. New hires shall be added to the bottom
2 of the roster in order of seniority. Substitute-bus drivers will be added to the rotation.
3

4 All trips will be posted prior to the trip board assignment meeting on Wednesday or the
5 first available school day or the next school day for all requests received for the
6 following week of Monday through Sunday. Trips will be posted chronologically by
7 date, then time of the trip. Trips will be assigned according to seniority rotation. A
8 driver may pass on a trip, allowing the next driver in the rotation to take the trip. The
9 rotation will then continue down the list each week on days where multiple trips are to
10 be scheduled.
11

12 Coaches can drive a district-approved van to transport students to an athletic event if
13 no regular driver is available. Coaches will receive compensation for driving the
14 athletes.
15

- 16 C. Compensation of Extra Trips. Extra trips shall be compensated at the bus driver's
17 regular hourly rate. Drivers will be given one half (1/2) hour prior to trip departure
18 time for pre-trip inspection and loading of students and equipment. Driver's lodging
19 and meals shall be paid.
20
- 21 D. Trip Cancellation. In the event a scheduled trip is cancelled after having been awarded
22 and the driver is not notified of the cancellation prior to reporting for the scheduled
23 trip, such drivers shall be compensated for two (2) hours of show up time at their
24 current driving rate. Provided further, that driver shall be given the opportunity to
25 accept the next scheduled trip. Rotation will resume with the driver from the cancelled
26 trip continuing with rotation from roster and not rotation from the trip board. If the
27 driver assigned to a trip, cancels after the Scheduling Meeting, that driver forfeits their
28 turn until they come up in the normal rotation.
29
- 30 E. Inserted Trips. Trips added after the trip board assignment meeting will be considered
31 an inserted trip, added in chronological order, and will be noted as an inserted trip.
32 The driver will be scheduled through the normal seniority rotation of drivers. If a
33 driver passes the trip, they will be added to the bottom of the seniority rotation list.
34
- 35 F. Bus Cleanup/Trip Issues. Drivers will receive one-half (1/2) hour cleanup time on
36 extra trips. The Director of Transportation or designee may give extra cleanup time if
37 required, at his/her discretion. Any driver's concerns regarding the trip, must be noted
38 in the comment section on the trip sheet.
39
- 40 G. Inclement Weather While on a Trip. If the Warden School District has been closed due
41 to weather, all middle and elementary school trips may be canceled by the Principal
42 with the Superintendent's confirmation. Cancellation of high school trips will be
43 determined by the Principal /Athletic Director, Superintendent, and the Director or
44 Assistant Director of Transportation.
45
- 46 H. Overnight Trips. The transportation department will provide drivers with a procedure
47 for requesting extension of time in motels in situations where leave time is later than
48 anticipated. Drivers on overnight trips shall receive no less than nine (9) hours per day.

- 1 I. Supervision on the Trip Bus. Coaches, Teachers, and District approved supervisors
2 will ride on the bus(es) “to” and “from” events and are responsible for student
3 supervision. Drivers and the District will develop a procedure and form for drivers to
4 report issues with a trip (including but not limited to bus cleanliness, student behavior,
5 teacher/coach lack of student control, etc.).
6

7 **Section 7.7.1.2. Bus Driver Monthly Meetings.**

8 The District and its bus drivers may meet on a monthly basis. Such meetings shall be paid
9 and shall be held immediately prior to or immediately following a regular daily bus route.
10

11 **Section 7.7.1.3. Drug Testing.**

12 Drivers shall be paid at their hourly rate of pay for drug testing.
13

14 **Section 7.7.2. Vehicle Usage for Student Trips.**

15 The District and Association will work together to develop policies with regard to district
16 vehicle usage for student trips (academic, co-curricular, etc.).
17

18 **Section 7.8. Overtime.**

19 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as
20 practical in the circumstances. Normally, employees designated to work overtime on days outside their
21 regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of
22 the last shift before the overtime commences. In the event of an emergency, all employees may be
23 required to work overtime without prior notice.
24

25 **Section 7.8.1. Overtime Rate of Pay.**

26 All hours worked in excess of forty (40) hours in one week shall be compensated at the rate of one
27 and one-half (1½) times the regular hourly rate.
28

29 **Section 7.9. Supervisors of Employees.**

30 Employees of the District may have more than one supervisor. The immediate Supervisor shall be the one
31 directing and responsible for the work of the employee. At the start of the school year, all classified
32 employees will receive a notification in writing informing them of their designated supervisor.
33

34 **Section 7.10. Paraeducators.**

35 **Section 7.10.1. Assignment of Work.**

36 The principal or their designee shall be responsible for the assignment of work and general work
37 directions of classified employees working directly with them.
38

39 **Section 7.10.2. Paraeducators Minimum Shift.**

40 The minimum shift for Paraeducators shall be two (2) hours per day which may include other job
41 assignments. Two (2) hour Paraeducators will be allowed up to a maximum of twenty percent
42 (20%) of the number of full-time Paraeducators.
43
44

45 **Section 7.11. Compensatory Time.**

46 At the request of the employee who is required to work overtime, overtime compensation may be
47 given in the form of compensatory time at the rate of time and one-half opposed to payment at that
48 rate. All overtime beyond eight (8) hours must have prior approval from the Superintendent.

1 Employees may accumulate a maximum of forty (40) hours compensatory time. Time must be used or
2 paid out within the school year of occurrence. Time may be carried forward into the next school year
3 provided that a plan is in place that is approved by the Supervisor and Superintendent. If the employee
4 chooses to carry their time forward into the next school year, the option of cashing out is not available.

5
6 **Section 7.12. Flex Time.**

7 When an employee works pre-approved extra time, he/she may request flex time off at the rate of time
8 earned. Flex time must be taken within thirty (30) days of time earned unless prior arrangements have
9 been made by the immediate Supervisor and Superintendent.

10
11 **Section 7.13. Early Release Days.**

12 The District shall provide a minimum of five (5) hours per year of in-service training to Paraeducators
13 in subjects and skills that are relevant to their classification or employment in the District. The training
14 will be offered at times acceptable to the Association and subject to approval by the District.

15
16 On the two (2) designated early release days Paraeducators will leave at 1:00 pm if they attend five (5)
17 hours of in-service trainings provided by the District two (2) days prior to school starting. If the
18 employee does not attend the in-service, five (5) hours will be divided into two (2) deductions to take
19 place in September and October to cover the hours of early release day.

20
21 Designated Early Release Days: Thanksgiving Early Release and Christmas Early Release

22
23 Paraeducators hired after the above designated trainings, will be released at 1:00 PM on the two (2) early-
24 release days noted above and in their individual contracts.

25
26 **Section 7.13.1. Early Release Teacher Workdays.**

27 Classified employees will work their regular shift at the end of each quarter on teacher workdays.

28
29 **Section 7.14. Calendar and Development Criteria.**

30 Classified employees will be included in the development of the next school year calendar to include the
31 following beginning in the 2021-2022 school year:

- 32 • Conferences
- 33 • Spirit Day
- 34 • Snow Make-up Days

35
36 **ARTICLE VIII**

37
38 **HOLIDAYS AND VACATIONS**

39
40 **Section 8.1. Holidays.**

41 All employees shall receive the following paid holidays that fall within their work year:

- | | | |
|----|------------------------------|------------------------------|
| 42 | | |
| 43 | 1. New Year's Day | 7. Labor Day |
| 44 | 2. Martin Luther King Jr Day | 8. Veterans Day |
| 45 | 3. Presidents' Day | 9. Thanksgiving Day |
| 46 | 4. Memorial Day | 10. Day after Thanksgiving |
| 47 | 5. Juneteenth | 11. Day Before Christmas Day |
| 48 | 6. Independence Day | 12. Christmas Day |

1 Employees are required to work on their scheduled workday both before and after the holiday or be on
2 authorized leave to be eligible for holiday pay.

3
4 Independence Day and Day before Christmas Day shall be paid only if the employee is scheduled for
5 and works in the week in which the holiday falls.

6
7 **Section 8.1.1. Worked Holiday.**

8 Employees who are required to work on the above-described holidays shall receive twice their
9 regular hourly rate for all hours worked on such holidays.

10
11 **Section 8.1.2. Holidays during Vacation.**

12 Should a holiday occur while an employee is on vacation, the holiday will not count as a vacation
13 day.

14
15 **Section 8.1.3. Holidays Occurring on a Weekend.**

16 If the holiday falls on Saturday or Sunday, the preceding Friday or the succeeding Monday may be
17 assigned as the employee's holiday. If school is in session on that Friday or Monday, then another
18 day mutually agreeable by the parties shall be selected for the holiday.

19
20 **Section 8.2. Vacations.**

21 All twelve (12) month employees subject to this Agreement shall be credited with vacation as set out
22 below. Such vacation credit shall be earned, vested, and used as designated in this Article.

23
24 **Section 8.2.1. First Through Fourth Years.**

25 An employee in their first through fourth year of employment shall receive ten (10) days' vacation
26 credit. Employees in their first year will be allowed to take their accrued prorated vacation during
27 the summer break.

28
29 **Section 8.2.2. Fifth Through Ninth Years.**

30 An employee in their fifth through ninth year of employment shall receive fifteen (15) days'
31 vacation credit.

32
33 **Section 8.2.3. Tenth Year and Beyond.**

34 An employee in their tenth year of employment and beyond shall receive twenty (20) days'
35 vacation credit.

36
37 **Section 8.2.4. Scheduling Vacation.**

38 Vacation time is not accumulative. All employees must schedule and take their vacation upon the
39 supervisor's approval. Employees may be allowed to take vacation during the school year. If the
40 employee is prevented from taking their vacation by District action only, the unused vacation pay
41 will be paid to the employee in addition to September's check.

42
43 **Section 8.2.5. Vacation Credit for Discharged or Terminated Employees.**

44 Any employee who is discharged or who terminates employment shall receive payment for unused
45 accrued vacation credit with their final paycheck.

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ARTICLE IX

LEAVES

Section 9.1. Illness, Injury and Emergency Leave.

Section 9.1.1. Sick Leave.

Each employee shall accumulate one (1) day of illness, injury and emergency leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of illness, injury, and emergency leave per school year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Illness, injury, and emergency leave benefits shall be paid on the basis of regular hourly rate applicable to the employee's normal daily work shift. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated number of calendar months the employee is to work that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.

Notification of an emergency leave must be made to the employee's Principal or Director as soon as possible using the Absence Management System, or a phone call. If school is in session the employee will report to their immediate supervisor. If the immediate supervisor is not available, the employee will report to the Superintendent. Examples of emergency leave would be catastrophic occurrence or emergency in the home, serious illness to an employee's spouse and employee or spouse's child, parent, stepparent, grandparent, grandchild, sibling, or parent-in-law, or any problem requiring the personal attention of the employee that has been suddenly precipitated and is of such a nature that planning was not possible, or where pre-planning could not relieve the necessity for the employee's absence. If an employee leaves prior to fulfilling their contract, they may have a prorated leave adjustment in their final payroll check.

Section 9.1.1.1. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 9.1.1.2. Separation due to Retirement/Death.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full day's accrued leave for illness or injury.

Section 9.1.2. Labor and Industries Insurance.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would

1 normally earn. A deduction shall be made from the employee's accumulated sick leave in
2 accordance with the amount paid to the employee by the District.

3
4 **Section 9.1.3. Washington State Sick Leave Credit.**

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

8
9 **Section 9.1.4. Sick Leave Sharing Bargaining Unit.**

10 An employee may choose to donate portions of his/her accumulated sick leave, to come to the
11 aid of another named employee who has depleted his/her annual leave and sick leave reserve
12 and is suffering from an extraordinary or severe illness, injury, impairment, or physical or
13 mental condition which has caused or is likely to cause the employee to take an extended leave
14 without pay or to terminate his/her employment. A contributing employee must have a sick
15 leave balance of more than one hundred seventy-six (176) hours to donate. An employee may
16 transfer a specific amount of sick leave to an employee requesting shared leave only when the
17 donating employee retains a minimum of one hundred seventy-six (176) hours of sick leave
18 after the transferred leave shall be calculated on an hours-donated and an hours-received basis.
19 Any leave transferred which remains unused shall be returned at its original value to the
20 employee or employees who transferred the leave when it is found that the leave is no longer
21 needed or will not be at a future time in connection with the illness or injury for which the
22 leave was transferred. The value of the unused leave which was transferred by more than one
23 employee shall be returned on a pro rata basis. The Superintendent and/or Association
24 representative may, if appropriate, require a healthcare provider statement confirming the
25 extent and/or severity of the illness, injury, or impairment. Vacation and personal leave may be
26 given without reserve. NO EMPLOYEE MAY BE FORCED TO PARTICIPATE IN LEAVE
27 SHARING.

28
29 **Section 9.2. Leave for Bereavement.**

- 30 A. Bereavement leave, not to exceed five (5) workdays per occurrence, NOT CHARGED to sick leave,
31 may be taken in the event of death in the immediate family. The five (5) bereavement days may be
32 used non-consecutively when necessary to carry out business or arrangements related to the death.
33 B. Bereavement leave may also be taken for grandchildren, siblings, parents-in-law, sister-in-law,
34 brothers-in-law, nieces, nephews, aunts, uncles, grandparents, and grandparents-in-law of the
35 employee, and the employee's spouse/domestic partner. Special bereavement will be granted under
36 emergency leave and shall be deducted from the employee's accumulated sick leave. The
37 Superintendent or his/her designee may, at his/her discretion, extend the benefits of this bereavement
38 leave to include close personal friends or more distant relatives of the employee.

39
40 **Section 9.3. Personal Leave.**

41 Personal leave with pay shall be granted to each classified employee at the rate of three (3) days per year
42 and accumulate to a maximum of six (6) days. A good faith effort will be made to give one week's notice
43 to the immediate supervisor prior to using personal leave. Personal leave is neither sick leave nor
44 bereavement leave. Personal leave (if available) will be used when sick leave is exhausted, versus days
45 without pay. Using personal leave will not be used during the first two (2) weeks of school, in conjunction
46 with any paid holiday, or the last two (2) weeks of school without prior approval from Supervisor and
47 Superintendent. Personal leave shall be paid at the employee's regular hourly rate. Upon leaving the
48 district, the employee shall be paid for any days unused at their regular hourly rate.

1 **Section 9.4. Judicial Leave.**

2 In the event an employee is summoned to serve as a juror or appears as a witness in the court for the
3 District, or is named as a co-defendant with the District, such employee shall receive a normal day’s pay
4 for each day of required presence. In the event an employee is a party in a court action, such employee
5 shall request a leave of absence without pay. Employees summoned to appear as a witness in
6 circumstances other than those listed above may use emergency leave for such absences.

7
8 **Section 9.5. Maternity and Paternity.**

9
10 **Section 9.5.1. Maternity Leave.**

11 The District will grant leave for maternity with pay, to be deducted from regular accrued illness,
12 injury and emergency leave, to any regularly employed staff member, upon request for such leave,
13 accompanied by a certification of pregnancy by the employee’s physician.

14
15 **Section 9.5.1.1. Request for Maternity Leave.**

16 The employee requesting maternity leave shall notify the District at least two (2) weeks
17 prior to the day the employee desires to commence the maternity leave. The duration of the
18 maternity leave shall be for no more than the period of time within which the employee is
19 disabled from her job duties as a result of the pregnancy or childbirth. If the disability
20 extends beyond thirty (30) calendar days, the employee shall deliver to the District a
21 statement from her physician, stating that she is under a disability from pregnancy or
22 childbirth, which disability will prevent her from completing her job duties. The statement
23 should also state the estimated date of the employee’s expected return. The District, at its
24 own expense, may request additional statements from the employee’s physician regarding
25 the period of disability. Child rearing shall not be considered a reason for taking leave
26 under this section.

27
28 **Section 9.5.1.2. Returning to Work.**

29 The employee requesting maternity leave shall include in the request a statement as to the
30 expected date of her return to employment and shall inform her supervisor as to the date of
31 her return at least two (2) weeks prior to the intended date of her return to employment. In
32 any event, the employee must notify the District within thirty (30) days after childbirth of
33 the employee’s intended date of return to employment.

34
35 **Section 9.5.1.3. Extending Maternity Leave.**

36 In cases where maternity leave requires more leave than the accrued illness, injury, and
37 emergency leave that the employee has, the employee may be entitled to additional non-
38 paid leave under the leave of absence provisions of this contract.

39
40 **Section 9.5.2. Paternity and Adoptive Leave.**

41 Paternity and adoptive leave may be granted to district employees upon approval of the
42 Superintendent. Two (2) weeks’ advanced notice in writing is required unless waived by the
43 Superintendent. This leave may be deducted from sick leave. FMLA and State Family Leave rules
44 may apply.

45
46 **Section 9.6. Leave of Absence.**



1 **Section 9.6.1. Leave of Absence Request.**

2 Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave
4 of absence without pay for a period not to exceed one (1) year; provided, however, if such leave is
5 granted due to extended illness, one (1) additional year may be granted.
6

7 **Section 9.6.2. Returning Employee.**

8 The returning employee will be assigned to the position occupied before the leave of absence, if
9 said position is still a District position. In the event the position occupied before the leave of
10 absence is eliminated, and the employee was off for reasons of illness or injury, the employee may
11 use his seniority to bump the junior most employee in classification with like position and hours.
12 (A “like” position is one within +/- one hour of the eliminated position and similar duties). If the
13 above is not applicable, the employee shall be placed in a priority pool for rehire as soon as a
14 position is open for which the employee is willing to work and for which the employee is
15 qualified. Employees hired to fill positions of employees on leave of absence will be hired for a
16 specific period of time, during which they shall be subject to all provisions of this Agreement. It
17 shall be the responsibility of the District to inform replacement employees of these provisions.
18

19 **Section 9.6.3.**

20 The employee will retain accrued illness, injury, and emergency leave, accrued vacation days, and
21 accrued seniority while on leave of absence. However, the employee will not incur additional
22 vacation days, additional illness, injury and emergency leave or additional seniority for the period
23 of time that the employee is on a leave of absence, except that an employee on a leave of absence
24 for an approved, extended illness will continue to accrue seniority. The leave of absence shall be
25 without pay and without continuation of medical benefits required by this contract. However, the
26 employee may continue his or her medical benefits by agreeing to pay one hundred percent
27 (100%) of the premiums therefore during the period of time that the employee is on leave of
28 absence.
29

30 **Section 9.7. Paid Family and Medical Leave.**

31 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
32 under the Washington State Family and Medical Leave and Insurance Act as per RCW 50A.15.020.
33
34
35

36 **ARTICLE X**

37
38 **EVALUATION, PROBATION, SENIORITY AND LAYOFF PROCEDURES**
39

40 **Section 10.1. Evaluation.**

41 The evaluation of employee performance in the District is an important process. The primary focus of
42 evaluation is to meet established performance expectations. All employees will be formally evaluated
43 before the employee leaves for the summer of each school year. Employees will be formally observed a
44 minimum of once per year before the final evaluation.
45

46 **Section 10.2. Establishing Seniority.**

47 The seniority of an employee within the bargaining unit shall be established as of the date on which the
48 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be lost
49 as hereinafter provided.

1 **Section 10.3. New Hire Probationary Status.**

2 Each new hire shall remain in a probationary status for a period of not more than six (6) months following
3 the hire date. During this probationary period, the District may discharge such employee at its discretion,
4 provided further that each probationary employee shall be evaluated within the first three (3) months of
5 employment (hire date).

6
7 **Section 10.4. Completion of Probationary Period.**

8 Upon completion of the probationary period, the employee will be subject to all rights and duties
9 contained in this Agreement retroactive to the hire date.

10
11 **Section 10.5. Loss of Seniority Rights.**

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

- 13 A. Resignation.
- 14 B. Discharge for sufficient cause.
- 15 C. Retirement.
- 16 D. Change in job classification within the bargaining unit, as hereinafter provided.

17
18 **Section 10.6. Seniority Rights Shall Not Be Lost.**

19 Seniority rights shall not be lost for the following reasons:

- 20 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 21 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
22 States.
- 23 C. Time spent on other authorized leaves, with the exception of leave of absence which will be
24 governed by Section 9.6.3.
- 25 D. Time spent in layoff status as provided in this contract.

26
27 **Section 10.7. Seniority Rights within Classification.**

28 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
29 job classifications are those set forth in Article I, Section 1.4.

30
31 **Section 10.8. Seniority Preferential Rights.**

32 The employee with the earliest hire date shall have preferential rights regarding shift selection and
33 vacation periods. The employee with the earliest hire date shall have preferential rights regarding
34 promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are
35 substantially equal with junior employees. If the District determines that seniority rights should not govern
36 because a junior employee possesses ability and performance substantially greater than a senior employee
37 or senior employees, the District shall set forth in writing to the employee or employees and the
38 organization's grievance committee chairperson its reasons why the senior employee or employees have
39 been bypassed.

40
41 In the event the District or employee determines within sixty (60) days that the employee who has been
42 promoted or transferred is incapable of performing required duties, such employee shall be returned to the
43 position previously held or an equivalent position.

44
45 **Section 10.9. Changing Job Classifications.**

46 Employees who change job classification within the bargaining unit may not transfer their seniority
47 acquired in a previous job classification. However, employees who change job classifications and desire to
48 transfer back to their old job classification within a period of up to fifteen (15) business days or until the

1 position is filled following their transfer, shall be entitled to be transferred back to the old job
2 classification and shall be restored to their accrued seniority rights held in the previous job classification.

3
4 **Section 10.9.1. Changing Job Classifications.**

5 Employees who change job classifications within the bargaining unit shall retain their
6 classification seniority date in the previous classification for a period of one (1) year,
7 notwithstanding that they have acquired a new classification seniority date.

8
9 **Section 10.10. Posting of Open Positions.**

10 The District shall publicize within and out of the bargaining unit for five (5) workdays the availability of
11 new or open positions as soon as possible after the District is apprised of the opening. After the position
12 posting closes such positions shall be filled or eliminated. In-district employees in and out of classification
13 will receive preferential rights versus an out-of-district applicant. The timelines may be extended under
14 unusual circumstances upon mutual consent of the parties. A copy of the job posting shall be forwarded to
15 the President of the Association and to the Association representative of the classification concerned.

16
17 During the summer, the District shall publicize for five (5) workdays the availability of new or open job
18 positions as soon as possible after the District is apprised of the opening on-line. A call out notification
19 will be made to all employees during the summer months.

20
21 **Section 10.10.1. Flexibility in Schedule.**

22 For flexibility in scheduling, the district has the option of adding up to thirty (30) minutes once
23 a school year to a position without going through the seniority line. Any time over thirty (30)
24 minutes would be offered to the most senior employees. Senior employees will be considered
25 first for additional time. Bus drivers are exempt from this section.

26
27 **Section 10.11. Layoff.**

28
29 **Section 10.11.1. Intent to Layoff.**

30 Except in extraordinary cases, i.e., academic mandates, or financial needs, and as otherwise
31 provided in this Article, the District will give employees two (2) weeks' notice of intention to
32 layoff.

33
34 **Section 10.11.2. Reemployment List.**

35 In the event of layoff, employees so affected are to be placed on a reemployment list maintained
36 by the District according to layoff ranking. If the employee is on layoff and new or open positions
37 are posted, current employees will have priority. If no current employee bids on the job, those
38 employees on layoff will have priority. Names shall remain on the reemployment list for one (1)
39 year.

40
41 **Section 10.11.3. Layoff Compliance.**

42 Employees on layoff status shall file their address in writing with the District Office and shall
43 thereafter promptly advise the District in writing of any change of address.

44
45 **Section 10.11.4. Reemployment Response.**

46 An employee shall forfeit their rights to reemployment as provided in Section 10.12. if the
47 employee does not comply with the requirements of Section 10.13, or if the employee does not
48 respond to the offer of reemployment within ten (10) workdays.

1 **Section 10.11.5. Rejecting Reemployment.**

2 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
3 accrued benefits; provided that such employee is offered a position substantially equal to that held
4 prior to layoff.

5
6 **Section 10.12. Seniority List.**

7 The District will compile a seniority list by classification according to Article X, Section 10.2, and
8 forward to each of the chapter officers, for posting in each work site. Any challenge to the authenticity of
9 the list must be made by the employee within ten (10) workdays of the notification to the Membership
10 Officer, otherwise the list will remain as posted. The Membership Officer shall be notified of any change
11 of hours, transfers, position(s), or new hires as soon as reasonably possible.

12
13 **Section 10.13. Transfer of Previous Experience.**

14 The new hire shall be permitted to transfer to the District, one (1) year for each full year of Washington
15 School District prior work experience similar to their new Warden School District job classification.
16 Transfer of previous benefits by classified employees from one school district to another in the state of
17 Washington shall be according to current and prevailing statute (RCW 28A.400.300).

18
19 **Section 10.14. Involuntary Transfers.**

20 An involuntary transfer such as a transfer made in lieu of a Reduction of Force (RIF) due to financial
21 hardship in the district shall be made when it is in the best interest of the employer. Whenever possible,
22 involuntary transfers shall be made to the least senior employee in the job title.

23
24 The employer shall give the employee being transferred five (5) working days written notice before the
25 date of involuntary transfer, and a copy of such notice shall be sent to the Association President. After
26 such notice, the employee has the right to discuss such transfer with the Director of Human Resources or
27 immediate Supervisor.

28
29
30 **ARTICLE XI**

31
32 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

33
34 **Section 11.1. Discipline or Discharge.**

35 The District shall have the right to discipline or discharge an employee for sufficient cause. The employee
36 may file a grievance to resolve the issue of sufficient cause. If the District has reason to reprimand an
37 employee, it shall be done in private. The District shall notify the affected employee that they have the
38 right to representation by the Association prior to any disciplinary action being taken against a bargaining
39 unit employee.

40
41
42 **ARTICLE XII**

43
44 **INSURANCE AND RETIREMENT**

45
46 **Section 12.1. School Employees Benefits Board (SEBB) Insurance.**

47 Beginning January 1, 2020 and each year thereafter, the employer agrees to provide the insurance
48 plans, follow employee eligibility rules and provide funding for all bargaining unit members and their



dependents as required by state law, and the School Employees Benefits Board (SEBB). For purpose of employee insurance, definitions and eligibility rules are as defined in WAC 182-30 and 182-31.

Default Plan: Employees who fail to enroll within thirty (30) contract days of becoming eligible for benefits shall be added by SEBB to their default plan. Plans will be subject to change per SEBB rules and SEBB’s contractual arrangements with providers.

Section 12.2. State and Federal Laws.

The parties agree to abide by all State and Federal laws governing employee health and welfare benefits.

Section 12.3. Tort Liability Coverage.

The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.4. State Industrial Insurance.

The District shall make contributions for State Industrial Insurance protection on behalf of employees in any manner as is permitted or provided by law.

Section 12.5. Washington State Unemployment Compensation Fund.

The District shall make contributions to the Washington State Unemployment Compensation Fund as provided by law.

Section 12.6. Washington State Public Employees Retirement System.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees Retirement System, the District shall consider all hours worked, whether straight time, overtime, or otherwise.

Section 12.7. Tax Shelter Annuity Plans.

All employees subject to this Agreement shall be entitled to participate in any of the existing tax shelter annuity plans. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee’s salary.

Section 12.8. VEBA.

The District has adopted the VEBA (Sick Leave Conversion Medical Reimbursement Plan - the “Plan”) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all retiring employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave days accrued by such employee available for contribution at retirement in accordance with the statute following the passing of an annual vote. If the annual vote results in a failure to pass by the majority, no employee in the collective bargaining unit will be eligible to participate in the Plan until an annual vote, results in a passing status by the majority. Once the vote has been finalized, the current local PSE President will sign and submit the “VEBA Plan Memorandum of Understanding between Warden School District and Public School Employees of Warden (PSE).” If no vote is conducted by October 1, all classified employees will waive their VEBA participation for that year.

It is understood that all eligible employees will be required to sign and submit the “VEBA Plan enrollment form” complying with the statute. This hold harmless agreement will waive any claims against the District and the bargaining unit. If an employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all



1 excess sick leave which in the absence of the Agreement would acute to such employee during the term
2 hereof will be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

3
4 Retirement Sick Leave Conversion: For the purpose of retirement contribution to the Plan, all employees
5 covered by this Agreement who return during the term hereof, shall be eligible and excess sick leave shall
6 be defined as the sick leave days accruing to the credit of such employee during the term of this
7 Agreement when the annual vote results in a pass status by the majority.

8
9 Annual Sick Leave Conversion: Eligibility for participation on an annual basis is limited to employees
10 who have accumulated one hundred eighty (180) days of unused sick leave. To be eligible during the term
11 of this Agreement, an employee must have accumulated at least one hundred eighty (180) days of unused
12 sick leave as of the effective date of the Agreement and an annual vote must result in a pass by the
13 majority.

14 15 16 ARTICLE XIII

17 18 ASSOCIATION MEMBERSHIP AND CHECKOFF

19 20 Section 13.1. Dues Authorization.

21 The employer shall rely on information provided by the exclusive bargaining representative in writing
22 regarding the authorization and revocation of deductions. PSE will be the custodian of the records related
23 to dues authorizations. PSE agrees that as the custodian of the records, it has the responsibility to ensure
24 the accuracy and safe keeping of those records. The parties further agree PSE will establish the procedure
25 that clearly outlines the membership process and will be provided to the District at the beginning of each
26 school year. The District shall deduct PSE dues from the pay of any employee who authorizes such
27 deductions pursuant to RCW 41.56.110. The District shall remit payment of all such funds deducted to the
28 Treasurer of the Public School Employees of Washington/SEIU Local 1948 monthly.

29 30 Section 13.2. New Hires.

31 The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the
32 time of hire, the District will inform the new hire of the terms and conditions of this Article.

33 34 Section 13.3. Union Dues.

35 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such
36 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
37 the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

38 39 40 41 ARTICLE XIV

42 43 GRIEVANCE PROCEDURE

44 45 Section 14.1.

46 Grievances or complaints arising between the District and its employees within the bargaining unit
47 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
48 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

1 The term “workdays” in this Article is defined as the days the Warden School District office is open to
2 the public.

3
4 **Section 14.2. Grievance Steps.**

5
6 **Section 14.2.1. Step 1 - Initial Conference.**

7 Employees shall first discuss the grievance with their immediate supervisor. If employees wish,
8 they may be accompanied by an Association representative at such discussion. All grievances not
9 brought to the immediate supervisor in accordance with the preceding sentence within thirty (30)
10 workdays of the occurrence of the grievance shall be invalid and subject to no further processing.
11 The supervisor shall have five (5) workdays to respond.

12
13 **Section 14.2.2. Step 2 - Written Grievance.**

14 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding
15 subsection, the employee shall reduce to writing a statement of the grievance containing the
16 following:

- 17 A. The facts on which the grievance is based.
18 B. A reference to the provisions in this Agreement which have been allegedly violated.
19 C. The remedy sought.

20
21 The employee shall submit the written statement of grievance, within five (5) workdays of the
22 response in Step 1 above, to the immediate supervisor for reconsideration and shall submit a copy
23 to the official in the Administration responsible for personnel. The parties will have five (5)
24 workdays from submission of the written statement of grievance to resolve the grievance. The
25 supervisor shall indicate his/her disposition of the grievance in writing within five (5) workdays of
26 the meeting and shall furnish a copy to the grievant. If an agreeable disposition is made, all parties
27 to the grievance shall sign it.

28
29 **Section 14.2.3. Step 3 - Superintendent.**

30 If no settlement has been reached at Step 2 within the five (5) workdays and the Association
31 believes the grievance to be valid, a written statement of grievance shall be submitted within ten
32 (10) workdays to the District Superintendent or the Superintendent’s designee. After such
33 submission, the parties will have ten (10) workdays from submission of the written statement of
34 grievance to resolve the grievance. The Superintendent or his/her designee shall indicate his/her
35 disposition of the grievance in writing within ten (10) workdays of the meeting and shall furnish a
36 copy to the grievant. If an agreeable disposition is made, all parties to the grievance shall sign it.

37
38 **Section 14.2.4. Step 4 - Board of Directors.**

39 If no settlement has been reached at Step 3 within the ten (10) workdays of receipt of the written
40 response from the Superintendent a written statement of grievance shall be submitted within ten
41 (10) workdays to the District Board of Directors. After such submission, the District Board of
42 Directors shall hear the grievance within thirty (30) workdays from submission of the written
43 statement of grievance. If an agreeable disposition is made, all parties to the grievance shall sign it.

44
45 The Board of Directors reserves the right to summon the employee for an oral statement of the
46 grievance. The employee reserves the right to appear before the Board of Directors to explain the
47 grievance. At any appearance before the Board of Directors, the employee may be accompanied
48 by an Association representative or designee.



1 A written statement of finding of the Board of Directors shall be delivered to the grievant and
2 Association within twenty (20) workdays of the hearing.

3
4 **Section 14.2.5. Step 5 - Binding Arbitration.**

5 If no settlement has been reached within the thirty (30) days referred to in the preceding
6 subsection, and the Association believes the grievance to be valid, the employee may demand
7 arbitration of the grievance. The arbitrator shall be selected by mutual agreement of the District
8 and PSE attorney. The decision of the arbitrator will be final and binding on both parties.
9

10 **Section 14.3. Non-Discrimination of Grievance Process.**

11 The grievance discussions may take place on school time. The employer shall not discriminate against any
12 individual employee or the Association for taking action under this Article.
13
14

15
16 **ARTICLE XV**

17
18 **SALARIES AND EMPLOYEE COMPENSATION**

19
20 **Section 15.1. Compensation for all Hours Worked.**

21 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
22 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
23 worked, and rates paid upon request.
24

25 **Section 15.2. Schedule A Salaries.**

26 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
27 Schedule A attached hereto and by this reference incorporated herein.
28

29 **Section 15.2.1. Retroactive.**

30 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
31 terms and conditions of Article XVI, Section 16.3. Should the date of execution of this Agreement
32 be subsequent to the effective date, salaries, including overtime, shall be retroactive to the
33 effective date.
34

35 **Section 15.2.2. Retroactive Pay Date.**

36 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of
37 this Agreement if possible, and in any case not later than the second regular payday. In the case of
38 retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3, such retroactive
39 pay shall be paid on the first regular payday following agreement on such schedule, if possible,
40 and in any case not later than the second regular payday.
41

42 **Section 15.2.3. Incremental Steps.**

43 Incremental steps, where applicable, shall take effect on September 1 of each year during the term
44 of this Agreement; provided, the employee has been actively employed continuously for at least
45 one-half (1/2) of the previous employment year.
46

47 **Section 15.3. Calculating Daily Hours.**

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

1 **Section 15.4. Mileage Reimbursement.**

2 Any employee required to drive his/her own vehicle to attend District approved meetings, seminars,
3 workshops, etc., shall be reimbursed on a per-mile basis at the District approved rate. In order to receive
4 said reimbursement, employees must obtain approval prior to attending the event.
5

6 **Section 15.5. Overnight Reimbursements.**

7 Employees who are required to remain overnight on District business or who attend District approved
8 meetings, seminars, workshops, etc., shall be reimbursed for reasonable room and board expenditures. In
9 order to receive said reimbursement, employees must obtain approval prior to attending the event.
10

11 **Section 15.5.1. Expense Advance.**

12 In the event that an employee is required to travel on District business and the employee so
13 requests, the District may issue a travel advance in an amount sufficient to provide the employee
14 with funds to meet the anticipated expenses. Employees shall make the request in a timely manner
15 and return with receipts when possible.
16

17 **Section 15.6. Payroll in Twelve Equal Payments.**

18 Each less than twelve (12) month employee shall be paid, in twelve (12) equal payments.
19

20 **Section 15.7. Intent to Rehire.**

21 Each employee subject to this Agreement shall receive a Notification of Intent to Hire or a Layoff Notice
22 for the next school year prior to the last day of school. Such an agreement shall not be altered except for
23 sufficient cause in accordance with Article XI of this Agreement. Such agreement shall be consistent with
24 the terms and conditions of this Agreement and by this reference incorporated herein.
25

26 **Section 15.8. Renewal of Commercial Driver's License (CDL).**

27 Employees shall be fully reimbursed for the cost of their CDL if required as a condition of
28 employment with the Warden School District, above and beyond the standard fee for driver's license
29 renewal.
30

31 **Section 15.9. Footwear.**

32 Appropriate footwear/protection will be provided by the district, i.e., rubber boots, slip on shoe covers and
33 metal toe guards.
34

35 **Section 15.10. Maintenance/Mechanic Coveralls and Gloves.**

36 Seven (7) sets of coveralls will be furnished to the Mechanic upon request. Two (2) sets of coveralls will
37 be provided for the maintenance employees upon request. Gloves/hand protection will be supplied by
38 request/need.
39

40 **Section 15.11. Renewal of DOT Physicals, X-rays, and Health Certificates.**

41 The District will pay the cost of any renewal of certificates and health requirements as a condition of
42 employment with the District.
43

44 Department of Transportation (DOT) physical examination, X-rays and health certificates required as a
45 condition of employment of the District's Transportation Department will be reimbursed if the exam is
46 performed by a physician approved by the District. Any additional costs of medical services beyond the
47 required DOT driver's medical card will be the responsibility of the employee. If an employee chooses to
48 have the examination performed by their personal physician, the employee will be responsible for their

own costs. A list of approved physicians will be provided upon request from the Transportation/
Maintenance Department or Administration Office.

Section 15.12. Fundamental Course of Study Requirements.

In addition to meeting the minimum employment requirements as written into law by HB 1115, instructional Paraeducators will be required to complete the Fundamental Course of Study (FCS). As per SB 1658, Section 3, the District must implement this Section only in school years for which the State funding is appropriated specifically for the purpose of the FCS and only for the number of days (hours) that are funded by the appropriation. The first day of the FCS will be the training days that are referenced in Section 7.13. The District will provide clock hours at no charge to the employee if the training is offered and provided by the District. All state-funded training hours will be paid at the employee's regular rate of pay and shall be included in all benefits that are based upon hours of work. Clock hours for Safe-Schools will be self-pay.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1. Term of Agreement.

The term of this Agreement shall be September 1, 2023 to August 31, 2026.

Section 16.2. All Provisions Applicable.

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 16.3. Openers.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and benefits herein; and provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 16.4. Invalid Provisions.

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

Section 16.5. State/Federal Statutes or Regulations.

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

Section 16.6. Renegotiations.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 16.3.



SCHEDULE A
WARDEN SCHOOL DISTRICT
SEPTEMBER 1, 2023 – AUGUST 31, 2024

CLASSIFICATION	Wage Increase	Year 1	Year 2	Year 3	Year 4	Year 5
Secretary:						
* Secretary I	6.5%	\$ 20.81	\$ 21.30	\$ 21.77	\$ 22.26	\$ 22.74
** Secretary II	6.5%	\$ 21.45	\$ 21.95	\$ 22.41	\$ 22.91	\$ 23.41
*** Secretary III	6.5%	\$ 22.10	\$ 22.61	\$ 23.08	\$ 23.56	\$ 24.05
Para Educator:						
* Para Educator I	6.5%	\$ 18.62	\$ 19.11	\$ 19.61	\$ 20.13	\$ 20.62
** Para Educator II	8.8%	\$ 19.36	\$ 19.87	\$ 20.39	\$ 20.88	\$ 21.38
*** Para Educator III	6.5%	\$ 19.14	\$ 19.64	\$ 20.16	\$ 20.65	\$ 21.16
Food Service:						
Cook	6.5%	\$ 20.02	\$ 20.51	\$ 21.01	\$ 21.49	\$ 21.99
Baker	6.5%	\$ 20.02	\$ 20.51	\$ 21.01	\$ 21.49	\$ 21.99
Food Service Assistant	6.5%	\$ 17.59	\$ 18.09	\$ 18.57	\$ 19.05	\$ 19.54
Food Service Clerk	6.5%	\$ 19.62	\$ 20.11	\$ 20.59	\$ 21.08	\$ 21.54
Maintenance:						
Maintenance I	6.5%	\$ 21.89	\$ 22.33	\$ 22.82	\$ 23.29	\$ 23.76
Maintenance II (General)	6.5%	\$ 23.85	\$ 24.30	\$ 24.77	\$ 25.26	\$ 25.72
Maintenance III (Trades)	6.5%	\$ 28.03	\$ 28.47	\$ 28.95	\$ 29.42	\$ 29.87
Custodial:						
Custodian	6.5%	\$ 22.02	\$ 22.51	\$ 22.99	\$ 23.48	\$ 23.96
Transportation:						
Mechanic	6.5%	\$ 27.13	\$ 27.57	\$ 28.05	\$ 28.55	\$ 29.01
Bus Driver	6.5%	\$ 23.79	\$ 24.27	\$ 24.75	\$ 25.25	\$ 25.74
Technology:						
Technology I	6.5%	\$ 16.86	\$ 17.34	\$ 17.81	\$ 18.30	\$ 18.77
Technology II	6.5%	\$ 23.45	\$ 23.91	\$ 24.40	\$ 24.88	\$ 25.36
Note: Substitute pay is first step of each classification.						
Longevity Rates:						
Beginning the 6th through 9th years - add an additional \$0.15 per hour.						
Beginning the 10th through 14th years - add an additional \$0.25 per hour.						
Beginning the 15th through 19th years - add an additional \$0.35 per hour.						
Beginning the 20th and above years - add an additional \$0.45 per hour.						
Translators will receive an additional \$3.00 during conference days						
Para Educator Descriptions						
* Para Educator I: General						
** Para Educator II: Life Skills						
*** Para Educator III: Library, Computer Lab						
Secretary Descriptions						
* Secretary I: Attendance						
** Secretary II: Elementary, Middle School, High School, ASB/Athletics, and Maintenance/Transportation/CTE						
*** Secretary III: Registrar/Cedars, Special Ed, Special Services, Migrant/Bilingual						
Openers:						
2024-2025						
2025-2026						



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/
5 SEIU LOCAL 1948, WARDEN CHAPTER AND THE WARDEN SCHOOL DISTRICT #141-161.
6 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9
10 The parties agree that:

11
12
13 **Section 7.13.2. Early Release Before Spring Break.**

14 Paraeducators and Secretaries shall attend the Open House for two (2) hours before school starts. In
15 exchange, they will be released two (2) hours early on the early release Friday before Spring Break. If
16 the employee does not attend the Open House, two (2) hours will be deducted in September to cover
17 the hours of the early release.
18

19 Paraeducators hired after the Open House will be released two (2) hours early on the early release
20 Friday before Spring Break.
21
22
23
24
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26
27

28 This Memorandum of Understanding shall become effective August 9, 2024, and shall be attached to
29 the current Collective Bargaining Agreement.
30
31
32
33
34
35

36 PUBLIC SCHOOL EMPLOYEES OF
37 WASHINGTON / SEIU LOCAL 1948

38
39 WARDEN CHAPTER #310

40
41 BY: /signed by Amanda Whitaker/
42 Amanda Whitaker, Chapter President

43
44 DATE: Aug. 9, 2024
45
46
47
48

WARDEN SCHOOL DISTRICT #141-161

BY: /signed by Scott West/
Scott West, Superintendent

DATE: Aug. 12, 2024

