

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUYALLUP SCHOOL DISTRICT # 3

AND

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

SEPTEMBER 1, 2020 - AUGUST 31, 2023



Public School Employees of Washington / SEIU Local 1948

P.O. Box 798 Auburn, WA 98071-0798

866.820.5652

www.pseclassified.org

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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 Personnel, 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 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 negotiators(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.
5

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
14 administrator at each school will review any workload impacts caused from supporting the health room, per
15 Article 5.
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19 **ARTICLE II**

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

24 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
25 in management officials of the District. Included in these rights in accordance with applicable laws and
26 regulations are the right to direct the work force, the right to hire, promote, retain, transfer, and assign
27 employees in positions; the right to suspend, discharge, demote, or to take other disciplinary action against
28 employees; and the right to release employees from duties because of lack of work or
29 other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation
30 by determining the methods, the means and the personnel by which such operation is
31 conducted.
32

33 **Section 2.2.**

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

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

46 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
47 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
48



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.

4
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
8 because of a physical handicap with respect to a position, the duties of which may be performed efficiently
9 by an individual without danger to the health or safety of the physically handicapped person or others.

10
11 **Section 3.4.**

12 Employees subject to this Agreement have the right to have Association representatives or other persons
13 present at formal discipline or grievance discussions between themselves and supervisors or
14 other representatives of the District.

15
16 **Section 3.5. Personnel Files.**

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

22
23 **Section 3.5.1.**

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

29
30 **Section 3.6. Vehicle Damage.**

31 Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance
32 policy. When an employee's vehicle is damaged in a school setting by vandalism or is accidentally
33 damaged by a student, the District will reimburse the amount of the deductible to a maximum of
34 \$1,000, or to the highest maximum allowed to employees in any other bargaining group, provided that
35 the employee can provide written verification that they have filed a report with the appropriate law
36 enforcement agency. Acts of damage to an employee's vehicle by the District will be fully covered by
37 the District.

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40 **ARTICLE IV**

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42 **RIGHTS OF THE ASSOCIATION**

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44 **Section 4.1.**

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



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

3 The names, work assignments, work locations, seniority date, hire date, hours per day per assignment,
4 calendar title, level, step and hourly rate of pay of employees covered by this Agreement shall be
5 provided to the President of the Association monthly, after the completion of final payroll.
6

7 **Section 4.3. Release Time.**

8 The Association President or designee may be authorized to use release time to transact Association
9 business under the following conditions:
10

- 11 1. One week's notice shall be required of all such requests (which will be made to the President's
12 supervisor).
- 13 2. Approval of the President's supervisor is required.
- 14 3. A maximum of ten (10) days per year will be permitted.
- 15 4. The Association will reimburse the District for the actual cost of the substitute employee during the
16 period of absence.
- 17 5. Supervisory approval will not be unreasonably withheld.
18

19 This section does not apply to meetings at which the District requires PAEOP members, as such
20 meetings do not constitute Association business.
21

22 **4.3.1. Flex Time.**

23 Where appropriate, the President may flex his/her time by coming in early and/or staying late in
24 order to make up time not worked due to Association business. Such work must be made up as
25 agreed by the Supervisor and employee, but no later than within the pay period. Appropriateness
26 will be determined by the supervisor, but flex time will not be unreasonably withheld.
27

28 **Section 4.4. District Calendar.**

29 If a District Calendar Committee is created, the District will invite the Association President or his/her
30 designee to be a member. If some other method is used to determine the District calendar, the Association
31 will be included in the process.
32

33 **Section 4.5. Labor Management Meetings.**

34 As it is of mutual interest between the Association and District to promote systemic and effective
35 employee-management cooperation, a labor management team involving bargaining unit and District
36 members will schedule monthly meetings to discuss mutually acceptable issues involving both labor and
37 management. There shall be no loss of compensation as a result of PAEOP participation.
38
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41 **ARTICLE V**

42 **HOURS OF WORK AND OVERTIME**

43
44 **Section 5.1. Work Days.**

45 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
46 followed by two (2) days of rest (Saturday and Sunday) except for those employees designated by the
47
48

1 District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5)
2 consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday
3 in that order.

4
5 **Section 5.2. Work Shifts.**

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

9
10 **Section 5.2.1. Lunch and Rest Breaks.**

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

20
21 **Section 5.3. Overtime.**

22 All hours paid which totals more than forty (40) hours per week (Monday morning at 12:00 a.m. through
23 Sunday night at 11:59 p.m.) shall be paid at the rate of one and one-half (1-1/2) times the employee's base
24 hourly rate. However, at the request of the employee who is required to work overtime, overtime
25 compensation may be given in the form of compensatory time at the rate of time-and-one-half, as opposed
26 to payment at that rate. Employees may accumulate a maximum of forty (40) hours of compensatory time.
27 Compensatory time may be used only as scheduled by mutual agreement between the employee and the
28 District. Compensatory time accumulated may not carry into a succeeding fiscal year; therefore,
29 compensatory time accumulation shown in August of any year will be paid for in the September payroll,
30 and therefore exhausted.

31
32 **Section 5.4. Work Year for Full Year Employees.**

33 The work calendar for a full year employee is 260 regular days. In school years (September 1 through
34 August 31) when 261 regular days are available, the 261st day shall be designated as an unpaid, non-
35 work day, and such day shall occur on the Thursday of Spring Break.

36
37 In school years when 262 regular days are available, the Association shall receive in writing, prior
38 notification from the District of which day the District intends to designate as the 262nd day. This is an
39 unpaid, non-work day.

40
41 **Section 5.5. Temporary Assignment in a Higher Classification.**

42 When a regular employee is authorized by their supervising administrator to temporarily fill in for the
43 position of a higher classification employee in their building or department for four (4) hours or longer
44 on a single work day, the employee so assigned will be compensated at the higher rate of pay. Such
45 temporary assignments may not exceed two (2) weeks, unless an extension is approved by Human
46 Resources. If during the period of this temporary assignment a holiday occurs, the employee so assigned
47 will receive the higher rate of pay for the holiday, provided that the employee works the scheduled day
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1 before and the scheduled day after the holiday at the higher classified position. However, if during the
2 period of the temporary assignment the employee takes leaves or vacation days, such leaves or vacation
3 days will be compensated at the employee's regular lower rate of pay.

4
5 **Section 5.6. Substitute Coverage.**

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

8
9 **Section 5.7. Involuntary Reduction in Hours.**

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

14
15 **Section 5.8. Inclement Weather.**

16 Any employee who is late in reporting to work because of weather conditions that have necessitated the
17 closing or delay of school for that day shall be allowed the opportunity to make up the time missed if the
18 make-up takes place within the same calendar work week. So long as the forty (40) hour work week is not
19 exceeded, employees who work less than eight hours per day make up the time missed within a period of
20 twenty (20) school days, while eight (8) hour part-time employees working less than a full year may make
21 up the time at the end of the school year.

22
23 In the event of early dismissal because of weather conditions, office personnel at school locations will be
24 allowed to go after the students have been dismissed without loss of pay, except where the employee is
25 required to remain on duty with his/her supervisor. Office personnel employed at non-school locations will
26 be released after the last school has dismissed, except where the employee is required to remain on duty
27 with his/her supervisor.

28
29 **Section 5.9. Regular Employees Working as Substitutes.**

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

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- 35 1. If a regular employee accepts a substitute assignment caused by the absence of another employee in
36 their building or department, such employee will be compensated at his/her regular rate of pay
37 rather than the internal substitute rate of pay, unless such assignment meets the criteria defined in
38 Section 5.5, Temporary Assignment in a Higher Classification.
 - 39 2. If a regular employee accepts a substitute assignment in another building or department in which
40 they do not hold a current PAEOP assignment, such employee will be compensated at the "internal
41 substitute rate," (Level A, Step 0) per schedule A, unless an agreement has been reached in advance
42 between the employee and the supervisor assigning the work to pay the employee his/her regular
43 rate of pay.

44 **Section 5.10. Summer Extra Work.**

45 Annually by June 30, the union will notify the District of the names and best contact information for part-
46 year employees who wish to be considered for extra work opportunities during summer break.

47 Compensation for all summer work shall be consistent with Article 5.9. Nothing in this section shall require
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1 the District to pay mileage or travel time for such assignments, and nothing in this section shall
2 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.

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

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|----|-----------------------------|--------------------------------|
| 17 | 1. Labor Day | 7. Day before New Year's Day |
| 18 | 2. Veterans' Day | 8. New Year's Day |
| 19 | 3. Thanksgiving Day | 9. Martin Luther King, Jr. Day |
| 20 | 4. Day after Thanksgiving | 10. President's Day |
| 21 | 5. Day before Christmas Day | 11. Friday of Spring Vacation |
| 22 | 6. Christmas Day | 12. Memorial Day |
| 23 | | 13. Independence Day |

Section 6.2. Holidays for Less Than Full Year Employees.

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

- | | | |
|----|---------------------------|--------------------------------|
| 31 | 1. Veterans' Day | 6. New Year's Day |
| 32 | 2. Thanksgiving Day | 7. Martin Luther King, Jr. Day |
| 33 | 3. Day after Thanksgiving | 8. President's Day |
| 34 | 4. Day before Christmas | 9. Friday of Spring Vacation |
| 35 | 5. Christmas Day | 10. Memorial Day |

Section 6.2.1.

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

Section 6.3.

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

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ARTICLE VII

LEAVES

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.

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 his/her daily or weekly work schedule. In the absence of such arrangement, the employee may use his/her 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 a 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.

1 **Section 7.1.4.1.**

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

8
9 **Section 7.1.4.2.**

- 10 a. Upon expiration of a temporary disability leave of twelve (12) work weeks or less,
11 the employee shall be assigned to the same position, or an equivalent position,
12 occupied before the leave unless such position(s) was eliminated because of a
13 reduction of state and/or federal funding which became effective during the period
14 of the leave. In such case, the employee shall be reinstated to the first available
15 opening, in which duties are substantially equivalent to the position held prior to the
16 leave.
- 17
- 18 b. Upon expiration of a temporary disability leave of over twelve (12) work weeks, the
19 District cannot assure the employee of assignment to the same position held prior to
20 the leave as there is no certainty of a vacancy to make room for the employee when
21 returning. However, the District will attempt to reassign the employee to the
22 position held prior to the leave. In any event, the employee shall be reinstated to the
23 first available opening within six (6) months of the employees return from disability
24 leave in which duties are substantially equivalent to the position held prior to the
25 leave.

26
27 **Section 7.1.4.3.**

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

32
33 **Section 7.1.5. Leave for Job-Related Injury/Illness.**

34 Any employee shall be entitled to a leave of absence due to injuries and/or illness incurred on
35 the job which have caused him/her to exhaust sick leave. Such leaves shall be available for a
36 period of up to one (1) year so long as a medical doctor certifies that the employee is unable to
37 return to work because of the work-related injury/illness. Leaves granted under this section
38 shall not be combined with Temporary Disability Leaves referenced in section 7.1.4.

39
40 **Section 7.1.5.1.**

41 The District will attempt to reassign the employee to the original position or one that is
42 comparable to the same job he or she held at the time of the job-related injury/illness.

43
44 **Section 7.2. Leave Due to Pregnancy/Maternity Disability.**

45 An employee may use accumulated, paid sick leave for the period of actual disability attributable to
46 pregnancy or childbirth as verified in writing by the employee's physician.

47 If the employee's accumulated sick leave is exhausted during the period of maternity disability, the
48

1 District shall grant a leave of absence without pay or fringe benefits. Upon the employee's request,
2 she may self-pay both the employee and employer portion of available fringe benefit premiums for the
3 remainder of the period of actual disability due to pregnancy or childbirth.

4
5 **Notice Required.** A pregnant employee is requested to notify her immediate supervisor and the
6 Human Resources Department by the beginning of the sixth month of pregnancy.

7
8 At the time of such notice, the employee shall submit a written request to her immediate supervisor and
9 the Human Resources Department. The notice to the District shall include the approximate beginning and
10 ending dates for the leave, and may be for one or more of the following:

- 11
12 A. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
13 B. Unpaid Family and Medical leave (FMLA) for a period of up to twelve (12) weeks, in addition to
14 any period of maternity disability leave if eligible as per section 7.2.1. and 7.5. The District will
15 extend the employee's health benefit during this period of unpaid FMLA leave;
16 C. Child Rearing Leave as described in Section 7.3.5.; or
17 D. Termination of employment by resignation.

18
19 **Employment Conditions.** A pregnant employee may continue working through the duration of her
20 pregnancy unless her physician or licensed practitioner indicates in writing that she is unable to
21 perform part of or all of the duties of her position.

22
23 The employee may return to work when physically able to perform her duties as certified by her
24 personal physician or licensed practitioner.

25
26 No later than thirty (30) days after the date of birth, the employee is requested to notify the Human
27 Resources Department of the specific date when she shall return to work. Unless the Human
28 Resources Department approves an earlier date of return, the employee shall give at least fourteen (14)
29 days of advance notice of the actual date of return. An employee who has taken a leave of absence only
30 for the actual period of disability relating to pregnancy or childbirth and/or up to twelve (12) weeks of
31 family leave (if eligible) shall return to the same assignment, or a similar position for which she is
32 qualified with at least the same pay and benefits, as she held prior to the maternity leave. The employee
33 shall return to her duties following leave due to pregnancy disability on the date
34 approved by the Human Resources Department. If the employee is still experiencing a disability due
35 to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from
36 performing her duties on the scheduled date of return, an additional period of unpaid Temporary
37 Disability leave of absence, as per section 7.1.4., may be approved at the discretion of the Human
38 Resources Department based upon consideration of educational program needs and the
39 recommendation of the employee's personal physician or licensed practitioner.

40
41 **Section 7.2.1. Using Family and Medical Leave (FMLA) to Care for a Newborn Child.**

42 All eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for their
43 newborn child in accordance with section 7.5. All the provisions of the Family and Medical
44 Leave Act shall be extended to employees who have worked at least twelve hundred and fifty
45 (1250) hours in the preceding twelve (12) months and who meet all other FMLA eligibility
46 requirements; provided, however, that individuals replacing employees on FMLA leave will
47 not be eligible for insurance benefits.

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

2
3 **Section 7.3.1. Parental Leave.**

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

6
7 **Section 7.3.2. Adoption Leave.**

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

11
12 **Section 7.3.3. Custody Leave.**

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

15
16 **Section 7.3.4. Using Family and Medical Leave (FMLA) to Care for an Adopted Child.**

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

23
24 **Section 7.3.5. Child Rearing Leave.**

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

37
38 **Section 7.4. Leave Due to a Family Member's Illness.**

39
40 **Section 7.4.1. Using Illness, Injury & Emergency Leave to Care for an Ill Family Member.**

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

46
47 **Section 7.4.2. Using Family and Medical Leave (FMLA) to Care for an Ill Family Member.**

48 Eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for an ill



1 family member in accordance with section 7.5. All the provisions of the Family and Medical
2 Leave Act shall be extended to employees who have worked at least twelve hundred and fifty
3 (1250) hours in the preceding twelve (12) months and who meet all other FMLA eligibility
4 requirements; provided, however, that individuals replacing employees on FMLA leave will
5 not be eligible for insurance benefits.
6

7 **Section 7.5. Family and Medical Leave Act (FMLA) and Paid Family Medical Leave (PFMLA).**

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

- 13 A. To care for a newborn or adopted child of the employee who is under the age of eighteen (18)
14 at the time of placement for adoption, or a newly-placed foster child (section 7.2.1.); or
- 15 B. To care for a spouse, parent or child of the employee who has a serious health condition
16 (section 7.4.2.); or
- 17 C. For a personal health condition if it renders the employee unable to perform his or her job
18 (section 7.1.2.).
19

20 Leave taken for newborn or adopted child care shall be completed within one (1) year after the date of
21 birth or placement for adoption. Family Leave authorized under this policy must be taken full-time
22 and consecutively unless an alternative schedule is approved by the Human Resources Department or
23 where intermittent or reduced leave is medically necessary.
24

25 The District will continue to pay its portion of the employee's medical and dental benefit during
26 approved FMLA leave.
27

28 A period of Family Leave is in addition to any sick leave taken due to the employee's temporary
29 disability attributable to pregnancy or childbirth.
30

31 If both parents of a newborn or newly-adopted child are employed by the school district, they shall be
32 entitled to a total of twelve (12) work weeks of Family Leave during any twelve (12) month period,
33 and leave shall be granted to only one parent at a time. There is no pooling in effect for spouses if the
34 Family Leave is related to a serious health condition.
35

36 The Human Resources Department will require written verification from the employee's health care
37 provider.
38

39 The District may obtain the opinion of a second health care provider, at District expense, concerning
40 any information pertinent to the employee's leave request. If the opinions of the health care providers
41 differ on any matter determinative of the employee's eligibility for Family Leave, the two health care
42 providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be
43 conclusive.
44

45 **Return to Work.** Any employee returning from an authorized Family and Medical Leave within twelve
46 (12) work weeks, shall be entitled to the same position held by the employee when the leave commenced,
47 or to a position with equivalent benefits and pay.
48

1 Reinstatement of an employee returning from Family and Medical Leave need not occur if: (a) the specific
2 job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of
3 work, (b) an employee on leave takes a position with another employer outside the home, or (c) the
4 employee fails to provide the required notice of intent to take leave or fails to return on the established
5 ending date of leave. If an employee fails to return from leave, the District may recover the costs of the
6 employee's health benefits paid during the leave.

7
8 **Section 7.5.1. Paid Family Medical Leave (PFMLA).**

9 Both parties will comply with all parameters of the PFML per Title 192 WAC. The District will pay
10 its share of the premiums and employees will pay their share of the premiums, per WAC 192-510.

11
12 **Section 7.6. Leave Sharing.**

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

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

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

43
44 The Director of Human Resources shall determine the amount of leave, if any, which an
45 employee may receive under this policy. Normally an employee shall not receive more leave
46 than the number of contracted days remaining in the current school year. However, in the event
47 that the condition requiring the employee's absence continues beyond the current school year,
48

1 the employee shall not receive a total of more than five hundred and twenty-two (522) days of
2 shared leave, in accordance with RCW 41.04.665.

3
4 An employee who does not accrue annual leave but who has an accrued sick leave balance of
5 more than twenty-two (22) days may request that a specified amount of sick leave be transferred to
6 another employee authorized to receive such leave. An employee may request to transfer any
7 number of sick leave days during any school year and may not request a transfer that would result in
8 an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave, as defined in RCW
9 41.04.665, means leaves for illness, injury and emergencies of extraordinary or severe nature.

10
11 The number of leave days transferred shall not exceed the amount authorized by the donating
12 employee.

13
14 **Section 7.6.2. Donating Shared Leave.**

15 The donation of leave is totally voluntary. No employee shall be coerced, threatened,
16 intimidated or financially induced into donating leave. Sick leave, as defined in RCW
17 28A.400.380, means leaves for illness, injury and emergencies of extraordinary or severe nature.

18
19 An Employee may transfer annual leave (vacation) and sick leave as follows:

- 20 1. An employee who has an accrued vacation leave balance of more than ten (10) days
21 may request that a specified amount of accrued vacation leave be transferred to another
22 employee authorized to receive such leave. In no event may the employee request a
23 transfer of an amount of leave that would result in his/her vacation leave account
24 dropping below ten (10) days.
- 25 2. An employee may transfer a specified amount of sick leave only if he/she retains a
26 minimum of twenty-two (22) days of sick leave after the transfer.

27
28 Leave transferred is based upon the current salary rate of the person receiving the leave. The
29 receiving employee will continue to be paid his/her regular rate while on shared leave. For
30 example, if an employee earning \$15.00 an hour donates one day of leave to someone earning
31 \$7.50 an hour, the recipient would get two days of sick leave. However, if the \$7.50 an hour
32 employee donates one day to the \$15.00 an hour employee, the higher-paid employee would
33 receive one-half day of leave.

34
35 The value of any leave transferred under this policy which remains unused shall be returned at
36 its original value to the employee who donated the leave.

37
38 **Section 7.7. Other Leaves.**

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

42
43 **Section 7.7.1. Bereavement Leave.**

44 Bereavement leave to a maximum of five (5) days with pay per occurrence may be taken in the
45 event of the death of the employee's mother, father, sister, brother, husband, wife, domestic
46 partner, or child. A maximum of three (3) days with pay per occurrence may be taken in the
47 event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law,

1 step-relative, grandparent, grandchild, foster child, niece, or nephew if employee is legal guardian,
2 or other person residing in the household of the employee. Employees may be granted an additional
3 two (2) days with pay for extended travel. Such leave is non-cumulative and shall not be deducted
4 from sick leave.

5
6 **Section 7.7.1.1. Extended Bereavement Leave.**

7 Refer to Temporary Disability Leave, Section 7.1.4.

8
9 **Section 7.7.1.2. Bereavement Leave for Individual of Personal Significance.**

10 For the death of any individual of personal significance to the employee not listed
11 above, the employee may use up to three (3) days of personal leave (or emergency
12 leave if the employee does not have available personal leave), to attend a
13 funeral/memorial service.

14
15 **Section 7.7.2. Judicial Leave.**

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

20
21 **Section 7.7.3. Non-Medical Leaves of Absence.**

22 Upon approval by the Director of Human Resources, an employee may be granted a non-medical
23 leave of absence without pay for a period not to exceed one (1) year. Such leave requests shall be
24 considered after a minimum of two (2) years of employment. Leaves greater than 3 months shall
25 also require approval from the Board of Directors. Leave for Child Rearing is defined in Section
26 7.3.5.

27
28 The District will attempt to reassign the employee to the position held prior to the non-medical
29 leave of absence. In any event, the employee shall be reinstated to the first available opening
30 within twelve (12) months of the employee's return to work where duties are substantially
31 equivalent to the position held prior to the leave.

32
33 Any employee on a non-FMLA leave of absence may continue on District-approved insurance
34 plans at their own expense; provided that they comply with the same payment schedule, rules
35 and procedures applied to COBRA participants.

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

41
42 **Section 7.7.4. Medical Leave of Absence for Employees Who Have Exhausted Their FMLA**
43 **Entitlement.**

44 Upon completion of an employee's FMLA entitlement (section 7.5), any employee who has
45 completed the probationary period may be entitled to a leave of absence not to exceed one (1)
46 year in cases where extended illness or injury is verified by a physician's statement. Such leave
47 shall include all sick leave, pregnancy disability leave and FMLA leave already taken.

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

8
9 The District will attempt to reassign the returning employee to the position held prior to the
10 medical leave. In any event, the employee shall be reinstated to the first available opening
11 within twelve (12) months of the employee's return to work where duties are substantially
12 equivalent to the position held prior to the leave.

13
14 The employee will retain accrued illness, injury and emergency leave, vested vacation rights,
15 and seniority rights while on this medical leave of absence. However, vacation credits,
16 seniority and illness, injury and emergency leave shall not accrue while the employee is on this
17 medical leave of absence.

18
19 **Section 7.7.5. Medical Leave of Absence for employees who are not eligible for FMLA.**

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

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

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

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

41
42 **Section 7.7.6. Personal Leave.**

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

1 Personal leave for school-based employees shall not be used on the following “blocked” days:
2 the ten (10) working days prior to the first day of school, snow make-up days, or during the
3 first or last five (5) days of school. Part time employees and employees hired after the first day
4 of school shall receive personal leave pro-rated based on their FTE and total work days. An
5 employee may request special consideration from the Director of Human Resources for
6 personal leave to be granted during the blocked days for personally compelling reasons.
7

8 The District shall grant personal leave unless such requests singularly or collectively would
9 disrupt the normal operations or activities of the District. Employees may request personal
10 leave days as early as one year in advance, but must have the requested number of personal
11 leave days available at the time the leave is to be taken.
12

13 A maximum of four (4) personal leave days may be carried into the following school year, to a
14 maximum accumulation of ten (10) days at any time. A maximum of five (5) days, excluding those
15 used for family illness or bereavement days, may be used in any one (1) year, unless additional use
16 is approved in advance of use by the Director of Human Resources.
17

18 **Section 7.7.7. Leave Exhaustion/Leave Without Pay.**

19 Paid leaves must normally be exhausted before leave without pay will be considered. Leave
20 without pay will be granted, if at all, solely at the employer’s discretion to the extent that the
21 law provides.
22
23
24

25 **ARTICLE VIII**

26 **VACATIONS**
27
28

29 **Section 8.1.**

30 Employees shall earn vacation credit on a prorated monthly accrual basis. Employees hired prior to
31 March 1 shall be credited with a year of service for vacation purposes on September 1.
32

33 **Section 8.2. Vacation for Employees Who Work 260 Days.**

34 During the first year of service, employees who work 260 days shall accrue monthly vacation hours
35 based on eleven (11) days. Thereafter, each employee shall receive one (1) additional day of vacation
36 accrual for each year of work completed to a maximum of twenty-four (24) days.
37
38
39
40
41
42
43
44
45
46
47
48

260 DAY EMPLOYEES

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 8.2.1.

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 8.2.2. 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 months, ending December 31.

Section 8.3. Vacation for Employees Who Work Less Than 260 Days.

Upon completion of the first year of service, employees who work less than 260 days shall receive ten (10) days of paid vacation, prorated. Thereafter, each employee shall receive one (1) additional day of paid vacation, prorated, for each year of work completed to a maximum of twenty-three (23) days.

LESS THAN 260 DAY EMPLOYEES

YEARS COMPLETED	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



1
2 **Section 8.3.1.**

3 All employees working less than full year shall receive vacation pay rather than vacation time
4 in accordance with Section 8.1 and Section 8.3 prorated in accordance based on the number of
5 hours assigned. Such employees shall receive payment for accrued vacation credit with their
6 June paycheck. New employees working less than sixty (60) days in a school year will not
7 receive vacation pay.
8

9 **Section 8.4.**

10 No more than forty (40) days of vacation may be carried over into a succeeding school year. A
11 maximum of thirty (30) days of vacation may be liquidated to cash upon separation from employment.
12

13 **Section 8.5.**

14 Vacations shall be scheduled at the request of the employee unless such vacation would disrupt the
15 normal activities of the District. Full-year employees shall be permitted to use at least ten (10)
16 consecutive vacation days in the summer between the last and first student contact day.
17

18 **Section 8.6.**

19 After an employee subject to this Agreement has been employed for a period of one (1) complete fiscal
20 school year, he/she shall be entitled, upon termination of his/her employment with the District, to that
21 portion of his/her accrued vacation pay as is due.
22

23 **Section 8.7.**

24 Any employee who resigns from employment and returns shall be credited with their prior District
25 secretarial experience, for the purposes of vacation credit.
26
27
28
29

30 **ARTICLE IX**

31 **PROBATIONARY PERIOD, SENIORITY AND LAYOFF PROCEDURES**

32
33
34 **Section 9.1.**

35 The seniority of an employee shall be established as of the date on which he/she was hired by the
36 District into this bargaining unit (hereinafter "hire date") unless such seniority shall be lost as
37 hereinafter provided. If two or more employees have the same bargaining unit hire date, the tie will be
38 broken by referencing the employee's original district hire date, outside the bargaining unit.
39

40 **Section 9.2.**

41 New employees shall serve a probationary period of ninety (90) working days. Upon completion of
42 the probationary period, further employment shall be on a regular employment status. If the regular
43 work schedule is less than five (5) days per week, the parties may, by mutual agreement, designate an
44 alternative probationary period, not to exceed ninety (90) working days. New employees shall be
45 notified of their probationary period within ten (10) working days of the employee's start date. During
46 the probationary period, the District may terminate an employee at its sole discretion. Such termination
47 shall not be subject to the grievance procedure. Employees on probationary status are not eligible to bid on
48

1 new or open jobs or positions during the ninety (90) workday probationary period, unless mutually agreed
2 by the parties. Employees on probationary status whose total PAEOP work hours have been eliminated due
3 to staffing reductions, may bid on new or open jobs or positions, and if awarded a position, will begin a
4 new ninety (90) working day probationary period in that new position.

5
6 **Section 9.2.1. Trial Period.**

7 Continuing employees transferring to a new position shall have the opportunity to transfer back
8 to the position they vacated within thirty (30) working days of the transfer or until their
9 previous position has been filled, whichever occurs first. For the purpose of this section, a
10 position shall be deemed to have been filled when a replacement has been selected and notified.
11 Likewise, such a transferring employee shall be deemed on a trial period until the position they
12 vacated is filled or for thirty (30) working days of the transfer, whichever occurs first.
13 Employees transferring to a new position are not eligible to bid on new or open positions
14 during the trial period.

15
16 **Section 9.2.1.1.**

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

21
22 **Section 9.3.**

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

25
26 **Section 9.4.**

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

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

32
33 **Section 9.4.1.**

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

- 35 a. Resignation;
- 36 b. Discharge for any reason; or
- 37 c. Retirement.

38
39 **Section 9.5.**

40 Seniority rights shall be effective within the general job classification of Secretarial/Clerical.

41
42 **Section 9.6.**

43 The employee with the earliest seniority date shall have preference regarding promotions, assignment
44 to new or open jobs or positions and layoffs when ability and performance are equal with those
45 individuals junior to the employee. When determining ability and performance, objective criteria such
46 as the following will be considered: technical skill level, interpersonal and communication skill level,
47 customer service skill level, organizational and teamwork skill levels related to the position. Such skill
48

1 levels shall be determined by an assessment, interview results, annual performance evaluations, and
2 reference checks.

3
4 If the District determines that seniority rights should not govern because a junior employee possesses
5 ability and performance greater than a senior employee or senior employees, the District shall, in
6 writing, inform the employee or employees of its reason(s) why the senior employee or employees
7 have not been selected or retained.

8
9 **Section 9.6.1.**

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

15
16 **Section 9.7.**

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

21
22 **Section 9.7.1.**

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

26
27 **Section 9.7.2.**

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

32
33 **Section 9.7.3.**

34 Vacated positions shall be posted within seven (7) calendar days unless the District informs the
35 Association in writing of its intent to dissolve the position or to vacate it for the duration of the
36 current school year. The District will provide one week of advance notice of its intent to
37 modify the FTE hours of any position, so as to solicit input from the Association as to impact.
38 Offers of employment shall be made to bargaining unit members through the Human Resources
39 Department.

40
41 **Section 9.7.4.**

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

44
45 **Section 9.7.5.**

46 The District shall have the absolute right to hire the most senior employee applicant without
47 regard to procedure.

1 **Section 9.7.6.**

2 When the District’s staffing needs warrant additional PAEOP support of two (2) hours or less
3 per day, normally, the District shall add the hours to a current employee in that building or
4 program, providing no employee exceeds eight (8) hours per day. However, principals may
5 elect to bank the hours for use later in the school year (budgeted at an average PAEOP hourly
6 rate), or post and fill the hours (paid as Office Support, Level A, Step 0).

7
8 **Section 9.8. Displacements and Reductions in Hours.**

9 Displacement means the loss of total PAEOP work hours as a result of a building closure,
10 shortage/lack of funds, reorganization, lack of work or a departmental position elimination. A
11 reduced-hour employee is one who suffers a reduction in assigned work of two (2) or more hours per
12 day. When reductions in the bargaining unit work force appear necessary, the District will meet with
13 the Association to review the necessity for the reduction. In accordance with Section 2.1, the manner
14 of this reduction will be discussed at this meeting.

15
16 Before using Steps 1-3 below, the District will offer the employee open PAEOP positions that are
17 substantially equal to the position from which they were displaced or reduced and for which they are
18 qualified. If no positions are available to offer the employee, the employee may elect to proceed to
19 Step 1 below or may proceed directly to Step 3.

20
21 **Step 1: Displacement Within Same Job Title:** The displaced or reduced-hour employee may
22 replace the most junior employee with the same job title and the same or fewer total annual
23 work hours as those hours that caused the displacement/reduction, if qualified for the junior
24 employee's position.

25
26 **Step 2: Displacement Within Same Pay Level:** If the displaced or reduced-hour employee is
27 not qualified to replace a junior employee (per step 1) or there are no other jobs with the same
28 title and same or fewer total annual displaced/reduced work hours (per step 1), he/she may
29 replace the most junior employee with the same or fewer total displaced/reduced annual work
30 hours in the same pay level, if qualified.

31
32 **Step 3: Displacement to Layoff Status:** If not qualified (per step 2), or if there are no junior
33 employees with the same or fewer total displaced/reduced annual work hours in his/her pay
34 level (per step 2), the displaced or reduced-hour employee will be placed in a layoff pool,
35 described in Section 9.9 below.

36
37 **Section 9.9. Layoff.**

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

43
44 **Section 9.9.1.**

45 In the event of a necessary reduction in the work force, the District shall layoff employees in
46 accordance with the provisions of Section 9.6 and 9.8. No new employees will be hired for
47 positions before such positions have been offered to all qualified employees on layoff status.



1 At any time a general reduction in force is necessary, the District will take these steps as early
2 as possible:

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

9 **Section 9.9.2. Notice.**

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

- 12
- 13 1. Name, position and hire date.
- 14 2. Reasons for layoff.
- 15 3. Benefits information (pay, vacation pay, unemployment compensation, COBRA).
- 16 4. Seniority list.
- 17 5. Employee address and telephone form to be returned to the District.
- 18 6. Recall rights.
- 19

20 **Section 9.9.3. Layoff Pool.**

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

23

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

25 Laid-off employees shall remain on a Recall List for up to twenty four (24) months from the
26 date of layoff and shall be given preference in filling bargaining unit positions that are
27 substantially equal to or less than the position from which they were laid off and for which they
28 are qualified. If a laid off employee accepts recall to a position with lower pay or fewer hours,
29 he or she remains eligible for recall to vacant or new positions that are substantially equal to the
30 position held at the time of layoff. Recognizing that unit positions vary widely, if the District
31 questions the qualifications of a senior employee for a position with the title different from that
32 last held by the employee, it may utilize ordinary hiring tools to determine an employee's
33 qualifications.

34

35 Recall notices shall be sent by certified mail to the last address filed with the District. (It is the
36 employee's responsibility to notify the District of his/her mailing address.) The notice shall
37 state the time and date on which the employee is to report to work. Upon receipt of the notice,
38 the employee shall have five (5) additional days to report to work. Receipt of notice will be
39 presumed to have occurred no later than five (5) working days after it is placed in the U.S.
40 Mail. The District may fill any such positions temporarily until recalled employees report for
41 work.

42

43 **Section 9.9.5. Forfeiture.**

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

47

48

1 **Section 9.9.6. Seniority.**

2 Laid-off employees' seniority shall be frozen for up to twenty-four (24) months following
3 layoff. Upon recall, seniority shall begin accruing again.
4

5 **Section 9.10.**

6 An employee shall forfeit rights to reemployment as provided in Section 9.8 if he/she does not comply
7 with the requirements of Section 9.9 or if he/she does not accept the offer of reemployment within five
8 (5) working days.
9

10 **Section 9.11.**

11 An employee on layoff status who rejects an offer of reemployment forfeits seniority; provided, that
12 such employee is offered a position substantially equal to that held prior to layoff.
13

14 **Section 9.12. Involuntary Transfer.**

15 An involuntary transfer will be made only after a meeting with the employee, his/her representative,
16 and his/her supervisor. The reasons for the transfer will be provided in writing and no such transfer
17 will be made for arbitrary or capricious reasons, but only for legitimate business needs. If such a
18 transfer is made for reasons other than discipline, the employee's compensation level will be
19 maintained, and he/she will be given preference over all other employees for positions for which
20 he/she is qualified, except in the opening of new schools.
21

22 **Section 9.13. Annual Notification.**

23 The District shall notify any employee working less than twelve (12) months (excluding vacations)
24 prior to June 15 of the intent to continue their employment during the coming school year and the
25 approximate number of hours per day, days per year, and job assignment.
26

27 Annually, the District shall establish the appropriate work calendars for all employees as soon as
28 possible after the student calendar has been approved.
29
30

31
32 **ARTICLE X**

33
34 **EVALUATIONS**

35
36 **Section 10.1. Evaluations.**

37 Employees shall be evaluated annually not later than the last day of their work year for less than full year
38 employees and not later than August 31 for full year employees. Employees not receiving an evaluation by
39 these deadlines of any year shall be deemed fully satisfactory in all areas.
40

41 An employee may write a statement to be attached to his/her evaluation in their personnel file. Such
42 statement must be submitted to Human Resources within thirty (30) days of the issuance of their
43 evaluation.
44

45 **Section 10.2.**

46 The evaluator shall include in the written evaluation the reasons for any ratings that do not meet
47 expectations (lowest two possible ratings on each criterion), and provide suggestions for how the employee
48 can improve his/her performance.



1
2 Supervisors are expected to inform employees of performance concerns as they develop. If a
3 supervisor anticipates an overall evaluation rating of “unsatisfactory,” the supervisor shall advise the
4 employee of the areas of concern in writing, including suggestions for improvement in advance of the
5 evaluation meeting. Such notice will be provided sufficiently in advance of the evaluation meeting for
6 the employee to demonstrate improvement.

7
8 If any employee receives an overall evaluation rating of “unsatisfactory” as defined in the evaluation
9 instrument for Association members, the District may place the employee on a Plan of Improvement
10 (POI). The decision to implement a POI is part of evaluation content determination and is not
11 disciplinary or subject to appeal through a grievance. Prior to beginning the POI the District will meet
12 with the employee and an Association representative, unless the employee declines representation, to
13 discuss the elements, timeline and possible consequences of the POI.

14
15 The POI will identify the areas of unsatisfactory performance, the timeframe of the POI, the
16 expectation(s) to be met, resources the District will provide to the employee to assist the employee in
17 meeting expectations, and consequences for failure to meet expectations (which may include a
18 recommendation for termination of employment). The evaluator will meet with the employee and
19 provide periodic written feedback indicating whether or not the expectations set forth in the POI
20 are/are not being met. At the end of the POI a new evaluation will be issued.

21
22 Prior to a final decision that an employee has failed a POI, the District will meet with the employee,
23 with Association representation if not declined, to discuss the POI and receive the employee’s input
24 before making a final determination. A decision to terminate the employee for inadequate performance
25 following a POI may be appealed prior to a final decision by the Board of Directors through District
26 policy, and may be appealed after the Board’s decision through the grievance procedure of this
27 Agreement.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 11.1.

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

Section 11.1.1.

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

Section 11.1.2.

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

1
2 **Section 11.2. Grievance Steps.**
3

4 **Section 11.2.1.**

5 The District and the Association acknowledge and the parties involved are advised that it is
6 desirable for an employee and the supervisor to resolve problems through free and informal
7 communications.
8

9 **Section 11.2.2.**

10 If in the judgment of the Association, a grievance affects a group of employees or the
11 Association, or if the grievance involves more than one supervisor or an administrator above
12 the level of the employee(s)' supervisor, the grievance may proceed directly to the step agreed
13 to by the parties.
14

15 **Section 11.2.3. Step 1.**

16 The employee shall submit a written statement of grievance to the Human Resources within twenty
17 (20) days of the occurrence or the grievance shall be invalid and subject to no further processing.
18 The written statement of the grievance shall contain the following:
19

- 20 a. The facts on which the grievance is based;
21 b. A reference to the provisions in this Agreement which have been allegedly violated, and
22 c. The remedy sought.
23

24 The parties will have five (5) days from submission of the written statement of grievance to
25 schedule a grievance hearing. After the hearing, the supervisor shall have ten (10) days to
26 respond to the grievance in writing.
27

28 **Section 11.2.4.**

29 The Association on its own may continue any grievance filed and later dropped by an
30 individual grievant(s), provided that the grievance involves the application or interpretation of
31 the collective bargaining agreement or any other agreement between the Association and the
32 District, and the Association exercises this option within ten (10) days.
33

34 **Section 11.2.5. Step 2.**

35 If no settlement has been reached within the five (5) days referred to in the preceding subsection,
36 and the individual believes the grievance to be valid, a written statement of grievance shall be
37 submitted within ten (10) days to Human Resources. After such submission, the parties will have
38 five (5) days from submission of the written statement of grievance to schedule a grievance hearing.
39 The administrator hearing the grievance shall have ten (10) days to respond to the grievance in
40 writing.
41

42 **Section 11.2.6. Step 3.**

43 If no settlement has been reached within the ten (10) days referred to in the preceding
44 subsection, and the individual and the Association believes the grievance to be valid, the
45 employee shall within ten (10) days submit the grievance to the Superintendent or designee.
46 The parties will have five (5) days to schedule a grievance hearing. Following the hearing, the
47 Superintendent or designee will have ten (10) days to respond in writing to the grievance.
48

1 **Section 11.2.7.**

2 If a grievance is not satisfactorily resolved at Step 3 of this Agreement, the Association or the
3 District may require binding arbitration under the voluntary rules of labor arbitration. If the
4 Association or the District determines to seek binding arbitration, it shall within ten (10)
5 working days after receiving the written response of Step 3 submit a request for a list of at least
6 seven (7) arbitrators from the American Arbitration Association. Unless other arrangements
7 are agreed to between the Association and the District, parties will determine the arbitrator from this
8 list by alternately striking names from the list. The selected arbitrator will issue his/her decision
9 within thirty (30) days from the date of the close of the hearing, or from the
10 date the final statements are submitted. The arbitrator's decision will be in writing and will set forth
11 the finding of fact, reasoning and conclusions. The arbitrator will be without power or
12 authority to make any decision which is outside of this Agreement.

13
14 The decision of the arbitrator will be submitted to the Superintendent and the Association, and will
15 be final and binding upon both parties; provided, however, that the arbitrator's decision is not
16 clearly erroneous, arbitrary and capricious, and is not in violation of state and federal law or the
17 Constitution.

18
19 The cost of the arbitrator will be borne equally by the District and the Association. All other
20 expenses shall be borne by the party incurring them, and neither party shall be responsible for the
21 expenses of witnesses called by the other.

22
23 **Section 11.3.**

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

26
27
28
29 **ARTICLE XII**

30
31 **INSURANCE AND RETIREMENT**

32
33 **Section 12.1.**

34 Employees and substitutes who work or are anticipated to work 630 hours or more in a work year
35 (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board
36 (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and
37 employer/employee rates. Employee rates shall be paid through payroll deduction.

38
39 The contributions identified in this Article are dependent on the state both authorizing and providing
40 funding to pay such benefit allocation.

41
42 **Section 12.3.**

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

44
45 **Section 12.4.**

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



1
2 **Section 12.5.**

3 The parties agree that any changes in insurance policy imposed by the state shall constitute a valid
4 reopener consistent with Section 16.3 and Section 16.5.
5
6
7

8 **ARTICLE XIII**

9
10 **ASSOCIATION MEMBERSHIP AND CHECK-OFF**
11

12 **Section 13.1.**

13 Employees shall have the option to join the Association and/or maintain Association membership. The
14 Association Representative shall be required to represent all employees within the bargaining unit without
15 regard to membership in the bargaining unit.
16

17 **Section 13.2.**

18 The District and Association shall comply with the provisions of RCW 41.56.110 regarding dues
19 deductions. Written authorizations/revocations received after the District's monthly payroll cutoff date will
20 be processed the following month. The District shall be held harmless by the Association for compliance
21 with this article.
22

23 **Section 13.3. Union Access.**

24 The District shall provide an opportunity for the Association representative to meet with new employees
25 (including substitutes), to provide information about the Association, pursuant to RCW 41.56.037.
26
27
28

29 **ARTICLE XIV**

30 **SALARIES AND TRANSFER OF PREVIOUS EXPERIENCE**
31

32 **Section 14.1.**

33 Salaries for employees subject to this Agreement are contained in Schedule A attached hereto and by
34 this reference incorporated herein.
35
36

37 **Section 14.2. Salary Placement.**

38 Salary placement will be determined at the time of initial employment. New employees must submit
39 their degree verification for salary placement within ninety (90) days of their hire date.
40

41 Previously completed college or university credits or in-state clock hours supported by original
42 transcripts shall apply to new employees, provided the credits apply to education or are related to the
43 employee's responsibilities. Credits and clock hours must be received by Human Resources within 90
44 calendar days of the date of hire to be implemented for that year's salary schedule placement. New
45 employees will be placed on the Salary Schedule appropriate to their training level at the discretion of
46 the Director of Human Resources.
47
48

1 Except in unusual circumstances, the District will not hire employees above experience step four (4) on
2 the salary schedule who have not been employed previously by the District.

3
4 **Section 14.2.1. Clock Hour/Credit Approval for Existing Employees.**

5 Classes or course work taken by existing employees must be from an accredited organization.
6 Clock hours must be earned from an OSPI approved provider, or approved in advance by
7 Human Resources. Classes, clock hours or course work must be bargaining unit related.

8
9 Credits and clock hours to be used for advancement must be submitted in accordance with the
10 following two schedules:

- 11
12 • Credits and clock hours completed by August 31
 - 13 ○ Must be turned in by September 30
 - 14 ○ Will be effective as of September 1
- 15
16 • Credits and clock hours completed by February 28/29
 - 17 ○ Must be turned in by March 31
 - 18 ○ Will be effective as of March 1

19
20 **Section 14.2.2. Educational Credits for Advancement on the Salary Schedule.**

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

- 23
24 • 14 credits = 1 step
- 25 • 28 credits = 2 steps
- 26 • 42 credits = 3 steps

27
28 Colleges on the "quarter" system: 1 quarter credit = 1 credit

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

30 10 clock hours = 1 credit

31
32 For example: 1 credit could be earned in job related/career development courses approved
33 by the Professional Development Committee for non-college credit courses for
34 approximately ten (10) class hours.

35
36 **Section 14.3.**

37 Employees under this Agreement working on a ten (10) month schedule will receive salary in twelve
38 (12) equal payments. Earnings from start of contract to end of contract are calculated by applying the
39 hourly rate times hours per day times days to be worked in the contract. Total is divided by number of
40 payments to be made during the contract period to arrive at the monthly warrant amount.

41
42 Extra time, overtime, deduct time and adjustments for L & I payments are made one (1) month after
43 occurrence. All leave usage is recorded in this manner.

44
45 All employees shall be paid through direct bank deposit. Employees shall complete a direct deposit form
46 and submit it to the Payroll Department within the first five days of hire.

1 **Section 14.4.**

2 New employees hired prior to March 1 of each year shall be credited with a year of service for step
3 increase purposes on September 1. The same method will be used to calculate longevity.
4

5 **Section 14.5.**

6 An Education Point Approved Committee, appointed by the Superintendent, chaired by a central
7 administrator other than the person who denied the original request, and consisting further of a
8 Principal or Program Director and the President of the Association, shall meet on call to review a
9 written appeal from an employee where credit has not been granted for salary purposes. The written
10 appeal must be submitted to the Superintendent within five (5) working days of the denial.
11

12 **Section 14.6.**

13 Bargaining unit members will be paid according to Schedule A.
14

15 **Section 14.7.**

16 Annually in labor management, the parties will review the answers to the 14 job measure questions for
17 positions in levels A and B to ensure the job description is current, and to review any answer changes
18 which may impact the position's total score for level placement. Level A positions will be reviewed in
19 November of every odd year, and Level B positions will be reviewed in November of every even year.
20 If a Level change is substantiated, the pay increase will be made retroactive to September 1.
21

22 **Section 14.8. Correction of Pay Errors.**

23
24 **Underpayments:** The District shall maintain a supplemental payroll for the timely correction of
25 payroll errors which have resulted in underpayment(s) to employees. Payroll errors of underpayment
26 that are brought to the District's attention after the supplemental payroll cutoff date shall be corrected
27 on the next normal payroll cycle.
28

29 **Overpayments:** Following notification to the employee, errors resulting in overpayment(s) shall be
30 corrected on the next month's payroll. If requested by the employee, the HR department and the
31 employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant.
32 In the event an employee is notified of an overpayment prior to receiving said payment, the employee
33 may either: 1). Reimburse the District immediately via personal check or 2). Authorize the District to
34 deduct the amount of overpayment from the employee's next pay warrant.
35

36 **Section 14.9. Mileage.**

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

CONVERSION OF ACCUMULATED ILLNESS, INJURY AND EMERGENCY LEAVE

Section 15.1. Non-VEBA Conversion.

Employees may elect an annual conversion of accumulated illness, injury and emergency leave in accordance with number one (1) below. Employee may elect a conversion of illness, injury and emergency leave upon retirement, separation from service or death for monetary compensation in accordance with number two (2) below. The conversion procedures are as follows:

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

Section 15.2. VEBA Conversion.

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

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The term of this Agreement shall be September 1, 2020, through August 31, 2023, and shall not be reopened for any reason except as follows:

- 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.

Section 16.2.

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

Section 16.3.

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

Section 16.4.

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

Section 16.5.

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

ARTICLE XVII

EDUCATION AND TRAINING

Section 17.1. Definitions.

For the purpose of this section:

"Training" shall be defined as instruction given to an employee presently in a position to enable that employee to operate newly-provided equipment or machines or to perform new functions added to the job.

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

Section 17.2. Required Training.

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

Section 17.2.1. First Aid and CPR.

The District shall pay the hourly rate for the renewal of first aid and CPR certification to employees whose positions require such certification. Such training time shall count in the accumulation of 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



1 year, and to accept valid sports medicine certification as an alternative to a first aid card,
2 provided such alternative certification includes a CPR component. One session shall be
3 scheduled on the October State In-Service Day.
4

5 **Section 17.2.2. Health Room Training.**

6 The District shall provide required annual training by nurses regarding health room procedures
7 and responsibilities for all school-based employees whose position requires support to a
8 school's health room. Employees will be provided additional health room training as specific
9 needs arise.
10

11 **Section 17.3. Release Time.**

12 Release time to attend conferences, meetings or other work-related professional growth opportunities
13 must be approved by the employee's supervisor in advance. Requests for release time may be denied
14 based on applicability to the employee's position and duties, effect of workload on other employees,
15 availability of substitutes (if needed), scheduling conflicts or other building/department needs. If
16 release time is not granted because the opportunity is not directly related to the employee's position,
17 the employee may request to use vacation or personal leave.
18

19 If vacation leave is utilized for this purpose, less than full-year employees must submit a copy of their
20 approved request to the Human Resources Department so that their payment for accrued vacation can
21 be adjusted.
22

23 **Section 17.4.**

24 The District agrees to establish a staff development program to be spent as mutually approved.
25 Expense incurred for training under Section 17.1 shall be in addition to the funding levels for staff
26 development. The District will offer at least 24 hours of Professional Development in each year of this
27 agreement. The parties will convene a Professional Development Committee (to which PAEOP may
28 appoint five (5) members to approve/disapprove class approval requests.
29

30 **Section 17.4.1.**

31 The Staff Development Program shall be funded at the rate of \$90.00 per FTE employee. Such
32 funding shall be guaranteed except in the event of a double levy failure, and shall be spent as
33 mutually approved. The Professional Development Committee may submit a proposal to the
34 Chief Financial Officer or designee for consideration of unused staff development funds to be
35 carried into the following school year. This section may be reopened annually at the option of
36 either party.
37

38 **Section 17.5. Training Period.**

39 All new hires, transfers and employees issued upgraded new technology shall be provided with an
40 appropriate training period with a qualified person.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUYALLUP ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

PUYALLUP SCHOOL DISTRICT #3

BY: Beth Hawn
Beth Hawn, Chapter President

BY: Amie Brandmire
Amie Brandmire
Assistant Superintendent, HR & Employee Relations

DATE: 6/9/21

DATE: 6/16/21



**PUYALLUP SCHOOL DISTRICT #3
 PUYALLUP ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL #608
 SCHEDULE A**

LEVEL	Hourly Rate						Longevity					
	0	1	2	3	4	5	6	10	15	20	25	30
A	20.01504	20.61697	21.23466	21.87126	22.52676	23.20118	24.12828	24.57828	24.72828	24.87828	25.12828	25.37828
degree	20.53543	21.15301	21.78676	22.43991	23.11246	23.80441	24.75562	25.20562	25.35562	25.50562	25.75562	26.00562
B	22.58979	23.26736	23.96384	24.68238	25.42297	26.18563	27.23233	27.68233	27.83233	27.98233	28.23233	28.48233
degree	23.17712	23.87231	24.58690	25.32412	26.08397	26.86646	27.94037	28.39037	28.54037	28.69037	28.94037	29.19037
C	26.13836	26.92308	27.72985	28.56185	29.41905	30.30146	31.51478	31.96478	32.11478	32.26478	32.51478	32.76478
degree	26.81795	27.62308	28.45083	29.30446	30.18395	31.08930	32.33416	32.78416	32.93416	33.08416	33.33416	33.58416

Puyallup School District
2020-21 PAEOP Salary Schedule
 Office Clerk
 Office Professional
 Receptionist
 Administrative Assistant
 Bookkeeper
 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

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.
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
CEOE	80.00
CEOE Recertification	100.00

(No employee may qualify for this premium after 01/01/91)

**PUYALLUP SCHOOL DISTRICT #3
PUYALLUP ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL #608
SCHEDULE A -- CONTINUED**

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 \$0.45 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 \$0.60 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 \$0.75 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 \$1.00 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 \$1.25 per hour in addition to their hourly rate (not compounded).
 f. Receipt of evaluations (if any) for the current and preceding one year not reflecting poor performance or placement on an improvement plan. (Denial of longevity pay under this section can be appealed in a timely manner to a PAEOP/District Longevity Review Committee comprised of equal numbers of Association and District members by contacting the Personnel Office and/or the PAEOP Chapter President.)
 Employees who received the 22-year longevity increment in 2019-20 (\$1.85) will be grandfathered at that amount until they reach 25 years of service within the seniority group, at which point they will receive the new 25-year longevity increment of \$1.00.

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.

2021-22: IPD + 2%
 2022-23: IPD

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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: _____

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 and 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.

Comments:

2. ADAPTABILITY: 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.

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.

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.

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 understand 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 hamper job function. Does not consistently 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 regular basis. Generally open to suggestions for improvement. Exceptional efforts at self-improvement. Seeks suggestions for improvement and 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 and respect.

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

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

Actively seeks to understand and satisfy customer needs. Consistently treats customers with courtesy and 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: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENTS BETWEEN THE PUYALLUP ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON, SEIU LOCAL 1948 (HEREINAFTER "ASSOCIATION") AND THE PUYALLUP SCHOOL DISTRICT #3 (HEREINAFTER "DISTRICT").

- 1. The parties agree to meet in the 2021-22 school year to review the current reclassification process and concerns. The committee will be comprised of five (5) members of the Association (plus the PSE Field Representative) and five (5) administrators from the District (plus the Assistant Superintendent of HR).

This Memorandum of Understanding shall become effective on September 1, 2021, shall remain in effect until August 31, 2022, and shall be attached to the Collective Bargaining Agreement.

BY: Beth Hawn
Beth Hawn, Chapter President

BY: Amie Brandmire
Amie Brandmire
Assistant Superintendent, HR &
Employee Relations

DATE: 07/06/21

DATE: 7/7/21

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MEMORANDUM OF UNDERSTANDING

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1. Beginning September 1, 2021: Revise elementary staffing chart hours, so that all elementary schools are allocated a minimum of sixteen (16) hours per school [two (2) employees, eight (8) hours per day].

This Memorandum of Understanding shall be attached to the Collective Bargaining Agreement.

BY: Beth Hawn
Beth Hawn, Chapter President

BY: Amie Brandmire
Amie Brandmire
Assistant Superintendent, HR &
Employee Relations

DATE: 07/06/21

DATE: 7/7/21