

COLLECTIVE BARGAINING AGREEMENT BETWEEN

WARDEN SCHOOL DISTRICT #146-161

AND

PUBLIC SCHOOL EMPLOYEES OF WARDEN

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington / SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. Participation of employees in the formulation and implementation of personnel policies affecting them
4 contributes to effective conduct of school business.
- 5
- 6 2. The efficient administration of the system of public instruction and well-being of employees requires
7 that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee-management
10 relations should be improved by providing employees an opportunity for greater participation in the
11 formulation and implementation of policies and procedures affecting the conditions of their
12 employment.
- 13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights and
15 obligations of the parties hereto.
- 16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of
18 the District and the well-being of employees within the spirit of the Public Employees Collective
19 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
20 procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.
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26 **PREAMBLE**

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

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

33

34

35

36 **ARTICLE I**

37 **RECOGNITION AND COVERAGE OF AGREEMENT**

38 **Section 1.1.**

39 The District hereby recognizes the Association as the exclusive representative of all employees in the
40 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing
41 the interests of all such employees.
42

43 **Section 1.2.**

44 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
45 supervisor or secretary necessarily imply a confidential relationship to the Board of Directors or
46 Superintendent of the District pursuant to RCW 41.56.030(2).
47
48
49



1 **Section 1.3.**

2 Descriptions for all positions subject to this Agreement are attached hereto and by this reference
3 incorporated herein. The District will provide the Association with such amendments, changes, and
4 additions to job descriptions as they may from time to time occur. In the event that the District modifies
5 the job title of any existing position or creates any new positions, the parties shall confer and determine
6 whether the modified position or new position shall be included with the bargaining unit or shall be
7 exempt.
8

9 **Section 1.4.**

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

14 **Section 1.4.1.**

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

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

26 **ARTICLE II**

27 **RIGHTS OF THE EMPLOYER**

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29
30 **Section 2.1.**

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

40 **Section 2.2.**

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

46 **Section 2.3.**

47 The District may periodically contract out work after consulting with the Association. Work contracted
48 out shall not reduce the regularly scheduled work hours of any employee. This Section is not intended to
49 exempt the District from compliance with applicable State and Federal laws and policies.

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

Section 3.4.

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

Section 3.5.

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

Section 3.5.1.

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

1 **Section 3.6.**

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

5
6 **Section 3.7.**

7 Employees assigned duties for a student requiring catheterization under the parameters of RCW
8 28A.210.280 shall be provided the training and right of refusal as described in the respective code and
9 District Policy.

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13 **ARTICLE IV**

14
15 **RIGHTS OF THE ASSOCIATION**

16
17 **Section 4.1.**

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

22
23 **Section 4.2.**

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

28
29 **Section 4.3.**

30 The District shall provide each new employee on their hire date with a copy of this Agreement to be
31 furnished to the District by the Association.

32
33 **Section 4.4.**

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

37
38 Association leave shall be available to the Association President, President-Elect, Secretary, Treasurer, and
39 other officially designated representatives.

40
41 The Association President shall make application in writing to the Superintendent for each Association
42 leave no less than four (4) days prior to the date of intended leave. The District may waive the notification
43 time requirement. No more than two (2) Association officials as designated in this provision shall be
44 granted Association leave at the same time.

45
46 The Association shall bear the expense of substitutes as required by the District.

47
48 The Association agrees to indemnify and hold the District harmless against any liability that may arise out
49 of the District's compliance with this provision.

1
2 **Section 4.5.**

3 On or before the first day of November of each year, the District shall provide the name, address, phone
4 number, position, salary, hours/day, days/year and date of hire of employees to the President of the
5 Association. The Association President shall be notified of any change of hours, transfers, position(s), or
6 new hires as soon as reasonably possible.
7

8 **Section 4.6.**

9 Representatives of the Association shall have access to the District premises during non-school hours for
10 the purposes of conferences or meetings between employees and Association representatives.
11

12 **Section 4.7.**

13 The Association reserves and retains the right to delegate any right or obligation herein granted to or
14 undertaken by the Association, within the scope of the Public Employees Collective Bargaining Act, to
15 appropriate officials of the Public School Employees of Washington State Organization.
16

17 **Section 4.8. Use of District Communications.**

18 The Association may use school mailboxes, bulletin boards, and electronic mail for distribution of official
19 Association communications. School mail shall be used for purposes intended to enhance District-
20 employee relations. District mail facilities shall not be used to distribute materials in support or
21 opposition to statewide election issues or election campaigns. All correspondence must follow acceptable
22 use policy of the District.
23
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26 **ARTICLE V**

27
28 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
29

30 **Section 5.1.**

31 It is agreed and understood that matters appropriate for consultation and negotiation between the District
32 and the Association are those that relate to or affect hours, wages, grievance procedures and working
33 conditions of employees in the bargaining unit subject to this Agreement.
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35
36

37 **ARTICLE VI**

38
39 **ASSOCIATION REPRESENTATION**
40

41 **Section 6.1.**

42 The Superintendent and/or designee(s) shall meet with the local PSE President and/or designee(s) on
43 mutually agreed upon dates for the purpose of resolving problems that may arise relative to the
44 administration of the Agreement or other areas of interest within the District.
45

46 **Section 6.1.1.**

47 When meetings are held between representatives of the Association and representatives of the
48 District pursuant to Section 6.1, minutes may be prepared by either party.
49

1 **Section 6.2.**

2 Association representatives, when leaving their work, shall first obtain permission from their immediate
3 supervisor. The supervisor’s permission in these instances will normally be granted. The employees will
4 report their return to work to their supervisors.
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7

8 **ARTICLE VII**

9
10 **HOURS OF WORK AND OVERTIME**
11

12 **Section 7.1.**

13 The normal workweek shall consist of five (5) consecutive days Monday through Friday, followed by two
14 (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
15 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days
16 of rest. The District will meet with the Association before implementing changes in schedules.
17

18 **Section 7.1.1. Alternative Work Schedule.**

19 During the summer months, winter break and spring break, Custodial, Maintenance, and
20 Transportation may be assigned to a four (4) day workweek and ten (10) hour workday.
21

22 **Section 7.2.**

23 Each employee shall be assigned to a definite shift with designated times of beginning and ending, which
24 shall not be changed without prior notice to the employees of one (1) week, if possible. Supervisors shall
25 be allowed to arrange employee shifts to reflect non-regular shifts when necessary. Employees shall be
26 provided with specific times to report to work.
27

28 **Section 7.3.**

29 Each shift consisting of six (6) to eight (8) hours shall receive an unpaid thirty (30) minute uninterrupted
30 lunch period, and such shifts shall include a paid fifteen (15) minute first half and a paid fifteen (15)
31 minute second half rest period.
32

33 **Section 7.4.**

34 In the event an employee is assigned to a shift less than six (6) hours, the employee shall be entitled to one
35 (1) fifteen (15) minute rest period, and an unpaid uninterrupted thirty (30) minute lunch period for shifts
36 over five (5) hours.
37

38 **Section 7.5.**

39 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
40 District will make a reasonable effort to notify each employee to refrain from coming to work. Employees
41 reporting to work shall receive a minimum of two (2) hours pay at the employee’s regular hourly rate in
42 the event of such a closure; provided, however, no employee shall be entitled to any such compensation in
43 the event of actual notification by the District of the closure prior to leaving home for work.
44

45 **Section 7.6. Call Outs.**

46 Employees called back to work on a regular workday or called back to work on Saturday or Sunday shall
47 receive no less than two (2) hours pay at the appropriate rate.
48

1
2 **Section 7.7. Transportation.**
3

4 **Section 7.7.1.**

5 Recognizing that personnel in the Transportation classification present special shift problems, the
6 parties agree that shifts shall be established in that classification in relation to routes and driving
7 times requisite to fulfilling tasks assigned by the Director of Transportation or designee; and
8 provided further, that all bus drivers shall receive pay for pre and post trip inspection, warm up,
9 and fueling busses. Driving time starts when the driver arrives at the bus and takes charge of the
10 bus.
11

12 Route times will be established at the beginning of every school year and drivers will be paid on
13 the basis of their standardized route time. At the time of assignment of a route time, the Supervisor
14 of Transportation or designee will take into consideration normal seasonal fluctuations in road
15 conditions and attempt to make the route time an average. Such average time will not be
16 considered to take into account unusual circumstances such as breakdowns, nor will it be
17 considered to take into account route changes. In the case of unusual circumstances, drivers will be
18 compensated for their additional time beyond the standard route time. Permanent route changes
19 will necessitate assignment of a new standard route time. In the case of temporary route changes
20 (such as for a bridge being out for three [3] weeks), drivers will be compensated for their additional
21 time beyond the standard route time.
22

23 **Section 7.7.1.1. Extra Trips.**
24

- 25 A. **Definition.** Extra trips shall be defined as all District bus trips other than regular daily
26 scheduled bus routes.
27
- 28 B. **Assignment of Extra Trips.** A reasonable attempt shall be made to assign extra trips
29 to regular drivers (those driving a regular daily bus route) on a rotating roster. This
30 roster shall be established at the beginning of the school year on a seniority basis. Only
31 regular drivers shall be included on this roster. New hires shall be added to the bottom
32 of the roster in order of seniority. The Trip Board will be posted on Tuesday by 3:30
33 pm or the first school day of the week, for all requests received for the following week
34 of Monday through Sunday. Trips will be posted chronologically by date, then time of
35 the trip. On Wednesday, or the first available school day after Wednesday, of the
36 current week, trips will be assigned according to seniority rotation. A driver may pass
37 on a trip, allowing the next driver in the rotation to take the trip. The rotation will then
38 continue down the list each week on days where multiple trips are to be scheduled.
39
- 40 C. **Compensation of Extra Trips.** Extra trips shall be compensated at the bus driver's
41 regular hourly rate. Drivers will be given one half (1/2) hour prior to trip departure time
42 for pre-trip inspection and loading of students and equipment. Driver's lodging and
43 meals shall be paid.
44
- 45 D. **Trip Cancellation.** In the event a scheduled trip is cancelled after having been
46 awarded and the driver is not notified of the cancellation prior to reporting for the
47 scheduled trip, such drivers shall be compensated for two (2) hours of show up time at
48 their current driving rate. Provided further, that driver shall be given the opportunity to
49 accept the next scheduled trip. Rotation will resume with the driver from the cancelled

1 trip continuing with rotation from roster and not rotation from the trip board. If the
2 driver assigned to a trip cancels after the Scheduling Meeting, that driver forfeits their
3 turn until they come up in the normal rotation.
4

- 5 E. **Late Trips/Inserted Trips.** Trips added after (Tuesday, 3:30 pm) Posting meeting day
6 will be considered as a late trip and will be posted at the bottom of the trip board. A
7 Trip that is added to the activities list after the (Wednesday) Scheduling Meeting will
8 be considered an INSERTED Trip. That insert will be added to the bottom of the
9 activity trip for that week. The driver will be scheduled through the normal seniority
10 rotation of drivers. If a driver passes the trip, they will be added to the bottom of the
11 seniority rotation list.
12
- 13 F. **Bus Cleanup/Trip Issues.** Drivers will receive one-half (1/2) hour cleanup time on
14 extra trips. The Director of Transportation or designee may give extra cleanup time if
15 required, at his/her discretion. Any driver concerns regarding the trip, will be noted in
16 the comment section on the trip sheet.
17
- 18 G. **Inclement Weather While on a Trip.** If the Warden School District has been closed
19 due to weather, all middle and elementary school trips shall be canceled. Cancellation
20 of high school trips will be determined by the Principal /Athletic Director,
21 Superintendent, and the Director or Assistant Director of Transportation.
22
- 23 H. **Overnight Trips.** The transportation department will provide drivers with a procedure
24 for requesting extension of time in motels in situations where leave time is later than
25 anticipated. Drivers on overnight trips shall receive no less than nine (9) hours pay per
26 day.
27
- 28 I. **Supervision on the Trip Bus.** Coaches, Teachers and District approved supervisors
29 will ride on the bus(es) “to” and “from” events and are responsible for student
30 supervision. Drivers and the District will develop a procedure and form for drivers to
31 report issues with a trip (including but not limited to: bus cleanliness, student behavior,
32 teacher/coach lack of student control, etc.).
33

34 **Section 7.7.1.2.**

35 The District and its bus drivers may meet on a monthly basis. Such meetings shall be paid
36 and shall be held immediately prior to or immediately following a regular daily bus route.
37 Drivers shall be paid at the driving rate of pay for drug testing.
38

39 **Section 7.7.2.**

40 The District and Association will work together to develop policies with regard to district
41 vehicle usage for student trips (academic, co-curricular, etc.).
42

43 **Section 7.8. Overtime.**

44 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as
45 practical in the circumstances. Normally, employees designated to work overtime on days outside their
46 regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of
47 the last shift before the overtime commences. In the event of an emergency, all employees may be
48 required to work overtime without prior notice.
49

1
2 **Section 7.8.1.**

3 All hours worked in excess of forty (40) hours in one week shall be compensated at the rate of one
4 and one-half (1 ½) times the regular hourly rate.
5

6 **Section 7.9. Supervisors of Employees.**

7 Employees of the District may have more than one supervisor. The immediate Supervisor shall be the one
8 directing and responsible for the work of the employee, i.e.:

9

10 Bus Drivers	Assistant Director of Maintenance/Transportation
11 Mechanic	Assistant Director of Maintenance/Transportation
12 Food Service Staff	Food Service Director
13 Secretaries	Building Principal/Director
14 Paraeducators	Support Services Director/Building Principal
15 Paraeducators-Media	Building Principal
16 Custodians	Director of Maintenance/Transportation
17 Maintenance	Director of Maintenance/Transportation
18 Technology Assistant	Technology Director

19

20 This is subject to change with program changes. Employees will be notified in writing of any supervisory
21 changes by the Building Principal, Director or Superintendent.
22
23

24 **Section 7.10. Paraeducators.**

25
26 **Section 7.10.1.**

27 The Principal or their designee shall be responsible for the assignment of work and general work
28 directions of classified employees working directly with them.
29

30 **Section 7.10.2.**

31 The minimum shift for Paraeducators shall be two (2) hours per day which may include other job
32 assignments. Two (2) hour Paraeducators will be allowed up to a maximum of twenty percent
33 (20%) of the number of full-time Paraeducators.
34

35 **Section 7.11. Compensatory Time.**

36 At the request of the employee who is required to work overtime, overtime compensation may be given
37 in the form of compensatory time at the rate of time and one-half opposed to payment at that rate.

38 Employees may accumulate a maximum of forty (40) hours compensatory time. Time must be used or
39 paid out within the school year of occurrence. Time may be carried forward in to the next school year
40 provided that a plan is in place that is approved by the Supervisor and Superintendent. If the employee
41 choses to carry their time forward into the next school year, the option of cashing out is not available.
42

43 **Section 7.12. Flex-Time.**

44 When an employee works pre-approved extra time he/she may request to have flex time off at the rate
45 of time earned. Flex time must be taken within 30 days of time earned unless prior arrangements have
46 been made by the immediate Supervisor and Superintendent.
47
48
49

1 **Section 7.13. Early Release Days.**

2 The District shall provide a minimum of six (6) hours per year of in-service training to each employee
3 in subjects and skills that are relevant to their classification or employment in the District. The training
4 will be offered at times acceptable to the Association and subject to approval by the District. On early
5 release days employees may choose to leave at 1:00 PM and make up the time by attending a six (6)
6 hour in-service trainings provided by the District two days prior to school starting. If the employee is
7 unable to attend the in-service, six (6) hours will be deducted from their September paycheck to cover
8 the hours of early release days.

9 Early Release Days:

- 10 • Thanksgiving Early Release
- 11 • Christmas Early Release

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15 **ARTICLE VIII**

16
17 **HOLIDAYS AND VACATIONS**

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19 **Section 8.1. Holidays.**

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

- 21
- 22 1. New Year’s Day
- 23 2. Presidents’ Day
- 24 3. Memorial Day
- 25 4. Independence Day
- 26 5. Labor Day
- 27 6. Veterans Day
- 28
- 29 7. Thanksgiving Day
- 30 8. Day after Thanksgiving
- 31 9. Day before Christmas
- 32 10. Christmas Day
- 33 11. Martin Luther King’s Birthday

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

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

Section 8.1.1. Worked Holiday.

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

Section 8.1.2. Holidays during Vacation.

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

Section 8.1.3.

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



1
2 **Section 8.2. Vacations.**

3 All twelve (12) month employees subject to this Agreement shall be credited with vacation as set out
4 below. Such vacation credit shall be earned, vested, and used as designated in this Article.
5

6 **Section 8.2.1.**

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

11 **Section 8.2.2.**

12 An employee in their fifth through ninth year of employment shall receive fifteen (15) days
13 vacation credit.
14

15 **Section 8.2.3.**

16 An employee in their tenth year of employment and beyond shall receive twenty (20) days vacation
17 credit.
18

19 **Section 8.2.4.**

20 Vacation time is not accumulative. All employees must schedule and take their vacation upon the
21 supervisor's approval. Employees may be allowed to take vacation during the school year. If the
22 employee is prevented from taking their vacation by District action only, the unused vacation pay
23 will be paid to the employee in addition to September's check.
24

25 **Section 8.2.5.**

26 Any employee who is discharged or who terminates employment shall receive payment for unused
27 accrued vacation credit with their final paycheck.
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30

31 **ARTICLE IX**

32 **LEAVES**

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35 **Section 9.1. Illness, Injury and Emergency Leave.**

36
37 **Section 9.1.1.**

38 Each employee shall accumulate one (1) day of illness, injury and emergency leave for each
39 calendar month worked; provided, however, that no employee shall accumulate less than ten (10)
40 days of illness, injury and emergency leave per school year. An employee who works eleven (11)
41 workdays in any calendar month will be given credit for the full calendar month. Illness, injury
42 and emergency leave benefits shall be paid on the basis of regular hourly rate applicable to the
43 employee's normal daily work shift. The District shall project the number of annual days of sick
44 leave at the beginning of the school year according to the estimated number of calendar months the
45 employee is to work that year. The employee shall be entitled to the projected number of days of
46 sick leave at the beginning of the school year.
47

48 Notification of an emergency leave must be made to the employee's Principal or Director as soon
49 as possible either through AESOP, Skyward or a phone call. If school is in session the employee

1 will report to their immediate supervisor. If the immediate supervisor is not available, the
2 employee will report to the Superintendent. Examples of emergency leave would be catastrophic
3 occurrence or emergency in the home, serious illness to an employee's spouse and employee or
4 spouse's child, parent, step-parent, grandparent, grandchild, sibling, or parent-in-law, or any
5 problem requiring the personal attention of the employee that has been suddenly precipitated and is
6 of such a nature that planning was not possible, or where pre-planning could not relieve the
7 necessity for the employee's absence.
8

9 **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

10 In January of the year following any year in which a minimum of sixty (60) days of leave
11 for illness or injury is accrued, and each January thereafter, any eligible employee may
12 exercise an option to receive remuneration for unused leave for illness or injury
13 accumulated in the previous year at a rate equal to one (1) day's monetary compensation of
14 the employee for each four (4) full days of accrued leave for illness or injury in excess of
15 sixty (60) days. Leave for illness or injury for which compensation has been received shall
16 be deducted from accrued leave for illness or injury at the rate of four (4) days for every
17 one (1) day's monetary compensation.
18

19 **Section 9.1.1.2.**

20 At the time of separation from school district employment due to retirement or death, an
21 eligible employee or the employee's estate shall receive remuneration at a rate equal to one
22 (1) day's current monetary compensation for each four (4) full day's accrued leave for
23 illness or injury.
24

25 **Section 9.1.2.**

26 In the event employees are absent for reasons which are covered by Industrial Insurance, the
27 District shall pay the employee an amount equal to the difference between the amount paid the
28 employee by the Department of Labor and Industries and the amount the employee would
29 normally earn. A deduction shall be made from the employee's accumulated sick leave in
30 accordance with the amount paid to the employee by the District.
31

32 **Section 9.1.3.**

33 Employees who have accrued sick leave while employed by another public school district in the
34 state of Washington shall be given credit for such accrued sick leave upon employment by the
35 District.
36

37 **Section 9.1.4. Sick Leave Sharing Bargaining Unit.**

38 An employee may choose to donate portions of his/her accumulated sick leave, to come to the
39 aid of another named employee who has depleted his/her annual leave and sick leave reserve
40 and is suffering from an extraordinary or severe illness, injury, impairment, or physical or
41 mental condition which has caused or is likely to cause the employee to take an extended leave
42 without pay or to terminate his/her employment. A contributing employee must have a sick
43 leave balance of more than one hundred seventy-six (176) hours to donate. An employee may
44 transfer a specific amount of sick leave to an employee requesting shared leave only when the
45 donating employee retains a minimum of one hundred seventy-six (176) hours of sick leave
46 after the transferred leave shall be calculated on an hours-donated and an hours-received basis.
47 Any leave transferred which remains unused shall be returned at its original value to the
48 employee or employees who transferred the leave when it is found that the leave is no longer
49 needed or will not be at a future time in connection with the illness or injury for which the leave

1 was transferred. The value of the unused leave which was transferred by more than one
2 employee shall be returned on a pro rata basis. The Superintendent and/or Association
3 representative may, if appropriate, require a healthcare provider statement confirming the extent
4 and/or severity of the illness, injury or impairment. Vacation and personal leave may be given
5 without reserve. NO EMPLOYEE MAY BE FORCED TO PARTICIPATE IN LEAVE
6 SHARING.
7

8 **Section 9.2. Leave for Bereavement.**

9 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by death
10 of a spouse, domestic partner, mother, father, son, daughter, brother, sister, legal guardian, step-parent,
11 grandparent, grandchild, mother/father-in-law, brother/sister-in-law, or grandparents-in-law. Such
12 bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative. The five
13 (5) days may be used non-consecutively when necessary to carry out business or arrangements related to
14 the death. Special bereavement will be granted under emergency leave and shall be deducted from the
15 employee's accumulated sick leave. The Superintendent or his/her designee may, at his/her discretion,
16 extend the benefits of this bereavement leave to include close personal friends or more distant relatives of
17 the employee.
18

19 **Section 9.3. Personal Leave.**

20 Personal leave with pay shall be granted to each classified employee at the rate of two (2) days per year
21 and accumulate to a maximum of four (4) days. A good faith effort will be made to give one week's notice
22 to the immediate supervisor prior to using personal leave. Personal leave is neither sick leave nor
23 bereavement leave. Personal leave (if available) will be used when sick leave is exhausted versus days
24 without pay. Using personal leave will not be used during the first two (2) weeks of school, in conjunction
25 with any paid holiday, or the last two (2) weeks of school without prior approval from Supervisor and
26 Superintendent. Personal leave shall be paid at the employee's regular hourly rate. Upon leaving the
27 district, the employee shall be paid for any days unused at their regular hourly rate.
28

29 **Section 9.4. Judicial Leave.**

30 In the event an employee is summoned to serve as a juror or appears as a witness in the court for the
31 District, or is named as a co-defendant with the District, such employee shall receive a normal day's pay
32 for each day of required presence. In the event an employee is a party in a court action, such employee
33 shall request a leave of absence without pay. Employees summoned to appear as a witness in
34 circumstances other than those listed above may use emergency leave for such absences.
35

36 **Section 9.5. Maternity and Paternity.**

37
38 **Section 9.5.1.**

39 The District will grant leave for maternity with pay, to be deducted from regular accrued illness,
40 injury and emergency leave, to any regularly employed staff member, upon request for such leave,
41 accompanied by a certification of pregnancy by the employee's physician.
42

43 **Section 9.5.1.1.**

44 The employee requesting maternity leave shall notify the District at least two (2) weeks
45 prior to the day the employee desires to commence the maternity leave. The duration of the
46 maternity leave shall be for no more than the period of time within which the employee is
47 disabled from her job duties as a result of the pregnancy or childbirth. If the disability
48 extends beyond thirty (30) calendar days, the employee shall deliver to the District a
49 statement from her physician, stating that she is under a disability from pregnancy or

1 childbirth, which disability will prevent her from completing her job duties. The statement
2 should also state the estimated date of the employee's expected return. The District, at its
3 own expense, may request additional statements from the employee's physician regarding
4 the period of disability. Child rearing shall not be considered a reason for taking leave
5 under this section.

6
7 **Section 9.5.1.2.**

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

13
14 **Section 9.5.1.3.**

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

18
19 **Section 9.5.2 Paternity and Adoptive Leave.**

20 Paternity and adoptive leave may be granted to district employees upon approval of the
21 superintendent. Two (2) weeks advanced notice in writing is required unless waived by the
22 superintendent. This leave may be deducted from sick leave. FMLA and State Family Leave rules
23 may apply.

24
25 **Section 9.6. Leave of Absence.**

26
27 **Section 9.6.1.**

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

32
33 **Section 9.6.2.**

34 The returning employee will be assigned to the position occupied before the leave of absence, if
35 said position is still a District position. In the event the position occupied before the leave of
36 absence is eliminated, and the employee was off for reasons of illness or injury, the employee may
37 use his seniority to bump the junior most employee in classification with like position and hours.
38 (A "like" position is one within +/- one hour of the eliminated position and similar duties). If the
39 above is not applicable, the employee shall be placed in a priority pool for rehire as soon as a
40 position is open for which the employee is willing to work and for which the employee is qualified.
41 Employees hired to fill positions of employees on leave of absence will be hired for a specific
42 period of time, during which they shall be subject to all provisions of this Agreement. It shall be
43 the responsibility of the District to inform replacement employees of these provisions.

44
45 **Section 9.6.3.**

46 The employee will retain accrued illness, injury and emergency leave, accrued vacation days, and
47 accrued seniority while on leave of absence. However, the employee will not incur additional
48 vacation days, additional illness, injury and emergency leave or additional seniority for the period
49 of time that the employee is on a leave of absence, except that an employee on a leave of absence

1 for an approved, extended illness will continue to accrue seniority. The leave of absence shall be
2 without pay and without continuation of medical benefits required by this contract. However, the
3 employee may continue his or her medical benefits by agreeing to pay one hundred percent (100%)
4 of the premiums therefore during the period of time that the employee is on leave of absence.
5
6
7

8 ARTICLE X

9 EVALUATION, PROBATION, SENIORITY AND LAYOFF PROCEDURES

10 **Section 10.1. Evaluation.**

11 The evaluation of employee performance in the District is an important process. The primary focus of
12 evaluation is to meet established performance expectations. All employees will be formally evaluated
13 before the employee leaves for the summer of each school year. Employees will be formally observed a
14 minimum of once per year before the final evaluation.
15
16

17 **Section 10.2.**

18 The seniority of an employee within the bargaining unit shall be established as of the date on which the
19 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
20 as hereinafter provided.
21
22

23 **Section 10.3.**

24 Each new hire shall remain in a probationary status for a period of not more than six (6) months following
25 the hire date. During this probationary period the District may discharge such employee at its discretion,
26 provided further that each probationary employee shall be evaluated within the first three (3) months of
27 employment (hire date).
28

29 **Section 10.4.**

30 Upon completion of the probationary period, the employee will be subject to all rights and duties contained
31 in this Agreement retroactive to the hire date.
32

33 **Section 10.5.**

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

- 35 A. Resignation;
- 36 B. Discharge for sufficient cause;
- 37 C. Retirement; or
- 38 D. Change in job classification within the bargaining unit, as hereinafter provided.
39

40 **Section 10.6.**

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

- 42 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 43 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
44 States;
- 45 C. Time spent on other authorized leaves, with the exception of leave of absence which will be
46 governed by Section 9.6.3; or
- 47 D. Time spent in layoff status as provided in this contract.

1
2 **Section 10.7.**

3 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
4 job classifications are those set forth in Article I, Section 1.4.
5

6 **Section 10.8.**

7 The employee with the earliest hire date shall have preferential rights regarding shift selection and vacation
8 periods. The employee with the earliest hire date shall have preferential rights regarding promotions,
9 assignment to new or open jobs or positions, and layoffs when ability and performance are substantially
10 equal with junior employees. If the District determines that seniority rights should not govern because a
11 junior employee possesses ability and performance substantially greater than a senior employee or senior
12 employees, the District shall set forth in writing to the employee or employees and the organization's
13 grievance committee chairperson its reasons why the senior employee or employees have been bypassed.
14

15 In the event the District or employee determines within sixty (60) days that the employee who has been
16 promoted or transferred is incapable of performing required duties, such employee shall be returned to the
17 position previously held or an equivalent position.
18

19 **Section 10.9.**

20 Employees who change job classification within the bargaining unit may not transfer their seniority
21 acquired in a previous job classification. However, employees who change job classifications and desire to
22 transfer back to their old job classification within a period of up to fifteen (15) business days or until the
23 position is filled following their transfer, shall be entitled to be transferred back to the old job classification
24 and shall be restored to their accrued seniority rights held in the previous job classification.
25

26 **Section 10.9.1.**

27 Employees who change job classifications within the bargaining unit shall retain their
28 classification seniority date in the previous classification for a period of one (1) year,
29 notwithstanding that they have acquired a new classification seniority date.
30

31 **Section 10.10.**

32 The District shall publicize within and out of the bargaining unit for five (5) workdays the availability of
33 new or open positions as soon as possible after the District is apprised of the opening. After the position
34 posting closes such positions shall be filled or eliminated. In-district employees in and out of classification
35 will receive preferential rights versus an out-of-district applicant. The timelines may be extended under
36 unusual circumstances upon mutual consent of the parties. A copy of the job posting shall be forwarded to
37 the President of the Association and to the Association representative of the classification concerned.
38

39 During the summer, the District shall publicize for five (5) workdays the availability of new or open job
40 positions as soon as possible after the District is apprised of the opening on-line. A call out notification
41 will be made to all employees during the summer months.
42

43 **Section 10.10.1.**

44 For flexibility in scheduling, the district has the option of adding up to thirty (30) minutes to a
45 position without going through the seniority line. Any time over thirty (30) minutes would be
46 offered to the most senior employees. Senior employees will be considered first for additional
47 time. Bus drivers are exempt from this section.
48
49

1
2 **Section 10.11. Layoff.**

3
4 **Section 10.11.1.**

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

8
9 **Section 10.11.2.**

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

15
16 **Section 10.11.3.**

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

19
20 **Section 10.11.4.**

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

24
25 **Section 10.11.5.**

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

29
30 **Section 10.12. Seniority List.**

31 The District will compile a seniority list by classification according to Article X, Section 10.2, and forward
32 to the PSE President for posting in each work site. Any challenge to the authenticity of the list must be
33 made by the employee within ten (10) workdays of the posting, otherwise the list will remain as posted.

34
35 **Section 10.13. Transfer of Previous Experience.**

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

40
41
42
43 **ARTICLE XI**

44
45 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

46
47 **Section 11.1.**

48 The District shall have the right to discipline or discharge an employee for sufficient cause. The employee
49 may file a grievance to resolve the issue of sufficient cause. If the District has reason to reprimand an



1 employee, it shall be done in private. The District shall notify the affected employee that they have the
2 right to representation by the Association prior to any disciplinary action being taken against a bargaining
3 unit employee.
4

7 **ARTICLE XII**

8 **INSURANCE AND RETIREMENT**

10 **Section 12.1.**

11 The Public School Employees of Warden hereby request the Warden School District to implement
12 Resolution #07-93-94 requesting membership in the State Health Care Authority with the
13 understanding the District will pay the rates covered in the Public Employees Benefits Board (PEBB)
14 program per month toward the cost of State Health Care Authority benefit plan for eligible classified
15 employees and their eligible dependents. An eligible employee shall be defined as a point five (.5) FTE
16 or greater; provided further that an employee also who is less than point five (.5) FTE is not eligible
17 unless enrolled by January 1, 1999. Eligible employees shall be prorated, as per FTE, for insurance
18 purposes, 1440 hours will equal one (1) FTE.
19

20
21 If any employee terminates employment, insurance coverage shall terminate at the end of the month in
22 which termination occurs.
23

24 Annual enrollment for employee group insurance programs shall normally be in the month of
25 November. The annual enrollment period of new employees shall be completed within thirty (30) days
26 of date of hire.
27

28 **Section 12.1.1.**

29 For bus drivers, to determine the FTE for this section, all hours worked whether straight time,
30 overtime or extra trip time, will be counted based on the average of each of the driver's previous
31 Warden School District fiscal one (1) year driving record. For new drivers who have not
32 established a one (1) year average, the District will use the average of the new driver's contracted
33 hours for that year in calculating the FTE benefit for new bus drivers.
34

35 **Section 12.2.**

36 The parties agree to abide by all State and Federal laws governing employee health and welfare benefits.
37

38 **Section 12.3.**

39 The District shall provide tort liability coverage for all employees subject to this Agreement.
40

41 **Section 12.4.**

42 The District shall make contributions for State Industrial Insurance protection on behalf of employees in
43 any manner as is permitted or provided by law.
44

45 **Section 12.5.**

46 The District shall make contributions to the Washington State Unemployment Compensation Fund as
47 provided by law.
48

1
2 **Section 12.6.**

3 In determining whether an employee subject to this Agreement is eligible for participation in the
4 Washington State Public Employees' Retirement System, the District shall consider all hours worked,
5 whether straight time, overtime, or otherwise.
6

7 **Section 12.7.**

8 All employees subject to this Agreement shall be entitled to participate in any of the existing tax shelter
9 annuity plans. On receipt of a written authorization by an employee, the District shall make the requisite
10 withholding adjustments and deductions from the employee's salary.
11

12 **Section 12.8.**

13 The School District's limitations on benefit options under this section shall be pooled and made
14 available by the District to reduce out-of-pocket premium expenses for employees needing basic
15 coverage for dependents. It is not intended for the School District to divert state benefit allocations for
16 other purposes.
17

18 **Section 12.9. VEBA.**

19 The District has adopted the VABA (Sick Leave Conversion Medical Reimbursement Plan-the "Plan")
20 pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all retiring
21 employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having
22 excess sick leave days accrued by such employee available for contribution at retirement in accordance
23 with the statute following the passing of an annual vote. If the annual vote results in a failure to pass by the
24 majority, no employee in the collective bargaining unit will be eligible to participate in the Plan until an
25 annual vote results in a passing status by the majority. Once the vote has been finalized, the current PSE
26 President will sign and submit the "VABA Plan Memorandum of Understanding between Warden School
27 District and Warden Public School Employees (PSE)."
28

29 It is understood that all eligible employees will be required to sign and submit the "VEBA Plan enrollment
30 form" complying with the statute. This hold harmless agreement will waive any claims against the District
31 and the bargaining unit. If an employee fails to sign and submit such agreement to the District, he/she will
32 not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all
33 excess sick leave which in the absence of the Agreement would accrue to such employee during the term
34 hereof will be forfeited together with all cash-conversion rights that pertain to such excess sick leave.
35

36 Retirement Sick Leave Conversion: For the purpose of retirement contribution to the Plan, all employees
37 covered by this Agreement who return during the term hereof, shall be eligible and excess sick leave shall
38 be defined as the sick leave days accruing to the credit of such employee during the term of this Agreement
39 when the annual vote results in a pass status by the majority.
40

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

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1.

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

Section 13.2.

Any employee subject to this Agreement who, on the date of execution of this Agreement or its effective date, whichever is later, is not a member in good standing of the Association and does not wish to become a member, and all employees hired subsequent to the date of execution of this Agreement or its effective date, whichever is later, who do not wish to become members, shall submit a letter by registered mail to Public School Employees of Washington/SEUI Local 1948, P.O. Box 798, Auburn, Washington, 98071, within thirty (30) calendar days of the execution date of this Agreement or its effective date, or within thirty (30) calendar days of the date of hire, whichever is later and appropriate, stating that he/she does not wish to be a member. A copy of the letter submitted shall also go to the Human Resource Director. Should any employee fail to submit said letter within this specified period, he/she shall immediately obtain and maintain membership in good standing of the Association, or pay a service charge equal to PSE dues, as a condition of continued employment.

Classified employees who do not wish to become members, shall submit a letter by registered mail to Public School Employees of Washington/SEUI Local 1948, P.O. Box 798, Auburn, Washington, 98071, within thirty (30) calendar days of the execution date of this Agreement or its effective date, or within thirty (30) calendar days of the date of hire, whichever is later and appropriate, stating that he/she does not wish to be a member. See RCW 41.56.122 Collective Bargaining Agreements – Authorized Provisions.

Section 13.3.

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

Section 13.4.

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

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.

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

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



1
2 **Section 14.2. Grievance Steps.**
3

4 **Section 14.2.1. Step 1 - Initial Conference.**

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

11 **Section 14.2.2. Step 2 - Written Grievance.**

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

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

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

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

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

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

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

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

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 subsection,
6 and the Association believes the grievance to be valid, the employee may demand arbitration of the
7 grievance. The arbitrator shall be selected by mutual agreement of the District and PSE attorney.
8 The decision of the arbitrator will be final and binding on both parties.
9

10 **Section 14.3.**

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.**

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.**

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.**

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

35 **Section 15.2.2.**

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, and
40 in any case not later than the second regular payday.
41

42 **Section 15.2.3.**

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.**

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

1 **Section 15.4.**

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.**

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.**

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

20 **Section 15.7.**

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 employment
28 with the Warden School District, above and beyond the standard fee for driver's license renewal.
29

30 **Section 15.9. Footwear.**

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

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

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

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

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

43 Department of Transportation (DOT) physical examination, X-rays and health certificates required as a
44 condition of employment of the District's Transportation Department will be reimbursed if the exam is
45 performed by a physician approved by the District. Any additional costs of medical services beyond the
46 required DOT driver's medical card will be the responsibility of the employee. If an employee chooses to
47 have the examination performed by their personal physician, the employee will be responsible for their
48 own costs. A list of approved physicians will be provided upon request from the
49 Transportation/Maintenance Department or Administration Office.

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ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The term of this Agreement shall be September 1, 2017 to August 31, 2020.

Section 16.2.

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

Section 16.3.

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.

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.

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.

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.

ARTICLE XVII

TRANSLATORS

Section 17.1. Translators.

Employees possessing bilingual skills and hired in positions posted as “Bilingual required” or “Bilingual Preferred” may be required to act as an interpreter or translator during their regular duties of their contracted workday. The district assumes full responsibility for the good faith actions of any employee willing to perform such duties. Job tacks assigned beyond the employee’s typical workday who perform such duties shall be compensated at ten percent (10%) above their normal rate of pay.

Section 17.2. Duties Assigned.

All such duties must be specifically directed by an administrator.



1 **Section 17.3. Casual Visitors.**

2 Then use of foreign language skills to interact with students or to communicate with casual visitors shall
3 not be considered interpreter duty.

4
5 **Section 17.4. Non-Bilingual Positions,**

6 No employee, hired in non-bilingual positions, shall be required to perform interpreter duties, except in the
7 case of an emergency.

8
9 **Section 17.5. Confidentiality as an Interpreter.**

10 Then district shall provide instruction, when necessary, for employees utilized in this capacity. Employees
11 shall be expected to maintain strict confidentiality when acting as interpreters.

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22 SIGNATURE PAGE

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30 PUBLIC SCHOOL EMPLOYEES
31 OF WASHINGTON / SEIU LOCAL 1948

32
33 WARDEN CHAPTER

WARDEN SCHOOL DISTRICT #146-161

34
35
36
37 BY: Janice Gallop
38 Janice Gallop, Chapter President

BY: David La Bounty
David La Bounty, Superintendent

39
40
41 DATE: 1-22-18

DATE: 1-22-18



SCHEDULE A
WARDEN SCHOOL DISTRICT
SEPTEMBER 1, 2017 - AUGUST 31, 2018

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>Secretary:</u>					
*Secretary I	\$ 15.97	\$ 16.35	\$ 16.71	\$ 17.09	\$ 17.46
** Secretary II	\$ 16.47	\$ 16.85	\$ 17.21	\$ 17.59	\$ 17.96
***Secretary III	\$ 16.97	\$ 17.35	\$ 17.71	\$ 18.09	\$ 18.46
<u>Para Educator:</u>					
*Para Educator I	\$ 13.89	\$ 14.26	\$ 14.63	\$ 15.01	\$ 15.38
**Para Educator II	\$ 14.09	\$ 14.46	\$ 14.83	\$ 15.21	\$ 15.58
***Para Educator III	\$ 14.29	\$ 14.66	\$ 15.03	\$ 15.41	\$ 15.78
<u>Food Service:</u>					
Cook	\$ 15.18	\$ 15.57	\$ 15.95	\$ 16.32	\$ 16.70
Baker	\$ 15.18	\$ 15.57	\$ 15.95	\$ 16.32	\$ 16.70
Food Service Assistant	\$ 13.39	\$ 13.78	\$ 14.15	\$ 14.53	\$ 14.91
Food Service Clerk	\$ 14.97	\$ 15.35	\$ 15.71	\$ 16.09	\$ 16.46
<u>Maintenance:</u>					
Maintenance I	\$ 17.22	\$ 17.58	\$ 17.96	\$ 18.34	\$ 18.71
Maintenance II (general maint./grounds)	\$ 18.22	\$ 18.58	\$ 18.96	\$ 19.34	\$ 19.71
Maintenance III (trades)	\$ 20.73	\$ 21.09	\$ 21.47	\$ 21.85	\$ 22.22
<u>Custodial:</u>					
Custodian	\$ 14.97	\$ 15.34	\$ 15.71	\$ 16.09	\$ 16.46
<u>Transportation:</u>					
Mechanic	\$ 20.73	\$ 21.09	\$ 21.47	\$ 21.85	\$ 22.22
Bus Driver	\$ 18.26	\$ 18.64	\$ 19.00	\$ 19.38	\$ 19.76
<u>Techology:</u>					
Technology I	\$ 13.25	\$ 13.63	\$ 13.99	\$ 14.37	\$ 14.74
Technology II	\$ 17.17	\$ 17.53	\$ 17.91	\$ 18.29	\$ 18.66
Note: Substitute pay is first step of each classification.					
<u>Longevity Rates:</u>					
Beginning the 6th through 9th years - add additional \$0.10 per hour.					
Beginning the 10th through 14th years - add an additional \$0.20 per hour.					
Beginning the 15th through 19th years - add an additional \$0.30 per hour.					
Beginning the 20th and above years - add an additional \$0.40 per hour.					
Washington State Salary Increase Percentage will be passed through to employees.					
<i>Secretary Descriptions</i>					
*Secretary I: Maintenance/Transportation and Attendance					
**Secretary II: Elementary, Middle School, High School, Migrant and ASB/Athletics					
***Secretary III: Registrar/Cedars, Special Ed, Special Services					
<i>Para Educator Descriptions</i>					
*Para Educator I: General					
**Para Educator II: Life Skills					
***Para Educator III: Library, Computer Lab					

