

Collective Bargaining Agreement

Between the

Pullman School District No. 267

And the

Pullman School District Paraprofessionals

September 1, 2018 – August 31, 2021

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## PREAMBLE

This Agreement is made and entered into between Pullman School District Number 267 (hereinafter called the "District") and the Pullman Paraprofessionals Association (PPA) affiliated with the Washington Education Association (WEA) and the National Education Association (NEA) (hereinafter called the "Association").

In accordance with the provisions of RCW 41.56, the Public Employees 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 Paraprofessionals Association (PPA), 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. **“Regular Employee”** shall mean any full-time or part-time employee who has successfully completed the probationary period. All provisions of this Agreement apply to this category of employee.
- H. **“Probationary Employee”** shall mean any newly hired employee, except those with substitute status.
- I. **“Substitute Employee”** shall mean an employee who is hired to perform services in the place of an absent employee on a daily basis. Substitute employees who work more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes shall be considered members of the bargaining unit.
- J. **“Casual Employee”** shall mean an employee who has not been employed for more than thirty (30) days and does not have an expectation of continuing employment.
- K. **“Temporary Employee”** shall mean an employee who is hired and assigned to a specific temporary job assignment. The temporary employee and job assignment shall not exceed

sixty (60) consecutive work days in one (1) contract year. Positions expected to last more than sixty (60) days shall be posted and indicate the status and duration of the position.

- L. The term **“Letter of Intent”** shall mean a notice of the District’s intent to continue to employ the individual for the current and/or ensuing school year.
- M. **“Superintendent”** shall mean the chief administrator of the District.
- N. **“President”** shall mean the presiding officer of the Association.
- O. **“Day”** shall mean employee workday unless specified otherwise in this Agreement.
- P. **“Seniority”** shall mean the first date on which the employee began continuous daily employment as a member of the bargaining unit, hereinafter called the “hire date”. Substitute, casual and temporary work experience shall be excluded when computing seniority.
- Q. **“RCW”** shall mean the Revised Code of Washington.
- R. **“WAC”** shall mean Washington Administrative Code.
- S. **“PERC”** shall mean the Washington State Public Employment Relations Commission.

**Section 2 – Exclusive Recognition**

The District hereby recognizes the Association as the exclusive bargaining agent for all regularly employed full-time and part-time general, program and library paraprofessionals; Certified Occupational Therapy Assistants (COTA) and substitutes who have worked at least thirty (30) days in the last twelve (12) months. Employees not subject to the terms and conditions of this Agreement include all administrators and other supervisory personnel as provided for in RCW 41.56.

**Section 3 – Effective Date**

This Agreement shall become effective when ratified by the Association and the Board and executed by authorized representative and may be amended or modified only as specified herein.

**Section 4 – Status of the Agreement**

This shall be the sole Agreement between the parties regarding wages, hours and terms and conditions of employment. 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 provision of this Agreement, or any application of this Agreement to any employee or group of employees covered shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

## **Section 6 – Subcontracting**

The duties and/or responsibilities normally assigned to employees in this bargaining unit shall not be transferred to any other bargaining unit, agency or individual so as to replace or reduce such duties and responsibilities. Subcontracting for positions that are highly specialized and for which no current employee is qualified will be allowed, provided, there is no reduction in force to accommodate for the subcontracted employee. Such positions will be posted annually to attempt to hire a qualified employee for the position.

## **Section 7 – 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.

## **Section 8 – Labor/Management Meetings**

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

## **Section 9 – Distribution of Agreement**

- A. Within thirty (30) days after ratification and signing of this Agreement and/or the addendum, the Association shall provide a final proof copy to the District. 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. Unless otherwise mutually agreed upon by the parties, this Agreement will be distributed electronically. 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 Department. Employees new to the District shall, upon employment, be informed of how to access the Agreement and may be provided a printed copy upon request.

## ARTICLE II – BUSINESS

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

- A. The District shall deduct Association membership dues, fees and assessments 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 after serving notice to the Washington Education Association. The Association will inform the District by the 10<sup>th</sup> of each month of any revocations of membership.
- C. Association members shall not be required to make a political contribution to WEA-Political Action Committee (WEA-PAC) and/or the NEA-Fund for Children and Public Education (NFCPE) unless they have submitted signed authorization form(s) to the district Payroll office. Nonmembers shall be neither required nor allowed to make a WEA-PAC or NFCPE deduction.
- 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 10 of each year.

### **Section 2 - Hold Harmless**

The Association will defend and hold the District harmless for any allegations, claims or actions at law involving the District pursuant to the proper implementation of the provisions of Section 2 of this article. The Association agrees to reimburse the District any amounts paid in error by the District under the membership dues/representation fee deduction provisions of this Agreement.

### **Section 3 – Association Rights**

- A. The Association has the right and responsibility to represent the interest of employees in the unit, to present its views to the District on matters of concern and to enter into collective negotiations with the intent of reaching mutual agreement.
- B. Any Association representative/grievant who is scheduled by the Parties to participate during work hours in grievance proceedings, conferences or meetings with representatives of the District shall suffer no loss of pay.

- C. Representatives of the Association shall have access to district premises provided that no conference or meeting between employees and the Association representatives will hamper or obstruct the normal flow of work.
- D. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association may use district intra-district mail, email and employee mailboxes for the purposes of communicating with bargaining unit members. The Association acknowledges that district email is subject to public information requests.
- E. The Association shall have access to use district equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of materials used.
- F. Upon request, the District will provide the Association with the online link to any information which is of public record. The District shall provide the Association with any electronic and paper copies of any information not readily available online pertinent to the administration of this agreement.
- G. The District shall make available to the Association a roster of covered employees as soon as is practical following the start of the school year and inform the Association monthly, immediately following the last Board meeting of the month, in writing, of any additions with hire date or deletions of covered employees.
- H. The Association shall be able to meet with new employees ninety (90) days after their hire date for a minimum of thirty (30) minutes during regular work hours.

#### **Section 4 – Management Rights**

- A. It is expressly agreed that all rights which ordinarily vested in and have been previously exercised by the District, except those which are clearly and expressly relinquished herein by the employer shall continue to be vested exclusively in and exercised exclusively by the employer without prior negotiation with the Association. The District shall retain the right to maintain efficiency of the district operation by determining the methods, the means and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- B. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

## ARTICLE III – EMPLOYEE RIGHTS

### **Section 1: Due Process**

- A. No employee shall be disciplined without just and reasonable cause (Appendix E). Should an employee be disciplined, a written explanation of the reason for any disciplinary action will be given to the employee.
- B. An employee shall be entitled to have present a representative of the Association where disciplinary action is being discussed or considered. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- C. The District agrees to follow progressive discipline. Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action. Progressive Disciplinary Steps may include the following: Written Record of an Oral Warning, Written Warning, Written Reprimand, Suspension without Pay and Discharge. Non-disciplinary measures may include: Oral Instruction/Direction and Written Instruction/Direction. Administrative leave is not considered a disciplinary action.
- D. In the event any employee is given a formal disciplinary action, the President shall be furnished with a copy of such formal action within five (5) days of issuance. Unless the employee indicates in writing to the District that they do not wish to have the Association notified, such information will be withheld.

### **Section 2: Complaint Procedure**

- A. Any complaint and complainant's name (unless the release of such name is prohibited by court order or state and/or federal law) made against an employee by any parent, student, or other person that an administrator uses as a basis to initiate an investigation will be called to the attention of the employee by the employee's next workday or as soon as possible but no later than five (5) days from the receipt of such complaint. Written notification shall be acceptable should the employee be unavailable to discuss the cause for the complaint.
- B. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. The employee shall acknowledge receipt of the complaint by signing a receipt of notice of such complaint without requiring agreement to the substance of the complaint.
- C. The employee shall have the right to Association representation at any meetings or conferences regarding the complaint that may lead to discipline.

### **Section 3: Nondiscrimination**

- A. Employees shall be entitled to full rights of citizenship. The District will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, discipline and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Unless based upon a bona fide occupational qualification, the prohibition against discrimination of a disability shall not apply if the particular disability prevents the proper performance of the particular work involved.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.
- C. The private life of an employee is not within the appropriate concern or attention of the District, provided those actions do not interfere with the performance of their duties.

### **Section 4: Personnel File**

- A. No secret, duplicate or other personnel file shall be kept in the District. Employees shall have the right to inspect all contents of their complete personnel file. Anyone, at the employee's request, may be present during this review. Upon request, the superintendent/designee shall sign to verify the contents of the file. At employee expense at the current reproduction rate, a copy of any documents contained therein shall be afforded the employee.
- B. Disciplinary or derogatory materials shall not be placed in the personnel file without the employee's knowledge, in writing, of such placement. A copy of all such materials shall be given to the employee. It is understood that forms required by the evaluation procedure are not to be considered as derogatory references.
- C. Employees shall be given an opportunity to attach written comments to any material in the file.
- D. 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. Materials shall not be removed if prohibited by State law.

### **Section 5: Working File**

Working files maintained by the employee's supervisor and/or evaluator may be reviewed at any time by the employee. Working files shall be cleared at the end of each school year, except that derogatory materials may remain for one (1) calendar year from the date of occurrence in the working file.

### **Section 6: Student Discipline**

- A. Employees are expected to follow building procedures concerning student discipline. The employer shall support in following these procedures.
- B. The principal or designee of each building shall, within the first month of school, distribute and explain the discipline procedures of the school building and the policy of the District relating to discipline. The Superintendent or designee shall ensure district-wide communication of said policy.
- C. When known, the District shall notify the employee of the history of any student who has behavioral concerns for which the employee may be assigned to work or supervise.
- D. The District shall determine and offer training, in student behavior management to employees as appropriate to their assignment.

### **Section 7: Employee Safety and Security**

- A. The District acknowledges the impact that serious threats and assault on employees has on the educational process and will follow the student disciplinary process in accordance with District policy and State and Federal law.
- B. Should an employee be threatened with an assault or be assaulted by a student, parent or other person while on district property or during a school sponsored event, such employee shall report such threat or assault to the employee's supervisor or designee. Following district policy and procedures the supervisor or designee shall assess the incident and inform the employee what action, if any, has been taken in response to the alleged threat or assault in accordance with State and Federal regulations.
- C. The District shall report threats and assaults to the authorities as appropriate. Employees are free to exercise their personal legal rights or alternative courses of action concerning threats and assaults.
- D. Employees are expected to use reasonable measures in situations involving physical threats or abuse. Employees will follow district procedures when necessary to protect themselves or others from physical injury.

- E. The District shall determine and offer employees with training, support and necessary equipment to ensure the employee's safety in the workplace.

### **Section 8: On-the-Job Injury**

- A. Employees are entitled to apply for workers' compensation if they have sought medical attention and are not cleared by a physician to return to work within three (3) calendar days following an on-the job injury or illness. Such Incidents will be handled according to procedures set forth by the industrial insurance laws of the State of Washington.
- B. The District shall reimburse employees for replacement of clothing or other personal property damaged or destroyed in a disturbance as provided by RCW 28A.400.370.

### **Section 9: Protection of Employees and Property**

The District shall provide employees with insurance protection as is required by RCW 28A.400.370. Upon request the District will provide employees with a written summary of the coverage they have under the provisions of district insurance policies.

### **Section 10: Work Environment**

- A. The District shall maintain working conditions which meet the health and safety requirements in the work place for students and employees. It shall be the obligation of each individual employee to report inadequate environmental conditions to his or her immediate supervisor.
- B. When the District confirms a health or safety issue exists related to a specific worksite, the District shall provide immediate notice to the staff of the impacted worksite and the Association. This notice shall outline the problem and its location, and what is being done to resolve the issue.

### **Section 11: Electronic Monitoring**

The parties recognize that the use of audio visual equipment in schools is for the safety and protection of students and staff. As such, any information obtained by such monitoring may be used only retrospectively to investigate facts directly related to a specific complaint against an employee and shall not be used to routinely monitor employees or their work or conduct.

## ARTICLE IV – WORKING CONDITIONS

### **Section 1: Hours of Work**

- A. Each employee shall be assigned to a definite shift with designated starting and ending times. Work schedules showing the employee's initial shift, work days and hours shall be given to the employee prior to the first day of work. Schedule adjustments will be updated on a regular basis. Notice of any modifications of the employee's assigned shift, workdays and/or hours shall be given to the employee within three (3) days prior to such reassignment.
- B. Any reduction of hours shall occur in accordance with Article VII, Layoff and Recall.

### **Section 2: Work Year**

The employee work year shall consist of one-hundred eighty-two (182) days, one hundred eighty (180) days will correspond to the student school year. The remaining two (2) days will be scheduled as district directed time. The employee will sign an attendance roster to indicate completion of the hours worked.

### **Section 3: Job Descriptions**

A current and complete file of all bargaining unit job descriptions shall be available to all employees and the Association for their review. When a job description for a bargaining unit position has been newly created or revised, a copy will be provided to the affected employees and the Association.

### **Section 4: Lunch and Break Periods**

- A. Employees shall receive a fifteen (15) minute break for each four (4) hours of work, scheduled as near as possible to the mid-point of the work period. Employees who work eight (8) or more hours per day shall receive two (2) fifteen (15) minute breaks within the workday. One of the two (2) breaks shall be within the first four (4) hours of the employee's workday.
- B. Each employee, working more than five (5) hours per day, shall be entitled to a minimum one-half (1/2) hour duty-free lunch period without pay.
- C. Employees shall be free to leave their work site during the duty-free lunch period, provided the employee notifies the office that they are leaving.
- D. Employees required to work through their regularly scheduled lunch shall be compensated for the foregone lunch period.

### **Section 5: Attendance at Building or District Meetings**

Employees required by an administrator to attend meetings or carry out other responsibilities outside of their normal workday shall be compensated for all such time at their regular hourly rate of pay. Overtime provisions will apply if the employee works more than forty (40) hours per week.

### **Section 6: Overtime**

All hours previously approved and worked in excess of forty (40) per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's base pay and/or in accordance with applicable Fair Labor Standards Act regulations. Any and all such overtime hours must be previously authorized by the District. Holidays are included in the forty (40) hour work week calculation.

### **Section 7: Optional Hours**

- A. Optional hours are defined as compensation for additional hours worked outside of the employee's normally scheduled workday and/or work year. Optional hours shall be preapproved by the employee's supervisor and shall be paid at the employee's regular rate. Combined optional and regular hours in excess of forty (40) hours per week shall be paid at the overtime rate.
- B. In lieu of additional payment, an employee may request to take flex time. Granting of flex time must be approved by and scheduled with the supervisor in advance. Flex time shall be documented on the monthly attendance roster. Form 5200F must be attached to the roster when flex time is taken. Flex time is to be taken during non-student contact time and must be used by June 1.
- C. Any flex time not taken during the regular work year shall be cashed out and paid at the employee's regular rate of pay in the June pay warrant.
- D. If the balance of additional hours is not paid by the District or used by the employee before separation of employment, it will be paid at the regular rate of pay as part of the employee's final pay warrant.

### **Section 8: Emergency/Inclement Weather Conditions**

- A. If conditions make it necessary for the District to declare school closed for one (1) or more days, employees shall not be required to report to work. Employees shall make up the day(s) when school is rescheduled.
- B. Employees shall be compensated for a minimum of two (2) hours of work, to be paid at their regular rate of pay if schools are closed after the employees' workday begins. If the

employee's supervisor requests, employees may work additional hours during closure days. Employees will receive their regular rate of pay for all hours worked.

- C. Should the District receive a waiver for loss of student days, the employee shall be allowed to use accumulated leave, or work additional hours to make up for lost wages.
- D. If conditions make it necessary for the District to delay the opening of school or close school before the end of the student day employees may, at their discretion, work the regularly scheduled shift; use accumulated emergency or personal leave; or make up the time at a later date.
- E. If the employee is unable to report to work due to inclement weather and the schools are open, the employee may use emergency leave or may take leave without pay.
- F. The District shall include a copy of its inclement weather/school closure policy online and/or in the staff handbook.

### **Section 9: Teaching Duty Bar**

Employees are to work under the direction of a certificated/licensed staff member to support and assist in providing instructional and other services to students. The certificated/licensed staff member remains responsible for the overall conduct and management of the classroom or program, including the development of lesson plans, substitute paraprofessional plans and the design, implementation and evaluation of the instructional program and student progress.

### **Section 10: Playground, Before and After School Supervision of Students**

- A. The District will consider location of the playground, number of students and safety issues to appropriately staff recesses. Concerns about staffing may be brought to the attention of the building principal. If concerns are not resolved at the building level, they may be directed to the Assistant Superintendent or designee.
- B. The District will provide working communication tools to ensure the safety of those employees while on recess/playground, before/after school and crossing guard duty. Building access will be granted to employees during these periods.
- C. The District will determine and provide training for all employees who work as crossing guards, recess/playground assistants and before/after school monitors. The training will be held during the normal workday. If this training is held outside of the employee's regular work hours, the employee will be compensated at their hourly rate or at the overtime rate if the employee's hours are such that they have met that threshold.

### **Section 11: Substituting for Certificated Staff Members**

- A. In emergencies, employees who hold a valid teaching or substitute certificate may substitute for a certificated staff member. The employee will receive the certificated hourly substitute rate of pay if higher than the employee's regular rate of pay. Compensation shall commence from the time that the employee begins coverage of the classroom/students.
- B. An emergency is defined as a sudden condition or state of affairs calling for immediate action or when arrangements for a regular certificated substitute cannot be made due to time constraints or substitute availability.

### **Section 12: Student Information**

The building principal and/or designee shall provide to employees who have a legitimate educational interest appropriate student information regarding the educational, health and safety needs of students under the employees' direct supervision. This may include information from 504 Accommodation Plans, Special Education IEPs, BIPs or other health and safety plans as necessary for providing educational services or supervision to students.

### **Section 13: Dispensing of Medication/Health Services to Students**

- A. Building principals 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 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 dispense 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. 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).

#### **Section 14: Staff Development/Training**

The District shall determine and provide staff development/training for all employees within the bargaining unit as appropriate to their job assignment. Such training may include but is not limited to: office procedures and technology use; student safety and discipline; playground safety; Safe Schools Training; student restraint behavior modification; medication disbursement; care of medically fragile students; proper lifting techniques and handling and disposal of hazardous materials such as needles and bodily fluids. If this training is held outside of the normal workday, employees will be compensated at their hourly rate of pay or at the overtime rate if the employee's hours are such that they have met that threshold.

## ARTICLE V – EVALUATION

### **Section 1: Notification**

By October 15, each employee shall be given the name of their primary evaluator and contributing evaluators. If those should change during the year, the employee shall be notified in a reasonable time period.

### **Section 2: General Evaluation Requirements**

- A. Every employee will be evaluated in writing. 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. Employees shall be required to sign and date completed evaluation. The employee's signature shall indicate only that they have received a copy of the evaluation report, not that they necessarily agree with its content. The evaluation form provided by the District shall be the only form used.
- C. The summative evaluation will be placed in the employee's personnel file. Any observation notes will be purged from the evaluator's/supervisor's file no later than June 30.
- D. Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time for improvement.

### **Section 3: Newly Hired Employees**

Newly hired employees shall be evaluated within ninety (90) calendar days after commencement of employment.

### **Section 4: Probationary Period for New Employees**

- A. Newly hired employees shall be considered probationary employees for a period of not more than ninety (90) days following the hire date.
- B. At the completion of the ninety (90) 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 probationary period to improve job performance.

### **Section 5: Observations**

All observations shall be conducted openly. Electronic devices shall not be used to listen to or record the employee unless mutually agreed to by the evaluator and the employee. Such recordings shall be used for evaluation purposes only and will not be shared with others without the employee's written consent.

### **Section 6: Improvement Plan**

- A. A non-probationary employee receiving a rating of two (2) or below on any criteria of a summative performance evaluation will be given a written notice explaining any deficiencies and ways the employee can improve their job performance. The employee shall be given a reasonable amount of time to implement the specific suggestions for improvement.
- B. If an employee is rated at 2 or below on a majority of the subsections of the evaluation criteria and does not demonstrate improvement in the areas of weakness, the employee's supervisor shall make a recommendation to the Superintendent on the continued employment of the employee. The Superintendent shall recommend to the Board of Directors any action to be taken.

### **Section 7: Right of Appeal**

Only the procedural aspects of the evaluation system may be appealed through the grievance process.

## ARTICLE VI – ASSIGNMENT, TRANSFER AND VACANCY

### **Section 1: Definitions**

- Assignment: The specific position assigned to an employee either within a building or program area
- Transfer: A change from an employee's current assignment to another assignment either by request or because of district or program needs
- Vacancy: A position presently unfilled; a position currently filled that will be open in the future; or a newly created position

### **Section 2: Vacancy**

- A. Building principals will assign staff within the building before any vacancy is declared.
- B. Vacancies of less than three (3) hours shall be first offered to the paraeducator working with the assigned student(s), teacher(s), building or program/department. If work schedules prohibit such assignment, hours may be assigned to other employees within the building.
- C. If the above vacancy remains unfilled, the job posting, and selection process will follow as indicated in Subsection D.
- D. Job openings or vacancies for all bargaining unit positions of three (3) or more hours shall be posted concurrently inside and outside the District for a minimum of five (5) days on the Pullman School District website. The job posting shall include a job description which clearly sets forth the qualifications, number of hours and requirements for the position.
- E. Current employees who apply for the open position will be granted an interview and will be given first consideration for the position. Temporary and substitute employees are considered external candidates.

### **Section 3: Transfer**

- A. No transfer shall be made if there is a qualified volunteer available to fill said position.
- B. Employees may be transferred from their current assignment with three (3) days prior notice. The supervisor and employee shall meet to discuss the effects of such a transfer before the transfer is initiated.

## ARTICLE VII – LAYOFF AND RECALL

### **Section 1: Definitions**

- A. Layoff – an action by the Board reducing the number of employees in the District due to monetary or program reasons. It does not refer to decisions to discharge, terminate or adversely affect an employee for cause.
- B. Reduction in Force – reduction of employees due to layoff at the end of the school year. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
- C. Seniority – shall mean the first date on which the employee began continuous daily employment as a member of the bargaining unit, hereinafter called the “hire date”. Substitute and temporary work experience shall be excluded when computing seniority.

### **Section 2: Criteria for Reduction in Force (RIF)**

Reduction in Force (RIF) is an action by Board Resolution reducing the number of positions due to economic reasons such as failure of special levies, reduction of state or federal funding, or reduction in enrollment or changes in the educational program. The District will not reduce the number of full-time or part-time jobs except by attrition or layoff. Layoff will only follow after all Assignment, Vacancy, and Transfer provisions have been exhausted.

### **Section 3: Publication of the Seniority Report**

- A. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) within the school district regardless of job title.
- B. Annually, by November 1, the District shall publish and distribute the seniority report to all employees for verification of work experience. Employees shall have twenty (20) working days to report any dispute regarding their years of experience to the Human Resources Department during the annual review period.
- C. Employees on leave are responsible for initiating any changes pertaining to their individual listing.
- D. A finalized list shall be published and distributed to all employees by March 1 of each year. The list shall reflect all corrections, deletions and additions of personnel for the school year.

- E. The seniority report shall include:
1. Initial hire date as a member of the bargaining unit
  2. Initial hire date as an employee within the District
  3. Total number of years of service within the bargaining unit
  4. Total number of years of service within the District
- F. In the event that more than one employee has the same seniority ranking, the affected employees shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which allow affected employees and the Association to be in attendance.

#### **Section 4: Reduction in Force Procedure**

- A. The Superintendent will notify the President of the Association by May 31 of any anticipated layoff within the bargaining unit and the position(s) within the bargaining unit to be discontinued.
- B. Any layoff of employees shall be accomplished using overall district seniority, regardless of funding category/source or worksite. Staffing adjustments resulting from layoff of employees will be based on district seniority within the bargaining unit.
- C. Employees to be laid off shall receive advance written notice of no less than ten (10) working days. The Association shall be presented with a layoff list no less than ten (10) working days prior to employee layoffs.
- D. The District shall first seek voluntary reduction through resignations, leave of absence and/or retirement.
- E. If a reduction in the work force is necessary, the number of individual employees will be reduced rather than reducing hours for all employees.

#### **Section 5: Provisions for Re-employment**

- A. Employees laid off 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 reverse order of layoff to openings within the bargaining unit provided such employees are qualified to fill the position. Notices will be sent to the last known address for the individual, and employees shall have ten (10) days from the date of the mailing to accept the position. It shall be the responsibility of each person in the re-employment pool to notify the Human Resources Department of any change

of address. If after written notification by certified letter, noting receipt, the employee does not respond in ten (10) days then the employee will be removed from the pool.

- B. Employees in the rehire pool will have, upon request, first priority for substituting and placement into temporary positions within the bargaining unit. Upon rehire, sick leave and position on the wage schedule shall be restored.

## ARTICLE VIII– LEAVES

### **Section 1: Illness and Injury Leave**

- A. Each employee shall be awarded sick leave allowance of ten (10) days based on the number of actual hours worked. This leave is awarded each September or upon employment with the District. Such leave shall be used for absence caused by illness, illness of a family member, medical appointments, or injury. Unused sick leave days may be accumulated at the rate of the employee's normal daily work shift up to one hundred eighty 180 days or to the maximum allowable by State law.
- B. Employees who are hired after the beginning of the school year shall receive a pro rata amount of leave based on the number of months remaining in the school year. Leave will be credited to the employee's account during the first month of employment. A full day will be granted to an employee hired on or before the 15<sup>th</sup> of the month, for that month.
- C. Employees who have accrued sick leave while employed by another public school district in the State of Washington, shall be given credit for such accrued sick leave upon employment by the Pullman School District.
- D. Upon district request, a physician's signed statement will be required to support an absence of five (5) or more consecutive days.
- E. An employee who is unable to perform his/her duties because of personal illness, maternity or other disability will, upon request, be granted leave of absence without pay at the exhaustion of available accrued sick leave for the remainder of that school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.
- F. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift at the time sick leave is taken.
- G. When possible, the employee shall notify the Human Resources Department at least five (5) days in advance of the dates of planned leave. Upon request, a signed physician's statement shall accompany an absence of five (5) or more consecutive days.
- H. If sick leave benefits are exhausted, the Superintendent may grant leave without pay for the balance of the year or the employee may apply for shared leave if extraordinary circumstances are involved.
- I. If, upon separation of employment, an employee has used more sick leave than the number of days accumulated, a deduction will be taken from the employee's last pay warrant.

## **Section 2: Emergency Leave**

The District shall allow employees to use any of their accumulated leave balances in the event the employee has an emergency. Emergency is defined as a situation which has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence during the workday. A statement of the emergency may be required to support an absence of more than two (2) days.

## **Section 3: Family Medical Leave**

Any eligible employee is entitled to family medical leave during any fiscal year in accordance with the Family Medical Leave Act (FMLA). The District shall post information on the Family Medical Leave Act (FMLA) at each employee work site. Sick leave shall run concurrently with family medical leave. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

## **Section 4: Washington State Family and Medical Leave (PFML)**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (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.

The employee may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.

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

Commencing January 1, 2020, the District shall pay the employer's share of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

## **Section 5: Parenting Leave**

- A. The District shall grant the use of sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.
- B. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate an expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date

is known to the employee. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

- C. Up to ten (10) days of accumulated sick leave may be used for adoption including any required court appearances regarding adoption.
- D. Up to ten (10) consecutive days of accumulated sick leave can be used for non-maternal childbirth leave (paternal, adoption, grandparent). Additional leave may be granted under provisions qualifying as family illness or with approval of the Superintendent in extenuating circumstances.

### **Section 6: Sick Leave Buy Back**

Each January, eligible employees may elect to convert sick leave to monetary compensation at a rate equal to one (1) day per diem pay for each four (4) full days of accrued sick leave in excess of sixty (60) days. Each employee may convert up to twelve (12) days of sick leave, the balance of which shall be no less than sixty (60) days. Moneys or benefits received under this section shall not be included for the purposes of computing a retirement allowance. RCW 28A.400.210

### **Section 7: Retirement Buy Back or Death Conversion**

- A. In accordance with RCW 28A.400.210 the District hereby adopts a preretirement and a post-retirement medical benefit plan for eligible employees with accumulated sick leave conversion funds.
- B. At the time of separation from Pullman School District employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at the rate equal to one day's current monetary compensation of the employee for each four full days of accrued leave for illness or injury. (RCW 28A.400.210).
- C. The administration of this plan shall be in accordance with RCW 28A.400.210 – Employee attendance incentive program – Remuneration or benefit plan for unused sick leave and WAC 392-136 Finance – Conversion of Accumulated Sick Leave

### **Section 8: Sick Leave Sharing**

- A. The District shall provide employees with access to leave sharing (sick leave bank) in accordance with state law. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive, or foster child.

- B. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out. WAC 392-126-104

### **Section 9: 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.

### **Section 10: Personal Leave**

Each employee shall be entitled to three (3) paid days of personal leave per year. If possible, notice of intent to use this leave shall be given within a minimum of forty-eight (48) hours through the AESOP system. Personal leave may not be used to extend a vacation/break. This leave is presumed to be granted upon request. Such leave shall be non-cumulative.

### **Section 11 – Jury Duty and Court Appearances Leave**

- A. When an employee of the District is absent because of a mandatory court appearance, they shall suffer no loss of income by reason of this service.
- B. A copy of the subpoena or certificate of the clerk of the court shall be filed with the Payroll Office.
- C. Absences for legal action in which the employee is a litigant shall be classed as personal business and a pay deduction will be made or the employee may use personal leave as appropriate for such absence.

### **Section 12: Military Leave**

- A. Employees shall be granted military leaves of absence without pay when required by law to serve in a military force. Years of military leave shall be counted as years of experience for salary and seniority purposes. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.
- B. Military leave of absence is construed as regular service in regard to salary increments. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from employee's assignment for a period not exceeding twenty-one (21) calendar days beginning

October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. The employee shall receive normal district pay, however, there shall be no loss of privileges, vacations or sick leave to which the employer might otherwise be entitled according to RCW 38.40.060.

### **Section 13: Association Leave**

- A. An aggregate of fifteen (15) leave days per year with pay shall be provided to the Association to carryout responsibilities as bargaining agent. The cost of the substitute shall be reimbursed to the District by the Association.
- B. Employees will provide the District with at least twenty-four (24) hours' notice through the AESOP system before taking Association Leave unless circumstances prevent otherwise.
- C. Approval will be granted to allow for more Association leave days necessary for the negotiations' process.

### **Section 14: Leave of Absence**

- A. Leave of absence up to one (1) year without pay may be granted to employees by the Board for personal or professional reasons such as but not limited to recuperation, child rearing, business related to a death in the family, working in a professional related field, study, or travel. Employees will be offered COBRA coverage to extend their benefits during their leave of absence.
- B. Employees shall notify the District in writing on or before March 15 of their intent to return from leave of absence for the following school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District. The Board may extend the Leave of Absence for up to one (1) additional year.

## ARTICLE IX – FISCAL

### **Section 1: Wage Placement Provisions**

- A. Employees shall be paid in accordance with Wage Schedule, Appendix A which shall include a cumulative 15% increase in the 2018-2019 school year. The District will apply an additional increase of two percent (2%) or the state allocation, whichever is higher, to the salary schedule in each subsequent year of this agreement.
- B. All wage increases will be retroactive to December 1 for this year of the Agreement.
- C. Employees will be paid at the appropriate level for the hours worked at that level. Special education paraeducators will be paid an additional \$.55 more than general paraeducators.

### **Section 2: Wage Schedule Placement**

- A. Employees will be placed on the wage schedule and paid in accordance with Appendix A.
- B. Individuals who have verified, paraprofessional or comparable experience outside of the bargaining unit may be credited on a one-for-one basis up to Step 3 for wage schedule purposes.
- C. Employees hired on or before December 31, shall be eligible to move to the next wage schedule step the following year. Employees hired on or after January 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 3: Substitutes**

Substitutes who become a part of the bargaining unit will be paid at a rate that is 90% of the first step of the general paraprofessional rate.

### **Section 4: Extended Hours**

Employees working field or other activity trips shall be paid for all hours on duty including overtime if the extended work hours are greater than forty (40) hours in any given work week. For the purpose of this section, on duty means all working hours assigned by the building principal or program director for supervision of students.

### **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.
- H. If the Office of the Superintendent of Public Instruction or a court of competent jurisdiction notifies the District that it is in violation of the State statute, as a result of over expending funds for employee benefits, such excess shall be reduced on a pro rata basis among all District employees only if a penalty is pending which will result in a decrease of State funds or a penalty against the Board or its officers.

## **Section 6: Work Year Calendar**

The current calendar is contained in Appendix B. Calendars for subsequent years will be determined by the parties on or before May 1.

## ARTICLE X – GRIEVANCE PROCEDURE

### **Section 1: Definitions**

- A. “Grievant” shall mean an individual, a group of individuals and/or the Association.
- B. A “grievance” shall mean a claim by a grievant that a dispute exists involving interpretation or application of this Agreement.
- 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: Grievance Considerations**

- A. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the time limit is not met by the grievant, the grievance shall be invalid and subject to no further processing.
- B. Any grievance related to the terms of the agreement shall be subject to binding arbitration.
- C. Any grievance related to inconsistent application of Board policy shall be processed only to Step 3.

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

#### Step 1: Informal Communications

The District and Association acknowledge that it is usually most desirable for an employee and immediate supervisor to resolve problems through free and informal communications. The employee shall request a meeting with the supervisor 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. Such meeting shall be held within five (5) days of the request. If no solution is reached at the Informal Meeting, the grievance will be reduced to writing. The following steps shall be followed in the processing of a formal grievance.

#### Step 2: Immediate Supervisor:

- A. Within ten (10) days of the informal meeting, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place with the grievant(s) and/or Association representative(s) within five (5) days after receipt of the grievance.

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 specific provisions of the Agreement allegedly violated
3. The remedy or adjustment sought, and
4. The signature of the aggrieved employee.

C. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. The written response at this step and at all steps thereafter shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance is based,
2. Findings 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/Designee

If the grievance is not resolved at Step 2, or if no decision has been rendered within ten (10) days after the meeting with the supervisor, the grievant may within five (5) days after a decision by the supervisor, whichever is sooner submit a written grievance to the superintendent/designee.

The Superintendent/designee shall arrange for a meeting with the grievant to take place within five (5) days of the receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide a written decision.

#### Step 4: Mediation

If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within ten (10) days after the meeting with the superintendent/designee, the parties may mutually agree to resolve the grievance through mediation by an independent third-party subject to the following guidelines:

1. A mutually agreed upon mediator shall be selected from either PERC, FMCS or another independent source. The grievant, District, Association and Mediator will collaboratively set the timeline and meetings for mediation.
2. Each party shall bear its own costs of mediation except that the fees and charges of the mediator, if any, shall be shared equally by the parties.

3. If no agreement is reached at mediation, the grievance may be appealed to Step 5 – Binding Arbitration.
4. If no settlement is reached at mediation and the grievance is not appealed to Step 5 – Binding Arbitration, the final decision of the Superintendent/designee will stand.

#### Step 5: Binding Arbitration

If no satisfactory settlement is reached at Step 4, the Association may appeal the grievance to either the American Arbitration Association (AAA), the Federal Mediation Conciliation Services (FMCS) or the Public Employees Relations Commission (PERC). If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not previously disclosed to the other party.

The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

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

The arbitrator will be without power or authority to make any decision which violates the terms of this agreement. The arbitrator shall also be without power to add to, subtract from, or alter the terms and conditions of this agreement.

#### **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: Cooperation of the Parties**

The parties shall cooperate in their investigation of any grievance and shall furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

### **Section 7: No Reprisals**

No reprisals of any kind will be taken by the District against any employee because of his or her participation in any grievance.

### **Section 8: Release time**

Should the mutually scheduled processing of any grievance require that an employee(s) be released from his/her assigned duties, he/she shall be released without loss of pay or benefits.

### **Section 9: Personnel Files**

All documents, communications and records, discussions, relating to any grievance shall be held as confidential by all parties. The District Human Resources Department shall file all records pertaining to an employee grievance separate from other personnel records.

### **Section 10: Grievance Form**

The form for filing and processing grievances shall be found in Appendix D.

## ARTICLE XI – DURATION

### **Section 1: Term of Agreement**

This Agreement shall be in full force and effect as of September 1, 2018 and shall continue in effect until August 31, 2021 and shall not be extended orally. This Agreement shall be opened for the purpose of negotiating a successor agreement at least ninety (90) days prior to the termination date.

### **Section 2: Reopeners**

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

- A. This Agreement may be reopened for items affected by new legislation and/or legislative impacts involving wages, hours and working conditions.
- B. All other modifications of this Agreement will be subject to negotiations upon written request and by mutual agreement of the parties.

For the Association

for the District

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Yelonda Wilke, President  
Pullman Paraprofessionals Association

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Robert Maxwell, Superintendent  
Pullman School District

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Date

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Date

## APPENDIX A – WAGE SCHEDULE

### **Paraprofessional 2018-2019 Wage Schedule** (Effective December 1, 2018)

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
General Paraprofessional	\$17.30	\$17.82	\$18.35	\$18.90	\$19.47
Special Education Paraprofessional	\$17.85	\$18.37	\$18.90	\$19.45	\$20.02
Library Paraprofessional	\$19.98	\$20.58	\$21.20	\$21.84	\$22.50
ALE Technician	\$21.01	\$21.64	\$22.29	\$22.96	\$23.65
Certified Occupational Therapy Assistant	\$29.89	\$30.79	\$31.71	\$32.66	\$33.64

## APPENDIX B – CALENDAR

### PULLMAN SCHOOL DISTRICT CALENDAR FOR THE 2018-2019 SCHOOL YEAR

Month	Mon	Tues	Wed	Thurs	Fri	NOTES
August 2018	13	14	15	16	17	August 27 – 28: Professional Development Days (Teachers/Paraprofessionals Only) August 29: First Day of School
	20	21	22	23	24	
	27	28	29	30	31	
September 2018	3	4	5	6	7	September 3: No School – Labor Day September 4: First Day of Kindergarten & PSD Preschool September 19: District / Teacher – Principal Collaboration Day (Noon Dismissal, K-12)
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
October 2018	1	2	3	4	5	October 12: Professional Development Day (Teachers Only) October 17: Building / Teacher – Principal Collaboration Day (Noon Dismissal, K-12) October 22 – October 26: Conference Days: Grades – Preschool & K-8 (No School – PSD Preschool / Noon Dismissal – Grades K-8)
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			
November 2018				1	2	November 12: No School - Veterans Day November 21 – November 23: No School – Thanksgiving Break
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	
December 2018	3	4	5	6	7	December 5: Building / Teacher – Principal Collaboration Day (Noon Dismissal, K-12)  December 24 – January 4: No School – Winter Break
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					
January 2019		1	2	3	4	January 18: Professional Development Day (Teachers Only) January 21: No School – Martin Luther King, Jr. Day January 22: PHS 2nd Semester Starts January 30: District / Teacher – Principal Collaboration Day (Noon Dismissal, K-12)
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		
February 2019					1	February 15 – February 19: No School – Mid-Winter Break (Possible Snow Make-Up Days) February 18: No School – President's Day February 27: Building / Teacher – Principal Collaboration Day (Noon Dismissal, K-12)
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28		
March 2019					1	March 4 – March 8: Conference Days: Grades – Preschool & K-5 (No School – PSD Preschool / Noon Dismissal – Grades K-5) March 15: Professional Development Day (Teachers Only)
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	
April 2019	1	2	3	4	5	April 1 – April 5: No School – Spring Break  April 17: Building / Teacher – Principal Collaboration Day (Noon Dismissal, K-12)
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				
May 2019	6	7	8	9	10	May 15: District / Teacher – Principal Collaboration Day (Noon Dismissal, K-12) May 27: No School – Memorial Day May 30: Last Day of PSD Preschool
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	
June 2019	3	4	5	6	7	To be determined: Pullman High School Graduation June 14: Last Day of School: Grades K-12 – 11:00 AM Dismissal
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	

First and Last Day of School
Professional Development Days (Teachers Only)
Conference Weeks
Holidays: No School

## APPENDIX C – EVALUATION

### **Pullman School District Form**

**5222F**

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\_\_\_\_\_ 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 workload; 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.

Comments:

\_\_\_\_\_ Demonstrates desires 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 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:

\_\_\_\_\_ **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 D- GRIEVANCE FORM

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

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

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Building

**STEP 1**

Informal meeting:                      Yes                      No                      Date Held \_\_\_\_\_

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

Nature of grievance: (Include violations of the Agreement, Board policy, etc. Attach additional information to this form)

Remedy Desired:

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

\_\_\_\_\_  
Association President/Designee Signature

Received by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 1**

Response Received \_\_\_\_\_

**DISPOSITION:**

Settled

**COPY TO:**

Grievant

**STEP 2**

Grievance notification sent \_\_\_\_\_

Withdrawn

Supervisor

Grievance Meeting Held on \_\_\_\_\_

Appealed to Arbitration

Superintendent

Response Received \_\_\_\_\_

Association

**STEP 3**

Grievance notification sent \_\_\_\_\_

Date \_\_\_\_\_

Grievance Meeting Held on \_\_\_\_\_

Response Received \_\_\_\_\_

## APPENDIX E – JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”
2. **REASONABLE RULE OR ORDER:** “Was the Employer’s rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer’s business, and (b) the performance that the Employer might properly expect of the employee?”
3. **INVESTIGATION:** “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”
4. **FAIR INVESTIGATION:** “Was the Employer’s investigation conducted fairly and objectively?”
5. **PROOF:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”
6. **EQUAL TREATMENT:** “Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?”
7. **PENALTY:** “Was the degree of discipline administered by the Employer in a particular case reasonably related to
  - a. the seriousness of the employee’s proven offense, and
  - b. the record of the employee in his service with the Employer?”

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