

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUYALLUP SCHOOL DISTRICT # 3

AND

**PUYALLUP ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS # 608**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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P R E A M B L E

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an Agreement between the employer, Puyallup School District No. 3 (hereinafter "District"), and the Puyallup Association of Educational Office Professionals, an affiliate of Public School Employees of Washington State Organization (hereinafter "Association").

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

A R T I C L E I

R E C O G N I T I O N A N D P O S I T I O N D E S C R I P T I O N S

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the secretarial/clerical general job classification. The Association recognizes the responsibility of representing the interests of all such employees. The following positions (not to exceed seven (7) in total) are excluded from this bargaining group: the support person to the Superintendent, the support person to any Deputy/Assistant Superintendent(s), and the support person to the District's chief negotiator(s).

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties, as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.032(2).

Section 1.3.

Any position created to perform work of the type normally performed by members of this bargaining group projected to extend for, or in fact extending beyond, sixty (60) calendar days, shall be posted for bid within the bargaining group.

Section 1.3.1.

All regular bargaining unit work shall be done by bargaining unit members. This Section shall not apply to break coverage, replacement of employees on leave, and nonprofessional duties performed by vocational education work study students or volunteers. Prior to temporarily replacing an employee going on leave, the supervisor and employee shall work together to identify a suitable, qualified, and available employee to provide coverage. Professional duties shall be defined as work involving confidential information or the handling of responsibilities for which bargaining unit members are ultimately held accountable.

1 **Section 1.4.**

2 Substitute rates of pay are listed on Schedule A. Substitute employees who have worked for thirty (30)
3 or more days during any twelve (12) month period in the current or previous school year shall be
4 included in the bargaining unit, but subject only to Schedule A and any items specifically including them.
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6 **Section 1.5. Health Room Support.**

7 All school-based employees are essential partners in providing support for the care and well-being of
8 students. Although the primary responsibility of health room coverage is normally provided by other
9 bargaining units, employees whose positions require first aid/AED/CPR shall perform basic first aid,
10 student care as needed, and those health care related procedures allowed to be delegated under the
11 supervision of a registered nurse, OT, PT, SLP or other licensed health care professional as determined by
12 applicable RCWs and WACs. Employees performing such procedures shall do so only after being given the
13 specific training by the authorized health care professional, per Article 17. The building administrator at
14 each school will review any workload impacts caused from supporting the health room, per Article 5.
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18 **ARTICLE II**

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20 **RIGHTS OF THE EMPLOYER**
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22 **Section 2.1.**

23 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
24 in management officials of the District. Included in these rights in accordance with applicable laws and
25 regulations are the right to direct the work force, the right to hire, promote, retain, transfer, and assign
26 employees in positions; the right to suspend, discharge, demote, or to take other disciplinary action against
27 employees; and the right to release employees from duties because of lack of work or other legitimate
28 reasons. The District shall retain the right to maintain efficiency of the District operation by determining
29 the methods, the means and the personnel by which such operation is conducted.
30

31 **Section 2.2.**

32 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
33 District. In making rules and regulations related to personnel policies, procedures and practices, and
34 matters of working conditions, the District shall give due regard and consideration to the rights of the
35 Association and the employees and to the obligations imposed by the Agreement.
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39 **ARTICLE III**

40 **RIGHTS OF EMPLOYEES**
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42 **Section 3.1.**

43 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
44 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
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1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Association representatives and/or appropriate officials of the District.
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5 **Section 3.3. Nondiscrimination.**

6 Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement
7 on the basis of race, creed, color, sex, sexual orientation, religion, age or marital status; or because of a
8 physical disability with respect to a position, the duties of which may be performed efficiently by an
9 individual without danger to the health or safety of the physically disabled person or others.
10

11 **Section 3.4.**

12 Employees shall have the right to have an Association representative present and participate in any
13 discussion that the employee reasonably expects might give rise to disciplinary action, and in grievance or
14 discipline-related meetings. When an administrator reasonably expects that a meeting may lead to
15 disciplinary action against an employee, the administrator shall advise the employee of their right to
16 representation prior to the meeting.
17

18 **Section 3.5. Personnel Files.**

19 An employee shall have the right, upon reasonable notice, to inspect the contents of their personnel file.
20 Inspection shall be in the presence of a District representative. File contents may be reproduced for the
21 employee as promptly as feasible. The employee shall pay for the expense of such reproduction. An
22 Association representative may, at the employee's request, be present during the review of said employee's
23 file.
24

25 **Section 3.5.1. Contents of Personnel File.**

26 No derogatory materials concerning the employee's conduct, service, character, or personality shall
27 be placed in the personnel file unless an employee has had an opportunity to read and respond to
28 them. The employee shall acknowledge having read such material by affixing his or her signature to
29 the copy to be filed. The employee shall have the right to write his or her version of the incident or
30 occurrence and have that statement permanently attached to the original document.
31

32 **Section 3.6. Vehicle Damage.**

33 Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance
34 policy. When an employee's vehicle is damaged in a school setting by vandalism or is accidentally
35 damaged by a student, the District will reimburse the amount of the deductible to a maximum of two
36 thousand dollars (\$2,000), or to the highest maximum allowed to employees in any other bargaining group,
37 provided that the employee can provide written verification that they have filed a report with the
38 appropriate law enforcement agency. Acts of damage to an employee's vehicle by the District will be fully
39 covered by the District.
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41 **Section 3.7. Just Cause.**

42 Employees who have completed the probationary period may not be disciplined or discharged without
43 justifiable cause. Any issue of justifiable cause shall be resolved in accordance with the Grievance
44 Procedure.
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1 **Section 3.7.1. Non-Disciplinary Directives.**

2 Verbal warnings and letters of direction are not disciplinary in nature but shall be documented in the
3 supervisor's working file.
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5 **Section 3.7.2. Progressive Discipline.**

6 The extent of any disciplinary action will be in keeping with the seriousness of the infraction and
7 appropriate to the behavior which precipitates such action. Verbal warnings and letters of direction
8 may be used as a precursor to formal discipline when appropriate. Progressive discipline normally
9 includes written reprimand, suspension without pay, or termination. Copies of discipline shall be
10 placed in the employee's personnel file and given to the employee.
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14 **ARTICLE IV**

15 **RIGHTS OF THE ASSOCIATION**
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18 **Section 4.1.**

19 The Association has the right and responsibility to represent the interests of all employees in the bargaining
20 unit; to present their views to the District on matters of concern, either orally or in writing; and to enter
21 collective negotiations with the object of reaching an agreement applicable to all employees within the
22 bargaining unit.
23

24 **Section 4.2. List of Union Members.**

25 The names, home address, home and cell phone numbers, personal email address, work assignments, work
26 locations, work email address, seniority date, hire date, hours per day per assignment, calendar title, level,
27 step and hourly rate of pay of employees covered by this Agreement shall be provided in an editable format
28 to the President of the Association and the PSE Membership Department at membership@pseofwa.org,
29 monthly, mid-month, and again after the completion of final payroll.
30

31 **Section 4.3. Release Time.**

32 The Association President or designee may be authorized to use release time to transact Association
33 business under the following conditions:

- 34 1. One (1) week notice shall be required of all such requests (which will be made to the President's
35 supervisor).
- 36 2. Approval of the President's supervisor is required.
- 37 3. A maximum of ten (10) days per year will be permitted.
- 38 4. The Association will reimburse the District for the actual cost of the substitute employee during the
39 period of absence.
- 40 5. Supervisory approval will not be unreasonably withheld.
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42 This Section does not apply to meetings at which the District requires PAEOP members, as such meetings
43 do not constitute Association business.
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1 **4.3.1. Flex Time.**

2 Where appropriate, the President may flex their time by coming in early and/or staying late in
3 order to make up time not worked due to Association business. Such work must be made up as
4 agreed by the Supervisor and employee, but no later than within the pay period. Appropriateness
5 will be determined by the supervisor, but flex time will not be unreasonably withheld.
6

7 **Section 4.4. District Calendar.**

8 If a District Calendar Committee is created, the District will invite the Association President or their
9 designee to be a member. If some other method is used to determine the District calendar, the Association
10 will be included in the process.
11

12 **Section 4.5. Labor Management Meetings.**

13 As it is of mutual interest between the Association and District to promote systemic and effective
14 employee-management cooperation, a labor management team involving bargaining unit and District
15 members will schedule monthly meetings to discuss mutually acceptable issues involving both labor and
16 management. There shall be no loss of compensation as a result of PAEOP participation.
17

18 **Section 4.6. Association Negotiations Committee.**

19 Employees who participate in bargaining as part of the Association's bargaining team shall be compensated
20 at their normal hourly rate while participating in joint collective bargaining sessions when such sessions
21 occur during the employee's assigned shift, permitting the hours do not result in the employee incurring
22 overtime.
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24 **Section 4.7. Use of Resources.**

25 **Section 4.7.1. Bulletin Boards.**

26 The District shall honor reasonable requests by the Association for making bulletin board space
27 available.
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30 **Section 4.8. Access.**

31 Representatives of the Association shall be permitted to meet with District employees on school property
32 during non-work time, except as scheduled by a district administrator, in alignment with required check-
33 in/check-out procedures. Such meetings shall not interfere with school or work operations. Access to new
34 employees specifically for the purpose of presenting Association membership information shall be separate,
35 per Article 13.
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38 **ARTICLE V**

39 **HOURS OF WORK AND OVERTIME**

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42 **Section 5.1. Workdays.**

43 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
44 followed by two (2) days of rest (Saturday and Sunday) except for those employees designated by the
45 District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5)
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consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Beginning September 1, 2021, elementary schools will be allocated a minimum of sixteen (16) hours per school, two (2) employees, eight (8) hours per day.

Section 5.2. Work Shifts.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. Shifts in excess of five (5) hours per day shall include, in addition to the above, a lunch period of not less than thirty (30) minutes.

Section 5.2.1. Lunch and Rest Breaks.

Employees shall be provided a thirty (30) minute duty-free and uninterrupted lunch period. Employees shall be free to leave their assigned campus during lunch periods, provided that they comply with appropriate sign-out procedures and return in a timely manner. If circumstances require an employee to work through their regular lunch, a thirty-minute period for lunch will be given at a time agreed upon by the employee and their supervisor. In the event circumstances require an employee to forego their lunch period and the employee works their entire shift, including the lunch period, they shall be compensated for the foregone lunch period at overtime rates. Rest periods shall be fifteen (15) minutes in duration for each four (4) hours of work, in addition to the lunch break.

Section 5.3. Overtime.

All hours paid which total more than forty (40) hours per week (Monday morning at 12:00 a.m. through Sunday night at 11:59 p.m.) shall be paid at the rate of one and one-half (1½) times the employee's base hourly rate. However, at the request of the employee who is required to work overtime, overtime compensation may be given in the form of compensatory time at the rate of time-and-one-half (1½), as opposed to payment at that rate. Employees may accumulate a maximum of forty (40) hours of compensatory time. Compensatory time may be used only as scheduled by mutual agreement between the employee and the District. Compensatory time accumulated may not carry into a succeeding fiscal year; therefore, compensatory time accumulation shown in August of any year will be paid for in the September payroll, and therefore exhausted.

Section 5.4. Work Year for Full Year Employees.

The work calendar for a full year employee is 260 regular days. In school years (September 1 through August 31) when 261 regular days are available, the 261st day shall be designated as an unpaid, non-workday, and such day shall occur on the Friday of Spring Break. In school years when 262 regular days are available, the Association shall receive in writing, prior notification from the District of which day the District intends to designate as the 262nd day. This is an unpaid, non-workday.

Section 5.5. Temporary Assignment in a Higher Classification.

When a regular employee is authorized by their supervising administrator to temporarily fill in for the position of a higher classification employee in their building or department for four (4) hours or longer on a single workday, the employee so assigned will be compensated at the higher rate of pay. Such temporary assignments may not exceed two (2) weeks, unless an extension is approved by Human Resources. If during the period of this temporary assignment a holiday occurs, the employee so assigned will receive the higher rate of pay for the holiday, provided that the employee works the scheduled day

before and the scheduled day after the holiday at the higher classified position. However, if during the period of the temporary assignment the employee takes leaves or vacation days, such leaves or vacation days will be compensated at the employee's regular lower rate of pay.

Section 5.6. Substitute Coverage.

The District shall provide substitute coverage for employee absences, contingent upon supervisor approval and substitute availability.

Section 5.7. Involuntary Reduction in Hours.

Except when there is a reduction in force, the District will make a reasonable effort to offer an alternative position with equal hours and equal classification to an employee whose hours in the present position are involuntarily reduced. Positions filled in this manner in consultation with the Association are not subject to the provision of Section 9.7.

Section 5.8. Inclement Weather.

Any employee who is late in reporting to work because of weather conditions that have necessitated the closing or delay of school for that day shall be allowed the opportunity to make up the time missed if the make-up takes place within the same calendar work week. So long as the forty (40) hour work week is not exceeded, employees who work less than eight hours per day make up the time missed within a period of twenty (20) school days, while eight (8) hour part-time employees working less than a full year may make up the time at the end of the school year. In the event of early dismissal because of weather conditions, office personnel at school locations will be allowed to go after the students have been dismissed without loss of pay, except where the employee is required to remain on duty with their supervisor. Office personnel employed at non-school locations will be released after the last school has dismissed, except where the employee is required to remain on duty with their supervisor.

Section 5.9. Regular Employees Working as Substitutes.

Regular employees of the PAEOP bargaining unit may also elect to be an active substitute and be offered substitute assignments, permitted such assignments do not conflict with the work hours or break time requirements of the employee's regular PAEOP position:

1. If a regular employee accepts a substitute assignment caused by the absence of another employee in their building or department, such employee will be compensated at their regular rate of pay rather than the internal substitute rate of pay, unless such assignment meets the criteria defined in Section 5.5, Temporary Assignment in a Higher Classification.
2. If a regular employee accepts a substitute assignment in another building or department in which they do not hold a current PAEOP assignment, such employee will be compensated at the "internal substitute rate," (Level A, Step 1) per Schedule A, unless an agreement has been reached in advance between the employee and the supervisor assigning the work to pay the employee their regular rate of pay.

Section 5.10. Summer Extra Work.

Annually by June 30, the union will notify the District of the names and best contact information for part-year employees who wish to be considered for extra work opportunities during summer break. Compensation for all summer work shall be consistent with Article 5.9. Nothing in this Section shall require the District to pay mileage or travel time for such assignments, and nothing in this Section shall be interpreted to mean that the District must employ regular employees before using substitute employees.

ARTICLE VI

HOLIDAYS

Section 6.1. Holidays for Full Year Employees.

Employees scheduled to work more than two hundred twenty (220) days shall be considered full-time employees for the purposes of this Article. The days listed below shall be considered holidays, with pay, for all full-year employees in proportion to hours worked regularly during an employee's regular workday. The employee must work or be on paid leave during the regularly scheduled workday before and after the holiday to receive holiday pay.

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|------------------------------|--------------------------------|
| 1. Labor Day | 8. New Year's Day |
| 2. Veterans' Day | 9. Martin Luther King, Jr. Day |
| 3. Thanksgiving Day | 10. President's Day |
| 4. Day After Thanksgiving | 11. Memorial Day |
| 5. Day Before Christmas Day | 12. Juneteenth |
| 6. Christmas Day | 13. Independence Day |
| 7. Day before New Year's Day | |

Section 6.2. Holidays for Less Than Full Year Employees.

The following shall be considered holidays, with pay, for all regular employees, less than full-year, in proportion to hours worked regularly during an employee's regular workday. The employee must work or be on paid leave during the regularly scheduled workday before and after the holiday to receive holiday pay.

- | | |
|---------------------------|--------------------------------|
| 1. Veterans' Day | 6. New Year's Day |
| 2. Thanksgiving Day | 7. Martin Luther King, Jr. Day |
| 3. Day after Thanksgiving | 8. President's Day |
| 4. Day before Christmas | 9. Friday of Spring Vacation |
| 5. Christmas Day | 10. Memorial Day |

Section 6.2.1.

Employees working, or on paid leave, the day before and the day after Labor Day, Juneteenth, or Independence Day holiday shall be paid for the holiday.

Section 6.3.

If the designated holiday falls on a Saturday, the preceding Friday shall be the paid holiday; if the designated holiday falls on a Sunday, the following Monday shall be a paid holiday. If the Friday or Monday is a student attendance day, another day in close proximity will be selected by Human Resources. If an employee is directed to work on a designated holiday, the employee shall receive one and one-half (1½) times the base hourly rate for all hours worked on such a holiday and shall be given an additional day of vacation.

ARTICLE VII

LEAVES

It is agreed that employees need to be able to access reasonable amounts of leave to maintain and restore their health and to deal with emergencies and other personally compelling events.

It is also agreed that regular attendance is important to balance the workload for all staff, and to enhance the operation of each department and school.

The District understands that employees have legitimate privacy concerns regarding some circumstances that call for the use of leave and will work with employees to minimize the disclosure of information. The Association recognizes that employees must collaborate with their supervisors and the Human Resources Department to ensure that leave is used properly and that District operational needs are efficiently addressed.

Section 7.1. Leaves Due to Employee's Own Illness.

Section 7.1.1. Illness, Injury and Emergency Leave.

Employees shall be allowed twelve (12) days a year for the employee's personal illness, personal injury and emergency leave. Such leave shall be accrued monthly based on hours worked per day and accumulated to a maximum of one hundred eighty (180) days. No deduction from salaries shall be made during these days. Employees working less than a full year shall be allowed personal illness, personal injury and emergency leave on a prorated basis. The District may inquire regarding an employee's use of leave under this Section after three (3) consecutive days absent from work, when the employee has demonstrated a pattern of leave usage of concern to the District, or when circumstances raise concerns. A medical practitioner's statement or other verification of the absence may be required. Illness, injury and emergency leave may be expended on an hourly basis.

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

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

An employee may choose to use such leave for themselves or a family member due to: 1) a mental or physical illness, injury, or health condition; 2) medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; 3) preventative medical care; 4) absences that qualify under the domestic violence leave act. "Family member" shall mean child (biological, adopted, foster, step, loco parentis, legal guardian or de facto) regardless of age or dependent status, a parent or parent of spouse/domestic partner (biological, in-law, adoptive, de facto, foster, step, loco parentis, or legal guardian), spouse, domestic partner, grandparent, grandchild, or sibling. Absences beyond illness, injury and emergency leave shall be deducted from the employee's salary. Illness,

injury and emergency leave shall also apply to disabilities caused or contributed to pregnancy, miscarriage, abortion, childbirth and recovery as per Section 7.2.

Section 7.1.2. Medical Appointments.

Employees shall make every effort to schedule routine medical appointments outside their regularly scheduled work hours. By agreement with the immediate supervisor, an employee may flex their daily or weekly work schedule. In the absence of such arrangements, the employee may use their Illness, Injury and Emergency Leave for such medical appointments.

Section 7.1.3. Using Family and Medical Leave (FMLA) for Employee's Own Illness.

Eligible employees may utilize the Family and Medical Leave Act (FMLA) for their own serious health condition in accordance with Section 7.5. All the provisions of the Family and Medical Leave Act shall be extended to employees who have worked at least twelve hundred and fifty (1250) hours in the preceding twelve (12) months and who meet all other FMLA eligibility requirements; provided, however, that individuals replacing employees on FMLA leave will not be eligible for insurance benefits.

Section 7.1.4. Temporary Disability Leave.

Employees who are physically or emotionally unable to perform the functions of their position for medical reasons may request temporary disability leave without pay. Temporary disability shall be granted for illness, injury, surgery, or because of pregnancy or childbirth and may only be granted for the period of actual disability and shall not exceed one (1) year including all sick leave or pregnancy disability leave already taken.

Section 7.1.4.1.

The employee shall notify the Director of Human Resources of their request for temporary disability leave. If possible, such notification shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The District may require a doctor's certification that the leave should be granted and that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 7.1.4.2.

- a. Upon expiration of a temporary disability leave of twelve (12) work weeks or less, the employee shall be assigned to the same position, or an equivalent position, occupied before the leave unless such position(s) was eliminated because of a reduction of state and/or federal funding which became effective during the period of the leave. In such case, the employee shall be reinstated to the first available opening, in which duties are substantially equivalent to the position held prior to the leave.
- b. Upon expiration of a temporary disability leave of over twelve (12) work weeks, the District cannot assure the employee of assignment to the same position held prior to the leave as there is no certainty of a vacancy to make room for the employee when returning. However, the District will attempt to reassign the employee to the position held prior to the leave. In any event, the employee shall be reinstated to the first available opening within six (6) months of the employee's return from disability leave in which duties are substantially equivalent to the position held prior to the leave.

1 **Section 7.1.4.3.**

2 An employee on approved temporary disability leave will retain accrued vacation and
3 seniority rights. Employees granted temporary disability leave must have depleted their
4 available illness, injury and emergency leave in accordance with Section 7.1 and 7.7.7
5 before being placed on an unpaid leave status.
6

7 **Section 7.1.5. Leave for Job-Related Injury/Illness.**

8 Any employee shall be entitled to a leave of absence due to injuries and/or illness incurred on the
9 job which have caused them to exhaust sick leave. Such leaves shall be available for a period of up
10 to one (1) year so long as a medical doctor certifies that the employee is unable to return to work
11 because of work-related injury/illness. Leaves granted under this Section shall not be combined
12 with Temporary Disability Leaves referenced in Section 7.1.4.
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14 **Section 7.1.5.1.**

15 The District will attempt to reassign the employee to the original position or one that is
16 comparable to the same job they held at the time of the job-related injury/illness.
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18 **Section 7.1.6. Assault/Physical Harm.**

19 Any case of assault or physical harm caused by another person shall be promptly reported to the
20 District. The District shall render assistance to the employee in connection with handling of the
21 incident by law enforcement and judicial authorities. If the employee submits a worker's
22 compensation claim noting physical harm and the claim is approved, the employee shall be
23 reimbursed by the district for documented out of pocket expenses incurred from the assault or
24 physical harm and/or reimbursed for the value of leave days not covered by, to a maximum of one
25 thousand five hundred dollars (\$1,500), provided the supporting documentation is submitted to the
26 Risk Department within six (6) months of the date of the assault. If necessary, the employee may
27 request an extension from Risk to gain a period longer than six (6) months to submit documentation
28 when the employee anticipates a delay in billing of health care expenses, not to exceed one (1) year.
29 This paragraph does not apply to civil litigation instituted by the employee.
30

31 **Section 7.2. Leave Due to Pregnancy/Maternity Disability.**

32 An employee may use accumulated, paid sick leave for the period of actual disability attributable to
33 pregnancy or childbirth as verified in writing by the employee's physician. If the employee's accumulated
34 sick leave is exhausted during the period of maternity disability, the District shall grant a leave of absence
35 without pay or fringe benefits. Upon the employee's request, she may self-pay both the employee and
36 employer portion of available fringe benefit premiums for the remainder of the period of actual disability
37 due to pregnancy or childbirth.
38

39 **Notice Required.**

40 A pregnant employee is requested to notify her immediate supervisor and the Human Resources
41 Department by the beginning of the sixth month of pregnancy. At the time of such notice, the employee
42 shall submit a written request to her immediate supervisor and the Human Resources Department. The
43 notice to the District shall include the approximate beginning and ending dates for the leave, and may be
44 for one (1) or more of the following:
45

- 46 A. Maternity leave for the period of her actual disability due to pregnancy or childbirth.
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- B. Unpaid Family and Medical leave (FMLA) for a period of up to twelve (12) weeks, in addition to any period of maternity disability leave if eligible as per section 7.2.1. and 7.5. The District will extend the employee's health benefit during this period of unpaid FMLA leave.
- C. Child Rearing Leave as described in Section 7.3.5; or
- D. Termination of employment by resignation.

Employment Conditions.

A pregnant employee may continue working through the duration of her pregnancy unless her physician or licensed practitioner indicates in writing that she is unable to perform part of or all of the duties of her position. The employee may return to work when physically able to perform her duties as certified by her personal physician or licensed practitioner. No later than thirty (30) days after the date of birth, the employee is requested to notify the Human Resources Department of the specific date when she shall return to work. Unless the Human Resources Department approves an earlier date of return, the employee shall give at least fourteen (14) days of advance notice of the actual date of return. An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth and/or up to twelve (12) weeks of family leave (if eligible) shall return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave.

The employee shall return to her duties following leave due to pregnancy disability on the date approved by the Human Resources Department. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid Temporary Disability leave of absence, as per section 7.1.4., may be approved at the discretion of the Human Resources Department based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

Section 7.2.1. Using Family and Medical Leave (FMLA) to Care for a Newborn Child.

All eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for their newborn child in accordance with section 7.5. All the provisions of the Family and Medical Leave Act shall be extended to employees who have worked at least twelve hundred and fifty (1250) hours in the preceding twelve (12) months and who meet all other FMLA eligibility requirements; provided, however, that individuals replacing employees on FMLA leave will not be eligible for insurance benefits.

Section 7.3. Parental Leave After Birth, Adoption or Gaining Custody of a Child.

Section 7.3.1. Parental Leave.

All employees shall be entitled to three (3) days of parental leave with pay immediately after the birth of their child.

Section 7.3.2. Adoption Leave.

All employees may be allowed three (3) days with pay for purposes of gaining custody of an adopted child and/or transacting the legal requirements necessary in the adoption process. Additional adoption leave may be granted under Section 7.3.5., Child Rearing Leave.

Section 7.3.3. Custody Leave.

Any employee may be allowed three (3) days with pay for purposes of gaining custody of a minor child through any legal means not listed in 7.3.1. or 7.3.2.

Section 7.3.4. Using Family and Medical Leave (FMLA) to Care for an Adopted Child.

All eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for their newly adopted child in accordance with section 7.5. All the provisions of the Family and Medical Leave Act shall be extended to employees who have worked at least twelve hundred fifty (1250) hours in the preceding twelve (12) months and who meet all other FMLA eligibility requirements; provided, however, that individuals replacing employees on FMLA leave will not be eligible for insurance benefits.

Section 7.3.5. Child Rearing Leave.

Any employee who obtains custody of a minor child through birth, adoption, or any other legal means shall be entitled to an unpaid leave of absence for a specified period of time not to exceed one (1) calendar year. The employee must provide written notification to the Human Resources Department and the immediate supervisor at least thirty (30) calendar days prior to going on leave. The leave shall be requested for a specific period of time. At the conclusion of the leave, the employee shall be reinstated to an equivalent position, if one exists, or placed on the re-employment list as specified in Section 9.8. For Child Rearing Leave of ninety (90) days or less, the employee may be guaranteed their prior job at the exclusive option of the District. The District would be free to replace the employee as it sees fit. Early return from leave shall be at the District's discretion. Extended Leave, as described in Section 7.7.3. is not available for Child Rearing Leave. Child Rearing Leave shall run concurrently with any FMLA leave taken as per Section 7.2.1. and 7.5.

Section 7.4. Leave Due to a Family Member's Illness.

Section 7.4.1. Using Illness, Injury & Emergency Leave to Care for an Ill Family Member.

An employee may use their own accrued Illness, Injury and Emergency Leave as defined in Section 7.1.1. to care for their sick child under age eighteen (18); or over age eighteen (18) if incapable of self-care because of a mental or physical disability of a spouse, domestic partner, parent, parent-in-law, or grandparent with a serious or emergency health condition; and an adult child who is incapable of self-care because of a mental or physical disability.

Section 7.4.2. Using Family and Medical Leave (FMLA) to Care for an Ill Family Member.

Eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for an ill family member in accordance with section 7.5. All the provisions of the Family and Medical Leave Act shall be extended to employees who have worked at least twelve hundred and fifty (1250) hours in the preceding twelve (12) months and who meet all other FMLA eligibility requirements; provided, however, that individuals replacing employees on FMLA leave will not be eligible for insurance benefits.

Section 7.5. Family and Medical Leave Act (FMLA) and Paid Family Medical Leave (PFML).

In accordance with the FMLA, every employee of the District who has worked for the District at least one (1) year and for at least twelve hundred and fifty (1250) hours in the preceding twelve (12) months is entitled to twelve (12) work weeks of Family Leave during any twelve (12) month period for the following:

- A. To care for a newborn or adopted child of the employee who is under the age of eighteen (18) at the time of placement for adoption, or a newly placed foster child (Section 7.2.1.); or
- B. To care for a spouse, parent or child of the employee who has a serious health condition (Section 7.4.2.); or

C. For a personal health condition if it renders the employee unable to perform their job (Section 7.1.2.).

Leave taken for newborn or adopted childcare shall be completed within one (1) year after the date of birth or placement for adoption. Family Leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the Human Resources Department or where intermittent or reduced leave is medically necessary. The District will continue to pay its portion of the employee's medical and dental benefits during approved FMLA leave. A period of Family Leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

If both parents of a newborn or newly adopted child are employed by the school district, they shall be entitled to a total of twelve (12) work weeks of Family Leave during any twelve (12) month period, and leave shall be granted to only one parent at a time. There is no pooling in effect for spouses if the Family Leave is related to a serious health condition. The Human Resources Department will require written verification from the employee's healthcare provider.

The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for Family Leave, the two (2) health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return to Work.

Any employee returning from an authorized Family and Medical Leave within twelve (12) work weeks, shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay. Reinstatement of an employee returning from Family and Medical Leave need not occur if: (a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, (b) an employee on leave takes a position with another employer outside the home, or (c) the employee fails to provide the required notice of intent to take leave or fails to return on the established ending date of leave. If an employee fails to return from leave, the District may recover the costs of the employee's health benefits paid during the leave.

Section 7.5.1. Paid Family Medical Leave (PFML).

Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and funded by premiums paid by both employees and employers. Employee contributions, as required, are deducted monthly from the employee's pay. This program allows eligible employees to take up to twelve (12) weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military connected events. If employees experience multiple events in a given year, they may be eligible to receive up to sixteen (16) weeks or up to eighteen (18) weeks if the employee experiences a serious health condition with a pregnancy. PFML leave will run concurrently with the employee's other leave entitlements. The employee shall not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may choose to supplement with their available paid leave entitlements while on PFML, to make their compensation whole. An employee becomes eligible once they have worked eight hundred twenty (820) hours for a Washington-based employer during the previous year. The benefit cannot be taken without a qualifying event. Leave events can be either Family or Medical as stated below.

1 Family Leave:

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

5
6 Medical Leave:

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

8
9 Application for PFML benefits is administered directly through the State.

10
11 **Section 7.6. Leave Sharing.**

12
13 **Section 7.6.1. Receiving Shared Leave.**

14 An employee is eligible to receive donated leave if all of the following in items 1-5 are true, or
15 if 6 or 7 are true.

- 16
17 1. The employee requesting shared leave suffers from, or has a relative or household
18 member suffering from, an extraordinary or severe illness, injury, impairment, or
19 physical or mental condition which has caused, or is likely to cause, the employee to:
20 a. Go on leave without pay status; or
21 b. Terminate their employment
- 22 2. The nature and expected duration of the severe or extraordinary illness, injury,
23 impairment or condition, has been verified in writing by a licensed physician or
24 other authorized health care practitioner. The District may require verification by a
25 physician selected by the District, at the District's expense.
- 26 3. The employee's absence and the use of shared leave are justified.
- 27 4. The employee has depleted, or will shortly deplete, their annual leave and sick
28 leave reserve.
- 29 5. The employee has abided by District rules regarding sick leave use.
- 30 6. The employee has been called to service in the uniformed services.
- 31 7. If the employee is later found to be eligible for industrial insurance benefits, the employee
32 agrees to and shall reimburse the school district for the time loss compensation that is paid to
33 them to the extent that the employee is paid time loss compensation (temporary total disability
34 compensation or loss of earning power compensation) and shared sick leave for the same
35 day(s). An employee shall not use shared sick leave or donated leave to supplement the
36 difference between time loss compensation and either net or full wages. If an employee has
37 already received shared sick leave and is later found to be eligible to receive industrial
38 insurance benefits, the remaining difference between shared leave minus the industrial
39 insurance benefit shall be deducted from the employee's sick leave balance, even if it results in
40 a negative balance.

41
42 The Director of Human Resources shall determine the amount of leave, if any, which an employee
43 may receive under this policy. Normally an employee shall not receive more leave than the number
44 of contracted days remaining in the current school year. However, in the event that the condition
45 requiring the employee's absence continues beyond the current school year, the employee shall not
46 receive a total of more than five hundred twenty-two (522) days of shared leave, in accordance with
47 RCW 41.04.665.

An employee who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that a specified amount of sick leave be transferred to another employee authorized to receive such leave. An employee may request to transfer any number of sick leave days during any school year and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave, as defined in RCW 41.04.665, means leaves for illness, injury and emergencies of extraordinary or severe nature. The number of leave days transferred shall not exceed the amount authorized by the donating employee.

Section 7.6.2. Donating Shared Leave.

The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave. Sick leave, as defined in RCW 28A.400.380, means leaves for illness, injury and emergencies of extraordinary or severe nature. An Employee may transfer annual leave (vacation) and sick leave as follows:

1. An employee who has an accrued vacation leave balance of more than ten (10) days may request that a specified amount of accrued vacation leave be transferred to another employee authorized to receive such leave. In no event may the employee request a transfer of an amount of leave that would result in their vacation leave account dropping below ten (10) days.
2. An employee may transfer a specified amount of sick leave only if they retain a minimum of twenty-two (22) days of sick leave after the transfer.

Leave transferred is based upon the current salary rate of the person receiving the leave. The receiving employee will continue to be paid their regular rate while on shared leave. For example, if an employee earning fifteen dollars (\$15) an hour donates one (1) day of leave to someone earning seven dollars and fifty cents (\$7.50) an hour, the recipient would get two (2) days of sick leave. However, if the seven dollars and fifty cents (\$7.50) an hour employee donates one (1) day to the fifteen dollars (\$15) an hour employee, the higher-paid employee would receive one-half (½) day of leave. The value of any leave transferred under this policy which remains unused shall be returned to its original value to the employee who donated the leave.

Section 7.7. Other Leaves.

The District will attempt to reassign the employee to the position held prior to the leave provided that a suitable temporary employee is available. In any event, the employee shall be reinstated to the first available opening where duties are substantially equivalent to the position held prior to the leave.

Section 7.7.1. Bereavement Leave.

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

1. An employee shall be allowed up to five (5) days of bereavement leave for the death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, parent, parent-in-law, stepparent, child, child-in-law, stepchild, sibling, sibling-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. The number of days of leave, not to exceed five (5) per occasion of death shall be allowed according to the

circumstances of each case as determined by the Director of Human Resources. Upon request by an employee, bereavement leave days for the death of any other close family member as defined by the employee will be granted on a case-by-case basis and will not be unreasonably withheld. Bereavement leave days need not be used consecutively but shall normally be used within one (1) month following the death unless the Director of Human Resources has authorized an extended usage period. Bereavement leave days are not cumulative or transferable. No deductions from salaries or sick leave shall be made during these days.

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

Section 7.7.2. Judicial Leave.

In the event an employee is summoned and required to serve as a juror or is subpoenaed to appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. Any compensation received for such service shall be retained by the employee.

Section 7.7.3. Non-Medical Leaves of Absence.

Upon approval by the Director of Human Resources, an employee may be granted a non-medical leave of absence without pay for a period not to exceed one (1) year. Such leave requests shall be considered after a minimum of two (2) years of employment. Leaves greater than three (3) months shall also require approval from the Board of Directors. Leave for Child Rearing is defined in Section 7.3.5. The District will attempt to reassign the employee to the position held prior to the non-medical leave of absence. In any event, the employee shall be reinstated to the first available opening within twelve (12) months of the employee's return to work where duties are substantially equivalent to the position held prior to the leave. Any employee on a non-FMLA leave of absence may continue on District-approved insurance plans at their own expense, provided that they comply with the same payment schedule, rules and procedures applied to COBRA participants. The employee will retain accrued illness, injury and emergency leave, vested vacation rights, and seniority rights while on this non-medical leave of absence. However, vacation credits, seniority and illness, injury and emergency leave shall not accrue while the employee is on this non-medical leave of absence.

Section 7.7.4. Medical Leave of Absence for Employees Who Have Exhausted Their FMLA Entitlement.

Upon completion of an employee's FMLA entitlement (Section 7.5), any employee who has completed the probationary period may be entitled to a leave of absence not to exceed one (1)

1 year in cases where extended illness or injury is verified by a physician's statement. Such leave
2 shall include all sick leave, pregnancy disability leave, and FMLA leave already taken. An
3 employee on a medical leave of absence may be replaced by an existing employee at the worksite or
4 by a temporary posting. Employees hired to temporarily fill the vacancy or indirect vacancy of a
5 person on a medical leave shall assume all contractual rights and privileges, except seniority rights
6 as defined in Article IX, at the point the employee on medical leave has exhausted all paid leave
7 including shared leave.

8
9 It is clearly understood that they must relinquish the position when the original employee returns or
10 indicates that they will not return. The District will attempt to reassign the returning employee to the
11 position held prior to the medical leave. In any event, the employee shall be reinstated to the first
12 available opening within twelve (12) months of the employee's return to work where duties are
13 substantially equivalent to the position held prior to the leave. The employee will retain accrued
14 illness, injury and emergency leave, vested vacation rights, and seniority rights while on this
15 medical leave of absence. However, vacation credits, seniority and illness, injury and emergency
16 leave shall not accrue while the employee is on this medical leave of absence.

17
18 **Section 7.7.5. Medical Leave of Absence for Employees Who Are Not Eligible for FMLA.**

19 Any employee who is not eligible for FMLA (section 7.5) but has completed the probationary
20 period may be entitled to a leave of absence not to exceed one (1) year in cases where extended
21 illness or injury is verified by a physician's statement. Such leave shall include all sick leave
22 and pregnancy disability leave already taken.

23
24 An employee on medical leave may be replaced by an existing employee at the work site or by a
25 temporary posting. Employees hired to temporarily fill the vacancy or indirect vacancy of a person
26 on a medical leave shall assume all contractual rights and privileges, except seniority rights as
27 defined in Article IX, at the point the employee on a medical leave has exhausted all paid leave
28 including shared leave. It is clearly understood that they must relinquish the position when the
29 original employee returns or indicates that they will not return.

30
31 The District will attempt to reassign the returning employee to the position held prior to the medical
32 leave. In any event, the employee shall be reinstated to the first available opening within twelve
33 (12) months of the employee's return to work where duties are substantially equivalent to the
34 position held prior to the leave.

35
36 The employee will retain accrued illness, injury and emergency leave, vested vacation rights, and
37 seniority rights while on this medical leave of absence. However, vacation credits, seniority and
38 illness, injury and emergency leave shall not accrue while the employee is on this medical leave of
39 absence.

40
41 **Section 7.7.6. Personal Leave.**

42 Annually on September 1, employees shall be given four (4) days of personal leave to use for
43 personal matters, including family illness not otherwise covered by sick leave. Use of personal
44 leave for family illness shall not require prior approval, however, the District may require a medical
45 provider's certification. This leave shall not be used for conducting income producing business and
46 shall not be used for a strike against the Puyallup School District.

Personal leave for school-based employees shall not be used on the following “blocked” days: the ten (10) working days prior to the first day of school, snow make-up days, or during the first or last five (5) days of school. Part time employees and employees hired after the first day of school shall receive personal leave pro-rated based on their FTE and total workdays. An employee may request special consideration from the Director of Human Resources for personal leave to be granted during the blocked days for personally compelling reasons.

The District shall grant personal leave unless such requests singularly or collectively would disrupt the normal operations or activities of the District. Employees may request personal leave days as early as one year in advance but must have the requested number of personal leave days available at the time the leave is to be taken.

Personal leave days may be carried into the following school year, to a maximum accumulation of ten (10) days at any time. A maximum of five (5) days, excluding those used for family illness or bereavement days, may be used in any one (1) year, unless additional use is approved in advance of use by the Director of Human Resources. Employees may receive monetary compensation at per diem for all of their unused personal leave days annually. Such a request for monetary compensation must be made by June 1 on a form provided by Payroll.

Two (2) days of unused personal leave may be shared with other employees at the option of the individual employee. Employees may not donate or receive more than two (2) days of personal leave per school year. Employees who choose to share personal leave must complete the Personal Leave Sharing Authorization Form before transferring leave to another employee.

Section 7.7.7. Leave Exhaustion/Leave Without Pay.

Paid leaves must normally be exhausted before leave without pay will be considered. Leave without pay will be granted, if at all, solely at the employer’s discretion to the extent that the law provides.

Section 7.8. Fair Day.

If the District provides an early release for employees and students on Fair Day in September, employees will be released early from their work schedule, at a time designated by the District, without loss of compensation.

ARTICLE VIII

VACATIONS

Section 8.1.

Employees shall earn vacation credit on a prorated monthly accrual basis. Employees who are in a paid status for at least fifty percent (50%) of their assigned work year shall be credited with a year of service for vacation purposes on September 1.

Section 8.2. Vacation for Employees Who Work 260 Days. (effective: 9/1/23 to 8/31/24).

For the period of September 1, 2023 to August 31, 2024, during the first year of service, employees who work 260 days shall accrue monthly vacation hours based on eleven (11) days. Thereafter, each employee shall receive one (1) additional day of vacation accrual for each year of work completed to a maximum of twenty-four (24) days.

260 DAY EMPLOYEES	
Effective: 9/1/23 to 8/31/24	
YEARS	VACATION DAYS/YEAR
1	11
2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24

Section 8.3. Vacation for Employees Who Work 260 Days. (effective: 9/1/24).

Effective September 1, 2024, employees who work 260 days shall accrue monthly vacation hours based on the chart below.

260 DAY EMPLOYEES	
Effective: 9/1/24	
YEARS	VACATION DAYS/YR
0-4	15
5	16
6	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24

Section 8.3.1.

Vacation shall be automatically credited on a monthly accrual basis. Full-year employees shall be eligible to utilize vacation upon completion of their probationary period.

Section 8.3.2.

No more than forty (40) days of vacation may be carried over into a succeeding school year. A maximum of thirty (30) days of vacation may be liquidated to cash upon separation from employment.

Section 8.3.3.

Vacations shall be scheduled at the request of the employee unless such vacation would disrupt the normal activities of the District. Full-year employees shall be permitted to use at least ten (10) consecutive vacation days in the summer between the last and first student contact day.

Section 8.3.4. Extended Vacation Carryover for Full-Year Employees.

In extreme workload situations where an employee has not been permitted to reasonably use vacation throughout the year and the employee is scheduled to lose earned vacation that exceeds the maximum allowable days, the employee may make a request to HR (no later than August 1 annually) to carry over up to five (5) days of earned vacation (beyond the maximum carryover amount) for four (4) months, ending December 31.

Section 8.4. Vacation for Employees Who Work Less Than 260 Days. (effective 9/1/23 to 8/31/24)
For the period of September 1, 2023 to August 31, 2024, employees who work less than 260 days shall receive vacation payout using the chart below, prorated by days and hours actually paid, divided by 2080.

LESS THAN 260 DAY EMPLOYEES	
Effective: 9/1/23 to 8/31/24	
YEARS	VACATION DAYS/YR
1	10
2	11
3	12
4	13
5	14
6	15
7	16
8	17
9	18
10	19
11	20
12	21
13	22
14	23

Section 8.5. Vacation for Employees Who Work Less Than 260 Days. (effective 9/1/24)

Effective September 1, 2024, employees who work less than 260 days shall receive vacation payout using the chart below, prorated by days and hours actually paid, divided by 2080.

LESS THAN 260 DAY EMPLOYEES	
Effective: 9/1/24	
YEARS	VACATION DAYS/YR
1	11
2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24

Section 8.5.1.

All employees working less than full year shall receive vacation pay rather than vacation time in accordance with Section 8.1 and Section 8.3. Such employees shall receive payment for accrued vacation credit with their June paycheck. New employees working less than sixty (60) days in a school year will not receive vacation pay.

Section 8.6.

After an employee subject to this Agreement has been employed for a period of one (1) complete fiscal school year, they shall be entitled, upon termination of their employment with the District, to that portion of accrued vacation pay as is due.

Section 8.7.

Any employee who resigns from employment and returns shall be credited with their prior District secretarial experience, for the purposes of vacation credit.

ARTICLE IX

PROBATIONARY PERIOD, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.

The seniority of an employee shall be established as of the date on which they were hired by the District into this bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. If two (2) or more employees have the same bargaining unit hire date, the tie will be broken by referencing the employee's original District hire date, outside the bargaining unit.

1 **Section 9.2.**

2 New employees shall serve a probationary period of ninety (90) working days. Upon completion of the
3 probationary period, further employment shall be on a regular employment status. If the regular work
4 schedule is less than five (5) days per week, the parties may, by mutual agreement, designate an alternative
5 probationary period, not to exceed ninety (90) working days. New employees shall be notified of their
6 probationary period within ten (10) working days of the employee's start date. During the probationary
7 period, the District may terminate an employee at its sole discretion. Such termination shall not be subject
8 to the grievance procedure. Employees on probationary status are not eligible to bid on new or open jobs or
9 positions during the ninety (90) workday probationary period, unless mutually agreed by the parties.
10 Employees on probationary status, whose total PAEOP work hours have been eliminated due to staffing
11 reductions, may bid on new or open jobs or positions, and if awarded a position, will begin a new ninety
12 (90) working day probationary period in that new position.

13
14 **Section 9.2.1. Trial Period.**

15 Continuing employees transferring to a new position shall have the opportunity to transfer back to
16 the position they vacated within thirty (30) working days of the transfer or until their previous
17 position has been filled, whichever occurs first. For the purpose of this Section, a position shall be
18 deemed to have been filled when a replacement has been selected and notified. Likewise, such a
19 transferring employee shall be deemed on a trial period until the position they vacated is filled or for
20 thirty (30) working days of the transfer, whichever occurs first. Employees transferring to a new
21 position are not eligible to bid on new or open positions during the trial period.

22
23 **Section 9.2.1.1.**

24 If the District exercises the trial period option, the employee shall be placed in an existing
25 equivalent position or moved back to the previously held position. Such placement shall be
26 done in consultation with the Association. Failure to complete probation shall be grievable
27 to the extent that the decision is arbitrary and capricious.

28
29 **Section 9.3.**

30 Employees who have completed the probationary period may not be disciplined or discharged without
31 justifiable cause. The issue of justifiable cause shall be determined through the grievance procedure.

32
33 **Section 9.4.**

34 Seniority rights shall not be lost for the following reasons:

- 35 a. Time lost by reason of industrial accident, industrial illness or jury duty.
36 b. Time on a paid leave of absence.
37 c. Time off granted for the purpose of serving in the Armed Forces of the United States; or
38 d. Time spent on protracted illness leave.

39
40 **Section 9.4.1.**

41 Seniority rights of an employee shall be lost for the following reasons:

- 42 a. Resignation.
43 b. Discharge for any reason. or
44 c. Retirement.

45 **Section 9.5.**

46 Seniority rights shall be effective within the general job classification of Secretarial/Clerical.
47
48

1 **Section 9.6.**

2 The employee with the earliest seniority date shall have preference regarding promotions, assignment to
3 new or open jobs or positions and layoffs when ability and performance are equal with those individuals
4 junior to the employee. When determining ability and performance, objective criteria such as the following
5 will be considered: technical skill level, interpersonal and communication skill level, customer service skill
6 level, organizational and teamwork skill levels related to the position. Such skill levels shall be determined
7 by assessments, interview results, annual performance evaluations, and reference checks. If the District
8 determines that skill assessments are needed, they will be administered after the conclusion of the interview
9 process. A score of eighty percent (80%) will be considered a passing score on any test. If employees do
10 not receive a passing score, but receive a minimum of seventy-five percent (75%), the District will consider
11 skill level based on interview results, annual performance evaluations, and reference checks.

12
13 The District shall have the absolute right to hire the most senior employee applicant without regard to
14 procedure.

15
16 If the District determines that seniority rights should not govern because a junior employee possesses
17 ability and performance greater than a senior employee or senior employees, the District shall, in writing,
18 inform the employee or employees of its reason(s) why the senior employee or employees have not been
19 selected or retained.

20
21 **Section 9.6.1.**

22 Current bargaining unit applicants will be given full consideration regarding all of their
23 qualifications for a vacant position before the District decides to consider hiring an applicant from
24 outside the bargaining unit. A person hired from outside the bargaining unit must have ability and
25 performance substantially greater than those bargaining unit individuals who have bid on an open
26 position.

27
28 **Section 9.7.**

29 When a position is open in any department, notice of the opening shall be published on the District website
30 for a minimum of seven (7) working days. Such position notice shall include the approximate hours per
31 day, approximate days per year, the general description of the assignment and any special testing or
32 selection requirements.

33
34 **Section 9.7.1.**

35 When positions are posted outside the bargaining unit, applications from outside the unit will
36 not be reviewed until the screening, testing, and interview process has been completed for all
37 bargaining unit applicants, and the District can prove that none are qualified.

38
39 **Section 9.7.2.**

40 Unless otherwise stipulated by the Association, vacancies filled by the bargaining unit members
41 will be completed within thirty (30) calendar days of the inside bid closing date. In the event that
42 the position is posted outside, it will be filled within thirty (30) calendar days of the outside bid
43 closing date.

44
45 **Section 9.7.3.**

46 Vacated positions shall be posted within seven (7) calendar days unless the District informs the
47 Association in writing of its intent to dissolve the position or to vacate it for the duration of the
48

current school year. The District will provide one week of advance notice of its intent to modify the FTE hours of any position, so as to solicit input from the Association as to impact. Offers of employment shall be made to bargaining unit members through the Human Resources Department.

Section 9.7.4.

All employees who bid for positions shall be notified in writing if they have not been selected for the position, with a copy to the Association President.

Section 9.7.5.

When the District's staffing needs warrant additional PAEOP support of two (2) hours or less per day, normally, the District shall add the hours to a current employee in that building or program, providing no employee exceeds eight (8) hours per day. However, principals may elect to bank the hours for use later in the school year (budgeted at an average PAEOP hourly rate), or post and fill the hours (paid as Office Support, Level A, Step 1).

Section 9.8. Displacements and Reductions in Hours.

Displacement means the loss of total PAEOP work hours as a result of a building closure, shortage/lack of funds, reorganization, lack of work or a departmental position elimination. A reduced-hour employee is one who suffers a reduction in assigned work of two (2) or more hours per day. When reductions in the bargaining unit work force appear necessary, the District will meet with the Association to review the necessity for the reduction. In accordance with Section 2.1, the manner of this reduction will be discussed at this meeting. Before using Steps 1-3 below, the District will offer the employee open PAEOP positions that are substantially equal to the position from which they were displaced or reduced and for which they are qualified. If no positions are available to offer the employee, the employee may elect to proceed to Step 1 below or may proceed directly to Step 3.

Step 1: Displacement Within Same Job Title:

The displaced or reduced-hour employee may replace the most junior employee with the same job title and the same or fewer total annual work hours as those hours that caused the displacement/reduction, if qualified for the junior employee's position.

Step 2: Displacement Within Same Pay Level:

If the displaced or reduced-hour employee is not qualified to replace a junior employee (per Step 1) or there are no other jobs with the same title and same or fewer total annual displaced/reduced work hours (per Step 1), they may replace the most junior employee with the same or fewer total displaced/reduced annual work hours in the same pay level, if qualified.

Step 3: Displacement to Layoff Status:

If not qualified (per Step 2), or if there are no junior employees with the same or fewer total displaced/reduced annual work hours in their pay level (per Step 2), the displaced or reduced-hour employee will be placed in a layoff pool, described in Section 9.9 below.

Section 9.9. Layoff.

Layoff means the loss of total PAEOP work hours as a result of the shortage/lack of funds, reorganization or lack of work. The District shall continue to make a thorough effort to secure cooperation and funding from local, State and Federal governments, and non-governmental resources. Upon request from the Association, copies of a disclosure (under 42.17 RCW and/or 41.56 RCW) written report submitted to the Board detailing these efforts shall be provided to the Association.

1 **Section 9.9.1.**

2 In the event of a necessary reduction in the work force, the District shall layoff employees in
3 accordance with the provisions of Section 9.6 and 9.8. No new employees will be hired for positions
4 before such positions have been offered to all qualified employees on layoff status. At any time a
5 general reduction in force is necessary, the District will take these steps as early as possible:

- 6 1. Positions to be eliminated will be identified.
- 7 2. Attrition data will be determined as accurately as possible.
- 8 3. Qualifications for the remaining positions will be identified.
- 9 4. Remaining positions will be filled.

10
11 **Section 9.9.2. Notice.**

12 Employees to be laid off shall receive a layoff notice containing the following information as
13 soon as possible, and no later than thirty (30) District business days prior to layoff:

- 14 1. Name, position and hire date.
- 15 2. Reasons for layoff.
- 16 3. Benefits information (pay, vacation pay, unemployment compensation, COBRA).
- 17 4. Seniority list.
- 18 5. Employee address and telephone form to be returned to the District.
- 19 6. Recall rights.

20
21 **Section 9.9.3. Layoff Pool.**

22 Individuals placed in the Layoff pool will be placed on a reemployment list for twenty-four
23 (24) months following their entry into the pool.

24
25 **Section 9.9.4. Layoff Pool/Recall Process.**

26 Laid-off employees shall remain on a Recall List for up to twenty-four (24) months from the date of
27 layoff and shall be given preference in filling bargaining unit positions that are substantially equal
28 to or less than the position from which they were laid off and for which they are qualified. If a laid
29 off employee accepts a recall to a position with lower pay or fewer hours, he or she remains eligible
30 for recall to vacant or new positions that are substantially equal to the position held at the time of
31 layoff. Recognizing that unit positions vary widely, if the District questions the qualifications of a
32 senior employee for a position with the title different from that last held by the employee, it may
33 utilize ordinary hiring tools to determine an employee's qualifications. Recall notices shall be sent
34 by certified mail to the last address filed with the District. (It is the employee's responsibility to
35 notify the District of their mailing address.) The notice shall state the time and date on which the
36 employee is to report to work. Upon receipt of the notice, the employee shall have five (5)
37 additional days to report to work. Receipt of notice will be presumed to have occurred no later than
38 five (5) working days after it is placed in the U.S. Mail. The District may fill any such position
39 temporarily until recalled employees report for work.

40
41 **Section 9.9.5. Forfeiture.**

42 Recall and all other employment rights shall be forfeited if any employee fails to comply with the
43 terms of this Section, or twice refuses an offer of recall to a position substantially equal to that held
44 prior to layoff.

45
46 **Section 9.9.6. Seniority.**

47 Laid-off employees' seniority shall be frozen for up to twenty-four (24) months following layoff.
48 Upon recall, seniority shall begin accruing again.

1
2 **Section 9.10.**

3 An employee shall forfeit rights to reemployment as provided in Section 9.8 if they do not comply with the
4 requirements of Section 9.9 or if they do not accept the offer of reemployment within five (5) working
5 days.
6

7 **Section 9.11.**

8 An employee on layoff status who rejects an offer of reemployment forfeits seniority; provided that such
9 employee is offered a position substantially equal to that held prior to layoff.
10

11 **Section 9.12. Involuntary Transfer.**

12 An involuntary transfer will be made only after a meeting with the employee, their representative, and their
13 supervisor. The reasons for the transfer will be provided in writing and no such transfer will be made for
14 arbitrary or capricious reasons, but only for legitimate business needs. If such a transfer is made for reasons
15 other than discipline, the employee's compensation level will be maintained, and they will be given
16 preference over all other employees for positions for which they are qualified, except in the opening of new
17 schools.
18

19 **Section 9.13. Annual Notification.**

20 The District shall notify any employee working less than twelve (12) months (excluding vacations) prior to
21 June 15 of the intent to continue their employment during the coming school year and the approximate
22 number of hours per day, days per year, and job assignment. Annually, the District shall establish the
23 appropriate work calendars for all employees as soon as possible after the student calendar has been
24 approved.
25
26
27

28 **ARTICLE X**

29
30 **EVALUATIONS**
31

32 **Section 10.1. Evaluations.**

33 Employees shall be evaluated annually not later than the last day of their work year for less than full year
34 employees and not later than August 31 for full year employees. Employees not receiving an evaluation by
35 these deadlines of any year shall be deemed fully satisfactory in all areas. An employee may write a
36 statement to be attached to their evaluation in their personnel file. Such a statement must be submitted to
37 Human Resources within thirty (30) days of the issuance of their evaluation.
38

39 **Section 10.2.**

40 The evaluator shall include in the written evaluation the reasons for any ratings that do not meet
41 expectations (lowest two (2) possible ratings on each criterion) and provide suggestions for how the
42 employee can improve their performance. Supervisors are expected to inform employees of performance
43 concerns as they develop. If a supervisor anticipates an overall evaluation rating of "unsatisfactory," the
44 supervisor shall advise the employee of the areas of concern in writing, including suggestions for
45 improvement in advance of the evaluation meeting. Such notice will be provided sufficiently in advance of
46 the evaluation meeting for the employee to demonstrate improvement.
47
48

1 If any employee receives an overall evaluation rating of “unsatisfactory” as defined in the evaluation
2 instrument for Association members, the District may place the employee on a Plan of Improvement (POI).
3 The decision to implement a POI is part of evaluation content determination and is not disciplinary or
4 subject to appeal through a grievance. Prior to beginning the POI the District will meet with the employee
5 and an Association representative, unless the employee declines representation, to discuss the elements,
6 timeline and possible consequences of the POI.

7
8 The POI will identify the areas of unsatisfactory performance, the timeframe of the POI, the expectation(s)
9 to be met, resources the District will provide to the employee to assist the employee in meeting
10 expectations, and consequences for failure to meet expectations (which may include a recommendation for
11 termination of employment). The evaluator will meet with the employee and provide periodic written
12 feedback indicating whether or not the expectations set forth in the POI are/are not being met. At the end of
13 the POI a new evaluation will be issued.

14
15 Prior to a final decision that an employee has failed a POI, the District will meet with the employee, with
16 Association representation if not declined, to discuss the POI and receive the employee’s input before
17 making a final determination. A decision to terminate the employee for inadequate performance following a
18 POI may be appealed prior to a final decision by the Board of Directors through District Policy and may be
19 appealed after the Board’s decision through the grievance procedure of this Agreement.

20 21 22 23 **ARTICLE XI**

24 25 **GRIEVANCE PROCEDURE**

26 **Section 11.1.**

27 It is agreed that the content of evaluations is not grievable, however, other grievances, including
28 disciplinary action arising from things referenced in evaluations, arising between the District and its
29 employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the
30 interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict
31 compliance with this Article. A grievance shall be deemed to occur when the employee knows of, or should
32 have known of, the decision or action which is the basis of the complaint. For the purpose of this section, a
33 day shall be defined as a full school district business day.

34 35 **Section 11.1.1.**

36 A "grievant" shall mean an individual employee(s) or the Association.

37 38 **Section 11.1.2.**

39 If employees so wish, they may be accompanied by an Association representative at all discussions
40 of the grievance.

41 42 **Section 11.2. Grievance Steps.**

43 44 **Section 11.2.1.**

45 The District and the Association acknowledge, and the parties involved are advised, that it is
46 desirable for an employee and the supervisor to resolve problems through free and informal
47 communications.

1 **Section 11.2.2.**

2 If in the judgment of the Association, a grievance affects a group of employees or the Association,
3 or if the grievance involves more than one supervisor or an administrator above the level of the
4 employee(s)' supervisor, the grievance may proceed directly to the step agreed to by the parties.
5

6 **Section 11.2.3. Step 1.**

7 The employee shall submit a written statement of grievance to Human Resources within twenty (20)
8 days of the occurrence or the grievance shall be invalid and subject to no further processing. The
9 written statement of the grievance shall contain the following:
10

- 11 1. The facts on which the grievance is based;
- 12 2. A reference to the provisions in this Agreement which have been allegedly violated, and
- 13 3. The remedy sought.
14

15 The parties will have five (5) days from submission of the written statement of grievance to
16 schedule a grievance hearing. After the hearing, the supervisor shall have ten (10) days to respond
17 to the grievance in writing.
18

19 **Section 11.2.4.**

20 The Association on its own may continue any grievance filed and later dropped by an
21 individual grievant(s), provided that the grievance involves the application or interpretation of
22 the collective bargaining agreement or any other agreement between the Association and the
23 District, and the Association exercises this option within ten (10) days.
24

25 **Section 11.2.5. Step 2.**

26 If no settlement has been reached within the five (5) days referred to in the preceding subsection,
27 and the individual believes the grievance to be valid, a written statement of grievance shall be
28 submitted within ten (10) days to Human Resources. After such submission, the parties will have
29 five (5) days from submission of the written statement of grievance to schedule a grievance hearing.
30 The administrator hearing the grievance shall have ten (10) days to respond to the grievance in
31 writing.
32

33 **Section 11.2.6. Step 3.**

34 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,
35 and the individual and the Association believes the grievance to be valid, the employee shall within
36 ten (10) days submit the grievance to the Superintendent or designee. The parties will have five (5)
37 days to schedule a grievance hearing. Following the hearing, the Superintendent or designee will
38 have ten (10) days to respond in writing to the grievance.
39

40 **Section 11.2.7.**

41 If a grievance is not satisfactorily resolved at Step 3 of this Agreement, the Association or the
42 District may require binding arbitration under the voluntary rules of labor arbitration. If the
43 Association or the District determines to seek binding arbitration, it shall within twenty (20)
44 working days after receiving the written response of Step 3 submit a request for a list of at least
45 seven (7) arbitrators from the American Arbitration Association. Unless other arrangements are
46 agreed to between the Association and the District, parties will determine the arbitrator from this list
47 by alternately striking names from the list. The selected arbitrator will issue their decision within
48

thirty (30) days from the date of the close of the hearing, or from the date the final statements are submitted. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions. The arbitrator will be without power or authority to make any decision which is outside of this Agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon both parties; provided, however, that the arbitrator's decision is not clearly erroneous, arbitrary and capricious, and is not in violation of State and Federal law or the Constitution. The cost of the arbitrator will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 11.3.

The grievance discussions shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

Employees and substitutes who work or are anticipated to work 630 hours or more in a work year (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction. The contributions identified in this Article are dependent on the state both authorizing and providing funding to pay such benefit allocation.

Section 12.2.

The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.3.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employee's Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 12.4.

The parties agree that any changes in insurance policy imposed by the State shall constitute a valid reopener consistent with Section 16.3 and Section 16.5.

ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECK-OFF

Section 13.1.

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

1 Association Representative shall be required to represent all employees within the bargaining unit without
2 regard to membership in the bargaining unit.

3
4 **Section 13.2.**

5 The District and Association shall comply with the provisions of RCW 41.56.110 regarding dues
6 deductions. Written authorizations/revocations received after the District's monthly payroll cutoff date will
7 be processed the following month. The District shall be held harmless by the Association for compliance
8 with this Article.

9
10 **Section 13.3. Presentation of Union Information.**

11 The District shall provide an opportunity for the Association representative to meet with new employees
12 (including substitutes), to provide information about the Association, pursuant to RCW 41.56.037.

13
14 **Section 13.4. Political Actions Deductions.**

15 The District shall, upon receipt of the employee's request and completion of an appropriate written
16 authorization form, allow deductions from an employee's pay and transmit such contributions for political
17 action, monthly via separate check.

18
19 **Section 13.5. Local Dues.**

20 The District shall deduct local Association Chapter dues separately and remit such funds to the local
21 Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

22
23
24
25 **ARTICLE XIV**

26
27 **SALARIES AND TRANSFER OF PREVIOUS EXPERIENCE**

28
29 **Section 14.1.**

30 Salaries for employees subject to this Agreement are contained in Schedule A attached hereto and by
31 this reference incorporated herein.

32
33 **Section 14.2. Salary Placement.**

34 Salary placement will be determined at the time of initial employment. New employees must submit their
35 degree verification for salary placement within ninety (90) days of their hire date. Previously completed
36 college or university credits or in-state clock hours supported by original transcripts shall apply to new
37 employees, provided the credits apply to education or are related to the employee's responsibilities. Credits
38 and clock hours must be received by Human Resources within ninety (90) calendar days of the date of hire
39 to be implemented for that year's salary schedule placement. New employees will be placed on the Salary
40 Schedule appropriate to their training level at the discretion of the Director of Human Resources.

41
42 Beginning September 1, 2023, newly hired employees who have previously been employed by a public
43 school district(s) in the State of Washington shall be given:

- 44
45 1) longevity credit for all years served in a secretarial-clerical position.
46 2) an initial step placement, using the same placement considerations as that of a current Puyallup
47 School District secretarial-clerical employee, in accordance with Schedule A.
48

Such longevity and step placement decisions shall be determined by Human Resources.

In all other circumstances, the District will not hire employees above experience step four (4) on the salary schedule.

Section 14.2.1. Clock Hour/Credit Approval for Existing Employees.

Classes or course work taken by existing employees must be from an accredited organization. Clock hours must be earned from an OSPI approved provider or approved in advance by Human Resources. Classes, clock hours or course work must be bargaining unit related. Credits and clock hours to be used for advancement must be submitted in accordance with the following two (2) schedules:

- Credits and clock hours completed by August 31
 - Must be turned in by September 30
 - Will be effective as of September 1
- Credits and clock hours completed by February 28/29
 - Must be turned in by March 31
 - Will be effective as of March 1

Section 14.2.2. Educational Credits for Advancement on the Salary Schedule.

For existing employees, educational credits earned shall advance the employee on the salary schedule as follows:

- 14 credits = 1 step
- 28 credits = 2 steps
- 42 credits = 3 steps

Colleges on the "quarter" system: 1 quarter credit = 1 credit

Colleges on the "semester" system: 1 semester credit = 1.5 credits

10 clock hours = 1 credit

For example: 1 credit could be earned in job related/career development courses approved by the Professional Development Committee for non-college credit courses for approximately ten (10) class hours.

Section 14.3.

Employees under this Agreement working on a ten (10) month schedule will receive salary in twelve (12) equal payments. Earnings from start of contract to end of contract are calculated by applying the hourly rate times hours per day times days to be worked in the contract. The total is divided by number of payments to be made during the contract period to arrive at the monthly warrant amount. Extra time, overtime, deduct time and adjustments for L & I payments are made one (1) month after occurrence. All leave usage is recorded in this manner. All employees shall be paid through direct bank deposit. Employees shall complete a direct deposit form and submit it to the Payroll Department within the first five (5) days of hire.

Section 14.4.

New employees hired prior to March 1 of each year shall be credited with a year of service for step increase purposes on September 1. The same method will be used to calculate longevity.

1 **Section 14.5.**

2 An Education Point Approved Committee, appointed by the Superintendent, chaired by a central
3 administrator other than the person who denied the original request, and consisting further of a Principal or
4 Program Director and the President of the Association, shall meet on call to review a written appeal from
5 an employee where credit has not been granted for salary purposes. The written appeal must be submitted
6 to the Superintendent within five (5) working days of the denial.

7
8 **Section 14.6.**

9 Bargaining unit members will be paid according to Schedule A.

10
11 **Section 14.7. Reclassification.**

12 Annually in labor management, the parties will review the answers to the 14 job measure questions for
13 positions in levels A and B to ensure the job description is current, and to review any answer changes
14 which may impact the position's total score for level placement. Level A positions will be reviewed in
15 November of every odd year, and Level B positions will be reviewed in November of every even year.
16 If a Level change is substantiated, the pay increase will be made retroactive to September 1.

17
18 **Section 14.8. Correction of Pay Errors.**

19
20 **Underpayments:**

21 The District shall maintain a supplemental payroll for the timely correction of payroll errors which have
22 resulted in underpayment(s) to employees. Payroll errors of underpayment that are brought to the
23 District's attention after the supplemental payroll cutoff date shall be corrected on the next normal
24 payroll cycle.

25
26 **Overpayments:**

27 Following notification to the employee, errors resulting in overpayment(s) shall be corrected on the
28 next month's payroll. If requested by the employee, the Human Resources Department and the
29 employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant.
30 In the event an employee is notified of an overpayment prior to receiving said payment, the employee
31 may either: 1). Reimburse the District immediately via personal check or 2). Authorize the District to
32 deduct the amount of overpayment from the employee's next pay warrant.

33
34 **Section 14.9. Mileage.**

35 Employees working a single position which requires driving between two (2) or more work locations and
36 employees who drive within the course of performing their work responsibilities shall be compensated for
37 mileage between the work locations at the IRS maximum rate. Employees bidding on and accepting two (2)
38 separate assignments shall not be reimbursed for mileage between two (2) separate job sites.

39
40
41
42 **ARTICLE XV**

43
44 **CONVERSION OF ACCUMULATED ILLNESS, INJURY AND EMERGENCY LEAVE**

45
46 **Section 15.1. Non-VEBA Conversion.**

47 Employees may elect an annual conversion of accumulated illness, injury and emergency leave in
48 accordance with number one (1) below. Employee may elect a conversion of illness, injury and emergency

1 leave upon retirement, separation from service or death for monetary compensation in accordance with
2 number two (2) below. The conversion procedures are as follows:

3
4 **1. Annual Conversion of Accumulated Illness, Injury and Emergency Leave.**

5 Any employee who at the end of the immediately previous calendar year shall have accumulated in
6 excess of sixty (60) days of unused illness, injury and emergency leave, may convert unused illness,
7 injury and emergency leave earned the previous year in excess of the said sixty (60) days to
8 monetary compensation at the rate of twenty-five percent (25%) of the employee's current full-time
9 daily rate of compensation for each full day of eligible illness, injury and emergency leave up to
10 twelve (12) days. Any such election shall be made by written notice to Human Resources during
11 the month of January. Any such annual conversion of accumulated illness, injury and emergency
12 leave shall be in accordance with law.

13
14 **2. Conversion of Illness, Injury and Emergency Leave Upon Retirement/Separation from**
15 **Service or Death.**

16 Any employee who shall retire, separate from service or die while employed by the District may
17 elect (personally or by a personal representative, as appropriate) to convert accumulated unused
18 illness, injury and emergency leave days to monetary compensation at the rate of twenty-five
19 percent (25%) of the employee's full-time daily rate of compensation at the time of retirement,
20 separation from service or death for each full day of eligible illness, injury and emergency leave up
21 to a maximum of one hundred eighty (180) days. Any such conversion of illness, injury and
22 emergency leave upon retirement, separation from service or death shall be in accordance with the
23 law, including RCW 28A.400.210 and RCW 28A.400.212.

24
25 **Section 15.2. VEBA Conversion.**

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

29
30
31
32 **ARTICLE XVI**

33
34 **TERM AND SEPARABILITY OF PROVISIONS**

35
36 **Section 16.1.**

37 The term of this Agreement shall be September 1, 2023, through August 31, 2026, and shall not be
38 reopened for any reason except as follows:

- 39
40
 - This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties.
 - This Agreement shall be reopened as necessary to consider the impact of any legislation enacted, which may affect the terms and conditions herein, or create authority to alter personnel practices in public employment.

41
42
43
44
45
46
47

1 **Section 16.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
3 its execution date.
4

5 **Section 16.3.**

6 If any provision of this Agreement, or the application of any such provisions is held invalid, the remainder
7 of this Agreement shall not be affected thereby.
8

9 **Section 16.4.**

10 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
11 State or Federal statutes or regulations promulgated pursuant thereto.
12

13 **Section 16.5.**

14 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
15 such provision shall be renegotiated pursuant to Section 16.1.
16
17
18

19 **ARTICLE XVII**

20 **TRAINING, PROFESSIONAL LEARNING AND STAFF DEVELOPMENT**

21 **Section 17.1. Definitions.**

22 For the purpose of this Section:

23 "Training" shall be defined as instruction given to an employee to enable that employee to operate newly
24 provided equipment or technology to perform new functions added to the job.
25
26

27 "Professional Learning" shall be defined as district-directed learning experiences focused on enhancing and
28 growing this profession in alignment with the District's strategic directions, and to meet the changing needs
29 of our staff, students and community.
30
31

32 "Staff Development" shall be defined as programs of a general nature offered/taken as enrichment, to
33 enhance performance in existing positions, attendance at professional conferences, and offerings provided
34 to raise the general level of awareness of subjects important to most educational office employees
35 regardless of the specific positions held.
36

37 **Section 17.2. Required Training and Professional Learning.**

38 Employees attending training courses required by the District will be paid by the District, at the employee's
39 regular hourly rate of pay for all hours in attendance, plus any fee, tuition, or transportation costs outside of
40 Pierce County.
41

42 **Section 17.2.1. Training Period.**

43 All new hires, transfers and employees issued upgraded new technology shall be provided with an
44 appropriate training period with a qualified person.
45

46 **Section 17.2.2. First Aid and CPR.**

47 The District shall pay the hourly rate for the renewal of first aid and CPR certification to employees
48 whose positions require such certification. Such training time shall count in the accumulation of
49 points on Schedule A. The District agrees to provide an opportunity at no cost for employees to

renew first aid certifications at least once every quarter during each school year, and to accept valid sports medicine certification as an alternative to a first aid card, provided such alternative certification includes a CPR component. One (1) session shall be scheduled on the October State In-Service Day.

Section 17.2.3. Health Room Training.

The District shall provide required annual training by nurses regarding health room procedures and responsibilities for all school-based employees whose position requires support to a school's health room. Employees will be provided additional health room training as specific needs arise.

Section 17.2.4. Professional Learning Day.

Beginning 2024, one (1) eight (8) hour day in August will be designated by the District as a PAEOP professional learning day. The day will be used as follows:

- Employees will be given four (4) hours of time to complete the District's required annual Vector trainings.
- Employees will be given four (4) hours of District-directed professional learning.

Section 17.3. Staff Development Fund.

A Staff Development fund will be available, to be spent as mutually approved on staff development, including the August in-service event. Expenses incurred for training and professional learning as specified in Section 17.1 shall be in addition to (separate from) the funding levels for staff development. The parties will convene a Professional Development Committee to which PAEOP may appoint five (5) members to approve/disapprove class approval requests.

Section 17.3.1.

The Staff Development fund shall be funded at the rate of ninety dollars (\$90) per FTE employee. Such funding shall be guaranteed except in the event of a double levy failure and shall be spent as mutually approved. A transaction detail report showing the utilization of the staff development fund shall be available upon request by the Association President to Human Resources.

Section 17.3.2. Release Time for Staff Development.

Once the Staff Development Committee approves an employee to attend a conference, meeting or other work-related staff development opportunity the employee must also receive approval from their supervisor for any requested release from work. Requests for release time may be denied based on applicability to the employee's position and duties, effect of workload on other employees, availability of substitutes (if needed), scheduling conflicts or other building/department needs. If release time is not granted because the opportunity is not directly related to the employee's position, the employee may request to use vacation or personal leave. If vacation leave is utilized for this purpose, less than full-year employees must submit a copy of their approved request to the Human Resources Department so that their payment for accrued vacation can be adjusted.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUYALLUP PAEOP CHAPTER #608

BY: Rosemary Harrison
Rosemary Harrison, Chapter President

DATE: 6/10/24

PUYALLUP SCHOOL DISTRICT #3

BY: Amie Brandmire
Amie Brandmire, Assistant Superintendent of HR

DATE: 6/3/24

Puyallup School District		Hourly Rate						
PAEOP Salary Schedule	LEVEL	0	1	2	3	4	5	6
(2023-2024)								
Office Clerk	A	23.21225	23.91034	24.62670	25.36499	26.12520	26.90735	27.98254
	degree	23.81577	24.53201	25.26699	26.02448	26.80446	27.60694	28.71009
Office Professional Receptionist	B	26.19830	26.98410	27.79184	28.62515	29.48405	30.36854	31.58244
	degree	26.87946	27.68569	28.51443	29.36940	30.25064	31.15812	32.40358
Administrative Assistant Bookkeeper Coordinator Office Manager Specialist	C	30.31372	31.22379	32.15944	33.12433	34.11846	35.14183	36.54897
	degree	31.10188	32.03561	32.99559	33.98556	35.00554	36.05552	37.49924
Education (only the highest factor will be acknowledged): ○ Journeyman Certificate is worth a 1.018 factor ○ AA Degree is worth a 1.026 factor ○ BA Degree is worth a 1.026 factor								
Longevity: Employees with 10, 15, 20, 25 and 30 years of service, per Section 14.4, shall receive longevity pay.								
Longevity Increment (rates are not compounded): 10 years = \$0.50 15 years = \$0.75 20 years = \$1.00 25 years = \$1.25 30 years = \$1.50								
Substitute Rate of Pay: Substitutes shall be compensated at an hourly rate of 93% of Level A, Step 0. Substitutes are not eligible for any other benefits/compensation. "Internal Substitutes" (employees who currently hold a part-time, regular PAEOP position), shall either be compensated at their regular rate of pay, or compensated at Level A, Step 0 for all substitute work, as defined in Section 5.9.								
Salary Placement Upon Reclassification and Promotion: Placement of Office Personnel when they move to a different level on the salary schedule is calculated as follows: Calculation: Multiply the current hourly base by 3.5% per level and place them at the closest step without going under the calculated amount, then apply degree percentage, if appropriate. For each year of service, you will be moved up one (1) step and educational credits* earned will advance you on the schedule as follows: •14 credits = 1 step •28 credits = 2 steps •42 credits = 3 steps <i>*Example:</i> Colleges on the "quarter" system: 1 quarter credit = 1 credit Colleges on the "semester" system: 1 semester credit = 1.5 credits 10 clock hours = 1 credit 1 point could be earned in job related/career development courses approved by the Professional Development Committee for non-college credit courses for approximately ten (10) class hours.								
Professional Standards Program: An employee possessing certificates with the National Association of Educational Office Personnel, Professional Standards Program, shall receive the following additional per month (amounts are not compounded): Basic								

OFFICE PROFESSIONALS (PAEOP) EVALUATION

Puyallup School District

Name: Last, First, M.I.	School or Department	Job Title
-------------------------	----------------------	-----------

Period of Report:	Date from: _____	Date to: _____	School Year: _____
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Evaluation Type: ☐ Annual ☐ New Hire ☐ Other

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

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

☐ Work needs close & regular supervision. Rarely able to work independently. Cannot be depended on to complete work.	☐ Sometimes able to work independently, but work needs more than minimal supervision. More than occasionally, work not done on time.	☐ Consistently dependable. Performs all duties with minimal supervision. Work completed on time consistently.	☐ Highly dependable. Attends to every detail without supervision. All work completed on time.
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COMMENTS:

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

☐ Has difficulty making adjustments to different conditions.	☐ Sometimes has difficulty making adjustments to different conditions.	☐ Accepts new or different conditions; adjusts quickly, cooperative.	☐ Highly flexible; can be used effectively in different conditions.
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COMMENTS:

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

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

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

☐ Frequently absent or late. Not dependable.	☐ Attendance, punctuality, and/or dependability could improve.	☐ Displays good habits; on time and at work. Dependable.
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COMMENTS:

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

☐ Disorganization severely affects job function.

☐ Disorganization sometimes hampers job function.

☐ Keeps work organized; carries out duties effectively and efficiently.

☐ Extremely organized; enhances job function

COMMENTS:

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

☐ Use of inappropriate communication skills seriously affects job function. Does not communicate in a clear and understandable manner orally or in writing.

☐ Occasional use of inappropriate communication skills hampers job function. Does not communicate in a clear and understandable manner orally or in writing.

☐ Consistently uses appropriate communication skills. Generally communicates in a clear and understandable manner both orally and in writing.

☐ Exceptional use of communication skills enhances job function. Communicates in a clear and understandable manner both orally and in writing.

COMMENTS:

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

☐ Produces at unacceptable level of work.

☐ Produces below what can and should be done.

☐ Produces at expected level.

☐ Produces above level. Extremely high output.

COMMENTS:

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

☐ Many errors and assignments not complete.

☐ Some errors and some assignments not complete.

☐ Work is thorough; accurate and complete.

☐ Work is exceptionally accurate and complete.

COMMENTS:

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

☐ Very resistant to change and defensive when suggestions provided.

☐ Occasionally resistant to change and does not listen when suggestions for improvement are made.

☐ Strives for improvement on a regular basis. Generally open to suggestions for improvement.

☐ Exceptional efforts at self-improvement. Seeks suggestions for improvement & discusses suggestions openly when they are made.

COMMENTS:

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

☐ Lacks considerable understanding of the principles, concepts, and requirements of the job.

☐ Lacks some understanding of the principles, concepts, and requirements of the job.

☐ Generally understands the principles, concepts, and requirements of the job.

☐ Thoroughly understands the principles, concepts, and requirements of the job.

COMMENTS:

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

☐ Frequently fails to make an effort to meet customer needs. Often does not treat customers with courtesy & respect.

☐ Occasionally does not practice appropriate customer service skills. Occasionally does not treat customers with courtesy & respect.

☐ Meets expectations of customers on regular basis. Usually treats customers with courtesy & respect.

☐ Actively seeks to understand and satisfy customer needs. Consistently treats customers with courtesy & respect.

COMMENTS:

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

☐ Exhibits unwillingness to work effectively in a team setting.

☐ Sometimes has difficulty participating as a team member.

☐ Works cooperatively with all team members.

☐ Seeks opportunities to collaborate with others as well as working collaboratively with others.

COMMENTS:

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

☐ Fails to comply with policies and/or building standards.

☐ Sometimes has difficulty complying with policies and/or building standards.

☐ Consistently adheres to all policies and building standards.

☐ Promotes expectations and standards.

COMMENTS:

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

☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Above Expectations

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

OVERALL RATING DEFINITIONS *The general evaluative criteria are not equally weighted; over-all ratings may be negatively impacted by performance that is below criteria in a single area if key aspects of work for the particular position are adversely affected.*

- **ABOVE EXPECTATIONS:** *Performance exceeds the criteria or standards of performance for practically all aspects of the work. Employee performs even the difficult and complex parts of the job competently and thoroughly, including extra or unique tasks assigned. Results show achievements of extremely high value.*
- **MEETS EXPECTATIONS:** *Performance meets the criteria or standards of performance of the job.*
- **NEEDS IMPROVEMENT:** *Performance meets the criteria or standards of performance for some aspects of the work. However, job objectives are often not met and are generally below expectations or are met with only a minimum level of acceptability. Performance improvement is indicated.*
- **UNSATISFACTORY:** *Performance is below the criteria or standards of performance for key aspects of the work. Attainment of primary work objectives has not been met. Improvement is mandatory.*

AREAS OF FOCUS / CONCERNS *This section is to be completed when the evaluator has rated the employee "needs improvement" or "unsatisfactory" on the overall annual performance rating.*

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

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

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

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Evaluator Printed Name _____

Employee statement attached ☐ Yes ☐ No

Puyallup School District 2024-25 PAEOP Salary Schedule	Hourly Rate								Longevity				
	LEVEL	1	2	3	4	5	6	7	10	15	20	25	30
Office Clerk	A	24.79510	25.53789	26.30367	27.09198	27.90309	28.74011	29.60226	30.10226	30.35226	30.60226	30.85226	31.10226
	degree	25.43977	26.20188	26.98757	27.79637	28.62857	29.48735	30.37192	30.87192	31.12192	31.37192	31.62192	31.87192
Office Professional	B	27.98251	28.82014	29.68461	30.57498	31.49242	32.43730	33.41002	33.91002	34.16002	34.41002	34.66002	34.91002
Receptionist	degree	28.71006	29.56946	30.45641	31.36993	32.31122	33.28067	34.27868	34.77868	35.02868	35.27868	35.52868	35.77868
Administrative Assistant	C	32.37931	33.34932	34.34988	35.38137	36.44301	37.53519	38.66140	39.16140	39.41140	39.66140	39.91140	40.16140
Bookkeeper	degree	33.22117	34.21640	35.24298	36.30129	37.39053	38.51110	39.66660	40.16660	40.41660	40.66660	40.91660	41.16660
Coordinator													
Office Manager													
Specialist													
Education:													
• Journeyman Certificate is worth a 1.018 factor													
• AA Degree is worth a 1.026 factor													
• BA Degree is worth a 1.026 factor													
Only the highest factor will be acknowledged.													
Substitute Rate of Pay:													
Substitutes shall be compensated at an hourly rate of 93% of Level A, Step 1. Substitutes are not eligible for any other benefits/compensation. "Internal Substitutes" (employees who currently hold a part-time, regular PAEOP position), shall either be compensated at their regular rate of pay, or compensated at Level A, Step 1 for all substitute work, as defined in Section 5.9.													
Salary Placement Upon Reclassification and Promotion:													
Placement of office personnel when they move to a different level on the salary schedule.													
Calculation:													
Multiply the current hourly base by 3.5% per level and place them at the closest step without going under the calculated amount, then apply degree percentage if appropriate.													
For each year of service you will be moved up one step and educational credits* earned will advance you on the schedule as follows:													
•14 credits = 1 step •28 credits = 2 steps •42 credits = 3 steps													
*Examples:													
Colleges on the "quarter" system: 1 quarter credit = 1 credit													
Colleges on the "semester" system: 1 semester credit = 1.5 credits													
10 clock hours = 1 credit													
1 point could be earned in job related/career development courses approved by the Professional Development Committee for non-college credit courses for approximately ten (10) class hours.													
Professional Standards Program:													
An employee possessing certificates with the National Association of Educational Office Personnel, Professional Standards Program, shall receive the following additional per month (amounts are not compounded):													
Basic	20.00												
Associate Professional	26.00												
Advanced I	34.00												
Advanced II	40.00												
Advanced III	46.00												
Bachelors	52.00	(No employee may qualify for this premium after 01/01/91)											
CEO	80.00												
CEO Recertification	100.00												

Longevity:

Employees with 10, 15, 20, 25 and 30 years of service shall receive longevity pay in the following increments, conditioned on the following:

- a. Employees with ten (10) years of service to the District in an office professional position (sequential or not) shall receive \$0.50 per hour in addition to their hourly rate.
- b. Employees with fifteen (15) years of service to the District in an office professional position (sequential or not) shall receive \$0.75 per hour in addition to their hourly rate (not compounded).
- c. Employees with twenty (20) years of service to the District in an office professional position (sequential or not) shall receive \$1.00 per hour in addition to their hourly rate (not compounded).
- d. Employees with twenty-five (25) years of service to the District in an office professional position (sequential or not) shall receive \$1.25 per hour in addition to their hourly rate (not compounded).
- e. Employees with thirty (30) years of service to the District in an office professional position (sequential or not) shall receive \$1.50 per hour in addition to their hourly rate (not compounded).

Work Days	Start of Work Year	End of Work Year	Other Non-Work Days
194	1 day before first day of school	3 days after last day of school	
197	5 days before first day of school	1 day after last day of school	
206	10 days before first day of school	5 days after last day of school	
211	10 days before first day of school	10 days after last day of school	
216	15 days before first day of school	10 days after last day of school	3 scheduled days throughout year
220	September 1st	August 31st	4 weeks off in July, 1 week off in Aug
240	September 1st	August 31st	3 weeks off in July
260	September 1st	August 31st	

Note: The chart above is a guide used by Human Resources to create employee work calendars. The total number of paid days listed includes a combination of paid work days and paid holidays. Actual work calendars will be developed annually by Human Resources in alignment with Article 6 (Holidays), the School Board approved student calendar, and the needs of the school/department both before and after the school year.

2025-26: Salary inflationary increase per RCW 28A.400.205

Revised 08.07.24