

PUYALLUP SCHOOL DISTRICT

AGREEMENT

By and Between

LOCAL LODGE #297

**DISTRICT LODGE 160 OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**

And

PUYALLUP SCHOOL DISTRICT

SEPTEMBER 1, 2021 - AUGUST 31, 2024

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The Puyallup School District No. 3, hereinafter known as the District, and the International Association of Machinists and Aerospace Workers, District Lodge No. 160, hereinafter referred to as the Machinists Union, do hereby reach an agreement for the purpose of assuring the best possible working relations, working conditions, hours, and wages for their personnel.

ARTICLE I - UNION RECOGNITION

Section 1.01. The Puyallup School District recognizes the Machinists Union as the sole and exclusive representative for the purpose of collective bargaining for mechanic service employees of the Puyallup Public Schools, and long term substitutes as defined in Section 9.07. Long term substitutes shall only have rights according to Section 9.07. All collective negotiations with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Machinists Union and the District.

Section 1.02. 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 1.03. 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 District shall be held harmless by the Union for compliance with this article.

Section 1.04. Union Access. The District shall provide an opportunity for a Union representative to meet with new employees (including substitutes), to provide information about the Union, pursuant to RCW 41.56.037.

ARTICLE II - WORK JURISDICTION

Section 2.01. This agreement shall cover all work currently being performed by members of this bargaining unit during the ordinary course of their work, including maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, welding, burning or grinding processes connected therewith, inspecting, diagnosing, cleansing, preparing or conditioning of all units and auxiliaries relating to passenger cars, buses, pick-ups, tractors, trucks, lawn mowers, forklifts, and all other types of powered machinery, preventive maintenance, lubricating and steam rack operations, parts and stockroom operations, shop and yard clean-up, and stock and parts pick-up and delivery. Any such work currently performed by non-District employees may continue to so be performed. However, no District employees other than bargaining unit members shall perform any such work under any circumstances, except that the district reserves the right to subcontract as needed to cover unique mechanic work or in the absence of available employees. Subcontracting will not result in a reduction of work hours for regular employees.

The above paragraph shall be contingent upon the continued financial well-being of the District, including continued passage of Maintenance and Operations levies and receipt of state apportionment monies at or above current levels.

ARTICLE III - RESPONSIBILITY

Section 3.01. The District and the members of the Machinists Union recognize that under this Agreement, each has a responsibility for the welfare and security of the employees and the District. Agreements reached between the representatives of the Machinists Union and the District shall become effective when appropriately ratified by the Machinists Union and the School Board and signed by designated representatives of each.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.01. The Machinists Union recognizes the District's inherent and traditional right to manage its business in accordance with this contract, the law and other established District procedures. The Machinists Union recognizes the right of the District to hire, suspend, transfer, promote, demote, or discipline employees for just cause, and to maintain the discipline and efficiency of its employees; the right to lay off, terminate, or otherwise relieve employees from duty because of lack of work or for just cause; the right to establish, change and direct the work methods and processes of doing work, to introduce new and improved work methods or equipment; the right to determine the starting and quitting time and the number of hours to be worked if not contrary to this Agreement, and the right to make and amend such reasonable procedures as it may deem necessary for the conduct of its business.

Section 4.02. The exercise of the District's rights stated herein is a function of management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation of changes in procedures, practices and methods, and of causes for disciplinary actions. The exercise of the management rights herein noted does not modify the right of the employee or the Machinists Union to appeal through established grievance procedures when such exercise is thought to violate the letter and intent of this Agreement.

ARTICLE V - EMPLOYMENT AND TERMINATION OF EMPLOYMENT

Section 5.01. The Superintendent is authorized to employ and to terminate employment of classified employees and may delegate their authority for classified employees to others.

Section 5.02. The District will notify the Machinists Union of any and all job openings which are within the bargaining unit.

Section 5.03. A job description and specification shall be established for each classified position.

Section 5.04. Employment of classified personnel and all decisions relating to those employed shall be made solely on the basis of merit, qualifications, and competency without regard to race, color, creed, national origin or age. Exception may be made for age as regards bona fide occupational qualifications or legal limitations.

Section 5.05. No workman shall be discriminated against for upholding Machinists Union principles.

Section 5.06. Credit may be given for previous related experience, training and/or skills over and above the minimum requirements for a position when, in the judgment of the Director of Human Resources, it is in the best interest of the District.

Section 5.07. In the event that the maintenance of school buses is done by an Educational Service District or other cooperative that would cause the Puyallup School District to reduce its working force, the District would make reasonable effort in working with the cooperative so that all of the District's employees affected by the merger would have jobs with the cooperative with comparable wages and working conditions.

ARTICLE VI - ORIENTATION AND TRAINING

Section 6.01. All new employees shall be given a basic orientation which shall include, but not be limited to the following:

- A. Electronic access to a copy of this Document.
- B. A copy of the applicable job description specification upon request.
- C. Details regarding hours and location of work.
- D. Licenses or permits required.
- E. A personal introduction to their immediate supervisor.

All employees will take online and annual training as required by the District. Employees will be allowed opportunities to complete such trainings during their paid work time, or shall discuss alternative options for completing the training with their supervisor.

Section 6.02. All original appointments of new employees are for a probationary period of ninety (90) workdays. During this period, investigations, ratings and examinations may be used to determine whether the appointee is qualified for permanent status.

Section 6.03. During this ninety (90) workday probationary period, an employee may be demoted, suspended, reassigned or dismissed at anytime without recourse.

Section 6.04. After serving the first ninety (90) workday probationary period, there may be up to an additional six (6) months skill probationary period. During this time the employee is further evaluated and/or trained in the skills of the job assignment and may be terminated, demoted and/or reassigned without recourse. Such action will only be with regard to their skill and ability to perform the work of the job involved.

Section 6.05. Regular employees who bid on and are assigned or promoted to another job shall serve a skill probationary period of up to six (6) months. During this time the employee is evaluated and/or trained in the skills of the job assignment and may be demoted and/or reassigned without recourse. Such action will only be with regard to the employee's skill and ability to perform the work of the job involved.

Section 6.06. A permanent employee serving a probationary period in a higher position shall be reassigned to their former position or comparable position if found unsatisfactory in the new position.

Section 6.07. A permanent employee serving the six (6) months skill probationary period will be paid at the probationary rate or their old rate whichever is higher.

Section 6.08. A committee will be formed of mechanics and administrators to review available training and funding. The District will continue to fund training it now funds and to pay the hourly rate for training it now funds.

ARTICLE VII - FULL-TIME EMPLOYEES

Section 7.01. Employees who work twelve (12) months per year for a minimum of forty (40) hours per five (5) day work week are classified as full-time employees and shall be paid a per annum salary based on the applicable salary schedule.

Section 7.02. Work week for all employees shall be forty (40) hours (Monday morning at 12:00 am through Sunday night at 11:59 p.m.). All work in excess of forty (40) hours within the work week period or eight (8) hours per day shall be paid at the overtime rate.

Section 7.03. Overtime rate shall be one and one-half times the regular rate except as noted in Section 7.05.

Section 7.04. Overtime will be made available to employees by classification and seniority. The senior employee in a classification shall be asked to work first. If refused, the overtime will be offered to the remaining employees in the classification in order of seniority. However, if more hours are needed to complete an existing job/project, the employee who has been working on the job/project shall be offered the overtime first, regardless of seniority.

Section 7.05. Hours of work and shifts will be established by the employer. Monday through Friday is the normal work week. Any work on Sunday will be at twice the regular rate. Regular shift times, including a thirty (30) minute duty free lunch period, shall be established and shall be changed only after consultation with the employees and only after ten (10) working days prior notification, except in emergencies. Any hours worked beyond forty (40) hours in any one week or any hours worked beyond eight (8) hours in any one day may, if requested by the employee, be taken in compensatory (comp) time at a rate of one and one-half (1-1/2) hours of comp time for each hour of employment for which overtime compensation is required. A rate of two (2) hours of comp time for each hour of employment for which overtime compensation is required on a Sunday may be requested by the employee. It is further understood that an employee who has accrued comp time and who has requested to use comp time must be permitted to do so within a reasonable period after making the request, provided, that the use of the comp time does not unduly disrupt the District's operation. No employee shall be allowed to accrue more than forty (40) hours of compensatory time without supervisor approval.

No employee shall be required to work overtime without one week's advance notice, except in emergencies which shall be defined as a vehicle disabled on the road, weather related issues, surprise state inspections and district announced emergencies.

No pyramiding or double application of Sections and/or Articles will be allowed. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement unless expressly stated in each Section or Article.

Section 7.06. Considering the fact that a full-year employee is a person who works 260 regular days, when any regular work year exceeds 260 days, provision shall be made by the District to allow an additional non-workday for each day in excess of the 260-day regular work year.

Section 7.07. Summertime Hours. The Puyallup School District may provide schedules requiring a work week of four (4) ten (10) hour days, and in such event overtime or approved compensatory time at one and one-half times the employee's base hourly rate of pay shall be paid for hours compensated in excess of forty (40) hours per scheduled work week. When such workdays are adopted, overtime relative to eight (8) hour days shall be converted to a ten (10) hour application.

Section 7.08. Shift/Schedule Change. Whenever possible, the District will provide employees with two (2) weeks' advance notification of a shift or work location change. Nothing in this section shall prevent the District from scheduling a shift change with less than two (2) weeks' notice due to emergent conditions, such as a situation that would put the district, students or employees at risk of harm, or a situation that requires immediate attention in order for the district to fulfill its role of safe transportation.

Section 7.09. Electronic Payroll Deposit. All employees shall be paid through direct bank deposit. New employees shall complete a direct deposit form and submit it to the Payroll department within the first five (5) days of hire.

ARTICLE VIII - PROBATION AND EVALUATION

Section 8.01. Upon completion of the ninety (90) workdays probationary status, and annually thereafter, a performance evaluation report shall be accomplished for each employee.

Employees who have been placed on a plan of improvement, and employees whose performance has been deemed unsatisfactory through the evaluation process may not bid on new, open or vacated positions, unless mutually agreed otherwise by the District and Union.

Section 8.02. Employees shall be evaluated annually. Such evaluation shall be completed and reviewed with the employee annually by August 31st.

Concern(s) regarding an employee's performance will be discussed with the employee prior to inclusion in the year-end evaluation.

ARTICLE IX - SALARY

Section 9.01. The salary schedules are included in Appendix A.

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

Section 9.02. A new employee will be placed at Step 1 for up to three (3) months and at Step 2 for up to six (6) months for a total not to exceed nine (9) months. A permanent employee moving to a higher classification will be covered under Section 6.07. When an employee is required by the District to cover the full-day absence of an employee in a higher pay level, the employee shall receive a differential wage incentive equal to 2% of their regular base step amount (not including longevity or other differentials already received) for the day.

Section 9.03. Appointment to positions shall be made on the basis of the applicant's ability to meet the requirements of the job and upon the approval of the District.

Section 9.04. If at some time during the life of this contract the District should enter into a qualified apprenticeship program, apprentices will be paid at the rate(s) established in the Approved Apprenticeship Standards.

Section 9.05. Employees called back for emergencies shall receive no less than two (2) hours' pay per call at the overtime rate.

Section 9.06. Longevity increments are listed on Schedule A for employees who have completed the indicated number of years worked.

Section 9.07. Long term substitutes may be utilized in assignments that are expected to exceed 30 working days. Long term substitutes will be compensated according to the substitute rates on schedule A and will be placed into assignments with a set starting and ending date.

ARTICLE X - HOLIDAYS AND VACATIONS

Section 10.01. The following holidays shall be allowed to all full-time employees. Holiday pay for the days listed below will be granted when the employee works or is on paid leave during the regularly-scheduled work day before and after the holiday. Holiday pay will not be granted during any unpaid leave of absence.

2021-22:

1. Labor Day	8. New Year's Day
2. Veteran's Day	9. Martin Luther King Day
3. Thanksgiving Day	10. President's Day
4. Day after Thanksgiving Day	11. Friday of Spring Vacation
5. Day before Christmas	12. Memorial Day
6. Christmas Day	13. Independence Day
7. Day before New Year's Day	(1/2 Day mutually scheduled during the Fair)

Beginning 2022-23:

1. Labor Day	8. New Year's Day
2. Veteran's Day	9. Martin Luther King Day
3. Thanksgiving Day	10. President's Day
4. Day after Thanksgiving Day	11. Juneteenth
5. Day before Christmas	12. Memorial Day
6. Christmas Day	13. Independence Day
7. Day before New Year's Day	(1/2 Day mutually scheduled during the Fair)

Section 10.02. A paid holiday shall count as a day worked for the week in which it falls. When the designated holiday falls on Sunday or Saturday, the following Monday or preceding Friday shall be a paid holiday. The Human Resources Department will determine the specific dates that will be designated as paid holidays. Work required on a holiday shall be paid at two (2) times the regular rate in addition to the regular holiday pay for all hours worked on such holidays.

Section 10.03. Vacation days shall accrue monthly for all employees and shall be prorated for less than full time regular employees. All full-time employees shall be entitled to ten (10) days of vacation after one year of completed service. Beginning with the second year of completed service, one day of vacation shall be added for each additional year worked through the fourteenth year. Vacation after the fourteenth year of completed service shall be twenty-three (23) days. Employees may carry over a maximum of forty (40) vacation days from the previous year.

Requests to use vacation days must be made by the employee to their supervisor a minimum of two (2) working days in advance of the requested vacation date(s). The supervisor will approve vacation requests in the order received, and only when the request will not detrimentally affect the District's operation. Seniority will be taken into consideration when multiple vacation requests are submitted on the same date, for the same requested period of time. The employee shall submit any changes to the Shop Foreman as soon as possible in advance of the requested vacation.

In case of termination, either voluntary or involuntary, the employee shall receive pay for the number of accrued vacation days earned but not used prior to the termination of employment date.

ARTICLE XI - LEAVES

Section 11.01. Illness, Injury and Emergency Leave. Employees shall be allowed twelve (12) days a year for the employee's personal illness, personal injury and emergency leave. Such leave shall be accumulated from year to year without limit to a maximum of one hundred eighty (180) days. No deduction from salaries shall be made during these days. Employees working less than a full year shall be allowed personal illness, personal injury and emergency leave on a prorated basis. Illness, injury or emergency conditions shall be reported at the beginning of any period of leave to the immediate supervisor by the employee or the person to act for them. A physician's certificate of illness or injury may be required for approval of illness or injury leave but will usually not be required until after three (3) consecutive workdays' absence. Illness or injury leave payments to employees suffering illness or injury compensable under industrial insurance provisions shall be reduced by the amount of money received by the employee from industrial insurance payments. Employees shall be allowed illness or injury leave under the following conditions:

- A. During an illness or injury which has incapacitated the employee from performing their duties.
- B. During the infectious period following the exposure of an employee to a contagious disease during which their attendance on duty would jeopardize the health of fellow employees or the public.
- C. For the purpose of medical, dental, or optical appointments if these cannot be scheduled outside working hours and if arranged in advance with immediate supervisor.

Employees returning to work from injuries, surgeries, or extended illnesses of fifteen (15) consecutive workdays or more, shall be required to take a fit for duty physical by a physician and/or clinic designated by the District.

An "Emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.

Absences beyond Illness, Injury and Emergency Leave shall be deducted from the employee's salary. Illness, Injury and Emergency Leave shall also apply to disabilities caused or contributed to pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Section 11.02. The following provisions for Bereavement Leave are applicable:

- A. The District will allow up to five (5) days of paid Bereavement Leave in the case of death of the employee's spouse, domestic partner, child, parent, or sibling. Three (3) days of paid Bereavement Leave will be allowed in the case of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law (or such equivalents for domestic partners), stepmother, stepfather, parent substitutes, grandparents, grandchildren and any relative residing in the employee's household. An additional two (2) days may be granted on a case-by-case basis at the sole discretion of the Director of Human Resources.
- B. In situations where serious personal problems occur as a result of bereavement, the employee may be granted an extended leave of absence without pay upon approval by Human Resources. Such leave shall not exceed ninety (90) days and shall provide for the same employee benefits as a general leave.
- C. Bereavement Leave shall be noncumulative and shall not be deducted from the employee's sick leave account.

Section 11.03. Upon recommendation of immediate supervisor and approval by Human Resources, an employee may be granted an extended general leave of absence for a period not to exceed one (1) year.

- A. Leave of absence shall only be granted for purposes which are in the best interest of the District.

- B. When an employee returns, the employee shall be reinstated in a position equivalent in duties and salary to that which he/she held at the time the request for a leave of absence was approved, if a vacancy exists. If a vacancy does not exist, the employee shall be placed at the top of the waiting list.
- C. Seniority or sick leave credits established at the time of departure on an approved leave of absence shall be restored.

Section 11.04. A full-time employee shall be entitled to Military Leave of Absence without loss of pay for the purpose of discharging reserve obligations in the Army, Air, Marine, or Naval Reserve Forces of the United States, or for active duty in the Washington National Guard for annual field training exercises, but not to exceed fifteen (15) calendar days in any one year as provided by statute. This District shall pay the employee's regular salary.

Section 11.05. An employee may be granted leave of absence for jury duty, when subpoenaed to serve as a witness at trials, or to exercise other civil duties as may be required and shall be paid their regular salary, less any compensation received for their services, but excluding transportation or any other regularly accepted per diem expense, provided the employee is not the plaintiff or defendant in an action, except when action is brought by a third party where the employee of the District is named as defendant while in the performance of their duties.

Section 11.06. Maternity Leave. An employee may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period of disability shall extend from the date of birth for a period of not more than sixty (60) days, unless an actual period of disability which begins prior to the date of birth or continues beyond sixty (60) days is otherwise verified in writing by the employee's physician.

If the employee's accumulated sick leave is exhausted during the period of maternity disability, the District shall grant a leave of absence without pay or fringe benefits, upon the employee's request, for the remainder of the period of actual disability due to pregnancy or childbirth.

During any unpaid portion of such leave of absence, the employee may pay the premiums for any District insurance plans to keep coverage in effect for the employee and her family.

Notice Required. A pregnant employee is requested to notify her immediate supervisor and Human Resources by the beginning of the fifth month of pregnancy.

At the time of such notice the employee shall submit a written request to her immediate supervisor and the Superintendent for one or more of the following:

- A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
- B. Family leave for a period of up to twelve (12) weeks, in addition to any period of maternity disability leave, the District will extend the employee's health benefit during this period of unpaid leave;

- C. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of Human Resources based upon consideration of educational program needs and the desires of the employee, together with the recommendation of her personal physician or licensed practitioner; or
- D. Termination of employment by resignation.

The notice to the District shall include the approximate beginning and ending dates for the leave.

Employment Conditions. A pregnant employee may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner.

The employee may return to work when physically able to perform her duties. If the employee intends to return to work within sixty (60) days of childbirth, her personal physician or licensed practitioner must certify that the employee is in good health and ready to resume her duties.

No later than thirty (30) days after the date of birth, the employee is requested to notify Human Resources of the specific date when she shall return to work. Unless Human Resources approves an earlier date of return, the employee shall give at least fourteen (14) days advance notice of the actual date of return.

The employee shall return to her duties following an extended leave of absence on the date approved by Human Resources. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of Human Resources based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

Assignment upon Return. An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth, or up to twelve (12) weeks of family leave, shall return to the same assignment, or a similar position for which she is qualified, with at least the same pay and benefits as she held prior to the maternity leave.

Upon return from an extended maternity leave, an employee shall be entitled to a position in the District subject to the availability of a position for which she is qualified. An effort shall be made to place the employee in her original position, or in a comparable position.

Right to Apply for Other Leave. Nothing in this policy shall preclude an employee's right to apply for any other applicable leave as provided by board policy.

Section 11.07. Birth/Adoption Leave. The District shall grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave shall be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

Employee requests for leave of absence due to birth or initial placement for adoption of a child shall be submitted in writing to Human Resources not less than thirty (30) days prior to the beginning date of the leave. The notice shall include the approximate beginning and ending dates for the leave requested.

An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of Human Resources based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request.

Nothing in this section shall preclude the use of accumulated sick leave to care for a child under age eighteen (18) with a health condition that requires treatment or supervision, as provided in this Article.

Section 11.08. Family Leave (FMLA). Every employee of the District who has worked for the District at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) work weeks of family leave during any twelve (12) month period to:

- A. Care for a newborn child, an adopted child of the employee who is under the age of eighteen (18) at the time of placement for adoption, or a newly-placed foster child; or
- B. Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for a personal health condition if it renders the employee unable to perform his or her job.

Leave taken for newborn or adopted child care shall be completed within one year after the date of birth or placement for adoption. Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by Human Resources, or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20% of the number of working days in the period during which the leave would extend without the approval of Human Resources. An employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

If both parents of a newborn or newly-adopted child are employed by the school district, they shall be entitled to a total of twelve (12) work weeks of family leave during any twelve-month period, and leave shall be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

Human Resources may require written verification from the employee's health care provider.

The District may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return to Work. Any employee returning from an authorized family leave, shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, or c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave. If an employee fails to return from family leave, the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- A. The employee began leave five (5) or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three (3) weeks of the end of the semester.
- B. The employee began family leave (except for a personal health condition) less than five (5) weeks before the end of the semester, the leave is for more than two (2) weeks, and the employee would otherwise return to work within two (2) weeks of the end of the semester.
- C. The employee began family leave (except for a personal health condition) three (3) or fewer weeks before the end of the semester and the period of leave is more than five (5) working days.

Section 11.09 Paid Family and Medical Leave (PFML). Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and funded by premiums paid by both employees and employers. Employee contributions as required are deducted monthly from the employee's pay. This program allows eligible employees to take up to twelve (12) weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military connected events. If employees experience multiple events in a given year, they may be eligible to receive up to sixteen (16) weeks, or up to eighteen (18) weeks if the employee experiences a serious health condition with a pregnancy.

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

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

Family Leave:

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

Medical Leave:

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

Application for PFML benefits is administered directly through the State.

Section 11.10. Leave Sharing.

Receiving Shared Leave

An employee is eligible to receive donated leave if the use of shared leave is justified, the employee has abided by District rules regarding sick leave use, and the employee has depleted, or will shortly deplete, their annual leave and sick reserves in addition to any of the following:

- A.
 1. The employee requests shared leave to care for a newborn, newly placed foster child, or adopted child; or
 2. The employee requesting shared leave suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to:
 - a. Go on leave-without-pay status; or
 - b. Resign from their employment.
- B. The employee has been called to service in the uniformed services;
- C. A state of emergency has been declared anywhere within the United States by the Federal or State government, and the employee's volunteer service has been accepted by either a governmental agency or to a nonprofit organization involved in humanitarian relief in the devastated area;
- D. The employee is a victim of domestic violence, sexual assault, or stalking;

- E. If the employee is later found to be eligible for industrial insurance benefits, the employee agrees to and shall reimburse the District for the time loss compensation that is paid to him/her to the extent that the employee is paid time loss compensation (temporary total disability compensation or loss of earning power compensation) and shared sick leave for the same day(s). An employee will be allowed to use shared sick leave or donated leave to supplement the difference between time loss compensation and either net or full wages.

The Director of Human Resources shall determine the amount of leave, if any, which an employee may receive under this policy. Normally an employee shall not receive more leave than the number of contracted days remaining in the current school year. However, in the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 days of shared leave except as noted in RCW 41.04.665.

Donating Shared Leave

District employees may donate annual leave or sick leave as follows:

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

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

The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

Leave transferred is based upon the current salary rate of the person receiving the leave. The receiving staff member will continue to be paid their regular rate while on shared leave. For example, if a staff member earning \$20.00 an hour donates one (1) day of leave to someone earning \$10.00 an hour, the recipient would get two (2) days of sick leave. However, if the \$10.00 an hour employee donates one (1) day to the \$20.00 an hour employee, the higher paid employee would receive one-half day (1/2) of leave.

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

Section 11.11. Personal Leave. Annually in September, employees shall be given four (4) days of personal leave to use throughout the year for important compelling personal matters, including family illness not otherwise covered by sick leave. This leave shall not be used for conducting income producing business and shall not be used for a strike against the Puyallup School District. Personal leave shall be "blocked" from use on the first and last five days of school. Part time

employees and employees hired after September 1st shall receive personal leave pro-rated based on their FTE and total workdays.

The District shall consider personal leave based on District operational needs, in the order the requests are received provided the requests are made in compliance with the above conditions. Only two (2) personal leave request shall be honored per day. Employees may request personal leave days as early as one year in advance. If an employee does not have the requested number of personal leave days to use at the time the leave is to be taken, the absence days will be denied and leave without pay will not be available.

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

ARTICLE XII - DEMOTION-SUSPENSION-DISMISSAL

Section 12.01. The continued employment of permanent employees is contingent upon proper performance of assigned duties and personal fitness. A permanent employee may be demoted, suspended, or dismissed for just cause which shall include but not be limited to the following:

- A. Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform assigned duties in a satisfactory manner.
- B. Failure to obey directions or observe rules of District superiors.
- C. Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty, immoral conduct, drunkenness on duty, habitual intemperance, addiction to or use of narcotics, or fraud in obtaining employment with the District.
- D. Persistent discourteous treatment of the public or of fellow employees or other willful failure of good conduct tending to bring discredit to the District.
- E. Failure to pay or make reasonable provision for the payment of just debts.
- F. Political activity during assigned hours of duty.
- G. Physical or mental incapacity.
- H. Absence from duty without leave.

Section 12.02. There shall not be authorized any strike, slow-downs or any other stoppage of work by the Machinists Union. The employer shall not lock out any employee covered by this Agreement. Should a strike, slow-down or stoppage by the Machinists Union members or any employees occur, the Machinists Union will immediately instruct its members to return to work. If the employees do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline including discharge.

ARTICLE XIII - GRIEVANCES

Section 13.01. An orderly procedure for processing of employee grievances is a matter of mutual concern for the Union and the District. For the purpose of this Agreement, a grievance shall be defined as any condition, action, or lack of action of the District which the employee believes to be unjust resulting from alleged misinterpretation or misapplication of provisions of this

Agreement. A written request for a formal conference with the immediate supervisor must be filed within fifteen (15) calendar days of the occurrence in order to be valid for consideration.

Pre-Grievance Step: Employees shall discuss points of difference with their immediate supervisor, first in a private conference. Every effort shall be made to adjust the concern informally. If the employee is dissatisfied with the outcome of the initial private conference, he/she may request a formal conference, in writing to be held within five (5) working days with the immediate supervisor. Every effort should be made to develop an understanding of the facts and issues in order to create a climate which will lead to a solution.

Step One: If a satisfactory arrangement is not reached from the formal conference, the employee may submit a completed Grievance Review Form directly to the Transportation Director and Human Resources. A conference will be held within five (5) working days of receipt of the Step 1 grievance, at which time the employee will have Union representation. The Transportation Director will issue their written decision to the employee within ten (10) working days of the Step 1 conference date.

Step Two: If the Step 1 decision is not deemed satisfactory, the employee may submit a written Step 2 appeal to Human Resources and assigned to the appropriate administrator for a decision. Such appeal must be filed within five (5) working days of receipt of the Step 1 decision. The administrator will issue their written decision to the employee within ten (10) working days of receipt of the Step 2 appeal.

Step Three: If the Step 2 decision is not deemed satisfactory, the employee may submit a written Step 3 appeal to Human Resources, to be assigned to the Superintendent (or designee). Such appeal must be filed within five (5) working days of receipt of the Step 2 decision. The Superintendent (or designee) will issue a written decision to the employee within ten (10) working days of receipt of the Step 3 appeal.

Step Four: Any grievance, which has not been settled pursuant to the above procedure of this article and which involves the interpretation or application of a specific clause or clauses of this Agreement may be referred to arbitration. Unless the party seeking to have the grievance referred to arbitration has delivered to the other party written notice to that effect within ten (10) working days after failure to resolve the grievance under this article, such grievance shall be deemed to be waived.

The party wishing to arbitrate the grievance shall submit the grievance to the Federal Medication Conciliation Services (FMCS) for arbitration under its voluntary labor arbitration rules. Selection of an arbitrator shall be in accordance with FMCS rules.

The arbitrator shall limit their decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee.

The parties shall pay the Arbitrator hereto. The compensation and expenses of the Arbitrator and arbitration shall be divided equally provided however, that the cost of any report or

transcription shall be borne by the party requesting the service unless the parties mutually agree to equally split the cost.

The grievance or arbitration discussion shall whenever possible take place on school time and shall be void if not filed within established time limits. The time limits within the grievance procedure may be waived or extended by mutual agreement of the parties. If the District fails to respond within the specified time limits, the Union may advance the grievance to the next step. The employer shall not discriminate against any individual employee or the Union for taking action under this Article. It shall be resolved in strict compliance with this Article.

ARTICLE XIV - TERMINATION VOLUNTARY, INVOLUNTARY AND MEDICAL

Section 14.01. Employees intending to resign are required to give a minimum of two (2) weeks' notice.

- A. If an employee provides adequate notice of resignation, their file shall be noted "Resigned."
- B. If an employee fails to give a minimum of two weeks' notice, and if their immediate supervisor does not see fit to approve a shorter period, the employee's file shall be noted "Quit - Insufficient Notice."
- C. If an employee is absent for three (3) consecutive workdays without notifying their supervisor as to the reason for absence, he/she shall be considered as having "Quit - Without Notice" and their file so noted. Except the employee may be reinstated without penalty if, in the judgment of the Executive Director of Personnel, there were extenuating circumstances which made it impossible for the employee to notify their supervisor as to the reason for absence.

Section 14.02. An employee who is involuntarily separated from employment with the District shall have their file noted as follows:

- A. The file of any employee who is dismissed for failing to meet the minimum standards expected of co-workers while in their probationary period of ninety (90) workdays, shall be noted "Terminated-Probationary."
- B. The file of any employee who is dismissed for just cause shall be noted "Terminated-Just Cause."

Section 14.03. An employee who develops some permanent or chronic physical or mental condition which incapacitates them from the proper performance of duties or which presents a hazard to them or their co-workers shall be separated from employment with the District and their file noted "Terminated-Medical."

ARTICLE XV - RETIREMENT

Section 15.01. Retirement plans will be applied to employees in accordance with Washington State Law.

ARTICLE XVI - SENIORITY

Section 16.01. An employee moving from one job classification to another shall retain their benefits as a Puyallup School District employee. Seniority within the employee's new classification shall begin on the date of their new assignment.

Section 16.02. Employees will be laid off in reverse order of seniority within the classification of such eliminated positions. In the event the District finds it necessary to make an exception to this policy, such exception will be made only for just cause.

ARTICLE XVII - INSURANCE

Section 17.01. The District shall provide burglary and fire insurance for approved scheduled personal tools on District property. Employees shall provide their supervisor with a written updated inventory annually, by October 1, of all approved scheduled personal tools.

Section 17.02. 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 eligibility, plan designs, carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction.

Section 17.03. 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.

ARTICLE XVIII - TOOLS, CLOTHING AND CLEAN-UP

Section 18.01. Coveralls will be provided by the District, eleven (11) in number and all cleaning of coveralls to be done or paid for by the District. In addition, the District will provide sufficient rain gear and warm coats to provide protection to employees called out to repair equipment in foul weather.

Section 18.02. All employees are expected to be at their workstations in coveralls ready to go to work at the start of their shift. They are expected to work at assigned jobs throughout the shift so as to be ready to leave at the end of the shift.

Section 18.03. Tool Allowance. After the first year of employment, active employees in an active, continuing working status shall be eligible for reimbursement for the purchase of tools and steel-toed shoes for use on the job and approved by the District. The annual maximum allowance by job classification is as follows:

Position	Amount
Utility Mechanic	\$1,000/year
Equipment Mechanic	\$1,000/year
Auto/Truck Mechanic	\$1,000/year
Diesel Mechanic	\$1,000/year

To receive reimbursement, the employee must receive prior approval for the purchase and provide a receipt as proof of purchase, receipt from tool vendors that visit the shop and accept time payment, shall be accepted by the District as proof of purchase. The reimbursement will be arranged at District discretion, but not less than twice per year.

Section 18.04. Tool Replacement. The District shall replace any employee's tools which are lost due to fire or theft. When such loss is due to theft, evidence concerning breaking and entering or other evidence of actual theft must be present.

The District will replace, upon redemption, with equal quality any employee's tools broken on the job. The employee shall submit and maintain on file an updated inventory of all personal tools used on the job.

The District shall not replace tools unless an up-to-date inventory is maintained and such tools are listed on the inventory list.

ARTICLE XIX - MEDICAL EXAMINATION

Section 19.01. Physical examinations, required by law, will be paid in full by the District for the "Complete School Bus Driver Examination" and "School Driver Recertification Examination" when the examination is given by a physician, or at a clinic, selected by the District.

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

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

Section 19.02. Required physicals are to be taken on the employee's non-scheduled time. A maximum of one (1) hour total per year with pay may be allowed where the above cannot be arranged on non-scheduled time.

ARTICLE XX - ATTENDANCE INCENTIVE PROGRAM

Section 20.01. Attendance Incentive Program

Section 20.01.1. Non-VEBA Conversion. Employees may elect an annual conversion of accumulated illness, injury and emergency leave and a conversion of illness, injury and emergency leave upon retirement, separation from service or death for monetary compensation. The conversion procedures are as follows:

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

Section 20.01.2. VEBA Conversion. The Association will annually notify the District of its intent to participate in VEBA III. Any such conversion of illness, injury and emergency leave annually or upon retirement, separation from service or death shall be in accordance with the law, including Internal Revenue Code Section 501(c)(9).

ARTICLE XXI - RATIFICATION

Section 21.01. This Agreement shall be in full force and effect from September 1, 2021 through August 31, 2024. The Agreement shall be reopened to negotiations ninety (90) days prior to the anniversary date.

Section 21.02. If the District should receive additional funds from the State of Washington for the required purpose of increasing the salaries and/or benefits of classified employees, including mechanics, this contract will be reopened for the negotiation of a new salary schedule to include such funds. Similarly, this agreement will be reopened for the negotiation of a new salary schedule in the event of reduced State funding or a decrease in the District's levy amount or capacity. Additionally, if any provision becomes contrary to law, this agreement will be reopened for the negotiation of such impacted items.

PUYALLUP SCHOOL DISTRICT #3

LOCAL LODGE #297, DISTRICT 160
OF THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS

//Signature on file// 10/17/22
Amie Brandmire Date
Assistant Superintendent of Human Resources

//Signature on file// 10/17/22
Steve Miller Date
Representative

PUYALLUP SCHOOL DISTRICT 2021-22 MECHANIC SALARY SCHEDULE					
Job Classification	longevity	Step 1	Step 2	Journeyman	Journeyman Base
		Up to 3 months	Up to 9 months	After 9 months	After 9 months with Cert*
Utility Mechanic		21.50032	23.42417	NA	NA
	10yrs	0.50	22.00032	23.92417	N/A
	15yrs	0.75	22.25032	24.17417	N/A
	20yrs	1.00	22.50032	24.42417	N/A
	25yrs	1.25	22.75032	24.67417	N/A
Equipment Mechanic		29.91539	31.41337	31.88333	32.94071
	10yrs	0.50	30.41539	31.91337	32.38333
	15yrs	0.75	30.66539	32.16337	32.63333
	20yrs	1.00	30.91539	32.41337	32.88333
	25yrs	1.25	31.16539	32.66337	33.13333
Auto/Truck Mechanic Bus Mechanic Diesel Mechanic		33.35191	35.02613	35.65762	36.72971
	10yrs	0.50	33.85191	35.52613	36.15762
	15yrs	0.75	34.10191	35.77613	36.40762
	20yrs	1.00	34.35191	36.02613	36.65762
	25yrs	1.25	34.60191	36.27613	36.90762
Per Section 9.06, the Longevity increments listed on this schedule apply to employees who have <u>completed</u> the indicated number of years worked.					
Appointment to job classifications shall be made on the basis of applicant's qualifications and ability to meet the requirements of the job, the needs of the District and the recommendations of the Transportation Supervisor.					
A. M. Lead Mechanic, if so designated, will receive 10% above his Journeyman classification.					
P. M. Lead Mechanic, if so designated, will receive 10% above his Journeyman classification. There shall be a Lead Mechanic designated on swing shift and graveyard. Likewise on days the foreman is absent from the shop for the entire shift, a leadsman shall be designated. If the lead mechanic on swing shift is absent for the entire shift, a leadsman shall be designated.					
Shifts starting at noon or later will receive a shift differential of 2.5% per hour and no less than the rate established for any other bargaining group for all compensable hours, including the P. M. Lead Mechanic.					
* Required certificates which qualify the employee for movement to the premium rate shall include Vocational-Technical Institute or ASE competency certificates as listed below: Diesel and Bus Mechanics must have Diesel Proficiency Certificate Auto/Truck Mechanics must have Gasoline Auto Engine Proficiency Certificate Equipment Mechanics must have Small Engines Proficiency Certificate However, Diesel Mechanics, Auto/Truck and Equipment Mechanics employed prior to September 1, 1990 shall be paid at the premium level without any additional certification.					
When long term substitutes are utilized, they will be compensated at a rate of 80% of Step 1 for the appropriate classification of work being performed.					

PUYALLUP SCHOOL DISTRICT						
2022-23 MECHANIC SALARY SCHEDULE						
Job Classification	longevity	Step 1	Step 2	Journeyman	Journeyman Base	
		Up to 3 months	Up to 9 months	After 9 months	After 9 months with Cert*	
Utility Mechanic		23.11284	25.18098	NA	NA	
	10yrs 0.50	23.61284	25.68098	N/A	N/A	
	15yrs 0.75	23.86284	25.93098	N/A	N/A	
	20yrs 1.00	24.11284	26.18098	N/A	N/A	
	25yrs 1.25	24.36284	26.43098	N/A	N/A	
Equipment Mechanic		32.15904	33.76936	34.27457	35.41125	
	10yrs 0.50	32.65904	34.26936	34.77457	35.91125	
	15yrs 0.75	32.90904	34.51936	35.02457	36.16125	
	20yrs 1.00	33.15904	34.76936	35.27457	36.41125	
	25yrs 1.25	33.40904	35.01936	35.52457	36.66125	
Auto/Truck Mechanic Bus Mechanic Diesel Mechanic		35.85330	37.65308	38.33193	39.48444	
	10yrs 0.50	36.35330	38.15308	38.83193	39.98444	
	15yrs 0.75	36.60330	38.40308	39.08193	40.23444	
	20yrs 1.00	36.85330	38.65308	39.33193	40.48444	
	25yrs 1.25	37.10330	38.90308	39.58193	40.73444	
Per Section 9.06, the Longevity increments listed on this schedule apply to employees who have <u>completed</u> the indicated number of years worked.						
Appointment to job classifications shall be made on the basis of applicant's qualifications and ability to meet the requirements of the job, the needs of the District and the recommendations of the Transportation Supervisor.						
A. M. Lead Mechanic, if so designated, will receive 10% above his Journeyman classification.						
P. M. Lead Mechanic, if so designated, will receive 10% above his Journeyman classification. There shall be a Lead Mechanic designated on swing shift and graveyard. Likewise on days the foreman is absent from the shop for the entire shift, a leadsman shall be designated. If the lead mechanic on swing shift is absent for the entire shift, a leadsman shall be designated.						
Shifts starting at noon or later will receive a shift differential of 2.5% per hour and no less than the rate established for any other bargaining group for all compensable hours, including the P. M. Lead Mechanic.						
* Required certificates which qualify the employee for movement to the premium rate shall include Vocational-Technical Institute or ASE competency certificates as listed below:						
Diesel and Bus Mechanics must have Diesel Proficiency Certificate						
Auto/Truck Mechanics must have Gasoline Auto Engine Proficiency Certificate						
Equipment Mechanics must have Small Engines Proficiency Certificate						
However, Diesel Mechanics, Auto/Truck and Equipment Mechanics employed prior to September 1, 1990 shall be paid at the premium level without any additional certification.						
When long term substitutes are utilized, they will be compensated at a rate of 80% of Step 1 for the appropriate classification of work being performed.						
2023-24: State inflationary adjustment + 1%						
						Rev. 9/8/22

PUYALLUP SCHOOL DISTRICT – MECHANICS
SCHEDULE B
STATE INSPECTION AWARD PROGRAM
SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2024

For the summer only Washington State Patrol bus inspection, employees will be compensated for outstanding inspection ratings according to the following schedule:

<u>Inspection Rating</u>	<u>Compensation</u>
96% - 100%	\$500.00

Bus, Diesel and Auto/Truck Mechanics shall receive 100% of the compensation amount. Preventative Maintenance Specialist, Equipment Mechanic and Utility Mechanic shall receive 85% of the compensation amount.

Payment of the incentive compensation will be in the month following completion of the inspection. For example, if the inspection is completed in August, the payment will be received in September.