

# **AGREEMENT**

**BETWEEN THE**

**PUYALLUP SCHOOL DISTRICT #3**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #302  
(DISTRICT SECURITY OFFICERS)**

**SEPTEMBER 1, 2021 - AUGUST 31, 2024**

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## PREAMBLE

The parties agree that it has been and will continue to be in their mutual interest to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith with respect to personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustments of differences; and to promote reasonable employee participation in such personnel areas as are within the jurisdiction of the District.

To those ends, this agreement is made and entered into by and between the Puyallup School District and the IUOE, Local 302. Both Parties and this agreement shall conform in all respects to the letter and spirit of the laws of Washington as presently constituted and hereafter amended.

## ARTICLE I

### UNION RECOGNITION, MANAGEMENT RIGHTS AND JUST CAUSE

**Section 1.01.** The District recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and working conditions for all represented Campus Security Officers (“CSOs”) and Patrol Security Officers (“PSOs”). The Union recognizes its responsibility to represent the interests of the same employees.

**Section 1.02.** All management functions, whether heretofore or hereafter exercised, regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the District. Such functions include, but are not limited to, the full and exclusive control, direction and operation of the District facilities; the right to make reasonable rules and regulation; the right to determine the extent to which, and the means and manner by which, the District and its departments shall be operated or shut down or production or work forces reduced or increased; the right to hire; schedule, promote, demote, transfer, discipline, release, lay off and discharge employees provided that such functions are not exercised contrary to any provision contained in this Agreement or any law; and the direction and supervision of the work force, including but not limited to the workplace assignments of CSOs and PSOs, except to the extent this contract provides otherwise.

**Section 1.03.** The Union retains the right to represent the interests of all employees in the unit; to present their views to the district on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees in the unit. Nothing in this Agreement shall be construed to impair the right of the Union to conduct its affairs except as expressly set forth in this Agreement, nor to limit the Union’s right to control its internal affairs and discipline its members.

**Section 1.04. Just Cause and Progressive Discipline.** 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. The District may suspend (without pay) an employee who is unavailable for work due to pending legal restrictions. The progressive disciplinary policy will consist of the following: (1) verbal warning(s), (2) written warning(s) or reprimand(s), (3) 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, he/she may have Union representation at a discipline hearing. Union representation shall be defined as the Business Representative and/or the bargaining unit chairperson or a Policy Committee member.

## ARTICLE II

### UNION MEMBERSHIP AND RIGHTS

**Section 2.01.** Employees shall have the option to join the union and/or maintain union membership. The Union Representative shall be required to represent all employees within the bargaining unit without regard to membership in the bargaining unit.

**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:

**Access to Membership:** The District will provide the Union, upon request, reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. No employee may be mandated to attend the meetings or presentations by the Union. “Reasonable access” for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee’s start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and Union.

**Section 2.02. Dues and Other Union Deductions.** 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 2.03. Union Release Time.** Union representatives may be authorized to use release time to transact Union business under the following conditions:

1. One week's notice shall be required of all such requests (which will be made to the Director of Student Services and School Safety).
2. Approval of the Director of Student Services and School Safety is required.
3. A maximum of three (3) days per year, eight (8) hours per day, will be permitted, for a total release time for the Union of twenty-four (24) hours per year.
4. Only one member may be on release at any given time.

5. The Union will reimburse the District for the actual cost of the substitute employee during the period of absence.

**Section 2.04. Union Use of District Email.** Union representatives may use the District's internal email system solely to inform their members of upcoming union meetings.

**Section 2.05. Observer Compensation.** Employees who participate in bargaining as part of the union's bargaining team shall be compensated at their normal hourly rate while participating in joint collective bargaining sessions when such sessions occur during the employee's assigned shift, permitting the hours do not result in the employee or any other employee incurring over time.

### **ARTICLE III**

#### **PROBATIONARY PERIOD**

**Section 3.01.** All new hires, (including former substitutes and employees who change classifications, but excluding employees who change assignments), shall be subject to a 90 consecutive calendar day probationary period during that individual's work year. During this time, they may not change assignments or apply for other unit jobs, and the following sections of this contract will not apply to them: Discipline and Discharge, Arbitration and Grievance. Following successful completion of the probationary period, an employee will be placed on regular employment status, and subject to all the terms of this contract. The probationary period may be extended by sixty (60) calendar days if deemed necessary by the employee's supervisor.

### **ARTICLE IV**

#### **HIRING, SENIORITY, AND LAYOFF**

**Section 4.01.** Recognizing that it is of paramount importance that the children and employees of the District are safe at all times when within its jurisdiction, the District seeks to employ as Security Officers only the most qualified applicants. Therefore all its hiring, training, and evaluation processes and procedures will have as their goal the determination, selection and retention of the most qualified individuals available. However, in hiring and layoff situations where two individuals are equal in qualifications, classification seniority will control. Employees on layoff status will be on a recall list for one calendar year, during which time they will have preference in hiring for positions for which they are qualified, within the classification group from which they were laid off.

Barring an M&O levy failure or other legitimate financial necessity, layoffs will first be achieved through attrition. Prior to implementation of this provision, the parties will meet to discuss the financial necessity for the layoff of staff.

**Section 4.02. Classification Groups.** The three classifications in this bargaining unit are:

- Full Time Campus Security Officers – “CSOs” (working at least 40 regular hours each week)
- Part Time Campus Security Officers – “CSOs” (working less than 40 regular hours each week)
- Patrol Security Officers – “PSOs”

**Section 4.03. Seniority.** Seniority rights are effective within the three classifications of Full Time CSO, Part Time CSO, and PSO. The seniority of an employee shall be established as of the date s/he was hired within their classification group, unless lost as described below. Substitute work is not factored into seniority ranking.

Seniority will be broken by justifiable discharge or voluntary quit, and will not accrue during an unpaid leave. However, employees returning to the District within two (2) years of separation shall be credited back with all of their former seniority.

**Section 4.04. References to “Assignments” shall mean building assignments.** Within a classification group, employee positions will be presumed to be their assignments, and will not be changed except as follows:

- a. on a temporary basis for emergency needs;
- b. as a disciplinary means;
- c. upon the successful bid of the employee
- d. staffing needs or allocations;
- e. to accommodate the gender balance needs of the employer.

For a minimum of 5 days, open positions will be posted on the District’s website, and will be filled based on qualifications with first priority given to bidders within the classification, unless the District determines that it is more appropriate to fill the positions with a temporary employee. Security staff wanting to change classifications must bid to do so, and will be subject to the hiring process. At any time, if two employees who bid on a position are equally qualified, the one with the greatest seniority in the classification will be selected. Bypassed senior bidders may request the reasons in writing therefore. Interested employees may bid on any open position, but no employee may change jobs more than one time per work year. Moreover, following one job change, the District may postpone other job changes to avoid the “domino effect” during the school year. Employees with any evaluation ratings of “unacceptable” may not bid on new, open or vacated positions, unless mutually agreed otherwise by the District and Union. When an employee makes a voluntary change in assignment or classification, s/he shall have the opportunity to transfer back to the position they vacated within thirty (30) working days of the transfer provided that position has not yet been filled. For the purpose of this section, a position shall be deemed to have been filled when a replacement has been selected and notified. Likewise, the District may transfer the employee back to their previous position within the first thirty (30) days of work in the new position if the District determines such a need.

**Section 4.05. Campus Security Consensual Transfers.** Campus Security officers may trade assignments, provided both officers, the District, union and both school’s principals are in agreement.

1. When the union and District agree to begin the consensual transfer process for any campus officer, the District will alert the Union and employees that a consensual transfer is available, via e-mail.
2. Officers will express their interest back to the District. The District will review all interested officers, and the most senior qualified officer will be given first priority for the transfer.
3. Before an officer is formally offered the transfer, the union and District must agree to

the consensual transfer of the two selected officers.

4. Any consensual transfer will be considered an ongoing assignment change, unless changed through the normal staffing process.

**Section 4.06.** If the District is unable to fill a position, or determines not to fill a position, it will notify the Union in a timely manner.

**Section 4.07. Employee Notification.** The names, work assignments, work locations, salary information and hire dates of employees and substitutes in this bargaining unit shall be provided to the union monthly after final payroll is run.

## **ARTICLE V**

### **EVALUATIONS**

**Section 5.01.** The primary purposes of evaluations are the documentation and improvement of performance. The evaluation process must be fair and objective, and evaluation material is to be factual and based on actual observation and/or documentation when possible. The District will develop an evaluation form to be completed annually by one building administrator, with input from other supervisors or administrators.

An evaluation with any “unacceptable” ratings is considered unsatisfactory. Any employee with an “unacceptable” rating will be provided written notice of the areas of performance that are unacceptable and the support or training that will be made available by the District. The employee will be re-evaluated within ninety (90) work days. The supervisor will meet with the employee at least every twenty (20) work days to review the employee’s progress toward improvement. The District may issue a new evaluation if the employee makes necessary improvements, or extend the period prior to the re-evaluation for an additional sixty (60) work days if there has not been sufficient improvement in work performance. Failure to obtain a satisfactory re-evaluation is grounds for termination.

## **ARTICLE VI**

### **DISCRIMINATION**

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

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

## **ARTICLE VII**

**WORKING HOURS, WAGES AND PERSONNEL POLICIES**

**Section 7.01. Work Day.** Working hours and shifts will be established by the employer. Except in emergencies, employees will be provided ten (10) work days’ notice if his/her work shift will be adjusted to accommodate building activities. When such adjustments are necessary, an employee’s regular shift may be adjusted by two (2) hours. Pay for work beyond 40 hours in one (1) work week, or beyond eight (8) hours in one work day will be made at the rate of time and one half. All hours paid shall be used to compute overtime. Employees called back to work shall receive no less than 2 hours pay per call at the regular rate (unless such work constitutes overtime). Work on the seventh consecutive day or Sunday will be paid at twice the regular rate. Except in emergencies, overtime must be pre-approved through established channels. Regular shifts for PSOs, and CSOs shall include a 30-minute paid lunch period (as determined by the FLSA standards).

**Section 7.02.** Except in emergencies, overtime will first be offered on a rotating basis to bargaining unit employees within the building for that building’s needs and activities. Second, it will be offered to bargaining unit employees within the feeder area, also on a rotating basis, using the following chart. Third, it will be offered to bargaining unit employees District-wide, on a rotating basis. When employees accept extra work in the role of a security officer, they will be paid their regular rate of pay, or overtime as applicable. When employees accept extra work in a supervision or non-security capacity, they will be compensated the established rate of pay for that work. If an employee is asked to serve as a security officer while doing extra work in a supervision or non-security capacity, the employee may be compensated at their regular security rate of pay for such time worked. Such opportunities will be announced 48 hours in advance, except in the case of emergencies. During emergencies, including no coverage, overtime will be assigned.

Overtime Feeder Areas:

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>
Emerald Ridge High School	Rogers High School	Puyallup High School
Glacier View Junior High	Ballou Junior High	Walker High School
Ferrucci Junior High	Stahl Junior High	Aylen Junior High
Edgerton Elementary	Brouillet Elementary	Edgemont Junior High
Hunt Elementary	Carson Elementary	Kalles Junior High
Pope Elementary	Dessie Evans Elementary	Karshner Elementary
Ridgecrest Elementary	Firgrove Elementary	Maplewood Elementary
Shaw Road Elementary	Fruitland Elementary	Meeker Elementary
Sunrise Elementary	Woodland Elementary	Mt. View Elementary
Wildwood Elementary	Zeiger Elementary	Northwood Elementary
	Puyallup Digital Learning	Spinning Elementary
	Summit	Stewart Elementary
		Waller Road Elementary

**Section 7.03.** For non-campus-specific or non-building-specific activities, work will be offered to those employees who have signed up on the voluntary roster. Employees may elect to be added to the rotation

roster at any time. Work will be offered on a rotating basis and first to those employees who would not generate overtime by accepting the additional hours. In the event that no CSOs are available for the overtime work, the work will be offered on a rotating basis to PSO employees, prior to CSO substitutes. Such opportunities will be announced 48 hours in advance, except in emergencies. During emergencies, including no coverage, overtime will be assigned.

**Section 7.04.** District security staff and substitutes will be assigned all unit work. The parties recognize the traditional and continuing utilization of law enforcement officers.

**Section 7.04.01. Substitute and additional Patrol Officers.** Substitute and additional Patrol coverage shall be offered as follows: first, regular PSOs who would not incur overtime; second, trained substitute PSOs who would not incur overtime; third, trained and interested regular CSOs who would not incur overtime; fourth, trained interested substitute CSOs who would not incur overtime; and fifth, trained security staff regardless of overtime issues. On holidays, because any District employee would receive holiday pay, preference for substitute Patrol Officers will be given first to regular PSOs; second, to regular CSOs, then to substitute PSOs, then to substitute CSOs.

If time does not allow for the above process to be used (within 24 hours of the need during week days and within 36 hours of the need on weekends and holidays). The normal process will be to offer the shift to regular PSO's, if available, who would not incur overtime. But if needed, the District may select any Officer that is available to accept the work.

**Section 7.05.** At all times, security staff is responsible for providing the District with a valid and working telephone number.

**Section 7.06.** The wage schedules for bargaining unit members, as referred to in Section 1.01, shall be a part of this Agreement. Salaries for new classification shall be established in negotiations with the Union Representative.

**Section 7.07.** Employees shall be reimbursed for reasonable expenses of mileage, meals, housing and/or registration fees when such employees are on official school district business and have received District prior approval for reimbursement. Reimbursement shall be in accordance with the guidelines set forth on the District's Monthly Reimbursement Report.

**Section 7.08. Personnel Files.** Employees shall have the right to review material in their personnel file maintained in the District's Personnel Office, during regular business hours, by making an appointment through the Human Resources Office. Inspection shall be in the presence of a District representative. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of the documentation in the personnel file shall be provided the employee. The employee shall pay for the expense of such reproduction.

**Section 7.09. Materials in Personnel File.** The Employer shall notify an employee, in writing, of any material judged by the employer to be of a derogatory nature that has been placed in his/her file. This notification will be within ten (10) days of the time of the placement of the material in the file.

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

**Section 7.10. Inclement Weather.**

**Section 7.10.01. PSO Employees.** In the event of inclement weather conditions that necessitate the closing or delay of school, PSO employees shall report to work at their regular start time, or as soon as it is safe to do so. Any PSO employee who is late in reporting to work because of weather conditions shall be allowed the opportunity to use available vacation, emergency or discretionary leave to compensate for hours missed, or shall be permitted to make up the hours missed within the same calendar work week.

If a PSO employee is required to report to work on a day when the District has closed all District non-emergency operations, he/she shall be compensated at double their regular hourly rate of pay for all hours worked.

**Section 7.10.02. CSO Employees.** In the event of inclement weather conditions that necessitate the closing of school, CSO employees shall not report to work. Hours missed from school closure days will be made up when the student day is rescheduled.

If school is in session but operating on a late start or reduced schedule, CSO employees shall report to work at their regular start time, or as soon as it is safe to do so. Any CSO employee who is late in reporting to work because of weather conditions shall be allowed the opportunity to use available emergency or discretionary leave to compensate for the hours missed or make up the time missed if the makeup takes place within the same calendar work week.

In the event of early dismissal because of weather conditions, CSO employees will be allowed to go after the students have been dismissed without loss of pay, except where the employee is required to remain on duty with his/her supervisor.

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

**Section 7.12. Payroll Deposit.** All employees shall be paid through electronic bank deposit. New employee must submit their completed EFT form to payroll within their first two (2) week of employment.

**ARTICLE VIII**

**HOLIDAYS**

**Section 8.01.** The days below shall be considered holidays, and shall be paid when the employee works, or is on paid leave, during the regularly scheduled workday before and after the holiday:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Presidents Day
Day after Thanksgiving	Friday of Spring Break
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day *
New Year's Eve Day *	

*(\* For 12-month employees only)*

When the designated holiday falls on a Sunday or Saturday, the following Monday or preceding Friday shall be a paid holiday. If the Friday or Monday is already a designated student attendance day, another day in close proximity will be selected by Human Resources. When an employee is required to work on a holiday, he/she shall be paid at two (2) times the regular rate ("double time") plus holiday pay.

**Section 8.02.** The District agrees to provide campus employees with time off for Fair Day when the District provides a general student release for this purpose. The amount of time off for Fair Day will be the same as the amount of time provided for students in their early release. All buildings must be provided with appropriate campus personnel in the site until all students have been properly released for Fair Day.

## ARTICLE IX

### VACATIONS

**Section 9.01.** Employees shall earn vacation credit on a prorated monthly accrual basis. For vacation purposes, employees hired prior to February 1 shall be credited on September 1 with a year of service.

**Section 9.02. Vacation Accrual.** Upon completion of the first year of service, all full year full time employees shall receive fifteen days of paid vacation. Thereafter, each full year full time employee shall receive one additional day of paid vacation for each full year of work completed up to a maximum of 23 days of vacation. Employees who work less than full year or full time, shall receive prorated vacations. Less than full year employees shall not be permitted to take vacation days, but instead shall receive payment for accrued vacation with their June warrants.

**Section 9.03. Full Year Full Time Employee Vacation Usage and Carryover.** Full year and full time employees may accumulate a vacation balance of more than forty (40) days within the work year, however employees may not carry a balance of more than forty (40) days of vacation as of September 1 annually. All vacations must be approved by the supervisor. Vacations may be scheduled throughout the year, and shall conform as closely as possible to the vacation request of the employee, taking into account the District's needs, including but not limited to crew size and proximity to the opening of school. Approved vacations shall not be changed by the District unless an emergency arises or the employee approves.

## ARTICLE X

### LEAVES

**Section 10.01. Illness, Injury and Emergency Leave (Sick 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 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. A doctor's certificate may be requested by the District. Illness, injury and emergency leave may be expended on an hourly basis.

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

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 or his/her immediate family, and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Application for emergency leave shall be made to the Human Resources Department.

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

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

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

**Section 10.01.01. Medical Appointments.** Employees shall make every effort to schedule routine medical appointments outside their regularly scheduled work hours. If this is impossible, employees shall attempt to arrange flexible work hours within the day with their supervisors. If this is impossible, employees shall attempt to work out a flexible workweek with their supervisors. If this is impossible, employees may use their illness, injury and emergency leave for routine medical appointments. However, under no circumstances shall an employee who works five (5) or fewer hours per day utilize his/her illness, injury and emergency leave for routine medical appointments.

**Section 10.01.02. Worker's Compensation.** All employees covered by ESD 121 Workers' Compensation Trust for industrial insurance shall, upon loss of time due to a job-related injury or industrial illness, may receive time loss compensation from ESD 121 Workers' Compensation Trust per state law. Final determination of eligibility shall be made by the Washington State Department of Labor and Industries.

When an employee receives Worker's Compensation time loss payment, he/she may elect to use his/her accumulated illness, injury and emergency leave hours in an amount in addition to Worker's Compensation time loss received, so as to make the sum of the two payments equal to his/her normal gross pay. His/her illness, injury and emergency leave hours will be reduced by an amount corresponding with the amount of pay received from the District.

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

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

**Section 10.03. Bereavement Leave.** Up to five (5) days of bereavement leave may be granted for each occurrence of death of the employee's spouse, domestic partner, child, parent or siblings. Up to three (3) days of paid bereavement leave may be granted for each occurrence of death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law (or such equivalence for domestic partners), grandparents and grandchildren. Such leave is non-cumulative and shall not be deducted from sick leave.

**Section 10.04. Leave due to Pregnancy/Maternity or Adoption.** A maternity leave of absence shall be granted to a female employee upon her request for the period of temporary disability as verified by her licensed health care provider. Maternity leave shall be a leave without pay. Illness, Injury and Emergency Leave may be used during the actual period of temporary disability. Child Rearing Leave time, beyond the actual period of temporary disability as defined by a licensed health care provider, shall be available to the employee subject to the provisions of Section 10.08.

The employee who returns to work without going on Child Rearing Leave, Section 10.07, shall be reinstated to the position held prior to going on maternity disability leave.

**Section 10.04.01.** All parents shall be allowed three (3) days of leave with pay for the purpose of gaining custody of a child or receiving a child into the home. This section shall apply to birth parents, adoptive parents, and legal guardians. If necessary, leave of absence time without pay shall be granted to an employee according to the eligibility requirements of the adoption agencies involved, but shall not exceed one (1) year for the adoption of a child. The employee shall notify their immediate supervisor and the Human Resources Department, as soon as possible, of their intention to take a leave of absence. The employee will retain accrued illness, injury and emergency leave, seniority rights and salary placement while on leave of absence. However, illness, injury and emergency leave and experience shall not accrue while the employee is on leave of absence.

**Section 10.05. Judicial Leave.** In the event an employee is summoned and required to serve as a juror, or is subpoenaed to appear as a witness in court, or is named a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court.

### **Section 10.06. Leaves of Absence**

**Section 10.06.01. Non-medical Leave of Absence.** Upon the recommendation of the immediate supervisor and the Director of Human Resources, an employee may be granted an extended leave of absence for a period not to exceed one (1) year for reasons other than the employee's own illness, or the illness of an immediate family member. Leaves greater than 3 months shall also require approval from the Board of Directors. The District cannot always grant a leave of absence with an assurance of assignment to the same position held prior to the leave as there is no certainty of a vacancy to make room for the employee when returning.

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

**Section 10.06.02. Medical Leave of Absence for Employees Who Have Exhausted Their FMLA Entitlement Or Are Not Eligible for FMLA.** Employees who have completed their probationary period but have exhausted or are not eligible for an FMLA entitlement, may be entitled to a leave of absence not to exceed one (1) year in cases where extended illness or injury is verified by a physician's statement. Such leave shall include all sick leave, pregnancy disability leave and FMLA leave already taken.

The District will attempt to reassign the returning employee to the position held prior to the medical leave. In any event, the employee shall be reinstated to the first available opening where duties are substantially equivalent to the position held prior to the leave.

The employee will retain accrued illness, injury and emergency leave, vested vacation rights, and seniority rights while on this medical leave of absence. However, vacation credits, seniority and illness, injury and emergency leave shall not accrue while the employee is on this medical leave of absence.

**Section 10.07. Family Medical Leave (FMLA and FLA).** Employees may be eligible for additional leave under the Federal Family and Medical Leave Act (FMLA) or the Washington State Family Leave Act (FLA). Employees with questions about eligibility for these leaves should contact Human Resources.

**Section 10.08. Child Rearing Leave.** Any employee who obtains custody of a minor child through birth, adoption or any other legal means shall be entitled to an unpaid leave of absence for a specific period of time not to exceed one calendar year. The employee must provide written notification to the Superintendent and the immediate supervisor two (2) weeks prior to going on leave, unless the employee was previously on maternity disability leave. The leave shall be requested for a specific period of time. At the conclusion of the leave, the employee shall be reinstated to an equivalent position if one exists, or placed on the reemployment list. For child rearing leave of ninety (90) days or less, the employee may be guaranteed his/her prior job at the exclusive option of the District. The District would be free to replace the employee as it sees fit. Early return from leave shall be at the District's discretion.

**Section 10.09. Personal Leave.** Annually in September, employees shall be given four 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 not be used on the following "blocked" days: The "181<sup>st</sup> Day," training days, snow make-up days, or during the first or last five days of school. Part time employees and employees hired after the first day of school shall receive personal leave pro-rated based on their FTE and total work days. An employee may request special consideration for personal leave to be granted during the blocked days for personally compelling reasons.

The District shall grant personal leave in the order the requests are received provided the requests are made in compliance with the above conditions. A maximum of 2 personal leave requests 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.

A maximum of four personal leave days may be carried into the following school year, to a maximum accumulation of ten days. A maximum of five days, excluding family illness or bereavement days, may be used in any one school year, unless additional use is approved in advance of use by the Director of Human Resources.

### **Section 10.10. Leave Sharing**

**Section 10.10.01 Receiving Leave Sharing.** 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, provided required medical certification, 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 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 his/her 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; and/or
- E. If the employee is later found to be eligible for industrial insurance benefits, the employee agrees to and shall reimburse the school 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 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 a staff member may receive under this policy. Normally a staff member shall not receive more leave than the number of assigned 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 five hundred twenty-two (522) days of leave, except as noted in RCW 41.04.665.

**Section 10.01.02 Donating Leave Sharing.** An employee may donate 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 value of leave transferred is based upon the current salary rate of the person receiving the leave. The receiving staff member will continue to be paid his/her regular rate while on shared leave. For example, if a staff member earning \$30.00 an hour donates one day of leave to someone earning \$15.00 an hour, the recipient would get two days of sick leave. However, if the \$15.00 an hour employee donates one day to the \$30.00 an hour employee, the higher-paid employee would receive one-half day 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 10.11. Military Absences.** The School District will return to employment without loss of seniority, employees (except temporary employees) in compliance with the Universal Military Training and Service Act, who have entered the Armed Forces of the United States and have satisfactorily completed their period of training and service under the various regulations governing said service and:

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

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

An orderly procedure for processing of employee grievances is a matter of mutual concern for the Union and the District. For purposes of this Agreement a grievance shall be defined as any condition, action, or lack of action of the School District which the employee believes to be a violation, misinterpretation, or misapplication of the provisions of this Agreement. The employee is entitled to have Union representation at any conference held pursuant to this Article. Prior to filing any grievance under this Article, it is preferred that the employee discuss his or her concerns with the employee's immediate supervisor as a good faith attempt to resolve any disagreement without the need for further proceedings.

#### **Section 11.01. STEP 1:**

Within twenty (20) working days following the employee's knowledge of the act or condition which is the basis for a grievance, the employee or the Union shall submit a Step 1 grievance in writing to Human Resources. The grievance shall include the grievant(s), the date of the occurrence, the specific clause or provision(s) of the agreement allegedly violated, the event(s) giving rise to the grievance and the remedy requested.

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

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

**Section 11.02. STEP 2:**

If the employee or Union is not satisfied with the Step 1 written response, the employee or the Union may submit a Step 2 grievance in writing to Human Resources within ten (10) working days of receipt of the Step 1 written response.

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

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

**Section 11.03. STEP 3:**

If the employee or the Union is not satisfied with the Step 2 written response, the employee or the Union may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the Superintendent or his/her designee, within ten (10) working days of receipt of the Step 2 decision.

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

**Section 11.04. STEP 4:**

If the employee or the Union is not satisfied with the Step 3 written response, except for grievances arising from Article V, Evaluations, the Union may require binding arbitration. If the Union elects to seek binding arbitration, it shall within ten (10) working days after receiving the Step 3 written response submit written notice to the Superintendent and Human Resources notifying of its demand to seek binding arbitration.

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

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

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

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

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

**Section 11.05. Time Limits.** If the stipulated time limits are not met by the District, the employee or the Union shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the employee, the grievance is deemed satisfied and may not be appealed further. The parties may mutually agree in writing to extend the time limits set forth in this procedure.

**Section 11.06.** The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

## **ARTICLE XII**

### **UNIFORMS**

**Section 12.01.** The District will require all employees to wear authorized uniforms. The District will create a uniform committee, consisting of two (2) security officers and two (2) administrative representatives. The authorized vendors for uniforms will be established by the uniform committee. The committee will also determine the cost parameters for all items purchased.

For CSOs and PSOs, upon hire and then annual thereafter, the District will provide an opportunity to purchase district approved security clothing, to a maximum of \$250, from a vendor selected by the district (substitute CSOs and substitute PSOs shall be allocated a maximum of \$150). Security uniforms shall all be maintained and cleaned by the employee and returned to the District upon separation from employment. If an employee's clothing items are damaged or need replacement, the employee shall discuss such replacement or repair needs with the Director of Compliance and Risk Management Services.

## **ARTICLE XIII**

### **PENSION**

**Section 13.01.** All classified employees who are employed in an eligible position are entitled to membership in and shall derive benefit from the State Employees' Retirement System in accordance with and pursuant to the Laws of the State and any amendments thereto authorizing and establishing this System.

**Section 13.02.** Central Pension Fund. During the continuance of this collective bargaining agreement, the employer shall pay into the "Central Pension Fund of the International Union of Operating Engineers and Participating Employers," on the account of each member of the bargaining unit, a monthly sum for each employee who is on the payroll of the Employer during the month prior to the one currently being paid and worked or was paid for eighty (80) hours during the prior month.

Each year the bargaining unit may determine an increase to the contribution of the Central Pension Fund out of their wage increase. Any changes in the Central Pension Fund contribution will be transmitted to the School District in writing.

**Section 13.03.** The Employer and the Union agree to be bound by the respective agreement and Declaration of Trust entered into on the date set forth herein for each Fund, namely as of September 7, 1960 establishing the Central Pension Fund of the International Union of Operating Engineers and participating employers, and by any amendments to either said Trust Agreement, heretofore and hereinafter adopted.

**Section 13.04.** The employer and the Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating such fund. The Employer and the Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its first representatives and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of each said Trust Agreement.

**Section 13.05.** The total due for each calendar month shall be remitted in a lump sum to each said Fund not later than ten (10) days after the last business day of such month.

#### **ARTICLE XIV**

#### **EXTRA AGREEMENTS**

**Section 14.01.** The employer agrees not to enter into any Agreement or Contract with its Employees, individually or collectively, which is inconsistent with the terms of a Collective Bargaining Agreement then in effect.

**Section 14.02.** Should Puyallup School District determine that it may be appropriate to subcontract work normally performed by bargaining unit members, the District will consult with the Union leadership prior to making a final decision to implement the same.

#### **ARTICLE XV**

#### **JOB DESCRIPTIONS**

**Section 15.01.** The School District agrees to develop job descriptions and job responsibilities for classified employees covered by this Agreement. In addition, when any new job is created, the District shall notify the Union and discuss the pay scale and classification.

**ARTICLE XVI**

**BULLETIN BOARDS**

**Section 16.01.** To the extent available to other employees, the employer agrees to provide suitable space for the Bargaining Unit to use as a bulletin board but employees cannot supply the bulletin board itself.

**ARTICLE XVII**

**INSPECTION PRIVILEGES**

**Section 17.01.** Authorized agents of the Bargaining Unit shall have access to the Employer's establishment during reasonable working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.

**ARTICLE XVIII**

**NO STRIKE AGREEMENT**

**Section 18.01.** There shall not be authorized any strike, slowdown, or other stoppage of work by the Union, regardless of whether an unfair labor practice is alleged. The employer shall not lock out any employee covered by this Agreement. Should a strike, slow down or stoppage by the Union Members occur, the Union will immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

**ARTICLE XIX**

**INSURANCE**

**Section 19.01.** 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 eligibility, the benefit offerings, including plan designs, carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction.

The contributions identified in this section 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.

Because the District currently does not receive adequate State funding for every employee, other general fund dollars are used to supplement the State allocation for benefits to employees.

**Section 19.02.** 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 19.03.** The District shall provide tort liability coverage for all employees subject to this Agreement.

## **ARTICLE XX**

### **WAGES UNDER THIS AGREEMENT**

**Section 20.01.** Employees shall be paid pursuant to the salary schedule included in Schedule A.

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

The salaries provided in this section and on salary schedule A 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 20.02.** Employees hired prior to February 1 of each year shall be entitled to an incremental raise or longevity awards (as earned) on September 1 for experience as shown in the salary schedule.

**Section 20.03.** Earnings from the start of the work year calendar to the end of the work year calendar are calculated by applying the hourly rate, times hours per day, times days to be worked in the work year calendar. Total is divided by the number of payments to be made during the work year to arrive at the monthly warrant time.

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

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

## **ARTICLE XXI**

### **INCENTIVE PROGRAMS**

**Section 21.01.**

**21.01.01. Attendance.** Employees who work at least twenty (20) hours per week shall be entitled to receive a perfect attendance incentive of \$500.00 per work year. Perfect attendance shall mean the employee completed the scheduled work year without using sick leave (including emergency leave), personal leave, or leave without pay. Time off for an approved worker's compensation claim

will not impact an employee's perfect attendance incentive. Attendance Incentive awards shall be paid on the employee's September pay warrant.

**21.01.02. Annual 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:

1. 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.
2. 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 the law, including RCW 28A.400.210 and RCW 28A.400.212.

**Section 21.01.03. VEBA Conversion.** The Union 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 XXII**

### **SUBSTITUTE EMPLOYEES**

**Section 22.01.** Substitute employees do not hold regular CSO or PSO positions (full time or part time) and are paid in accordance with schedule A.

**ARTICLE XXIII**

**SAFETY AND PROBLEM-SOLVING**

**Section 23.01.** In the spirit of cooperation, openness and trust, the parties wish to attempt to discuss and resolve problems that arise during the life of this Agreement. To this end, a team with representatives from each party will meet regularly to discuss and mutually resolve problems, including District safety and emergency response.

**ARTICLE XXIV**

**TRAINING**

**Section 24.01.** The District will determine any mandatory training and will pay for time spent in such efforts. Attendance at mandatory trainings is required and leave will not be authorized for these days. If trainings are scheduled after hours or on non-workdays, employees will be compensated at their regular rate of pay, or at overtime rates as appropriate. Mandatory trainings will be scheduled throughout the year using the following schedule:

- Upon Hire:
  - 8 hrs First Aid/CPR (all)
  - 16 hrs Right Response (CSO and CSO substitutes only)
  
- Annually:

<b>Type of Training</b>	<b>Hours</b>	<b>CSO</b>	<b>Sub CSO</b>	<b>PSO</b>	<b>Sub PSO</b>
District Training / Defensive Tactics	8	X	X	X	X
Building Directed Training	8	X			
Right Response Refresher Course	8	X	X		
Patrol Training	8			X	X
“181 <sup>st</sup> Day” Building Training	4	X			
SafeSchools Online Training	4	X	X	X	X
<b>TOTAL HOURS</b>		32	20	20	20

- As Needed:
  - PSOs will receive OC (pepper spray) training, to be updated when deemed necessary by the District.
  
  - All employees and substitutes are required to maintain valid First Aid/CPR certification. Employees will be compensated their regular rate of pay or at overtime rates, as appropriate, for time spent in these trainings. Upon completion of the trainings, employees must submit verification of completion to Human Resources. If employees participate in First Aid/CPR classes offered outside the District, the employee shall be responsible for all class registration/participation fees. Employees are responsible for scheduling their own attendance at these trainings.
  
  - Other District training, debriefs, and professional development as deemed necessary.

Upon completion of the trainings, employees must submit verification of completion to their supervisor.

**ARTICLE XXV**

**VEHICLE DAMAGE**

**Section 25.01. Vehicle Damage.** Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance policy. When an employee's vehicle is damaged in a school setting by vandalism, or is accidentally damaged by a student, the District will reimburse the amount of the deductible to a maximum of \$500, 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 benefit. Acts of damage to an employee's vehicle caused by the District will be fully covered by the District.

**ARTICLE XXVI**

**INJURY CAUSED BY ANOTHER PERSON**

Any case of work place injury caused by another person shall be promptly reported to the District. The District shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. If the employee submits a worker's compensation claim noting non-accidental physical harm caused by another person and the claim is approved, the employee shall be reimbursed by the district for documented out of pocket expenses incurred from the physical injury and/or reimbursed for the value of leave days not covered by worker's comp, to a maximum of \$1,000, provided the supporting documentation is submitted to the HR department within six months of the date of the injury. This paragraph does not apply to civil litigation instituted by the employee.

\* \* \* \* \*

THIS AGREEMENT SHALL be in full force and effect from September 1, 2021 through August 31, 2024.

THIS AGREEMENT shall be reopened to negotiation ninety (90) calendar days prior to the expiration date.

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

THIS AGREEMENT may be opened and modified at any time during its term upon specific written mutual consent of the parties.

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  
DISTRICT SECURITY OFFICERS

//Signed copy on file                      9/7/21  
Amie Brandmire                              Date  
For the District

//Signed copy on file                      8/9/21  
Roberta Burnett                              Date  
For the Union

Schedule A

Puyallup School District 2021-22 Security Salary Schedule	Hourly Rate				Longevity					
		step 1	step 2	step 3	step 4	10 years	15 years	20 years	25 years	30 years
Regular Rate		25.03339	28.00823	28.36523	28.64889	29.04889	29.24889	29.44889	29.89889	30.14889
	AA	25.28372	28.28831	28.64888	28.93538	29.33538	29.53538	29.73538	30.18538	30.43538
	BA	25.53406	28.56839	28.93253	29.22187	29.62187	29.82187	30.02187	30.47187	30.72187
Substitute Security Officer		25.03339								
Service Years Completed in Bargaining Unit Longevity (rates are not compounded):	<b>Education</b>									
10 years - \$0.40 15 years - \$0.60 20 years - \$0.80 25 years - \$1.25 30 years - \$1.50	<ul style="list-style-type: none"> <li>• 1% AA degree* or two years as commissioned police officer or military police <span style="float: right;"><i>Degrees and certifications must be from Accredited Institutions</i></span></li> <li>• 2% BA degree* or five years as commissioned police officer or military police</li> </ul>									
The wages above include the Central Pension Fund deduction of \$0.50.										
The Sparks Security Officer shall receive \$1.00/hour above his/her regular security rate of pay.										
2022-23 IPD + 1%										
2023-24 IPD										