

COLLECTIVE BARGAINING AGREEMENT BETWEEN

UNION GAP SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

UNION GAP SCHOOL DISTRICT

SEPTEMBER 1, 2016 - AUGUST 31, 2020



**Public School Employees of Washington/SEIU Local 1948**

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## D E C L A R A T I O N   O F   P R I N C I P L E S

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.

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## P R E A M B L E

This Agreement is made and entered into between Union Gap School District Number 2 (hereinafter "District") and Public School Employees of Union Gap, 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:

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## A R T I C L E   I

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### R E C O G N I T I O N   A N D   C O V E R A G E   O F   A G R E E M E N T

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**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.

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**Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

1 **Section 1.3.**

2 Descriptions for all positions subject to this Agreement are attached hereto as an exhibit for informational  
3 purposes only. The District agrees to update all job descriptions by January 1, 1994. The District will  
4 provide notice to the union of any material change in an employee’s job duties, in order to provide the  
5 union an opportunity to request bargaining if appropriate.

6  
7 **Section 1.4.**

8 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the  
9 following general job classifications: (including employees who, during the previous twelve months, have  
10 worked more than thirty (30) days) : (1) Paraprofessionals; (2) Secretarial-Clerical; (3) Custodial,  
11 Maintenance, Transportation; and (4) Food Service. Excluded: Secretary to the Superintendent/Payroll  
12 Specialist, Business Manager, District Technology Coordinator, Federal Program Director and School  
13 Nurse. Bargaining unit substitutes shall be paid at the probationary rate on Schedule A. They shall be  
14 covered by Articles III and VI of this Agreement and no other sections.

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18 **ARTICLE II**

19  
20 **RIGHTS OF THE EMPLOYER**

21  
22 **Section 2.1.**

23 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
24 vested in management officials of the District. Included in these rights in accordance with and subject to  
25 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the  
26 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,  
27 demote, or take other disciplinary action against employees; and the right to release employees from  
28 duties because of lack of work or for other legitimate reasons. The District shall retain the right to  
29 maintain efficiency of the District operation by determining the methods, the means, and the personnel by  
30 which operations undertaken by the employees in the unit are to be conducted.

31  
32 **Section 2.2.**

33 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
34 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
35 matters of working conditions, the District shall give due regard and consideration to the rights of the  
36 Association and the employees and to the obligations imposed by this Agreement.

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40 **ARTICLE III**

41  
42 **RIGHTS OF EMPLOYEES**

43  
44 **Section 3.1.**

45 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise  
46 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom  
47 of such employees to assist the Association shall be recognized as extending to participation in the  
48 management of the Association, including presentation of the views of the Association to the Board of  
49 Directors of the District or any other governmental body, group, or individual. The District shall take

1 whatever action is required or refrain from such action in order to assure employees that no interference,  
2 restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership  
3 in any employee organization.

4  
5 **Section 3.2.**

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

8  
9 **Section 3.3.**

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

13  
14 **Section 3.4.**

15 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
16 exclusive of compensation for services rendered, to appropriate officials of the Association.

17  
18 **Section 3.5.**

19 Neither the District, nor the Association, shall discriminate against any employee subject to this  
20 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical  
21 handicap with respect to a position, the duties of which may be performed efficiently by an individual  
22 without danger to the health or safety of the physically handicapped person or others.

23  
24 **Section 3.6. Personnel Files.**

25 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the  
26 District administration office. Each employee shall have the right upon request, after making an  
27 appointment for that purpose with the personnel administrator, to review the contents of his/her official  
28 personnel file. The review shall be made in the presence of the administrator responsible for safekeeping  
29 these files. During the review employees shall be allowed to copy any material therein at the District's  
30 expense and shall be permitted to make a written inventory of materials there, and, on request, have such  
31 inventory signed and dated by a representative of the administration.

32  
33 **Section 3.6.1.**

34 Each employee shall be provided a copy of all materials placed in his or her personnel file within  
35 five (5) working days of its insertion. Derogatory material contained in the file shall be removed  
36 no later than three (3) years after placement in the file, other than evaluation documents, at the  
37 employees' request provided there is no additional evidence of a repetition of conduct of the type  
38 referenced in the materials making derogatory reference to the employee. An employee may  
39 attach comments to any material that is a part of the personnel file. Material in supervisory files  
40 shall be removed no later than three years (3) after placement in the file at the employee's request.

41  
42 **Section 3.7.**

43 Maintenance/Custodial/Transportation/Secretarial and Food Service employees shall be allowed to attend  
44 up to four (4) chapter meetings per year during their work shift, provided prior arrangements satisfactory  
45 to the District are made with the employee's administrative supervisor, for the time to be made up and/or  
46 the shift to be completed during the same work week the meeting is held.

1 **Section 3.8.**

2 Supervisors shall share with the employees they supervise any negative feedback and/or complaints  
3 received within a reasonable time of receiving or formulating same, whether in an evaluation  
4 document or informally. Supervisors shall express to relevant certificated staff an expectation that  
5 timely and appropriate feedback be provided regarding Paraeducators working under their direction.  
6 Each employee shall be provided an annual evaluation in writing by the end of the employee's work  
7 year (August 31st for twelve month employees). There will be a meeting between the employee and  
8 supervisor to review the evaluation. Employees may, within a thirty (30) day period of time after the  
9 meeting, submit a written response to their evaluation, which will be filed with the District evaluation  
10 to which it responds. The supervisor shall read and sign the employee's response.

11  
12 **Section 3.9.**

13 In accordance with RCW 28A.210.330(2), the District shall provide training for any employee providing  
14 care for any student with diabetes, and no employee shall be coerced into filing a written consent to serve  
15 as a "parent-designated adult" within the meaning of this statute.

16  
17 **Section 3.10.**

18 In accordance with RCW 28A.210.280, employees assigned the duty of providing clean, intermittent  
19 bladder catheterization as a specific part of their job description shall receive training in the activity and  
20 shall have agreed in writing to provide the service. If the job posting and description that the employee  
21 was hired under does not include providing catheterization services, they shall have the right of refusal.

22  
23 **Section 3.11.**

24 The District shall comply with RCW 28A.210.275.  
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28 **ARTICLE IV**

29  
30 **RIGHTS OF THE ASSOCIATION**

31  
32 **Section 4.1.**

33 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
34 present its views to the District on matters of concern, either orally or in writing; to consult or to be  
35 consulted with respect to the formulation, development, and implementation of industrial relations matters  
36 and practices which are within the authority of the District; and to enter collective negotiations with the  
37 object of reaching an agreement applicable to all employees within the bargaining unit.

38  
39 **Section 4.2.**

40 The District shall notify the Association of any disciplinary actions of any employee in the unit in  
41 accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The  
42 Association is entitled to have an observer at hearings conducted by the District arising out of a grievance  
43 and to make known the Association's views concerning the case.

44  
45 **Section 4.3.**

46 The District, as part of the general orientation of each new employee within the unit subject to this  
47 Agreement, shall describe the employee's obligations under the maintenance of membership article of this  
48 Agreement (Article XIV).  
49

1 **Section 4.4.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate  
3 officials of the Public School Employees of Washington State Organization.  
4

5 **Section 4.5.**

6 The President of the Association and designated representatives will be provided time off without pay to a  
7 maximum of ten (10) days per year to attend regional or State meetings when the purpose of those  
8 meetings is in the best interests of the District as determined by the District administration.  
9

10 **Section 4.6.**

11 Representatives of the Association, upon making their presence known to the District shall have access to  
12 the District premises during business hours, provided, that no conferences or meetings between employees  
13 and Association representatives will in any way hamper or obstruct the normal flow of work.  
14

15 **Section 4.7. Bulletin Boards.**

16 The District shall provide a bulletin board space in each school for the use of the Association. The  
17 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin  
18 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may  
19 not be posted. There shall be no other distribution or posting by employees or the Association of  
20 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than  
21 herein provided.  
22

23 **Section 4.7.1.**

24 The responsibility for the prompt removal of notices from the bulletin boards after they have  
25 served their purpose shall rest with the individual who posted such notices.  
26

27 **Section 4.8. New Employee Reporting.**

28 The District will notify the Chapter President electronically of all new hires within five (5) workdays  
29 of the hire date. Information provided will include: name, position, location, home address, current rate  
30 of pay and hire date. The District will supply an electronic file listing all bargaining unit employees  
31 with the above-listed information to PSE of Washington upon request, provided that such lists are not  
32 requested more than four (4) times each calendar year.  
33

34 **Section 4.8.1.**

35 The District will agree to notify the Chapter President of personnel updates. The Chapter  
36 president will forward information to the PSE State Membership Office.  
37

38 **Section 4.8.2. Personnel Changes.**

39 Personnel changes will be reported to the Chapter President to include previous experience,  
40 salary placement, and number of weekly hours.  
41

42 **Section 4.9. New Employee Orientation.**

43 An integral part of each employee's tenure with the employer is an understanding of this  
44 agreement and the role of the association in the employment setting. Within five (5) days of hire  
45 a new employee will be scheduled to meet with a designated representative from the Union for  
46 fifteen (15) minutes. Such meeting shall not result in the loss of pay for either individual. The  
47 purpose of this meeting will be to welcome the new employee to the District and to the Union.  
48 The Association will provide the District with copies of documents supplied to the new employee  
49 at this meeting.

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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are benefits, hours, wages, grievance procedures and working conditions, and any changes to these, affecting employees in the bargaining unit subject to this Agreement.

**Section 5.2.**

The District will meet with the Association a minimum of sixty (60) days before any binding decision is made, regarding contracting of transportation, which would impact the Union Gap transportation employees.

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1.**

The Association will designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

**Section 6.2.**

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

**Section 6.3.**

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.

**Section 6.4.**

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

**Section 6.5.**

Release time for members requested by the Public School Employees of Washington State Organization may be granted to the employee. All costs associated with the employee's absence will



1 be reimbursed by PSE of Washington. Request for release time will be handled through the  
2 Superintendent.

## 6 ARTICLE VII

### 8 HOURS OF WORK AND OVERTIME

#### 10 **Section 7.1.**

11 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
12 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to  
13 a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

#### 15 **Section 7.2.**

16 Each employee shall be assigned to a definite and regular shift and work week, which shall not be  
17 changed without prior notice to the employee of two (2) calendar weeks; provided however, this notice  
18 may be waived by the employee, and the employer may change the existing work week in case of  
19 emergency without prior notice. It is agreed and understood that routine absence, which may be covered  
20 by substitute employees, shall not constitute an emergency for the purposes of this section.

#### 22 **Section 7.3.**

23 The following meal and rest periods shall be applicable to the bargaining unit. Meal and rest periods shall  
24 occur as near the mid-point of the work period as practicable. Lunch or rest periods cannot be combined,  
25 nor may they be waived in order to leave work early.

##### 27 **Section 7.3.1.**

28 Each employee working more than five (5) consecutive hours shall be provided a thirty (30)  
29 minute duty free lunch with no compensation as near the middle of the work day as practicable.

##### 31 **Section 7.3.2.**

32 Each employee working six (6) or more hours, but less than eight (8), shall be provided two 15-  
33 minute rest periods.

##### 35 **Section 7.3.3.**

36 Each employee working eight (8) hours per work day shall receive a forty (40) minute duty free  
37 lunch with no compensation and two 10-minute rest periods.

##### 39 **Section 7.3.4.**

40 In the event that an employee is assigned to a shift less than six (6) hours, the employee shall be  
41 given one 15-minute rest period provided the employee is scheduled to work at least four (4)  
42 hours.

#### 44 **Section 7.4.**

45 Employees required to work through their regular lunch periods will be given time to eat at a time agreed  
46 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch  
47 period and the employee works the entire shift, including the lunch period, the employee shall be  
48 compensated for the foregone lunch period at overtime rates.

1 **Section 7.5.**

2 Employees who work in excess of five (5) days for the normal full schedule of hours and responsibilities  
3 of a regular employee working in a higher job classification shall receive the rate pay of the higher paying  
4 job classification. This rate of pay shall be retroactive to the first day of work.  
5

6 **Section 7.6.**

7 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the  
8 District will make every effort to notify each employee to refrain from coming to work. Employees  
9 reporting to work shall receive a minimum of two (2) hour's pay at base rate in the event of such a closure;  
10 provided, however, no employee shall be entitled to any such compensation in the event of actual  
11 notification by the District of the closure prior to leaving home for work.  
12

13 **Section 7.7.**

14 Recognizing that personnel in the Transportation classification present special shift problems, the parties  
15 agree that shifts shall be established in that classification in relation to routes and driving times requisite to  
16 fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in the  
17 Transportation classification shall be entitled to the benefits of Section 7.3 to the same degree as any other  
18 employee; and provided further that all bus drivers shall receive pay for the purpose of bus cleanup and  
19 bus warmup in addition to actual hours of driving time. If there are thirty (30) minutes or less between  
20 assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of one  
21 (1) hour's pay for each duty call. A duty call is defined as any work other than the normal work shift and  
22 work day, noncontiguous with the normal work shift or work day.  
23

24 **Section 7.8.**

25 All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and  
26 one-half (1.5) times the employee's base pay.  
27

28 **Section 7.9.**

29 Employees called back on a regular work day, or called on the sixth (6th) or seventh (7th) consecutive  
30 work day, shall receive no less than one (1) hour's pay at the appropriate rate.  
31

32 **Section 7.10.**

33 On early release parent conference days, and the last day of school, Paraeducators wishing to work  
34 their regularly scheduled hours may do so, provided they identify and obtain approval for appropriate  
35 job-related work to perform in the absence of students. Supervisor approval shall not be unreasonably  
36 withheld. On all other early release days employees will be paid only for actual hours worked.  
37

38 **Section 7.11.**

39 Non Association licensed bus drivers may be hired to drive a bus if there are no Association drivers  
40 available.  
41

42 **Section 7.12. Field Trip Drivers.**

43 Major Field Trip bus assignments will be assigned to bus drivers, on a seniority basis, for the academic  
44 year. The most senior member will select the trip of his/her choice first, followed by the next senior  
45 driver, etc. Drivers may decline a trip but will be placed back in the rotation for continued trip selection.  
46 This process allows all the drivers the opportunity for overtime driving assignments.  
47

1 **Section 7.13. Driver Pay for Overnight Trips.**

2 Except as provided in section 7.8 (overtime), drivers shall be paid their regular wage starting with  
3 required pretrip assignment prior to the trip. The driver’s shift ends when the students are dropped off  
4 at their destination and the driver has no further responsibilities for the evening, the bus is parked and  
5 secure and accommodations are open and available.  
6

7 **Section 7.14. Flex time.**

8 Employees who work hours in excess of their normally scheduled day not exceeding forty (40) hours  
9 in a work week, may request to receive flex time in lieu of payment as long as the flex time is taken in  
10 the same week the additional hours are worked. Flex time shall be computed at the rate of one (1)  
11 hour’s flex time for each one (1) hour worked. All excess time must be pre-approved by the  
12 immediate supervisor except in emergency situations where the supervisor cannot be reached. All flex  
13 time must be pre-approved by the immediate supervisor. No employee shall be compelled to take  
14 flex time in lieu of compensation.  
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18 **ARTICLE VIII**

19 **HOLIDAYS AND VACATIONS**  
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22 **Section 8.1. Holidays.**

23 All employees shall receive the following paid holidays that fall within their work year:  
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- |    |                     |  |
|----|---------------------|--|
| 25 | 1. New Year's Day   | 7. Thanksgiving Day                                      |
| 26 | 2. Presidents' Day  | 8. Native American Heritage Day (Day after Thanksgiving) |
| 27 | 3. Memorial Day     | 9. Day preceding or following Christmas                  |
| 28 | 4. Independence Day | 10. Christmas Day  |
| 29 | 5. Labor Day        | 11. Martin Luther King                                   |
| 30 | 6. Veterans' Day    |  |

31  
32 **Section 8.1.1. Unworked Holidays.**

33 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at  
34 the time the holiday occurs. Employees who are on the active payroll on the holiday and have  
35 worked either their last scheduled shift preceding the holiday or their first scheduled shift  
36 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such  
37 unworked holiday. An exception to this requirement will occur if employees can furnish proof  
38 satisfactory to the District that because of illness they were unable to work on either of such shifts,  
39 and the absence previous to such holiday, by reason of such illness, has not been longer than thirty  
40 (30) regular workdays.  
41

42 **Section 8.1.2. Worked Holidays.**

43 Employees who are required to work on the above described holidays shall receive the pay due  
44 them for the holiday, plus one and one-half (1.5) times their base rate for all hours worked on such  
45 holidays.  
46

47 **Section 8.1.3. Holidays During Vacation.**

48 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take  
49 one extra day of vacation with pay in lieu of the holiday as such.

1  
2 **Section 8.1.4.**

3 If a paid holiday falls on the weekend, the District shall designate an agreed upon weekday as the  
4 paid holiday.  
5

6 **Section 8.2. Vacations.**  
7

8 **Section 8.2.1.**

9 Upon completion of the first year of service with the District, each full-time employee shall be  
10 granted one (1) day of paid vacation for each month worked the first year and for each subsequent  
11 month worked.  
12

13 **Section 8.2.2.**

14 Upon completion of the tenth year of service with the District, each full-time employee shall be  
15 granted one point five (1.5) days paid vacation for each month worked after the tenth (10th) year.  
16

17 **Section 8.2.3.**

18 Upon completion of the fifteenth year of service with the District, each full-time employee shall be  
19 granted one point seventy-five (1.75) days paid vacation for each month worked.  
20

21 **Section 8.2.4.**

22 All employees working less than eight (8) hours per day shall receive the same benefits as the full-  
23 time employees except that vacation shall be prorated to an eight (8) hour day.  
24

25 **Section 8.2.5.**

26 It is agreed that for purposes of vacation accrual, such accrual shall take place on the employee's  
27 anniversary date of employment with Union Gap School District.  
28

29 **Section 8.2.6.**

30 Employees whose work year is less than twelve (12) months shall receive a prorated share of the  
31 above vacation schedule. All less than twelve (12) month employees shall receive vacation pay in  
32 lieu of actual vacation time off from work.  
33

34 **Section 8.2.7.**

35 Unused employee vacation time for twelve (12) month employees may accumulate to a maximum  
36 of thirty (30) days.  
37

38 **Section 8.2.8.**

39 Vacations for eligible employees shall be scheduled in conformity with section 10.6.1 (seniority)  
40 and consistent with the reasonable needs of the District. No vacations shall be approved during  
41 the week teachers return to school at the end of summer or during the first week of student  
42 attendance.  
43

44 **Section 8.2.9.**

45 Upon separation from the District, all earned but not used vacation time shall be cashed out at the  
46 employees' regular rate of pay.  
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## ARTICLE IX

### LEAVES

#### **Section 9.1. Leave For Illness, Injury And Emergency.**

##### **Section 9.1.1.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per school year. Sick leave accumulation shall be limited to the number of contracted work days in the employee's work year. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with his normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

##### **Section 9.1.2.**

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

##### **Section 9.1.3.**

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

##### **Section 9.1.4. Sick Leave Buy Back.**

A "Sick Leave Buy Back" program shall be established and maintained by the District in accordance with the provisions of current statutes enacted by the legislature governing such programs. Initially, the program shall provide that in January following any year in which an employee shall accumulate sixty (60) days of sick leave, that employee may surrender for compensation those sick leave days exceeding sixty (60) which were earned and not used in that year. The compensation rate shall be at the rate of one (1) day's compensation for each four (4) days so surrendered. The rate of compensation shall be that currently earned by the employee. Upon retirement, the employee shall be entitled to compensation at the rate of one (1) day's pay for each four (4) days accumulated up to one hundred eighty (180) days. In case of death, the estate of the employee shall receive the equivalent of one (1) day's pay for each four (4) days of accumulation. Additionally, in accordance with state law, upon separation from District employment, an employee who is at least fifty-five years of age and has at least ten years of service under SERS 3 or at least fifteen years of service under SERS 2 may cash out his or her entire accumulation of sick leave days on the same one for four basis provided for above. The program shall be altered as necessary to conform to any appropriate legislative enactments.

1 **Section 9.2. Family Illness Leave.**

2 Leave may be granted for illness in the employee's immediate family. Immediate family shall be  
3 understood to include spouse, state registered domestic partner, children, brother, sister and parents or  
4 other dependents. Such leaves shall be deducted from accumulated sick leave. In the event of the birth of  
5 a child of the employee's spouse, sick leave will be allowed.

6  
7 **Section 9.2.1. Bereavement Leave.**

8 Up to five (5) days with pay shall be authorized by the District in the event of the death of any  
9 member of the immediate family. Immediate family includes mother, father, step mother, step  
10 father, spouse, state registered domestic partner, son, daughter, step son, step daughter, brother,  
11 sister, mother- or father-in-law, former guardian, grandchild, grandparent, or any relative living in  
12 the same household. Such leave shall be noncumulative. Such leave may be extended with the  
13 permission of the Superintendent.

14  
15 **Section 9.2.1.1.**

16 Up to one (1) day with pay will be authorized by the District in the event of the death of  
17 any close personal friend for attendance at funeral or memorial services.

18  
19 **Section 9.3. Personal Leave.**

20 The District agrees to provide each employee two (2) days of personal leave per year with pay. An  
21 additional personal leave day will be provided to those employees who have worked in the District for ten  
22 (10) or more years. Personal leave is neither sick leave nor bereavement leave.

23  
24 No more than one (1) day of personal leave is to be taken in conjunction with a holiday or school break.  
25 An advance notice of ten (10) days shall be required for such leave.

26  
27 Except in emergency situations, the employee's supervisor shall be advised of the intention to take leave  
28 at least two (2) days in advance. No more than two (2) employees shall be allowed such leave on any  
29 day; leave will be granted on a "first come" basis in case of multiple notices. Employees who have  
30 worked in the District for less than ten (10) years: One (1) unused day may be rolled over to the next year  
31 for a total accumulation of three (3) days. Up to three (3) days may be cashed out at the employee's  
32 regular rate of pay as reflected on Schedule A per hour. No employee may take more than two (2)  
33 personal leave days consecutively, or three (3) days maximum, in a school year.

34  
35 Employees who have worked in the District for more than ten (10) years: One unused day may be rolled  
36 over to the next year for a total accumulation of four (4) days. Up to four (4) days may be cashed out at  
37 the employee's probationary rate as reflected on Schedule A per hour. No employee may take more than  
38 three (3) personal leave days consecutively, or four (4) days maximum, in a school year.

39  
40 Black-Out Date for Personal Leave requests: During the last thirty (30) calendar days of the academic  
41 school year, no personal leave requests will be honored during the blackout period. An appeal concerning  
42 the black-out date period may be submitted to the Superintendent.

43  
44 **Section 9.4. Maternity Leave.**

45 Use of sick leave for temporary disabilities related to the childbirth process shall conform to Washington  
46 Administrative Code 162-30-020. In the event sick leave has been exhausted, the employee shall be  
47 granted a leave of absence under "Leave Of Absence, Section 9.5" contained herein.

1 Sick leave shall be granted for the time required for any temporary disability related to the childbirth  
2 process. The District shall be provided with an opinion as to the length of leave necessary to recover by  
3 the employee's personal physician.

4  
5 An employee requesting sick leave for childbirth disabilities should normally give written notice to the  
6 District at least thirty (30) days prior to commencement of said leave. The written request for sick leave  
7 should include a statement as to the expected date of return to employment, and within thirty (30) days  
8 after the birth situation shall inform the employer of the specific day when she will return to work.

9  
10 **Section 9.5. Paternity Leave.**

11 A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the  
12 birth/adoption of his child, such leave shall be deducted from the employee's sick leave bank.

13  
14 **Section 9.6. Leave Of Absence.**

15  
16 **Section 9.6.1.**

17 Upon recommendation of the immediate supervisor through administrative channels to the  
18 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave  
19 of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due  
20 to extended illness, one (1) additional year may be granted.

21  
22 **Section 9.6.2.**

23 The returning employee will be assigned to the position occupied before the leave of absence.  
24 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
25 period of time, during which they shall be subject to all provisions of this Agreement. It shall be  
26 the responsibility of the employer to inform replacement employees of these provisions.

27  
28 **Section 9.6.3.**

29 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on  
30 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the  
31 employee is on leave of absence; provided, however, that if such leave is approved for extended  
32 illness or injury, seniority shall accrue.

33  
34 **Section 9.6.4. Leave Without Pay.**

35 It is the expectation of the District that all employees will work their established work days within  
36 the work calendar unless they are absent on an approved leave. Leave without pay that is not  
37 otherwise approved under another section of the CBA requires approval of both the employee's  
38 supervisor and the Superintendent prior to the employee's absence. Except in extraordinary  
39 circumstances, all personal leave must have been used before a request for leave without pay will  
40 be granted. Requests for leave without pay will be reviewed on a case-by-case basis.

41  
42  
43 **Section 9.7. FMLA Leave.**

44  
45 **Section 9.7.1.**

46 Employees are entitled to the benefits provided in the Family and Medical Leave Act of 1993,  
47 Public Law 103-3, February 5, 1993. For the employee, the sections below are pertinent parts of  
48 the Act and in all cases the actual Act will take precedence over the sections listed below.

1 **Section 9.7.2.**

2 An employee, whether male or female, is entitled to twelve (12) workweeks of FMLA leave  
3 during any twelve (12) month period. An employee is anyone who was employed by an employer  
4 on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 52  
5 weeks, excluding authorized leave or periods of time in which persons do not report to work but  
6 have a continuing employment relationship and do not collect unemployment benefits.

7  
8 **Section 9.7.3.**

9 The FMLA leave may be taken: (a) because of the birth of a child and to care for a newborn child,  
10 (b) because of the placement of a child with the employee for adoption or foster care, or (c) to care  
11 for a child or a spouse or parent who has a serious health condition, or (d) because of the  
12 employee's own serious health condition. If both parents of the child are employed by the District,  
13 they together are entitled to a total of twelve (12) weeks of leave, and leave may be granted to only  
14 one parent at a time.

15  
16 **Section 9.7.4.**

17 FMLA Leave taken to care for a newborn or newly-adopted child must be completed within  
18 twelve (12) months after the birth or adoption. FMLA leave taken to care for a terminally ill child  
19 may be taken only once for any given child. The District may require confirmation by a health  
20 care provider of the employee's need for FMLA leave.

21  
22 **Section 9.7.5.**

23 "Child" is defined as a biological, adopted, or foster child, a step-child, a legal ward who is under  
24 18 years of age or incapable of self-care due to mental or physical disability. A "serious health  
25 condition" is one caused by injury, illness, impairment, or physical or mental condition that  
26 involves (a) inpatient care, or (b) continuing treatment by health care provider.

27  
28 **Section 9.7.6.**

29 The FMLA leave shall be without pay after the employee has used his/her total accumulation of  
30 paid leave for any absence eligible for FMLA leave. Health benefits provided under any group  
31 health plan will be continued for the duration of the leave at the level and under conditions  
32 coverage would have been provided if the employee had been working during the leave.  
33 However, if the employee fails to return from leave, the employee must reimburse Union Gap  
34 School District for all premiums paid during the leave.

35  
36 **Section 9.7.7.**

37 The FMLA leave is in addition to any leave for sickness or temporary disability because of  
38 pregnancy or childbirth.

39  
40 **Section 9.7.8.**

41 An employee who plans to take FMLA leave must provide the District with the written notice at  
42 least thirty (30) days in advance, unless the need for FMLA leave is not foreseeable, in which case  
43 the employee must notify the District of the expected leave within one (1) working day of the  
44 beginning of the leave.

45  
46 **Section 9.7.9.**

47 Upon returning from FMLA leave, the employee is entitled to be returned to the same position  
48 he/she previously held or to an equivalent position with equivalent employment benefits, pay and  
49 other terms and conditions of employment.



1 **Section 9.8. Military Leave.**

2 The District shall remain in compliance with USERRA regulations and District policies.

3  
4 **Section 9.9. Leave Sharing.**

- 5 A. Employees are granted the right to donate sick leave to come to the aid of another employee
- 6 who is suffering from an extraordinary or severe illness, injury, impairment, or physical or
- 7 mental condition which has caused or is likely to cause the employee to take leave without pay
- 8 or terminate his/her employment. The District’s leave sharing program shall be in accordance
- 9 with state law.
- 10 B. An employee who has an accrued sick leave balance of more than twenty-two (22) days (or a
- 11 vacation/annual leave balance of more than ten (10) days) is allowed to transfer days to another
- 12 employee as specified in A. above.
- 13 C. Employees cannot donate sick leave days that would result in his/her sick leave account going
- 14 below twenty-two (22) days (ten (10) days in the case of vacation).
- 15 D. Sick Leave defined by this agreement includes leave accrued pursuant to the RCW's with
- 16 compensation for illness, injury and emergencies.
- 17 E. While an employee is on leave transferred under this section, he/she shall be classified as an
- 18 employee and receive the same treatment in respect to salary, wages and employee benefits as
- 19 the employee would normally receive if using accrued annual leave or sick leave.
- 20 F. Said leave shall be donated and received on a day for day basis.

21  
22 **Section 9.10. Judicial Leave.**

23 Leaves with pay shall be granted when an employee is subpoenaed as a non-party to appear in a court  
24 of law or is named as a co-defendant with the District, or when summoned for jury duty. In the event  
25 the employee is released from duty before the end of their regularly scheduled shift, the employee shall  
26 contact his or her supervisor to determine whether a return to work will be required. Any jury duty or  
27 witness fee compensation, less mileage and meals, for service performed on contract days, shall be  
28 reimbursed to the District. When an employee is subpoenaed as a witness, the employee shall promptly  
29 inform his or her supervisor and cooperate reasonably with District efforts to minimize the impact of  
30 the subpoena on District operations.

31  
32  
33  
34 **ARTICLE X**

35  
36 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

37  
38 **Section 10.1.**

39 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
40 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost  
41 as hereinafter provided. In the event of two or more employees being hired on the same date in the  
42 same General Job Classification, the seniority order shall be established by drawing lots. The District  
43 shall be responsible for recording and maintaining a record of the seniority determination.

44  
45 **Section 10.2.**

46 Each new hire shall remain in a probationary status for a period of not more than six (6) months following  
47 the hire date. During this probationary period the District may discharge such employee at its discretion.

1 **Section 10.3.**

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

4  
5 **Section 10.4.**

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

- 7  
8 A. Resignation;  
9 B. Discharge for justifiable cause;  
10 C. Retirement; or  
11 D. Change in job classification within the bargaining unit, as hereinafter provided.

12  
13 **Section 10.5.**

14 Seniority rights shall not be lost for the following reasons, without limitation:

- 15  
16 A. Time lost by reason of industrial accident, industrial illness or judicial leave;  
17  
18 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
19 United States;  
20  
21 C. Time spent on other authorized leaves; or  
22  
23 D. Time spent on layoff status as hereinafter provided.

24  
25 **Section 10.6.**

26 Seniority rights shall only be effective within the general job classification. General job classifications are  
27 those set forth in Article I, Section 1.4.

28  
29 **Section 10.6.1.**

30 For purposes of vacation selection, for employees eligible to take vacation during the work year,  
31 the employee with the greatest seniority shall have the first choice of vacation.

32  
33 **Section 10.6.2.**

34 In the event of a layoff, the employee within the affected job classification, with the least seniority,  
35 shall be the first employee to be laid off, provided the remaining employees are qualified to  
36 perform the work. Job classifications are set forth in Article I, Section 1.4. The procedures for  
37 layoff are set forth in Sections 10.9 through 10.12.

38  
39 **Section 10.6.3.**

40 For purposes of overtime work, the employee with the greatest seniority shall be given the first  
41 opportunity to perform the work. If no employee accepts the overtime work, the District shall  
42 assign the overtime work based on reverse seniority order.

43  
44 **Section 10.6.4.**

45 For the Bus Driver/Custodian/Maintenance category only, the least senior employee shall be the  
46 first employee assigned hours of work after 9:30 p.m., provided this subsection does not apply to  
47 overtime hours of work.  
48

1 **Section 10.7.**

2 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
3 positions as soon as possible after the District is apprised of the opening. A copy of the job posting, a  
4 detailed job description, shall be forwarded to the President of the Association and to the Association  
5 representative of the classification concerned. The District will consider all applicants for an open  
6 position within the bargaining unit. Should two or more applicants for an open position be equally  
7 qualified, the employee with the greatest seniority shall be given preference for the position. If the District  
8 determines that seniority should not govern because a junior employee possesses greater ability or has a  
9 better job performance record, the senior employee shall be notified of the reasons why the senior  
10 employee was bypassed. The District reserves the right to make lateral transfers in the Paraprofessional  
11 classification without regard to seniority, so long as the transfer does not adversely affect the  
12 Paraprofessionals wages or normal hours of work. Temporary employees are excluded from Section 10.7.

13  
14 **Section 10.8.**

15 Employees who change job classifications within the bargaining unit shall, for the purpose of layoff only,  
16 retain their seniority dates in the previous classifications for a period of one (1) year, notwithstanding that  
17 they have acquired a new seniority date and a new classification.

18  
19 **Section 10.9.**

20 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
21 District according to layoff ranking. Such employees are to have priority over outside applicants in filling  
22 an opening in the classification held immediately prior to layoff. Names shall remain on the  
23 reemployment list for two (2) years.

24  
25 **Section 10.10.**

26 Employees on layoff status shall file their addresses in writing with the personnel office of the District and  
27 shall thereafter promptly advise the District in writing of any change of address.

28  
29 **Section 10.11.**

30 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not  
31 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of  
32 reemployment within fifteen (15) days.

33  
34 **Section 10.12.**

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

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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before the other employees or the public.

Disciplinary action shall follow a progressive discipline model, with progressive discipline to include the following: (1) Verbal warning; (2) Written reprimand; (3) Suspension; and (4) Termination. Any disciplinary action taken shall be appropriate to the behavior which precipitates such action. Some misconduct of a serious nature may justify the omission of one or more steps.

**Section 11.2. Notification Of Layoff.**

Should the District decide to lay off any non-annual employee, the District shall give the employee two (2) weeks prior notice of the layoff. Should the District decide to lay off such employee for the following school year, the employee shall be notified in writing prior to July 31<sup>st</sup>.

**Section 11.2.1.**

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1.**

The District shall fund the state allocated amount per month per FTE for medical, dental and vision insurance. An FTE shall be defined as an employee working 1,440 hours or more per year.

Both parties agree to the pool concept for insurance by the following formula: Total FTE count times the state allocated amount per month times 12 months equals total pool.

An employee's entitlement to the excess pool funds shall be in proportion of hours worked to 1,440 hours per year.

The District shall fully fund the Health Care Authority (HCA) mandated retiree premiums for each FTE. Funding shall not be derived from the employee pool.

Employees wishing insurance coverage must select coverage desired and sign up during the open enrollment period each year. The PSE President will be notified the month prior to any change in the pool.

In a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940), all employees eligible for and selecting medical insurance shall pay a minimum monthly charge of at least one percent (1%) of

1 the coverage premium for the insurance plan selected by the employee. Such minimum charge shall be  
2 paid regardless of the impact of pooling. The parties shall abide by state laws relating to school district  
3 employee benefits.

4  
5 The District shall contribute ten thousand (\$10,000) per year to a supplemental insurance pool, which  
6 shall be available to help defray the out-of-pocket insurance premium costs of employees who are  
7 providing coverage for dependents.

8  
9 **Section 12.2.**

10 The District shall provide tort liability coverage for all employees subject to this Agreement as required in  
11 RCW 28A.400.370.

12  
13 **Section 12.3.**

14 The District shall make required contributions for State Industrial Insurance on behalf of all employees  
15 subject to this Agreement.

16  
17 **Section 12.4.**

18 The District shall make contributions to the Washington State Unemployment Compensation Fund  
19 requisite to providing unemployment benefits for all employees subject to this Agreement.

20  
21 **Section 12.5.**

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

25  
26 **Section 12.6.**

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

30  
31  
32  
33 **ARTICLE XIII**

34  
35 **TRAINING AND IN-SERVICE**

36  
37 **Section 13.1.**

38 Employees attending training courses required by the District or the State as a condition of employment  
39 shall be compensated for all time in attendance plus approved expenses. This does not apply to  
40 Paraprofessionals taking classes for college credit and/or clock hours for the purpose of movement on the  
41 salary schedule.

42  
43 Occasionally, the School District will offer courses for Paraprofessionals during the workday for which  
44 the employee can gain clock hours and/or college credit. The Paraprofessional, with prior approval of the  
45 Principal, may choose to gain additional clock hours and/or college credit on their own time and at their  
46 own expense to advance on the salary schedule.

47  
48 For the purpose of movement on the salary schedule, all credits and/or clock hours must be earned prior to  
49 September 1<sup>st</sup> of each year, and submitted to the District Office by September 30<sup>th</sup> of each year.

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**Section 13.2.**

The District shall provide up to a total sum of two thousand dollars (\$2,000) per year for District approved staff development.

**Section 13.3.**

Given the expense for individual to obtain a CDL and additional school bus driving training costs, and medical certification, the district has developed a policy whereby individuals may agree to accept a training dollar loan which shall be forgiven 100% should the employee continue to work for the District for no less than two (2) years. Should an employee separate from the district prior to completing two years of service, the employee shall be responsible to repay the district in accordance with the Agreement to Repay Costs of Training. The Agreement to Repay Costs of Training shall not be changed without bargaining with the Association.

**ARTICLE XIV**

**CHECKOFF**

**Section 14.1. Association Dues: (Reference RCW 41.56.110).**

The Association, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form), an amount equal to the fees and local dues required for membership in the Association.

The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

The District shall deduct PSE dues or service charges and/or voluntary political action contributions and assessments 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 on a monthly basis. The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name and dues amount remitted. The District agrees to provide to the President of the Union Gap Chapter the names of all classified employees who are not having dues withheld to the Association on October 1 and March 1 of each year of this Agreement.

**Section 14.2. Representation Fees: (Reference RCW 41.56.122).**

No member of the bargaining unit will be required to join the Association; however, those employees who are not members, but are part of the bargaining unit will be required to pay a representation fee to the Association. The amount of the fee shall be determined by the Association and transmitted to the business office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. (RCW 41.59.080)

**Section 14.3.**

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which

1 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
2 nonreligious charity or other charitable organization mutually agreed upon by the employee and the  
3 Association. The employee shall furnish written proof that such payment has been made. If the employee  
4 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations  
5 Commission pursuant to RCW 41.56.122.

6  
7 **Section 14.4.**

8 The Association agrees to defend and hold the District harmless against any legal action brought against  
9 the District in reference to the Representation fee deduction.

10  
11 **Section 14.5. Local Chapter Dues.**

12 The District shall deduct nine dollars (\$9.00) once per year, in the month of October, from each  
13 employee's paycheck and these funds turned over to the local chapter treasurer for local dues.

14  
15  
16  
17 **ARTICLE XV**  
18  
19 **GRIEVANCE PROCEDURE**  
20

21 **Section 15.1.**

22 A claim by an employee or the Association that there has been a violation, misinterpretation or  
23 misapplication of any provision of this Agreement may be processed as a grievance as hereinafter  
24 provided.

25  
26 **Section 15.2.**

27 In the event that an employee believes there is a basis for a grievance, the employee may first discuss the  
28 alleged grievance with his/her building principal or other appropriate supervisor either personally or  
29 accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance  
30 procedures may be instituted. However, the exhaustion of the informal procedure is not a condition  
31 precedent to invoking the formal grievance procedure.

32  
33 **Section 15.2.1. Step 1.**

34 The grievant may invoke the formal grievance procedure through the Association on the grievance  
35 form which will be available from the Association representative in each building. A copy of the  
36 grievance form shall be delivered to the principal or appropriate supervisor. A grievance must be  
37 filed within twenty (20) working days of the occurrence of which he/she complains or within  
38 twenty (20) working days of the time when the grievant learned or reasonably should have learned  
39 of the occurrence, of which he/she complains, whichever is later.

40  
41 **Section 15.2.2. Step I Reply.**

42 Within ten (10) working days of receipt of the written grievance, the principal or appropriate  
43 supervisor shall meet with the Association in an effort to resolve the grievance. The principal or  
44 appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5)  
45 working days of such meeting, and shall furnish a copy thereof to the Association.

46  
47 **Section 15.2.3. Step II.**

48 If the Association is not satisfied with the disposition of the grievance, or if no disposition has  
49 been made within ten (10) working days of such meeting or fifteen (15) working days from date of

1 filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within  
2 five (5) working days the Superintendent or his/her designee shall meet with the Association on  
3 the grievance and shall indicate his/her disposition of the grievance in writing within five (5)  
4 working days of such meeting, and shall furnish a copy thereof to the Association.  
5

6 **Section 15.2.4. Step III.**

7 In the event the individual bringing the grievance is not satisfied with the results of Step II, or in  
8 the event that no agreeable resolution is reached within ten (10) working days after he/she or the  
9 Association has first met with the Superintendent, he/she may ask the local Association to request  
10 a meeting with the Board of Directors through the Superintendent or through the Chairman of the  
11 Board. The individual may, if he/she wishes, take such action himself/herself, requesting such  
12 counsel or assistance from the Association as he/she may desire.  
13

14 The Board of Directors shall within twenty-five (25) working days of the receipt of the request,  
15 confer with the individual and/or representatives of the local Association to hear the individual's  
16 grievance and attempt to reach a satisfactory solution.  
17

18 **Section 15.2.5. Step IV.**

19 If the Association is not satisfied with the disposition of the grievance by the Board, or if no  
20 disposition has been made within the period above provided, the grievance, only at the option of  
21 the Association, may be submitted before an impartial arbitrator. The Association shall exercise  
22 its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within  
23 twenty (20) calendar days of receipt of the written disposition of the Board. If the parties cannot  
24 agree as to the arbitrator within five (5) calendar days from the notification date that arbitration  
25 will be pursued, the arbitrator shall be selected by the American Arbitration Association or the  
26 Public Employment Relations Commission in accord with their rules, which rules shall likewise  
27 govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator." The  
28 Board and the Association shall not be permitted to assert in such arbitration proceeding any  
29 ground rule, except as provided in "Jurisdiction of the Arbitrator," or to rely on any evidence not  
30 previously disclosed to the other party. The decision of the arbitrator shall be final and binding  
31 upon both parties.  
32

33 **Section 15.3. Arbitration Costs.**

34 Each party shall bear its own costs of arbitration except that the fees and charges of the Arbitrator, if any,  
35 shall be shared equally by the parties.  
36

37 **Section 15.4. Jurisdiction Of The Arbitrator.**

38 The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The  
39 Arbitrator shall consider and decide only the question or issue raised regarding the specific terms and  
40 conditions of this Agreement as cited in the grievance form. The Arbitrator shall not substitute his/her  
41 knowledge for the expressed provisions of the Agreement. Upon request of either party, the merits of a  
42 grievance and the substantive and procedural arbitrability issues arising in connection with the grievance  
43 may be considered by the arbitrator. The Arbitrator shall not have the authority to award punitive  
44 damages.  
45

46 **Section 15.5.**

47 The decision of the Arbitrator may be entered in any court of competent jurisdiction should either party  
48 fail to implement the decision. If a motion to vacate the Arbitrator's decision is entered in a court of  
49 competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the



1 full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other  
2 related expenses incurred as a result of defending such action.

3  
4 **Section 15.6. Time Limits.**

5 The time limits provided in this Article shall be strictly observed unless extended by written agreement of  
6 the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to  
7 process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the  
8 Association to proceed with its grievance within the time hereinbefore provided shall result in the  
9 dismissal of the grievance. Failure of the Board or its representatives to take the required action within the  
10 times provided shall entitle the Association to proceed to the next step on the grievance procedure.

11  
12 **Section 15.7. Grievance And Arbitration Hearings.**

13 All hearings or conferences pursuant to this grievance procedure shall be held at a time and place which  
14 will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all  
15 witnesses.

16  
17 **Section 15.8. Individual Complaints.**

18 If an individual employee has a personal complaint which he/she desires to discuss with the supervisor,  
19 he/she is free to do so without recourse to the grievance procedure. However, no complaint shall be  
20 adjusted without prior notification to the Association and opportunity for an Association representative to  
21 be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this  
22 Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole  
23 responsibility of the Association.

24  
25 **Section 15.9. Continuity Of Grievance.**

26 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be  
27 processed through the grievance procedure as outlined in RCW 41.56.123 and RCW 41.56.100.

28  
29  
30 **ARTICLE XVI**

31  
32 **TRANSFER OF PREVIOUS EXPERIENCE**

33  
34  
35 **Section 16.1.**

36 Any new hire who had just previously been employed by any school district in the State of Washington,  
37 and is hired to perform work similar to that in which previously engaged, shall be given longevity credits  
38 in the District in accordance with State statute.

39  
40 **Section 16.2.**

41 At the discretion of the District, other new hires shall be permitted to transfer prior work experience, when  
42 it can be verified, year for year to the limits of Schedule A.

43  
44 **Section 16.3.**

45 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, in  
46 accordance with current State statute. Seniority is not transferable.

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**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

**Section 17.2.**

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

**Section 17.3.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.3 and Article XVII, Section 17.9. Should the date of execution of this Agreement be subsequent to the effective date, unless otherwise specifically agreed to by both parties in writing, salaries, including overtime, shall be retroactive to the effective date.

**Section 17.4.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible and in any case not later than the second regular payday.

**Section 17.5.**

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

**Section 17.6.**

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

**Section 17.7.**

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the prevailing State rate. Proper authorization by the District will be required.

**Section 17.8.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Employees shall have the option to request a travel advance for any room and board expenditures. Bus Drivers shall not be required to share sleeping quarters with other individuals to ensure ample rest for the safety of the driver and passengers.

**Section 17.9.**

Salary increases shall be applied to Schedule A on September 1<sup>st</sup> of each year as follows:  
For 2017-2018, Probation, Step 1 and Step 2 wage rates shall increase by 1.5% or the State flow through % (COLA), whichever is higher;

1 For 2018-2019, Probation, Step 1 and Step 2 wage rates shall increase by an additional 1.5% or the  
2 State flow through % (COLA), whichever is higher;

3  
4 For 2019-2020, Probation, Step 1 and Step 2 wage rates shall increase by an additional 1.5% or the  
5 State flow through % (COLA), whichever is higher.  
6  
7

## 8 9 **ARTICLE XVIII**

### 10 11 **TERM AND SEPARABILITY OF PROVISIONS**

#### 12 13 **Section 18.1.**

14 The term of this Agreement shall be September 1, 2016 to August 31, 2020.  
15

#### 16 **Section 18.2.**

17 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding  
18 its execution date, except as provided in Section 17.3. and/or in the following section.  
19

#### 20 **Section 18.3.**

21 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
22 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider the  
23 impact of any legislation enacted following execution of this Agreement which may arguably affect the  
24 terms and conditions herein or create authority to alter personnel practices in public employment.  
25

#### 26 **Section 18.4.**

27 If any provision of this Agreement or the application of any such provision is held invalid, the remainder  
28 of this Agreement shall not be affected thereby.  
29

#### 30 **Section 18.5.**

31 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State  
32 or Federal statutes or regulations promulgated pursuant thereto.  
33

#### 34 **Section 18.6.**

35 In the event either of the two (2) previous sections is determined to apply to any provision of this  
36 Agreement, such provision shall be renegotiated pursuant to Section 18.3.  
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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

UNION GAP CHAPTER

UNION GAP SCHOOL DISTRICT #2

BY:                     Signed by                      
                    Kristal Vannattan, Chapter President

BY:                     Signed by                      
                    Kurt H. Hilyard, Superintendent

DATE:                     November 15, 2016                    

DATE:                     November 15, 2016

**SCHEDULE A  
UNION GAP SCHOOL DISTRICT  
SEPTEMBER 1, 2016 - AUGUST 31, 2017**

	Probation (6 mos.)	Step I (Thru 2 yrs.)	Step 2 (3-9 Yrs.)	Longevity 10-14 YRS 0.20	Longevity 15-19 YRS 0.35	Longevity 20-24 YRS 0.50	Longevity 25+ 0.65
PARA-EDUCATORS	14.45	15.17	15.93	16.13	16.28	16.43	16.58
LATCHKEY	13.30	13.97	14.66	14.86	15.01	15.16	15.31
LIBRARY TECH.	14.45	15.17	15.93	16.13	16.28	16.43	16.58
OFFICE ASST.	17.37	18.24	19.15	19.35	19.50	19.65	19.80
OFFICE MANAGER	19.80	20.79	21.83	22.03	22.18	22.33	22.48
SPED/MIGRANT SECRETARY	18.37	19.29	20.25	20.45	20.60	20.75	20.90
ASSISTANT COOK	14.47	15.19	15.95	16.15	16.30	16.45	16.60
HEAD COOK-SUPERVISOR	16.10	16.91	17.75	17.95	18.10	18.25	18.40
CUSTODIAN/BUS DRIVER	18.04	18.94	19.89	20.09	20.24	20.39	20.54
SUPERVISOR-MAINT & OPPERATIONS	20.42	21.44	22.51	22.71	22.86	23.01	23.16

**SUB RATES: (HOURLY)** - Parapro, Kitchen and Custodial subs will be paid at their “probation” hourly rate of pay.

**Longevity Stipend** – The District recognizes the importance of long-term employee commitment to the students of Union Gap School District. Therefore, a longevity stipend will be applied at the beginning of an employee’s 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> year of service in Union Gap School District.

- 10 yrs. - \$0.20/hour above current placement on the salary schedule
- 15 yrs. - \$0.35/hour above current placement on the salary schedule
- 20 yrs. - \$0.50/hour above current placement on the salary schedule
- 25 yrs. - \$0.65/hour above current placement on the salary schedule

- For 2017-2018, increase wages in like manner as above by the higher of 1.5% or the rate of state flow through %.
- For 2018-2019, increase wages in like manner as above by the higher of 1.5% or the rate of state flow through %.
- For 2019-2020, increase wages in like manner as above by the higher of 1.5% or the rate of state flow through %.

**UNION GAP SCHOOL DISTRICT #2**  
Specification for Class of  
**PARAPROFESSIONAL**

Under the direct supervision of an assigned instructor, the teaching Paraprofessional will monitor and/or perform duties to assist in individualized or group instruction as well as confer with the teacher regarding individual student progress.

This entry level position is distinguished from the certificated teaching staff by accreditation requirements and performance of duties not requiring lesson planning, diagnosing, and prescribing or evaluating student progress.

Examples of Typical Tasks:

- ❖ Assist the instructor in classroom and field trip activities such as: preparation, maintenance and assembly of instructional materials; assist in administering tests, recording scores; supervise the movement of students within buildings, or on field trips and school grounds.
- ❖ Assist in supervising and maintaining discipline.
- ❖ Maintain files on individual student's progress as directed.
- ❖ Assist in taking classroom attendance.
- ❖ Support district policy on education and respect the confidentiality of students.
- ❖ Attend approved workshops to enhance abilities to work with students.
- ❖ Meet all timelines for time sheets, travel vouchers and data collection required.
- ❖ Dress in proper taste to be a role model for students.
- ❖ Perform other duties as required by the building administrator.

Minimum Qualifications:

- ❖ Paraprofessional must fulfill one of the four following requirements:
  - a) Complete at least two years of study at an institutional of higher education; or
  - b) Obtain an associate (or higher) degree; or
  - c) Successfully pass the ETS ParaPro Assessment; or
  - d) Meet a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment,
    - i. Knowledge of, and the ability to assist in instruction, reading, writing, and mathematics; or
    - ii. Knowledge of, and the ability to assist in instructing reading readiness, writing readiness and mathematics readiness as appropriate.

## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### OFFICE ASSISTANT

The Office Assistant is directly responsible to the Principal/Assistant Principal.

#### **Daily Tasks**

- ❖ Check in/out visitors and parents
- ❖ Answer phones
- ❖ Assist teachers/parents/students with needs, questions, or concerns
- ❖ Maintain building attendance
- ❖ Manage Assistant Principal schedule/calendar
- ❖ Distribute mail
- ❖ Assign duties/supervise TA's
- ❖ Assist with discipline data entering/filing as requested

#### **As Needed**

- ❖ Nursing duties as needed
- ❖ Filing notes, updated information, etc. in student files
- ❖ Make files for new students, request records, call previous school for attendance/discipline information
- ❖ Copy and distribute letters to go home to students as requested
- ❖ Create and distribute student reminder notices to teachers
- ❖ Update student info in Skyward
- ❖ Collect payments on lunch accounts and uniform purchases

**UNION GAP SCHOOL DISTRICT #2**  
Specification for Class of  
**OFFICE MANAGER**

Under direction of the principal, performs difficult and responsible secretarial and administrative work in the office. This position requires extensive knowledge of the District programs, procedures and standards to facilitate coordination of work within the unit. The Office Manager performs supervisory duties and maintains responsibility for all functions thereof.

**Daily Tasks**

- ❖ Manage Principal's schedule/calendar
- ❖ Manage AESOP – staff attendance program
- ❖ Staff Bulletin – email to all staff; assist ASB officers in delivery over intercom; intercom announcements

**Weekly Tasks**

- ❖ Legends Data System - CEDARS
- ❖ Coordinate reader board information each week

**Monthly Tasks**

- ❖ Perform general maintenance as required on office/school equipment
- ❖ Organize, inventory and order office supplies as needed
- ❖ Maintains time sheets for para subs; collects time sheets for classified employees and forwards the time sheets to principal/payroll each month
- ❖ Updates monthly student count

**Yearly**

- ❖ Coordinate agency services: Project 300/Santa Cop/Student & Staff Pictures, etc.
- ❖ Coordinate bus schedule with transportation coordinator
- ❖ Maintain/update staff directory

**As Needed**

- ❖ Keeps records of all accidents (students and staff)
- ❖ Register new students - enter student data into Citrix and run reports as needed/requested
- ❖ Withdraw students from school upon request of parent or other school
- ❖ Supervise students that are in the office
- ❖ Call for service on office/school equipment as needed
- ❖ Edit and print report cards each quarter for students in third through eighth grade
- ❖ Provide information/assistance to SRO as needed
- ❖ Organizes, maintains and assumes responsibility for files of correspondence, forms and reports
- ❖ Report to Health Department as required
- ❖ Call for building maintenance/cleanup when needed
- ❖ Coordinate building/district calendar including field trips
- ❖ Cover/assist front office staff as needed

Complete other tasks/duties as assigned by the principal



## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### SPECIAL EDUCATION SECRETARY/MIGRANT-HOMELESS LIAISON

Under direction of the principal, Special Education Director and State and Federal Programs Director, this position requires extensive knowledge of the District programs, procedures and standards to facilitate coordination of work within the unit.

#### **Special Education**

- ❖ Request records of special education students
- ❖ Manage special education student files through Skyward and hardcopy
- ❖ Medicaid billing
- ❖ Assist with the translation of special education evaluations as needed
- ❖ Complete all special education reports as required (monthly/yearly)
- ❖ Attend trainings as required
- ❖ Other duties as assigned by Special Education Director

#### **Migrant/Homeless Liaison**

- ❖ Make home visits as needed
- ❖ Attendance of identified students
- ❖ Complete entry interviews
- ❖ PAC meetings (monthly)
- ❖ Coordinate agency services for migrant and homeless families
- ❖ Complete quarterly reports
- ❖ Transport students that are homeless, if necessary
- ❖ Attend trainings as required
- ❖ Other duties as assigned by Principal or State and Federal Programs Director

## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### CUSTODIAN/BUS DRIVER/MAINTENANCE

The custodian/bus driver, a combined position, reports to the Supervisor of Maintenance, Operations and Transportation, and is responsible for such things as:

- ❖ Keeping his/her designated areas clean. May perform work both inside and outside the school building.
- ❖ Identifying needs and making recommendations to the Supervisor of Maintenance and Operations about how to maintain a safer, cleaner, more pleasant school environment.
- ❖ May perform tasks outside on school grounds.
- ❖ Drives buses on regularly scheduled routes and/or field and activity trips.
- ❖ Operates the bus in a safe manner at all times.
- ❖ Maintains a clean bus and monitors passenger behavior.
- ❖ Performs routine safety inspections.

**Examples of typical tasks includes, but are not limited to:**

- ❖ sweeping, scrubbing, mopping, waxing, polishing, cleaning wash basins and toilet bowls, painting, dusting, removing snow and ice, mows lawns, weeding, fertilizes, irrigates and performs other custodial and minor maintenance tasks as needed.
- ❖ Must maintain a current school bus driver endorsement on their driver's license; hold a current CPR/First Aid card; and must attend annual in-service training for the purpose of maintaining their school bus driver status.

## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### SUPERVISOR OF MAINTENANCE AND OPERATIONS AND TRANSPORTATION/BUS DRIVER/CUSTODIAN

The Supervisor of Maintenance and Operations and Transportation/Bus Driver/Custodian reports to the Superintendent.

#### Examples of Typical Tasks:

- ❖ Planning, organizing and controlling all activities associated with maintaining and operating district owned buildings, grounds, equipment and supplies.
- ❖ Supervising and providing an annual written individual evaluation in cooperation with the Superintendent for each member of the maintenance, building, grounds and transportation staff. Both the Supervisor and the Superintendent will sign the evaluation.
- ❖ Make recommendations to the Superintendent to hire additional part-time help; call substitute bus drivers; schedule vacations.
- ❖ Train and schedule custodians and maintenance personnel.
- ❖ Develop long and short-range improvement plans for the maintenance and operation of district owned buildings, grounds, equipment and supplies.
- ❖ Developing a yearly activities report that describes accomplishments, long and short-range plans and recommendations for improvements.
- ❖ Driving bus and performing custodial duties as needed.
- ❖ Perform minor repairs on the electrical, mechanical and structural systems of the buildings.
- ❖ Evaluates performance against performance standards, maintains inventory of maintenance and custodial supplies, and performs routine custodial tasks as needed.
- ❖ Routing, scheduling and dispatching the pupil transportation vehicles.
- ❖ Ensuring that the routes are timely, efficient, safe, and comply with the law.

## UNION GAP SCHOOL DISTRICT #2

Supervisor of Maintenance and Operations/Transportation/Bus Driver/Custodian - (continued)

- ❖ Ensuring that the vehicles are safe, legal and well maintained.
- ❖ Ensuring that the bus drivers have valid driver's licenses and are courteous, safe drivers who possess good health.
- ❖ Attending workshops and preparing the SPI transportation report.
- ❖ Performing minor maintenance and repairs on the fleet.
- ❖ Monitor Maintenance and Operations budget.
- ❖ Informing the Superintendent of needed repair parts, ordering the parts and obtaining bids and specifications.
- ❖ Recommending alternatives to the Board and/or Superintendent.
- ❖ Coordinating activities with the principal.
- ❖ Making routine safety inspections.
- ❖ Evaluating the efficiency of the pupil transportation system.

## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### COOK

The Cook performs skilled quantity cooking duties in the preparation and serving of meals. The Cook is under the general supervision of the Head Cook and may direct food service helpers.

#### Examples of Typical Tasks:

- ❖ Operate cooking and kitchen equipment in the preparation of food material according to standard recipes, menus or verbal instruction.
- ❖ Clean kitchen equipment or supervise this function.
- ❖ Maintain necessary supplies and goods for assigned meals.
- ❖ May assist in meal planning, keep records, and make reports.
- ❖ Performs related duties as required.

#### Minimum Requirements:

- ❖ One year experience as a Food Service Worker or one year of quantity cooking. Vocational or technical training in institutional cooking may substitute for one year of required work experience.

NOTE: Possession of a Food Handler's Permit is required.

## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### HEAD COOK

The Head Cook reports to the Superintendent of Schools and is responsible for administration of the food service program.

#### Examples of Typical Tasks:

- ❖ Plan, organize, direct and administer the District food service program in compliance with federal, state and local government regulations.
- ❖ Plan balanced, nutritious meals.
- ❖ Direct and evaluate the quantity of food production.
- ❖ Develop menus.
- ❖ With delegated authority, interview and recommend selection of applicants, train new employees, assign and schedule work, act upon leave requests, conduct *written* performance evaluations on an annual basis, in cooperation with the Superintendent, for all food service employees, and recommend disciplinary action as needed. Both the Supervisor and Superintendent will sign the evaluation.
- ❖ Establish, define, implement and evaluate sanitation and safety standards for personnel, food preparation, equipment and facilities.
- ❖ Schedules and trains substitutes.
- ❖ Develop and maintain an effective communications and public relations program.
- ❖ Perform related duties as required.

NOTE: Possession of a Food Handler's Permit is required.

## UNION GAP SCHOOL DISTRICT #2

Specification for Class of

### LIBRARY TECHNICIAN

The Library Technician is directly responsible to the school Principal/Assistant Principal.

The Library Technician is responsible for the following duties:

- ❖ Checking in and out of books to students from the library.
- ❖ Returning books to shelves upon return.
- ❖ Ordering new and replacement books for the library, under the direction of the principal.
- ❖ Maintaining an orderly library that attracts students and teachers to the library.
- ❖ Operating the computerized bar code system of checking books in and out.
- ❖ Labeling all new reading materials with bar codes for check out.
- ❖ Explaining how the library operated to classrooms of students as they visit the library.
- ❖ Carrying out other duties as assigned by the principal.