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AGREEMENT

BETWEEN THE

PUYALLUP SCHOOL DISTRICT

AND THE

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #302**

PUYALLUP CUSTODIAL EMPLOYEES

September 1, 2022 – August 31, 2025

TABLE OF CONTENTS

		Page
1		
2		
3	ARTICLE I	Union Recognition 3
4	ARTICLE II	Union Membership 4
5	ARTICLE III	Probationary Period..... 5
6	ARTICLE IV	Seniority and Prior Working Experience 5
7	ARTICLE V	Evaluations 12
8	ARTICLE VI	Discrimination..... 12
9	ARTICLE VII	Working Hours, Wages and Personnel Policies..... 13
10	ARTICLE VIII	Holidays 16
11	ARTICLE IX	Vacations..... 17
12	ARTICLE X	Leaves 18
13	ARTICLE XI	Leave Sharing..... 24
14	ARTICLE XII	Grievances..... 25
15	ARTICLE XIII	Discipline, Suspension, Termination 27
16	ARTICLE XIV	Pension 27
17	ARTICLE XV	Extra Agreements..... 28
18	ARTICLE XVI	Job Descriptions and Training 28
19	ARTICLE XVII	Insurance 28
20	ARTICLE XVIII	Wages Under This Agreement..... 29
21	ARTICLE XIX	Attendance Program..... 30
22	ARTICLE XX	Substitute Employees..... 31
23	ARTICLE XXI	Labor Management Team 32
24	ARTICLE XXII	Tools and Supplies 32
25	ARTICLE XXIII	Safety..... 32
26		Signature Page..... 33
27	SCHEDULE A	Custodial Salary Schedule 34
28	APPENDIX B	Grievance Form..... 35
29	APPENDIX C	Evaluation Form..... 36-38
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
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1 **AGREEMENT**

2
3 THIS AGREEMENT shall conform in all respects to the letter and spirit of the laws of Washington as
4 presently constituted and as hereafter amended.

5
6 THIS AGREEMENT is made and entered into by and between the Puyallup School District #3,
7 hereinafter referred to as the Employer, and Local #302 of the International Union of Operating
8 Engineers hereinafter referred to as the Bargaining Unit.

9
10 **ARTICLE I**

11 **UNION RECOGNITION AND MANAGEMENT RIGHTS**

12
13
14 **Section 1.01.** The Puyallup School District #3 (the District) recognizes the International Union of
15 Operating Engineers, Local #302 (the Union) as the exclusive bargaining agent in all matters of wages,
16 hours and conditions of employment for all represented custodial employees and regular substitute
17 employees, as noted in Article XX. Regular substitutes shall only be subject to Article I (Union
18 Recognition and Management Rights, Bulletin Board, Inspection Privileges, and No Strike
19 Agreement), Article II (Union Membership), Article VI (Discrimination), §§ 7.01, 7.01.05, 7.06,
20 10.01.04; Article XX (Substitute Employees), Article XXI (Labor Management Team), Article XXII
21 (Tools and Supplies), and Article XXIII (Safety).

22
23 It is agreed that the District and the Union will cooperate in providing vocational rehabilitation
24 opportunities within the bargaining unit.

25
26 The District shall consult with the Union prior to any placements under this section. Persons under this
27 section may be placed in temporary newly created positions, or in existing positions for which no
28 qualified bargaining unit member has applied.

29
30 **Section 1.02 Management Rights.** All management functions, whether heretofore or hereafter
31 exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested
32 exclusively in the District. It is expressly recognized that such functions include but are not limited to
33 the full and exclusive control, direction and operation of the District; the direction and supervision of
34 the working forces; the right to determine the extent to which, and the means and manner by which,
35 the District and the various departments thereof shall be operated or shut down, or production or
36 working forces reduced or increased; and the right to hire, schedule, suspend, promote, demote,
37 transfer, discipline, release, lay off and discharge employees, provided only that such functions shall
38 not be exercised contrary to any provision contained in this Agreement or any law.

39
40 **Section 1.03.** The Union retains all rights except as those rights are limited by the express and specific
41 language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair
42 the right of the Union to conduct its affairs in all particulars except as expressly and specifically
43 modified by the express and specific language of this written Agreement. It is further agreed that
44 nothing contained in this Agreement shall be construed as limiting the Union's right to control its
45 internal affairs and discipline its members who have violated the Union's constitution and by-laws, or
46 who have violated the terms of this Agreement, or who have crossed or worked behind a primary picket
47 line including but not limited to such a picket line at the Employer's premises.

48
49 **Section 1.04 Union Release Time.** Union representatives may be authorized to use release time to
50 transact Union business under the following conditions:

- 1 1. One week's notice shall be required of all such requests (which will be made to the employee's
2 supervisor).
- 3
- 4 2. Approval of the employee's supervisor is required.
- 5
- 6 3. A maximum of five (5) days per year, eight (8) hours per day, will be permitted, for a total
7 release time for the Union of forty (40) hours per year.
- 8
- 9 4. Only one member may be on release at any given time.
- 10
- 11 5. The Union will reimburse the District for the actual cost of the substitute employee during the
12 period of absence.
- 13

14 **Section 1.05 Union Use of District Email.** Union representatives may use the District's internal email
15 system solely to inform their members of upcoming Union meetings.

16

17 **Section 1.06 Observer Compensation.** Employees who participate in bargaining as part of the
18 Union's bargaining team shall be compensated at their normal hourly rate while participating in joint
19 collective bargaining sessions when such sessions occur during the employee's assigned shift,
20 permitting the hours do not result in the employee or any other employee incurring over time.

21

22 **Section 1.07 Bulletin Boards.** The employer agrees to provide suitable space for Bargaining Unit to
23 use as a bulletin board but cannot supply the bulletin board itself. Posting by the Bargaining Unit on
24 such boards are to be confined to official business of the Unit.

25

26 **Section 1.08 Inspection Privileges.** Authorized agents of the Bargaining Unit shall have access to the
27 Employer's establishment during reasonable working hours for the purpose of adjusting disputes,
28 investigating working conditions, and ascertaining that the Agreement is being adhered to, provided,
29 however, that there is no interruption of the District's working schedule.

30

31 **Section 1.09 No Strike Agreement.** There shall not be authorized any strike, slowdown, or any other
32 stoppage of work by the Union, regardless of whether an unfair labor practice is alleged. The employer
33 shall not lock out any employee covered by this Agreement. Should a strike, slow down or stoppage
34 by the Union Members occur, the Union will immediately instruct its members to return to work. If
35 the members of the Union do not resume work as required by this Agreement immediately upon being
36 so instructed, they shall be subject to discipline, including discharge.

37

38 **Section 1.10 Union Representatives.** The Union shall provide the district with the names of its
39 designated representatives and shop stewards.

40 41 42 43 44 45 46 47 48 49

ARTICLE II

UNION MEMBERSHIP

45 **Section 2.01.** An employee's option to join and maintain membership in the Union, as well as the
46 Union's duty to represent members of the bargaining unit shall be in accordance with Chapter 41.56
47 RCW.

1 **Section 2.01.01 New Employees.** The District shall provide an opportunity for the Union
2 representative to meet with new employees (including substitutes), to provide information about
3 the Union, pursuant to RCW 41.56.037.
4

5 **Section 2.02 Dues Deduction.** The District and Union shall comply with the provisions of RCW
6 41.56.110 regarding dues deductions. Written authorizations/revocations received after the District's
7 monthly payroll cutoff date will be processed the following month. The Union will notify the District
8 at least thirty (30) days in advance of any changes in its fees. The District shall be held harmless by the
9 Union for compliance with this article.

10 **ARTICLE III**

11 **PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

12
13
14
15 **Section 3.01.** Probationary Period. Upon hire into a regular position (does not include substitutes), a
16 new employee to the bargaining unit shall serve a probationary period of ninety (90) work days. With
17 notification to the Union, the probationary period may be extended up to sixty (60) work days and shall
18 include a plan of improvement and additional training as needed.
19

20 Articles XII (Grievances) and XIII (Discipline, Suspension, Termination) shall not apply to
21 terminations during a probationary period.
22

23 **Section 3.02.** Upon successful completion of probationary period the new employee shall be classified
24 as a regular employee and shall be credited for all seniority acquired during the probationary period.
25

26 **Section 3.03.** Trial Service Period. Employees (does not include substitutes) who move to a higher-
27 level position shall serve a trial service period of up to forty-five (45) work days. During this time, the
28 employee is evaluated and/or trained in the skills and requirements of the job assignments. Any
29 employee serving a trial service period shall be reassigned to their former position and work station
30 (unless the former position has been filled) or a comparable position if requested by the employee or if
31 found unsatisfactory in the first forty five (45) work days in the trial service position. After the first
32 forty-five (45) work days, such employee may be reassigned, unless the former position has been filled
33 and there are no open comparable positions.
34

35 **ARTICLE IV**

36 **SENIORITY AND PRIOR WORKING EXPERIENCE**

37
38
39 **Section 4.01 Qualifications.** One of the desired qualifications of a Facilities Operations Manager is
40 leadership ability. This will be determined by the employee's training, evaluations, feedback regarding
41 the employee's Sub FOM work, which may be provided by the site FOM and/or Principal (i.e.:
42 performance, leadership ability, customer service, etc.), and work records in the employee's personnel
43 file.
44

45 One of the desired qualifications of any custodian working at the District Administration buildings is
46 the ability to maintain a confidential relationship to the work assignment. This will be determined by
47 the employee's evaluation and the work records in the employee's personnel files.
48

1 **Section 4.01.01 Bidding and Awarding of Lateral Positions.** When qualified employees bid
2 on a lateral, vacant position, the assignment shall be awarded by seniority within the bargaining
3 unit.

4
5 When a “lateral” custodial position becomes open in a building, qualified custodians already
6 holding a regular Custodial position in that building shall have the right of first refusal to the
7 open position, based on seniority, without regard to the bidding process, and in accordance
8 with the following:

- 9
- 10 • Custodians who have not had forty-five (45) days of work in their present position
11 will not be eligible for consideration of a lateral transfer.
- 12 • Custodians may not change assignments laterally more than two (2) times in one
13 contract year.
- 14 • Custodians who have not successfully completed their ninety (90) day probationary,
15 period per Section 3.01, will not be eligible for consideration of a lateral transfer
16 unless the Union and District agree to mutually allow a probationary employee to be
17 considered for a lateral transfer. If a probationary custodian is deemed eligible for a
18 lateral transfer, the following parameters will be used:
 - 19 ○ Probationary employees may only transfer one time during their probationary
20 period, and their seniority for purposes of consideration of their lateral
21 transfer will be zero.
 - 22 ○ Unless the Parties specifically agree to a different resolution, a probationary
23 employee who transfers to a lateral position will be required to complete the
24 remainder of their probationary period, or forty-five (45) days of probation in
25 the new position, whichever is greater. When the probationary employee
26 successfully completes their probationary period, seniority will be granted as
27 set forth in Section 3.02.
- 28 • The Custodian’s current position and the position they are seeking to laterally
29 transfer into must be the same number of hours per day (Custodians may transfer to
30 or from split positions if part of their regular Custodial position is currently in the
31 building of the open position).
- 32 • The Custodian must receive an overall rating of “meets expectations” or “above
33 expectations” on their last evaluation to be eligible for consideration of a lateral
34 transfer, unless an exception is mutually agreed upon by the parties.
- 35

36 **Section 4.02.** All non-substitute vacancies shall be emailed to the employees within thirty (30) business
37 days of the vacancy and will be open for a minimum of ten (10) consecutive business days. Bid
38 procedures shall be contained in the vacancy posting and shall apply to all bidders.

39
40 Applications will not be accepted after the closing date. All vacancies will be filled within thirty (30)
41 business days of the bid closing date, unless the District and the Union agree to postpone postings due
42 to anticipated reductions in budget planning.

43
44 Employees who have not had forty-five (45) days of work in their present position or employees with
45 documented performance or misconduct concerns within the current and/or previous two (2)
46 evaluation years will not be eligible to apply for a higher position (see section 4.07. for additional
47 requirements). Facilities Operations Managers and Assistant Facilities Operations Managers who
48 have not worked forty-five (45) days in their present position may not bid a lateral position in another
49 building. Other custodians may bid on any equal position in any other job location. However, they

1 may not change assignments laterally more than two (2) times in one contract year, and only after
2 completing ninety (90) days of work in their assignment.

3
4 If the Union and District agree to mutually allow a probationary employee to bid on new or open
5 positions while inside their probationary period, the following parameters will be used: Probationary
6 employees may only transfer one time during their probationary period. Probationary employees will
7 be considered “internal” candidates, but their seniority for purposes of consideration of their bid will
8 be zero. Unless the Parties specifically agree to a different resolution, a probationary employee who
9 transfers to a new or open position will restart their ninety (90) or forty-five (45) day probation period.
10 When the probationary employee successfully completes their probationary period, seniority will be
11 granted as set forth in Section 3.02.

12
13 The Union shall be notified of any decision to eliminate a position or the inability to fill the vacancy
14 within thirty (30) business days of the closing date.

15
16 **Section 4.03.** Seniority shall be broken by justifiable discharge or voluntary quit. However, employees
17 returning to the District within two (2) years of separation shall be credited back with all of their former
18 seniority, which may be reinstated only if they return as a substitute in the custodial bargaining group
19 and are then awarded a regular position within the bargaining group within that two year period. The
20 seniority lists shall be brought up to date on September 1 by the District and posted by September 30
21 with copies sent to the Union. Each Facilities Operations Manager will be provided a copy to be posted
22 on a bulletin board in each school for the employees' benefit.

23
24 **Section 4.04 Involuntary Transfer.** An employee may be involuntarily transferred from one work
25 site to another work site for all or part of their work hours, when necessitated by a change in staffing
26 needs, a change in student enrollment, closure/opening of schools, or changes in school boundaries.
27 Involuntary transfers will not be made arbitrarily or capriciously. A change of an employee’s work
28 station/assignment within the same site shall not constitute an involuntary transfer. The Director of
29 Operations will begin the involuntary transfer process by asking for volunteers from the specific site
30 where the transfer needs to be made. If a volunteering employee has a current evaluation rating of
31 “needs improvement” or “unsatisfactory” the District and Union must agree that the employee may
32 volunteer for involuntary transfer. If no employees volunteer, the least senior employee at the specific
33 site where the transfer needs to be taken will be transferred.

34
35 Employees who are involuntarily transferred shall have the right to return to an opening in their former
36 position at the site from which they were involuntarily transferred, for a period of one (1) calendar year
37 from the date of the involuntary transfer. It is the employee’s responsibility to monitor open positions
38 for which the employee may have a return right and to notify the Director of Operations that the
39 employee believes they have a return right for a position before the position closes. If the employee
40 does not notify the Director of Operations of their return right or opts to not return to their former
41 position when it becomes vacant, the employee’s right to return shall end.

42
43 **Section 4.05 Work Force Reductions.** When it is necessary to reduce the work force, the District will
44 meet with the Union to explain the necessity for the reduction. The District shall determine which
45 positions will be eliminated and/or reduced.

46
47 **Section 4.05.01 Reductions.** A reduced-hour employee is one who suffers a reduction in
48 assigned work of four (4) or more hours per day. Reductions-in-hours shall be taken from the
49 most junior employee in the job title, district-wide. To accomplish this, the most junior
50 employee in the job title and shift at the school/site where the reduction needs to take place will

1 be involuntarily transferred to the school/site of the most junior employee in the job title
2 District-wide. The most junior employee in the job title District-wide will be involuntarily
3 transferred to the school/site needing the reduction, and their hours will be reduced accordingly
4 (the two employees will swap schools/sites, so that the reduction can be taken from the most
5 junior employee in the job title, District-wide).
6

7 The reduced-hour employee will be placed on a reduction recall list for the same hours and
8 title of work as they were reduced, for a period of one (1) year. If the employee refuses a recall
9 offer, the employee's recall right will be deemed exhausted.

10
11 **Section 4.05.02 Position Eliminations.** Position Elimination means the loss of the
12 employee's total bargaining unit work hours as a result of a building closure or other reduction.
13 When a position is to be eliminated from a school or other work site, the most junior employee
14 in the job title and shift in which the elimination is being made shall be impacted.
15

16 If there are any impacted employees, prior to vacancies being posted, the impacted employees
17 shall choose assignments from open positions in seniority order. Impacted employees who
18 have chosen a position from those that are vacant are eligible to bid prior to the expiration of
19 forty-five (45) days in their new position.
20

21 If an employee whose position has been eliminated has no opportunity to choose an
22 assignment from open positions, the employee may replace the most junior employee with the
23 same job title, if qualified for the junior employee's position. If the impacted employee is not
24 so qualified, or there are no other jobs with the same title, they may replace the most junior
25 employee with hours equal to their hours at the time of the position elimination in the same
26 pay level (regardless of location), if qualified. If not qualified, or there are no junior employees
27 with the same number of hours in their pay level, the impacted employee will be laid off and
28 placed on the layoff recall list, per Section 4.05.03.
29

30 **Section 4.05.03 Layoff Return Rights.** Employees affected by layoff will be on the District's
31 recall list for two (2) years. Employees affected by layoff will be recalled for a vacant position
32 for which they have the ability and a satisfactory work record. If the recalled employee does
33 not accept the recall, they will be dropped from the recall list. Employees recalled from lay-
34 off status shall retain their previously accrued seniority and longevity accrued at the time of
35 their lay-off and accumulated sick leave and vacation leave provided the leave has not been
36 cashed out or used while employed by another public agency. The District will make
37 reasonable efforts to achieve reductions in force through attrition. However, if any staff are
38 laid off for this reason, they will be added to the custodial substitute pool, if so requested and
39 if qualified.
40

41 An employee who leaves the Bargaining Unit, but continues as an employee of the District,
42 shall have up to one hundred twenty (120) calendar days the right to return to the Bargaining
43 Unit without any loss of previously accrued seniority and to be allowed the right to bid on the
44 next available position. After one hundred twenty (120) calendar days, the employee will lose
45 all Bargaining Unit seniority and a new seniority date will be established when returning to the
46 Bargaining Unit.
47

48 **Section 4.06 Licensed Positions.** Employees applying for or bidding on a position which requires a
49 license or certification must have the license or certificate to be interviewed, or upon mutual agreement

1 by the District and the employee, must obtain such required license within the first sixty (60) working
2 days in the position.

3
4 **Section 4.07 Selection Process.** Assistant High School Facilities Operations Managers will be utilized
5 at their school to fill in when the Facilities Operations Manager at their school is absent. All other
6 Facilities Operations Managers absences will be filled using the Sub-FOM-A list, then the Sub-FOM-
7 B list, in accordance with A and B below. If there is no Sub-FOM-A list substitute available on the
8 first day of an assignment, a B-List Sub-FOM will be assigned. Once an A-List Sub-FOM is available,
9 they will assume the assignment, in place of the B-List Sub-FOM.

- 10
11 A. Substitute Facilities Operations Manager “A” List: Employees that meet the criteria in #1-3
12 below will be placed on the Sub-FOM-A list at their request, and will have priority to
13 assignments, on a rotational basis using the date the employee was placed on the “A” list, for
14 Sub-FOM coverage.

15
16 Absences of Sub-FOMs assigned to an assignment: if a sub-FOM has worked less than thirty
17 (30) working days in an assignment, but needs to be absent for any reason (other than pre-
18 approved vacation or personal leave absences for three (3) days or less), the assignment will
19 be filled by the next Sub-FOM in the rotation. If a Sub-FOM has substituted in an assignment
20 for thirty (30) workdays or more, but needs to be absent, they shall not be rotated out of the
21 assignment, unless they miss three (3) consecutive days of work (excluding pre-approved
22 vacation or personal leave absences for three (3) days or less), or does not meet expectations.

23
24 Sub-FOM-A List Qualifications:

- 25
26 1. Completion of all training classes that will apply toward salary advancement on the
27 custodial salary schedule and leadership/supervisory training.
28 2. Have no documented discipline issues in the current or past two (2) evaluation years.
29 3. An evaluation score of at least “above expectations” on their last evaluation
30

31 Employees must maintain the requirements above to be eligible to remain on the Sub-FOM-A list.

32
33 Employees who are in their probationary period or who have not completed one (1) year of
34 consecutive PSD custodial experience (not including substitute experience) are not eligible to be
35 placed on the Sub-FOM-A list.

36
37 Employees on the Sub-FOM-A list will have preference by seniority (using the employee’s most
38 recent date placed on the Sub-FOM-A list), qualifications, and performance/leadership ability as a
39 Sub-FOM when bidding on a higher position.

40
41 Employees on the Sub-FOM-A list who do not accept a substitute assignment more than once, or
42 who are not reachable by phone when called for a substitute assignment more than three (3) times
43 within a thirty (30) day period will be removed from the substitute list for thirty (30) days at which
44 time the employee may make a written request to be reinstated on the list. If no one on the lists is
45 willing to accept the assignment, the District will attempt to find any available employee to take
46 the assignment before involuntarily making the assignment.

47
48 If a Sub-FOM-A employee is notified of the District’s intention to remove them from the Sub-
49 FOM-A list or the District’s intention to remove them from being eligible to be called for Sub-
50 FOM-A work at a specific school/site, the employees may, within five (5) business days, make a

1 written request for a meeting with the Operations administrator to discuss the decision. After being
2 removed, employees are ineligible for the Sub-FOM-A list or specific school/site (as applicable)
3 for six (6) calendar months.

4
5 B. Substitute Facilities Operations Manager “B” List: Employees that express an interest in
6 becoming a Sub-FOM but do not meet all of the criteria to be on the Sub-FOM- A list, may be
7 placed on the Sub-FOM-B list, provided:

- 8
9 1. They have an overall evaluation rating of at least a “Meets Expectations” and are working
10 towards achieving an “Above Expectations” on their next evaluation;
- 11
12 2. They have no documented discipline issues in the last two years; and
- 13
14 3. They successfully completed at least the leadership training courses and are enrolled in
15 the next training course.

16
17 Employees must maintain all three requirements above to be eligible to remain on the Sub-FOM-
18 B list.

19
20 Employees who are in their probationary period or who have not completed one (1) year of
21 consecutive PSD custodial experience (not including substitute experience) are not eligible to be
22 placed on the Sub-FOM-B list, unless waived at the discretion of the Director of Operations.

23
24 Employees on the Sub-FOM-B list will have priority, on a rotational basis using the date the
25 employee was placed on the “B” list, for Sub-FOM coverage, after work has been offered to
26 employees on the Sub-FOM-A list. Employees on the Sub-FOM-B list will not have preference
27 over other employees when bidding on positions.

28
29 As soon as an employee on the Sub-FOM-B list completes all of the requirements to be on the
30 Sub-FOM-A list, the employee may make a request to be moved to the Sub-FOM-A list, per the
31 Sub-FOM-A process.

32
33 Employees on the Sub-FOM-B list who do not accept a substitute assignment more than twice, or
34 who are not reachable by phone when called for a substitute assignment more than three (3) times
35 within a thirty (30) business day period will be removed from the substitute list for thirty (30)
36 business days at which time the employee may make a written request to be reinstated on the list.
37 If no one on the lists is willing to accept the assignment, the District will attempt to find any
38 available employee to take the assignment before involuntarily making the assignment.

39
40 If a Sub-FOM-B employee is notified of the District’s intention to remove them from the Sub-
41 FOM-B list or the District’s intention to remove them from being eligible to be called for Sub-
42 FOM-B work at a specific school/site, the employee may, within five (5) business days, make a
43 written request for a meeting with the Operations administrator to discuss the decision. After
44 being removed, employees are ineligible for the Sub-FOM-B List or specific school/site (as
45 applicable) for six (6) calendar months.

46
47 C. Facilities Operations Manager, High School Assistant Facilities Operations Manager, Stadium
48 Manager and Floor Crew Facilities Operations Manager Selection Process:

- 1 1. All Facilities Operations Managers must take the three training increments, which shall
2 be Sustainable Cleaning, General Building Maintenance, and a leadership/supervisory
3 training class.
4
5 A. All custodial employees hired before September 1, 1999 shall be grandfathered for
6 lateral transfers, and all custodial employees who have received the third training
7 increment already will not be required to take the General Building Maintenance
8 class to continue to receive this increment.
9
- 10 2. To advance to Elementary Facilities Operations Manager or High School Assistant
11 Facilities Operations Manager, employee must
12
 - Complete the three training classes
 - 13 • Be active on the sub Facilities Operations Manager “A” list and have completed
14 forty-five (45) days of substitution within the previous twelve (12) months as a
15 substitute Facilities Operations Manager
 - 16 • Have an overall rating of “above expectations” on current evaluation
17
- 18 3. To advance to Junior High Facilities Operations Manager, employee must
19
 - Complete the three training classes
 - 20 • Be PSD Elementary Facilities Operations Manager or High School Assistant
21 Facilities Operations Manager for 2+ years within the past 5 years
 - 22 • Have an overall rating of “above expectations” on current evaluation
23
- 24 4. To advance to High School Facilities Operations Manager, Stadium Manager, or Floor
25 Crew Facilities Operations Manager, employee must
26
 - Complete the three training classes
 - 27 • Be PSD Junior High Facilities Operations Manager for 2+ years within the past 5
28 years
 - 29 • Have an overall rating of “above expectations” on current evaluation
 - 30 • Successfully pass applicant testing and interview (Stadium Manager and Floor Crew
31 FOM only)
- 32 5. If there are no internal bidders on an open position or if no internal bidders meet the
33 qualifications in #2, #3 and #4 above, the District will repost the position for consideration
34 of external applicants (internal bidders who did not meet the qualifications in #2, #3 and
35 #4 above may reapply as an external applicant but will have no priority over other external
36 applicants).
37

38 Offers of promotions to the above listed jobs will be made contingent upon successful completion of
39 the leadership class.
40

41 **Section 4.08.** Employees' seniority date will be the first day of regular work (excluding substitute
42 work) in the bargaining unit, as per Section 3.01. When two or more employees begin work on the
43 same day, their placement on the seniority list will be determined by calculating the sum of the last
44 four digits of each employee's social security number; the employee with the highest sum number shall
45 have the highest seniority ranking. If there is a tie based on the sum of the last four digits, then the sum
46 of the two middle digits will be used as the next tie breaker.
47

1 **Section 4.09 Employee Information.** The names, work assignments, work locations, hire date, hours
2 per day per assignment, phone number, mailing address, email address, pay, and salary information of
3 employees shall be provided to the Union representative monthly, after the completion of final payroll.
4

5 **ARTICLE V**

6
7 **EVALUATIONS**
8

9 **Section 5.01.** The District and the Union agree that the primary purpose of evaluation is the
10 improvement of performance. Two essential elements of the evaluation process are fairness and
11 objectivity, which are to be used as guiding principles by the supervisor. Material used in the
12 employee's evaluation is to be of a factual nature and based upon actual observation and documentation
13 whenever possible during the evaluation period. Evaluations should incorporate compliments and/or
14 suggestions for improvements. A successful evaluation process is dependent upon open and honest
15 communication throughout the year between the employee and the supervisor.
16

17 The evaluation form is attached as Appendix C. The District will evaluate employees by May 1
18 annually or when appropriate. Any employee may request an evaluation after ninety (90) workdays of
19 the last evaluation. This evaluation will be completed within thirty (30) business days from date of
20 receipt of written request. An employee must receive an overall rating of “above expectations” on the
21 last evaluation and must not have pending disciplinary action or pending performance issues to be
22 eligible to bid on a vacant position which provides them a salary advancement. An employee must
23 receive an overall rating of “meets expectations” or “above expectations” on the last evaluation to be
24 eligible to bid on a vacant position which does not provide them a salary advancement.
25

26 Any employee with an overall rating of “unsatisfactory” will be provided written notice of the areas of
27 performance that are unacceptable and the plan of improvement support or training that will be made
28 available by the District. The employee will be re-evaluated within ninety (90) workdays. The
29 supervisor will meet with the employee at least every twenty (20) workdays to review the employee’s
30 progress toward improvement. The employee may also request feedback on their progress toward
31 improvement at any time. If the employee is failing to make substantial progress toward improvement,
32 the twenty (20) day reviews shall be provided in writing to the employee and the Union. The District
33 may issue a new evaluation at any time, if the employee makes necessary improvements, or if a decision
34 is made to extend the plan of improvement period prior to the re-evaluation for an additional sixty (60)
35 work days (in cases where there has not been sufficient improvement in work performance). Failure
36 to obtain a satisfactory re-evaluation is grounds for termination.
37

38 Custodial employees will be evaluated by operations management staff. Evaluations of Facilities
39 Operations Managers may also include direct input from the building principal.
40

41 **ARTICLE VI**

42
43 **DISCRIMINATION**
44

45 **Section 6.01.** The District shall abide by all State laws, Federal laws and District Policies governing
46 discrimination.
47

48 **Section 6.02.** No public employer or other person shall directly or indirectly interfere with, restrain,
49 coerce or discriminate against any public employee or group of public employees in the free exercise
50 of their right to organize and designate representatives of their own choosing for the purpose of

1 collective bargaining or in the free exercise of any other right under State or Federal law that applies
2 specifically to the common schools of the State of Washington.

3
4 **ARTICLE VII**

5
6 **WORKING HOURS, WAGES AND PERSONNEL POLICIES**

7
8 **Section 7.01 Overtime.** Working hours and shifts will be established by the employer. Pay for work
9 beyond forty (40) hours per week and eight (8) hours per day will be made at the rate of time and one-
10 half. Illness, injury and emergency leave, vacations and paid holidays, shall be counted as time worked
11 for the purpose of computing overtime. Work on the sixth consecutive day by full-time employees
12 shall be at the rate of time and one-half. Work on Sunday (unless Sunday is included in the employee’s
13 regular work schedule) or the seventh consecutive day shall be at twice the regular rate. Overtime must
14 be authorized through established channels except in extreme emergencies. Regular shift times,
15 including a thirty (30) minute duty-free lunch period and two (2) fifteen-minute rest/break periods for
16 full time employees, shall be established and may be changed on non-student attendance days during
17 the school year, or after five (5) days' notice, except in emergencies involving the safety of person(s)
18 and/or property. Any adjustment in work schedule because of the need to open the school building
19 early on Election Day will not be considered a change in schedule but will be considered as overtime
20 and paid at the regular overtime rate.

21
22 Employees may leave their assigned campus during their duty-free lunch periods, provided that they
23 comply with appropriate sign-out procedures and return to an active work status on time. If the District
24 requires an employee to work through their duty-free lunch, they shall be compensated for the foregone
25 lunch period.

26
27 Except in cases of emergency, all District-required overtime will be made available on a rotating basis
28 to the department or building employees in which overtime is needed, as follows: Overtime for work
29 on High School turf fields will be first offered on a rotational basis to the field custodians at the site.
30 Overtime for work within a school/building will be first offered on a rotational basis to the building
31 custodians at the site. These employees must have at least a “meets expectations” rating on their current
32 evaluation and must have the skill and training required to perform said overtime. If no employees
33 within the department or building are qualified or available to work the overtime, the hours will be
34 offered to other employees of the bargaining unit, in seniority order, who have indicated on a list their
35 desire to work overtime. Employees on the overtime rotation list must have at least a “meets
36 expectations” rating on their current evaluation and must have the skill and training required to perform
37 the overtime work. If no employee accepts an offer of District-required overtime, the District shall
38 direct the overtime to the least senior employee who has the skill and training required to perform the
39 overtime.

40
41 Any employee on the Overtime List who does not accept an overtime assignment more than twice will
42 be removed from the Overtime List for thirty (30) days at which time the employee may make a written
43 request to be reinstated on the list. However, in the event of an emergency, or when particular
44 employees are needed to operate special equipment, the Overtime List need not be used. Further, this
45 section shall not be interpreted to preclude the use of substitutes to increase the size of the custodial
46 crew to complete extra work.

47
48 **Section 7.01.01 Optional Scheduled Overtime.** Any approved hours worked beyond forty (40)
49 hours in any one week or any approved hours worked beyond eight (8) hours in any one day will
50 be paid at a rate of one and one-half (1-1/2) hours for each hour of work for which overtime

1 compensation is required. Optional scheduled overtime may also be taken as compensatory time
2 if approved in advance by the employee's supervisor.
3

4 **Section 7.01.02 Emergency Overtime.** Any time there is an emergency or unplanned callback
5 situation, as determined by the District, the employee may elect overtime pay or comp time.
6 Employees called back for emergencies shall receive no less than two (2) hours pay per call and
7 shall be paid at a rate of one and one-half (1-1/2) hours for each hour of work. On Holidays,
8 Sundays or on the seventh consecutive work day, employees shall be paid double their regular
9 rate.
10

11 **Section 7.01.03 Comp Time Usage and Accrual.** An employee who has accrued comp time
12 and who has requested to use comp time must be permitted to do so within a reasonable period
13 after making the request, provided that the use of the comp time does not unduly disrupt the
14 school district's operation.
15

16 Employees may use "Comp Time" with prior approval under the following conditions:
17

- 18 1. Custodial employees may use comp time on non-school days when in the
19 opinion of the supervisor the use of comp time will create no undue disruption
20 to the completion of custodial work.
21
- 22 2. Custodial employees may request to use comp time on school days if the
23 maximum allowable employee absences for vacation on that same day, per
24 section 9.04.02, have not been exceeded. Approved comp time usage of two (2)
25 hours less, that will not require the use of a substitute to complete the work, shall
26 not count against employee absences for vacation per section 9.04.02.
27
- 28 3. With prior approval from a supervisor, custodial employees may use comp time
29 instead of other leaves when the absence from work is beyond the control of the
30 employee and would otherwise result in the use of sick leave, emergency leave,
31 personal leave or bereavement leave.
32
- 33 4. An employee may accrue more than forty (40) hours of comp time in any one
34 (1) year, but the District may at its option buy down the comp time to forty (40)
35 hours each August 31 for any employee or employees.
36

37 **Section 7.01.04 Stadium Custodian.** The custodian assigned to the Stadium shall have
38 established as their regular work week, Monday through Friday, unless an alternate work
39 schedule is mutually agreed to by the District and the employee. In any given regular work
40 week, if that employee works forty (40) or more hours, then they will be entitled to time and
41 one-half on Saturday (or the 6th consecutive work day) and double time on Sunday (or the 7th
42 consecutive work day). If this employee does not work forty (40) or more hours in a given
43 regular work week, then they will receive straight time for Saturday (or the 6th consecutive work
44 day) work and time and one-half for Sunday (or the 7th consecutive work day) work. If the
45 forty (40) hour level is reached on Saturday (or the 6th consecutive work day), all hours worked
46 beyond that level on Saturday (or the 6th consecutive work day) shall be at time and one-half,
47 and those hours on Sunday (or the 7th consecutive work day) shall be at time and one-half.
48

49 **Section 7.01.05 Rest Break Between Shifts.** Except in an emergency situation as defined by
50 the District, when going from swing to day shift, there shall be at least an eight (8) hour rest

1 break between shifts, unless mutually waived by the District and employee. This requirement
2 shall not be applicable to employees working as sub-FOMs.
3

4 **Section 7.02 Work Days.** Considering the fact that a full-year employee is a person who works 260
5 regular days, when any regular work year exceeds 260 days, provision shall be made by the District to
6 allow an additional non-contract day for each day in excess of the 260-day regular work year.
7 Beginning 2023-24, those non-contract days shall normally occur during spring break and shall first be
8 on Friday and then on Thursday, depending upon the particular year and how it is impacted by the Leap
9 Year feature. However, this non-contract day(s) may be granted as an additional vacation day(s) when
10 it is determined by the Superintendent or designee that it is necessary to maintain a work force during
11 spring break.
12

13 **Section 7.03.** Employees authorized in advance to work a shift regularly filled by an employee in a
14 higher-level position shall receive compensation equal to the higher position from the first day
15 assigned. If an employee has been assigned to such a position before a holiday and has not been
16 reassigned until after the holiday the employee will be paid at the higher rate for the holiday.
17

18 **Section 7.04.** The wage schedules for bargaining unit members, as referred to in Section 1.01, shall be
19 a part of this Agreement. Salaries for new positions shall be established in negotiations with the Union
20 Representative.
21

22 **Section 7.05.** Employees shall be reimbursed for reasonable expenses of mileage, meals, housing
23 and/or registration fees when such employees are on official school district business and have received
24 District prior approval for reimbursement. Reimbursement shall be in accordance with the guidelines
25 set forth on the District's Monthly Reimbursement Report.
26

27 **Section 7.06.** Employees shall have the right to review material in their working file at Facilities and
28 Operations and their personnel file maintained in the District's Human Resources Office, during regular
29 business hours. Inspection shall be in the presence of a District representative. The employee may
30 have a representative of the Union accompany them if so desired. Upon request, copies of the
31 documents in the personnel file shall be provided to the employee. The employee shall pay for the
32 expense of such reproduction, in compliance with district policy and public record request guidelines.
33

34 **Section 7.06.01.** Formal letters and other memoranda of commendation, whether received from
35 the District or outside parties, shall be retained in the employee's working file for one (1) year
36 and may be referenced in the employee's next evaluation.
37

38 **Section 7.07.** The Employer shall notify an employee, in writing, of any material judged by the
39 employer to be of a derogatory nature that has been placed in their personnel file. This notification
40 will be within ten (10) days of the time of the placement of the material in the personnel file.
41

42 Materials judged by the employee to be negative and/or derogatory may be answered by the employee
43 in writing. Such written response shall be attached to the material in question and become a part of the
44 personnel file.
45

46 Employees may make a request to Human Resources to have formal letters of discipline removed from
47 their personnel file after twenty-four (24) months of the discipline issuance. Such requests will be
48 considered on a case by case basis by Human Resources.
49

50 **Section 7.08 Longevity.** Longevity increments are listed separately on attached salary schedule A.

1
2 **Section 7.09 Correction of Pay Errors.** Following notification to the employee, errors resulting in
3 over or underpayments shall be corrected on the next month's payroll. If requested by the employee,
4 the Human Resources Department and the employee will work out a repayment agreement prior to
5 any adjustment to the employee's pay warrant. In the event an employee is notified of an overpayment
6 prior to receiving said payment, the District may elect to deduct the full amount of overpayment from
7 the employee's next pay warrant.

8
9 **Section 7.10 Electronic Payroll Deposit.** All employees shall be paid through direct bank deposit.
10 New employees shall complete a direct deposit form and submit it to the Payroll department within
11 the first five (5) days of hire.

12
13 **ARTICLE VIII**

14
15 **HOLIDAYS**

16
17 **Section 8.01.** The days listed below shall be considered holidays for all employees. Holiday pay for
18 the days listed below will be granted when the employee works or is on paid leave during the regularly
19 scheduled work day before and after the holiday.

--
Holidays

23 2022-23 Holidays:

1. Labor Day	7. New Year's Eve
2. Veteran's Day	8. New Year's Day
3. Thanksgiving Day	9. Martin Luther King Day
4. Day after Thanksgiving Day	10. President's Day
5. Christmas Eve	11. Friday of Spring Vacation
6. Christmas Day	12. Memorial Day
	13. Independence Day

24
25 Holidays beginning September 1, 2023:

1. Labor Day	7. New Year's Eve
2. Veteran's Day	8. New Year's Day
3. Thanksgiving Day	9. Martin Luther King Day
4. Day after Thanksgiving Day	10. President's Day
5. Christmas Eve	11. Memorial Day
6. Christmas Day	12. Juneteenth
	13. Independence Day

26
27 If the State provides funding to the District for the Juneteenth holiday, the District shall reinstate the
28 Friday of Spring Break as a paid holiday.

29
30 When the designated holiday falls on a Sunday or a Saturday, the following Monday or preceding
31 Friday shall be a paid holiday. If the Friday or Monday is already a designated student attendance
32 day, another day in close proximity will be selected by Human Resources. Work required on a holiday
33 shall be paid at two (2) times the regular rate in addition to the regular holiday pay for all hours
34 worked on such holidays, not less than two (2) hours.

1 **Section 8.02.** These paid holidays are for all twelve (12) month, full-time employees. Part-time
2 regular twelve (12) month employees shall receive prorated holidays.
3

4 **Section 8.03.** The District agrees to provide custodial employees with time off for Fair Day when the
5 District provides a general student release for this purpose. The amount of time off for Fair Day will
6 be the same as the amount of time provided for students in their early release. All buildings must be
7 provided with appropriate custodial personnel at the site until all students have been properly released
8 for Fair Day.
9

10 **ARTICLE IX**

11 **VACATIONS**

12
13
14 **Section 9.01 Vacation Accrual.** All employees are entitled to vacation leave. Earned vacation time
15 will accrue monthly on a prorated basis.
16

17 Employees may accumulate a vacation balance of more than forty (40) days within the work year,
18 however employees may not carry a balance of more than forty (40) days of vacation as of September
19 1 annually.
20

21 **Section 9.02 Vacation Allocation For New Employees.** All new employees shall be entitled to ten
22 (10) days of vacation, prorated based on hire date and hours worked.
23

24 **Section 9.03 Annual Vacation Allocation.** After the first year of employment, one (1) additional
25 day per year of vacation shall be added to the employee's annual vacation accumulation for each year
26 of employment to a maximum of twenty-three (23) days of vacation per year.
27

28 **Section 9.04 Vacation Requests and Usage.** All vacations must be approved by the supervisor.
29 Vacations may be scheduled throughout the year for all employees and shall conform as closely as
30 possible to the vacation desired by the employee. Approved vacation schedules will not be changed
31 by the District unless it has received the employee's approval, or an emergency arises. Requests for
32 vacations will be granted based on seniority. Requests may not be made further than twelve (12)
33 months in advance or later than five (5) days in advance of the proposed use. The requirement for
34 stadium employees and the floor crew to provide five (5) days advance notice may be waived if
35 approved by the Stadium Manager and/or Director of Operations. If two employees apply for the
36 same days, creating a scheduling conflict, vacation will be granted first to the employee with the
37 greatest seniority. Vacation requests on In-Service days will not be approved.
38

39 **Section 9.04.01 Vacations During Non-Student Days.** If approved, employees may take a
40 maximum of twenty (20) days of their vacation during the summer (beginning five (5)
41 working days after the last day of school and ending five (5) working days before the first day
42 of school). Vacations may be split to provide time off at Winter and Spring Breaks.
43

44 Summer vacation requests will be approved based on seniority via the 1st and 2nd round
45 processes, with deadlines for submittal. The 1st round will be for requests of five (5) or more
46 consecutive days. The 2nd round will consider all other requests. Following the first two (2)
47 rounds, all other requests will be considered as they are received.
48
49

1 If the District is utilizing a team cleaning schedule, employees will not be approved for
2 vacation leave during their home school's team cleaning (the Director of Operations shall
3 determine each employee's "home school"). Special consideration may be given to those
4 custodians that work at more than one (1) school. Custodians may request an exception due
5 to extreme personal circumstances and may be granted at the discretion of Operations
6 Management. The decision to grant/deny an exception is not subject to grievance.
7

8 **Section 9.04.02 Vacation/Comp Time Usage On Student Days.** There can be no more than
9 one (1) employee per building and no more than three (3) employees in the District on
10 vacation/comp time during any day when school is in session. The District maximum may be
11 increased from three (3) to six (6) employees on vacation/comp time at the same time, at the
12 discretion of the Director of Operations.
13

14 **Section 9.05 Vacation Cash Out.** Upon termination or resignation either voluntary or involuntary,
15 or upon retirement, employees shall receive pay for the number of unused vacation hours earned, up
16 to 240 hours. However, for retirement, vacation in excess of 240 hours may be taken as vacation
17 before retirement.
18

19 ARTICLE X

20 LEAVES

21 **Section 10.01 Leaves Due to Employee's Own Illness**

22
23 **Section 10.01.01 Illness, Injury and Emergency Leave (Sick Leave).** Regular employees
24 shall be allowed twelve (12) days a year for the employee's personal illness, personal injury and
25 emergency leave. Such leave shall be accumulated to a maximum of one hundred eighty (180)
26 days. No deduction from salaries shall be made during these days. Employees working less
27 than a full year shall be allowed personal illness, personal injury and emergency leave on a
28 prorated basis. A doctor's certificate will be required to be submitted automatically to the
29 Operations Department for the following: 1) for an illness lasting more than three (3)
30 consecutive working days, 2) for sick leave used connected directly to the beginning or end of
31 pre-approved vacation/personal leave, 3) for sick leave used on vacation/personal day requests
32 that were previously denied, or at any time if the District observes a pattern which leads it to
33 believe an individual employee may not be using leave in accordance with this section.
34
35

36
37 Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked.
38 Although substitute employees are not eligible to use sick leave, their leave will continue to
39 accrue and will be available for use upon transitioning to a regular position.
40

41 Regular employees shall be entitled to access illness, injury and emergency leave (sick leave)
42 for injury or illness of themselves or a family member due to: 1) a mental or physical illness,
43 injury, or health condition; 2) medical diagnosis, care, or treatment of a mental or physical
44 illness, injury, or health condition; 3) preventative medical care; 4) absences that qualify under
45 the domestic violence leave act. "Family member" shall mean: child (biological, adopted,
46 foster, step, loco parentis, legal guardian or de facto) regardless of age or dependent status, a
47 parent or parent of spouse/domestic partner (biological, in-law, adoptive, de facto, foster, step,
48 loco parentis, or legal guardian), spouse, domestic partner, grandparent, grandchild, or sibling.
49

1 An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious
2 nature beyond the control of the employee which threatens the physical well-being of the
3 employee or employee's immediate family, or property of the employee and is of such nature
4 that preplanning is not possible or could not relieve the necessity for the employee's absence.
5 Application for emergency leave shall be made to the Director of Human Resources.
6

7 An employee, who will be absent, must notify their supervisor of time needed and reason for
8 an absence, a minimum of one hour in advance of their normal shift or earlier, if possible, so
9 a substitute can be obtained. Deduct absences which have not been approved in advance may
10 lead to discipline.
11

12 Illness, injury and emergency leave shall also apply to disabilities caused or contributed to
13 pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
14

15 **Section 10.01.02 Seniority While on Leave.** Absences from a job due to the employee's own
16 sickness or accident shall not result in loss of previously accrued seniority rights for a regular
17 employee for twelve (12) months from the first day of illness or accident. An employee's job
18 assignment will be held for the employee as long as paid leave is available. The employee
19 shall request in writing a Leave of Absence when paid leave is exhausted.
20

21 **Section 10.01.03 Job-Related Injury.** Anytime an employee is sent to the doctor or hospital
22 because of a job-related injury during a work shift, the time lost from the shift will not be
23 deducted from the illness, injury and emergency leave. The employee will return to work if
24 able but will be paid through the scheduled end of the shift whether or not the employee returns
25 to work to complete the shift.
26

27 **Section 10.01.03.01 Worker's Compensation.** Employees covered by
28 Workers' Compensation and State Industrial Insurance laws shall, upon loss of
29 time due to a job-related injury or illness and after establishment of eligibility
30 for such benefits, make a decision regarding use of accumulated regular illness,
31 injury, or emergency leave. Provided further that if the employee has exhausted
32 all sick leave prior to the effective date of the beginning of the Workers'
33 Compensation eligibility, the District will provide up to three (3) additional days
34 of leave or whatever portion thereof is needed. Employees may choose to
35 supplement disability payments from Puget Sound Workers' Compensation
36 Trust with a proportionate share of accrued leave to equal a normal day of pay,
37 choose to receive a full day of appropriate accrued leave benefits in addition to
38 the disability payment, or receive only disability payments from Puget Sound
39 Workers' Compensation Trust. The District will provide an election form when
40 notified of the job-related injury or illness.
41

42 A work-related illness or injury may run concurrently with FMLA. The Human
43 Resources department must be notified of forthcoming absences as a result of a
44 job-related illness or injury. Upon determination of an approved work injury
45 claim, the Human Resources department will determine FMLA eligibility. Upon
46 approval of FMLA eligibility, all related employee absences will be counted
47 toward the employee's annual 12-week FMLA leave entitlement.
48
49

1 The District will continue to pay its share of the employee's health insurance
2 subsidy only each month during the first twelve (12) months provided that the
3 employee furnishes their share to the Business Office each month by check made
4 payable to the health insurance plan carrier.
5

6 The following return rights will apply to employees who have been absent due
7 to an on-the-job injury:
8

- 9 • If the employee is fully released to return to work within twelve (12)
10 months of the date of their on-the-job injury, the employee will be
11 returned to their position held at the time of injury.
- 12 • If the employee is not fully released to return to work within twelve (12)
13 months of the date of their on-the-job injury, or if the total combined
14 time an employee is unable to work their full position within the present
15 or past two (2) calendar years has exceeded twelve (12) months, the
16 position held by the employee prior to the injury will be posted and re-
17 filled by another qualified employee.
 - 18 ▪ When the employee is fully released to return to work, the
19 employee will be offered any available open positions for
20 which the employee is qualified and paid according to that
21 position's placement on the salary schedule. If no such
22 position is available, the employee will be placed on the top
23 of the substitute roster and will be deployed for substitute
24 assignments and paid as a substitute. The employee will be
25 eligible to bid on open positions (other than the initial posting
26 for the position held at the time of work injury) using their
27 District seniority, per Article 4, while working as a substitute.
 - 28 ▪ If the employee refuses to be deployed/paid as a substitute
29 once they are fully released to return to work, the employee
30 will be deemed to have forfeited their restoration rights with
31 the District and must resign.

32 **Section 10.01.03.02.** Employees receive free State Industrial Insurance medical
33 aid for injuries on the job and may be treated by a physician of the employee's
34 choice.
35

36 **Section 10.02 Bereavement Leave.** Up to five (5) days of paid bereavement leave may be granted
37 for each occurrence of death of the employee's spouse, domestic partner, child, parent, grandparents,
38 grandchildren, or sibling. Up to three (3) days of bereavement leave may be granted for each
39 occurrence of death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law,
40 daughter-in-law, or son-in-law (or such equivalents for domestic partners). In unusual circumstances,
41 bereavement leave may be extended up to two (2) additional days at the sole discretion of the Director
42 of Human Resources. Bereavement leave days are noncumulative and not deducted from sick leave.
43
44
45
46
47
48
49

1 **Section 10.03 Subpoena Leave and Jury Duty.**

2
3 **Subpoena Leave.** A leave of absence with pay shall be granted to an employee who is
4 subpoenaed to testify in a court proceeding; provided however, if the employee or the Union
5 is a party to the proceeding, the employee shall not be entitled to leave with pay unless the
6 employee is subpoenaed to testify by the District. The District may require confirmation of
7 subpoena from the employee.
8

9 **Jury Duty.** When an employee covered by this Agreement is called for jury service in any
10 municipal, county, state or federal court, they shall advise the School District upon receipt of
11 such call. If taken from work for such service, the employee shall be compensated at their
12 regular wage for hours served. The District may require confirmation of jury duty attendance
13 from the employee.
14

15 **Section 10.04 Leave Due to Pregnancy/Maternity or Adoption.**

16
17 **Section 10.04.01 Pregnancy/Maternity Leave.** A Pregnancy/Maternity Leave of absence
18 shall be granted to a female employee upon her request for the period of temporary disability
19 as verified by her personal licensed health care provider. Maternity Leave shall be a leave
20 without pay. Illness, Injury and Emergency Leave may be used during the actual period of
21 temporary disability. Child Rearing Leave time, beyond the actual period of temporary
22 disability as defined by a licensed health care provider, shall be available to the employee
23 subject to the provisions of Section 10.04.02.
24

25 The employee who returns to work without going on Child Rearing Leave, Section 10.04.02,
26 shall be reinstated to the position held prior to going on Pregnancy/Maternity Disability Leave.
27

28 **Section 10.04.02 Child Rearing Leave.** Any employee who obtains custody of a minor child
29 through birth, adoption, or any other legal means shall be entitled to an unpaid leave of
30 absence for a specified period of time not to exceed one (1) calendar year. The employee
31 must provide written notification to the Director of Human Resources and the immediate
32 supervisor at least thirty (30) calendar days prior to going on leave. The leave shall be
33 requested for a specific period of time. At the conclusion of the leave, the employee shall be
34 reinstated to an equivalent position if one exists or placed on the reemployment list. For Child
35 Rearing Leave of ninety (90) days or less, the employee may be guaranteed their prior job.
36 Early return from leave shall, at the District's discretion, require ten (10) days' notice.
37

38 **Section 10.05 Non-Medical Leave of Absence.** Upon the recommendation of the immediate
39 supervisor and the Director of Human Resources, an employee may be granted a non-medical leave
40 of absence for a period not to exceed one (1) year for reasons other than the employee's own illness,
41 or the illness of an immediate family member. Leaves greater than three (3) months shall also require
42 approval from the Board of Directors. Leaves taken under this section shall not be used for other
43 income-producing work.
44

45 If the employee returns to work within three (3) months of the beginning date of the leave, the District
46 will return the employee to the position held prior to the non-medical leave. If the employee returns
47 to work after three (3) months but before the expiration of the leave at twelve (12) months from the
48 beginning date of the leave, the employee shall be reinstated to the first available opening where duties
49 are substantially equivalent to the position held prior to the leave. If no such equivalent position is
50 available after six (6) months, the employee's return right will be deemed exhausted and they must

1 resign. During the six (6) months while the District searches for an open, equivalent positions, the
2 employee may bid on other positions using their District Seniority, per Article 4. A refusal by an
3 employee of a substantially equivalent position will be deemed as the employee's forfeiture of their
4 return rights. The employee may also elect to return as a substitute at any time, paid as a substitute.

5
6 Any employee on a non-FMLA leave of absence may continue on District-approved insurance plans
7 at their own expense; provided that they comply with the same payment schedule, rules and
8 procedures applied to COBRA participants.

9
10 **Section 10.06 Family and Medical Leave Act (FMLA and FLA).** Employees may be eligible for
11 additional leave under the Federal Family and Medical Leave Act (FMLA) or the Washington State
12 Family Leave Act (FLA). Employees with questions about eligibility for these leaves should contact
13 Human Resources.

14
15 **Section 10.07 Paid Family Medical Leave (PFML).**

16 Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and
17 funded by premiums paid by both employees and employers, **per statute**. Employee contributions as
18 required are deducted monthly from the employee's pay. This program allows eligible employees to
19 take up to twelve (12) weeks, as needed, when they welcome a new child into their family, are struck
20 by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military
21 connected events. If employees experience multiple events in a given year, they may be eligible to
22 receive up to sixteen (16) weeks, or up to eighteen (18) weeks if the employee experiences a serious
23 health condition with a pregnancy.

24
25 PFML leave will run concurrently with the employee's other leave entitlements. The employee shall
26 not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may
27 choose to supplement with their available paid leave entitlements while on PFML, to make their
28 compensation whole.

29
30 An employee becomes eligible once they have worked eight hundred twenty (820) hours for a
31 Washington-based employer during the previous year. The benefit cannot be taken without a
32 qualifying event. Leave events can be either Family or Medical as stated below.

33
34 Family Leave:

- 35 • Care and bond after baby's birth or placement of a child younger than 18
- 36 • Care for a family member experiencing an illness or medical event
- 37 • Certain military-connected events

38
39 Medical Leave:

- 40 • Care for yourself in relation to an illness or medical event

41
42 Application for PFML benefits is administered directly through the State.

43
44 **Section 10.08 Leave of Absence for employees who have exhausted their FMLA entitlement or**
45 **for employees who are not eligible for FMLA.** Upon completion of an employee's FMLA
46 entitlement or when employees are not eligible for FMLA leave, any employee who has completed
47 the probationary period may be entitled to a leave of absence not to exceed one (1) year in accordance
48 with the leave of absence provisions in District Policy #5409, "Other Leaves."

1 **Section 10.09 Military Absences.** The District will return to employment without loss of previously
2 accrued seniority, employees, except temporary employees, in compliance with the Universal Military
3 Training and Service Act, who have entered the Armed Forces of the United States and have
4 satisfactorily completed their period of training and service under the various regulations governing
5 said service and:

- 6
- 7 1. Are honorably discharged from such services.
- 8
- 9 2. Are still qualified to perform the duties of their respective positions.
- 10
- 11 3. Subsequent to the date of this Agreement, but within ninety (90) days after they are
12 relieved of such service or from hospitalization continuing after discharge for a period of
13 not more than one year, apply to the School District in writing for reemployment, unless
14 it is mutually agreed to extend the time between their discharge and starting to work for
15 the School District.
- 16
- 17 4. All employees filling vacancies caused by the induction into the service, as outlined above,
18 will recognize the seniority of those returning from service and accept such changes in
19 jobs, or loss in jobs, as are necessary as a result of such reinstatement of employees
20 returning from such service.
- 21

22 **Section 10.10 Personal Leave.** Annually in September, employees shall be given four (4) days of
23 personal leave to use throughout the year for important compelling personal matters, including family
24 illness not otherwise covered by sick leave. This leave shall not be used for conducting income
25 producing business and shall not be used for a strike against the Puyallup School District. Personal
26 leave shall not be used on the following “blocked” days: training days, during the employee’s home
27 school’s (the Director of Operations shall determine each employee’s “home school”) team cleaning
28 (if the District is utilizing a team cleaning schedule), or during the first or last five days of school.
29 Part time employees and employees hired after September 1st shall receive personal leave pro-rated
30 based on their FTE and total workdays. An employee may request special consideration for personal
31 leave to be granted during the blocked days for personally compelling reasons.

32
33 The District shall grant personal leave in the order the requests are received provided the requests are
34 made in compliance with the above conditions. Only one (1) personal leave request per building shall
35 be honored per day, and no more than two (2) requests in the District on any day. Employees may
36 request personal leave days as early as one year in advance. If an employee does not have the
37 requested number of personal leave days to use at the time the leave is to be taken, the absence days
38 will be denied and leave without pay will not be available. An employee may request special
39 consideration due to personal compelling reasons for personal leave to be granted on days that have
40 already reached the maximum number of allowed requests.

41
42 Personal leave days may be carried into the following school year, to a maximum accumulation of
43 ten (10) days. A maximum of five (5) days may be used in any work year (September 1 – August
44 30), unless additional use is approved in advance of use by the Director of Human Resources.

45
46 Employees may receive monetary compensation for all of their unused personal leave days
47 annually. Such a request for monetary compensation must be made by June 1 on a form provided by
48 Payroll.

1 **Section 10.11 Accumulation of Seniority, Longevity and Step Increases While on Unpaid Leave.**
2 Seniority and longevity will not continue to accrue while an employee is on any unpaid leave of
3 absence and will be adjusted accordingly. Pay/Step increments will not be awarded to any employee
4 who is on any unpaid leave for more than half of their work year.
5

6
7 **ARTICLE XI**

8
9 **LEAVE SHARING**

10
11 **Section 11.01 Leave Sharing Program.**

12
13 **Section 11.01.01 Receiving Leave Sharing.** An employee is eligible to receive donated leave
14 if the use of shared leave is justified, the employee has abided by District rules regarding sick
15 leave use, provided required medical certification, and the employee has depleted, or will
16 shortly deplete, their annual leave and sick reserves in addition to any of the following:
17

- 18 A. 1. The employee requests shared leave to care for a newborn, newly placed foster child,
19 or adopted child; or
20
21 2. The employee requesting leave suffers from, or has a relative or household member
22 suffering from, an extraordinary or severe illness, injury, impairment, or physical or
23 mental condition which has caused, or is likely to cause, the employee to:
24
25 a. go on leave-without-pay status; or
26 b. resign from their employment
27
28 B. The employee has been called to service in the uniformed services;
29
30 C. A state of emergency has been declared anywhere within the United States by the
31 Federal or State government, and the employee's volunteer service has been accepted
32 by either a governmental agency or to a nonprofit organization involved in
33 humanitarian relief in the devastated area;
34
35 D. The employee is a victim of domestic violence, sexual assault, or stalking; and/or
36
37 E. If the employee is later found to be eligible for industrial insurance benefits, the
38 employee agrees to and shall reimburse the school district for the time loss
39 compensation that is paid to them to the extent that the employee is paid time loss
40 compensation (temporary total disability compensation or loss of earning power
41 compensation) and shared sick leave for the same day(s). An employee will be allowed
42 to use shared sick leave or donated leave to supplement the difference between time
43 loss compensation and either net or full wages.
44

45 The Director of Human Resources shall determine the amount of leave, if any, which a staff member
46 may receive under this policy. Normally a staff member shall not receive more leave than the number
47 of assigned days remaining in the current school year. However, in the event that the condition
48 requiring the employee's absence continues beyond the current school year, the employee shall not
49 receive a total of more than five hundred twenty-two (522) days of leave, except as noted in RCW
50 41.04.665.

1 **Section 11.01.02 Donating Leave Sharing.** District employees may transfer annual leave and sick
2 leave as follows:

3
4 A. A staff member may not request a transfer that would result in an accrued sick leave
5 balance of fewer than 176 hours of sick leave. "Sick Leave" means leave for illness, injury
6 or emergencies of extraordinary or severe nature pursuant to RCW 28A.400.300.

7
8 B. Employees may request interagency leave sharing in accordance with the law and on a
9 cost-neutral basis to the District. Requests shall be made to the Superintendent for
10 consideration on a case by case basis.

11
12 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or
13 financially induced into donating leave.

14
15 The value of leave transferred is based upon the current salary rate of the person receiving the leave.
16 The receiving staff member will continue to be paid their regular rate while on shared leave. For
17 example, if a staff member earning \$26.00 an hour donates one day of leave to someone earning
18 \$13.00 an hour, the recipient would get two days of sick leave. However, if the \$13.00 an hour
19 employee donates one day to the \$26.00 an hour employee, the higher-paid employee would receive
20 one-half day of leave.

21
22 Any leave transferred under this policy which remains unused shall be returned at its original value
23 to the staff member who donated the leave.

24
25 **ARTICLE XII**

26
27 **GRIEVANCES**

28
29 An orderly procedure for processing of employee grievances is a matter of mutual concern for the
30 Union and the District. For purposes of this Agreement a grievance shall be defined as any condition,
31 action, or lack of action of the School District which the employee or Union believes to be a violation,
32 misinterpretation, or misapplication of the provisions of this Agreement. The employee is entitled to
33 have Union representation at any conference held pursuant to this Article. Prior to filing any grievance
34 under this Article, the employee will first informally discuss their concerns with their immediate
35 supervisor as a good faith attempt to resolve any disagreement without the need for further
36 proceedings.

37
38 **Section 12.01 STEP 1:**

39 Within twenty (20) working days following the employee's knowledge of the act or condition which
40 is the basis for a grievance, the employee or the Union may submit a Step 1 grievance in writing to
41 Human Resources. If an employee is filing a grievance on their own, they shall also submit a copy to
42 their union representative. The Step 1 grievance request will utilize the Grievance Form attached as
43 Appendix B to this Agreement. Upon mutual agreement by the Union and District, a grievance may
44 begin at a step higher than Step 1.

45
46 Human Resources will designate an appropriate administrator to hear the grievance. A Step 1
47 conference will be held within ten (10) working days of receipt of the Step 1 Grievance Form, or as
48 mutually agreed.

1 The administrator shall respond in writing within ten (10) working days of the conference and shall
2 include the reason(s) for the decision in the Step 1 written response.

3
4 **Section 12.02 STEP 2:**

5 If the employee or Union is not satisfied with the Step 1 written response, the employee or the Union
6 may submit a Step 2 grievance in writing to Human Resources within ten (10) working days of receipt
7 of the Step 1 written response. The Step 2 grievance request will utilize the Grievance Form attached
8 as Appendix B to this Agreement.

9
10 Human Resources will designate an appropriate administrator to hear the grievance. A Step 2
11 conference will be held within ten (10) working days of receipt of the Step 2 Grievance Form, or as
12 mutually agreed.

13
14 The administrator shall respond in writing within ten (10) working days of the Step 2 conference and
15 shall include the reason(s) for the decision in the Step 2 written response.

16
17 **Section 12.03 STEP 3:**

18 If the employee or the Union is not satisfied with the Step 2 written response, the employee or the
19 Union may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the
20 Superintendent or designee, within ten (10) working days of receipt of the Step 2 decision. The Step
21 3 grievance request will utilize the Grievance Form attached as Appendix B to this Agreement.

22
23 The Superintendent or designee shall respond in writing within ten (10) working days of receipt of
24 the Step 3 grievance request and shall include the reason(s) for the decision in the Step 3 written
25 response.

26
27 **Section 12.04 STEP 4:**

28 If the Union is not satisfied with the Step 3 written response, except for grievances arising from
29 Article V, Evaluations, the Union may request binding arbitration. If the Union elects to seek binding
30 arbitration, it shall within ten (10) working days after receiving the Step 3 written response submit
31 written notice to Human Resources notifying of its decision to seek binding arbitration.

32
33 The Union shall request a list of at least seven (7) arbitrators from the Federal Mediation and
34 Conciliation Service (FMCS) within ten (10) working days after providing notice of its demand to
35 seek binding arbitration under this section. Unless otherwise agreed to between the Union and the
36 District, the parties will determine the arbitrator from this list by alternately striking names from the
37 list.

38
39 The selected arbitrator shall issue their decision within thirty (30) calendar days from the date of the
40 close of the hearing, or from the date the final statements or post-hearing briefs are submitted. The
41 arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and decision.
42 The arbitrator will be without power or authority to make any decision which is outside of this
43 Agreement.

44
45 The decision of the arbitrator shall be submitted to the District and the Union and will be final and
46 binding upon both parties, provided however that the arbitrator's decision is not clearly erroneous,
47 arbitrary and capricious, and is not in violation of state and federal law or the Constitution.

1 The cost of the arbitrator shall be borne equally between the District and the Union. All other
2 expenses shall be borne by the party incurring them, and neither party shall be responsible for the
3 expenses of witnesses called by the other.

4
5 The arbitration shall take place whenever possible during school business hours.

6
7 **Section 12.05 Time Limits.** If the stipulated time limits are not met by the District, the employee or
8 the Union shall have the right to appeal the grievance to the next step. If the stipulated time limits
9 are not met by the employee, the grievance is deemed satisfied and may not be appealed further. The
10 parties may mutually agree in writing to extend the time limits set forth in this procedure.

11
12 **Section 12.06.** The employer shall not discriminate against any individual employee or the Union
13 for taking action under this Article.

14 15 **ARTICLE XIII**

16 17 **DISCIPLINE, SUSPENSION, TERMINATION**

18
19 **Section 13.01.** The District may take disciplinary action against an employee for just cause. A
20 progressive disciplinary policy will normally be followed by the District when deemed necessary to
21 discipline an employee. The District may suspend (without pay) an employee who is unavailable for
22 work due to pending legal restrictions. Progressive Discipline will normally consist of the following:
23 (1) verbal directive (which may include an email follow up), (2) written directive, (3) reprimand (may
24 include suspension), (4) termination. Any disciplinary action taken against an employee shall be
25 appropriate to the behavior which precipitates said action. The following will be considered as being
26 among the causes for disciplinary action or termination: incompetence, insubordination, inability to
27 perform the essential functions of the job in accordance with the Americans with Disabilities Act,
28 willful job abandonment, willful or persistent violation of school laws or policies or regulations,
29 immorality, willful or persistent neglect of duty, addiction to the use of or possession of illegal
30 narcotics or habit-forming drugs. At the request of the employee, they may have Union representation
31 at a discipline hearing.

32
33 **Section 13.02.** Notification of a suspension or termination of an employee shall be provided to the
34 employee in writing prior to implementing the suspension or termination. The cause(s) for the
35 suspension or termination and applicable time limits shall be stated in said notification. A copy of
36 any letters of discipline, suspension, or termination will be sent to the Union unless the employee
37 requests, in writing, that such copies not be provided to the Union.

38
39 **Section 13.03.** Resignation of employment initiated by the employee during the regular work
40 (school) year under circumstances other than covered in Section 13.01 and 13.02 above shall require
41 not less than two (2) weeks' written notice.

42 43 **ARTICLE XIV**

44 45 **PENSION**

46
47 **Section 14.01.** All classified employees who are employed in an eligible position are entitled to
48 membership in and shall derive benefit from the State Employees' Retirement System in accordance
49 with and pursuant to the Laws of Washington State and any amendments thereto authorizing and
50 establishing this System.

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ARTICLE XV

EXTRA AGREEMENTS

Section 15.01. The employer agrees not to enter into any Agreement or Contract with his Employees, individually or collectively, which is inconsistent with the terms of a Collective Bargaining Agreement then in effect.

Section 15.02. Should Puyallup School District determine that it may be appropriate to subcontract work normally performed by bargaining unit members, the District will consult with the Union leadership prior to making a final decision to implement the same.

ARTICLE XVI

JOB DESCRIPTIONS AND TRAINING

Section 16.01. The School District agrees to develop job descriptions and job responsibilities for classified employees covered by this Agreement. In addition, when any new job is created or when an existing job description is modified, the District shall notify the Union to discuss and negotiate the pay scale and job title, if appropriate.

Section 16.02 Licensing Fees. The District shall pay all licenses, fees, training costs, tuition and class time if required for a job.

Section 16.03 Training Committee. A committee comprised of Union and management members will review District training and staff development necessary to both maintain and improve employees' skills. The committee will also review the cost of such training, possible funding sources, and options (such as the use of in-house trainers, etc.)

Section 16.03.01. Annual Trainings. Annually the District will schedule at least two (2) in-service days and at least three (3) FOM Meetings.

Section 16.03.02. Additional Trainings. All Facilities Operations Managers and Assistant Facilities Operations Managers shall be required to take additional training specific to Facilities Operations Manager responsibilities. All employees whose duties require them to operate a boiler shall have the appropriate Boiler license.

ARTICLE XVII

INSURANCE

Section 17.01 Insurance. Employees and substitutes who work or are anticipated to work 630 hours or more in a work year (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction.

1 The contributions identified in this Article are dependent on the state both authorizing and providing
2 funding to pay such benefit allocation. If the state fails to authorize and fund the District to the full
3 extent of the allocation stated above, the District shall pass through any state funding actually received.
4

5 **Section 17.02.** In addition to the above, the District will contribute to other Employee benefits as
6 required by law. Present requirements are:

7
8 FICA, Paid Family Leave, State Retirement: Plan I, Plan II, Plan III, and State Industrial
9

10 **Section 17.03 Vehicle Damage.** Acts of damage to a vehicle parked in the school setting shall be
11 covered by the individual's insurance policy. All damage due to acts of God are the employee's
12 responsibility. However, when an employee's vehicle is damaged in a school setting by vandalism,
13 which includes a reportable hit-and-run incident, or is accidentally damaged by a student, the District
14 will reimburse the amount of the deductible to a maximum of \$2,000 provided that the employee can
15 provide a written verification that they have filed a report with the appropriate law enforcement
16 agency. Employees who have vehicles that are not covered by insurance shall receive the same
17 benefit. Acts of damage to an employee's vehicle caused by the District will be fully covered by the
18 District.
19

20 **ARTICLE XVIII**

21 **WAGES UNDER THIS AGREEMENT**

22
23
24 **Section 18.01.** Employees shall be paid pursuant to the salary schedule included in Schedule A.
25

26 For all years of this agreement, if the legislature provides a salary inflationary increase pursuant to
27 RCW 28A.400.205, the District will pass through such increase to Schedule A.
28

29 The salaries provided in this section and on salary schedule A are dependent upon the State both
30 authorizing and providing funding to the District to pay such salaries. If the State fails to authorize
31 or fund the District to the full extent of the increases stated, the District shall pass through any
32 increases actually received.
33

34 Custodians shall be given all experience increments on September 1 of each year and shall be given
35 all training increments one month following the successful completion of the class. Training will be
36 provided by the School District annually if a minimum of ten (10) employees sign up for a class.
37 There will be no tuition charge for employees attending the local District classes. If one or more of
38 the below-listed training classes is not offered by the District during any contract year, an employee
39 may submit a request to take said training on their own at another institution. The District will
40 determine if the class(es) requested are appropriate for meeting the training requirements.
41

42 The training classes will be:

- 43
- 44 • Sustainable Cleaning
- 45 • General Building Maintenance
- 46 • Leadership/Supervisor Training *(required for promotion or to become a sub Facilities Operations*
47 *Manager)*
48

49 One training increment will be awarded at the completion of each training and will be paid the month
50 following completion.

1
2 **Section 18.02.** New employees who have been hired prior to March 1 of each year shall be entitled
3 to an incremental raise on September 1 for experience as shown in the salary schedule.
4

5 **Section 18.03 Wage Calculations and Payments.** Earnings from the start of the contract to the end
6 of the contract are calculated by applying the hourly rate, times hours per day, times days to be worked
7 in the contract. Total is divided by the number of payments to be made during the contract period to
8 arrive at the monthly warrant amount.
9

10 Substitutes, Extra time, overtime, deduct time and adjustments for L & I payments are made one (1)
11 month after occurrence. All leave usage is recorded in this manner.
12

13 When an employee is promoted or goes to a lesser wage, the contract adjustment will be spread out
14 over the remaining months of the fiscal year in equal amounts.
15

16 In the event the employee owes the District money, the District will work out a payment plan based
17 on the amount owed.
18

19 **Section 18.04 Central Pension Fund.** If the majority of the bargaining unit members vote to do so,
20 employees will divert \$0.50 per hour of their wages to the Central Pension Fund of the International
21 Union of Operating Engineers and Participating Employers, on the account of each member unit. The
22 purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to
23 the provisions of said Pension Fund. Employees may increase their contribution to the fund once
24 annually by written notification to the employer.
25

26 Obligation to the Funds. The Employer and the Union agree to be bound by the respective Agreement
27 and the Declaration of Trust entered into on the date set forth herein for each Fund, as of September
28 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and
29 Participating Employers and by any amendments to either said Trust Agreement, heretofore and
30 hereafter adopted.
31

32 The Employer and Union consent to and accept the terms, conditions and provisions of each written
33 Trust Agreement and as amended, creating each said Fund. The Employer and Union agree that the
34 Trustees named in each said Trust Agreement and their successors are and shall be its representatives
35 and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees
36 made pursuant to and in carrying out the provisions of each said Trust Agreement.
37

38 The total amount due for each calendar month based on regular assignment shall be remitted in a
39 lump sum to each said Fund not later than 10 days after the last business day of each month. Those
40 amounts based on extra assignment shall be remitted once annually.
41
42

43 **ARTICLE XIX**

44 **ATTENDANCE PROGRAM**

45
46
47 **Section 19.01 Non-VEBA Conversion.** Employees may elect an annual conversion of accumulated
48 illness, injury and emergency leave in accordance with number one (1) below. An employee may
49 elect a conversion of illness, injury and emergency leave upon retirement, separation from service or

1 death for monetary compensation in accordance with number two (2) below. The conversion
2 procedures are as follows:

- 3
4 1. Annual Conversion of Accumulated Illness, Injury and Emergency Leave: Any
5 employee who at the end of the immediately previous calendar year shall have
6 accumulated in excess of sixty (60) days of unused illness, injury and emergency
7 leave, may convert unused illness, injury and emergency leave earned the previous
8 year in excess of the said sixty (60) days to monetary compensation at the rate of
9 25 percent of the employee’s current full-time daily rate of compensation for each
10 full day of eligible illness, injury and emergency leave up to twelve (12) days. Any
11 such election shall be made by written notice to Human Resources during the
12 month of January. Any such annual conversion of accumulated illness, injury and
13 emergency leave shall be in accordance with law.
14
- 15 2. Conversion of Illness, Injury and Emergency Leave Upon Retirement/Separation
16 from Service or Death: Any employee who shall retire, separate from service or
17 die while employed by the District may elect (personally or by a personal
18 representative, as appropriate) to convert accumulated unused illness, injury and
19 emergency leave days to monetary compensation at the rate of 25 percent of the
20 employee’s full-time daily rate of compensation at the time of retirement,
21 separation from service or death for each full day of eligible illness, injury and
22 emergency leave up to a maximum of one hundred eighty (180) days. Any such
23 conversion of illness, injury and emergency leave upon retirement, separation
24 from service or death shall be in accordance with the law, including RCW
25 28A.400.210 and RCW 28A.400.212.
26

27 **Section 19.02 VEBA Conversion.** The Union will annually notify the District of its intent to
28 participate in VEBA III. Any such conversion of illness, injury and emergency leave annually or upon
29 retirement, separation from service or death shall be in accordance with the law, including Internal
30 Revenue Code Section 501(c)(9).
31

32 33 ARTICLE XX

34 35 **SUBSTITUTE EMPLOYEES**

36
37 **Section 20.01 Regular Custodial Substitutes.** Custodial Substitutes will be paid according to
38 Schedule A. If Substitutes participate in training classes as stated in Section 18.01, when hired as a
39 permanent employee, they will be paid at the appropriate first-year wage, including training.
40

41 **Section 20.01.01** Regular Substitutes will be given consideration for “on call” assignments,
42 which shall be offered on a rotational basis, and hire as a regular employee. The District shall
43 take into consideration their length of service based on hours worked, documented ability and
44 documented work record. If a substitute is deemed by the District to not be ready to accept a
45 regular position, they may be bypassed for the next junior substitute and rationale will be
46 provided to the substitute.
47

48 **Section 20.01.02 Regular Substitute Due Process.** If a substitute employee is notified of
49 the District’s intention to stop using them as a substitute, the substitute may, within five (5)

1 business days, make a written request for a meeting with the department director to discuss
2 the decision.

3
4 **Section 20.01.03 Regular Substitute Evaluations.** Upon request, each substitute may meet
5 with their supervisor to review the substitute evaluation forms completed for that substitute
6 during the year.

7
8 **Section 20.02 Summer Custodial Substitutes.** Summer substitutes may be hired on an hourly basis
9 to work during summer break, assisting with general cleaning support. Summer substitutes do not
10 accrue seniority and are not eligible to bid as internal applicants on open Custodial positions. Summer
11 substitutes will be compensated per Schedule A, at a rate of 90% of the regular substitute hourly rate
12 of pay.

13
14
15 **ARTICLE XXI**

16
17 **LABOR MANAGEMENT TEAM**

18
19 **Section 21.01.** In the spirit of cooperation, openness and trust, the parties wish to attempt to discuss
20 and resolve problems that arise during the life of this Agreement. To this end, the labor management
21 team will schedule meetings to problem solve.

22
23
24 **ARTICLE XXII**

25
26 **TOOLS AND SUPPLIES**

27
28 **Section 22.01.** The District will supply all the necessary tools and supplies for staff to perform their
29 jobs.

30
31 **ARTICLE XXIII**

32
33 **SAFETY**

34
35 **Section 23.01.** The District is committed to creating and maintaining a safe and healthy workplace for
36 all employees. The District will comply with WAC 296-800-130 regarding communicating and
37 evaluating employee safety and health issues. Such concerns shall be addressed by the parties in labor
38 management meetings per Section 21.01.

THIS AGREEMENT shall be in full force and effect from September 1, 2022 through August 31, 2025 and shall be reopened each year at the request of the Union prior to June 1 to discuss Schedule A. THIS AGREEMENT shall be reopened to negotiation ninety (90) calendar days prior to the anniversary date.

A year is defined as September 1 through August 31 of each year unless specifically addressed in an Article or Section.

Should any provision of this Agreement or any application of this Agreement to any employee or group of employees be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

PUYALLUP SCHOOL DISTRICT #3

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 302,
CUSTODIAL

Amie Brandmire (signature on file) 3/16/23
For the District Date

Jose Miranda (signature on file) 3/16/23
Business Representative Date

APPENDIX A

Puyallup School District 2022-23 Custodial Salary Schedule	Base Hourly Rate					Longevity (years completed)				
	1st Year	2nd Year	3rd Year	4th Year	5th Year	10 Years	15 Years	20 Years	25 Years	30 Years
						\$0.50	\$0.75	\$1.00	\$1.25	\$1.50
Senior High Facilities Operations Manager Floor Crew Facilities Operations Manager Stadium Manager	32.35070	32.35070	32.35070	32.35070	32.35070	32.85070	33.10070	33.35070	33.60070	33.85070
Junior High Facilities Operations Manager	30.59430	30.59430	30.59430	30.59430	30.59430	31.09430	31.34430	31.59430	31.84430	32.09430
Senior High Assist. Fac. Oper. Manager Elementary Facilities Operations Manager	28.60383	28.60383	28.60383	28.60383	28.60383	29.10383	29.35383	29.60383	29.85383	30.10383
Custodian	24.33422	24.94814	25.13066	25.32978	25.70927	26.20927	26.45927	26.70927	26.95927	27.20927
training 1	24.58311	25.14725	25.39615	25.66163	26.04112	26.54112	26.79112	27.04112	27.29112	27.54112
training 2	24.86520	25.36295	25.52889	25.97688	26.35640	26.85640	27.10640	27.35640	27.60640	27.85640
training 3	25.13066	25.57865	25.84414	26.32532	26.70484	27.20484	27.45484	27.70484	27.95484	28.20484
Substitute (Regular) (90% of 1st Year Custodian, level 3, less \$0.05 CPF)	22.56759									
Substitute (Summer) (90% of Reg Sub rate)	20.31083									
<p>All employees on regular shifts during night hours beginning no earlier than 10:00 p.m. shall be paid at the scheduled rate plus \$.50 per hour. The high school weekend custodial positions will run Tuesday through Saturday with an additional \$.20 per hour for that position. The custodian assigned to laundry will receive an additional \$.35 per hour for tool inventory, MSDS Management, and receiving/shipping tasks. The custodians assigned to Sparks Stadium, Jag Field and Rogers Field will receive the custodial salary plus \$.30 per hour. The floor crew will receive an additional \$.50 per hour over custodian rates. The stadium manager will receive an additional \$1.75 per hour above base wage. The floor crew FOM will receive an additional \$1.75 per hour above base wage. The assistant FOM shall be paid at the JH FOM level when filling in for a JH or ELEM FOM. This amount will be paid as a differential. The primary custodian (custodian who's regular work shift is the most hours per week) assigned to ESC and the FOM at Kessler shall receive an additional \$.35 per hour in recognition of supply ordering responsibilities. When the District requires a custodian to step up and serve as Assistant FOM for at least one whole shift, the custodian will receive Assistant FOM wages for that shift.</p>										
<p>Employees with 10, 15, 20, 25 and 30 years of service within the seniority group shall receive the following longevity amounts per hour starting with the pay period following the anniversary date. The amounts shall not be compounded. Longevity Increment (rates are not compounded): 10 years - \$0.50 15 years - \$0.75 20 years - \$1.00 25 years - \$1.25 30 years - \$1.50</p>										
2023-24: State Inflationary Adjustment + 1%										
2024-25: State Inflationary Adjustment + 1%										

TODAY'S DATE _____

APPENDIX B

I.U.O.E. LOCAL NO. 302

(TYPE OR PRINT)

GRIEVANCE FORM

STEP ____

GRIEVANT: _____

EMPLOYER: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TELEPHONE: _____ WORK TELEPHONE: _____

WORK LOCATION: _____ HOURS AT WORK (SHIFT): _____

SUPERVISOR: _____ PHONE: _____

DATE GRIEVANCE FILED: _____ DATE UNION NOTIFIED: _____

SPECIFIC CLAUSE OR PROVISION OF AGREEMENT ALLEGEDLY VIOLATED:

NATURE OF THE GRIEVANCE AND SPECIFIC EVENT GIVING RISE TO THE GRIEVANCE:

ACTION OR REMEDY REQUESTED: _____

Employee/Union: Submit to Assistant Superintendent of HR, Puyallup School District, PO Box 370, Puyallup, WA 98371



PUYALLUP
SCHOOL DISTRICT
A Tradition of Excellence

**APPENDIX C
CUSTODIAL EVALUATION**

Employee Name:

Position(s):

Location:

School Year:

Evaluation Type: Annual 90-Day Other

The general evaluative criteria are not equally weighted; ratings may be negatively impacted by performance that is below criteria in a single area if key aspects of work for the particular position are adversely affected. Criteria marked as "needs improvement" or "unsatisfactory" must be accompanied by comments.

1. Job Knowledge / Job Performance:

Follows cleaning policies and procedures. Performs essential functions of job. Demonstrates skill level appropriate to the job. Complies with Federal State and local regulations and safety expectations. Manages student behavior according to district and school procedures. Exhibits knowledge/proper use/care of equipment. Maintains accurate records and reports and required.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

2. Quality of Work:

Keeps work area clean and functional. Completes work as directed. Shows accuracy and thoroughness in work.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

3. Quantity of Work:

Completes expected quantity of work as directed. Willing to do more when the opportunity exists. Consistently meets productivity standards.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

4. Attendance and Punctuality:

Follows proper procedures when absent, late or returning to work. Maintains acceptable attendance and demonstrates dependability. Punctual and follows established beginning and ending times of work. Includes lunch and breaks (follows applicable laws).

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

5. Interpersonal Skills / Customer Service:

Interacts with mutual respect and dignity. Demonstrates team approach. Refers questions and comments to appropriate personnel. Demonstrates a cooperative and professional attitude in working with co-workers, students, staff and the public. Uses appropriate problem-solving strategies. Handles sensitive issues appropriately.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

6. Communication Skills:

Exchanges information accurately and uses appropriate form of communication for audience. Provides tactful and courteous communication. Uses correct grammar, punctuations and spelling in communications. Uses email and district-issued cell phone effectively.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

7. Initiative and Follow-through:

Demonstrates ability to effectively plan and organize workload. Performs assigned tasks with minimal supervision. Recognizes needs and acts appropriately without direction. Demonstrates ability to deal with non-routine and/or emergency situations. Provides assistance to other team members and situations as needed.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

8. Adaptability:

Adjusts positively to new processes, assignments, and/or working conditions. Responsive and flexible to the needs of staff, students and public.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

9. Professionalism:

Respects, understands and demonstrates confidentiality. Demonstrates the characteristics of a positive role model. Exhibits good judgment and common sense. Presents an appearance appropriate for the assignment. Uses professional tone of voice at all times.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

10. Leadership Skills (FOMs only):

Leads by example, possesses solid work ethic. Exhibits positive people management skills. Communicates well with custodial staff and operations. Effectively manages costs and budget. Provides appropriate feedback and supervision to custodial team. Fosters personal and professional growth within custodial team. Regularly monitors adherence to school/department practices to ensure compliance and maximum efficiency.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

11. School/Department Support (FOMs only):

Works collaboratively with principal, building/department leadership and/or administrative team. Keeps the mission and vision of the district (support of student achievement) in the forefront of all planning, communications, and work. Effectively supports school and/or department.

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

Evaluator's Comments:

Overall Evaluation Rating:

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Signatures:

My signature below indicates that I have received this evaluation; it does not necessarily indicate that I agree with the noted comments or ratings. I understand I may give Human Resources a rebuttal/statement within ten business days of my receipt of this evaluation, to be attached to this evaluation in my personnel file.

Signature of Employee/Evaluated

Printed Name of Employee/Evaluated

Date

Signature of Evaluator

Printed Name of Evaluator

Date