

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**PULLMAN SCHOOL DISTRICT #267**

**AND THE**

**PULLMAN BUILDING SECRETARIES**

**Effective July 1, 2023 – June 30, 2026**

**TABLE OF CONTENTS**

**PREAMBLE..... 3**

**ARTICLE I – ADMINISTRATION ..... 4**

    Section 1 – Definitions..... 4

    Section 2 – Exclusive Recognition ..... 4

    Section 3 – Effective Date ..... 5

    Section 4 – Status of the Agreement..... 5

    Section 5 – Conformity to Law..... 5

    Section 6 – Entire Agreement..... 5

    Section 7 – Subordination of Agreement..... 6

    Section 8 – Distribution of Agreement ..... 6

    Section 9 – Labor/Management Committee ..... 6

**ARTICLE II – BUSINESS..... 7**

    Section 1 – Payroll Deduction of Association Dues..... 7

    Section 2 – Association Rights ..... 7

    Section 3 – Management Rights ..... 7

    Section 4 – No Work Stoppage and No Lockout..... 7

**ARTICLE III – PERSONNEL ..... 9**

    Section 1 – Individual Rights..... 9

    Section 2 – Discipline ..... 9

    Section 3 – Nondiscrimination..... 9

    Section 4 – Personnel File..... 9

    Section 5 – Employee Evaluation ..... 10

    Section 6 – Probation ..... 11

    Section 7 – Seniority and Layoff/Recall Procedures ..... 11

    Section 8 – Employee Protection ..... 13

    Section 9 – Transfer and Vacancies..... 13

    Section 10 – Professional Development ..... 14

    Section 11 – Medication/Health Services ..... 14

**ARTICLE IV – LEAVES..... 15**

    Section 1 – Sick Leave and Family Leave..... 15

    Section 2 – Emergency Leave..... 15

    Section 3 – Bereavement Leave..... 16

Section 4 – Jury Duty and Court Appearances .....	16
Section 5 – Leave of Absence.....	16
Section 6 – Emergency Closing/Late Start Days .....	17
Section 7 – Association Leave .....	17
Section 8 – Family and Medical Leave Act.....	17
Section 9 – Washington State Paid Family and Medical Leave (PFML).....	17
Section 10 – Personal Leave .....	18
<b>ARTICLE V – FISCAL.....</b>	<b>19</b>
Section 1 – Work Day and Work Year .....	19
Section 2 – Overtime .....	19
Section 3 – Holidays .....	20
Section 4 – Vacations.....	20
Section 5 – Insurance Benefits.....	21
Section 6 –Wage Schedule Placement.....	22
Section 7 – Wage Increases .....	23
Section 8 – Optional Hours.....	23
<b>ARTICLE VI – GRIEVANCE PROCEDURE .....</b>	<b>24</b>
Section 1 – Definitions.....	24
Section 2 – Purpose.....	24
Section 3 – Procedure for Processing Grievances .....	24
Section 4 – Jurisdiction of the Arbitrator.....	27
Section 5 – Arbitration Costs .....	27
Section 6 – Time Limits.....	27
Section 7 – Accelerated Grievance Filing .....	27
Section 8 – Reprisals.....	27
Section 9 – Cooperation of District .....	28
Section 10 – Released Time.....	28
Section 11 – Personnel Files .....	28
Section 12 – Supplemental Conditions.....	28
<b>ARTICLE VII – DURATION .....</b>	<b>29</b>
<b>Appendix A – Wage Schedule.....</b>	<b>30</b>
<b>Appendix B – Evaluation Form.....</b>	<b>31</b>
<b>Appendix C – Grievance Form.....</b>	<b>35</b>

## **PREAMBLE**

This Agreement is made and entered into between the Pullman School District Number 267 (hereinafter called the "District") and the Pullman School District Building Secretaries/ Washington Education Association/National Education Association (hereinafter called the "Association").

In accordance with the provisions of the Public Employment Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## ARTICLE I – ADMINISTRATION

### Section 1 – Definitions

As used in this Agreement, the following words will have the following meanings unless the context in which they are used shall clearly indicate another meaning:

- A. **“District”** shall mean the Pullman School District No. 267, Pullman, Washington.
- B. **“Board”** shall mean the Board of Directors of the Pullman School District as the governing body of the District.
- C. **“Association”** shall mean the Pullman School District Building Secretaries, an affiliate with the Washington Education Association and the National Education Association.
- D. **“Parties”** shall mean the District and the Association as co-signers of the Agreement.
- E. **“Agreement”** shall mean the Collective Bargaining Agreement (CBA) signed by the District and Association.
- F. **“Employee”** shall mean those employees for whom the Association is recognized as the duly authorized bargaining agent.
- G. **“Superintendent”** shall mean the chief administrator of the District.
- H. **“President”** shall mean the presiding officer of the Association.
- I. **“Day”** shall mean employee workday.
- J. **“Seniority”** shall mean the first date on which the employee began continuous daily employment, hereinafter called the “hire date”.
- K. **“RCW”** shall mean the Revised Code of Washington.
- L. **“WAC”** shall mean Washington Administrative Code.
- M. The term **“PERC”** shall mean the Washington State Public Employee Relations Commission.

### Section 2 – Exclusive Recognition

- A. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described below and the Association recognizes the responsibility of representing the interests of all such employees.

- B. The bargaining unit to which this Agreement is applicable shall consist of all regular part-time and full-time secretaries working for the Pullman School District who hold the following titles: Associated Student Body (ASB) Secretary, CTE Program Secretary/Career Specialist, Head Secretary, Registrar, Registrar/Head Secretary, and Secretary/Office Manager.
- C. The bargaining unit was formed by voluntary recognition of the Pullman School Board on May 13, 1998.
- D. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

### **Section 3 – Effective Date**

This Agreement shall become effective when ratified by the Association and Board and executed by authorized representatives, and may be amended or modified only as specified herein. See also “Term of Agreement” and “Appendix “A” “Salary Schedule.”

### **Section 4 – Status of the Agreement**

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District, which shall be contrary to or inconsistent with its terms.

### **Section 5 – Conformity to Law**

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees covered shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

### **Section 6 – Entire Agreement**

- A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- B. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to, or covered in this Agreement.

### **Section 7 – Subordination of Agreement**

It is understood that the parties hereto and the employees of the District are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

### **Section 8 – Distribution of Agreement**

- A. Within thirty (30) days after ratification and signing of this Agreement and/or addendum, the Association shall provide the District with a final proof of the Agreement. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
- B. The Agreement shall be posted on the Pullman School District website.
- C. All individuals making employment application to the District may examine a copy of this Agreement in the Human Resources Office. Employees new to the District shall, upon employment, be informed of how to access the Agreement.

### **Section 9 – Labor/Management Committee**

The Association leadership shall meet with the superintendent to discuss matters of mutual concern at the request of either party. Such meetings shall take place on an as needed basis.

## **ARTICLE II – BUSINESS**

### **Section 1 – Payroll Deduction of Association Dues**

- A. The District shall deduct Association membership dues, assessments and fees from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit monthly all such deducted funds to the treasurer of the WEA or other designated organization.
- B. The dues deduction form and authorization shall remain in effect from year to year unless withdrawn in writing by the employee.
- D. The Association shall submit a copy of each signed authorization form to the District office for processing. Amounts of annual dues deductions, assessments, and fees shall be made known by the Association to the District office by September 15 of each year.

### **Section 2 – Association Rights**

The usual and traditional rights of the Association, as the exclusive bargaining representative of employees, are guaranteed.

### **Section 3 – Management Rights**

- A. It is recognized that the Board, on behalf of the district, is responsible by law for the operation of the School District. Therefore, all rights and duties of the Board are hereby retained except as those rights and duties are clearly and expressly relinquished in this contract.
- B. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

### **Section 4 – No Work Stoppage and No Lockout**

- A. The District and the Association agree that the public interest requires the efficient and uninterrupted performance of all district services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, neither the Association nor the employees shall cause, condone, or participate in any strike or work stoppage, slow down, or other interference with District functions by employees under this Agreement, and should same occur, the Association agrees to take appropriate steps to end such interference. District employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. Employees covered by this Agreement who engage

in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the District. The determination as to whether disciplinary action shall be taken and the type of disciplinary action to be taken is left to the sole discretion of District management.

- B. The District agrees that there will be no lockouts during the term of this Agreement; however, the District reserves the right to keep district offices closed where the situation is such that opening the office to district employees would result in loss or damage to the District or district property.

## **ARTICLE III – PERSONNEL**

### **Section 1 – Individual Rights**

Each employee shall have the usual and traditional rights provided to employees in the bargaining unit including the right to have an Association representative present when matters of discipline are being discussed.

### **Section 2 – Discipline**

- A. No employee shall be disciplined without reasonable cause. Should an employee be disciplined, a written explanation of the reason for any disciplinary action will be given to the employee. The discipline will be appropriate to the behavior, which precipitates the action.
- B. An employee shall be entitled to have present a representative when disciplinary action is being discussed or considered.
- C. Normally, progressive discipline will be followed. Immediate suspension may be initiated pending an investigation, should the severity of the behavior warrant it.
- D. Any complaint made against an employee, by a parent, student, or other person, will be promptly called to the attention of the employee within ten (10) days unless the employee is unavailable. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

### **Section 3 – Nondiscrimination**

The District shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, training and discipline. The District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

### **Section 4 – Personnel File**

- A. Employees shall, upon written request, have the right to inspect all contents of their complete personnel file. Upon request, a copy, at employee's expense at current reproduction rate, of any documents contained therein shall be afforded the employee. Anyone, at the employee's request, may be present in this review. Upon request, the human resources director shall sign to verify the contents of the file.

- B. Employees shall be notified in writing of any discipline or derogatory materials placed in the personnel file. It is understood that forms required by the evaluation procedure are not to be considered as discipline or derogatory references.
- C. After three (3) years from the date of issuance of any disciplinary action or the placement of any derogatory material in the personnel file, the employee may request removal of such documents, provided that there are no related incidents during the three (3) year period after the placement of such materials in the personnel file. Removal of some materials are prohibited by law or the applicable records retention schedule.

### **Section 5 – Employee Evaluation**

- A. Every employee will be evaluated in writing annually. The evaluation will be reviewed in person, by the evaluator, with the employee and a copy of the report furnished to the employee prior to placement in the personnel file.
- B. Newly hired employees shall be evaluated within ninety (90) calendar days after commencement of employment.
- C. All monitoring or observations should be conducted openly and with full knowledge of the employee.
- D. No employee shall be required to sign a blank or incomplete evaluation form. The evaluation form, Appendix B, shall be the only form used.
- E. A non-probationary employee receiving an unsatisfactory evaluation will be given a written schedule and tasks to assist in their work performance and a reasonable amount of time to implement specific suggestions for improvement. A reevaluation schedule will be established at the time of the initial evaluation, not to exceed thirty (30) calendar days, but may be extended up to ninety (90) calendar days with the approval of the superintendent. The supervisor of any employee whose performance does not meet minimum requirements based on the performance criteria shall make recommendation to the Superintendent on the continued employment of said employee. The superintendent shall recommend to the board of directors any action to be taken.
- F. The employee may offer written comments to the evaluation.
- G. If the employee has transferred within the District and the performance is unsatisfactory, the employee may return to the former position if it is available.
- H. Only the procedural aspects of the evaluation may be appealed through the grievance process.

## **Section 6 – Probation**

- A. A newly hired employee will serve a ninety (90) calendar day probationary period. An evaluation with the building administrator will be conducted on or before ninety (90) calendar days for the new employee. Based on an unsatisfactory evaluation, the new employee may be released from employment prior to the completion of the ninety (90) calendar day probationary period.
- B. Prior to, or at the completion of, the ninety (90) calendar day probationary period, the employee will be either:
  - 1. removed from probationary status;
  - 2. released from employment; or
  - 3. given another ninety (90) calendar day probation period to improve job performance.
- C. After a ninety (90) calendar day extension the employee will be:
  - 1. removed from probationary status; or
  - 2. released from employment.
- D. During the probationary period, the employee may be granted sick leave at the rate of one (1) day per month and vacation credit at the rate of one (1) day per month. If, upon termination, an employee has used more sick leave than the number of days accumulated, a deduction will be taken from their last paycheck.

## **Section 7 – Seniority and Layoff/Recall Procedures**

- A. No employee shall acquire seniority until they have become a regular employee. A regular employee is one who has successfully completed the new employee probationary period as specified in this Agreement. Upon successful completion of the new employee probationary period, such employee's seniority will be retroactive to the time of hire.
- B. Seniority for the purposes of layoff and recall shall be based on accumulated FTE from hire date within the bargaining unit.
- C. In the event that more than one (1) individual employee has the same seniority ranking (accumulated FTE from hire date within the bargaining unit), the employee having the greatest-accumulated calendar years of service in the district from the date of hire will be ranked higher on the seniority list. Part-time and full-time employees will accrue seniority at the same rate.

- D. In the event of more than one (1) individual employee having the same seniority ranking (accumulated FTE within the bargaining unit and accumulated calendar years of service in the District) they shall participate in a drawing by lot to determine their position on the seniority list. Each employee and the Association shall be notified in writing of the date, time and place of the drawing which will allow the affected employees and the Association to be in attendance.
- E. A list of employees in the bargaining unit arranged in the order of their seniority shall be given to the bargaining unit by November 1. The list will contain the following information: hire date, FTE and total years of service worked in the district since hire date. Employees shall have twenty (20) work days to report any dispute regarding their years of experience or FTE worked. The District will then provide a copy of the finalized list to each employee and the Association no later than March 1. The finalized list shall include all additions, deletions and/or corrections made by employees.
- F. Accumulated seniority rights shall not be lost for the following reasons: industrial accident; industrial illness; judicial leave; time on leave of absence granted for the purpose of serving in the Armed Forces; time spent on other authorized leave with pay; time spent in layoff status during the two-year recall period.
- G. Layoff and Recall
1. Definition: The term Reduction in Force (RIF), refers to action by the Board to reduce the number of employees beyond normal attrition (resignation and retirement) for economic reasons such as but not limited to: failure of special levies, reduction of state or federal funding, or reduction in enrollment. It does not refer to decisions to discharge or non-renew an employee for cause.
  2. Notification: The superintendent will provide written notice to the Association and to all employees affected by an anticipated RIF.
  3. Recall: Employees will be placed in a rehire pool in order of seniority for a period of two (2) years following layoff. The district will recall employees in the rehire pool in reverse order of layoff to positions in the bargaining unit.
  4. After written notification by certified letter, if the employee does not respond within 14 calendar days, then the employee will be removed from the rehire pool. The Board will not hire additional personnel to fill any position until all members in the rehire pool have been recalled or have rejected the offer to return.
  5. Employees in the rehire pool will have, upon request, first priority for substituting and placement into temporary positions within the bargaining unit. Employees may also serve

as a substitute or fill temporary positions outside the bargaining unit if available. Upon rehire, sick leave (if not cashed out or transferred) and position on the salary schedule shall be restored.

6. All insurance benefits, to which an employee was entitled to at the time of layoff, shall be restored to the employee upon the employee's recall to active employment.
7. Benefits and Employee Status: Employees in the rehire pool may be eligible to self-pay their health benefits through COBRA for a period of eighteen (18) months following layoff.

### **Section 8 – Employee Protection**

- A. The Board shall provide employees with insurance protection up to the limit as contained in the District insurance policy.
- B. Whenever an employee is absent from employment and unable to perform their duties as a result of bodily injury sustained in the course of their employment, they will be paid a combination of unused sick leave and worker's compensation in accordance with the District Worker's Compensation Cooperative, which is governed by the State Department of Labor and Industries.
- C. Should an employee be assaulted by a student, parent, or other person while on school property, the District shall immediately report such assault to the police.

### **Section 9 – Transfer and Vacancies**

- A. A vacancy is defined as a newly created or open position.
- B. Job openings or vacancies for positions shall be posted for at least five (5) working days electronically and outside the district.
- C. All classified District employees applying for a job opening shall be considered in filling the position. Employees covered by this agreement shall be given full consideration throughout the entire hiring process, including the granting of an interview.
- D. The hiring administrator shall make the final determination for potential transfer placement based on employee relevant qualifications/experience, seniority and needs of the District. All employees not selected shall receive notice.
- E. Employees may be involuntarily assigned from their current work assignment only after consultation with the superintendent regarding the effects of such transfer.

## **Section 10 – Professional Development**

Employees may attend professional meetings if approved by their building administrator. Reasonable registration and travel expenses will be paid as authorized by the building administrator in accordance with District policy and the availability of funding.

## **Section 11 – Medication/Health Services**

- A. Building administrators and nurses will determine the procedure for dispensing student medication and delivering health services to students within each building. A plan must be developed to address the need for backup personnel to be trained in administering all health services in the nurse's or employee's absence.
- B. There shall be a designated facility for the dispensing of medication and treatment of students. Medication will be stored in a locked or limited access area. Employees giving medication will have a reasonably uninterrupted period of time in which to do so where they will not have other assigned duties.
- C. A nurse shall be responsible for the training of employees who are assigned to disperse medications and/or provide health services.
- D. Upon submission of a written letter of refusal, employees shall not be required to insert feeding tubes or catheters, suppositories or administer anything other than oral medications (ointments, drops, nasal inhalers, or non-emergency injections). A written letter of refusal may not serve as grounds for discharge, non-renewal or other action adversely affecting the employee's contract status.
- E. Employees providing medication or health services to students in compliance with state law shall not be liable in any criminal action or for civil damages in their individual, marital, governmental, corporate or other capacity as a result of providing medication or health services to students (RCW 28A.210.275).

## **ARTICLE IV – LEAVES**

All absences from work must be entered and reported in the district electronic absence tracking and substitute placement system.

### **Section 1 – Sick Leave and Family Leave**

- A. Sick leave will be awarded at the rate of one (1) day per month, not to exceed twelve (12) days for twelve-month employees and eleven (11) days for eleven-month employees. This leave is awarded each September or upon employment with the District. A full day will be granted to an employee hired on or before the 15<sup>th</sup> of the month for that month. Unused sick leave days may be accumulated.
- B. Sick leave shall be granted to part-time employees based on actual hours worked, not to exceed eight hours per month or eighty hours per year.
- C. If, upon termination, an employee has used more sick leave than the number of days accumulated, a deduction will be taken from their last paycheck.
- D. The District agrees to comply with statutory provisions concerning credit for sick leave accrued while employed by another state agency.
- E. Sick leave buy back will be in accordance with District policy. The rate of pay will be calculated as follows: Normal work year less annual allowable vacation days less applicable holidays to equal number of workdays. The annual salary will be divided by the number of workdays to determine the daily pay rate for these purposes.
- F. For planned leaves for health reasons, the employee shall notify their supervisor of the dates involved at least 5 days in advance. Absences of this nature will not exceed five (5) days without the attending physician's supportive statement.
- G. The District shall provide employees with access to leave sharing (sick leave) in accordance with state law.

### **Section 2 – Emergency Leave**

The following conditions constitute an emergency leave:

- A. The situation must be one which is serious, unavoidable and of major importance, not one of mere convenience.

- B. The situation must be suddenly precipitated or must be of such a nature that planning is not possible or such that planning could not have eliminated the need for the leave.
- C. Absence from work due to serious illness in the employee's immediate family (spouse, child, parent, brother, sister, or other dependents or family substitutes) shall be considered emergency leave.
- D. A statement of the emergency is required to support emergency leave. This statement shall be submitted in the electronic substitute and leave tracking system.
- E. Emergency leave shall be deducted from sick leave.

### **Section 3 – Bereavement Leave**

Up to five (5) days shall be granted with pay per occurrence for bereavement of a relative in the immediate family or up to three (3) days for extended family or close personal friend. Such leave shall be non-cumulative. Employees shall notify their immediate supervisor when taking bereavement leave and record such leave as per district procedures. If bereavement exceeds the allocated time, accumulated sick leave or personal leave can be used as an option. When requesting leave in the absence management system, employees will need to document the relationship and date of funeral or memorial service.

### **Section 4 – Jury Duty and Court Appearances**

When an employee of the District is absent from their position because of a mandatory court appearance, they shall suffer no loss of income by reason of this service.

- A. A copy of the subpoena or certificate of the clerk of the court shall be filed with the personnel/payroll office.
- B. Absence of an employee for legal action in which they are a litigant shall be classed as personal business and a pay deduction will be made or the employee may use personal leave or vacation.

### **Section 5 – Leave of Absence**

Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the board of directors, an employee may be granted a leave of absence without pay for a period not to exceed one (1) year. The terms of the leave will be determined by the District.

The employee will return from an approved leave of absence to a position that is the same or similar to the position.

### **Section 6 – Emergency Closing/Late Start Days**

Emergency closing days are considered to be regular workdays. If school starts late, employees are expected to be at school as soon as is reasonably possible. Employees who are unable to work during emergency closing days may:

1. Request emergency leave
2. Make up the day by extending their contract year
3. Request that the absence be charged as a personal or vacation day

In the event of emergency closing, employees may be released early with approval of the building administrator.

### **Section 7 – Association Leave**

An aggregate of five (5) leave days per year with pay shall be provided to the Association to carry out responsibilities as bargaining agent. The cost of the substitute shall be reimbursed to the District by the Association.

### **Section 8 – Family and Medical Leave Act**

The District shall provide Family and Medical Leave Act leaves pursuant to Board Policy 5329 and the Family Leave Act of 1993.

### **Section 9 – Washington State Paid Family and Medical Leave (PFML)**

- A. Employees may be eligible to receive PFML under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.
- B. The employee may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.
- C. The Washington State Employment Security Department <https://esd.wa.gov> is responsible for determining whether employees qualify for PFML and are responsible for administering PFML benefits. When an employee is seeking PFML, they will provide notice to the District of the intent to seek PFML. The employee will notify the District when they learn that they

have been approved for PFML by the Employment Security Department. The employee will provide the District with documentation received from the Employment Security Department showing the approval of PFML leave. The employee will also provide the District with documentation that establishes the employee's need for leave. Once the employee has provided such documentation, the District will provide the employee unpaid leave consisted with the PFML for which the employee was approved by the Employment Security Department.

- D. When PFML is used, the District shall maintain health insurance benefits during periods of approved PFML. PFML runs concurrently with the Family and Medical Leave Act (FMLA).

**Section 10 – Personal Leave**

- A. Each employee shall be entitled to eight (8) hours of personal leave per year to be taken in increments of no less than one (1) hour.
- B. Notice of intent to use personal leave shall be given within a minimum of forty-eight (48) hours if possible, by entering the request in the electronic substitute and leave tracking system. This leave is presumed to be granted upon request.
- C. Personal leave shall be non-cumulative.

## **ARTICLE V – FISCAL**

### **Section 1 – Work Day and Work Year**

- A. Employees in the bargaining unit shall be classified according to the number of months worked, i.e., eleven (11) month employees and/or twelve (12) month employees.
- B. The work year for twelve-month employees shall be two hundred and sixty (260) days beginning September 1 and ending August 31 including paid holidays and paid vacation.
- C. The work year for eleven-month employees shall be two hundred thirty-two (232) days including paid holidays and paid vacation and shall begin fifteen (15) days before the first student day of the year.
- D. Each employee's workday shall be set by the District. Once set such workday shall not be changed, except as deemed necessary by the superintendent.
- E. If the building administrator requires additional hours, the employee currently working in that position will be offered the additional hours at their hourly rate. Should the employee decline, the district is free to hire someone else to perform such work.
- F. Lunch and Rest Periods
  - 1. Employees working more than four (4) hours per day are entitled to a minimum one-half hour duty-free lunch period without pay.
  - 2. Employees shall receive a fifteen-minute rest period during each four hours of work, not to exceed two such breaks during a regular eight-hour day, at a time that is convenient to the work schedule as determined by the supervisor.
  - 3. Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires and authorizes an employee to forego a lunch period and the employee works the entire time, including the lunch period the employee shall be compensated for the foregone lunch period.

### **Section 2 – Overtime**

- A. Employees working in excess of forty hours per week shall receive time and one-half pay at their hourly rate of pay.
- B. All overtime must receive prior authorization, in writing, from the building administrator.

- C. When agreed upon in writing between the employee and building administrator, in lieu of overtime pay, the employee may elect to take compensatory time at a rate of one-and-one-half hours for each hour worked. All compensatory time should be taken in the same pay period in which it was earned unless other arrangements are made with the employee's building administrator. In all cases, compensatory time must be taken in the same fiscal year it was earned. Compensatory time must be entered in the leave management system and the preapproval documentation attached to the monthly attendance roster. Compensatory time cannot be taken during times that would cause unacceptable disruption of school operations.

**Section 3 – Holidays**

- A. Twelve-month employees shall have the following thirteen paid holidays:

Labor Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents Day
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Juneteenth
Christmas Day	Independence Day
New Year's Even	

- B. Eleven-month employees shall have twelve (12) paid holidays – those listed previously with the exception of Independence Day.
- C. These holidays will be observed as they appear on the approved district calendar. If a holiday falls on Saturday, it will be observed the previous Friday. If a holiday falls on Sunday, it will be observed the following Monday.
- D. Floating Day. If the work year calendar for a twelve-month employee is actually 261 days, a floating leave day is available for use during the school year. Employees will be notified at the beginning of such a 261-day work year. Floating days are non-cumulative.

**Section 4 – Vacations**

All absences from work must be entered and reported in the district electronic absence tracking and substitute placement system.

- A. A request for vacation must be submitted for approval prior to taking vacation days.

B. Employees eligible for paid vacation will accumulate it as follows. If an employee's first day of work is on or before the 15<sup>th</sup> day of the month, they will accumulate vacation time for that month. If the first day of work is after the 15<sup>th</sup> day of the month, no vacation time will be accumulated. Likewise, if an employee terminates on or before the 15<sup>th</sup> of the month, no vacation time will be accumulated for that month. If they terminate after the 15<sup>th</sup>, vacation time will be granted.

C. Twelve-month (12) employees

During the first year of employment, twelve-month (12) employees will be granted one (1) day of vacation for each month worked. For each succeeding full year of employment, one additional day of vacation will be granted up to a maximum of twenty (20) per year.

Twelve-month (12) employees may take vacation at any time during the year with the approval of the supervisor.

D. Eleven-month (11) employees

During the first year of employment eleven-month (11) employees will be granted one (1) day of vacation for each month worked. For the purposes of this section an employee will be credited with a month accumulation if the employee works a minimum of 15 days in each month. For each succeeding full-year of employment one (1) additional day of vacation will be granted up to a maximum of 19 days per year.

Eleven-month (11) employees are encouraged to take vacation to coincide with school vacation.

E. For purposes of accumulating vacation, a full year of experience will be granted if employment began on or before February 1. If employment began after February 1, no movement will be made on the vacation schedule for that year.

F. Employees may not accumulate more than two years' of vacation days.

G. Upon retirement from the District, employees may cash out unused vacation days up to thirty (30) days. The rate of pay will be calculated as follows: Normal work year less annual allowable vacation days less applicable holidays to equal number of work days. The annual salary will be divided by the number of work days to determine the daily rate for this purpose.

### **Section 5 – Insurance Benefits**

A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this

Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.

- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.
- C. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense. Optional benefit plans may not include employee beneficiary accounts that can be liquidated by the employee on the termination of employment.
- D. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- E. Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty (30) days of employment.
- F. If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as a single subscriber. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows this change, such as marriage, birth, or adoption.
- G. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year unless the employee retires prior to that date.

### **Section 6 –Wage Schedule Placement**

- A. Employees will be placed on the wage schedule and paid in accordance with Appendix A.

- B. Individuals who exceed one calendar year or individuals who have verified, secretarial experience may be credited on a one-for-one basis up to the maximum step for wage schedule purposes.
- C. Comparable experience within the district in a position outside of the bargaining unit may be considered for placement on the wage schedule on a one-for-one basis not to exceed placement on Step 3 for wage schedule purposes.
- D. Employees hired on or before March 1, shall be eligible to move to the next wage schedule step the following year. Employees hired on or after March 1 will remain on their current step for the following year. An employee cannot receive more than one (1) year of experience per year, regardless of the number of hours worked.

### **Section 7 – Wage Increases**

- A. Increases in wages funded and allocated by the state for classified employees will be distributed to employees beginning with the month the increases take effect.
- B. Wages for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A and shall include the 3.7% inflationary factor plus 1% increase for the 2023-24 school year; the inflationary factor plus 1% increase for the 2024-2025 school year, and the inflationary factor plus 1% increase for the 2025-2026 school year.
- C. Appendix A is the current wage schedule.

### **Section 8 – Optional Hours**

- A. Each employee shall have sixteen (16) optional hours to be paid at the employee's regular rate of pay for job related activities performed outside of the employee's regular work year.
- B. Such time will be in increments of no less than thirty (30) minutes and can be worked after the last day of the work year calendar and before the beginning of the new work year calendar.
- C. The sixteen (16) hours will be at the discretion of the employee in coordination with the building administrator. If a disagreement exists, the administrator will decide how the time is to be used. Time will be reported using the appropriate district process and forms.
- D. Upon request and with building administrator approval, additional hours may be worked as needed to complete job related activities outside of the employee's regular work year. The duties being performed should be documented on a time slip.

## **ARTICLE VI – GRIEVANCE PROCEDURE**

### **Section 1 – Definitions**

- A. A “grievance” shall mean a claim by a grievant that this Agreement has been violated.
- B. “Grievant” shall mean an individual, a group of individuals and/or the Association or the School District.
- C. “Day” shall mean employee workday. When a grievance has not been resolved by the end of the school year, days shall mean any day on which the District Office is open for business with the public.

### **Section 2 – Purpose**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance.

### **Section 3 – Procedure for Processing Grievances**

#### **Association/District Grievances**

Either the Association or the District may process grievances each against the other to allege contract violations and enforce the party’s respective rights. Association or District grievances shall enter the procedures at Step 2 and shall be subject to all applicable time limits, and other provisions, including mediation and arbitration.

#### **Step 1. Informal Communications**

The parties acknowledge that it is most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. The employee shall request an Informal Meeting with the supervisor to resolve the problem within twenty (20) days from the time of the occurrence of the event or the time that the employee should have reasonably become aware of the occurrence of the event, whichever is later. The problem giving rise to a grievance shall be informally addressed by the immediate supervisor within five (5) days of such request. If no settlement is reached at the Informal Meeting, the grievance will be reduced to writing and presented to the immediate supervisor for reconsideration.

## Step 2. Immediate Supervisor

- A. If the grievance is not settled informally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later. A duplicate Grievance will be given to the Superintendent for notification only.
- B. The written grievance at this step and at all steps, thereafter, shall contain the following information:
  - 1. A statement of the grievance and the facts, upon which it is based,
  - 2. The alleged violation of the Agreement,
  - 3. The remedy or adjustment sought, and
  - 4. The signature of the aggrieved employee.
- C. The immediate supervisor, upon receipt of the written grievance, shall arrange for a grievance meeting with the grievant(s) and/or Association representative(s) and such meeting shall be scheduled within five (5) days of receipt of the written notice. The immediate supervisor shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative(s), and Superintendent within five (5) days from the conclusion of the meeting.
- D. The written response at this step, and management responses at all steps thereafter, shall contain the following information:
  - 1. An affirmation or denial of the facts upon which the grievance is based,
  - 2. An analysis of the alleged violation of the Agreement,
  - 3. The remedy or adjustment, if any, to be made; and
  - 4. The signature of the appropriate management representative.

## Step 3. Superintendent

If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3 within five (5) days of receipt of the decision rendered in Step 2. The Superintendent or designee shall arrange for a grievance meeting with the grievant(s) and/or Association representative(s). Such meeting shall be scheduled within five (5) days of the receipt of the Step 3 appeal. The purpose of this meeting shall be to affect a resolution of the grievance. The Superintendent or designee shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative(s), and immediate supervisor within five (5) days from the conclusion of the meeting.

#### Step 4. Mediation

- A. If no satisfactory settlement is reached in Step 3, the Association must notify the District in writing within five (5) days of the conclusion of Step 3 of the Association's desire to refer the grievance to mediation. Within five (5) days of notification the District and the Association shall notify the Public Employment Relations Commission (PERC) or other mutually agreed upon mediator and shall schedule a mediation conference at the earliest possible date.
- B. The grievant shall have the right to be present at the mediation conference. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance. The presentation of facts and considerations shall not be limited to those presented at Step 2 or 3 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.
- C. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration. The fees and expenses of the mediator, if any, shall be shared equally by the parties.
- D. The District and Association share equally in the costs of the mediator if any such costs are incurred.

#### Step 5. Arbitration

- A. If no satisfactory settlement is reached at Step 4, the Association may appeal the final decision of the Superintendent to the Federal Mediation Conciliation Services (FMCS), or the American Arbitration Association (AAA) for arbitration under the voluntary rules of arbitration within fifteen (15) days of the receipt of final mediation conference. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded.
- B. Ten (10) days' notice as to the time and place of the hearing shall be given to both parties. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted to the arbitrator. The decision of the arbitrator shall be final and binding.

#### **Section 4 – Jurisdiction of the Arbitrator**

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to them. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Association and District.

#### **Section 5 – Arbitration Costs**

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

#### **Section 6 – Time Limits**

- A. Time limits provided in the grievance procedure may be extended by mutual agreement when signed by the parties.
- B. District grievances shall be submitted to the Association within twenty (20) days of the occurrence prompting the grievance and shall be subject to mediation and arbitration as per Steps 3 and 4.
- C. Failure on the part of the immediate supervisor, the Superintendent, or Association at any step of this procedure to communicate the decision on a grievance within the specific time limit shall mean that the grievance is resolved in the grievant's(s') favor.
- D. Any grievance not advanced by the grievant(s) from one step to the next within the time limits of that step shall be deemed resolved.

#### **Section 7 – Accelerated Grievance Filing**

In order to expedite grievance adjudication, the parties agree that any District, Association grievances and/or class action grievances will be lodged at Step 2 of this procedure. Any grievance that has been filed prior to the termination date of this Agreement may be processed to conclusion even if the Agreement has expired.

#### **Section 8 – Reprisals**

There shall be no reprisals against any employee or group of employees or agents of the District because of participation in the grievance process.

### **Section 9 – Cooperation of District**

The Board and the administration will cooperate with the Association in its investigation of any grievance; and, further, will furnish the Association such information as is necessary for the processing of any grievance.

### **Section 10 – Released Time**

Should the grievance procedure require that an employee or an Association representative be released from regular assignment, the employee shall be released without loss of pay or benefits.

### **Section 11 – Personnel Files**

All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### **Section 12 – Supplemental Conditions**

- A. The District and the Association shall share equally the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.
- B. Either party has the right to have a representative represent them at any step of the grievance procedure.
- C. The following grievance principles shall govern and be controlling in any and all grievances:
  - 1. While a grievant may be “made whole”, any punitive award shall be void and unenforceable.
  - 2. Unless agreed otherwise, only one grievance will be heard at a time by the arbitrator.
  - 3. Any and all known information, documents, facts, etc., not provided to the other party, prior to the arbitration hearing, shall be specifically excluded from presentation and/or reference in the arbitration process, and as such shall not be considered by the mediator/arbitrator in arriving at their arbitration decision.
  - 4. The parties agree to provide all pertinent information relating to the grievance, upon request, in a timely manner.

**ARTICLE VII – DURATION**

This Agreement shall be in force and effect from July 1, 2023 to June 30, 2026 and shall not be extended orally. Upon written notice given by the Association to the District not later than March 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than April 1, 2026 .

During this multi-year Agreement, the following shall apply:

1. This agreement may be reopened for legislative impacts involving wages, hours, and working conditions.
  
2. All other modifications of this Agreement will be subject to negotiations upon written request and by mutual agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ , 2023, at Pullman, Whitman County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

Signed: \_\_\_\_\_  
Representative(s)  
Pullman School District Building Secretaries

Signed: \_\_\_\_\_  
Superintendent

Signed: \_\_\_\_\_  
Pullman School District Board President

**APPENDIX A – WAGE SCHEDULE**

<b>Range</b>	<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>	<b>Step Four</b>	<b>Step Five</b>	<b>Step Six</b>	<b>Step Seven</b>
<b>Secretary</b>	\$24.56	\$25.30	\$26.06	\$26.84	\$27.65	\$28.47	\$29.33

## **APPENDIX B – EVALUATION FORM**

*(Form to be completed in blue ink.)*

Name: \_\_\_\_\_ Appraisal Year: \_\_\_\_\_

Position: \_\_\_\_\_ Location: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

### **Rating Key:**

- 4 Exceeds Requirements
- 3 Meets Requirements
- 2 Below Requirements
- 1 Significantly Below Requirements
- NA Evaluation Criteria Does Not Apply

### **Rating Specific Performance**

#### \_\_\_\_\_ **Knowledge of Job Requirements**

Demonstrates knowledge of procedures, job scope and responsibility necessary for effective performance.

Comments:

#### \_\_\_\_\_ **Responsibility**

Demonstrates ability to fulfill requirements of position and understands established priorities.

Comments:

#### \_\_\_\_\_ **Management**

Organizes procedures, assigns as appropriate and monitors work of staff.

Comments:

#### \_\_\_\_\_ **Leadership**

Develops confidence of staff and community, makes decisions as related to specific job responsibilities, motivates, and fulfills expectations of position.

Comments:

\_\_\_\_\_ Exhibits ability to lead, develops confidence of others and delegates work as appropriate; participates in work-related activities in a leadership capacity; is role model for others.

Comments:

\_\_\_\_\_ **Problem Solving**  
Identifies, evaluates, and determines best course of action to resolve a situation.  
Comments:

\_\_\_\_\_ **Quality of Work**  
Produces assigned work in an accurate, neat, and thorough manner.  
Comments:

\_\_\_\_\_ **Quantity of Work**  
Produces assigned volume of work in a timely manner.  
Comments:

\_\_\_\_\_ **Development of Office Skills**  
Has acquired competencies as specific job requires in computer, word processing, and other office equipment.  
Comments:

\_\_\_\_\_ **Organization**  
Demonstrates ability to organize and prioritize work load; uses discretionary time effectively.  
Comments:

\_\_\_\_\_ **Adaptability**  
Adjusts to changing work conditions and shows flexibility.  
Comments:

\_\_\_\_\_ **Communication**  
Expresses and understands instructions and other work-related information, both written and oral; evidences acceptable grammar, punctuation, and spelling.  
Comments:

\_\_\_\_\_ Demonstrates ability to communicate effectively with staff and community.  
Comments:

\_\_\_\_\_ **Self-Improvement**

Participates in self-initiated professional growth activities; demonstrates a desire to refine skills.

Comments:

\_\_\_\_\_ Demonstrates desire to refine skills and accept constructive criticism and suggestions.

Comments:

**Personal Skills**

\_\_\_\_\_ **Interpersonal Relations**

Deals effectively with others in the work site; is flexible; demonstrates teamwork; and exhibits sound judgment and common sense.

Comments:

\_\_\_\_\_ **Confidentiality**

Deals with confidential information and communications in an ethical manner.

Comments:

\_\_\_\_\_ **Initiative**

Takes independent action as situation warrants; identifies potential problems; determines course of action within parameters of assignment.

Comments:

\_\_\_\_\_ Takes independent action within parameters established by supervisor, and makes suggestions for improvements, if needed.

Comments:

\_\_\_\_\_ **Attitude**

Demonstrates a positive cooperativeness with staff, students, and community; approaches work in a positive manner; is sensitive to needs of others.

Comments:

\_\_\_\_\_ **Dependability**

Shows resourcefulness and completes required work on schedule with little supervision.

Comments:

\_\_\_\_\_ Shows ability to follow through to completion, as well as dependability of attendance and punctuality.

Comments:

\_\_\_\_\_ **Attendance**

Comment on employee's attendance and punctuality (breaks, arrival, and departure).

Comments:

**Summary**

Supervisor's summary of comments/suggestions for improving present performance.

Employee's summary of comments/suggestions for improving present performance.

*I certify that this report was discussed with me. I understand my signature does not, necessarily, indicate agreement.*

Employee's  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Distribution:** Original to Personnel File, Copy to Employee, Copy to Supervisor

**Revised:** March 24, 1996

## APPENDIX C – GRIEVANCE FORM

\_\_\_\_\_  
Grievant's Name

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Building

STEP 1 – Informal meeting

Informal meeting:

Yes

No

Date Held

Outcome:

### STEP 2 – Supervisor

Date alleged grievance occurred: \_\_\_\_\_

Specific factual basis of grievance: (Include violation of the Agreement, Board policy, etc. Attach additional information to this form.)

Remedy Desired:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Date received by immediate supervisor \_\_\_\_\_ Date Meeting Held:

<p><b><u>STEP 1</u></b></p> <p>Response Received _____</p> <p><b><u>STEP 2</u></b></p> <p>Grievance notification sent _____</p> <p>Grievance Meeting Held on _____</p> <p>Response Received _____</p>	<p><b><u>STEP 4</u></b></p> <p>Grievance notification sent _____</p> <p>Grievance Meeting Held on _____</p> <p>Response Received _____</p> <p><b><u>STEP 5</u></b></p>	<p><b>DISPOSITION:</b></p> <p><input type="checkbox"/> Settled</p> <p><input type="checkbox"/> Withdrawn</p> <p><input type="checkbox"/> Appealed to Arbitration</p> <p>Date _____</p>
---	--	--

<b>STEP 3</b> Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____	Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____	<b>COPY TO:</b> Grievant Supervisor Superintendent Association
--	---	--