

AGREEMENT

BETWEEN THE

PUYALLUP SCHOOL DISTRICT #3

AND

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

SEPTEMBER 1, 2024 - AUGUST 31, 2027

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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”), District Security Officers (“DSOs”) 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, DSOs 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, they may have Union representation at a discipline hearing.

Section 1.05. Shop Stewards.

The Union shall provide the district with the names of its designated Field Representatives and Shop Stewards. The Union has limited the duties, functions, and responsibilities of its Shop Stewards to: receiving complaints from employees, ensuring District adherence to CBA expectations, and reviewing/reporting concerns of CBA violations to the appropriate representative or Local Union Business Manager.

ARTICLE II

UNION MEMBERSHIP AND RIGHTS

Section 2.01.

Employees shall have the option to join the union and/or maintain union membership. The Field 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 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.

Shop Stewards 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 District Safety/Security office).
2. Approval of the District Safety/Security office 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 60 consecutive workday 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) workdays if mutually agreed upon by the District and Union. Section 1.05. Shop Stewards. The Union shall provide the district with the names of its designated Field Representatives and Shop Stewards. The Union may delegate the following responsibilities to Shop Stewards: receiving complaints from employees, ensuring District adherence to CBA expectations, and reviewing/reporting concerns of CBA violations to the appropriate representative or Local Union Business Manager.

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 qualified individuals within each classification group.

However, in hiring and layoff situations where two individuals are in the same classification group, classification seniority will control.

Section 4.01.01. Reductions and Layoffs.

Reductions and layoffs will first be achieved through attrition. Prior to implementation of this provision, the parties will meet to discuss the necessity for the reduction or layoff of staff.

Employees on layoff status will be on a recall list for one calendar year, during which time they will have preference (after the normal bidding process) in hiring for equivalent-hour positions for which they are qualified, within the classification group from which they were laid off.

Section 4.02. Classification Groups.

The four 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”
- District Security Officers – “DSOs”

Section 4.03. Seniority.

Seniority rights are effective within the four classifications of Full Time CSO, Part Time CSO, DSO and PSO. The seniority of an employee shall be established as of the date they were 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. Assignments.

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 District.

Section 4.04.01. Open Positions.

For a minimum of 5 days, open positions will be posted on the District’s website, with first priority given to bidders within the classification. Security staff wanting to change classifications must bid to do so, and will be subject to the external hiring process. External hires, and internal bidders who bid into a new classification must be qualified to be considered. At any time, if two employees who bid on a position, the one with the greatest seniority in the classification will be selected. No employee may change jobs more than one time per work year, to ensure a safe, consistent environment for schools, unless they were transferred into the position. 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, they 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, Field Representative and both school’s Principals are in agreement.

1. When the Field Representative and District agree to begin the consensual transfer process for any campus officer, the District will alert the Field Representative 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 Field Representative 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 Field Representative in a timely manner.

Section 4.07. Employee Notification.

The names, home mailing address, home and cell phone numbers, personal email address, work assignment, work location, work email address, hire date, and salary information of employees shall be provided to the Field Representative mid-month, and again after the completion of final payroll.

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. Workday.

Working hours and shifts will be established by the District. Except in emergencies, employees will be provided ten (10) workdays’ notice if their 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. Campus Security Overtime.

Except in emergencies, overtime will first be offered on a rotating basis to bargaining unit employees within the building (or the identified offsite location) for that building’s needs and activities. Second, it will be offered to regular CSO/DSO 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. For all overtime offerings, work will be offered to regular employees before substitute employees. 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:

Region 1	Region 2	Region 3
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
District Offices (ESC, etc.)	Puyallup Digital Learning	Spinning Elementary
	Summit	Stewart Elementary
		Waller Road Elementary

Section 7.03. Patrol Security Overtime.

Substitute and additional Patrol coverage shall be offered as follows: first, regular PSOs/DSOs who would not incur overtime; second, trained substitute PSOs who would not incur overtime; third, trained and interested regular CSOs; fourth, trained interested substitute CSOs. On holidays, because any District employee would receive holiday pay, preference for substitute Patrol Officers will be given first to regular PSOs/DSOs; second, to substitute PSOs, then to regular CSOs, then to substitute CSOs. Such opportunities will be announced 48 hours in advance, except in the case of 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 7.05. Extra Work.

Before accepting extra work, the employee and District shall define and agree on the capacity of work to be performed. 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 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 security capacity, the employee may be compensated at their regular security rate of pay for such time worked.

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 Field 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, by making an appointment through Human Resources. Inspection shall be in the presence of a District representative. The employee may have a Shop Steward accompany them 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 District shall notify an employee, in writing, of any material judged by the District to be of a derogatory nature that has been placed in their 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, they 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 their 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.

Section 7.13.

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

ARTICLE VIII

HOLIDAYS

Section 8.01. Holidays

Section 8.01.01. Holidays for Full Year Employees. 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	Memorial Day
Christmas Eve Day	Juneteenth
Christmas Day	Independence Day
New Year's Eve Day	

Section 8.01.02. Holidays for Less Than Full Year Employees.

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	Juneteenth*

(Juneteenth will be given as a paid holiday if the employee's regular work schedule requires them to work the day before the holiday and the day after the holiday.)*

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, they 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 their 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 their supervisor and the substitute office of their time needed and reason for an absence, a minimum of one hour in advance of their 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 their illness, injury and emergency leave for routine medical appointments.

Section 10.02. Worker’s Compensation.

Employees covered by Workers’ Compensation and State Industrial Insurance laws shall, upon loss of time due to a job-related injury or illness and after establishment of eligibility for such benefits, make a decision regarding use of accumulated regular illness, injury, or emergency leave. Provided further that if the employee has exhausted all sick leave prior to the effective date of the beginning of the Workers’ Compensation eligibility, the District will provide up to three (3) additional days of leave or whatever portion thereof is needed. Employees may choose to supplement disability payments from Puget Sound Workers’ Compensation Trust with a proportionate share of accrued leave to equal a normal day of pay, choose to receive a full day of appropriate accrued leave benefits in addition to the disability payment, or receive only disability payments from Puget Sound Workers’ Compensation Trust. The Human Resources Office will provide an election form when notified of the job-related injury or illness.

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

Additionally, the District will continue to pay the medical insurance premiums for the balance of the school year for an employee eligible for Workers’ Compensation who has exhausted all sick leave.

Section 10.03. Bereavement Leave.

The District and the Union understand the deep impact that death can have on an individual and family. Therefore, the following bereavement leave provisions are available to provide employees time off from work for planning and attending a funeral/memorial service and for dealing with immediate family matters surrounding a death.

1. An employee shall be allowed up to five days of bereavement leave for the death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, parent, parent-in-law, stepparent, child, child-in-law, stepchild, sibling, sibling-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. The number of days of leave, not to exceed five per occasion of death shall be allowed according to the circumstances of each case as

determined by the Director of Human Resources. Upon request by an employee, bereavement leave for the death of any other close family member as defined by the employee will be granted on a case-by-case basis and will not be unreasonably withheld. Bereavement leave days need not be used consecutively but shall normally be used within one month following the death unless the Director of Human Resources has authorized an extended usage period. Bereavement leave days are not cumulative or transferable. No deductions from salaries or sick leave shall be made during these days.

2. Additional emergency leave days from the employee's sick leave may be utilized upon approval from Human Resources.
3. An employee who has the death of a colleague may be authorized a half (1/2) day or one full day of bereavement leave by the District to attend the memorial and/or a funeral service. No deduction from the employee's salary or sick leave shall be made for this day.
4. For the death of any individual of personal significance to the employee not covered above, the employee may use up to three (3) days of available personal leave or available emergency leave to attend a funeral/memorial service.

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 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 PFML).

Employees may be eligible for additional leave under the Federal Family and Medical Leave Act (FMLA) or Washington State Paid Family Medical Leave (PFML). 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 their 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 “181st 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’s office of Safety/Security 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. Additional requests may be considered by the District on a case-by-case basis. 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 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 District’s office of Safety/Security. Employees may receive monetary compensation at per diem for all of their unused personal leave days annually. Such a request for monetary compensation must be made by June 1 on a form provided by Payroll.

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 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.

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 10.10.02 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 their 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, the employee will discuss the concerns with their immediate supervisor as a good faith attempt to resolve any disagreement without the need for further proceedings. Grievance Steps 1 and 2 below may be utilized by an employee or the Field Representative. Grievance Steps 3 and 4 below may only be utilized by the Field Representative.

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 Field Representative 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 to the grievant and Field Representative 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 Field Representative is not satisfied with the Step 1 written response, the employee or the Field Representative 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 to the grievant and Field Representative 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 Field Representative is not satisfied with the Step 2 written response, the Field Representative may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the Superintendent or designee, within ten (10) working days of receipt of the Step 2 decision.

The Superintendent or designee shall provide the Field Representative 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 Union is not satisfied with the Step 3 written response, except for grievances arising from Article V, Evaluations, they may appeal to 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 their 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/union, 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 District 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.

Annually, the District will provide an opportunity for employees to purchase district approved security clothing and shoes, to a maximum of \$325, from a vendor selected by the district (substitute CSOs and substitute PSOs shall be allocated a maximum of \$200). Security uniforms shall all be maintained and cleaned by the employee. If an employee's clothing items are damaged or need replacement, the employee shall discuss such replacement or repair needs with the District.

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 District 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 District 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 and reflected as a footnote on the salary schedule.

Section 13.03.

The District 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 District and the Union consent to and accept the terms, conditions and provisions of each written Trust Agreement and as amended, creating such fund. The District 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 District 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 District 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 Field Representative and discuss the pay scale and classification.

ARTICLE XVI

BULLETIN BOARDS

Section 16.01.

To the extent available to other employees, the District 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

UNION ACCESS

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 District 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. Safety.

The District and Union are jointly committed to providing quality educational programs in a warm, open, and supportive environment which protects the safety and security of all students and employees. Without revealing specific information regarding criminal histories, medical histories, or specifically protected private information, security employees will be notified, as appropriate, of students who have exhibited serious assaultive behaviors and when employees are specifically noted as part of any student’s Support and Supervision Plan. All information shall be kept confidential within the scope of the security employee’s job responsibilities.

The District and Union also understand the importance of transparent communication to employees and parents concerning major safety and behavior incidents that occur on school campuses. This commitment includes prompt notification, with reasonable efforts to communicate with employees, taking into account those working on adjacent campuses where appropriate, including possession or use of weapons, serious threats, and other instances deemed by school administration as significantly impacting the safety or well-being of a majority of employees and/or students.

Section 23.02. Problem Solving.

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 as needed 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 general schedule:

- Upon Hire: First Aid/CPR and de-escalation training.
- Annually:

Type of Training	CSO	DSO	PSO	Sub CSO	Sub PSO
District Directed Training (law enforcement training, de-escalation refresher, specific job-related training, etc.)	24	24	12	24	12
Building Directed 181st Day Training (including time for Online Vector trainings)	8	8	0	0	0
Vector Online Training	0	0	4	4	4
TOTAL HOURS	32	32	16	28	16

- As Needed:
 1. 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.
 2. Other District training, debriefs, and professional development as deemed necessary.

Upon completion of the trainings, employees must submit verification of completion to the District Safety/Security office.

Employees may propose topics for all-Security training days.

Building administrators will submit training requests to the District’s Safety/Security Office when seeking to release any employee for participation in Building-directed trainings that require missing any part of a student attendance day. Final prior approval to attend the training will be provided to the employee by the District’s Safety/Security Office.

Section 24.01.01. Professional Development. Employee requests to attend professional development opportunities may be submitted to the District’s Safety/Security Office and will be reviewed based on the following factors:

- Content relevance
- Availability of virtual options
- Previous similar trainings attended
- Budgetary constraints
- Staffing impacts

When employees are approved to attend professional development, they may be asked to present a teach-back session for their colleagues.

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 designated work parking area or within the course of an employee’s job responsibilities by vandalism, which includes a reportable hit-and-run incident, the District will reimburse the amount of the deductible to a maximum of \$2,000. Employees who have vehicles that are not covered by insurance shall receive the same benefit. Damage to an employee's vehicle caused by District negligence will be fully covered per by the District’s coverage agreement in force at the time of the incident.

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, 2024 through August 31, 2027.

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

Amie Brandmire Date
For the District

//Signed copy on file

Oumar Diallo Date
For the Union

Memorandums of Agreement

2024-25 MOA – Evaluation Tool

The Union and District agree to meet during the 2024-25 school year to develop a revised evaluation tool, to more accurately represent the work and expectations of all security employees. If changes impact section 5.01, the parties agree to make recommendations to the bargaining team for consideration.

2024-27 MOA – Baton Pilot Program

The parties agree to issue batons to PSOs as a pilot program for the duration of the CBA, to include appropriate training and use. The parties will meet as needed to review the progress of the pilot.

PUYALLUP SCHOOL DISTRICT #3

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #302
DISTRICT SECURITY OFFICERS

//Signed copy on file

Amie Brandmire Date
For the District

//Signed copy on file

Oumar Diallo Date
For the Union

Puyallup School District 2024-25 Security Salary Schedule	Hourly Rate				Longevity						
		step 1	step 2	step 3	step 4	10 years	15 years	20 years	25 years	30 years	35 Years
Regular Rate		32.38625	32.79905	33.12706	33.78960	34.28960	34.53960	34.78960	35.03960	35.28960	35.53960
	AA	32.71011	33.12704	33.45833	34.12750	34.62750	34.87750	35.12750	35.37750	35.62750	35.87750
	BA	33.03398	33.45503	33.78960	34.46539	34.96539	35.21539	35.46539	35.71539	35.96539	36.21539
Substitute Security Officer		32.38625									
Service Years Completed in Bargaining Unit Longevity (rates are not compounded):	Education										
10 years - \$0.50 15 years - \$0.75 20 years - \$1.00 25 years - \$1.25 30 years - \$1.50 35 years - \$1.75	<ul style="list-style-type: none"> • 1% AA degree* or two years as commissioned police officer or military police <i>Degrees and certifications must be from Accredited Institutions</i> • 2% BA degree* or five years as commissioned police officer or military police 										
The wages above include the Central Pension Fund deduction of \$0.50 (\$0.05 contribution by the District and \$0.45 contribution by the employee).											
The Sparks Security Officer shall receive \$1.00/hour above his/her regular security rate of pay.											
2025-26 State Inflationary Adjustment + 1%											
2026-27 State Inflationary Adjustment											

rvs 02.07.25