

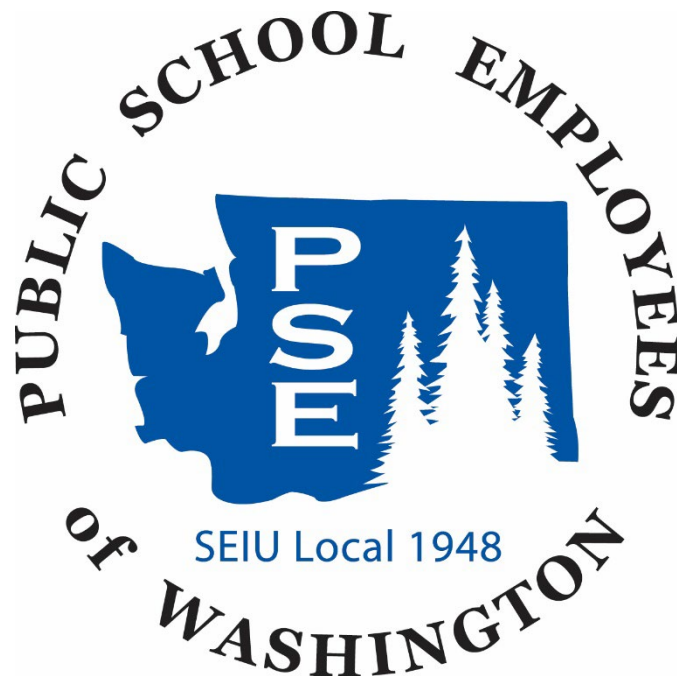
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**UNION GAP SCHOOL DISTRICT**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
UNION GAP SCHOOL DISTRICT**

SEPTEMBER 1, 2023 – AUGUST 31, 2026



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

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## DECLARATION OF PRINCIPLES

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

## PREAMBLE

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/SEIU Local 1948. (hereinafter "Association").

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as 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  
3 informational purposes only. The District will provide notice to the union of any material change in an  
4 employee's job duties, in order to provide the union an opportunity to request bargaining if  
5 appropriate.  
6

7 **Section 1.4.**

8 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
9 the following general job classifications: (including employees who, during the previous twelve  
10 months, have worked more than thirty (30) days) : (1) Paraprofessionals; (2) Secretarial-Clerical; (3)  
11 Custodial, Maintenance, Transportation; and (4) Food Service. Excluded: Secretary to the  
12 Superintendent/Payroll Specialist, Business Manager, Director of Operations, Federal Program  
13 Director, and School Nurse. (See Schedule A attached.) Bargaining unit substitutes shall be paid at the  
14 probationary rate on Schedule A. They shall be covered by Articles III and VI of this Agreement and  
15 no other sections.  
16

17  
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  
25 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
26 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
27 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
28 release employees from duties because of lack of work or for other legitimate reasons. The District  
29 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
30 means, and the personnel by which operations undertaken by the employees in the unit are to be  
31 conducted.  
32

33 **Section 2.2.**

34 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
35 District. In making rules and regulations relating to personnel policies, procedures, and practices, and  
36 matters of working conditions, the District shall give due regard and consideration to the rights of the  
37 Association and the employees and to the obligations imposed by this Agreement.  
38  
39

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  
46 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
47 The freedom of such employees to assist the Association shall be recognized as extending to  
48 participation in the management of the Association, including presentation of the views of the

1 Association to the Board of Directors of the District or any other governmental body, group, or  
2 individual. The District shall take whatever action is required or refrain from such action in order to  
3 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
4 District to encourage or discourage membership in any employee organization.

5  
6 **Section 3.2.**

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

9  
10 **Section 3.3.**

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

14  
15 **Section 3.4.**

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

18  
19 **Section 3.5.**

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

24  
25 **Section 3.6. Personnel Files.**

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

33  
34 **Section 3.6.1.**

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

43  
44 **Section 3.7.**

45 Maintenance/Custodial/Transportation/Secretarial and Food Service employees shall be allowed to  
46 attend up to four (4) chapter meetings per year during their work shift, provided prior arrangements  
47 satisfactory to the District are made with the employee's administrative supervisor, for the time to be  
48 made up and/or 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, whether in an evaluation document or informally. Supervisors shall  
4 express to relevant certificated staff an expectation that timely and appropriate feedback be provided  
5 regarding Paraeducators working under their direction. Each employee shall be provided an annual  
6 evaluation in writing by the end of the employee's work year (August 31st for twelve month  
7 employees) and no less than five (5) workdays prior to the last scheduled workday of the school year  
8 for less than twelve (12) month employees. There will be a meeting between the employee and  
9 supervisor to review the evaluation. Employees may, within a thirty (30) calendar day period of time  
10 after the meeting, submit a written response to their evaluation, which will be filed with the District  
11 evaluation to which it responds. The supervisor shall read and sign the employee's response.  
12

13 **Section 3.9.**

14 In accordance with RCW 28A.210.330(2), the District shall provide training for any employee  
15 providing care for any student with diabetes, and no employee shall be coerced into filing a written  
16 consent to serve as a "parent-designated adult" within the meaning of this statute.  
17

18 **Section 3.10.**

19 In accordance with RCW 28A.210.280, employees assigned the duty of providing clean, intermittent  
20 bladder catheterization as a specific part of their job description shall receive training in the activity  
21 and shall have agreed in writing to provide the service. If the job posting and description that the  
22 employee was hired under does not include providing catheterization services, they shall have the right  
23 of refusal.  
24

25 **Section 3.11.**

26 The District shall comply with RCW 28A.210.275. Administration of Medications by employees not  
27 licensed under Chapter 18.79 RCW.  
28

29 **Section 3.12. Letters of Notice of Reasonable Assurance.**

30 Letters of Notice of Reasonable Assurance (NORA) shall be sent out no later than the last day of the  
31 school year for less than twelve (12)-month employees except in extenuating circumstances (e.g., late  
32 legislative budget adoption).  
33  
34

35 **ARTICLE IV**

36 **RIGHTS OF THE ASSOCIATION**

37  
38  
39 **Section 4.1.**

40 The Association has the right and responsibility to represent the interests of all employees in the unit;  
41 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
42 consulted with respect to the formulation, development, and implementation of industrial relations  
43 matters and practices which are within the authority of the District; and to enter collective negotiations  
44 with the object of reaching an agreement applicable to all employees within the bargaining unit.  
45

46 **Section 4.2.**

47 The Association is entitled to have an observer at hearings conducted by the District arising out of a  
48 grievance and to make known the Association's views concerning the case.

1 **Section 4.3.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to  
3 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
4 Organization.

5  
6 **Section 4.4.**

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

10  
11 **Section 4.5.**

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

16  
17 **Section 4.6. Bulletin Boards.**

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

24  
25 **Section 4.6.1.**

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

28  
29 **Section 4.7. New Employee Reporting.**

30 Within twenty-one (21) business days from a new employee's hire date, the District will provide to  
31 [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Chapter President electronically in Excel (xlsx) the following  
32 information if contained in the District's records: name; cellular, home, and work telephone numbers;  
33 personal and work emails; position; work location; home address or personal mailing address; current  
34 rate of pay and hire date.

35  
36 **Section 4.8. Bargaining Unit Information.**

37 On or before the first business day of October, February, and June of each year during the term of this  
38 Agreement, the District shall provide in excel format (xlsx) the Association  
39 ([membership@pseofwa.org](mailto:membership@pseofwa.org)) and the Chapter President with the most up to date information contained  
40 in the District's records regarding each employee in the bargaining unit. Such information shall include  
41 name, date of hire, cellular, home, work telephone numbers, work and personal email addresses, home  
42 address or personal mailing address, job title, salary or rate of pay, and work location. The Association  
43 will use the information for representation purposes only. The Association may not sell or provide  
44 access to lists of employees or the information provided to the exclusive bargaining representative  
45 pursuant to this section or Section 4.7 for commercial purposes.



1 **Section 4.9. Access to New Employees.**

2 Under Washington law, the employer will not discriminate, restraint, retaliate, coerce, or interfere with  
3 an employee's right to join the Association. The District will provide the Association reasonable  
4 access to new employees of the bargaining unit for the purposes of presenting information about their  
5 exclusive bargaining representative. The presentation may occur during a new employee orientation  
6 provided by the District, or at another time mutually agreed to by the District and Association. No  
7 employee may be mandated to attend the meetings or presentations by the Association. "Reasonable  
8 access" for the purposes of this section means: (a) The access to the new employee occurs within  
9 forty-five (45) calendar days of the employee's start date within the bargaining unit; (b) The access is  
10 for no less than thirty (30) minutes; and (c) The access occurs during the new employee's regular work  
11 hours at the employee's regular worksite, or at a location mutually agreed to by the District and  
12 Association. The District will work with the Association to allow such meeting to occur within the  
13 time frame listed above. If a new employee orientation does not take place, the employer will provide  
14 PSE release time to visit with the new employee at their regular worksite to provide a paid onsite  
15 thirty-minute (30) orientation. PSE will provide each new employee with a new employee packet the  
16 first week of employment.  
17

18  
19 **ARTICLE V**

20  
21 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

22  
23 **Section 5.1.**

24 It is agreed and understood that matters appropriate for consultation and negotiation between the  
25 District and the Association are benefits, hours, wages, grievance procedures and working conditions,  
26 and any changes to these, affecting employees in the bargaining unit subject to this Agreement.  
27

28 **Section 5.2.**

29 The District will meet with the Association a minimum of sixty (60) days before any binding decision  
30 is made, regarding contracting of transportation, which would impact the Union Gap transportation  
31 employees.  
32

33  
34 **ARTICLE VI**

35  
36 **ASSOCIATION REPRESENTATION**

37  
38 **Section 6.1.**

39 The Association will designate a Labor Management Conference Committee of three (3) members who  
40 will meet with the Superintendent of the District, or the Superintendent's designee, and up to three (3)  
41 of the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate  
42 matters. Unless the parties agree that the attendance of more is necessary based on the meeting agenda  
43 items.  
44

45 **Section 6.2.**

46 The Association representatives shall represent the Association and employees in meeting with  
47 officials of the District to discuss appropriate matters of mutual interest. They may receive and  
48 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 investigatory and grievance 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/SEIU Local 1948 State Organization may be granted to the employee. All costs associated with the employee's absence will be reimbursed by PSE State Office. Request for release time will be handled through the Superintendent.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

#### **Section 7.1.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The District may choose to implement a temporary summer work schedule for some or all (12) month employees. Such schedule shall consist of four (4) consecutive ten (10) hour days. The four (4) consecutive days shall be followed by three (3) consecutive days off which will normally include Saturday and Sunday. The selection of having which day off shall be by seniority. Any employee on a temporary summer work schedule who takes leave on a scheduled workday shall be deducted ten (10) hours of applicable leave. A temporary summer work schedule can be changed and/or terminated at the discretion of the District with one-week notice given to the impacted employees.

#### **Section 7.2.**

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

**Section 7.3.**

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

**Section 7.3.1.**

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

**Section 7.3.2.**

Each employee working six (6) or more hours, shall be provided two (2) fifteen (15)-minute rest periods. The fifteen (15) minutes includes a ten (10) minute period free from all duties and time needed to transition.

**Section 7.3.3.**

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

**Section 7.3.4.**

When a custodian is requested to report to work before/after their contracted time, the custodian shall work and be paid a minimum of two (2) hours at their current rate of pay. When a night custodian is requested to work a day shift upon supervisor approval, the employee may work time beyond eight (8) hours and shall be paid at the rate of one and one-half (1.5) times the employee's current rate of pay. If the employee chooses to split the shift (leave and return for normally scheduled shift), the employee will only work six (6) hours of the second shift.

**Section 7.4.**

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

**Section 7.5.**

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

**Section 7.6.**

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

**Section 7.7.**

Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times

requisite to fulfilling tasks assigned by the Director of Operations; provided however, that employees in the Transportation classification shall be entitled to the benefits of Section 7.3 to the same degree as any other employee; and provided further that all bus drivers shall receive pay for the purpose of bus cleanup and bus warmup in addition to actual hours of driving time. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of one (1) hour's pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.

#### **Section 7.8.**

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

#### **Section 7.9.**

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

#### **Section 7.10.**

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

#### **Section 7.11.**

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

#### **Section 7.12. Field Trip Drivers.**

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

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

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

#### **Section 7.14. Flex time.**

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

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **Section 8.1. Holidays.**

All employees shall receive the following paid holidays that fall within their work year: For the Juneteenth holiday during two hundred sixty-one (261)-day work years, employees will be granted Juneteenth as a paid holiday if it falls within their work year. During two hundred sixty (260)-day work years, employees will not be required to work on Juneteenth if it falls within their work year, but it will be an unpaid holiday.

- |                     |  |
|---------------------|--|
| 1. New Year's Day   | 7. Veterans' Day   |
| 2. Presidents' Day  | 8. Thanksgiving Day                                      |
| 3. Memorial Day     | 9. Native American Heritage Day (Day after Thanksgiving) |
| 4. Juneteenth       | 10. Day preceding or following Christmas                 |
| 5. Independence Day | 11. Christmas Day  |
| 6. Labor Day        | 12. Martin Luther King                                   |

#### **Section 8.1.1. Unworked Holidays.**

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

#### **Section 8.1.2. Worked Holidays.**

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

#### **Section 8.1.3. Holidays During Vacation.**

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

#### **Section 8.1.4.**

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

#### **Section 8.2. Vacations.**

##### **Section 8.2.1.**

Upon completion of the first (1<sup>st</sup>) year of service with the District, each full-time twelve (12) month employee shall be granted one (1) day of paid vacation for each month worked the first (1<sup>st</sup>) year and for each subsequent month worked.

1 **Section 8.2.2.**

2 Upon completion of the tenth (10<sup>th</sup>) year of service with the District, each full-time twelve (12)  
3 month employee shall be granted one point five (1.5) days paid vacation for each month  
4 worked after the tenth (10<sup>th</sup>) year.

5  
6 **Section 8.2.3.**

7 Upon completion of the fifteenth (15<sup>th</sup>) year of service with the District, each full-time twelve  
8 (12) month employee shall be granted one point seventy-five (1.75) days paid vacation for each  
9 month worked.

10  
11 **Section 8.2.4.**

12 All twelve (12) month employees working less than eight (8) hours per day shall receive the  
13 same benefits as the full-time twelve (12) month employees except that vacation shall be  
14 prorated to an eight (8) hour day.

15  
16 **Section 8.2.5.**

17 It is agreed that for purposes of vacation accrual, such accrual shall take place on September 1<sup>st</sup>  
18 of each year.

19  
20 **Section 8.2.6.**

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

23  
24 **Section 8.2.7.**

25 Vacations for eligible employees shall be scheduled in conformity with section 10.6.1  
26 (seniority) and consistent with the reasonable needs of the District. No vacations shall be  
27 approved during the week prior to and the week of teachers returning to school at the end of  
28 summer or during the first week of student attendance.

29  
30 **Section 8.2.8.**

31 Upon separation from the District, all earned but not used vacation time shall be cashed out at  
32 the employees' regular rate of pay.

33  
34  
35 **ARTICLE IX**

36  
37 **LEAVES**

38  
39 **Section 9.1. Leave for Illness, Injury and Emergency.**

40  
41 **Section 9.1.1.**

42 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
43 provided, however, that no employee shall accumulate less than twelve (12) days of sick leave  
44 per school year. Sick leave accumulation shall be limited to the number of contracted workdays  
45 in the employee's work year. The District shall project the number of annual days of sick leave  
46 at the beginning of the school year according to the estimated calendar months the employee is  
47 to work during that year. The employee shall be entitled to the projected number of days of sick  
48 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. Such leave is not intended to be used to extend other leaves or absences. Employees may take such leave when it is necessary that the employee be absent from work due to a illness or accident of a member of the immediate family.

**Section 9.1.1.1.**

Emergency leave may be taken due to a problem that has been suddenly precipitated or is unplanned and where preplanning could not relieve the necessity for the employee's absence. Such leave shall be deducted from sick leave.

**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.

**Section 9.1.5. Recoupment of Unearned Sick Leave.**

In the event an employee's employment should terminate with the employee having used more sick leave than has been earned, adjustment to salary due but unpaid or other procedures for



1 repayment will be implemented by the District as appropriate. Repayment of the time owed  
2 will be deducted from the employee's last paycheck.

3  
4 **Section 9.2. Family Illness Leave.**

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

9  
10 **Section 9.2.1. Bereavement Leave.**

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

17  
18 **Section 9.2.1.1.**

19 Up to one (1) day per occurrence with pay will be authorized by the District in the event  
20 of the death of any close personal friend. Bereavement leave may only be used for up to  
21 three (3) instances per year for attendance at funeral or memorial services.

22  
23 **Section 9.3. Personal Leave.**

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

27  
28 No more than one (1) day of personal leave is to be taken in conjunction with a holiday or school  
29 break. An advance notice of ten (10) days shall be required for such leave.

30  
31 Except in emergency situations, the employee's supervisor shall be advised of the intention to take  
32 leave at least two (2) days in advance. An emergency situation occurs when it is necessary that the  
33 employee be absent from work due to a serious illness or accident of a member of the immediate  
34 family, or an unforeseen occurrence with respect to the employee's household, either of which  
35 necessitates immediate action on the part of the employee and where pre-planning could not relieve the  
36 necessity of the absence. No more than two (2) employees shall be allowed such leave on any day;  
37 leave will be granted on a "first come" basis in case of multiple notices. Upon supervisor approval and  
38 contingent on the availability of substitutes, more than two (2) employees may be allowed such leave  
39 on a given day. Employees who have worked in the District for less than ten (10) years: One (1)  
40 unused day may be rolled over to the next year for a total accumulation of three (3) days. Up to three  
41 (3) days may be cashed out at the employee's regular rate of pay as reflected on Schedule A per hour.  
42 No employee may take more than two (2) personal leave days consecutively, or three (3) days  
43 maximum, in a school year.

44  
45 Employees who have worked in the District for more than ten (10) years: One unused day may be  
46 rolled over to the next year for a total accumulation of four (4) days. Up to four (4) days may be cashed  
47 out at the employee's rate as reflected on Schedule A per hour. No employee may take more than three  
48 (3) personal leave days consecutively, or four (4) days maximum, in a school year.



**Black-Out Date for Personal Leave requests:** During the last twenty-one (21) calendar days of the academic school year, no personal leave requests will be honored during the blackout period. An appeal concerning the black-out date period may be submitted to the Superintendent. Such an appeal will only be granted in once-in-a-lifetime, exceedingly rare cases due to unforeseeable circumstances beyond the employee's control. All employees shall notify the District by June 30 if they would like to cash out their personal days.

**Section 9.4. Sick Leave for Child-Birth Disability.**

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

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

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

**Section 9.5. Sick Leave for Parental Leave.**

Employees, upon request, may be granted up to five (5) days leave, on or about the date of the birth or placement of a child. Such leave shall be deducted from the employee's sick leave bank. Eligible employees may also receive up to twelve (12) weeks paid leave for bonding after the birth or placement of a child through the Washington State Paid Family Medical Leave Program (PFML).

**Section 9.6. Leave of Absence.**

**Section 9.6.1.**

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

**Section 9.6.2.**

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

**Section 9.6.3.**

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

1  
2 **Section 9.6.4. Leave Without Pay.**

3 It is the expectation of the District that all employees will work their established workdays  
4 within the work calendar unless they are absent on an approved leave. In unique and rare  
5 circumstances, employees may request time off without pay when all other available leave has  
6 been exhausted. Leave without pay that is not otherwise approved under another section of the  
7 CBA requires approval of both the employee's supervisor and the Superintendent prior to the  
8 employee's absence. Requests for unpaid leave shall be submitted in writing to the employee's  
9 supervisor and District Superintendent at least two (2) weeks in advance using the leave request  
10 form attached as Appendix A. Except in extraordinary circumstances, all personal leave must  
11 have been used before a request for leave without pay will be granted. Requests for leave  
12 without pay will be reviewed on a case-by-case basis. If leave without pay is denied,  
13 disciplinary action may be taken if an employee fails to report to work during the days  
14 requested for leave without pay. (See Section 11.1. Discipline and Discharge of Employees).  
15

16 **Section 9.7. FMLA Leave.**

17  
18 **Section 9.7.1.**

19 Employees are entitled to the benefits provided in the Family and Medical Leave Act of 1993,  
20 Public Law 103-3, February 5, 1993. For the employee, the sections below are pertinent parts  
21 of the Act and in all cases the actual Act will take precedence over the sections listed below.  
22

23 **Section 9.7.2.**

24 An employee, whether male or female, is entitled to twelve (12) workweeks of FMLA leave  
25 during any twelve (12) month period. An employee is anyone who was employed by an  
26 employer on a continuous basis for the previous 52 weeks for at least 1,250 hours of service  
27 during those 52 weeks, excluding authorized leave or periods of time in which persons do not  
28 report to work but have a continuing employment relationship and do not collect  
29 unemployment benefits.  
30

31 **Section 9.7.3.**

32 The FMLA leave may be taken: (a) because of the birth of a child and to care for a newborn  
33 child, (b) because of the placement of a child with the employee for adoption or foster care, or  
34 (c) to care for a child or a spouse or parent who has a serious health condition, or (d) because of  
35 the employee's own serious health condition. If both parents of the child are employed by the  
36 District, they together are entitled to a total of twelve (12) weeks of leave, and leave may be  
37 granted to only one parent at a time.  
38

39 **Section 9.7.4.**

40 FMLA Leave taken to care for a newborn or newly adopted child must be completed within  
41 twelve (12) months after the birth or adoption. FMLA leave taken to care for a terminally ill  
42 child may be taken only once for any given child. The District may require confirmation by a  
43 health care provider of the employee's need for FMLA leave.  
44

45 **Section 9.7.5.**

46 "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward who is  
47 under 18 years of age or incapable of self-care due to mental or physical disability. A "serious

health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by health care provider.

**Section 9.7.6.**

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

**Section 9.7.7.**

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

**Section 9.7.8.**

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

**Section 9.7.9.**

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

**Section 9.8. Washington State Paid Family and Medical Leave (PFML).**

Employees are entitled to the benefits provided by the Paid Family Medical Leave program (PFML) under the Washington State Family and Medical Leave and Insurance Act which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours, in accordance with state law. An employee who has accrued sick leave or other paid time off may choose to take such leave or not to take such leave and instead to receive paid family or medical leave benefits in accordance with RCW 50A.15.020. The District shall use the state insurance as the carrier for PFML. When required by FMLA, the District shall maintain health insurance benefits during periods of approved PFML leave. Employees shall pay the employee share of the premium of the state PFML as outlined in RCW 50A.10.030. Employees should apply at <https://paidleave.wa.gov/get-ready-to-apply/>.

**Section 9.9. Military Leave.**

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

**Section 9.10. Leave Sharing.**

- A. The District agrees to adopt a leave-sharing program for classified staff in accordance with requirements of District Policy 5406 and Procedures 5406P.
- B. An employee who has an accrued sick leave balance of more than one hundred seventy-six (176) hours (or a vacation/annual leave balance of more than ten (10) days) is allowed to transfer days to another employee as specified in A. above.

- 1 C. Employees who have an accrued sick leave balance of more than one hundred seventy-six  
2 (176) hours may request that the Superintendent transfer a specified amount of sick leave to  
3 another person authorized to receive such leave. Employees cannot donate sick leave days that  
4 would result in his/her sick leave account going below one hundred seventy-six (176) hours  
5 (ten (10) days in the case of vacation).
- 6 D. Sick Leave means leave granted to an employee for the absence from work with pay in the  
7 event of illness, injury and emergencies as authorized in RCW 28A.400.300.
- 8 E. While an employee is on leave transferred under this section, he/she shall be classified as an  
9 employee and receive the same treatment in respect to salary, wages and employee benefits as  
10 the employee would normally receive if using accrued annual leave or sick leave.
- 11 F. Said leave shall be donated and received on a day for day basis.

12  
13 **Section 9.11. Judicial Leave.**

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

22  
23  
24 **ARTICLE X**

25  
26 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

27  
28 **Section 10.1.**

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

34  
35 **Section 10.1.1.**

36 The District will provide an updated seniority list to the President in November and March of  
37 each school year.

38  
39 **Section 10.2.**

40 Each new hire shall remain in a probationary status for a period of not more than one hundred eighty  
41 (180) workdays following the start date. During this probationary period, the District may discharge  
42 such employee at its discretion.

43  
44 **Section 10.3.**

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

**Section 10.4.**

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.
- D. Change in job classification within the bargaining unit, as hereinafter provided.

**Section 10.5.**

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves.
- D. Time spent on layoff status as hereinafter provided.

**Section 10.6.**

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

**Section 10.6.1.**

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

**Section 10.6.2.**

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

**Section 10.6.3.**

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

**Section 10.6.4.**

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

**Section 10.7.**

The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. The District shall forward a copy of the job posting to the PSE Association. The District will consider all applicants for an open position within the bargaining unit. Should two or more applicants for an open position be equally qualified, the employee with the greatest seniority shall be given preference for the position. If the District determines that seniority should not govern because a junior employee possesses greater

ability or has a better job performance record, the senior employee shall be notified of the reasons why the senior employee was bypassed. The District reserves the right to make lateral transfers in the Paraprofessional classification without regard to seniority, so long as the transfer does not adversely affect the Paraprofessionals wages or normal hours of work. Temporary employees are excluded from Section 10.7.

#### **Section 10.8.**

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

#### **Section 10.9.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Names shall remain on the reemployment list for two (2) years. Employees placed on the reemployment list are to have priority over outside applicants in filling an opening in the classification held immediately prior to layoff. Employees affected by layoff shall also have the opportunity to fill substitute positions for which they are qualified. Employees interested in substitute positions must notify the District in writing of their intent to substitute. Priority will be given to those employees within the same classification as the substitute position.

#### **Section 10.10.**

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

#### **Section 10.11.**

All offers of reemployment shall be sent via certified mail unless the employee waives receipt by certified mail. An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of reemployment within fifteen (15) days of mailing the offer of reemployment.

#### **Section 10.12.**

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

## **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 or twelve (12) month employee, the District shall give the employee two (2) weeks prior notice of the layoff. Should the District decide to lay off any non-annual 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 parties agree to abide by the provisions of ESHB 1109 which has mandated the creation of the School Employees Benefit Board (SEBB). The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. The parties acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts of the implementation of SEBB in the Labor Management Committee.

**Eligibility**

SEBB health care plans are available for individual employees who work a minimum of six-hundred thirty (630) hours or are anticipated to work six-hundred thirty (630) hours or more in a year.

**Programs**

The regionally accessible health care programs provided by SEBB carriers will be available to employees and presently include:

**REQUIRED**

- Vision
- Dental
- Basic Life
- Basic Long-Term Disability
- Basic AD&D Insurance

**VOLUNTARY**

- SEBB medical plans



1 **Other Benefits**

2 Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other  
3 voluntary employee paid SEBB programs will be available to employees under terms as  
4 determined by SEBB. Other Non-SEBB programs are available to employees but are not funded  
5 from the amount provided by the District.  
6

7 The District and Association shall mutually determine non-SEBB voluntary plans. These plans  
8 may not be implemented without prior written agreement of the District and Association. A list of  
9 the programs eligible for payroll deduction is available at the District payroll office.  
10

11 **Enrollment Period**

12 Enrollment period will be from October 1<sup>st</sup> to November 15<sup>th</sup> or as otherwise set by SEBB. When  
13 the enrollment period ends, no insurance options may be added or deleted during the contract year  
14 except for-qualifying events that result in a special enrollment period. If an employee fails to enroll  
15 within the open enrollment period, she/he will be placed on the default medical, dental and vision  
16 plans as determined by SEBB. Employees who have not enrolled by November 5<sup>th</sup> will be sent an  
17 email by November 11<sup>th</sup> as a reminder to enroll.  
18

19 If an employee is hired after the open enrollment period, he or she may enroll in approved plans  
20 prior to the first day of the following month. If such employee fails to enroll, he or she will be  
21 placed on the default medical, dental and vision plans as determined by SEBB. Coverage will  
22 begin as determined by SEBB rules and timelines (which the parties understand to be the first day  
23 of the month following the date of hire).  
24

25 **Termination of Benefits**

26 For employees who resign their position but are employed through their last workday of the school  
27 year, SEBB benefits will continue to that date.  
28

29 When resignation/termination takes places during the school year, the employee's SEBB benefits  
30 will continue to the last day of the month in which resignation/terminations occurs.  
31

32 **Sharing Health Care Contributions**

33 SEBB does not allow for dual coverage within SEBB.  
34

35 Spouses/domestic partners who are both employees of the District may choose to enroll both  
36 employees for medical coverage under one (1) SEBB account along with medical and required  
37 benefits for their dependents. However, each employee must register for dental, vision and other  
38 required benefits under their own SEBB account.  
39

40 **Health Care Authority (HCA)**

41 The Health Care Authority contribution will be paid in full by the District.  
42

43 **Ineligibility**

44 If the District does not anticipate an employee (member of the bargaining unit) will be eligible,  
45 it shall notify the employee of the specific reason in writing.  
46

1 **Section 12.2. Insurance Information.**

2 The employer agrees to provide timely information about SEBB insurance plans to eligible employees  
3 during the school year (as required by SEBB) and at each open enrollment period.  
4

5 **Section 12.3. Consistency with State Law.**

6 All of the provisions of Sections 12.1. shall be interpreted consistent with the rules and regulations of  
7 the SEBB.  
8

9 **Section 12.4. VEBA.**

10 The District shall contribute three hundred sixty dollars (\$360.00) per employee each year into the  
11 employees VEBA account. This payment will be made on October 31, and this amount shall be  
12 prorated based on part-time employees.  
13  
14

15 **ARTICLE XIII**

16 **TRAINING AND IN-SERVICE**

17 **Section 13.1.**

18 Employees attending training courses required by the District or the State as a condition of employment  
19 shall be compensated for all time in attendance plus approved expenses.  
20  
21  
22

23 Occasionally, the School District will offer courses for Paraprofessionals during the workday for which  
24 the employee can gain clock hours and/or college credit. The Paraprofessional, with prior approval of  
25 the Principal, may choose to gain additional clock hours and/or college credit on their own time and at  
26 their own expense.  
27

28 **Section 13.2.**

29 The District shall provide up to a total sum of two thousand dollars (\$2,000) per year for District  
30 approved staff development. This funding is above and beyond mandatory training required for a  
31 position. The District and Association shall work together and appoint a committee to review employee  
32 requests to attend workshops or trainings. Employees interested in attending a workshop or training may  
33 provide information to the committee. The committee shall recommend whether to accept the  
34 employee's request to attend. All unused funds will roll-over to the next school year.  
35  
36

37 **Section 13.3.**

38 Given the expense for individual to obtain a CDL and additional school bus driving training costs, and  
39 medical certification, the district has developed a policy whereby individuals may agree to accept a  
40 training dollar loan which shall be forgiven 100% should the employee continue to work for the  
41 District for no less than two (2) years. Should an employee separate from the district prior to  
42 completing two years of service, the employee shall be responsible to repay the district in accordance  
43 with the Agreement to Repay Costs of Training. The Agreement to Repay Costs of Training shall not  
44 be changed without bargaining with the Association.  
45

46 **Section 13.4.**

47 In order to be eligible for employment all paraeducators must comply with the law and meet the  
48 minimum requirements of WAC 179-03-020.

1 **Section 13.5.**

2 The District will provide training for Paraeducators during-school years for which state funding is  
3 appropriated specifically for the purposes of implementing the Fundamental Course of Study required  
4 by RCW 28A.413.060. Additional training beyond what is funded by the appropriation may be  
5 provided subject to availability of other funding sources.  
6

7 Each employee shall be paid his or her current hourly rate of pay for all required trainings outside of the  
8 workday. These training courses will occur on dates agreed to by the District and Association.  
9

10 **Section 13.6. Degree Stipend.**

11 An employee who has an AA/AS degree will receive an annual two hundred dollars (\$200) stipend.  
12 An employee who has a BA/BS degree will receive an annual four hundred dollars (\$400) stipend. An  
13 employee cannot qualify for more than one (1) such stipend. Stipends will be paid out equally over  
14 twelve (12) months. Evidence of the degree must be provided to the District in the form of an official  
15 transcript or other evidence satisfactory to the District. The stipend shall be pro-rated based on the date  
16 satisfactory evidence is presented to the District.  
17

18  
19 **ARTICLE XIV**

20  
21 **CHECKOFF**  
22

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

24 The Association, which is the legally recognized Exclusive Bargaining Representative of the Classified  
25 staff as described in the recognition clause of this Agreement, shall have the right to have deducted  
26 from the salary of employees electing to become a member of the Association an amount equal to the  
27 fees and local dues required for membership in the Association. The District agrees to accept dues  
28 authorizations via written, voice authorization or by E-signature in accordance with "E-SIGN." Public  
29 School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who  
30 have agreed to union membership via voice authorization. In addition, upon request, access to the  
31 District to the .wav files associated with the voice authorization will be provided. PSE will be the  
32 custodian of the records related to dues authorizations.  
33

34 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and  
35 safe-keeping of those records.  
36

37 The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn  
38 in writing by the employee to the Public School Employees of Washington/SEIU Local 1948.  
39

40 The District shall deduct PSE dues and voluntary political action contributions from the pay of any  
41 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall  
42 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU  
43 Local 1948 on a monthly basis. The District agrees to submit a report monthly along with its  
44 remittance of dues identifying each employee by name and dues amount remitted. The District agrees  
45 to provide to the President of the Union Gap Chapter the names of all classified employees who are not  
46 having dues withheld to the Association on October 1<sup>st</sup> and March 1<sup>st</sup> of each year of this Agreement.  
47

1 **Section 14.2. Hold Harmless.**

2 The Association agrees to defend and hold the District harmless against any legal action brought  
3 against the District in reference to the deduction of dues or political action contributions made under  
4 this Article.

5  
6 **Section 14.3. Local Chapter Dues.**

7 The District shall deduct nine dollars (\$9.00) once per year, in the month of October, from the  
8 paycheck of each employee who has agreed to join the Association and has signed the Dues  
9 Authorization form. These funds are turned over to the local Chapter Treasurer for local dues by  
10 November 1st.

11  
12  
13 **ARTICLE XV**

14  
15 **GRIEVANCE PROCEDURE**

16  
17 **Section 15.1.**

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

21  
22 **Section 15.2.**

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

28  
29 **Section 15.2.1. Step 1.**

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

36  
37 **Section 15.2.2. Step I Reply.**

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

42  
43 **Section 15.2.3. Step II.**

44 If the Association is not satisfied with the disposition of the grievance, or if no disposition has  
45 been made within ten (10) working days of such meeting or fifteen (15) working days from  
46 date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent.  
47 Within five (5) working days the Superintendent or his/her designee shall meet with the  
48 Association on the grievance and shall indicate his/her disposition of the grievance in writing

1 within five (5) working days of such meeting, and shall furnish a copy thereof to the  
2 Association.

3  
4 **Section 15.2.4. Step III.**

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

12  
13 The Board of Directors shall within twenty-five (25) working days of the receipt of the request,  
14 confer with the individual and/or representatives of the local Association to hear the  
15 individual's grievance and attempt to reach a satisfactory solution.

16  
17 **Section 15.2.5. Step IV.**

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

31  
32 **Section 15.3. Arbitration Costs.**

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

35  
36 **Section 15.4. Jurisdiction of The Arbitrator.**

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

44  
45 **Section 15.5. Enforcement of Arbitrator Decision.**

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

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

**Section 15.6. Time Limits.**

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

**Section 15.7. Grievance and Arbitration Hearings.**

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

**Section 15.8. Individual Complaints.**

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

**Section 15.9. Continuity of Grievance.**

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

**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1.**

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

**Section 16.2.**

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

**Section 16.3.**

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



## 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.**

The District shall cover the cost of room and board expenditures for employees required to remain overnight on District business. 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 1st of each year as follows:



For 2023-2024, see attached Schedule A (minimum IPD increase).

For 2024-2025, Step 1, 2, 3, and 4 wage rates shall increase by an additional three percent (3%) or IPD, whichever is greater.

For 2025-2026, , Step 1, 2, 3, and 4 wage rates shall increase by an additional two (2%) percent or IPD whichever is greater.

IPD is defined as: “rate of the yearly increase in the inflationary adjustment index used by the Washington State Legislature in the Apportionment Act (currently understood as the implicit price deflator or IPD).”

## ARTICLE XVIII

### TERM AND SEPARABILITY OF PROVISIONS

#### **Section 18.1.**

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

#### **Section 18.2.**

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

#### **Section 18.3.**

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 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 18.4.**

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 18.5.**

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

#### **Section 18.6.**

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 18.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

UNION GAP CHAPTER

BY: /E-signed by Kristal Vannattan/  
Kristal Vannattan, Chapter President

DATE: Sep 1, 2023

UNION GAP SCHOOL DISTRICT #2

BY: /E-signed by Lisa Gredvig/  
Lisa Gredvig, Superintendent

DATE: Aug 30, 2023

**APPENDIX A  
UNION GAP SCHOOL DISTRICT  
LEAVE WITHOUT PAY REQUEST FORM**

Please read page 2—PSE Bargaining Agreement language regarding leave without pay before completing this form.

**EMPLOYEE NAME:** \_\_\_\_\_ **POSITION:** \_\_\_\_\_

**DEPARTMENT (check one):** ☐ Paraeducator ☐ Secretarial-Clerical ☐ Food Service

☐ Custodial ☐ Maintenance ☐ Transportation

**DATE(S) REQUESTING LEAVE WITHOUT PAY:**

DATE(S) OF LEAVE	HRS	REASON FOR REQUEST
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ Personal Leave Balance      \_\_\_\_\_ Sick Leave Balance      \_\_\_\_\_ Vacation Leave Balance

\_\_\_\_\_  
Employee's Signature

☐ Request Approved ☐ Request Denied  
(After Supervisor approval submit to Superintendent  
for final approval)

\_\_\_\_\_  
Supervisor's Signature

☐ Request Approved ☐ Request Denied  
(After Superintendent has approved/denied send the  
employee Supervisor & Payroll are given a copy of the  
approved/denied form.)

\_\_\_\_\_  
Superintendent's Signature

Reason for denied request: \_\_\_\_\_

- If at any time the request is denied the form will be returned to the employee and supervisor and the Leave w/o Pay will not be granted.
- After leave has been approved by the Superintendent employees can enter said leave in AESOP.

Leave Without Pay Request Form, Page 1 of 2

Copies of final approved/denied form have been sent to:

☐ HR

☐ Supervisor

☐ Payroll

☐ Employee

**Section 9.6.4. Leave Without Pay.**

It is the expectation of the District that all employees will work their established workdays within the work calendar unless they are absent on an approved leave. In unique and rare circumstances, employees may request time off without pay when all other available leave has been exhausted. Leave without pay that is not otherwise approved under another section of the CBA requires approval of both the employee's supervisor and the Superintendent prior to the employee's absence. Requests for unpaid leave shall be submitted in writing to the employee's supervisor and District Superintendent at least two (2) weeks in advance using the leave request form attached as Appendix A. Except in extraordinary circumstances, all personal leave must have been used before a request for leave without pay will be granted. Requests for leave without pay will be reviewed on a case-by-case basis. If leave without pay is denied disciplinary action may be taken if an employee fails to report to work during the days requested for leave without pay. (See section 11.1 discipline and discharge of employees).

*Leave Without Pay Request Form, Page 2 of 2*

## SCHEDULE A 2023-2024

CLASSIFICATION AND POSITION	Sub Rate	Step 1	Step 2	Step 3	Step 4
	90% of Step 1	(Thru 2 years)	(3-9 years)	(10-15 years)	(16+ years)
<b><u>PARAEDUCATORS</u></b>					
PARA-EDUCATORS	18.70	20.78	21.83	22.36	22.90
LIBRARY TECH.	18.70	20.78	21.83	22.36	22.90
<b><u>SECRETARIAL-CLERICAL</u></b>					
OFFICE ASST.	22.02	24.47	25.70	26.34	27.00
OFFICE MANAGER	23.75	26.39	27.71	28.40	29.21
SPED/MIGRANT SECRETARY	22.02	24.47	25.70	26.34	27.00
<b><u>FOOD SERVICE</u></b>					
ASSISTANT COOK	18.72	20.80	21.84	22.38	22.95
HEAD COOK-SUPERVISOR	20.83	23.15	24.30	24.91	25.52
<b><u>CUSTODIAL, MAINTENANCE, TRANSPORTATION</u></b>					
CUSTODIAN/BUS DRIVER	21.45	23.84	25.03	25.65	26.30
MAINTENANCE AND GROUNDS	24.26	26.96	28.30	29.02	29.73
<b>Degree Stipend: Employee will receive an annual stipend for the following degrees</b>					
<b>Associates Degree: \$200</b>					
<b>Bachelors Degree: \$400</b>					
<b>Longevity Stipend: The District recognizes the importance of long-term employee commitment to students of Union Gap School District. Therefore, a longevity stipend will be applied to the employee's regular rate of pay from the above schedule at the beginning of an employee's 10th, 15th, 20th and 25th year of service in Union Gap School District.</b>					
<b>10 yrs - \$0.50/per hour above current placement on the salary schedule</b>					
<b>15 yrs - \$0.60/per hour above current placement on the salary schedule</b>					
<b>20 yrs - \$0.70/per hour above current placement on the salary schedule</b>					
<b>25 yrs - \$0.80/per hour above current placement on the salary schedule</b>					
<b>COLUMNS INCREASE AS OUTLINED BELOW:</b>					
<b>BETWEEN STEP 1 AND STEP 2</b>	5.0%				
<b>BETWEEN STEP 2 AND STEP 3</b>	2.5%				
<b>BETWEEN STEP 3 AND STEP 4</b>	2.5%				
<b>For 2023-24: 3.7% IPD added to all positions unless otherwise noted/Remove Probation rate</b>					

**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, UNION GAP CHAPTER AND THE UNION GAP SCHOOL DISTRICT #2 PURSUANT TO ARTICLE XVII, SECTION 17.9 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to the following:

The Parties agree to the attached Schedule A for the 2024-2025 school year.

This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

UNION GAP CHAPTER

BY: /e-signed by Greg Barrett/  
Greg Barrett, Chapter President

DATE: Sep 4, 2024

UNION GAP SCHOOL DISTRICT #2

BY: /e-signed by Lisa Gredvig/  
Lisa Gredvig, Superintendent

DATE: May 23, 2024

## SCHEDULE A 2024-2025

CLASSIFICATION AND POSITION	Sub Rate	Step 1	Step 2	Step 3	Step 4
	90 % of Step 1	(Thru 2 yrs.)	(3-9 Yrs.)	(10-15 Yrs.)	(16+ years)
<b>PARAEDUCATORS</b>					
PARA-EDUCATORS	\$19.39	\$21.55	\$22.64	\$23.19	\$23.75
LIBRARY TECH.	\$19.39	\$21.55	\$22.64	\$23.19	\$23.75
<b>SECRETARIAL-CLERICAL</b>					
OFFICE ASST.	\$22.83	\$25.38	\$26.65	\$27.31	\$28.00
OFFICE MANAGER	\$24.63	\$27.37	\$28.74	\$29.45	\$30.29
SPED/MIGRANT SECRETARY	\$22.83	\$25.38	\$26.65	\$27.31	\$28.00
<b>FOOD SERVICE</b>					
ASSISTANT COOK	\$19.41	\$21.57	\$22.65	\$23.21	\$23.80
HEAD COOK-SUPERVISOR	\$21.60	\$24.01	\$25.20	\$25.83	\$26.46
<b>CUSTODIAL, MAINTENANCE, TRANSPORTATION</b>					
CUSTODIAN/BUS DRIVER	\$22.24	\$24.72	\$25.96	\$26.60	\$27.27
MAINTENANCE AND GROUNDS	\$25.16	\$27.96	\$29.35	\$30.09	\$30.83

### Degree Stipend:

Employee will receive an annual stipend for the following degrees

Associates Degree: \$200

Bachelors Degree: \$400

### Longevity Stipend:

The District recognizes the importance of long-term employee commitment to students of Union Gap School District. Therefore, a longevity stipend will be applied to the employee's regular rate of pay from the above schedule at the beginning of an employee's 10th, 15th, 20th and 25th year of service in Union Gap School District.

10 yrs - \$0.50/per hour above current placement on the salary schedule

15 yrs - \$0.60/per hour above current placement on the salary schedule

20 yrs - \$0.70/per hour above current placement on the salary schedule

25 yrs - \$0.80/per hour above current placement on the salary schedule