

# **AGREEMENT**

BETWEEN THE

PUYALLUP SCHOOL DISTRICT

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #302

**MAINTENANCE, WAREHOUSE AND PRINT SHOP  
EMPLOYEES**

**September 1, 2022 – August 31, 2025**

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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 District, and Local #302 of the International Union of Operating  
8 Engineers hereinafter referred to as the Bargaining Unit or Union.

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 (Union) as the exclusive bargaining agent in all matters of wages,  
16 hours and conditions of employment for all represented maintenance, warehouse and print shop  
17 employees and regular part-time substitute employees as noted in Article XX. Substitutes shall only  
18 be subject to Article I (Union Recognition and Management Rights), Article II (Union Membership),  
19 Article VI (Discrimination), §§ 7.01, 7.03, 7.08, 10.01.04; Article XX (Substitute Employees), Article  
20 XXI (Labor Management Team), Article XII (Tools), and Article XIII (Safety).

21  
22 It is agreed that the District and the Union will cooperate in providing vocational rehabilitation  
23 opportunities within the bargaining unit.

24  
25 The District shall consult with the Union prior to any placements under this section. Persons under  
26 this section may be placed in temporary newly created positions, or in existing positions for which no  
27 qualified bargaining unit member has applied.

28  
29 **Section 1.02. Management Rights.** All management functions, whether heretofore or hereafter  
30 exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested  
31 exclusively in the District. It is expressly recognized that such functions include but are not limited  
32 to the full and exclusive control, direction and operation of the District; the direction and supervision  
33 of the working forces; the right to determine the extent to which, and the means and manner by which,  
34 the District and the various departments thereof shall be operated or shut down, or production or  
35 working forces reduced or increased; and the right to hire, schedule, suspend, promote, demote,  
36 transfer, discipline, release, lay off and discharge employees, provided only that such functions shall  
37 not be exercised contrary to any provision contained in this Agreement or any law.

38  
39 **Section 1.03.** The Union retains all rights except as those rights are limited by the express and specific  
40 language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair  
41 the right of the Union to conduct its affairs in all particulars except as expressly and specifically  
42 modified by the express and specific language of this written Agreement. It is further agreed that  
43 nothing contained in this Agreement shall be construed as limiting the Union's right to control its  
44 internal affairs and discipline its members who have violated the Union's constitution and by-laws, or  
45 who have violated the terms of this Agreement, or who have crossed or worked behind a primary  
46 picket line including but not limited to such a picket line at the Employer's premises.

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

- 3
- 4 1. One week's notice shall be required of all such requests (which will be made to the  
5 employee's supervisor).
- 6
- 7 2. Approval of the employee's supervisor is required.
- 8
- 9 3. A maximum of five (5) days per year, eight (8) hours per day, will be permitted, for a total  
10 release time for the union of forty (40) hours per year.
- 11
- 12 4. Only one member may be on release at any given time.
- 13
- 14 5. The Union will reimburse the District for the actual cost of the employee during the period  
15 of absence.
- 16

17 The parties recognize the value to both the Union and the District of having employees participate as  
18 part of the negotiations process. Therefore, the District agrees that employees who participate in  
19 bargaining as part of the Union's bargaining team shall be compensated at their normal hourly rate  
20 while participating in joint collective bargaining sessions that occur during their normal working  
21 hours. Joint collective bargaining sessions shall be set at such times as to accommodate both parties  
22 and so as not to cause any other member of the bargaining unit to be compensated for overtime as a  
23 result of the session. This will be limited to a maximum of two (2) members of the bargaining unit.

24

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

27

28 **Section 1.06. Union Ratification Meetings.** Upon mutual agreement by the District and Union, the  
29 Union may hold Union ratification meetings on District property, permitting such meetings do not  
30 cause any employee to leave their regular work responsibilities for more than thirty (30) minutes.

31

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

35

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

40

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

47

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

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**ARTICLE II**

**UNION MEMBERSHIP**

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

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

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

**ARTICLE III**

**PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

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

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

**Section 3.02. Trial Service Period.** Regular employees (does not include substitutes) who move to a higher-level position or to a position in a different seniority group shall serve a trial service period of up to forty-five (45) workdays. During this time, the employee is evaluated and/or trained in the skills and requirements of the job assignments. Any regular employee serving a trial service period shall be reassigned to their former position and workstation or a comparable position if they request or if found unsatisfactory in the first forty-five (45) days in the trial service position. After the first forty-five (45) days, such employee may be reassigned unless the former position has been filled and there are no open comparable positions.

**ARTICLE IV**

**SENIORITY AND PRIOR WORKING EXPERIENCE**

**Section 4.01.** When qualified employees bid on a vacant position, the assignment shall be awarded by seniority. To be deemed qualified for a position, employees must meet the minimum qualification for that position, and successfully pass all testing/interview/bid requirements. Seniority within the employee's seniority group, then bargaining unit seniority, will be given preference in bargaining unit hiring. When employees change positions, they shall retain their seniority group and bargaining unit

1 seniority for two years, which may be reinstated only if they return to their former seniority group  
2 within that two-year period.

3  
4 For the purposes of this Section and Sections 4.02 and 4.04 only, the following seniority groups are  
5 defined:

6  
7 Maintenance: All positions listed on Salary Schedule A.

8  
9 Print Shop: All positions listed on Salary Schedule B.

10  
11 Warehouse: All positions listed on Salary Schedule C.

12  
13 One of the desired qualifications of a Foreman is leadership ability. This will be determined by the  
14 employee's training, evaluations, work records in the employee's personnel file, and  
15 testing/interview/bid results.

16  
17 **Section 4.02.** All vacancies shall be posted on the District website within thirty (30) business days of  
18 the vacancy and will be posted for a minimum of five (5) business days.

19  
20 Applications will not be accepted after the closing date. All vacancies will be filled within thirty (30)  
21 business days of the bid closing date unless the District and the Union agree to postpone postings due  
22 to anticipated reductions in budget planning.

23  
24 Employees who have not had forty-five (45) days of work in their present position or who do not meet  
25 the evaluation eligibility criteria in Section 5.01 will not be eligible to apply for a higher position.

26  
27 Temporary relief employees will be allowed to apply for vacancies and will be considered when the  
28 District hires from outside the District.

29  
30 The Union shall be notified of any decision to eliminate a position or the inability to fill the vacancy  
31 within thirty (30) business days of the closing date.

32  
33 **Section 4.03.** The seniority lists shall be brought up to date on September 1 by the District and posted  
34 by November 1 with copies sent to the Union. Each Crew Foreman will be provided a copy to be  
35 posted in their crew office.

36  
37 **Section 4.04.** Seniority shall be broken by justifiable discharge or voluntary quit. However,  
38 employees returning to the District within two (2) years of separation shall be credited back with all  
39 of their former seniority, which may be reinstated only if they return to a regular position in their  
40 former seniority group within that two-year period. When it is necessary to reduce the workforce, the  
41 District shall determine which seniority group or job title(s) will be affected. Employees will be  
42 transferred into equivalent vacant positions before using displacement or layoff. If it is necessary to  
43 layoff an employee(s), employees shall be laid off by seniority from the seniority group or job title(s)  
44 identified. However, any employee who becomes displaced due to a reduction in the work force shall  
45 be permitted to displace or "bump" the least senior employee occupying a position within a seniority  
46 group where the bumping employee is qualified and had previously attained seniority status; provided  
47 however, that the time the bumping employee had previously spent in the seniority group shall have  
48 been longer than that of the least senior employee about to be displaced and that the bumping employee  
49 is still qualified to hold said position.

1  
2 An employee who becomes displaced due to another employee's exercise of "bumping" rights, shall  
3 also, in a similar fashion, be afforded the right to displace the least senior employee occupying a  
4 position within a seniority group where the bumping employee had previously attained seniority status;  
5 provided however, that the time the bumping employee had previously spent in the seniority group  
6 shall have been longer than that of the least senior employee about to be displaced and that the bumping  
7 employee is still qualified to hold said position.

8  
9 Once an employee has exercised their right to "bump" the least senior employee within a seniority  
10 group, other than their own seniority group, they shall for all purposes other than layoff and benefit  
11 accrual, be considered to have a new seniority date within the seniority group to which they "bumped."  
12 The new seniority date shall be the date they were hired back into their previous seniority group.

13  
14 Employees affected by layoff will be on the District's recall list for two (2) years. Employees affected  
15 by layoff will be recalled for a vacant position for which they have the qualifications, ability and a  
16 satisfactory work record. If the recalled employee does not accept the recall, they will be dropped  
17 from the recall list. Employees recalled from lay-off status shall retain their previously accrued  
18 seniority and longevity accrued at the time of their lay-off, and accumulated sick leave and vacation  
19 leave provided the leave has not been cashed out or used while employed by another public agency.  
20 The District will make reasonable efforts to achieve reductions in force through attrition.

21  
22 An employee who leaves the Bargaining Unit, but continues as an employee of the District, shall have  
23 up to one hundred twenty (120) calendar days the right to return to the Bargaining Unit without any  
24 loss of previously accrued seniority and to be allowed the right to bid on the next available position.  
25 After one hundred twenty (120) calendar days, the employee will lose all Bargaining Unit seniority  
26 and a new seniority date will be established when returning to the Bargaining Unit.

27  
28 **Section 4.05.** Qualified regular employees with satisfactory evaluations who bid on a Maintenance,  
29 Warehouse and Print Shop position, will be interviewed.

30  
31 **Section 4.06.** Employees applying for or bidding on a position which requires a license or certification  
32 must have the license or certificate to be interviewed, or upon mutual agreement by the District and  
33 the employee, must obtain such required license within the first sixty (60) working days in the position.  
34 This provision does not apply to license or certification requirements needed to "bump" employees as  
35 identified in Section 4.04.

36  
37 **Section 4.07.** Employees' seniority date will be the first day of regular work (excluding substitute  
38 work) with the District, as per Section 3.02. When two or more employees begin work on the same  
39 day, their placement on the seniority list will be determined by calculating the sum of the last four  
40 digits of each employee's social security number; the employee with the highest sum number shall  
41 have the highest seniority ranking.

42  
43 The District will maintain the following seniority lists:

- 44  
45 1. District: Name, Seniority Date (As per Section 3.02).  
46  
47 2. Seniority Groups: Name, Seniority Date, Type of License. Lists will be maintained for the  
48 following seniority groups: Warehouse, Maintenance, and Print Shop.  
49

1 **Section 4.08. 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. Performance concerns should be brought to the  
14 attention of the employee in a timely manner. Evaluations should incorporate compliments and/or  
15 suggestions for improvements. A successful evaluation process is dependent upon open and honest  
16 communication throughout the year between the employee and the supervisor.  
17

18 The evaluation form is attached as Appendix E. The District will evaluate employees annually by  
19 August 31 or when appropriate. Any employee may request an evaluation after ninety (90) workdays.  
20 This evaluation will be completed within thirty (30) calendar days from date of receipt of written  
21 request.  
22

23 An employee must receive an overall rating of “above expectations” on the last evaluation and must  
24 not have pending documented disciplinary action or pending performance issues to be eligible to bid  
25 on a vacant Foreman position, unless mutually waived by the parties. An employee must receive an  
26 overall rating of “meets expectations” or “above expectations” on the last evaluation to be eligible to  
27 bid on a vacant non-Foreman position.  
28

29 Any employee with an overall rating of “unsatisfactory” will be provided written notice of the areas  
30 of performance that are unacceptable and the support or training that will be made available by the  
31 District. The employee will be re-evaluated within ninety (90) workdays. The supervisor will meet  
32 with the employee at least every twenty (20) workdays to review the employee’s progress toward  
33 improvement. If the employee is failing to make substantial progress toward improvement, the twenty  
34 (20) day reviews shall be provided in writing to the employee and the Union. The District may issue  
35 a new evaluation if the employee makes necessary improvements or extend the period prior to the re-  
36 evaluation for an additional sixty (60) workdays if there has not been sufficient improvement in work  
37 performance. Failure to obtain a satisfactory re-evaluation is grounds for termination.  
38

39 Members of this bargaining unit will receive their personnel evaluation in person, from one (1)  
40 supervisor.  
41

42 **ARTICLE VI**

43 **DISCRIMINATION**  
44

45  
46 **Section 6.01.** The District shall abide by all State laws, Federal laws and District Policies governing  
47 discrimination.  
48



1 **Section 6.02.** No public employer or other person shall directly or indirectly interfere with, restrain,  
2 coerce or discriminate against any public employee or group of public employees in the free exercise  
3 of their right to organize and designate representatives of their own choosing for the purpose of  
4 collective bargaining or in the free exercise of any other right under State or Federal law that applies  
5 specifically to the common schools of the State of Washington.  
6

7  
8 **ARTICLE VII**

9  
10 **WORKING HOURS, WAGES AND PERSONNEL POLICIES**

11  
12 **Section 7.01. Overtime.** Working hours and shifts will be established by the employer. Pay for work  
13 beyond forty (40) hours per week and eight (8) hours per day will be made at the rate of time and one-  
14 half. Overtime incurred from the employee’s primary maintenance/print shop/warehouse position may  
15 be taken as compensatory time if requested by the employee and approved in advance by the  
16 employee’s supervisor. Illness, injury and emergency leave, vacations, and paid holidays, shall be  
17 counted as time worked for the purpose of computing overtime. Work on the sixth consecutive day  
18 by full-time employees shall be at the rate of time and one-half. Work on Sunday or the seventh  
19 consecutive day shall be at twice the regular rate. Overtime must be authorized through established  
20 channels except in extreme emergencies. The District will authorize more than one (1) employee to  
21 work on an over time job/project when safety considerations necessitate such staffing.  
22

23 **Section 7.01.01. Planned Overtime.** If overtime hours are needed to complete an existing  
24 job/project, the employee who has been working on the job/project shall be offered the  
25 overtime first, regardless of seniority. Except in cases of emergency, all other District-required  
26 overtime will be made available to employees within the job classification which overtime is  
27 needed. These employees must have at least a “meets expectations” rating on their current  
28 evaluation and must have the skill and training required to perform said overtime. If no  
29 employees within the job classification are available to work the overtime, the hours will be  
30 offered to other employees of the bargaining unit who have indicated on a list their desire to  
31 work overtime. Employees on the overtime rotation list must have at least a “meets  
32 expectations” rating on their current evaluation and must have the skill and training required  
33 to perform the overtime work. The District will authorize more than one (1) employee to work  
34 on an over time job/project when safety considerations necessitate such staffing. If no  
35 employee accepts an offer of District-required overtime, the District shall direct the overtime  
36 to the least senior employee who has the skill and training required to perform the overtime.  
37

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

45 **Section 7.01.02. Optional Scheduled Overtime.** Any approved hours worked beyond forty  
46 (40) hours in any one week or any approved hours worked beyond eight (8) hours in any one  
47 day will be paid at a rate of one and one-half (1-1/2) hours for each hour of work for which  
48 overtime compensation is required. Optional scheduled overtime may also be taken as  
49 compensatory time if approved in advance by the employee’s supervisor.

1  
2 **Section 7.01.03. Emergency Overtime.** Any time there is an emergency or unplanned  
3 callback situation, as determined by the District, the employee may elect overtime pay or comp  
4 time. Employees called back for emergencies shall receive no less than two (2) hours pay per  
5 call and shall be paid at a rate of one and one-half (1-1/2) hours for each hour of work. On  
6 Holidays, Sundays or on the seventh consecutive workday, employees shall be paid double  
7 their regular rate. The District will authorize more than one (1) employee to work on an over  
8 time job/project when safety considerations necessitate such staffing.  
9

10 **Section 7.01.04. Comp Time Usage and Accrual.** An employee who has accrued comp time  
11 and who has requested to use comp time must be permitted to do so within a reasonable period  
12 after making the request, provided that the use of the comp time does not unduly disrupt the  
13 school district's operation.  
14

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

- 17 1. Employees may use comp time with the prior approval of the supervisor when in the  
18 supervisor's opinion it will create no undue disruption to the completion of work within the  
19 department.  
20
- 21 2. Employees may use the days approved (as above) even on days when school is in session.  
22
- 23 3. With prior approval from a supervisor, employees may use comp time instead of other  
24 leaves when the absence from work is beyond the control of the employee and would  
25 otherwise result in the use of sick leave, emergency leave, personal leave or bereavement  
26 leave.  
27
- 28 4. An employee may accrue more than forty (40) hours of comp time in any one (1) year, but  
29 the District may at its option buy down the comp time, at a rate of one and one-half (1-1/2)  
30 hours for each hour of comp time, to forty (40) hours each August 31 for any employee or  
31 employees.  
32

33 **Section 7.02. Rest Break Between Shifts.** Except in an emergency situation as defined by the  
34 District or when requested by an employee to accommodate a change in work shift around a school  
35 break, there shall be at least an eight (8) hour rest break between shifts when going from swing to  
36 day shift, unless mutually waived by the District and employee.  
37

38 **Section 7.03. Work Days.** Regular shift times, including a thirty (30) minute duty-free lunch period  
39 and two (2) fifteen-minute rest/break periods for full time employees, shall be established in  
40 accordance with the Fair Labor Standards Act and shall be changed only after five (5) days' notice  
41 except in emergencies involving the safety of person(s) and/or property.  
42

43 Employees may leave their work assignment during their duty-free lunch period, provided that they  
44 comply with appropriate sign-out procedures and return to an active work status on time. If the District  
45 requires an employee to work through their duty-free lunch, they shall be compensated for the foregone  
46 lunch period.  
47

48 Alternate work schedules, such as four (4)/ten (10) hour work weeks may be offered during non-  
49 student attendance days at the discretion of the Supervising Administrator.

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

9  
10 **Section 7.04.** Employees requested to work a shift regularly filled by an employee in a higher-level  
11 position shall receive compensation equal to the bottom step of the higher level, or \$2.00/hour,  
12 whichever is greater, from the first day assigned. If an employee has been assigned to such a position  
13 before a holiday and has not been reassigned until after the holiday the employee will be paid at the  
14 higher rate for the holiday.

15  
16 **Section 7.05.** The wage schedules for bargaining unit members, as referred to in Section 1.01, shall  
17 be a part of this Agreement. Salaries for new job titles shall be established in negotiations with the  
18 Union Representative.

19  
20 **Section 7.06.** Employees shall be reimbursed for reasonable expenses of mileage, meals, housing  
21 and/or registration fees when such employees are on official school district business and have received  
22 District prior approval for reimbursement. Reimbursement shall be in accordance with the guidelines  
23 set forth on the District's Monthly Reimbursement Report.

24  
25 **Section 7.07.** Employees shall have the right to review material in their working file at Facilities and  
26 Operations and their personnel file maintained in the District's Human Resources Office, during  
27 regular business hours. Inspection shall be in the presence of a District representative. The employee  
28 may have a representative of the Union accompany them if so desired. Upon request, copies of the  
29 documents in the personnel file shall be provided to the employee. The employee shall pay for the  
30 expense of such reproduction.

31  
32 **Section 7.07.01.** Formal letters and other memoranda of commendation, whether received  
33 from the District or outside parties, shall be retained in the employee's working file for one (1)  
34 year and may be referenced in the employee's next evaluation.

35  
36 **Section 7.07.02.** The Employer shall notify an employee, in writing, of any material judged  
37 by the employer to be of a derogatory nature that has been placed in their personnel file. This  
38 notification will be within ten (10) days of the time of the placement of the material in the  
39 personnel file.

40  
41 Materials judged by the employee to be negative and/or derogatory may be answered by the  
42 employee in writing. Such written response shall be attached to the material in question and  
43 become a part of the personnel file.

44  
45 Employees may make a request to the Director of Human Resources to have formal letters of  
46 discipline removed from their personnel file after twenty-four (24) months of the discipline  
47 issuance. Such requests will be considered on a case by case basis by the Director of Human  
48 Resources.

1 **Section 7.08. Uniforms.** The District will require all employees to wear authorized uniforms. A  
2 uniform committee, consisting of two (2) maintenance employees, one (1) warehouse employee, one  
3 (1) print shop employee, and two (2) District representatives, will meet as needed to discuss uniforms.  
4

5 Employees will select their choice of district-paid, pre-approved uniforms as follows:

- 6 • Upon hire, to a maximum of \$600
  - 7 • Annually each year after hire, to a maximum of \$400
- 8

9 Uniforms shall be maintained and cleaned by the employee. Employees may be required to return  
10 uniforms (i.e.: items containing the district/department logo that were purchased by the district per  
11 this section), to the District upon separation from employment.  
12

13 **Section 7.09.** Driver physical examinations, required by law, will be paid in full by the District for  
14 the "Commercial Driver's License Examination and CDL Recertification" when the examination is  
15 given by a physician, or at a clinic, selected by the District.  
16

17 In the alternative, the physical examination may be completed by a medical doctor of the driver's  
18 choosing and the driver will be reimbursed for the cost to a maximum of the amount paid by the  
19 District to the district-designated physician.  
20

21 If the District has reason to doubt the finding of the driver's physician, the District may require  
22 examination by a district-designated physician at District expense.  
23

24 Required physicals are to be taken on the employee's nonscheduled time. A maximum of one (1) hour  
25 total per year with pay may be allowed where the above cannot be arranged on nonscheduled time.  
26

27 **Section 7.10. Longevity.** Longevity increments are listed separately on attached salary schedules A,  
28 B and C. Longevity will not continue to accrue while an employee is on any unpaid leave of absence,  
29 per Section 10.11.  
30

31 **Section 7.11. Correction of Pay Errors.** Following notification to the employee, errors resulting in  
32 over or underpayments shall be corrected on the next month's payroll. If requested by the employee,  
33 the Human Resources Department and the employee will work out a repayment agreement prior to  
34 any adjustment to the employee's pay warrant. In the event an employee is notified of an overpayment  
35 prior to receiving said payment, the District may elect to deduct the full amount of overpayment from  
36 the employee's next pay warrant.  
37

38 **Section 7.12. Electronic Payroll Deposit.** All employees shall be paid through direct bank deposit.  
39 New employees shall complete a direct deposit form and submit it to the Payroll department within  
40 the first five (5) days of hire.  
41

42 **ARTICLE VIII**  
43  
44 **HOLIDAYS**  
45

46 **Section 8.01.** The days listed below shall be considered holidays for all employees. Holiday pay for  
47 the days listed below will be granted when the employee works or is on paid leave during the regularly-  
48 scheduled work day before and after the holiday.  
49

## Holidays

### 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          |

### 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      |

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

12

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

15

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

18

19 **Section 8.03.** The District agrees to provide employees with time off for Fair Day when the District  
20 provides a general student release for this purpose. The amount of time off for Fair Day will be the  
21 same as the amount of time provided for students in their early release.

22

23

## ARTICLE IX

24

25

## VACATIONS

26

27 **Section 9.01. Vacation Accrual.** All employees are entitled to vacation leave. Earned vacation time  
28 will accrue monthly on a prorated basis.

29

30 Employees may accumulate a maximum of forty (40) days of vacation. The first vacation earned will  
31 be deemed the first vacation used.

32

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

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

5  
6 **Section 9.04. Vacation Requests and Usage.** All vacations must be approved by the supervisor.  
7 Vacations may be scheduled throughout the year for all employees and shall conform as closely as  
8 possible to the vacation desired by the employees, taking into account the needs of the District,  
9 including but not limited to, crew size and the proximity to the opening of school. Vacations may be  
10 split to provide time off at Winter and Spring Breaks. Approved vacation schedules will not be  
11 changed by the District unless it has received the employee's approval, or an emergency arises.

12  
13 **Section 9.04.01.** Lawn Crew/Laborers may only take up to five (5) vacation days during the  
14 period of April 15 through June 15 and from September 15 through October 15 with  
15 management approval.

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

## 21 22 ARTICLE X

### 23 24 LEAVES

#### 25 26 **Section 10.01. Leaves Due to Employee's Own Illness.**

27  
28 **Section 10.01.01. Illness, Injury and Emergency Leave (Sick Leave).** Regular employees  
29 shall be allowed twelve (12) days a year for the employee's personal illness, personal injury  
30 and emergency leave. Such leave shall be accumulated to a maximum of one hundred eighty  
31 (180) days. No deduction from salaries shall be made during these days. Employees working  
32 less than a full year shall be allowed personal illness, personal injury and emergency leave on  
33 a prorated basis. The District may require medical verification at any time to verify use of  
34 Illness, Injury and Emergency Leave. If the District observes a pattern which leads it to believe  
35 an individual employee may not be using leave in accordance with this section, the Union may  
36 discuss the observations with the District.

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

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

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

7 An employee, who will be absent, must notify their supervisor of their time needed and reason  
8 for an absence, a minimum of one hour in advance of their normal shift or earlier, if possible,  
9 so a substitute can be obtained. Deduct absences which have not been approved in advance  
10 may 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  
16 own sickness or accident shall not result in loss of previously accrued seniority rights for a  
17 regular employee for twelve (12) months from the first day of illness or accident. An  
18 employee's job assignment will be held for the employee as long as paid leave is available, not  
19 to exceed twelve (12) months. The employee shall request in writing an unpaid Leave of  
20 Absence when paid leave is exhausted.

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

27  
28 **Section 10.01.03.01. Worker's Compensation.** Employees covered by Workers'  
29 Compensation and State Industrial Insurance laws shall, upon loss of time due to a job-  
30 related injury or illness and after establishment of eligibility for such benefits, make a  
31 decision regarding use of accumulated regular illness, injury, or emergency leave.  
32 Provided further that if the employee has exhausted all sick leave prior to the effective  
33 date of the beginning of the Workers' Compensation eligibility, the District will  
34 provide up to three (3) additional days of leave or whatever portion thereof is needed.  
35 Employees may choose to supplement disability payments from Puget Sound Workers'  
36 Compensation Trust with a proportionate share of accrued leave to equal a normal day  
37 of pay, 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 Workers'  
39 Compensation Trust. The District will provide an election form when notified of the  
40 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 job-  
44 related illness or injury. Upon determination of an approved work injury claim, the  
45 Human Resources department will determine FMLA eligibility. Upon approval of  
46 FMLA eligibility, all related employee absences will be counted toward the  
47 employee's annual 12-week FMLA leave entitlement.

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

5  
6 The District will assign the returning employee to the position held prior to the on-the-  
7 job injury, if the employee returns within twelve (12) months of their on the job injury  
8 date. If the position is no longer available, the District will assign the employee to the  
9 first available position opening where duties are substantially equivalent to the position  
10 held prior to on-the-job injury and for which the employee is qualified, within twelve  
11 (12) months of the employee's return from leave. The employee may bid on other open  
12 positions using their seniority during that twelve (12) month period. The employee may  
13 also accept an assignment to work as a substitute (paid as a substitute) at any time, once  
14 cleared to return to work. If the employee refuses to accept an offer to an equivalent  
15 regular position (not substitute work), the employee's return rights will be forfeited.

16  
17 **Section 10.01.03.02.** Employees receive free State Industrial Insurance medical aid  
18 for injuries on the job and may be treated by a physician of the employee's choice.

19  
20 **Section 10.02. Bereavement Leave.** Up to five (5) days of paid bereavement leave may be granted  
21 for each occurrence of death of the employee's spouse, domestic partner, child, parent, or sibling. Up  
22 to three (3) days of bereavement leave may be granted for each occurrence of death of the employee's  
23 father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law (or such  
24 equivalents for domestic partners), grandparents and grandchildren. In unusual circumstances,  
25 bereavement leave may be extended up to two (2) additional days at the sole discretion of the Director  
26 of Human Resources. Bereavement leave days are noncumulative and not deducted from sick leave.

27  
28 **Section 10.03. Subpoena Leave and Jury Duty.**

29  
30 **Section 10.03.01. Subpoena Leave.** A leave of absence with pay shall be granted to an  
31 employee who is subpoenaed to testify in a court proceeding; provided however, if the  
32 employee or the Union is a party to the proceeding, the employee shall not be entitled to  
33 leave with pay unless the employee is subpoenaed to testify by the District.

34  
35 **Section 10.03.02. Jury Duty.** When an employee covered by this Agreement is called  
36 for jury service in any municipal, county, state or federal court, they shall advise the  
37 School District upon receipt of such call. If taken from work for such service, the  
38 employee shall be compensated their regular wage for hours served.

39  
40 **Section 10.04. Leave Due to Pregnancy/Maternity or Adoption.**

41  
42 **Section 10.04.01. Pregnancy/Maternity Leave.** A Pregnancy/Maternity Leave of absence  
43 shall be granted to a female employee upon her request for the period of temporary disability  
44 as verified by her personal licensed health care provider. Maternity Leave shall be a leave  
45 without pay. Illness, Injury and Emergency Leave may be used during the actual period of  
46 temporary disability. Child Rearing Leave time, beyond the actual period of temporary  
47 disability as defined by a licensed health care provider, shall be available to the employee  
48 subject to the provisions of Section 10.04.02.



1 The employee who returns to work without going on Child Rearing Leave, Section 10.04.02,  
2 shall be reinstated to the position held prior to going on Pregnancy/Maternity Disability Leave.  
3

4 **Section 10.04.02. Child Rearing Leave.** Any employee who obtains custody of a minor child  
5 through birth, adoption, or any other legal means shall be entitled to an unpaid leave of absence  
6 for a specified period of time not to exceed one (1) calendar year. The employee must provide  
7 written notification to the Director of Human Resources and the immediate supervisor at least  
8 thirty (30) calendar days prior to going on leave. The leave shall be requested for a specific  
9 period of time. At the conclusion of the leave, the employee shall be reinstated to an equivalent  
10 position if one exists or placed on the reemployment list. For Child Rearing Leave of ninety  
11 (90) days or less, the employee may be guaranteed their prior job. Early return from leave  
12 shall, at the District's discretion, require ten (10) days' notice.  
13

14 **Section 10.05. Family Medical Leave (FMLA and FLA).** Employees may be eligible for additional  
15 leave under the Federal Family and Medical Leave Act (FMLA) or the Washington State Family Leave  
16 Act (FLA). Employees with questions about eligibility for these leaves should contact Human  
17 Resources.  
18

19 **Section 10.06. Non-Medical Leave of Absence.** Upon the recommendation of the immediate  
20 supervisor and the Director of Human Resources, an employee may be granted a non-medical leave  
21 of absence for a period not to exceed one (1) year for reasons other than the employee's own illness,  
22 or the illness of an immediate family member. Leaves greater than 3 months shall also require  
23 approval from the Board of Directors. Leaves taken under this section shall not be used for other  
24 income-producing work.  
25

26 The District will attempt to reassign the employee to the position held prior to the non-medical leave.  
27 In any event, the employee shall be reinstated to the first available opening where duties are  
28 substantially equivalent to the position held prior to the leave, within six (6) months of the employee's  
29 return from leave. The employee may bid on other open positions using their seniority during that six  
30 (6) month period. The employee may also accept an assignment to work as a substitute (paid as a  
31 substitute) at any time, once cleared to return to work. If the employee refuses to accept an offer to an  
32 equivalent regular position (not substitute work), the employee's return rights will be forfeited.  
33

34 Any employee on a non-FMLA leave of absence may continue on District-approved insurance plans  
35 at their own expense; provided that they comply with the same payment schedule, rules and procedures  
36 applied to COBRA participants.  
37

38 **Section 10.07. Medical Leave of Absence for employees who have exhausted their FMLA**  
39 **entitlement or for employees who are not eligible for FMLA.** Upon completion of an employee's  
40 FMLA entitlement or when employees are not eligible for FMLA leave, any employee who has  
41 completed the probationary period may be entitled to a leave of absence not to exceed one (1) year in  
42 accordance with the leave of absence provisions in District Policy #5409, "Other Leaves."  
43

44 **Section 10.08. Paid Family Medical Leave (PFML).**

45 Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and  
46 funded by premiums paid by both employees and employers per statute. Employee contributions as  
47 required are deducted monthly from the employee's pay. This program allows eligible employees to  
48 take up to twelve (12) weeks, as needed, when they welcome a new child into their family, are struck  
49 by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military

1 connected events. If employees experience multiple events in a given year, they may be eligible to  
2 receive up to sixteen (16) weeks, or up to eighteen (18) weeks if the employee experiences a serious  
3 health condition with a pregnancy.

4  
5 PFML leave will run concurrently with the employee's other leave entitlements. The employee shall  
6 not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may  
7 choose to supplement with their available paid leave entitlements while on PFML, to make their  
8 compensation whole.

9  
10 An employee becomes eligible once they have worked eight hundred twenty (820) hours for a  
11 Washington-based employer during the previous year. The benefit cannot be taken without a  
12 qualifying event. Leave events can be either Family or Medical as stated below.

13  
14 **Family Leave:**

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

18  
19 **Medical Leave:**

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

21  
22 Application for PFML benefits is administered directly through the State.

23  
24 **Section 10.09. Military Absences.** The District will return to employment without loss of previously  
25 accrued seniority employees, except temporary employees, in compliance with the Universal Military  
26 Training and Service Act, who have entered the Armed Forces of the United States and have  
27 satisfactorily completed their period of training and service under the various regulations governing  
28 said service and:

- 29  
30 1. Are honorably discharged from such services.
- 31  
32 2. Are still qualified to perform the duties of their respective positions.
- 33  
34 3. Subsequent to the date of this Agreement, but within ninety (90) days after they are relieved  
35 of such service or from hospitalization continuing after discharge for a period of not more  
36 than one year, apply to the School District in writing for reemployment, unless it is  
37 mutually agreed to extend the time between their discharge and starting to work for the  
38 School District.
- 39  
40 4. All employees filling vacancies caused by the induction into the service, as outlined above,  
41 will recognize the seniority of those returning from service and accept such changes in  
42 jobs, or loss in jobs, as are necessary as a result of such reinstatement of employees  
43 returning from such service.

44  
45 **Section 10.10. Personal Leave.** Annually in September, employees shall be given four (4) days of  
46 personal leave to use throughout the year for important compelling personal matters, including family  
47 illness not otherwise covered by sick leave. This leave shall not be used for conducting income  
48 producing business and shall not be used for a strike against the Puyallup School District. Personal  
49 leave shall not be used on the following "blocked" days: during the first or last five days of school.

1 Part time employees and employees hired after September 1<sup>st</sup> shall receive personal leave pro-rated  
2 based on their FTE and total workdays. An employee may request special consideration for personal  
3 leave to be granted during the blocked days for personally compelling reasons.

4  
5 The District shall grant personal leave in the order the requests are received provided the requests are  
6 made in compliance with the above conditions. Only one (1) personal leave request shall be honored  
7 per day. Employees may request personal leave days as early as one year in advance. If an employee  
8 does not have the requested number of personal leave days to use at the time the leave is to be taken,  
9 the absence days will be denied and leave without pay will not be available. An employee may request  
10 special consideration due to personal compelling reasons for personal leave to be granted on days that  
11 have already reached the maximum number of allowed requests.

12  
13 A maximum of three (3) personal leave days may be carried into the following school year, to a  
14 maximum accumulation of ten (10) days. A maximum of five (5) days, may be used in any work year  
15 (September 1 – August 30), unless additional use is approved in advance of use by the Director of  
16 Human Resources.

17  
18 **Section 10.11. Accumulation of Seniority, Longevity and Step Increases While on Unpaid Leave.**

19 Seniority and longevity will not continue to accrue while an employee is on any unpaid leave of  
20 absence and will be adjusted accordingly. Pay/Step increments will not be awarded to any employee  
21 who is on any unpaid leave for more than half of their work year.

22  
23  
24 **ARTICLE XI**

25  
26 **LEAVE SHARING**

27  
28 **Section 11.01. Leave Sharing Program.**

29  
30 **Section 11.01.01. Receiving Leave Sharing.** An employee is eligible to receive donated  
31 leave if the use of shared leave is justified, the employee has abided by District rules regarding  
32 sick leave use, provided required medical certification, and the employee has depleted, or will  
33 shortly deplete, their annual leave and sick reserves in addition to any of the following:

- 34  
35 A. 1. The employee requests shared leave to care for a newborn, newly placed foster child, or  
36 adopted child; or  
37  
38 2. The employee requesting leave suffers from, or has a relative or household member  
39 suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental  
40 condition which has caused, or is likely to cause, the employee to:  
41  
42 a. go on leave-without-pay status; or  
43 b. resign from their employment  
44  
45 B. The employee has been called to service in the uniformed services;  
46  
47 C. A state of emergency has been declared anywhere within the United States by the Federal  
48 or State government, and the employee's volunteer service has been accepted by either a  
49 governmental agency or to a nonprofit organization involved in humanitarian relief in the

1 devastated area;

2  
3 D. The employee is a victim of domestic violence, sexual assault, or stalking; and/or

4  
5 E. If the employee is later found to be eligible for industrial insurance benefits, the employee  
6 agrees to and shall reimburse the school district for the time loss compensation that is paid  
7 to them to the extent that the employee is paid time loss compensation (temporary total  
8 disability compensation or loss of earning power compensation) and shared sick leave for  
9 the same day(s). An employee will be allowed to use shared sick leave or donated leave to  
10 supplement the difference between time loss compensation and either net or full wages.

11  
12 The Director of Human Resources shall determine the amount of leave, if any, which a staff  
13 member may receive under this policy. Normally a staff member shall not receive more leave  
14 than the number of assigned days remaining in the current school year. However, in the event  
15 that the condition requiring the employee's absence continues beyond the current school year,  
16 the employee shall not receive a total of more than five hundred twenty-two (522) days of  
17 leave, except as noted in RCW 41.04.665.

18  
19 **Section 11.01.02. Donating Leave Sharing.** District employees may transfer annual leave  
20 and sick leave as follows:

- 21  
22 A. A staff member may not request a transfer that would result in an accrued sick leave  
23 balance of fewer than 176 hours of sick leave. "Sick Leave" means leave for illness, injury  
24 or emergencies of extraordinary or severe nature pursuant to RCW 28A.400.300.  
25  
26 B. Employees may request interagency leave sharing in accordance with the law and on a  
27 cost-neutral basis to the District. Requests shall be made to the Superintendent for  
28 consideration on a case by case basis.

29  
30 The donation of leave is totally voluntary. No employee shall be coerced, threatened,  
31 intimidated or financially-induced into donating leave.

32  
33 The value of leave transferred is based upon the current salary rate of the person receiving the  
34 leave. The receiving staff member will continue to be paid their regular rate while on shared  
35 leave. For example, if a staff member earning \$26.00 an hour donates one day of leave to  
36 someone earning \$13.00 an hour, the recipient would get two days of sick leave. However, if  
37 the \$13.00 an hour employee donates one day to the \$26.00 an hour employee, the higher-  
38 paid employee would receive one-half day of leave.

39  
40 Any leave transferred under this policy which remains unused shall be returned at its original  
41 value to the staff member who donated the leave.  
42  
43  
44  
45  
46  
47  
48  
49

1 **ARTICLE XII**

2  
3 **GRIEVANCES**

4  
5 An orderly procedure for processing of employee grievances is a matter of mutual concern for the  
6 Union and the District. For purposes of this Agreement a grievance shall be defined as any condition,  
7 action, or lack of action of the School District which the employee or the Union believes to be a  
8 violation, misinterpretation, or misapplication of the provisions of this Agreement. The employee is  
9 entitled to have Union representation at any conference held pursuant to this Article. Prior to filing  
10 any grievance under this Article, the employee will first informally discuss their concerns with their  
11 immediate supervisor as a good faith attempt to resolve any disagreement without the need for further  
12 proceedings.

13  
14 **Section 12.01. STEP 1:**

15  
16 Within twenty (20) working days following the employee's knowledge of the act or condition which  
17 is the basis for a grievance, the employee or the Union may submit a Step 1 grievance in writing to  
18 Human Resources. If an employee is filing a grievance on their own, they shall also submit a copy to  
19 their union representative. The Step 1 grievance request must utilize the Grievance Form attached as  
20 Appendix B to this Agreement. Upon mutual agreement by the Union and District, a grievance may  
21 begin at a step higher than Step 1.

22  
23 Human Resources will designate an appropriate administrator to hear the grievance. A Step 1  
24 conference will be held within ten (10) working days of receipt of the Step 1 Grievance Form, or as  
25 mutually agreed.

26  
27 The administrator shall respond in writing within ten (10) working days of the conference and shall  
28 include the reason(s) for the decision in the Step 1 written response.

29  
30 **Section 12.02. STEP 2:**

31  
32 If the employee or Union is not satisfied with the Step 1 written response, the employee or the Union  
33 may submit a Step 2 grievance in writing to Human Resources within ten (10) working days of receipt  
34 of the Step 1 written response. The Step 2 grievance request will utilize the Grievance Form attached  
35 as Appendix D to this Agreement.

36  
37 Human Resources will designate an appropriate administrator to hear the grievance. A Step 2  
38 conference will be held within ten (10) working days of receipt of the Step 2 Grievance Form, or as  
39 mutually agreed.

40  
41 The administrator shall respond in writing within ten (10) working days of the Step 2 conference and  
42 shall include the reason(s) for the decision in the Step 2 written response.

43  
44 **Section 12.03. STEP 3:**

45  
46 If the employee or the Union is not satisfied with the Step 2 written response, the employee or the  
47 Union may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the  
48 Superintendent or designee, within ten (10) working days of receipt of the Step 2 decision. The Step  
49 3 grievance request will utilize the Grievance Form attached as Appendix D to this Agreement.

1  
2 The Superintendent or designee shall provide the employee or the Union with a written response  
3 within ten (10) working days of receipt of the Step 3 grievance request and shall include the reason(s)  
4 for the decision in the Step 3 written response.

5  
6 **Section 12.04. STEP 4:**

7  
8 If the Union is not satisfied with the Step 3 written response, except for grievances arising from  
9 Article V, Evaluations, the Union may request binding arbitration. If the Union elects to seek binding  
10 arbitration, it shall within ten (10) working days after receiving the Step 3 written response submit  
11 written notice to Human Resources notifying of its decision to seek binding arbitration.

12  
13 The Union will request a list of at least seven (7) arbitrators from the Federal Mediation and  
14 Conciliation Service (FMCS) within ten (10) working days after providing notice of its decision to  
15 seek binding arbitration under this section. Unless otherwise agreed to between the Union and the  
16 District, the parties will determine the arbitrator from this list by alternately striking names from the  
17 list.

18  
19 The selected arbitrator shall issue a decision within thirty (30) calendar days from the date of the close  
20 of the hearing, or from the date the final statements or post-hearing briefs are submitted. The  
21 arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and decision.  
22 The arbitrator will be without power or authority to make any decision which is outside of this  
23 Agreement.

24  
25 The decision of the arbitrator shall be submitted to the District and the Union and will be final and  
26 binding upon both parties, provided however that the arbitrator's decision is not clearly erroneous,  
27 arbitrary and capricious, and is not in violation of state and federal law or the Constitution.

28  
29 The cost of the arbitrator shall be borne equally between the District and the Union. All other  
30 expenses shall be borne by the party incurring them, and neither party shall be responsible for the  
31 expenses of witnesses called by the other.

32  
33 The arbitration shall take place whenever possible during school business hours.

34  
35 **Section 12.05. Time Limits:** If the stipulated time limits are not met by the District, the employee  
36 or the Union shall have the right to appeal the grievance to the next step. If the stipulated time limits  
37 are not met by the employee, the grievance is deemed satisfied and may not be appealed further. The  
38 parties may mutually agree in writing to extend the time limits set forth in this procedure.

39  
40 **Section 12.06.** The employer shall not discriminate against any individual employee or the Union  
41 for taking action under this Article.

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**ARTICLE XIII**

**DISCIPLINE, SUSPENSION, TERMINATION**

**Section 13.01.** The District may take disciplinary action against an employee for just cause. A progressive disciplinary policy will normally be followed by the District when deemed necessary to discipline an employee. However, the employer may suspend without pay or terminate any employee when in their judgment the situation warrants such action. Progressive Discipline will normally consist of the following: (1) verbal directive (which may include an email follow up), (2) written directive (3) reprimand (may include suspension), (4) termination. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The following will be considered as being among the causes for disciplinary action or termination: incompetence, insubordination, inability to perform the essential functions of the job in accordance with the Americans with Disabilities Act, willful job abandonment, willful or persistent violation of school laws or policies or regulations, immorality, willful or persistent neglect of duty, addiction to the use of or possession of illegal narcotics or habit forming drugs. At the request of the employee, they may have Union representation at a discipline hearing.

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

**Section 13.03.** Resignation of employment, when initiated by the employee, shall require not less than two (2) weeks' written notice.

**ARTICLE XIV**

**PENSION**

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

**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.

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**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. These job descriptions will be published on the District website. 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 classification, if appropriate.

**Section 16.02.** It is agreed that employees may take CDL classes and training on a space available basis, along with trainee bus drivers. Such training shall be on an unpaid basis. If space is not available to all employees interested, priority shall be given to employees driving trucks as part of their jobs. Others may take the training on a first-come, first-served basis.

**Section 16.03. Licensing Fees.** The District shall pay all licenses, fees, training costs, tuition and class time if required for a job.

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 and possible funding sources and options.

**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.

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

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

FICA, Paid Family Leave, State Retirement: Plan I, Plan II, Plan III and State Industrial.

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



1 benefit. Acts of damage to an employee's vehicle caused by the District will be fully covered by the  
2 District.

3  
4  
5 **ARTICLE XVIII**

6  
7 **WAGES UNDER THIS AGREEMENT**

8  
9 **Section 18.01.** The salary schedules are attached as Schedules A, B and C.

10  
11 For all years of this agreement, if the legislature provides an increase pursuant to RCW 28A.400.205,  
12 the District will pass through such increase to Schedules A, B and C.

13  
14 The salaries provided in this section and on salary schedules A, B and C are dependent upon the State  
15 both authorizing and providing funding to the District to pay such salaries. If the State fails to authorize  
16 or fund the District to the full extent of the increases stated, the District shall pass through any increases  
17 actually received.

18  
19 **Section 18.02.** Employees who have changed classification or new employees who have been hired  
20 prior to March 1 of each year shall be entitled to an incremental raise on September 1 for experience  
21 as shown in the salary schedule.

22  
23 **Section 18.03. Wage Calculations and Payments.** Earnings from the start of the contract to the end  
24 of the contract are calculated by applying the hourly rate, times hours per day, times days to be worked  
25 in the contract. Total is divided by the number of payments to be made during the contract period to  
26 arrive at the monthly warrant amount.

27  
28 Substitutes, Extra time, overtime, deduct time and adjustments for L & I payments are made one (1)  
29 month after occurrence. All leave usage is recorded in this manner.

30  
31 When an employee is promoted or goes to a lesser wage, the contract adjustment will be spread out  
32 over the remaining months of the fiscal year in equal amounts.

33  
34 In the event the employee owes the District money, the District will work out a payment plan based  
35 on the amount owed.

36  
37 **Section 18.04. Central Pension Fund.** If the majority of the bargaining unit members vote to do so,  
38 employees will divert up to \$1.00 per hour of their wages to the Central Pension Fund of the  
39 International Union of Operating Engineers and Participating Employers, on the account of each  
40 member unit. The purpose of said payments shall be to provide retirement benefits for eligible  
41 employees pursuant to the provisions of said Pension Fund. The Union may increase the contribution  
42 amount to be diverted to the fund once annually, if so elected by the membership, by written  
43 notification to the employer.

44  
45 **Obligation to the Funds.** The Employer and the Union agree to be bound by the respective Agreement  
46 and the Declaration of Trust entered into on the date set forth herein for each Fund, as of September  
47 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and  
48 Participating Employers and by any amendments to either said Trust Agreement, heretofore and  
49 hereafter adopted.

1  
2 The Employer and Union consent to and accept the terms, conditions and provisions of each written  
3 Trust Agreement and as amended, creating each said Fund. The Employer and Union agree that the  
4 Trustees named in each said Trust Agreement and their successors are and shall be its representatives  
5 and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees  
6 made pursuant to and in carrying out the provisions of each said Trust Agreement.  
7

8 The total amount due for each calendar month based on regular assignment shall be remitted in a  
9 lump sum to each said Fund not later than 10 days after the last business day of each month. Those  
10 amounts based on extra assignment shall be remitted once annually.  
11

12 **Section 18.05.** If and when a General Maintenance Worker performs duties outside of their  
13 classification, they shall receive the established pay for such work.  
14

## 15 16 **ARTICLE XIX**

### 17 18 **VEBA - ATTENDANCE PROGRAM**

19  
20 **Section 19.01. Non-VEBA Conversion.** Employees may elect an annual conversion of accumulated  
21 illness, injury and emergency leave in accordance with number one (1) below. An employee may elect  
22 a conversion of illness, injury and emergency leave upon retirement, separation from service or death  
23 for monetary compensation in accordance with number two (2) below. The conversion procedures are  
24 as follows:  
25

- 26 1. Annual Conversion of Accumulated Illness, Injury and Emergency Leave: Any  
27 employee who at the end of the immediately previous calendar year shall have accumulated  
28 in excess of sixty (60) days of unused illness, injury and emergency leave, may convert  
29 unused illness, injury and emergency leave earned the previous year in excess of the said  
30 sixty (60) days to monetary compensation at the rate of 25 percent of the employee's  
31 current full-time daily rate of compensation for each full day of eligible illness, injury and  
32 emergency leave up to twelve (12) days. Any such election shall be made by written notice  
33 to Human Resources during the month of January. Any such annual conversion of  
34 accumulated illness, injury and emergency leave shall be in accordance with law.  
35
- 36 2. Conversion of Illness, Injury and Emergency Leave Upon Retirement/Separation from  
37 Service or Death: Any employee who shall retire, separate from service or die while  
38 employed by the District may elect (personally or by a personal representative, as  
39 appropriate) to convert accumulated unused illness, injury and emergency leave days to  
40 monetary compensation at the rate of 25 percent of the employee's full-time daily rate of  
41 compensation at the time of retirement, separation from service or death for each full day  
42 of eligible illness, injury and emergency leave up to a maximum of one hundred eighty  
43 (180) days. Any such conversion of illness, injury and emergency leave upon retirement,  
44 separation from service or death shall be in accordance with the law, including RCW  
45 28A.400.210 and RCW 28A.400.212.  
46

47 **Section 19.02. VEBA Conversion.** The Union will annually notify the District of its intent to  
48 participate in VEBA III. Any such conversion of illness, injury and emergency leave annually or upon

1 retirement, separation from service or death shall be in accordance with the law, including Internal  
2 Revenue Code Section 501(c)(9).

3  
4 **ARTICLE XX**

5  
6 **SUBSTITUTE EMPLOYEES**

7  
8 **Section 20.01. Maintenance Substitutes.** All Maintenance Substitutes shall be paid according to  
9 Schedule A. General Labor Substitutes shall be paid the “Laborer” wage as listed under “Other” on  
10 Schedule A. All other skilled Maintenance Substitutes shall be paid at step one (1) for the specific job  
11 performed.

12  
13 **Section 20.02. Print Shop Substitutes.** Print Shop Substitutes shall be paid according to schedule  
14 B. Substitutes shall be paid at step one (1) for the specific job performed.

15  
16 **Section 20.03. Warehouse Substitutes.** Warehouse substitutes shall be paid according to schedule  
17 C. Substitutes shall be paid at step (1) for the specific job performed.

18  
19 **Section 20.04.** Substitutes will be given consideration for “on call” assignments and hire as a regular  
20 employee. The District will take into consideration their length of service, ability and work record.

21  
22 **Section 20.05. Substitute Due Process.** If a substitute employee is notified of the District’s intention  
23 to stop using them as a substitute, the substitute may, within five (5) business days, make a written  
24 request for a meeting with the department director to discuss the decision.

25  
26  
27 **ARTICLE XXI**

28  
29 **LABOR MANAGEMENT TEAM**

30  
31  
32 **Section 21.01.** In the spirit of cooperation, openness and trust, the parties wish to attempt to discuss  
33 and resolve problems that arise during the life of this Agreement. To this end, the labor management  
34 team will schedule meetings to problem solve.

35  
36 **ARTICLE XXII**

37  
38 **TOOLS**

39  
40 **Section 22.01.** The District will supply all the necessary tools for staff to perform their jobs.

41  
42 **ARTICLE XXIII**

43  
44 **SAFETY**

45  
46 **Section 23.01.** The District is committed to creating and maintaining a safe and healthy workplace  
47 for all employees. The District will comply with WAC 296-800-130 regarding communicating and  
48 evaluating employee safety and health issues. Such concerns shall be addressed by the parties in labor  
49 management meetings per Section 21.01.

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\* \* \* \* \*

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 Articles 17 and 18. 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.

Savings Clause: 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,  
MAINTENANCE, WAREHOUSE AND  
PRINT SHOP

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

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

| Puyallup School District<br>2022-23 Maintenance Salary Schedule   | shift differential | Step 1          | Step 2          | Step 3          | Step 4          | Step 5          | Longevity (years completed) |                 |                 |                 |                 |
|---|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------------------|-----------------|-----------------|-----------------|-----------------|
|   |                    |                 |                 |                 |                 |                 | 10 Years                    | 15 Years        | 20 Years        | 25 Years        | 30 Years        |
|   |                    |                 |                 |                 |                 |                 | 0.50                        | 0.75            | 1.00            | 1.25            | 1.50            |
| <b>FOREMAN</b>  |                    | <b>40.63011</b> | <b>41.26742</b> | <b>42.01023</b> | <b>42.75380</b> | <b>43.26683</b> | <b>43.76683</b>             | <b>44.01683</b> | <b>44.26683</b> | <b>44.51683</b> | <b>44.76683</b> |
| Buildings   | grave yard \$0.35  | 40.98011        | 41.61742        | 42.36023        | 43.10380        | 43.61683        | 44.11683                    | 44.36683        | 44.61683        | 44.86683        | 45.11683        |
| Grounds*  | swing shift \$0.50 | 41.13011        | 41.76742        | 42.51023        | 43.25380        | 43.76683        | 44.26683                    | 44.51683        | 44.76683        | 45.01683        | 45.26683        |
| Mechanical/Electrical-Routine Maintenance   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Utility Crew  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <b>JOURNEYMAN (with state license) / Hard to Fill</b>   |                    | <b>38.32007</b> | <b>38.68243</b> | <b>39.15162</b> | <b>39.63807</b> | <b>40.09996</b> | <b>40.59996</b>             | <b>40.84996</b> | <b>41.09996</b> | <b>41.34996</b> | <b>41.59996</b> |
| HVAC  | grave yard \$0.35  | 38.67007        | 39.03243        | 39.50162        | 39.98807        | 40.44996        | 40.94996                    | 41.19996        | 41.44996        | 41.69996        | 41.94996        |
| Journeyman Electrician  | swing shift \$0.50 | 38.82007        | 39.18243        | 39.65162        | 40.13807        | 40.59996        | 41.09996                    | 41.34996        | 41.59996        | 41.84996        | 42.09996        |
| Journeyman Plumber*   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <b>SKILLED TRADES</b>   |                    | <b>37.17313</b> | <b>37.53550</b> | <b>38.00468</b> | <b>38.49113</b> | <b>38.95302</b> | <b>39.45302</b>             | <b>39.70302</b> | <b>39.95302</b> | <b>40.20302</b> | <b>40.45302</b> |
| Boiler Technician   | grave yard \$0.35  | 37.52313        | 37.88550        | 38.35468        | 38.84113        | 39.30302        | 39.80302                    | 40.05302        | 40.30302        | 40.55302        | 40.80302        |
| Carpenter   | swing shift \$0.50 | 37.67313        | 38.03550        | 38.50468        | 38.99113        | 39.45302        | 39.95302                    | 40.20302        | 40.45302        | 40.70302        | 40.95302        |
| Electronics Maintenance   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Glazier   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Heavy Equipment Operator*   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| HVAC Preventative Maintenance   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Locksmith   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Painter   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Roofing Technician  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Utility Crew  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <b>SPECIALIZED SUPPORT</b>  |                    | <b>33.67715</b> | <b>34.05990</b> | <b>34.52653</b> | <b>34.99608</b> | <b>35.41605</b> | <b>35.91605</b>             | <b>36.16605</b> | <b>36.41605</b> | <b>36.66605</b> | <b>36.91605</b> |
| Lawn Crew Lead*   | grave yard \$0.35  | 34.02715        | 34.40990        | 34.87653        | 35.34608        | 35.76605        | 36.26605                    | 36.51605        | 36.76605        | 37.01605        | 37.26605        |
| Landscape Maintenance*  | swing shift \$0.50 | 34.17715        | 34.55990        | 35.02653        | 35.49608        | 35.91605        | 36.41605                    | 36.66605        | 36.91605        | 37.16605        | 37.41605        |
| General Maintenance Worker*   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| Preventative Maintenance Technician   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <b>OTHER</b>  |                    | <b>26.74124</b> | <b>27.13091</b> | <b>27.61384</b> | <b>28.06669</b> | <b>28.40351</b> | <b>28.90351</b>             | <b>29.15351</b> | <b>29.40351</b> | <b>29.65351</b> | <b>29.90351</b> |
| Lawn Crew/Laborer*  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>Employees with 10, 15, 20, 25 and 30 years of service within their 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.<br/>                     10 Years \$0.50 per hour<br/>                     15 Years \$0.75 per hour<br/>                     20 Years \$1.00 per hour<br/>                     25 Years \$1.25 per hour<br/>                     30 Years \$1.50 per hour</p>    |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>The wages on this schedule include \$0.05 per hour contributed by the District toward each employee's Central Pension Fund of the I.U.O.E. and Participating Employers, in accordance with Article 21.04. If, at any time, the majority of the bargaining unit members do not vote to make an employee contribution to the CPF, wages on this schedule will be reduced by \$0.05 per hour. When comparing wages on this schedule to other Districts, the \$0.05 CPF contribution shall not be included.</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>All employees on regular shifts during night hours beginning no earlier than 11:00 p.m. shall be paid at the scheduled rate plus \$0.35 per hour. All employees working regular shifts beginning no earlier than 2:30 p.m. shall be paid at the scheduled rate plus a \$0.50 per hour swing shift differential. However, when the District changes an employee's shift pursuant to Section 7.01 (e.g. summer break, spring break and winter break) the employee will not receive the shift differential.</p> |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>If a Lawn Crew/Laborer employee obtains his/her WA State Department of Agriculture Pesticide License (Public Operator/OW-Ornamental Weed), he/she may be directed by the District to provide such spraying services, and will be compensated at Level 2/Step 1 for actual time spent performing these tasks.</p>   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>If a Landscape Maintenance employee obtains his/her Playground Safety Inspector certification, he/she may be directed by the District to provide such playground inspection and maintenance services, and will be compensated a \$500 annual stipend for holding such certification (to maximum of 3 employees eligible to receive this stipend in any given year).</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>If a Landscape Maintenance employee obtains his/her PCO license certification, employee may be directed by the District to provide such spraying services, and will be compensated a \$500 annual stipend for holding such certification (to maximum of 3 employees eligible to receive this stipend in any given year).</p>   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>If an employee holding the Journeyman Plumber position obtains employee Backflow license certification, he/she may be directed by the District to provide backflow services, and will be compensated a \$500 annual stipend for holding such certification (to maximum of 3 employees eligible to receive this stipend in any given year).</p>   |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>If an employee holding the Carpenter position obtains his/her AHERA license certification, he/she may be directed by the District to provide inspection, sampling, and/or removal services, and will be compensated a \$500 annual stipend for holding such certification (to maximum of 3 employees eligible to receive this stipend in any given year).</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>*Employees in these positions as of April 1 annually, will receive a \$100 footwear stipend, paid in April. All employees must wear appropriate, safe and protective footwear at all times.</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>Beginning 22-23 If Landscape Maintenance employees are directed by the district to engage in encampment cleanup work, the employees will be paid an addition \$1.00 per hour for doing such directed work</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>2023-24: State Inflationary Adjustment + 1%</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |
| <p>2024-25: State Inflationary Adjustment + 1%</p>  |                    |                 |                 |                 |                 |                 |                             |                 |                 |                 |                 |

| Puyallup School District<br>2022-23 Print Shop Salary Schedule |          |          |          |          |          |          |          |          | Longevity (years completed) |          |          |          |          |
|--|----------|----------|----------|----------|----------|----------|----------|----------|-----------------------------|----------|----------|----------|----------|
|  | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | 10 Years                    | 15 Years | 20 Years | 25 Years | 30 Years |
|  |          |          |          |          |          |          |          |          | 0.50                        | 0.75     | 1.00     | 1.25     | 1.50     |
| Production Assistant   | 22.70759 | 22.99264 | 23.31578 | 23.58646 | 23.96384 | 24.33529 | 24.57865 | 24.82442 | 25.32442                    | 25.57442 | 25.82442 | 26.07442 | 26.32442 |
| Production Specialist  | 27.78774 | 28.16119 | 28.50326 | 28.90242 | 29.33018 | 29.79067 | 30.08856 | 30.38945 | 30.88945                    | 31.13945 | 31.38945 | 31.63945 | 31.88945 |

Employees with 10, 15, 20, 25 and 30 years of service within their 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.

10 Years \$0.50 per hour  
 15 Years \$0.75 per hour  
 20 Years \$1.00 per hour  
 25 Years \$1.25 per hour  
 30 Years \$1.50 per hour

The wages on this schedule include \$0.05 per hour contributed by the District toward each employee's Central Pension Fund of the I.U.O.E. and Participating Employers, in accordance with Article 21.04. If, at any time, the majority of the bargaining unit members do not vote to make an employee contribution to the CPF, wages on this schedule will be reduced by \$0.05 per hour. When comparing wages on this schedule to other Districts, the \$0.05 CPF contribution shall not be included.

2023-24: State Inflationary Adjustment + 1%  
 2024-25: State Inflationary Adjustment + 1%

| Puyallup School District<br>2022-23 Warehouse Salary Schedule   |          |          |          |          |          |          |          | Longevity (years completed) |          |          |          |          |
|---|----------|----------|----------|----------|----------|----------|----------|-----------------------------|----------|----------|----------|----------|
|   | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | 10 Years                    | 15 Years | 20 Years | 25 Years | 30 Years |
|   |          |          |          |          |          |          |          | 0.50                        | 0.75     | 1.00     | 1.25     | 1.50     |
| Warehouse Foreman*  | 40.22687 | 40.85884 | 41.59429 | 42.33050 | 42.83846 | 43.48103 | 44.13324 | 44.63324                    | 44.88324 | 45.13324 | 45.38324 | 45.63324 |
| Warehouse Coordinator*  | 31.79108 | 32.15237 | 32.59286 | 33.03613 | 33.36650 | 33.86699 | 34.37500 | 34.87500                    | 35.12500 | 35.37500 | 35.62500 | 35.87500 |
| Courier   | 27.59547 | 27.94317 | 28.38465 | 28.79055 | 29.07847 | 29.51464 | 29.95736 | 30.45736                    | 30.70736 | 30.95736 | 31.20736 | 31.45736 |
| Warehouse Driver*   | 27.59547 | 27.94317 | 28.38465 | 28.79055 | 29.07847 | 29.51464 | 29.95736 | 30.45736                    | 30.70736 | 30.95736 | 31.20736 | 31.45736 |
| <p>Employees with 10, 15, 20, 25 and 30 years of service within their 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.</p> <p>10 Years \$0.50 per hour<br/>                     15 Years \$0.75 per hour<br/>                     20 Years \$1.00 per hour<br/>                     25 Years \$1.25 per hour<br/>                     30 Years \$1.50 per hour</p> <p>The wages on this schedule include \$0.05 per hour contributed by the District toward each employee's Central Pension Fund of the I.U.O.E. and Participating Employers, in accordance with Article 21.04. If, at any time, the majority of the bargaining unit members do not vote to make an employee contribution to the CPF, wages on this schedule will be reduced by \$0.05 per hour. When comparing wages on this schedule to other Districts, the \$0.05 CPF contribution shall not be included.</p> <p>All employees on regular shift during night hours beginning no earlier than 11:00 p.m. shall be paid at the scheduled rate plus \$0.35 per hour.</p> <p>*Employees in these positions as of April 1 annually, will receive a \$100 footwear stipend, paid in April. All employees must wear appropriate, safe and protective footwear at all times.</p> <p>Beginning September 1, 2022, Employees in regular positions on Schedule C will receive a \$1.00/hour incentive added to their base hourly wage while holding a valid CDL.</p> <p>2023-24: State Inflationary Adjustment + 1%<br/>                     2024-25: State Inflationary Adjustment + 1%</p> |          |          |          |          |          |          |          |                             |          |          |          |          |

TODAY'S DATE \_\_\_\_\_

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 the Assistant Superintendent of Human Resources, Puyallup School District, PO Box 370, Puyallup, WA 98371*



## APPENDIX E – EVALUATION FORM

### MAINTENANCE / PRINT SHOP / WAREHOUSE EVALUATION FORM Puyallup School District

**Name:** Last, First, M.I. \_\_\_\_\_

**School or Department** \_\_\_\_\_

**Job Title** \_\_\_\_\_

**Period of Report**    **Date from:** \_\_\_\_\_    **Date to:** \_\_\_\_\_    **School Year:** \_\_\_\_\_

**Evaluation Type**     Annual     New Hire     Other

**GENERAL CRITERIA:** *Check the appropriate boxes under each of the criteria below. All ratings must be supported with comments.*

**1. RELIABILITY:** Is dependable and trustworthy; Independent worker who requires minimal supervision; Understands the need for and maintains confidentiality; Uses and maintains equipment properly; Makes sound decisions.

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Work needs close and regular supervision. Rarely able to work independently. Cannot be depended on to complete work. | <input type="checkbox"/> Sometimes able to work independently, but work needs more than minimal supervision. More than occasionally, work not done on time. | <input type="checkbox"/> Consistently dependable. Performs all duties with minimal supervision. Work completed on time consistently. | <input type="checkbox"/> Highly dependable. Attends to every detail without supervision. All work completed on time. |
|---|---|--|--|

**Comments:** \_\_\_\_\_

**2. ADAPTABILITY:** Makes adjustments and changes easily to work assignments and unforeseen circumstances; Readily accepts new or changing conditions; Works effectively in a variety of situations; Works well under stressful conditions.

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Has difficulty making adjustments to different conditions. | <input type="checkbox"/> Sometimes has difficulty making adjustments to different conditions. | <input type="checkbox"/> Accepts new or different conditions; adjusts quickly, cooperative. | <input type="checkbox"/> Highly flexible; can be used effectively in different conditions. |
|---|---|---|--|

**Comments:** \_\_\_\_\_

**3. INITIATIVE:** Recognizes opportunities to take action appropriately; Self-starter; Has new ideas and makes suggestions for positive change; Willing to take on new challenges.

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Negative and/or not interested in job. Not a self-starter and never does more than the basic requirements of the job. | <input type="checkbox"/> Occasionally lacks optimism and/or lacks interest in some job elements. Occasionally willing to take on a new challenge. | <input type="checkbox"/> Consistently positive and shows high level interest in job. Sets goals and completes them. | <input type="checkbox"/> Exceptionally positive; interest in job leads to exceptionally creative and innovative performance. Takes action without being told. |
|--|---|---|---|

**Comments:** \_\_\_\_\_

**4. ATTENDANCE/PUNCTUALITY:** Regular attendance and consistently on time; provides sufficient notice for absences and being tardy.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Frequently absent or late. Not dependable. | <input type="checkbox"/> Attendance, punctuality, and/or dependability could improve. | <input type="checkbox"/> Displays good habits; on time and at work. Dependable. |
|---|---|---|

**Comments:** \_\_\_\_\_

**5. ORGANIZATION:** Consistently meets deadlines; sets priorities; Delegates appropriately; Good utilization of time; Plans workload effectively.

- Disorganization severely affects job function.       Disorganization sometimes hampers job function.       Keeps work organized; carries out duties effectively and efficiently       Extremely organized; enhances job function.

**Comments:**

**6. COMMUNICATION:** Exchanges information appropriately; Tactful and considerate; Good listening skills; speaks and writes in a clear and understand manner; Effectively deals with problems with parents, students and others.

- Use of inappropriate communication skills seriously affects job function. Does not communicate in a clear and understandable manner orally or in writing.       Occasional use of inappropriate communication skills hamper job function. Does not consistently communicate in a clear and understandable manner orally or in writing.       Consistently uses appropriate communication skills. Generally communicates in a clear and understandable manner both orally and in writing.       Exceptional use of communication skills enhances job function. Communicates in a clear and understandable manner both orally and in writing.

**Comments:**

**7. WORK PRODUCTION:** Consistently accomplishes required amount of work.

- Produces at unacceptable level of work.       Produces below what can and should be done.       Produces at expected level.       Produces above level. Extremely high output.

**Comments:**

**8. QUALITY OF WORK:** Does thorough, accurate, neat and professional work; Produces high quality product; Has high standards and work ethic; Makes minimal errors.

- Many errors and assignments not complete.       Some errors and some assignments not complete.       Work is thorough, accurate and complete.       Work is exceptionally accurate and complete.

**Comments:**

**9. SELF-IMPROVEMENT:** Enhances job performance by participating in learning opportunities; Open to suggestions and makes changes as necessary; Self-reflects; Interested in work and in increasing knowledge and improving skills.

- Very resistant to change and defensive when suggestions provided.       Occasionally resistant to change and does not listen when suggestions for improvement are made.       Strives for improvement on regular basis. Generally open to suggestions for improvement.       Exceptional efforts at self-improvement. Seeks suggestions for improvement and discusses suggestions openly when they are made.

**Comments:**

**10. WORK KNOWLEDGE AND SKILLS:** Understands all aspects of the job; Possesses knowledge and skills necessary to perform job; Pays attention to details; Understands technical job processes; Uses correct spelling, punctuation and grammar.

- Lacks considerable understanding of the principles, concepts and requirements of the job.       Lacks some understanding of the principles, concepts and requirements of the job.       Generally understands the principles, concepts and requirements of the job.       Thoroughly understands the principles, concepts and requirements of the job.

**Comments:**

**11. CUSTOMER SERVICE SKILLS:** Positive attitude in meeting the needs of customers; communicates with customers in an appropriate manner; Friendly and helpful; Handles sensitive issues appropriately; Uses appropriate problem-solving strategies.

- Frequently fails to make an effort to meet customer needs. Often does not treat customers with courtesy and respect.       Occasionally does not practice appropriate customer service skills. Occasionally does not treat customers with courtesy and respect.       Meets expectations of customers on regular basis. Usually treats customers with courtesy and respect.       Actively seeks to understand and satisfy customer needs. Consistently treats customers with courtesy and respect.

**Comments:**

**12. TEAMWORK:** Works cooperatively with others; Uses tact and diplomacy; Develops good working relationships; Promotes good staff morale; Puts team needs above individual needs; Works positively in solving problems.

- Exhibits unwillingness to work effectively in a team setting.       Sometimes has difficulty participating as a team member.       Works cooperatively with all team members.       Seeks opportunities to collaborate with others as well as working collaboratively with others.

**Comments:**

**13. CONFORMANCE WITH STANDARDS:** Adheres to Federal, State, District, building and department policies/regulations and standards; Adheres to safety practices.

- Fails to comply with policies and/or building standards.       Sometimes has difficulty complying with policies and/or building standards.       Consistently adheres to all policies and building standards.       Promotes expectations and standards.

**Comments:**

**OVERALL RATING:** Rate the employee on the overall annual performance by marking the appropriate rating.

Unsatisfactory     Needs Improvement     Meets Expectations     Above Expectations

**Comments To Support Overall Rating** Attach plan for improvement if appropriate

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### Overall Rating Definitions

*The general evaluative criteria are not equally weighted; over-all 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.*

**Above Expectations:** Performance exceeds the criteria or standards of performance for practically all aspects of the work. Employee performs even the difficult and complex parts of the job competently and thoroughly, including extra or unique tasks assigned. Results show achievements of extremely high value.

**Meets Expectations:** Performance meets the criteria or standards of performance of the job.

**Needs Improvement:** Performance meets the criteria or standards of performance for some aspects of the work. However, job objectives are often not met and are generally below expectations or are met with only a minimum level of acceptability. Performance improvement is indicated.

**Unsatisfactory:** Performance is below the criteria or standards of performance for key aspects of the work. Attainment of primary work objectives has not been met. Improvement is mandatory. Retention of employee at this level may not be warranted.

### AREAS OF FOCUS / CONCERNS:

This section is to be completed when the evaluator has rated the employee "needs improvement" or "unsatisfactory" on the overall annual performance rating.

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### PERFORMANCE OBJECTIVES / GOALS:

This section may be completed at the beginning of the evaluation period for the coming school year or end of the evaluation period for the next school year depending on the preference of the evaluator for those employees who received a "meets expectations" or "exceeds expectations" on the overall annual performance rating. The status of work toward completion of Objectives/Goals should be addressed in the comments section of the Overall Rating section above.

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**NOTE: Additional information may be attached and must be dated and signed by both the evaluator and the employee.**

The signature below does not necessarily imply that the employee agrees with the preceding report, but only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach statement.

|   |            |
|---|------------|
| Employee Signature _____  | Date _____ |
| Evaluator Signature _____   | Date _____ |
| Evaluator Printed Name _____  |            |
| Employee statement attached: <input type="checkbox"/> Yes <input type="checkbox"/> No |            |