

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**UNIVERSITY PLACE SCHOOL DISTRICT**

**and**

**UNIVERSITY PLACE CLASSIFIED ASSOCIATION**

**September 1, 2021 – August 31, 2023**

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## **ARTICLE I - ADMINISTRATION**

### **Preamble**

This Agreement is made and entered into between the University Place School District #83 (hereinafter called the District) and the University Place Classified Association (hereinafter called the Association), an affiliate of the Washington Education Association, the National Education Association, and the Soundview UniServ Council.

In accordance with the provisions of the Public School Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

### **Section 1.1 Recognition and Coverage of Agreement**

- 1.1.1 The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.1.3, and the Association recognizes the responsibility of representing the interests of all such employees.
- 1.1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, district office bookkeepers, or office secretaries, imply a confidential relationship with the Board of Directors or Superintendent.
- 1.1.3 The bargaining unit to which this Agreement is applicable shall consist of classified employees in the following general job classifications: Maintenance and Operations, Food Service, Transportation (except Mechanics), Mechanics, Security, Technology and Para Educators

Substitutes who work thirty (30) days in casual employment or twenty (20) days of consecutive employment shall also become members of the bargaining unit. See Article 3, Section 3.11 for definitions of these employee's rights under this Agreement.

### **Section 1.2 Conformity to Law**

- 1.2.1 If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby, shall be found contrary to law by a tribunal of competent jurisdiction; the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

### **Section 1.3 Status of Agreement**

- 1.3.1 This Agreement shall supersede any rules, regulations, policies, or resolutions of the District which are contrary to or inconsistent with its terms.

### **Section 1.4 Printing and Distribution**

- 1.4.1 The District and the Association shall mutually proofread the document. Within a reasonable time following the ratification and signing of this Agreement, the District

shall post the contract on the District's server, available to staff only, and provide a sufficient number of hard copies as the Association and/or District deem(s) necessary. The District and the Association will jointly pay for the cost of printing the Agreement, and the Association will be provided thirty-five (35) additional copies for their use.

### **Section 1.5 Superintendent and Association Meetings**

- 1.5.1 The parties agree that communications and sharing of ideas between the District and the Association is advantageous and, to this end, the President of the Association, Association leadership and/or the Soundview UniServ Representative shall meet regularly with the Superintendent and/or his/her designee at mutually convenient times to confer on matters of mutual interest. Such meetings or discussions shall not be constituted to circumvent the Grievance Procedure or constitute negotiations.

## **ARTICLE II - BUSINESS**

### **Section 2.1 Management Rights**

- 2.1.1 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in, but not limited to, these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- 2.1.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

### **Section 2.2 Association Rights**

- 2.2.1 The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, in writing; and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.
- 2.2.2 On or before the first day of October of each year during the term of this Agreement, the District shall provide the Association with the following information regarding each employee in the bargaining unit: Name, address, current job classification, and position.

- 2.2.3 The Association representative shall have access to the Employer's facilities during and after working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to; provided, however, there is no interruption of the Employer's work schedule and the employee's supervisor is first notified.
- 2.2.4 The Association has the right to access the district's e-mail and courier system for the distribution of union materials/communication, and will follow the District's rules for the use of these systems.

### **Section 2.3 Association Membership**

- 2.3.1 The Association is the exclusive negotiating representative of all employees in the bargaining unit as provided in Article I of this Agreement. While employees shall not be required to join the Association, membership in the Association shall be made available to all employees who apply, consistent with the Association's Bylaws.
- 2.3.2 The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of the hire, the District will inform the new hire of the terms and conditions of this Article, and provide such employee with a copy of this agreement and the job description for their position.
- 2.3.3 The District shall deduct Association dues from members of the Association who authorizes such deductions in writing pursuant to RCW 41.56.110. Pursuant to such notice, the District shall transmit all monies promptly to the Association.
- 2.3.4 The Association will indemnify and hold the District harmless against any claims and any suits instituted against the District on account of any deductions of Association dues. The Association agrees to refund to the District any District funds paid to it in error on account of the check off provision.

### **Section 2.4 Letter of Employment**

- 2.4.1 Letter of Employment: The District will provide each regular employee by November 30th of each year the following information:
- a. salary schedule placement
  - b. work site
  - c. sick leave
  - d. holidays
  - e. formula for calculating pay
  - f. hours of work
  - g. accumulated vacation
  - h. benefit information
  - i. Job descriptions can be found at each work site and on the District website.

## **Section 2.5 Liability Coverage and Legal Protection**

- 2.5.1 Employees, while acting in the course and scope of their employment, are provided liability coverage by the district's insurer, Puget Sound Schools Risk Management Pool, limits consistent with contract with PSSRMP.

## **ARTICLE III - PERSONNEL**

### **Section 3.1 Non-discrimination**

- 3.1.1 It is agreed that employees in the Association shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extended to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.
- 3.1.2 Neither the District, nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, national origin, veteran or military status, sexual orientation, gender expression, gender identity, marital status, disability, or the use of a trained dog guide or service animal by a person with a disability, or the use of a trained dog guide or service animal, or any other protected classifications. The District shall not discriminate against any employee based on the location of their residence or membership in the Association.
- 3.1.3 The Association agrees not to cause any strikes, sympathy strikes, or slowdowns or participate in any work stoppage, and the District agrees not to lock out the Association during the terms of this Agreement.

### **Section 3.2 Personnel Files**

- 3.2.1 Each employee shall have the right to review, upon request and at reasonable times, the contents of his/her own personnel file maintained at the District Office. The review shall be made in the presence of a district administrator/designee responsible for the safekeeping of the files. Upon request, a copy of the documents contained therein shall be afforded the employee at the employee's expense. Such a file shall be the only official personnel file.
- 3.2.2 The employee shall have the right to attach a written comment to any derogatory material in the file.
- 3.2.3 Any derogatory references to an employee's competence, character or manner that could form the basis of a disciplinary action shall not be placed in the personnel file without the employee's knowledge. The employee shall initial such references to show he/she is aware of it.



- 3.2.4 A signature does not necessarily mean agreement with the contents of the document. It merely indicates receipt of the document.
- 3.2.5 An employee may request to have derogatory material removed from their personnel file after two (2) years. The Superintendent's designee will meet with the employee and his or her representative prior to making a decision whether to expunge the record. If the request is denied, the District shall provide a written explanation. A copy of the explanation shall be provided to the Association President. The rationale for denial will include factors such as legality of removing the record, severity of the discipline incident, length of time since the disciplinary incident and any additional discipline incurred by the employee. The employee may appeal the decision of the designee to the Superintendent.
- 3.2.6 An evaluator's working file may have prior evaluations and performance related materials for two (2) years. Administrators will review working files and remove contents that are more than two (2) years old and for which there has been no recurrence. If an employee leaves the District, the working file will be destroyed. If an Administrator leaves the building and/or District, working files will be destroyed consistent with this section.

### **Section 3.3 Due Process**

- 3.3.1 No employee shall be disciplined without just cause. (Appendix 7, Seven Tests of Just Cause)
- 3.3.2 An employee subject to discipline shall have the right to have a union representative present at the disciplinary meeting. When possible, an employee's request for a preferred representative will be granted.
- 3.3.3 Any complaint made against an employee by a parent, student, or other person will be called to the attention of the employee within ten (10) working days of when the complaint was received by the district. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- 3.3.4 The District shall give two (2) weeks' notice prior to a performance related discharge.
- 3.3.5 With the employee's consent, the Association is entitled to have an observer at hearings conducted by any District official or body arising out of a grievance and to make known the Association's views concerning the case.

### **Section 3.4 Seniority**

- 3.4.1 The seniority of an employee in the bargaining unit shall be established as of the employee's first workday in a general job classification unless such seniority shall be lost as hereinafter provided.

- 3.4.1.1 Employees may work and attain seniority in two (2) or more general job classifications. The district will maintain a separate seniority record for each general job classification, based upon the employee's first working day in each general job classification. Employees who cease working in a general job classification shall nevertheless retain their seniority in that classification for a period of five (5) years from the date they cease working in that classification.
- 3.4.2 Probationary Status:
- 3.4.2.1 Each new hire shall remain in a probationary status for a period of not more than sixty (60) work days following the hiring date. During this probationary period the District may discharge such employees at its discretion.
- 3.4.2.2 Employees who have been promoted or transferred to another position shall only have a probationary period of thirty (30) work days from the start date in the new position. If the promoted or transferred employee has performance deficiencies or concerns, these concerns will be brought to the attention of the employee and the Association within the thirty (30) work days. To ensure the employee's opportunity to correct the deficiency, the employee shall have thirty (30) additional work days to implement the recommendations.
- 3.4.3 Upon completion of the probationary period, the employee shall be credited with seniority back to his/her first workday in the general job classification.
- 3.4.4 The seniority rights of an employee shall be lost for the following reasons:
- a. Resignation;
  - b. Discharge for any reason contained in this Agreement;
  - c. Retirement;
  - d. Layoff of more than two (2) years.
- 3.4.5 Seniority rights shall not be lost for the following reasons:
- a. Time lost by reason of industrial accident, industrial illness, or jury duty;
  - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
  - c. Time spent on other authorized leaves of absence, not to exceed one (1) year.
- 3.4.6 The District shall provide the Association with a job classification seniority list by November 1 of each year. The Association and District agree upon a random list of numbers for assigning seniority ranking to employees hired on the same date. The District shall make every effort to stagger hire dates of new employees.
- 3.4.7 The senior employee shall have preferential rights regarding shift selection when a position has opened, and vacation periods within the general job classification.

### **Section 3.5 Assignment and Transfer**

#### **3.5.1 Notice and Posting:**

Vacant positions and newly created positions will be posted on the District's online application system for a minimum of five (5) working days. Posted positions shall include days per year, hours per day, salary, and current job description for the position.

If an additional two (2) hours or less is needed at a site, those hours will first be offered to existing employees at that site if program requirements can be met and the employee is qualified. If the hours cannot be filled by existing employees, the position will be posted and hired through the district's online application system

#### **3.5.2 Voluntary Transfers:**

A voluntary transfer is a transfer which is initiated by the employee. When a vacancy occurs, the position may be posted in-district and advertised externally simultaneously, however; files of external applicants will not be made available for review unless it is determined that no qualified candidates are available among current employee applicants, and then represented substitute applicants. If two (2) or more district employees are qualified, the position will be awarded to the employee with the most seniority.

3.5.2.1 New hires in their sixty (60) day (worked) probationary period may not apply for transfers.

3.5.2.2 Employees who have been promoted or transferred to another position may apply for transfer to another open position within their thirty (30) day (worked) probationary period, unless they have performance issues.

#### **3.5.3 When an employee is not selected for a position, he/she may request a written explanation. The employee and the Association President shall be notified when a current employee is not selected for a position. At the employee's request, a copy of the written explanation shall be provided to the Association president.**

#### **3.5.4 Involuntary Transfers:**

An involuntary transfer is a transfer which is initiated and directed by the District. In the event of an involuntary transfer which is unrelated to discipline or individual job performance, every effort will be made to transfer the affected employee to a position which does not decrease him/her in hours or days. Whenever possible, the District shall provide notice to the Association of an upcoming situation requiring use of the Involuntary Transfer process.

3.5.4.1 Involuntarily transferred employees shall receive written notice at least ten (10) days prior to the transfer. The employee shall sign a copy of the notice and receive a copy of the signed notice. At the time the written notice is provided, the employee shall also be provided a copy of the current job description for the position to which they are being transferred.

3.5.4.2 The District will consider any qualified volunteers before making an involuntary transfer, unless the reason for the transfer is related to discipline or individual job performance. Volunteers in this situation shall be considered involuntarily transferred.

3.5.4.3 Except in instances of discipline or individual job performance, an involuntary transfer shall be based upon bargaining unit seniority within the job classification with the least senior employee meeting the qualifications for the assignment being involuntarily transferred. Upon request, an employee will be given written reasons and granted an interview prior to any involuntary transfer.

3.5.4.4 An employee involuntarily transferred for reasons other than discipline or individual job performance shall receive preferential consideration to return to his/her prior assignment if such assignment becomes available within twelve (12) months of the involuntary transfer.

### **Section 3.6 Hours of Work**

3.6.1 The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday, except for those employees designated by the District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive work days plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending.

3.6.2 No employee shall be required to work more than five (5) consecutive hours without a duty-free meal period. Employees shall be allowed an unpaid meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift.

3.6.3 Employees shall be allowed a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours of working time. Rest periods shall be taken at or near the work site, including work sites out of district. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

3.6.4 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employees of one (1) calendar week; provided, however, this notice may be waived by the employee. The employer may immediately assign a shift or work week change in the event of unusual circumstances or an emergency.

3.6.5 Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and his/her supervisor. In the event the District requires an employee to forgo his/her lunch period and the employee works

his/her entire shift, including the lunch period, he/she shall be compensated for the foregone lunch period at overtime rates.

- 3.6.6 Under normal circumstances, a second shift for custodial-maintenance personnel shall begin no later than thirty (30) minutes after regular school classes are dismissed.
- 3.6.7 The workday during winter break, spring break and summer break for chief and day custodians will be from 6:00 AM to 2:30 PM. All other custodial staff will work from 7:00am – 3:30pm. One or more employees may be designated to work a later shift. The District will consider employee preferences, volunteers, or the least senior employee on the second shift.

The district will also consider alternative schedules (such as four (4) days/ ten (10) hours per day) for special projects and employee requests. Requests shall be directed to the Maintenance Manager for custodial/grounds/maintenance and the Director of Technology for tech staff. Overtime after eight (8) hours per day will not apply when alternate workweeks are in force. Overtime after forty (40) hours per week will apply.

When an employee is assigned to a later shift, he/she will not be expected to complete both their regular work assignment and the work assignment in the later shift.

- 3.6.8 Employees requested to work in a different classification shall receive compensation commensurate with the higher classification or one dollar (\$1) per hour more than their current rate of pay, whichever is greater. Employees working in a different job within the same classification shall receive compensation commensurate with the job, or one dollar (\$1) per hour more than their current rate of pay, whichever is greater. An employee working in a lower classification shall remain at his/her current rate of pay.
- 3.6.9 All building Para Educators shall receive, at their option, two (2) hours of paid time to attend building level staff meetings on the District staff day before the start of school.
- 3.6.10 In the event a custodian or food service employee is required to extend a work shift due to an activity or absence of another employee, compensation will be paid at the appropriate rate.
- 3.6.11 Any employee who is required or requested by his/her supervisor to work beyond the employee's regular shift to attend staff or committee meetings or attend other job-related activities shall be compensated for such attendance pursuant to Section 3.6.12, except that if such attendance does not cause the employee to work more than forty (40) hours in one work week, such time shall be paid only at the employee's regular straight-time rate or granted compensatory time on an hour-for-hour basis. The supervisor shall make every reasonable effort to make all classified employees an important part of the educational team.

- 3.6.12 Any employee who is assigned to work beyond a forty (40) hour week may elect to receive compensatory time in lieu of overtime pay under Section 3.8.2 of this agreement, provided the employee and the supervisor agree in advance that compensatory time will apply. Compensatory time may not accrue beyond the equivalent of five (5) workdays. In any case, where five (5) days have accrued, any additional overtime must be paid at the rate of time and one-half times the employee's base hourly rate, pursuant to Section 3.8.2. Use of compensatory time must be scheduled with the approval of the employee's supervisor in the same manner as vacation within a sixty (60) day period, unless mutually agreed upon between the employee and supervisor. Any compensatory time not used or scheduled before August 31<sup>st</sup> of each year will be paid at the appropriate rate.
- 3.6.13 When hours are added or reduced at a site, senior employees within the general job classification shall have preferential rights, provided program requirements can be met and employee qualifications are substantially equal.
- 3.6.14 Any employee who wishes to work additional hours beyond their regular shift during the week of Thanksgiving, the week before Winter Break, and the last week of school may, with supervisor approval, flex their time to leave early as long as the make-up time occurs within the same work week.
- 3.6.15 Employees are required to time in and out within ten (10) minutes of the start and end time of employee's shift(s) in the district's designated employee time management system.
- 3.6.16 The District and Association will work together to minimize the number of employees, other than bus drivers, who are negatively impacted by split shift positions and will make reasonable efforts to keep employees continuously employed at a single work site for the duration of their work day whenever possible. Both parties understand that this will not always be possible due to the nature of some positions, the employment needs of the district and the interests of individual employees.

### **Section 3.7 Hours of Work - Bus Drivers**

- 3.7.1 Shifts shall be established for bus drivers in relation to routes and driving times requisite to fulfilling tasks assigned by the Transportation Manager.
- 3.7.2 Each driver shall receive a minimum of two (2) hours per day pay for each morning school run and two (2) hours per day for each afternoon school run. Mid-day runs shall be a minimum of one (1) hour runs. Exceptions to these route minimums must be mutually agreed by the association and the district.

When a trip or run is cancelled less than twenty-four (24) hours before the trip or run is scheduled and the driver loses his/her regular run, the driver will receive pay equal to the canceled trip at the base rate. When a field trip or activity run is cancelled less than twenty-four (24) hours before the trip or run is scheduled and the driver is able to

recover his/her regular run, the driver will receive additional pay equal to the difference between the cancelled trip and the regular run.

When the cancellation is due to inclement weather and the driver is able to recover his/her regular run, the driver will receive no additional pay, but will be given the first option to take the trip when it is rescheduled. When the cancellation is due to inclement weather and the driver loses his/her regular run, the driver will receive pay for the regular run and will also be given the first option to take the trip when it is rescheduled.

- 3.7.3 All trips, including standby time, shall be paid at the employee's base hourly rate. During standby time the driver is expected to check the bus at least once per hour and to be available and responsible for the bus. Additional paid hours for extended standby time will be available for overnight trips. These hours will be determined on a trip by trip basis and will be included in the trip posting.
- 3.7.4 The base hourly rate shall continue uninterrupted if there is thirty (30) minutes or less between assignments. A duty call is defined as any work other than the normal work shift and workday, non contiguous with the normal work shift or workday. Drivers shall receive compensation for extra bus trips within sixty (60) days of the date of such a trip.
- 3.7.5 When drivers are required to check water, oil and tires on the buses, all safety precautions shall be taken, including proper, safe, stable platforms for checking oil and water.
- 3.7.6 Drivers shall not be required to check on buses alone or without proper security or support personnel if the event is held in an unsafe area.
- 3.7.7 Driver Trainers who are also drivers shall be credited with one (1) year of service if they log at least ninety (90) hours of time as a Driver Trainer during a school year.

### **Section 3.8 Overtime (except bus drivers)**

- 3.8.1 Employees called back for special service shall receive no less than two (2) hours pay per call at the rate of one and one-half (1.5) times the employee's base hourly rate of pay. Each call shall be considered a separate call back even if it occurs within a two (2) hour period unless the employee is already on site. Because they are expected to be on call when buses are out, mechanics who are called back shall receive no less than three (3) hours of pay per call at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.
- 3.8.2 The District shall provide as much advance notice as possible when assigning overtime. Hours assigned and worked in excess of forty (40) hours per week will be paid at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.

- 3.8.3 Overtime hours for employees working forty (40) hours per week, or extra hours (for employees working less than forty (40) hours per week) shall be assigned first according to area of assignment, then seniority and qualifications at the work site within each job classification. If no employee at the site chooses to take the overtime/extra hours, the supervisor will seek an employee from a list of volunteers from within the appropriate job classification based upon their seniority and qualifications. Employees may sign up for their job classification volunteer list by October 1 of each year. If no volunteer can be found, employees in the assignment area will be assigned the overtime/extra hours on a reverse seniority rotation system.
- 3.8.4 Hours worked on holidays will be compensated at the rate of one and one-half (1.5) times the employee's base hourly rate of pay, in addition to the holiday pay to which the employee is entitled. (Section 5.3, Worked Holidays)
- 3.8.5 By October 1 each year the district will solicit volunteers who wish to be placed on the Sonitrol lists for emergency call-backs at District buildings. Eligible volunteers are off-duty members of the Maintenance and Operations and Security classifications. Management reserves the right to be placed on the Sonitrol lists and respond to any emergency. Order of placement of bargaining unit employees on such lists shall be as follows:
1. On duty Security personnel;
  2. By seniority, qualified off-duty Custodian, Maintenance, Grounds and Security employees who live within 15-20 minutes of the district;
  3. By seniority, qualified off-duty Custodian, Maintenance, Grounds and Security employees.
- 3.8.6 The Maintenance Manager may offer custodial trainer extra hours not based on seniority to a custodian who would serve at various sites throughout the district, as needed. In the event that the extra hours push the custodian's weekly total over 40 hours, the custodial trainer will be paid at their overtime rate.

### **Section 3.9 Uniforms, All-Weather Wear, Tool Allowance**

- 3.9.1 By November 1 each year the District shall provide uniforms or uniform allowances based on the following schedule. Employees must complete, sign and submit the district reimbursement form (see Appendix 6) to be compensated for reimbursable items. Purchases of reimbursable rain gear must be pre-approved by the Maintenance Manager or designee. Maximum reimbursement amounts will be agreed upon on an annual basis.

Position	Uniform	Procurement Method
Maintenance / Grounds	T-shirt (5) / Sweatshirt (2)	District purchased, annually
Maintenance / Grounds	Jacket (1)	District purchased, as needed
Maintenance / Grounds	One pair of protective boots	Employee Reimbursement via Payroll; annually
Maintenance / Grounds	Rain gear and rubber boots	District owned, as needed
Custodians	T-shirt (5) / Sweatshirt (2)	District purchased, annually
	<u>safety toe shoes up to \$100</u> Non-slip safety toe shoes up to \$100	Employee Reimbursement via Payroll



Chief/Lead Custodians	Rain Gear/Boots	District owned, as needed
Playground / Crossing Guard / Bus Supervisor	Safety vest (1)/umbrella (1)	District owned, as needed
Playground /Crossing Guard	All weather boots up to \$100	Employee Reimbursement via Payroll; as needed
Food Service	Apron Shirt (5)	District owned District purchased, annually
Food Service	Non-slip shoes up to \$100	Employee Reimbursement via Payroll
Technology	Shirt (5)	District purchased, annually
Security	Security Shirt (5)	District purchased, annually
Mechanics	Overalls/Pants/Shirts	District purchased, laundered

3.9.1.1 Gear purchased by the district and/or any gear purchased with district allowances for employee use shall be used for employment related activities and shall be available during work hours. Employees shall be offered the option to purchase additional shirts or sweatshirts during the District's annual order.

3.9.1.2 If an employee who has been provided a uniform reimbursement transfers or resigns from his/her position within ninety (90) days, the cost of the uniform/uniform reimbursement will be deducted from the employee's next paycheck.

3.9.2 The District agrees to a tool allowance of \$500.00 per year for mechanics who provide their own tools.

3.9.3 The District will provide a cell allowance in the amount of \$35.00 per month in lieu of providing district cell phones for employees in skilled maintenance, HVAC technician, electrician, technology, grounds, warehouse and maintenance/athletic complex caretaker kitchen manager, chief and lead custodian positions, and any night shift position working after 12 AM. Employees will be required to sign the district cell phone allowance agreement (Appendix 4).

### **Section 3.10 Inclement Weather**

3.10.1 In the event snow or hazardous weather forces schools to close or operate on a delayed schedule, the District will notify employees as early as possible regarding work schedules or requirements.

#### 3.10.1.1 Maintenance / Custodial / Grounds:

**School Closed:** Report to work, regular schedule/ if unable to get in, late, etc., contact supervisor; may use personal leave, vacation, unpaid leave, or make arrangements with supervisor to make up time.

**School Late:** Report to work, regular schedule; if unable to get in, arrive late, etc. contact supervisor; may use personal leave, vacation, earned compensatory time, unpaid leave or make arrangements with supervisor to make up time.

#### 3.10.1.2 Bus Drivers:

**School Closed:** Schedules adjusted per student calendar adjustment.

**School Late:** Report as per school delay. A two (2) hour school delay would result in a bus driver arriving two (2) hours after their normal shift began or as directed by the Transportation Manager.

3.10.1.3 All Others:

**School Closed:** Schedules adjusted per student calendar

**School Late:** Report to work regular schedule; if unable to get in, arrive late, etc., contact supervisor; may use personal leave, unpaid leave or make arrangements with supervisor to makeup time

### **Section 3.11 Definition of Employees**

- 3.11.1 Regular employees: A full-time or regular part-time employee who works one hundred eighty (180) days or more. All provisions of this Agreement shall apply to this category of employee.
- 3.11.2 Short term substitutes are employees who work random, short-term assignments. Such job assignments shall not exceed thirty (30) consecutive workdays. Substitute employees have rights to the following provisions of the contract: Article I; Article II; Article III, Section 1, 3, 6, 7, 11, Article IV. Substitutes in all job categories except paraeducators shall be paid at the first step of the salary schedule. Retired UPSD classified employees who return to work as substitute employees shall be paid at Step 4.
- 3.11.3 Long term substitutes are:
1. Those substitutes who work more than thirty (30) work days and no more than one (1) year as a leave replacement.
  2. Those substitutes in special assignments such as Homeless, 504, one-on-one coverage, and special education (bus drivers are excluded from special education only). These substitutes may work up to ninety (90) days without acquiring regular employee status. Substitute employees have rights to the following provisions of the contract: Article I; Article II; Article III, Section 1, 3, 6, 7, 11, 12; Article IV. Substitutes in all job categories except paraeducators shall be paid at the first step of the salary schedule. Retired UPSD classified employees who return to work as substitute employees shall be paid at Step 4.
- 3.11.4 Temporary Special Education Employees  
Paraeducators hired to provide services to specific special education students may be hired on a temporary basis. A temporary employee will be defined as an employee hired on a temporary basis for a specific, clearly defined purpose. The employee will be placed on the appropriate step of the salary schedule and will receive the following rights and benefits: Article I; II; III sections 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, 14, and 15; IV and IX sections 9.1.1, 9.1.2, 9.1.4, and 9.2. Temporary employee status shall not extend beyond ninety (90) work days or into the next school year except by mutual agreement for specific cases. Temporary employees who are employed for more than ninety (90) work days shall become a regular employee on the ninety-first (91st) day of employment.

- 3.11.5 Temporary grounds employees may be added for the summer. The position(s) will be paid at Step 1 for Grounds. Temporary employee status shall not extend beyond ninety (90) work days or into the next school year except by mutual agreement for specific cases.

### **Section 3.12 Student Health Services**

- 3.12.1 The work site administrator shall designate in writing the person(s) responsible to dispense medication on an individual basis. Such authorized person(s) designated to dispense medication shall receive training from the school nurse.
- 3.12.2 Catheters and feeding tube insertion will be done by school nurses or other persons trained to perform such functions.

### **Section 3.13 Posting and Bidding for Bus Drivers**

- 3.13.1 Any transportation runs other than regular assigned runs, extended day runs, swimming runs, shall be defined as activity runs or field trips. Postings will include the minimum number of hours requested, approximate length of trip, and if the trip is a 'Drop and Return'. Drivers would be guaranteed the minimum number of hours requested. Dispatch will take distance and traffic into account when determining whether to post a run as drop and return.

All activity runs or field trips shall be offered to drivers desiring to take them according to seniority provided that, at the option of the District, no driver shall be awarded an activity run or field trip which would require payment of more than three (3) hours of overtime. In such cases the next senior unassigned driver who had previously bid on the activity run shall be offered the run. It is the option of the District to assign over three (3) hours of overtime.

If any driver is unable to take his/her regularly assigned daily run because of taking an activity run or field trip a substitute driver will be called to complete the driver's regular run. Substitution of mid-day runs and extended day runs shall be awarded on the basis of seniority unless a substitute has been assigned for a driver's full shift, no regular drivers are available, or there is less than one (1) hours notice of the need for a substitute.

- 3.13.2 Regular drivers shall have first priority for assignment to special runs. Special runs, which may include charters, shall be arranged through the Transportation Manager with consideration to the following factors:

1. Safety of students and drivers
2. Availability of bus and drivers
3. Distance suitability
4. Unusual, trip-specific needs

The Transportation Manager will notify Association representatives when charters are contracted. The Transportation Manager has the ability to charter or reassign trips when late cancellations have been received from regular drivers. Cancellations are extraordinary circumstances only.

District buses will only transport students within a 175 mile radius of the University Place School District, with the one (1) exception of the yearly Cannon Beach music trip.

- 3.13.3 The Transportation Manager will not be eligible to take extra trips or a regular run except on an emergency basis.
- 3.13.4 Van Usage. Van assignments will be processed through the Transportation Manager. Vans will be available upon request when all driver and safety procedures are in place. Vans will be used for trips that require one (1) or two (2) vans (seven [7] passengers each, plus one [1] driver). If three (3) vans are requested then a bus will be assigned the run. If a bus is assigned the run, the same procedures are followed as per contract language. District vans are to be driven by District employees only.

#### **Section 3.14 Job Descriptions**

- 3.14.1 The District will provide and maintain complete job descriptions for all employees subject to this Agreement.
- 3.14.2 The District will provide the Association and individual employees with copies of their job descriptions. The Association and individual employees will also be provided with any amendments, changes or additions to job descriptions, as they may occur.

#### **Section 3.15 Safety and Emergency**

- 3.15.1 If an employee is in an accident while on duty, the employee shall immediately notify the District. The employee may be placed off duty with or without pay pending district review, subject to due process and the grievance procedure.
- 3.15.2 The District will establish a procedure for addressing emergencies and other special problems occurring during the evening shift. The procedure will be established and communicated to affected employees no later than October 1, 1993.
- 3.15.3 The District will provide a safe working environment, including safe equipment and materials and training where necessary. The District will obey OSHA/WISHA working rules. In addition, the following conditions shall apply:
  - a. The District will use the least hazardous material
  - b. In service training will be provided when necessary
  - c. Proper equipment will be purchased so employees can do hazardous work safely.
- 3.15.4 Employees may report safety concerns to members of the safety committee. Safety committee membership will be published annually. Immediate safety concerns should

be reported to the employee's supervisor. Incident/accident reporting forms can be obtained in the main school/department office or from the employee's supervisor.

### **Section 3.16 Staff Development**

- 3.16.1 In the mutual interests of the District and Association, the District will cause funds to be available which may be used by the employees subject to this Agreement for vocational improvement and staff development.
- 3.16.2 Such funds may be utilized for the following purposes, subject to District approval.
  - 1. Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses and staff development training.
  - 2. Expenses and materials for courses of study within the confines of the District which would be of mutual benefit to the employee and the District.
  - 3. Purchase of recognized vocational courses and staff development training from local, state, or national educational institutes which would mutually benefit the employee and the District.
- 3.16.3 Association staff development requests shall use the following procedures:
  - 1. Requests are made through the program supervisor as per the site process.
  - 2. If denied the employee may submit a request (Appendix 5) to the Assistant Superintendent of Teaching and Learning, or designee, for review.
  - 3. All requests made to Assistant Superintendent of Teaching and Learning, or designee, must be submitted three (3) weeks prior to the registration deadline.
- 3.16.4 To the extent required by the Fair Labor Standards Act, the District shall reimburse employees for the actual costs of attending classes, with prior District approval, and for the actual costs of obtaining and maintaining licenses and/or certificates required by the District as a condition of continued employment. This provision shall not be applicable at the time of original hire or for employees seeking to qualify for a position other than their current position.
- 3.16.5 Subject to the overtime provisions of this agreement, employees shall receive their regular hourly rate of pay when required to perform any work beyond their regular contract.
- 3.16.6 The District will form a staff development and training committee whose purpose shall be to identify staff training needs on an annual basis and make recommendations to management related to the staff development and training program offerings. Management will give consideration to the committee recommendations and provide feedback to the committee as decisions are made. The committee will include Association representation. The Association representatives will be appointed by the Association.
- 3.16.7 The District will provide fourteen (14) hours of paid time and access to appropriate training each year to facilitate completion of the Fundamental Course of Study (FCS).

Paraeducators who have completed the FCS shall be provided fourteen (14) hours of paid time each year to attain clock hours towards certifications as defined by OSPI. Training may be district provided or from another state approved clock hour provider. The district will support the use of Professional Growth Plans (PGP) as allowed by OSPI.

When possible, training towards general, subject matter or advanced certifications beyond the fourteen (14) paid hours will be provided during the regular workday or year (ex. concurrent with certificated training or in-service days, early release conference days, etc). The District will reimburse paraeducators for the cost of general certificates (e-cert).

This training pay is subject to continued state funding.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 4.1 Grievance**

- 4.1.1 Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All time limits refer to calendar days. This timeline will be expanded upon mutual agreement between the District and the Association.
- 4.1.2 The aggrieved employee shall have the right to have an Association representative present during any and all steps of this grievance procedure.
- 4.1.3 The Association may take a grievance through the steps of the grievance procedure and may start the process at Step 2.
- 4.1.4 Nothing contained herein shall be construed to prevent any employee from processing his/her own grievance without Association representation. However, the Association shall have the right to be present at any formal step and make its views known.
- 4.1.5 No Reprisals. There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance. There shall be no threats or reprisals of any kind by the District against any party due to his/her involvement in the grievance procedure.
- 4.1.6 Separate Files. All documents, communications and records dealing with processing of a grievance shall be filed separately and shall not be placed in the individual's personnel file.
- 4.1.7 The Board and Administration will cooperate with the Association in its investigation of any grievance and will furnish the Association information that is required for the processing of any grievance.

- 4.1.8 The District will provide the Association release time to investigate and process any grievance.
- 4.1.9 The grievance form is found in Appendix 1.

## **Section 4.2 Grievance Steps**

- 4.2.1 Step 1: The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association Representative at such discussion.
- 4.2.2 Step 2: If the employee is not satisfied with the results of the meeting, he/she may write the grievance on the Grievance Form (Appendix 1) and present it to his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. All grievances not presented in writing to the immediate supervisor within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall respond to the grievant within seven (7) days.
- 4.2.3 Step 3: If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall refer the matter to the Superintendent or his/her designee within ten (10) days after receiving the supervisor's response. The Superintendent, or his/her designee, shall review the matter and arrange for necessary discussion with the grievant. A written answer to the employee shall be provided no later than ten (10) days after the receipt of the written grievance.
- 4.2.4 Step 4: In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of step two, said grievant may refer the matter to arbitration as provided below:
  - a. If the grievant is unsatisfied with the disposition in step two of the grievance procedure, the grievant may, within ten (10) days, and only with the consent of the Association, submit the matter to arbitration.
  - b. The Association and the Superintendent may agree to an alternate dispute resolution process provided such agreement is in writing and mutually signed by the Association President and the Superintendent. Failure of the alternative shall not prevent the Association from submitting the grievance to arbitration.
  - c. Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration unless excluded by any other provisions of the Agreement in this article.
- 4.2.5 Arbitration Steps:
  - a. To effectuate arbitration, the Association shall request within ten (10) days a list of arbitrators from the American Arbitration Association. Upon receipt of the list of arbitrators, each party shall select their top arbitrators from the list as per directions from the American Arbitration Association.
  - b. The arbitrator shall begin hearings as soon as possible.

- c. The arbitrator shall render his/her decision as soon as possible. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her.
- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The costs of the arbitration and, if requested by the arbitrator, hearing room, transcripts, etc. shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- f. The arbitrator shall be without authority to add to, subtract from, disregard, or alter any terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

## **ARTICLE V - HOLIDAYS AND VACATIONS**

### **Section 5.1 Holidays**

All employees shall receive the following paid holidays:

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. President's Day
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. Day after Thanksgiving
- 10. Christmas Day
- 11. Day before or after Christmas Day

### **Section 5.2 Unworked Holidays**

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

### **Section 5.3 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 the employee's base hourly rate of pay for all hours worked on such holidays. (Section 3.8.4)



## **Section 5.4 Holidays During Vacation**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday.

## **Section 5.5 Vacations**

All employees subject to this Agreement shall be credited with hours of vacation credit, based on regular hours worked during the fiscal year September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Agreement. Vacation schedules for all employees shall be subject to final approval by the District. In the best interest of ending and starting the school year smoothly, custodial staff will normally not be allowed to take vacation during the last five (5) work days of the school year, the five (5) work days after school ends, and the ten (10) work days before the first day of school.

5.5.1 The Vacation Credit to which an employee shall be entitled shall be computed in accordance with the following rules:

- a. An employee with more than one (1) but less than five (5) years' service will earn one (1) hour of vacation credit for each twenty-five (25) hours worked.
- b. An employee with more than five (5) but less than ten (10) years' service will earn one (1) hour credit for each seventeen (17) hours worked.
- c. An employee with more than ten (10) years' service will earn one (1) hour vacation credit for each thirteen (13) hours worked.
- d. Twelve (12) month (260 day) employees will earn one (1) additional day of vacation for each year of service to University Place School District after their twentieth (20<sup>th</sup>) year of service (effective on the anniversary date) up to a maximum of twenty-five (25) days per year.
- e. In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half hour (1/2); otherwise it will be counted as a full hour.
- f. Twelve (12) month employees may be allowed to use some of their vacation time during the school year. The employee must request from his/her supervisor of the vacation days he/she wishes to take and get approval.
- g. Vacation pay will accrue whenever an employee is working, is on paid leave, or is otherwise in pay status.
- h. Vacation pay will be prorated over twelve (12) months.
- i. Notwithstanding the provisions of the preceding sections, it is agreed that for employees working less than full-time (12 months) maximum vacation shall be computed as follows: One (1) year - five (5) days' vacation; two (2) to five (5) years - seven (7) days' vacation; six (6) to nineteen (19) years - ten (10) days' vacation; twenty (20) years or more in University Place School District – twelve (12) days' vacation.

5.5.2 Eligibility for use of vacation credit shall be determined as follows:

Any twelve (12) month employee becomes eligible to use his/her vacation credit as it accrues.

- 5.5.3 For every regular workday from which an employee is absent on vacation, holiday, sick leave, bereavement leave, or emergency leave, the hours of the employee's normal work shift shall be credited as if worked.
- 5.5.4 With District approval, any vacation days currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

## **ARTICLE VI - REDUCTION IN FORCE (RIF)**

- 6.1 In the event of a reduction in force, RIFs will be made within a general job classification, as defined in 1.1.3. RIF shall be defined as a reduction in hours to zero (0) beyond normal attrition - e.g. resignation, retirement, termination. Displaced employees are defined as employees whose position has (positions have) been eliminated and who remain employed by the district.
- 6.2 Employees will be RIFFED on the basis of seniority within a general job classification when qualifications are substantially equal among the affected employees. Seniority shall be defined as the length of service within the general job classification.
- 6.3 The District shall provide the Association with a job classification (as described in Section 3.4.6) seniority list by November 1 of each year. Such seniority lists shall include the seniority status of employees no longer in that job classification.
- 6.4 State and Federal programs and statutes shall be observed where applicable for specially funded programs.
- 6.5 In no case will a new employee be employed by the District while there are RIFFED employees who are qualified for a vacant or newly created position.
- 6.6 Employees whose positions have been eliminated due to RIF (displaced employees) shall have the right, by seniority, to assume any open position for which they are qualified, within the general job classification.
- 6.7 An employee transferred because of RIF may exercise his/her seniority to return to a position similar to that vacated owing to RIF, provided that qualifications are equal to that of others also applying for this position.
- 6.8 Employees to be RIFFED shall receive no less than thirty (30) days' notice prior to lay-off.
- 6.9 The District shall notify the Association prior to RIF notices being sent to employees and provide reports of the financial status of the District as requested.

- 6.10 Employees shall not be bumped or reduced in hours or seniority ranking by school employees who are not represented by the bargaining unit.
- 6.11 Employees who are RIFFED shall retain their seniority for a period of two (2) years.
- 6.12 A RIFFED employee shall upon application, and at his/her option be granted first priority status on the substitute list according to his/her seniority within a general job classification.
- 6.13 RIFFED employees may continue their health, dental and other insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits pursuant to Cobra regulations.
- 6.14 RIFFED employees can apply for any open position in the district for which they are qualified and will be given priority consideration after current employees for two years (based on seniority, qualifications, and program considerations).
- 6.15 When hours are added, Section 3.6.13 shall apply prior to recalling any RIFFED employee on the recall list.
- 6.16 All retained employees face possible reassignment to fill essential vacancies. The annual evaluation of employees so affected shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of regular job classification.

## **ARTICLE VII - EVALUATION**

- 7.1 An employee shall be given a draft copy of any evaluation form prepared by his/her evaluator(s) at least two (2) days prior to any conference to discuss the evaluation. No such evaluation form shall be submitted to the District Office, placed in the employee's personnel file or otherwise acted upon, without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

The evaluation conference will be held at least five (5) working days before the final contracted day of the employee's work year. Should the District fail to issue an employee a performance evaluation, such employee shall be considered to have met all expectations for that evaluation period.

Evaluation forms shall include, when pertinent:

1. Strengths of the employee,
2. Areas of improvement needed,
3. Recommendations for improvement.

- 7.2 Except in the case of an investigation of suspected misconduct, no observation of employee performance will be conducted in a secret or surreptitious manner.

Performance deficiencies, complaints or concerns will be promptly brought to the attention of the employee, to ensure the employee opportunity to correct the deficiency.

- 7.3 Food service workers and custodians will be evaluated by the department supervisor or building administrator, as determined by the District. As a part of the evaluation process, chief custodians and cook managers will provide substantive and meaningful input to the department supervisors, based on their day-to-day observations of staff at the work site.
- 7.4 In the event an employee is given an evaluation with recommendation for improvement, the employee will be given a reasonable amount of time to implement the recommendations.
- 7.5 The employee will have the opportunity to write a rebuttal to his/her evaluation.
- 7.6 An employee shall be given a copy of any evaluation.
- 7.7 Evaluation forms are in Appendix 2.

## **ARTICLE VIII – LEAVES**

The District will comply with all local, state, and federal leave laws such as: Military Caregiver Leave/Covered Service Member Leave/ Qualifying Exigency Leave/ and Domestic Violence Leave. Employees who wish to pursue these leaves or who have questions regarding terms and eligibility for these and other leaves should inquire with the district Human Resources Department.

Employees are advised that Leave Without Pay may affect seniority ranking and retirement credit.

### **Section 8.1 Sick leave**

- 8.1.1 At the beginning of each contract year, full time (2,080 hours) employees will be credited with an advance sick leave allowance of twelve (12) days (96 hours), to be used for absence caused by illness or injury. Sick leave will be prorated for less than full time employees.
- 8.1.2 Sick leave may be accumulated to the number of days worked in the employee's contract year. For purposes of sick leave buy out, however, the maximum accumulation shall be 180 days.
- 8.1.3 Should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of leave, leave benefits will be paid in accordance with his/her normal daily work shift at the time leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

- 8.1.4 Employees on State Industrial Insurance shall be eligible for coordination of State Industrial benefits with sick leave, up to the employee's regular wage. During the time an employee is on an unpaid leave due to an on the job injury for which they are receiving State Industrial time loss, they shall be covered under the District medical program to the same extent as before their leave for up to three (3) months from the time the District obligation to pay runs out.
- 8.1.5 A medical release may be required by the District before an employee is allowed to return to work.
- 8.1.6 An employee claiming benefits for five (5) consecutive work days must have a doctor's signature upon return to work. This note is forwarded to Payroll and/or Human Resources.

## **Section 8.2 Personal Leave**

- 8.2.1 Employees shall receive two (2) days of personal leave per year. Personal leave days can be carried over from one year to the next. No employee may accumulate more than five (5) personal leave days. Personal days may be used non-consecutively and/or two (2) in a row. Use of three (3) or more consecutive days is contingent upon substitute availability, when a substitute is required. Two (2) days may be cashed out in August for hours submitted in June. Hours will be paid at the employee's per diem rate. Cash out is limited to the balance of personal leave hours, not to exceed sixteen (16) hours. The day shall not be used to extend a holiday or vacation, except for extraordinary circumstances at the discretion of the District upon prior written application to Human Resources. This day shall not be taken out of sick leave.
- 8.2.2 If a request for personal leave is denied, the employee may roll the denied personal day into the following school year.

## **Section 8.3 Emergency Leave**

- 8.3.1 Emergency leave of two (2) days may be taken each year. Such days shall be taken out of sick leave.
- The problem must have been suddenly precipitated, must be of such nature that pre planning is not possible, or where preplanning could not relieve the necessity for the employee's absence.
  - The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.
  - When school is in session, weather conditions for local travel to and from school shall not be considered as a valid reason for an emergency leave.
  - Car trouble, with exception of an accident, shall not be a valid reason for emergency leave. In cases where an employee has car trouble, he/she should make other transportation arrangements as expeditiously as possible.
  - In cases of hardship, emergency leave may be connected with other authorized leaves if the conditions meet the criteria of 8.3.1.

## **Section 8.4 Family Illness**

- 8.4.1 Employees shall be granted a leave of absence with pay of not more than three (3) days during a school year, when such absence is occasioned by the illness of any relative residing in the household of the employee and the following family members which necessitates the presence of the employee: spouse, domestic partner, mother, father, son, daughter, sibling, grandchild or equivalent in-laws. Such leave is noncumulative and is not to be taken from sick leave.

In addition to this family illness leave, employees may also utilize their sick leave to care for a child of the employee with a health condition that requires treatment or supervision; or a spouse, domestic partner, parent, parent-in-law, grandchild or grandparent of the employee who has a serious health condition or an emergency condition.

## **Section 8.5 Bereavement Leave**

- 8.5.1 Employees shall be granted a leave of absence with pay of not more than five (5) days, when such absence is occasioned by the death of a relative or close friend.

## **Section 8.6 Maternity/Paternity/Adoption Leave**

- 8.6.1 The following applies to Maternity/Paternity Leave
- a. A maternity disability leave of absence shall be granted to an employee who is disabled due to pregnancy, miscarriage, abortion, childbirth and recovery. The District may request medical certification of disability. Such leave shall be with compensation during the disability, provided the same is available, pursuant to the sick leave provisions of this Article.
  - b. In the event paid sick leave is exhausted, the employee shall be considered on unpaid sick leave until medically able to return to duty, but in no event longer than one (1) full school year.
  - c. Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, provided such leave does not exceed an aggregate of five (5) days in any given year. Such leave may be used for court legal proceedings, home study and evaluation, and required home visitations by the adoption agency, when such matters are not possible to schedule outside regular working hours.

In addition to the above, an employee requesting adoption leave should give written notice to the Employer at least four (4) weeks prior to the anticipated need or as early as the employee learns of his/her adoption date. The request shall include a statement regarding the anticipated return to work. Up to thirty (30) days of sick leave shall be granted for leave taken under this paragraph. In the event paid sick leave is exhausted, the employee may take up to thirty (30) days unpaid adoption leave. Leave under this paragraph shall be for an adopted child of the employee who is under the age of six (6) at the time of placement for adoption.

- 8.6.2 An employee shall not be required to leave work at any arbitrary time period to commence maternity leave.
- 8.6.3 Whenever possible the employee shall give the District two (2) weeks notice of intent to begin leave.
- 8.6.4 Paternity leave will be granted pursuant to RCW 49.78 up to twelve (12) weeks unpaid leave.

### **Section 8.7 Jury Duty Leave**

- 8.7.1 Leave of absence with pay may be granted for jury duty. Any compensation received for jury duty performed on normal work days shall be deducted from the employee's normal pay. The employee shall notify and make an application for the leave to the District when notification to serve on jury duty is received. In the event an employee is released from jury duty prior to serving for the day they should contact their supervisor for direction on returning to work.

### **Section 8.8 Association Leave**

- 8.8.1 Unpaid leaves for use by the Association shall be granted up to thirty-five (35) days per year. When such leave requires the employee(s) to be absent from their assignment, the Association will reimburse the District for the cost of the substitute if one is required.

### **Section 8.9 Military Leave**

- 8.9.1 Employees of the District shall be granted leave of absence if called for military training. The employee must present a copy of his/her written orders to Human Resources. The leave shall be accounted for as vacation time or leave without pay.

### **Section 8.10 Leave of Absence**

- 8.10.1 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 an extended leave of absence for a period not to exceed one (1) year. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.
- 8.10.2 An employee who has completed his/her probationary period shall be entitled to a leave of absence of up to one (1) calendar year in case of protracted illness or injury as certified by his/her physician. Requests for such leave shall be in writing. The employee who is unable to return to work may request an extension of such leave. Any extension shall be at the sole discretion of the District.
- 8.10.3 Personnel who are employed to replace an employee on a protracted leave shall not attain seniority.

- 8.10.4 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credit and sick leave will not accrue while the employee is on leave of absence. Seniority shall not accrue in cases of leaves in excess of ninety (90) days, except for industrial illness or injury where the employee is receiving industrial insurance.

### **Section 8.11 Family & Medical Leave Act of 1993**

- 8.11.1 Nothing in the foregoing sections shall limit an employee's eligibility to request and be granted leave under the terms and conditions of the Family and Medical Leave Act of 1993.

### **Section 8.12 Leave Without Pay**

- 8.12.1 At the discretion of the District, incidental days or short term leaves of absence without pay may be granted to employees. Requests for such leaves are to be sent to the district Human Resource Department. Such leaves shall not be granted for reasons of minor importance or mere convenience (e.g. to obtain less expensive airline tickets or to extend vacations).

### **Section 8.13 Attendance Incentive Program**

- 8.13.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day of monetary compensation for the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day of monetary compensation: provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at rate in excess of one (1) day per month.

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

Money received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

Should the Legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.



## **ARTICLE IX - FISCAL**

### **Section 9.1 Salaries and Employee Compensation**

- 9.1.1 Employees shall be compensated in accordance with the provisions of the Agreement for all hours worked (See Appendix 4).
- 9.1.2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of the 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 X, 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.
- 9.1.3 Incremental steps, where applicable, shall take place on September 1 of each year of this Agreement; provided the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.
- 9.1.4 For purposes of calculating daily hours, the time worked shall be rounded to the next quarter (1/4) hour.
- 9.1.5 Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Prior approval for any travel must be approved by the employee's supervisor. Prior approval shall be secured from the Board of Directors for all out-of-state travel.
- 9.1.6 Employees promoted within a general job classification shall be placed on the lowest salary step which provides them an increase of at least one dollar (\$1) per hour.
- 9.1.7 The District will contract for required DOT physical exams for bus drivers. Use of a personal physician will be the employee's responsibility.

### **Section 9.2 Insurance**

- 9.2.1 The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance. Employees may select optional benefits at their own expense.
- 9.2.2 Employees to the required positions meeting the following three (3) conditions shall be eligible for full insurance coverage under the SEBB program:
  - 1. Meets minimum work hours set forth by SEBB;
  - 2. Holds a qualifying position with the district as set forth in SEBB guidelines;

3. Maintain the employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work the minimum work hours during the eligibility year. In this case, eligibility ends as of the last day of the month in which the change is effective.

- 9.2.3 In the month of September, benefit coverage for eligible employees will begin their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the three (3) eligibility requirements set forth in the Eligibility section above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work the minimum work hours in one year, the employee will become eligible for benefits to begin the month after the minimum work hours.

- 9.2.4 Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31 unless the employee provides a waiver that specifies an earlier separation date.

- 9.2.5 The District and Association will, subject to an annual vote of the employees, offer participation in the Voluntary Employees' Beneficiary Association (VEBA) for all employees.

- 9.2.6 In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees Retirement System the District shall follow applicable State guidelines.

## **ARTICLE X – DURATION**

- 10.1.1 This agreement and any subsequent amendment to it shall become effective upon ratification first by the Association and then by the District. It shall thereafter be executed by the authorized representatives thereof.

- 10.1.2 This agreement shall remain in full force and effect from September 1, 2021 to August 31, 2023.
- 10.1.3 The District and Association are committed to a process of cooperation and collaboration in addressing issues of interest to either party as those issues arise. Either party may, therefore, bring an issue or interest to labor management meetings at any time. Such issue or interest will be addressed pursuant to the Interest-Based Process.
- 10.1.4 Either party may terminate Section 10.1.3 above upon sixty (60) days written notice. If such notice is given, the parties will meet and explore the reasons therefore and will attempt to resolve any conflicts, issues, or other matter which precipitated the notice.
- 10.1.5 Recognizing program changes are a District decision, the Association will have authentic participation and a significant voice in collaborative discussions of potential district budget reductions. In the event the Legislature substantially reduces District funds or there is any major financial setback to the District (e.g. substantial enrollment decline, failure to pass the enrichment levy, loss of Local Effort Assistance (LEA) funding, etc.), this Agreement shall be subject to reopening for the purpose of bargaining on the various monetary items included herein, at the request of either party.
- 10.1.6 In the event the Legislature increases District funds or there is any financial increase to the District, this Agreement shall be subject to reopening for the purpose of bargaining on the various monetary items included herein, at the request of either party.
- 10.1.7 All budget data will be shared with the Association and all budget reduction options offered by the Association will be carefully considered.

Doug McKinney, President  
University Place Classified Association



Date 8-12-21

Jeff Chamberlin, Superintendent  
University Place School District



Date 8/17/21

## APPENDIX 1 – Grievance Form

This form is to be used by a classified employee when filing a grievance review according to Article IV of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO \_\_\_\_\_  
Name Title

FROM \_\_\_\_\_  
Grievant's Name Position

Place \_\_\_\_\_  
School Building Department

1. State the specific grievance. (Include Article and Section of the Collective Bargaining Agreement.)

2. State the grievance. (Include time, place, parties involved, and witnesses.)

3. The relief sought.

Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's signature \_\_\_\_\_ Date \_\_\_\_\_

Supportive documents may be attached.

**APPENDIX 2 – Custodial/Ground/Maintenance Evaluation Form**  
**UNIVERSITY PLACE SCHOOL DISTRICT NO. 83**  
 3717 Grandview Drive West  
 University Place, Washington 98466

## Custodial/Ground/Maintenance

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expect ation s	(2) Meet s expec tation s	(3) Not appli cable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				
6. Follows district, department, and building procedures and processes				

7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				
a. Is thorough and consistent in meeting work standards and in performing required work.				
b. Understands and utilizes the skills necessary to perform duties as listed in job description.				
c. Ensures a hazard-free environment for students, staff and self (i.e. locking doors/windows, securing equipment, safe use of tools, etc.).				
d. Assists other personnel, as may be required for the purpose of completing tasks in a safe and efficient manner.				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

### C. Clear and Defined Recommendations for Improvement

---

RECOMMENDATION      Continue Employment \_\_\_\_\_ Warn \_\_\_\_\_ Terminate Employment \_\_\_\_\_

Note: It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

---

Signature of Employee

---

Signature of Evaluator

---

Date

---

Title

☐

Comments attached

---

Date

**APPENDIX 2a – Nutritional Services Evaluation Form**  
**UNIVERSITY PLACE SCHOOL DISTRICT NO. 83**  
 3717 Grandview Drive West  
 University Place, Washington 98466

## Nutrition Services

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expectations	(2) Meets expectations	(3) Not applicable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				
6. Follows district, department, and building procedures and processes				



7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				

a. Follows district nutrient analysis menu and recipes (including USDA meal pattern guidelines and regulations) and maintains production records.				
b. Follows all district cashiering and emergency lunch procedures.				
c. Follows all health department food safety rules and regulations.				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION Continue Employment\_\_\_\_\_ Warn\_\_\_\_\_ Terminate Employment\_\_\_\_\_

Note:

It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

☐ Comments attached

\_\_\_\_\_  
Date

APPENDIX 2b – Paraeducators Evaluation Form

**UNIVERSITY PLACE SCHOOL DISTRICT NO. 83**

3717 Grandview Drive West  
University Place, Washington 98466

## Paraeducators

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expectations	(2) Meets expectations	(3) Not applicable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				

6. Follows district, department, and building procedures and processes				
7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION Continue Employment\_\_\_\_\_ Warn\_\_\_\_\_ Terminate Employment\_\_\_\_\_

Note: It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

☐

Comments attached

\_\_\_\_\_  
Date

**APPENDIX 2c – RN/LPN Evaluation Form****UNIVERSITY PLACE SCHOOL DISTRICT NO. 83**

3717 Grandview Drive West  
University Place, Washington 98466

**RN/LPN**

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expect ation s	(2) Meet s expec tation s	(3) Not appli cable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				
6. Follows district, department, and building procedures and processes				

7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				

a. Plans and implements individual health care plans for students and communicates the plan to all stakeholders. (RNs only)				
b. Follows all district procedures for administering prescribed medication to students				
c. Monitors students' compliance with state immunization laws				
d. Follows all district procedures for documenting health room visits from students on a daily basis				
e. Assists in coordinating of yearly health screening (Primary and Intermediate Schools)				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION Continue Employment\_\_\_\_\_ Warn\_\_\_\_\_ Terminate Employment\_\_\_\_\_

Note: It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐

Comment attached

**APPENDIX 2d – Security Evaluation Form****UNIVERSITY PLACE SCHOOL DISTRICT NO. 83**

3717 Grandview Drive West  
University Place, Washington 98466

## Security

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expect ation s	(2) Meet s expec tation s	(3) Not appli cable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				
6. Follows district, department, and building procedures and processes				



7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				
a. Patrols school property (ies) to ensure safety of students, staff and the community.				
c. Assists administrators and/or law enforcement officers in investigating incidents occurring on school property.				
b. Supervises student and community use of parking areas; enforces traffic and parking regulations on District property.				
d. Maintains daily records of various activities and actions taken and submits written reports as required.				
e. Maintains good public relations; maintains open and effective channels of communication and establishes good rapport with students and staff.				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION Continue Employment\_\_\_\_\_ Warn\_\_\_\_\_ Terminate Employment\_\_\_\_\_

Note: It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐

Comment attached

**APPENDIX 2e – Technology Services Evaluation Form**  
**UNIVERSITY PLACE SCHOOL DISTRICT NO. 83**  
 3717 Grandview Drive West  
 University Place, Washington 98466

## Technology

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expectations	(2) Meets expectations	(3) Not applicable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				
6. Follows district, department, and building procedures and processes				

7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				

a. Maintains work records, and updates documentation, and makes routine reports				
b. Ability to identify, trouble shoot, and repair hardware, software, and network problems				
c. Maintains confidentiality of information				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION Continue Employment\_\_\_\_\_ Warn\_\_\_\_\_ Terminate Employment\_\_\_\_\_

Note:

It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐ Comment attached

**APPENDIX 2f – Bus Driver Evaluation Form**

UNIVERSITY PLACE SCHOOL DISTRICT NO. 83

3717 Grandview Drive West

University Place, Washington 98466

**Bus Driver**

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) does not meet expectations	(2) Meets expectations	(3) Not applicable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Completes work independently and shows initiative				
2. Communicates and works well with parents and the public				
3. Communicates and works well with other staff, colleagues and direct supervisor				
4. Uses good judgment				
5. Arrives to work on time and leaves at appropriate times				

6. Follows district, department, and building procedures and processes				
7. Completes work effectively and on time				
8. Follows directions and accepts suggestions				
9. Works without close supervision				
10. Performance as related to the job description (see below)				

a. Pre-trip Inspection				
b. Driver's Ability				
c. Pupil Management				
d. Bus Care				
e. Safety & Judgment				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION Continue Employment\_\_\_\_\_ Warn\_\_\_\_\_ Terminate Employment\_\_\_\_\_

Note: It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

---

Signature of Employee

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Signature of Evaluator

---

Date

---

Title

---

Date

☐ Comment attached



**APPENDIX 3 - 2021-22 Salary Schedule**  
**University Place School District Classified Employee Salary Schedule**  
**Effective September 1, 2021**

	<u>Years of Experience</u>				<u>Longevity</u>			
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>6-10</u> <u>years</u>	<u>11-15</u> <u>years</u>	<u>16-20</u> <u>years</u>	<u>21+</u> <u>years</u>
<b><u>SUPERVISION OF STUDENTS</u></b>								
PARA: Supervision (Play, Bus, Lunch, Crossing)	20.94	21.54	22.21	22.82	23.50	24.19	24.87	25.55
PARA: Instructional (IPS, Kinder, LRC, Pre)	22.16	22.77	23.36	23.95	24.67	25.39	26.11	26.83
PARA: Spec. Ed. (Spec. Prog., Access, CTP, 1:1)	23.16	23.77	24.36	24.95	25.70	26.45	27.20	27.95
Behavior Tech	26.49	27.46	28.44	29.41	30.29	31.17	32.05	32.94
LPN, SLPA, PTA, OTA	29.49	30.46	31.44	32.41	33.38	34.35	35.32	36.30
2YR RN - District	33.28	34.26	35.30	36.28	37.37	38.46	39.54	40.63
Assistant Nurse Manager	35.28	36.26	37.30	38.28	39.43	40.58	41.72	42.87
<b><u>TRANSPORTATION</u></b>								
Type C Drivers	22.16							
Bus Drivers	25.44	26.18	26.91	27.47	28.29	29.12	29.94	30.77
Dispatcher / Driver Trainer / Transp Specialist	28.88	29.64	30.49	31.28	32.22	33.16	34.10	35.04
Mechanic	30.25	30.92	31.57	32.23	33.19	34.16	35.13	36.09
Lead Mechanic	35.55	36.22	36.96	37.70	38.83	39.96	41.09	42.22
<b><u>FOOD SERVICE</u></b>								
Food Service Worker	19.21	19.79	20.38	20.99	21.62	22.25	22.88	23.51
Primary / Inter Cook Manager	21.51	22.61	23.50	24.46	25.19	25.92	26.66	27.39
Secondary Cook Manager	23.35	24.35	25.33	26.31	27.10	27.89	28.68	29.47
<b><u>MAINTENANCE &amp; OPERATIONS</u></b>								
Grounds	23.70	24.35	25.01	25.67	26.44	27.21	27.98	28.75
Grounds Technician	27.81	28.73	29.65	30.58	31.49	32.41	33.33	34.24
Maintenance / Athletic Complex Caretaker	26.75	27.65	28.57	29.43	30.31	31.19	32.08	32.96
Skilled Maintenance / HVAC no license	30.72	31.42	32.09	32.73	33.71	34.69	35.67	36.65
Electrician / HVAC Tech	38.92	39.57	40.22	40.87	42.09	43.32	44.54	45.77
Custodian	23.32	24.09	24.89	25.67	26.44	27.21	27.98	28.75
Custodian Lead	24.51	25.28	26.08	26.86	27.66	28.47	29.27	30.08
Custodian Third Shift	23.48	24.29	25.08	25.84	26.62	27.39	28.17	28.94
Secondary Chief Custodian	27.75	28.69	29.63	30.53	31.44	32.36	33.28	34.19
Warehouse	26.83	27.71	28.62	29.49	30.37	31.26	32.14	33.03
District Courier	23.40	24.43	25.46	25.84	26.62	27.39	28.17	28.94
<b><u>SECURITY</u></b>								
Campus Security	23.84	24.41	24.95	25.51	26.28	27.04	27.81	28.57
District Security	22.59	23.20	23.77	24.30	25.03	25.76	26.49	27.22
<b><u>TECH</u></b>								
Tech 2	28.35	29.18	30.14	31.01	31.94	32.87	33.80	34.73
Tech 3	29.55	30.44	31.38	32.36	33.33	34.30	35.27	36.24
Tech 4	30.80	31.76	32.74	33.77	34.79	35.80	36.81	37.83
Tech 5	32.12	33.14	34.13	35.22	36.28	37.33	38.39	39.45
Windows System Administrator	37.59	38.38	39.17	39.96	41.16	42.36	43.56	44.76

**In-District Longevity Experience:** To the salary as listed above effective September 1 of the school year following the 5 year, 10 year, 15 year, and 20 year anniversary is an increase of 3%, 6%, 9%, or 12% per hour.

Promotions - employees placed on the next cell that gives a \$1.00 increase.

Para Substitutes - paid at 90% of Supervision Para, Step 1.

2022-23 Salary Schedule - increased by IPD + 0.5%

## APPENDIX 4 – Cell Phone Allowance Agreement

UNIVERSITY PLACE SCHOOL DISTRICT  
3717 Grandview Drive West  
University Place, Washington 98466

### CELL PHONE ALLOWANCE AGREEMENT

I agree to provide an active personal cellular telephone number to University Place School District as a means of emergency contact and for business use.

In consideration of your business use of your personal cell phone, University Place School District agrees to pay a monthly cell phone allowance of \$35.00 per month.

I acknowledge that this allowance is considered a “fringe benefit” by the IRS and, therefore, is subject to federal withholding and will be paid through the normal payroll process.

This allowance will commence September 1, 2017 or on the first day of the month after this form is signed and will continue as long as you continue to maintain a personal cellular phone and are employed by the University Place School District in your current position as determined in the UPCA Bargaining Agreement in section 3.9.3. Should either of these circumstances change, the allowance will be discontinued.

Cell Phone Allowance

\$35.00 per month

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 5 – UPCA REQUEST FOR STAFF DEVELOPMENT

### University Place School District

3717 Grandview Drive West

University Place, WA 98466

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name of Conference/Training: \_\_\_\_\_

Conference Date: \_\_\_\_\_ Location: \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Purpose of Conference/Meeting: \_\_\_\_\_

☐ Request is hereby made for tuition: \$ \_\_\_\_\_

☐ Request is hereby made for registration fee of: \$ \_\_\_\_\_

Total Estimated Cost: \$ \_\_\_\_\_

☐ Substitute Requested ☐ Hours per Day

Substitute to be paid by: ☐ Building ☐ District

\*Attach a written statement as to benefit the district, students, and/or staff.)

*Please allow at least 3 weeks for processing in order to meet registration deadlines!*

### Action Taken:

*Note: Principal's signature required if forwarding request to the lead administrator in the Teaching and Learning Department to request district staff development funds.*

\_\_\_\_\_  
Date: \_\_\_\_\_  
Building Principal / Supervisor Signature (Required before sending to Teaching and Learning)

\_\_\_\_\_  
Teaching and Learning administrator

☐ Approved ☐ Request Denied – Reason \_\_\_\_\_

Conference/Training to be paid by: ☐ Building ☐ Teaching and Learning

**Reimbursement:** Submit receipt for tuition, books and/or registration on the “Request for Reimbursement” form and submit to Teaching and Learning. Proof of completion (grade report, certificate of completion, transcript, etc.) must be submitted within 10 days of the end of course to substantiate the cost for the auditors. If not complete, the amounts paid for tuition, books, and or registration, etc., will be deducted from the employees pay unless waived by Human Resources after a review of extenuating circumstances.

**Reminder:** Be sure to attach completed registration forms and/or conference information to this request. Receipts must be submitted for all requests for reimbursement.

**Note:** This is a request for conferences that are in-state and do not require overnight trips. Any requests for conferences that require an overnight trip must be submitted on the UPSD Travel Request & Claim form and receive school board approval.

APPENDIX 6a – Shoe/Boot & Clothing Reimbursement Form for Maintenance/Grounds  
University Place School District #83

Maintenance and Grounds staff can purchase **one pair of protective boots per year**. Maintenance and Grounds staff can purchase **rain gear every two years**. The district will reimburse the employee through payroll.

As per Section 3.9.1, “Purchases of reimbursable rain gear must be pre-approved by the Maintenance Manager or designee.”

Employee Name: \_\_\_\_\_

Location: \_\_\_\_\_

Reimbursement Amount: \$ \_\_\_\_\_

- ☐ 1 pair boots not to exceed \$225.00
- ☐ Rubber Boots, as needed, not to exceed \$50/per pair
- ☐ Rain gear, as needed, not to exceed \$225.00 (not more than every two years)

**ORIGINAL ITEMIZED**  
**RECEIPT**

*MUST be attached to this  
form before a check will  
be issued*

If an employee who has been provided a uniform reimbursement transfers or resigns from his/her position within ninety (90) days, the cost of the uniform/uniform reimbursement will be deducted from the employee's next paycheck. (Section 3.9.1.2)

I, the undersigned, do hereby certify under penalty of perjury, that this  
is a just and due claim based on school district policy and has not  
previously been paid.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Date \_\_\_\_\_

**(Send completed form, with receipt attached, to Office Coordinator @ Aux Service**

☐ 9700-64-3160-997-9600-0072-1 (Maintenance)

☐ 9700-62-3160-997-9600-0072-1 (Grounds)

☐ 9700-74-3160-997-9600-0072-1 (Warehouse)

See CBA Art.III, Section 3.9.1

APPENDIX 6b – Shoe Reimbursement Form for Food Service Workers  
**University Place School District #83**

Food Service Workers, who are permanent employees of the district, are eligible for shoe reimbursement for purchasing non-slip shoes with adequate support to prevent injuries, and are required to wear them as part of their uniform. The district will reimburse the employee through payroll.

Employee Name: \_\_\_\_\_

Location: \_\_\_\_\_

Reimbursement Amount: \$ \_\_\_\_\_

**ORIGINAL ITEMIZED  
RECEIPT**

***MUST be attached to this  
form before a check will  
be issued.***

☐

Non-slip shoes with adequate support to prevent injuries, not to exceed \$100.00.

If an employee who has been provided a uniform reimbursement transfers or resigns from his/her position within ninety (90) days, the cost of the uniform/uniform reimbursement will be deducted from the employee's next paycheck. (Section 3.9.1.2)

I, the undersigned, do hereby certify under penalty of perjury,  
that this is a just and due claim based on school district policy  
and has not previously been paid.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Date \_\_\_\_\_

**(Send completed form, with receipt attached, to Office Coordinator @ Aux Services)**

Account Code 9800-44-3160- -9800-0072-1

APPENDIX 6c – Boot Reimbursement Form for Playground Supervisors  
(Primary & Intermediate schools)  
University Place School District #83

Playground supervisors who are permanent employees of the district, are eligible for boot reimbursement annually. The district will reimburse the employee through payroll.

As per Section 3.9.1, “Purchases of reimbursable rain gear must be pre-approved by the Maintenance Manager or designee.”

Boots purchased by the district with district allowances for employee use shall be used for employment related activities and shall be available during work hours. (Section 3.9.1.1)

Employee Name: \_\_\_\_\_

Location: \_\_\_\_\_

Reimbursement Amount: \$ \_\_\_\_\_

☐ All weather boots, as needed, not to exceed \$100.00

**ORIGINAL ITEMIZED**  
**RECEIPT**  
*MUST be attached to this  
form before a check will  
be issued*

If an employee who has been provided a uniform reimbursement transfers or resigns from his/her position within ninety (90) days, the cost of the uniform/uniform reimbursement will be deducted from the employee's next paycheck. (Section 3.9.1.2)

I, the undersigned, do hereby certify under penalty of perjury, that this is a just and due claim based on school district policy and has not previously been paid.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Date \_\_\_\_\_

(Send completed form, with receipt attached, to Office Coordinator @ Aux Services)

Account Code 0100-25-3160- -0000-0072-1 (Supervisor's Account Code)

APPENDIX 6d – Tool/Boot Reimbursement Form for Mechanics  
University Place School District #83

Mechanics, who are permanent employees of the district, are eligible for tool and protective boot reimbursement. The district will reimburse the employee through payroll.

As per Section 3.9.1, “Purchases of reimbursable rain gear must be pre-approved by the Maintenance Manager or designee.”

**ORIGINAL ITEMIZED  
RECEIPT**  
*MUST be attached to this  
form before a check will  
be issued*

Employee Name: \_\_\_\_\_

Location: \_\_\_\_\_

Reimbursement Amount: \$ \_\_\_\_\_

☐ Tools not to exceed \$500.00 - Reimbursement will be made through payroll

☐ Boots not to exceed \$225.00 Reimbursement will be made through payroll

If an employee who has been provided a uniform reimbursement transfers or resigns from his/her position within ninety (90) days, the cost of the uniform/uniform reimbursement will be deducted from the employee's next paycheck. (Section 3.9.1.2)

I, the undersigned, do hereby certify under penalty of perjury,  
that this is a just and due claim based on school district policy  
and has not previously been paid.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Date \_\_\_\_\_

**(Send completed form, with receipt attached, to Office Coordinator @ Aux Services)**

Account Code 9900-53-3160-999-0000-0072-0

APPENDIX 6e – Clothing/Rain Gear Reimbursement Form for Custodians  
**University Place School District #83**

High School / Junior High Chief Custodians and Intermediate and Primary Lead Custodians can purchase rain gear every two years.

As per Section 3.9.1, “Purchases of reimbursable rain gear must be pre-approved by the Maintenance Manager or designee.”

Employee Name: \_\_\_\_\_

Location: \_\_\_\_\_

Reimbursement Amount: \$ \_\_\_\_\_

☐ Rubber boots, as needed, not to exceed \$50/per pair

☐ Rain gear, as needed, not to exceed \$150.00 (chief & day custodians ONLY)

☐ Non-slip safety toe shoes, not to exceed \$100

**ORIGINAL ITEMIZED  
RECEIPT**

***MUST be attached to this  
form before a check will  
be issued***

If an employee who has been provided a uniform reimbursement transfers or resigns from his/her position within ninety (90) days, the cost of the uniform/uniform reimbursement will be deducted from the employee's next paycheck. (Section 3.9.1.2)

I, the undersigned, do hereby certify under penalty of perjury,  
that this is a just and due claim based on school district policy  
and has not previously been paid.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Date \_\_\_\_\_

**(Send completed form, with receipt attached, to Office Coordinator @ Aux Services)**

Account Code 9700-63-3160- -9600-0072-1



## **APPENDIX 7 – Seven Tests of Just Cause**

### **Just Cause - Seven Key Tests**

The basic elements of just cause, which different arbitrators have emphasized, have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element was present.

**Notice:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

**Reasonable Rule or Order:** ‘Was the employer’s rules or managerial order reasonably related to a) the orderly, efficient, and safe operation of the employer’s business and b) the performance that the employer might properly expect of the employee?’”

**Investigation:** “Did the employer before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”

**Fair Investigation:** “Was the employer’s investigation conducted fairly and objectively?”

**Proof:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

**Equal Treatment:** “Has the employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?”

**Penalty:** “Was the degree of discipline administered by the employer in a particular case reasonably related to the following?”

- a) the seriousness of the employee’s proven offense, and
- b) the record of the employee in his service with the Employer?”

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