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AGREEMENT

BETWEEN THE

PUYALLUP SCHOOL DISTRICT

AND THE

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

PUYALLUP CUSTODIAL EMPLOYEES

September 1, 2019– August 31, 2022

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1 **AGREEMENT**

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

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

9
10 **ARTICLE I**

11 **UNION RECOGNITION AND MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

16

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

21

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

25

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

30

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

37

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

40 **ARTICLE II**

41 **UNION MEMBERSHIP**

42

43

44

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

48

49 **Section 2.01.01 New Employees.** The District shall provide an opportunity for the union
50 representative to meet with new employees (including substitutes), to provide information about

1 the union, pursuant to RCW 41.56.037.

2
3 **Section 2.02 Dues Deduction.** The District and Union shall comply with the provisions of RCW
4 41.56.110 regarding dues deductions. Written authorizations/revocations received after the District's
5 monthly payroll cutoff date will be processed the following month. The District shall be held harmless
6 by the Union for compliance with this article.

7
8 **ARTICLE III**

9
10 **PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

11
12 **Section 3.01.** Probationary Period. Upon hire into a regular position (does not include substitutes), a
13 new employee to the bargaining unit shall serve a probationary period of ninety (90) work days. With
14 notification to the union, the probationary period may be extended up to sixty (60) work days and shall
15 include a plan of improvement and additional training as needed.

16
17 Articles XII (Grievances) and XIII (Discipline, Suspension, Termination) shall not apply to
18 terminations during a probationary period.

19
20 **Section 3.02.** Upon successful completion of probationary period the new employee shall be classified
21 as a regular employee and shall be credited for all seniority acquired during the probationary period.

22
23 **Section 3.03.** Trial Service Period. Employees (does not include substitutes) who move to a higher-
24 level position shall serve a trial service period of up to forty-five (45) work days. During this time, the
25 employee is evaluated and/or trained in the skills and requirements of the job assignments. Any
26 employee serving a trial service period shall be reassigned to his/her former position and work station
27 (unless the former position has been filled) or a comparable position if s/he requests or if found
28 unsatisfactory in the first forty five (45) work days in the trial service position. After the first forty-
29 five (45) work days, such employee may be so reassigned, unless the former position has been filled
30 and there are no open comparable positions.

31
32 **ARTICLE IV**

33
34 **SENIORITY AND PRIOR WORKING EXPERIENCE**

35
36 **Section 4.01 Qualifications.** One of the desired qualifications of a Facilities Operations Manager is
37 leadership ability. This will be determined by the employee's training, evaluations, work records in the
38 employee's personnel file.

39
40 One of the desired qualifications of any custodian working at the District Administration buildings is
41 the ability to maintain a confidential relationship to the work assignment. This will be determined by
42 the employee's evaluation and the work records in the employee's personnel files.

43
44 **Section 4.01.01 Bidding and Awarding of Lateral Positions.** When qualified employees bid
45 on a lateral, vacant position, the assignment shall be awarded by seniority within the bargaining
46 unit.

47
48 When a "lateral" custodial position becomes open in a building, qualified custodians already
49 holding a regular Custodial position in that building shall have the right of first refusal to the
50 open position, based on seniority, without regard to the bidding process, and in accordance

1 with the following:
2

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

27
28 **Section 4.02.** All non-substitute vacancies shall be emailed to the employees within thirty (30) business
29 days of the vacancy and will be open for a minimum of ten (10) consecutive business days.

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

34
35 Employees who have not had forty-five (45) days of work in their present position or employees with
36 documented performance or misconduct concerns within the current and/or previous two (2)
37 evaluation years will not be eligible to apply for a higher position (see section 4.07. for additional
38 requirements). Facilities Operations Managers and Assistant Facilities Operations Managers who
39 have not worked forty-five (45) days in their present position may not bid a lateral position in another
40 building. Other custodians may bid on any equal position in any other job location. However, they
41 may not change assignments laterally more than two (2) times in one contract year, and only after
42 completing ninety (90) days of work in their assignment.

43
44 If the union and District agree to mutually allow a probationary employee to bid on new or open
45 positions while inside their probationary period, the following parameters will be used: Probationary
46 employees may only transfer one time during their probationary period. Probationary employees will
47 be considered “internal” candidates, but their seniority for purposes of consideration of their bid will
48 be zero. Unless the Parties specifically agree to a different resolution, a probationary employee who
49 transfers to a new or open position will restart his or her ninety (90) or forty-five (45) day probation

1 period. When the probationary employee successfully completes his or her probationary period,
2 seniority will be granted as set forth in Section 3.02.

3
4 The Union shall be notified of any decision to eliminate a position or the inability to fill the vacancy
5 within thirty (30) business days of the closing date.

6
7 **Section 4.03.** Seniority shall be broken by justifiable discharge or voluntary quit. However, employees
8 returning to the District within two (2) years of separation shall be credited back with all of their former
9 seniority, which may be reinstated only if they return as a substitute in the custodial bargaining group
10 and are then awarded a regular position within the bargaining group within that two year period. The
11 seniority lists shall be brought up to date on September 1 by the District and posted by September 30
12 with copies sent to the Union. Each Facilities Operations Manager will be provided a copy to be posted
13 on a bulletin board in each school for the employees' benefit.

14
15 **Section 4.04 Involuntary Transfer.** An employee may be involuntarily transferred from one work
16 site to another work site for all or part of his/her work hours, when necessitated by a change in staffing
17 needs, a change in student enrollment, closure/opening of schools, or changes in school boundaries.
18 Involuntary transfers will not be made arbitrarily or capriciously. A change of an employee's work
19 station/assignment within the same site shall not constitute an involuntary transfer. The Director of
20 Operations will begin the involuntary transfer process by asking for volunteers from the specific site
21 where the transfer needs to be made. If a volunteering employee has a current evaluation rating of
22 "needs improvement" or "unsatisfactory" the District and Union must agree that the employee may
23 volunteer for involuntary transfer. If no employees volunteer, the least senior employee at the specific
24 site where the transfer needs to be taken will be transferred.

25
26 Employees who are involuntarily transferred shall have the right to return to an opening in their former
27 position at the site from which they were involuntarily transferred, for a period of one (1) calendar year
28 from the date of the involuntary transfer. It is the employee's responsibility to monitor open positions
29 for which the employee may have a return right and to notify the Director of Operations that the
30 employee believes he/she has a return right for a position before the position closes. If the employee
31 does not notify the Director of Operations of his or her return right or opts to not return to his/her former
32 position when it becomes vacant, the employee's right to return shall end.

33
34 **Section 4.05 Work Force Reductions.** When it is necessary to reduce the work force, the District will
35 meet with the Union to explain the necessity for the reduction. The District shall determine which
36 positions will be eliminated and/or reduced.

37
38 **Section 4.05.01 Reductions.** A reduced-hour employee is one who suffers a reduction in
39 assigned work of four (4) or more hours per day. Reductions-in-hours shall be taken from the
40 most junior employee in the job title, district-wide. To accomplish this, the most junior
41 employee in the job title and shift at the school/site where the reduction needs to take place will
42 be involuntarily transferred to the school/site of the most junior employee in the job title
43 District-wide. The most junior employee in the job title District-wide will be involuntarily
44 transferred to the school/site needing the reduction, and his/her hours will be reduced
45 accordingly (the two employees will swap schools/sites, so that the reduction can be taken from
46 the most junior employee in the job title, District-wide).

47
48 The reduced-hour employee will be placed on a reduction recall list for the same hours and
49 title of work as he/she was reduced, for a period of one (1) year. If the employee refuses a
50 recall offer, the employee's recall right will be deemed exhausted.

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

5
6 If there are any impacted employees, prior to vacancies being posted, the impacted employees
7 shall choose assignments from open positions in seniority order. Impacted employees who
8 have chosen a position from those that are vacant are eligible to bid prior to the expiration of
9 forty-five (45) days in their new position.

10
11 If an employee whose position has been eliminated has no opportunity to choose an
12 assignment from open positions, the employee may replace the most junior employee with the
13 same job title, if qualified for the junior employee's position. If the impacted employee is not
14 so qualified, or there are no other jobs with the same title, he/she may replace the most junior
15 employee with hours equal to his/hers at the time of the position elimination in the same pay
16 level (regardless of location), if qualified. If not qualified, or there are no junior employees
17 with the same number of hours in his/her pay level, the impacted employee will be laid off
18 and placed on the layoff recall list, per Section 4.05.03.

19
20 **Section 4.05.03 Layoff Return Rights.** Employees affected by layoff will be on the District's
21 recall list for two (2) years. Employees affected by layoff will be recalled for a vacant position
22 for which they have the ability and a satisfactory work record. If the recalled employee does
23 not accept the recall, they will be dropped from the recall list. Employees recalled from lay-
24 off status shall retain their previously accrued seniority and longevity accrued at the time of
25 their lay-off and accumulated sick leave and vacation leave provided the leave has not been
26 cashed out or used while employed by another public agency. The District will make
27 reasonable efforts to achieve reductions in force through attrition. However, if any staff are
28 laid off for this reason, they will be added to the custodial substitute pool, if so requested and
29 if qualified.

30
31 An employee who leaves the Bargaining Unit, but continues as an employee of the District,
32 shall have up to one hundred twenty (120) calendar days the right to return to the Bargaining
33 Unit without any loss of previously accrued seniority and to be allowed the right to bid on the
34 next available position. After one hundred twenty (120) calendar days, the employee will lose
35 all Bargaining Unit seniority and a new seniority date will be established when returning to the
36 Bargaining Unit.

37
38 **Section 4.06 Licensed Positions.** Employees applying for or bidding on a position which requires a
39 license or certification must have the license or certificate to be interviewed, or upon mutual agreement
40 by the District and the employee, must obtain such required license within the first sixty (60) working
41 days in the position.

42
43 **Section 4.07 Selection Process.** Assistant High School Facilities Operations Managers will be utilized
44 at their school to fill in when the Facilities Operations Manager at their school is absent. All other
45 Facilities Operations Managers absences will be filled using the Sub-FOM-A list, then the Sub-FOM-
46 B list, in accordance with A and B below. If there is no Sub-FOM-A list substitute available on the
47 first day of an assignment, a B-List Sub-FOM will be assigned. Once an A-List Sub-FOM is available,
48 he/she will assume the assignment, in place of the B-List Sub-FOM.

1 A. Substitute Facilities Operations Manager “A” List: Employees that meet the criteria in #1-3
2 below will be placed on the Sub-FOM-A list at their request, and will have priority to
3 assignments, on a rotational basis using the date the employee was placed on the “A” list,
4 for Sub-FOM coverage.
5

6 Absences of Sub-FOMs assigned to an assignment: if a sub-FOM has worked less than
7 thirty (30) working days in an assignment, but needs to be absent for any reason (other than
8 pre-approved vacation or personal leave absences for three (3) days or less), the assignment
9 will be filled by the next Sub-FOM in the rotation. If a Sub-FOM has substituted in an
10 assignment for thirty (30) work days or more, but needs to be absent, he/she shall not be
11 rotated out of the assignment, unless he/she misses three (3) consecutive days of work
12 (excluding pre-approved vacation or personal leave absences for three (3) days or less), or
13 does not meet expectations.
14

15 Sub-FOM-A List Qualifications:

- 16 1. Completion of all training classes that will apply toward salary advancement on the
17 custodial salary schedule and leadership/supervisory training.
- 18 2. Have no documented discipline issues in the current or past two (2) evaluation years.
- 19 3. An evaluation score of at least “above expectations” on his/her last evaluation.
20

21 Employees must maintain the requirements above to be eligible to remain on the Sub-FOM-A list.
22

23 Employees who are in their probationary period or who have not completed one (1) year of
24 consecutive PSD custodial experience (not including substitute experience) are not eligible to be
25 placed on the Sub-FOM-A list.
26

27 Employees on the Sub-FOM-A list will have preference by seniority (using the employee’s most
28 recent date placed on the Sub-FOM-A list) qualifications and performance/leadership ability as a
29 Sub-FOM when bidding on a higher position.
30

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

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

45 B. Substitute Facilities Operations Manager “B” List: Employees that express an interest in
46 becoming a Sub-FOM but do not meet all of the criteria to be on the Sub-FOM- A list, may be
47 placed on the Sub-FOM-B list, provided:
48
49

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

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

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

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

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

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

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

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

1. All Facilities Operations Managers must take the three training increments, which shall be Sustainable Cleaning, General Building Maintenance, and a leadership/supervisory training class.
 - A. All custodial employees hired before September 1, 1999 shall be grandfathered for lateral transfers, and all custodial employees who have received the third training increment already will not be required to take the General Building Maintenance class to continue to receive this increment.

2. To advance to Elementary Facilities Operations Manager or High School Assistant Facilities Operations Manager, employee must
 - Complete the three training classes
 - Be active on the sub Facilities Operations Manager “A” list and have completed forty-five (45) days of substitution within the previous twelve (12) months as a substitute Facilities Operations Manager
 - Have an overall rating of “above expectations” on current evaluation
3. To advance to Junior High Facilities Operations Manager, employee must
 - Complete the three training classes
 - Be PSD Elementary Facilities Operations Manager or High School Assistant Facilities Operations Manager for 2+ years within the past 5 years
 - Have an overall rating of “above expectations” on current evaluation
4. To advance to High School Facilities Operations Manager, Stadium Manager, or Floor Crew Facilities Operations Manager, employee must
 - Complete the three training classes
 - Be PSD Junior High Facilities Operations Manager for 2+ years within the past 5 years
 - Have an overall rating of “above expectations” on current evaluation
 - Successfully pass applicant testing and interview (Stadium Manager and Floor Crew FOM only)
5. If there are no internal bidders on an open position or if no internal bidders meet the qualifications in #2, #3 and #4 above, the District will repost the position for consideration of external applicants (internal bidders who did not meet the qualifications in #2, #3 and #4 above may reapply as an external applicant but will have no priority over other external applicants).

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

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

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

ARTICLE V

EVALUATIONS

Section 5.01. The District and the Union agree that the primary purpose of evaluation is the improvement of performance. Two essential elements of the evaluation process are fairness and

1 objectivity, which are to be used as guiding principles by the supervisor. Material used in the
2 employee's evaluation is to be of a factual nature and based upon actual observation and documentation
3 whenever possible during the evaluation period. Evaluations incorporate compliments and suggestions
4 for improvements. A successful evaluation process is dependent upon open and honest communication
5 throughout the year between the employee and the supervisor.

6
7 The evaluation form is attached as Appendix C. The District will evaluate employees by May 1
8 annually or when appropriate. Any employee may request an evaluation after ninety (90) work days of
9 the last evaluation. This evaluation will be completed within thirty (30) business days from date of
10 receipt of written request. An employee must receive an overall rating of "above expectations" on the
11 last evaluation and must not have pending disciplinary action or pending performance issues to be
12 eligible to bid on a vacant position which provides them a salary advancement. An employee must
13 receive an overall rating of "meets expectations" or "above expectations" on the last evaluation to be
14 eligible to bid on a vacant position which does not provide them a salary advancement.

15
16 Any employee with an overall rating of "unsatisfactory" will be provided written notice of the areas of
17 performance that are unacceptable and the plan of improvement support or training that will be made
18 available by the District. The employee will be re-evaluated within ninety (90) work days. The
19 supervisor will meet with the employee at least every twenty (20) work days to review the employee's
20 progress toward improvement. The employee may also request feedback on his/her progress toward
21 improvement at any time. If the employee is failing to make substantial progress toward improvement,
22 the twenty (20) day reviews shall be provided in writing to the employee and the union. The District
23 may issue a new evaluation at any time, if the employee makes necessary improvements, or if a decision
24 is made to extend the plan of improvement period prior to the re-evaluation for an additional sixty (60)
25 work days (in cases where there has not been sufficient improvement in work performance). Failure
26 to obtain a satisfactory re-evaluation is grounds for termination.

27
28 Custodial employees will be evaluated by operations management staff. Evaluations of Facilities
29 Operations Managers may also include direct input from the building principal.

30 31 **ARTICLE VI**

32 33 **DISCRIMINATION**

34
35 **Section 6.01.** The District shall abide by all State laws, Federal laws and District Policies governing
36 discrimination.

37
38 **Section 6.02.** No public employer or other person shall directly or indirectly interfere with, restrain,
39 coerce or discriminate against any public employee or group of public employees in the free exercise
40 of their right to organize and designate representatives of their own choosing for the purpose of
41 collective bargaining or in the free exercise of any other right under State or Federal law that applies
42 specifically to the common schools of the State of Washington.

43 44 **ARTICLE VII**

45 46 **WORKING HOURS, WAGES AND PERSONNEL POLICIES**

47
48 **Section 7.01 Overtime.** Working hours and shifts will be established by the employer. Pay for work
49 beyond forty (40) hours per week and eight (8) hours per day will be made at the rate of time and one-
50 half. Illness, injury and emergency leave, vacations and paid holidays, shall be counted as time worked

1 for the purpose of computing overtime. Work on the sixth consecutive day by full-time employees
2 shall be at the rate of time and one-half. Work on Sunday (unless Sunday is included in the employee's
3 regular work schedule) or the seventh consecutive day shall be at twice the regular rate. Overtime must
4 be authorized through established channels except in extreme emergencies. Regular shift times,
5 including a thirty (30) minute duty-free lunch period, shall be established and may be changed on non-
6 student attendance days during the school year, or after five (5) days' notice, except in emergencies
7 involving the safety of person(s) and/or property. Any adjustment in work schedule because of the
8 need to open the school building early on Election Day will not be considered a change in schedule but
9 will be considered as overtime and paid at the regular overtime rate.

10
11 Except in cases of emergency, all District-required overtime will be made available on a rotating basis
12 to the department or building employees in which overtime is needed, as follows: Overtime for work
13 on High School turf fields will be first offered on a rotational basis to the field custodians at the site.
14 Overtime for work within a school/building will be first offered on a rotational basis to the building
15 custodians at the site. These employees must have at least a "meets expectations" rating on their current
16 evaluation and must have the skill and training required to perform said overtime. If no employees
17 within the department or building are qualified or available to work the overtime, the hours will be
18 offered to other employees of the bargaining unit, in seniority order, who have indicated on a list their
19 desire to work overtime. Employees on the overtime rotation list must have at least a "meets
20 expectations" rating on their current evaluation and must have the skill and training required to perform
21 the overtime work. If no employee accepts an offer of District-required overtime, the District shall
22 direct the overtime to the least senior employee who has the skill and training required to perform the
23 overtime.

24
25 Any employee on the Overtime List who does not accept an overtime assignment more than twice will
26 be removed from the Overtime List for thirty (30) days at which time the employee may make a written
27 request to be reinstated on the list. However, in the event of an emergency, or when particular
28 employees are needed to operate special equipment, the Overtime List need not be used. Further, this
29 section shall not be interpreted to preclude the use of substitutes to increase the size of the custodial
30 crew to complete extra work.

31
32 **Section 7.01.01 Optional Scheduled Overtime.** Any approved hours worked beyond forty (40)
33 hours in any one week or any approved hours worked beyond eight (8) hours in any one day will
34 be paid at a rate of one and one-half (1-1/2) hours for each hour of work for which overtime
35 compensation is required. Optional scheduled overtime may also be taken as compensatory time
36 if approved in advance by the employee's supervisor.

37
38 **Section 7.01.02 Emergency Overtime.** Any time there is an emergency or unplanned callback
39 situation, as determined by the District, the employee may elect overtime pay or comp time.
40 Employees called back for emergencies shall receive no less than two (2) hours pay per call and
41 shall be paid at a rate of one and one-half (1-1/2) hours for each hour of work. On Holidays,
42 Sundays or on the seventh consecutive work day, employees shall be paid double their regular
43 rate.

44
45 **Section 7.01.03 Comp Time Usage and Accrual.** An employee who has accrued comp time
46 and who has requested to use comp time must be permitted to do so within a reasonable period
47 after making the request, provided that the use of the comp time does not unduly disrupt the
48 school district's operation.

49
50 Employees may use "Comp Time" with prior approval under the following conditions:

- 1 1. Custodial employees may use comp time on non-school days when in the
2 opinion of the supervisor the use of comp time will create no undue disruption
3 to the completion of custodial work.
- 4
- 5 2. Custodial employees may use comp time on school days only when it would be
6 unnecessary to hire a substitute to complete the work the employee would
7 ordinarily be doing.
- 8
- 9 3. With prior approval from a supervisor, custodial employees may use comp time
10 instead of other leaves when the absence from work is beyond the control of the
11 employee and would otherwise result in the use of sick leave, emergency leave,
12 personal leave or bereavement leave.
- 13
- 14 4. An employee may accrue more than forty (40) hours of comp time in any one
15 (1) year, but the District may at its option buy down the comp time to forty (40)
16 hours each August 31 for any employee or employees.
- 17

18 **Section 7.01.04 Stadium Custodian.** The custodian assigned to the Stadium shall have
19 established as his/her regular work week, Monday through Friday, unless an alternate work
20 schedule is mutually agreed to by the District and the employee. In any given regular work
21 week, if that employee works forty (40) or more hours, then he/she will be entitled to time and
22 one-half on Saturday (or the 6th consecutive work day) and double time on Sunday (or the 7th
23 consecutive work day). If this employee does not work forty (40) or more hours in a given
24 regular work week, then he/she will receive straight time for Saturday (or the 6th consecutive
25 work day) work and time and one-half for Sunday (or the 7th consecutive work day) work. If
26 the forty (40) hour level is reached on Saturday (or the 6th consecutive work day), all hours
27 worked beyond that level on Saturday (or the 6th consecutive work day) shall be at time and
28 one-half, and those hours on Sunday (or the 7th consecutive work day) shall be at time and one-
29 half.

30

31 **Section 7.01.05 Rest Break Between Shifts.** Except in an emergency situation as defined by
32 the District, when going from swing to day shift, there shall be at least an eight (8) hour rest
33 break between shifts, unless mutually waived by the District and employee. This requirement
34 shall not be applicable to employees working as sub-FOMs.

35

36 **Section 7.02 Work Days.** Considering the fact that a full-year employee is a person who works 260
37 regular days, when any regular work year exceeds 260 days, provision shall be made by the District to
38 allow an additional non-contract day for each day in excess of the 260-day regular work year. Those
39 non-contract days shall normally occur during spring break and shall first be on Thursday and then on
40 Wednesday, depending upon the particular year and how it is impacted by the Leap Year feature.
41 However, this non-contract day(s) may be granted as an additional vacation day(s) when it is
42 determined by the Superintendent or his/her designee that it is necessary to maintain a work force
43 during spring break.

44

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

49

50 **Section 7.04.** The wage schedules for bargaining unit members, as referred to in Section 1.01, shall be

1 a part of this Agreement. Salaries for new positions shall be established in negotiations with the Union
2 Representative.

3
4 **Section 7.05.** Employees shall be reimbursed for reasonable expenses of mileage, meals, housing
5 and/or registration fees when such employees are on official school district business and have received
6 District prior approval for reimbursement. Reimbursement shall be in accordance with the guidelines
7 set forth on the District's Monthly Reimbursement Report.

8
9 **Section 7.06.** Employees shall have the right to review material in their working file at Facilities and
10 Operations and their personnel file maintained in the District's Human Resources Office, during regular
11 business hours. Inspection shall be in the presence of a District representative. The employee may
12 have a representative of the Union accompany him/her if so desired. Upon request, copies of the
13 documents in the personnel file shall be provided the employee. The employee shall pay for the
14 expense of such reproduction, in compliance with district policy and public record request guidelines.

15
16 **Section 7.06.01.** Formal letters and other memoranda of commendation, whether received from
17 the District or outside parties, shall be retained in the employee's working file for one (1) year
18 and may be referenced in the employee's next evaluation.

19
20 **Section 7.07.** The Employer shall notify an employee, in writing, of any material judged by the
21 employer to be of a derogatory nature that has been placed in his/her personnel file. This notification
22 will be within ten (10) days of the time of the placement of the material in the personnel file.

23
24 Materials judged by the employee to be negative and/or derogatory may be answered by the employee
25 in writing. Such written response shall be attached to the material in question and become a part of the
26 personnel file.

27
28 Employees may make a request to Human Resources to have formal letters of discipline removed from
29 their personnel file after twenty-four (24) months of the discipline issuance. Such requests will be
30 considered on a case by case basis by Human Resources.

31
32 **Section 7.08 Longevity.** Longevity increments are listed separately on attached salary schedule A.

33
34 **Section 7.09 Correction of Pay Errors.** Following notification to the employee, errors resulting in
35 over or underpayments shall be corrected on the next month's payroll. If requested by the employee,
36 the Human Resources Department and the employee will work out a repayment agreement prior to
37 any adjustment to the employee's pay warrant. In the event an employee is notified of an overpayment
38 prior to receiving said payment, the District may elect to deduct the full amount of overpayment from
39 the employee's next pay warrant.

40
41 **Section 7.10 Electronic Payroll Deposit.** All employees shall be paid through direct bank deposit.
42 New employees shall complete a direct deposit form and submit it to the Payroll department within
43 the first five (5) days of hire.

44
45 **ARTICLE VIII**

46
47 **HOLIDAYS**

48
49
50 **Section 8.01.** The days listed below shall be considered holidays for all employees. Holiday pay for

1 the days listed below will be granted when the employee works or is on paid leave during the regularly
2 scheduled work day before and after the holiday.

Holidays

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

6
7 When the designated holiday falls on a Sunday or a Saturday, the following Monday or preceding
8 Friday shall be a paid holiday. If the Friday or Monday is already a designated student attendance
9 day, another day in close proximity will be selected by Human Resources. Work required on a holiday
10 shall be paid at two (2) times the regular rate in addition to the regular holiday pay for all hours
11 worked on such holidays, not less than two (2) hours.

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

15
16 **Section 8.03.** The District agrees to provide custodial employees with time off for Fair Day when the
17 District provides a general student release for this purpose. The amount of time off for Fair Day will
18 be the same as the amount of time provided for students in their early release. All buildings must be
19 provided with appropriate custodial personnel at the site until all students have been properly released
20 for Fair Day.

ARTICLE IX

VACATIONS

21
22
23
24
25
26 **Section 9.01 Vacation Accrual.** All employees are entitled to vacation leave. Earned vacation time
27 will accrue monthly on a prorated basis.

28
29 Employees may accumulate a vacation balance of more than forty (40) days within the work year,
30 however employees may not carry a balance of more than forty (40) days of vacation as of September
31 1 annually.

32
33 **Section 9.02 Vacation Allocation For New Employees.** All new employees shall be entitled to ten
34 (10) days of vacation, prorated based on hire date and hours worked.

35
36 **Section 9.03 Annual Vacation Allocation.** After the first year of employment, one (1) additional
37 day per year of vacation shall be added to the employee's annual vacation accumulation for each year
38 of employment to a maximum of twenty-three (23) days of vacation per year.

39
40 **Section 9.04 Vacation Requests and Usage.** All vacations must be approved by the supervisor.
41 Vacations may be scheduled throughout the year for all employees and shall conform as closely as
42 possible to the vacation desired by the employee. Approved vacation schedules will not be changed

1 by the District unless it has received the employee’s approval, or an emergency arises. Beginning
2 September 1, 2014, new requests for vacations will be granted based on seniority. Requests may not
3 be made further than twelve (12) months in advance or later than ten (10) days in advance of the
4 proposed use. The requirement for stadium employees and the floor crew to provide ten (10) days
5 advance notice may be waived if approved by the Stadium Manager and/or Director of Facilities
6 Operations. If two employees apply for the same days, creating a scheduling conflict, vacation will
7 be granted first to the employee with the greatest seniority. Vacation requests on In-Service days will
8 not be approved.

9
10 **Section 9.04.01 Vacations During Non-Student Days.** If approved, employees may take a
11 maximum of twenty (20) days of their vacation during the summer (beginning five (5)
12 working days after the last day of school and ending five (5) working days before the first day
13 of school) Vacations may be split to provide time off at Winter and Spring Breaks.

14
15 Summer vacation requests will be approved based on seniority via the 1st and 2nd round
16 processes, with deadlines for submittal. The 1st round will be for requests of five or more
17 consecutive days. The 2nd round will consider all other requests. Following the first two
18 rounds, all other requests will be considered as they are received.

19
20 If the District is utilizing a team cleaning schedule, employees will not be approved for
21 vacation leave during their home school’s team cleaning (the Director of Operations shall
22 determine each employee’s “home school”). Special consideration may be given to those
23 custodians that work at more than one school. Custodians may request an exception due to
24 extreme personal circumstances and may be granted at the discretion of Operations
25 Management. The decision to grant/deny an exception is not subject to grievance.

26
27 **Section 9.04.02 Vacations During Student Days.** There can be no more than one (1)
28 employee per building and no more than two (2) employees in the District on vacation during
29 any day when school is in session. The District maximum may be increased from two (2) to
30 five (5) employees on vacation at the same time, at the discretion of the Director of Operations.

31
32 **Section 9.05 Vacation Cash Out.** Upon termination or resignation either voluntary or involuntary,
33 or upon retirement, employees shall receive pay for the number of unused vacation hours earned, up
34 to 240 hours. However, for retirement, vacation in excess of 240 hours may be taken as vacation
35 before retirement.

36
37 **ARTICLE X**

38
39 **LEAVES**

40
41 **Section 10.01 Leaves Due to Employee’s Own Illness**

42
43 **Section 10.01.01 Illness, Injury and Emergency Leave (Sick Leave).** Regular employees
44 shall be allowed twelve (12) days a year for the employee's personal illness, personal injury and
45 emergency leave. Such leave shall be accumulated to a maximum of one hundred eighty (180)
46 days. No deduction from salaries shall be made during these days. Employees working less
47 than a full year shall be allowed personal illness, personal injury and emergency leave on a
48 prorated basis. A doctor's certificate will be required to be submitted automatically to the
49 Operations Department for the following: 1) for an illness lasting more than three (3)
50 consecutive working days, 2) for sick leave used connected directly to the beginning or end of

1 pre-approved vacation/personal leave, 3) for sick leave used on vacation/personal day requests
2 that were previously denied, or at any time if the District observes a pattern which leads it to
3 believe an individual employee may not be using leave in accordance with this section.
4

5 Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked.
6 Although substitute employees are not eligible to use sick leave, their leave will continue to
7 accrue and will be available for use upon transitioning to a regular position.
8

9 Regular employees shall be entitled to access illness, injury and emergency leave (sick leave)
10 for injury or illness of themselves or a family member due to: 1) a mental or physical illness,
11 injury, or health condition; 2) medical diagnosis, care, or treatment of a mental or physical
12 illness, injury, or health condition; 3) preventative medical care; 4) absences that qualify under
13 the domestic violence leave act. "Family member" shall mean: child (biological, adopted,
14 foster, step, loco parentis, legal guardian or de facto) regardless of age or dependent status, a
15 parent or parent of spouse/domestic partner (biological, in-law, adoptive, de facto, foster, step,
16 loco parentis, or legal guardian), spouse, domestic partner, grandparent, grandchild, or sibling.
17

18 An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious
19 nature beyond the control of the employee which threatens the physical well-being of the
20 employee or employee's immediate family, or property of the employee and is of such nature
21 that preplanning is not possible or could not relieve the necessity for the employee's absence.
22 Application for emergency leave shall be made to the Director of Human Resources.
23

24 An employee, who will be absent, must notify his/her supervisor of his/her time needed and
25 reason for an absence, a minimum of one hour in advance of his/her normal shift or earlier, if
26 possible, so a substitute can be obtained. Deduct absences which have not been approved in
27 advance may lead to discipline.
28

29 Illness, injury and emergency leave shall also apply to disabilities caused or contributed to
30 pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
31

32 **Section 10.01.02 Seniority While on Leave.** Absences from a job due to the employee's own
33 sickness or accident shall not result in loss of previously accrued seniority rights for a regular
34 employee for twelve (12) months from the first day of illness or accident. An employee's job
35 assignment will be held for the employee as long as paid leave is available. The employee
36 shall request in writing a Leave of Absence when paid leave is exhausted.
37

38 **Section 10.01.03 Job-Related Injury.** Anytime an employee is sent to the doctor or hospital
39 because of a job-related injury during a work shift, the time lost from the shift will not be
40 deducted from the illness, injury and emergency leave. The employee will return to work if
41 able but will be paid through the scheduled end of the shift whether or not the employee returns
42 to work to complete the shift.
43

44 **Section 10.01.03.01 Worker's Compensation.** All employees covered by ESD
45 121 Workers' Compensation Trust for industrial insurance shall, upon loss of
46 time due to a job-related injury or industrial illness, use their regular illness,
47 injury and emergency leave and shall receive time loss compensation from ESD
48 121 Workers' Compensation Trust per state law. Final determination of illness
49 or injury shall be made by the Washington State Department of Labor and
50 Industries.

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

5
6 The following return rights will apply to employees who have been absent due
7 to an on-the-job injury:

- 8
- 9 • If the employee is fully released to return to work within twelve (12)
10 months of the date of his/her on-the-job injury, the employee will be
11 returned to his/her position held at the time of injury.
- 12 • If the employee is not fully released to return to work within twelve (12)
13 months of the date of his/her on-the-job injury, or if the total combined
14 time an employee is unable to work his/her full position within the
15 present or past two (2) calendar years has exceeded twelve (12) months,
16 the position held by the employee prior to the injury will be posted and
17 re-filled by another qualified employee.
 - 18 ▪ When the employee is fully released to return to work, the
19 employee will be offered any available open positions for
20 which the employee is qualified and paid according to that
21 position's placement on the salary schedule. If no such
22 position is available, the employee will be placed on the top
23 of the substitute roster and will be deployed for substitute
24 assignments and paid as a substitute. The employee will be
25 eligible to bid on open positions (other than the initial posting
26 for the position held at the time of work injury) using his/her
27 District seniority, per Article 4, while working as a substitute.
 - 28 ▪ If the employee refuses to be deployed/paid as a substitute
29 once he/she is fully released to return to work, the employee
30 will be deemed to have forfeited his/her restoration rights with
31 the District and must resign.

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

35
36 **Section 10.02 Bereavement Leave.** Up to five (5) days of paid bereavement leave may be granted
37 for each occurrence of death of the employee's spouse, domestic partner, child, parent, grandparents,
38 grandchildren, or sibling. Up to three (3) days of bereavement leave may be granted for each
39 occurrence of death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law,
40 daughter-in-law, or son-in-law (or such equivalents for domestic partners). In unusual circumstances,
41 bereavement leave may be extended up to two (2) additional days at the sole discretion of the Director
42 of Human Resources. Bereavement leave days are noncumulative and not deducted from sick leave.

43
44 **Section 10.03 Subpoena Leave and Jury Duty.**

45
46 **Subpoena Leave.** A leave of absence with pay shall be granted to an employee who is
47 subpoenaed to testify in a court proceeding; provided however, if the employee or the Union
48 is a party to the proceeding, the employee shall not be entitled to leave with pay unless the

1 employee is subpoenaed to testify by the District. The District may require confirmation of
2 subpoena from the employee.
3

4 **Jury Duty.** When an employee covered by this Agreement is called for jury service in any
5 municipal, county, state or federal court, he/she shall advise the School District upon receipt
6 of such call. If taken from work for such service, the employee shall be compensated his/her
7 regular wage for hours served. The District may require confirmation of jury duty attendance
8 from the employee.
9

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

11
12 **Section 10.04.01 Pregnancy/Maternity Leave.** A Pregnancy/Maternity Leave of absence
13 shall be granted to a female employee upon her request for the period of temporary disability
14 as verified by her personal licensed health care provider. Maternity Leave shall be a leave
15 without pay. Illness, Injury and Emergency Leave may be used during the actual period of
16 temporary disability. Child Rearing Leave time, beyond the actual period of temporary
17 disability as defined by a licensed health care provider, shall be available to the employee
18 subject to the provisions of Section 10.04.02.
19

20 The employee who returns to work without going on Child Rearing Leave, Section 10.04.02,
21 shall be reinstated to the position held prior to going on Pregnancy/Maternity Disability Leave.
22

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

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

40 If the employee returns to work within three (3) months of the beginning date of the leave, the District
41 will return the employee to the position held prior to the non-medical leave. If the employee returns
42 to work after three (3) months but before the expiration of the leave at twelve (12) months from the
43 beginning date of the leave, the employee shall be reinstated to the first available opening where duties
44 are substantially equivalent to the position held prior to the leave. If no such equivalent position is
45 available after six (6) months, the employee's return right will be deemed exhausted and he/she must
46 resign. During the six (6) months while the District searches for an open, equivalent positions, the
47 employee may bid on other positions using his/her District Seniority, per Article 4. A refusal by an
48 employee of a substantially equivalent position will be deemed as the employee's forfeiture of his/her
49 return rights. The employee may also elect to return as a substitute at any time, paid as a substitute.
50

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

4
5 **Section 10.06 Family and Medical Leave Act (FMLA and FFLA).** Employees may be eligible for
6 additional leave under the Federal Family and Medical Leave Act (FMLA) or the Washington State
7 Family Leave Act (FLA). Employees with questions about eligibility for these leaves should contact
8 Human Resources.

9
10 **Section 10.07 Leave of Absence for employees who have exhausted their FMLA entitlement or**
11 **for employees who are not eligible for FMLA.** Upon completion of an employee’s FMLA
12 entitlement or when employees are not eligible for FMLA leave, any employee who has completed
13 the probationary period may be entitled to a leave of absence not to exceed one (1) year in accordance
14 with the leave of absence provisions in District Policy #5409, “Other Leaves.”

15
16 **Section 10.08 Military Absences.** The District will return to employment without loss of previously
17 accrued seniority, employees, except temporary employees, in compliance with the Universal Military
18 Training and Service Act, who have entered the Armed Forces of the United States and have
19 satisfactorily completed their period of training and service under the various regulations governing
20 said service and:

- 21
22 1. Are honorably discharged from such services.
- 23
24 2. Are still qualified to perform the duties of their respective positions.
- 25
26 3. Subsequent to the date of this Agreement, but within ninety (90) days after they are
27 relieved of such service or from hospitalization continuing after discharge for a period of
28 not more than one year, apply to the School District in writing for reemployment, unless
29 it is mutually agreed to extend the time between their discharge and starting to work for
30 the School District.
- 31
32 4. All employees filling vacancies caused by the induction into the service, as outlined above,
33 will recognize the seniority of those returning from service and accept such changes in
34 jobs, or loss in jobs, as are necessary as a result of such reinstatement of employees
35 returning from such service.

36
37 **Section 10.09 Personal Leave.** Annually in September, employees shall be given four (4) days of
38 personal leave to use throughout the year for important compelling personal matters, including family
39 illness not otherwise covered by sick leave. This leave shall not be used for conducting income
40 producing business and shall not be used for a strike against the Puyallup School District. Personal
41 leave shall not be used on the following “blocked” days: training days, during the employee’s home
42 school’s (the Director of Operations shall determine each employee’s “home school”) team cleaning
43 (if the District is utilizing a team cleaning schedule), or during the first or last five days of school.
44 Part time employees and employees hired after September 1st shall receive personal leave pro-rated
45 based on their FTE and total work days. An employee may request special consideration for personal
46 leave to be granted during the blocked days for personally compelling reasons.

47
48 The District shall grant personal leave in the order the requests are received provided the requests are
49 made in compliance with the above conditions. Only one (1) personal leave request per building shall
50 be honored per day, and no more than 2 requests in the District on any day. Employees may request

1 personal leave days as early as one year in advance. If an employee does not have the requested
2 number of personal leave days to use at the time the leave is to be taken, the absence days will be
3 denied and leave without pay will not be available. An employee may request special consideration
4 due to personal compelling reasons for personal leave to be granted on days that have already reached
5 the maximum number of allowed requests.

6
7 A maximum of three (3) personal leave days may be carried into the following school year, to a
8 maximum accumulation of ten (10) days. A maximum of five (5) days may be used in any work year
9 (September 1 – August 30), unless additional use is approved in advance of use by the Director of
10 Human Resources.

11
12 **Section 10.10 Accumulation of Seniority, Longevity and Step Increases While on Unpaid Leave.**

13 Seniority and longevity will not continue to accrue while an employee is on any unpaid leave of
14 absence and will be adjusted accordingly. Pay/Step increments will not be awarded to any employee
15 who is on any unpaid leave for more than half of his/her work year.

16
17 **ARTICLE XI**

18
19 **LEAVE SHARING**

20
21 **Section 11.01 Leave Sharing Program.**

22
23 **Section 11.01.01 Receiving Leave Sharing.** An employee is eligible to receive donated leave
24 if the use of shared leave is justified, the employee has abided by District rules regarding sick
25 leave use, provided required medical certification, and the employee has depleted, or will
26 shortly deplete, their annual leave and sick reserves in addition to any of the following:

- 27
28 A. 1. The employee requests shared leave to care for a newborn, newly placed foster child,
29 or adopted child; or
30
31 2. The employee requesting leave suffers from, or has a relative or household member
32 suffering from, an extraordinary or severe illness, injury, impairment, or physical or
33 mental condition which has caused, or is likely to cause, the employee to:
34
35 a. go on leave-without-pay status; or
36 b. resign from his/her employment
37
38 B. The employee has been called to service in the uniformed services;
39
40 C. A state of emergency has been declared anywhere within the United States by the
41 Federal or State government, and the employee's volunteer service has been accepted
42 by either a governmental agency or to a nonprofit organization involved in
43 humanitarian relief in the devastated area;
44
45 D. The employee is a victim of domestic violence, sexual assault, or stalking; and/or
46
47 E. If the employee is later found to be eligible for industrial insurance benefits, the
48 employee agrees to and shall reimburse the school district for the time loss
49 compensation that is paid to him/her to the extent that the employee is paid time loss
50 compensation (temporary total disability compensation or loss of earning power

1 compensation) and shared sick leave for the same day(s). An employee will be allowed
2 to use shared sick leave or donated leave to supplement the difference between time
3 loss compensation and either net or full wages.
4

5 The Director of Human Resources shall determine the amount of leave, if any, which a staff member
6 may receive under this policy. Normally a staff member shall not receive more leave than the number
7 of assigned days remaining in the current school year. However, in the event that the condition
8 requiring the employee's absence continues beyond the current school year, the employee shall not
9 receive a total of more than five hundred twenty-two (522) days of leave, except as noted in RCW
10 41.04.665.
11

12 **Section 11.01.02 Donating Leave Sharing.** District employees may transfer annual leave and sick
13 leave as follows:
14

15 A. A staff member may not request a transfer that would result in an accrued sick leave
16 balance of fewer than 176 hours of sick leave. "Sick Leave" means leave for illness, injury
17 or emergencies of extraordinary or severe nature pursuant to RCW 28A.400.300.
18

19 B. Employees may request interagency leave sharing in accordance with the law and on a
20 cost-neutral basis to the District. Requests shall be made to the Superintendent for
21 consideration on a case by case basis.
22

23 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or
24 financially induced into donating leave.
25

26 The value of leave transferred is based upon the current salary rate of the person receiving the leave.
27 The receiving staff member will continue to be paid his/her regular rate while on shared leave. For
28 example, if a staff member earning \$26.00 an hour donates one day of leave to someone earning
29 \$13.00 an hour, the recipient would get two days of sick leave. However, if the \$13.00 an hour
30 employee donates one day to the \$26.00 an hour employee, the higher-paid employee would receive
31 one-half day of leave.
32

33 Any leave transferred under this policy which remains unused shall be returned at its original value
34 to the staff member who donated the leave.
35

36 **ARTICLE XII**

37 **GRIEVANCES**

38
39
40 An orderly procedure for processing of employee grievances is a matter of mutual concern for the
41 Union and the District. For purposes of this Agreement a grievance shall be defined as any condition,
42 action, or lack of action of the School District which the employee believes to be a violation,
43 misinterpretation, or misapplication of the provisions of this Agreement. The employee is entitled to
44 have Union representation at any conference held pursuant to this Article. Prior to filing any grievance
45 under this Article, it is preferred that the employee discuss his or her concerns with the employee's
46 immediate supervisor as a good faith attempt to resolve any disagreement without the need for further
47 proceedings.
48

49 **Section 12.01 STEP 1:**

50 Within twenty (20) working days following the employee's knowledge of the act or condition which

1 is the basis for a grievance, the employee or the Union shall submit a Step 1 grievance in writing to
2 Human Resources. The Step 1 grievance request must utilize the Grievance Form attached as
3 Appendix B to this Agreement.

4
5 Human Resources will designate an appropriate administrator to hear the grievance. A Step 1
6 conference will be held within ten (10) working days of receipt of the Step 1 Grievance Form, or as
7 mutually agreed.

8
9 The administrator shall respond in writing within ten (10) working days of the conference and shall
10 include the reason(s) for the decision in the Step 1 written response.

11
12 **Section 12.02 STEP 2:**

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

17
18 Human Resources will designate an appropriate administrator to hear the grievance. A Step 2
19 conference will be held within ten (10) working days of receipt of the Step 2 Grievance Form, or as
20 mutually agreed.

21
22 The administrator shall respond in writing within ten (10) working days of the Step 2 conference and
23 shall include the reason(s) for the decision in the Step 2 written response.

24
25 **Section 12.03 STEP 3:**

26 If the employee or the Union is not satisfied with the Step 2 written response, the employee or the
27 Union may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the
28 Superintendent or his/her designee, within ten (10) working days of receipt of the Step 2 decision.
29 The Step 3 grievance request must utilize the Grievance Form attached as Appendix B to this
30 Agreement.

31
32 The Superintendent or his/her designee shall provide the employee or the Union with a written
33 response within ten (10) working days of receipt of the Step 3 grievance request and shall include the
34 reason(s) for the decision in the Step 3 written response.

35
36 **Section 12.04 STEP 4:**

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

42
43 The Union shall request a list of at least seven (7) arbitrators from the Federal Mediation and
44 Conciliation Service (FMCS) within ten (10) working days after providing notice of its demand to
45 seek binding arbitration under this section. Unless otherwise agreed to between the Union and the
46 District, the parties will determine the arbitrator from this list by alternately striking names from the
47 list.

48
49 The selected arbitrator shall issue his/her decision within thirty (30) calendar days from the date of
50 the close of the hearing, or from the date the final statements or post-hearing briefs are submitted.

1 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and
2 decision. The arbitrator will be without power or authority to make any decision which is outside of
3 this Agreement.

4
5 The decision of the arbitrator shall be submitted to the District and the Union and will be final and
6 binding upon both parties, provided however that the arbitrator's decision is not clearly erroneous,
7 arbitrary and capricious, and is not in violation of state and federal law or the Constitution.

8
9 The cost of the arbitrator shall be borne equally between the District and the Union. All other
10 expenses shall be borne by the party incurring them, and neither party shall be responsible for the
11 expenses of witnesses called by the other.

12
13 The arbitration shall take place whenever possible during school business hours.

14
15 **Section 12.05 Time Limits.** If the stipulated time limits are not met by the District, the employee or
16 the Union shall have the right to appeal the grievance to the next step. If the stipulated time limits
17 are not met by the employee, the grievance is deemed satisfied and may not be appealed further. The
18 parties may mutually agree in writing to extend the time limits set forth in this procedure.

19
20 **Section 12.06.** The employer shall not discriminate against any individual employee or the Union
21 for taking action under this Article.

22 23 **ARTICLE XIII**

24 25 **DISCIPLINE, SUSPENSION, TERMINATION**

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

40
41 **Section 13.02.** Notification of a suspension or termination of an employee shall be provided to the
42 employee in writing prior to implementing the suspension or termination. The cause(s) for the
43 suspension or termination and applicable time limits shall be stated in said notification. A copy of
44 any letters of discipline, suspension, or termination will be sent to the Union unless the employee
45 requests, in writing, that such copies not be provided to the Union.

46
47 **Section 13.03.** Resignation of employment initiated by the employee during the regular work
48 (school) year under circumstances other than covered in Section 13.01 and 13.02 above shall require
49 not less than two (2) weeks' written notice.

1 **ARTICLE XIV**

2
3 **PENSION**

4
5 **Section 14.01.** All classified employees who are employed in an eligible position are entitled to
6 membership in and shall derive benefit from the State Employees' Retirement System in accordance
7 with and pursuant to the Laws of Washington State and any amendments thereto authorizing and
8 establishing this System.

9
10 **ARTICLE XV**

11 **EXTRA AGREEMENTS**

12
13
14 **Section 15.01.** The employer agrees not to enter into any Agreement or Contract with his Employees,
15 individually or collectively, which is inconsistent with the terms of a Collective Bargaining
16 Agreement then in effect.

17
18 **Section 15.02.** Should Puyallup School District determine that it may be appropriate to subcontract
19 work normally performed by bargaining unit members, the District will consult with the Union
20 leadership prior to making a final decision to implement the same.

21
22 **ARTICLE XVI**

23 **JOB DESCRIPTIONS AND TRAINING**

24
25
26 **Section 16.01.** The School District agrees to develop job descriptions and job responsibilities for
27 classified employees covered by this Agreement. In addition, when any new job is created or when
28 an existing job description is modified, the District shall notify the Union to discuss and negotiate the
29 pay scale and job title, if appropriate.

30
31 **Section 16.02 Licensing Fees.** The District shall pay all licenses, fees, training costs, tuition and
32 class time if required for a job.

33
34 A committee comprised of union and management members will review District training and staff
35 development necessary to both maintain and improve employees' skills. The committee will also
36 review the cost of such training and possible funding sources and options.

37
38 **Section 16.03.** All Facilities Operations Managers and Assistant Facilities Operations Managers shall
39 be required to take additional training specific to Facilities Operations Manager responsibilities. All
40 employees whose duties require them to operate a boiler shall have the appropriate Boiler license.

41
42 **ARTICLE XVII**

43 **INSURANCE**

44
45
46 Due to the State's transition of all employees into the School Employee Benefits Board, Section
47 17.01 shall only apply through December 31, 2019 and Section 17.02 shall apply beginning January
48 1, 2020.

49
50 **Section 17.01 Insurance through December 31, 2019.** The District shall contribute up to the amount

1 identified for educational employees in the state appropriations act per month for each regular full-
2 time employee with 1,440 hours or more for medical insurance and mandatory long-term disability,
3 life and dental insurance. Part-time employees will receive contributions on a prorated basis of 1,440
4 hours.

5
6 The pooling amount shall be the amount identified in the state appropriations act minus the retiree
7 carve-out.

8
9 The contributions identified in this Article are dependent on the state both authorizing and providing
10 funding to pay such benefit allocation. If the state fails to authorize and fund the District to the full
11 extent of the allocation stated above, the District shall pass through any state funding actually
12 received.

13
14 **Section 17.02 Insurance Beginning January 1, 2020.** Effective January 1, 2020, employees and
15 substitutes who work or are anticipated to work 630 hours or more in a work year (September 1 –
16 August 31) shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB
17 shall establish all parameters of the benefit offerings, including plan designs, carriers, and
18 employer/employee rates. Employee rates shall be paid through payroll deduction.

19
20 The contributions identified in this Article are dependent on the state both authorizing and providing
21 funding to pay such benefit allocation. If the state fails to authorize and fund the District to the full
22 extent of the allocation stated above, the District shall pass through any state funding actually received.

23
24 **Section 17.03.** In addition to the above, the District will contribute to other Employee benefits as
25 required by law. Present requirements are:

26
27 FICA, Paid Family Leave, State Retirement: Plan I, Plan II, Plan III, and State Industrial

28
29 **Section 17.04 Vehicle Damage.** Acts of damage to a vehicle parked in the school setting shall be
30 covered by the individual's insurance policy. When an employee's vehicle is damaged in a school
31 setting by vandalism, or is accidentally damaged by a student, the District will reimburse the amount
32 of the deductible to a maximum of \$500 provided that the employee can provide a written verification
33 that they have filed a report with the appropriate law enforcement agency. Employees who have
34 vehicles that are not covered by insurance shall receive the same benefit. Acts of damage to an
35 employee's vehicle caused by the District will be fully covered by the District.

36 37 **ARTICLE XVIII**

38 39 **WAGES UNDER THIS AGREEMENT**

40
41 **Section 18.01.** Employees shall be paid pursuant to the salary schedule included in Schedule A.

42
43 For all years of this agreement, if the legislature provides a salary inflationary increase pursuant to
44 RCW 28A.400.205, the District will pass through such increase to Schedule A.

45
46 The salaries provided in this section and on salary schedule A are dependent upon the State both
47 authorizing and providing funding to the District to pay such salaries. If the State fails to authorize
48 or fund the District to the full extent of the increases stated, the District shall pass through any state
49 funding actually received.

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

8
9 The training classes will be:

- 10
- 11 • Sustainable Cleaning
- 12 • General Building Maintenance
- 13 • Leadership/Supervisor Training (*required for promotion or to become a sub Facilities Operations*
14 *Manager*)
- 15

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

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

21
22 **Section 18.03 Wage Calculations and Payments.** Earnings from the start of the contract to the end
23 of the contract are calculated by applying the hourly rate, times hours per day, times days to be worked
24 in the contract. Total is divided by the number of payments to be made during the contract period to
25 arrive at the monthly warrant amount.

26
27 Substitutes, Extra time, overtime, deduct time and adjustments for L & I payments are made one (1)
28 month after occurrence. All leave usage is recorded in this manner.

29
30 When an employee is promoted or goes to a lesser wage, the contract adjustment will be spread out
31 over the remaining months of the fiscal year in equal amounts.

32
33 In the event the employee owes the District money, the District will work out a payment plan based
34 on the amount owed.

35
36 **Section 18.04 Central Pension Fund.** If the majority of the bargaining unit members vote to do so,
37 employees will divert \$0.50 per hour of their wages to the Central Pension Fund of the International
38 Union of Operating Engineers and Participating Employers, on the account of each member unit. The
39 purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to
40 the provisions of said Pension Fund. Employees may increase their contribution to the fund once
41 annually by written notification to the employer.

42
43 **Obligation to the Funds.** The Employer and the Union agree to be bound by the respective Agreement
44 and the Declaration of Trust entered into on the date set forth herein for each Fund, as of September
45 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and
46 Participating Employers and by any amendments to either said Trust Agreement, heretofore and
47 hereafter adopted.

48
49 The Employer and Union consent to and accept the terms, conditions and provisions of each written
50 Trust Agreement and as amended, creating each said Fund. The Employer and Union agree that the

1 Trustees named in each said Trust Agreement and their successors are and shall be its representatives
2 and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees
3 made pursuant to and in carrying out the provisions of each said Trust Agreement.
4

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

9 **ARTICLE XIX**

10 **ATTENDANCE PROGRAM**

11 **Section 19.01 Non-VEBA Conversion.** Employees may elect an annual conversion of accumulated
12 illness, injury and emergency leave in accordance with number one (1) below. An employee may
13 elect a conversion of illness, injury and emergency leave upon retirement, separation from service or
14 death for monetary compensation in accordance with number two (2) below. The conversion
15 procedures are as follows:
16
17
18

- 19 1. Annual Conversion of Accumulated Illness, Injury and Emergency Leave: Any
20 employee who at the end of the immediately previous calendar year shall have
21 accumulated in excess of sixty (60) days of unused illness, injury and emergency
22 leave, may convert unused illness, injury and emergency leave earned the previous
23 year in excess of the said sixty (60) days to monetary compensation at the rate of
24 25 percent of the employee's current full-time daily rate of compensation for each
25 full day of eligible illness, injury and emergency leave up to twelve (12) days. Any
26 such election shall be made by written notice to Human Resources during the
27 month of January. Any such annual conversion of accumulated illness, injury and
28 emergency leave shall be in accordance with law.
29
- 30 2. Conversion of Illness, Injury and Emergency Leave Upon Retirement/Separation
31 from Service or Death: Any employee who shall retire, separate from service or
32 die while employed by the District may elect (personally or by a personal
33 representative, as appropriate) to convert accumulated unused illness, injury and
34 emergency leave days to monetary compensation at the rate of 25 percent of the
35 employee's full-time daily rate of compensation at the time of retirement,
36 separation from service or death for each full day of eligible illness, injury and
37 emergency leave up to a maximum of one hundred eighty (180) days. Any such
38 conversion of illness, injury and emergency leave upon retirement, separation
39 from service or death shall be in accordance with the law, including RCW
40 28A.400.210 and RCW 28A.400.212.
41

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

SUBSTITUTE EMPLOYEES

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

Section 20.02. Substitutes will be given consideration for “on call” assignments, which shall be offered on a rotational basis, and hire as a regular employee. The District shall take into consideration their length of service based on hours worked, documented ability and documented work record. If a substitute is deemed by the District to not be ready to accept a regular position, he/she may be bypassed for the next junior substitute and rationale will be provided to the substitute.

Section 20.03 Substitute Due Process. If a substitute employee is notified of the District’s intention to stop using him/her as a substitute, the substitute may, within five (5) business days, make a written request for a meeting with the department director to discuss the decision.

Section 20.04 Substitute Evaluations. Upon request, each substitute may meet with his/her supervisor to review the substitute evaluation forms completed for that substitute during the year.

ARTICLE XXI

LABOR MANAGEMENT TEAM

Section 21.01. 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, the labor management team will schedule meetings to problem solve.

ARTICLE XXII

TOOLS AND SUPPLIES

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

ARTICLE XXIII

SAFETY

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

* * * * *

THIS AGREEMENT shall be in full force and effect from September 1, 2019 through August 31, 2022 and shall be reopened each year at the request of the union prior to June 1 to discuss Schedule

2019-20 Schedule A

Schedule A

Puyallup School District 2019-20 Custodial Salary Schedule	Hourly Rate					Longevity (years completed)				
	1st Year	2nd Year	3rd Year	4th Year	5th Year	10 Years	12 Years	20 Years	22 Years	30 Years
Senior High Facilities Operations Manager	28.20611	28.20611	28.20611	28.20611	28.20611	28.40611	28.50611	28.80611	29.35611	29.45611
Floor Crew Facilities Operations Manager Stadium Manager										
Junior High Facilities Operations Manager	26.67473	26.67473	26.67473	26.67473	26.67473	26.87473	26.97473	27.27473	27.82473	27.92473
Senior High Assist. Fac. Oper. Manager	24.93927	24.93927	24.93927	24.93927	24.93927	25.13927	25.23927	25.53927	26.08927	26.18927
Elementary Facilities Operations Manager										
Custodian	21.21666	21.75193	21.91106	22.08468	22.41555	22.61555	22.71555	23.01555	23.56555	23.66555
training 1	21.43367	21.92553	22.14254	22.37401	22.70488	22.90488	23.00488	23.30488	23.85488	23.95488
training 2	21.67961	22.11360	22.25827	22.64887	22.97977	23.17977	23.27977	23.57977	24.12977	24.22977
training 3	21.91106	22.30166	22.53314	22.95267	23.28357	23.48357	23.58357	23.88357	24.43357	24.53357
Substitute (Regular) (90% of 1st Year Custodian, level 3, less \$0.05 CPF)	19.66995									
<p>All employees on regular shifts during night hours beginning no earlier than 10:00 p.m. shall be paid at the scheduled rate plus \$.50 per hour. The high school weekend custodial positions will run Tuesday through Saturday with an additional \$.20 per hour for that position. The custodian assigned to laundry will receive an additional \$.35 per hour for tool inventory, MSDS Management, and receiving/shipping tasks. The custodians assigned to Sparks Stadium, Jag Field and Rogers Field will receive the custodial salary plus \$.30 per hour. The floor crew will receive an additional \$.50 per hour over custodian rates. The stadium manager will receive an additional \$1.75 per hour above base wage. The floor crew FOM will receive an additional \$1.75 per hour above base wage. The assistant FOM shall be paid at the JH FOM level when filling in for a JH or ELEM FOM. This amount will be paid as a differential. The primary custodian (custodian who's regular work shift is the most hours per week) assigned to ESC shall receive an additional \$.35 per hour in recognition of supply ordering responsibilities. The Warehouse FOM will receive an additional \$1.75 per hour above base wage. When the District requires a custodian to step up and serve as Assistant FOM for at least one whole shift, the custodian will receive Assistant FOM wages for that shift.</p> <p>Employees with 10, 12, 20, 22 and 30 years of service within the seniority group shall receive the following longevity amounts per hour starting with the pay period following the anniversary date. The amounts shall not be compounded.</p> <p>Longevity Increment (rates are not compounded): 10 years - \$.20 12 years - \$.30 20 years - \$.60 22 years - \$1.15 30 years - \$1.25</p>										

2020-21: IPD + 3%

2021-22: IPD + Revised longevity steps (rates are not compounded):

10 years = .40

15 years = .60

20 years = .80

25 years = 1.25

30 years = 1.50

Custodians who received the 12 year longevity increment in 2020-21 (\$.30) will receive the new 10 year longevity increment (\$.40) until they reach 15 years of service within the seniority group, at which point they will receive the new 15 year longevity increment of \$.60.

Custodians who received the 22 year longevity increment in 2020-21 (\$1.15) will be grandfathered at that amount until they reach 25 years of service within the seniority group, at which point they will receive the new 25 year longevity increment of \$1.25.

TODAY'S DATE _____

APPENDIX B

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

(TYPE OR PRINT)

GRIEVANCE FORM

STEP ____

GRIEVANT: _____

EMPLOYER: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TELEPHONE: _____ WORK TELEPHONE: _____

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

SUPERVISOR: _____ PHONE: _____

DATE GRIEVANCE FILED: _____ DATE UNION NOTIFIED: _____

SPECIFIC CLAUSE OR PROVISION OF AGREEMENT ALLEGEDLY VIOLATED:

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

ACTION OR REMEDY REQUESTED: _____

Employee/Union: Submit to the Chief Human Resources Officer, Puyallup School District, PO Box 370, Puyallup, WA 98371

CUSTODIAL EVALUATION



PUYALLUP SCHOOL DISTRICT A Tradition of Excellence

Employee Name: [text box]

Position(s): [text box]

Location: [text box]

School Year: [text box]

Evaluation Type: [checkbox] Annual [checkbox] 90-Day [checkbox] Other

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

1. Job Knowledge / Job Performance:

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

[checkbox] Unsatisfactory [checkbox] Needs Improvement [checkbox] Meets Expectations [checkbox] Above Expectations

Comments: [text box]

2. Quality of Work:

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

[checkbox] Unsatisfactory [checkbox] Needs Improvement [checkbox] Meets Expectations [checkbox] Above Expectations

Comments: [text box]

3. Quantity of Work:

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

[checkbox] Unsatisfactory [checkbox] Needs Improvement [checkbox] Meets Expectations [checkbox] Above Expectations

Comments: [text box]

4. Attendance and Punctuality:

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

[checkbox] Unsatisfactory [checkbox] Needs Improvement [checkbox] Meets Expectations [checkbox] Above Expectations

Comments: [text box]

5. Interpersonal Skills / Customer Service:

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

6. Communication Skills:

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

7. Initiative and Follow-through:

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

8. Adaptability:

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

9. Professionalism:

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

10. Leadership Skills (FOMs only):

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

11. School/Department Support (FOMs only):

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

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Comments:

Evaluator's Comments:

Overall Evaluation Rating:

Unsatisfactory Needs Improvement Meets Expectations Above Expectations

Signatures:

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

Signature of Employee/Evaluated

Printed Name of Employee/Evaluated

Date

Signature of Evaluator

Printed Name of Evaluator

Date