

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PULLMAN SCHOOL DISTRICT #267

AND THE

PULLMAN BUILDING SECRETARIES

Effective July 1, 2018 – June 30, 2021

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

ARTICLE II – BUSINESS..... 7

 Section 1 – Payroll Deduction of Association Dues 7

 Section 2 – Association Rights 7

 Section 3 – Labor/Management Committee 7

 Section 4 – Management Rights 7

 Section 5 – 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..... 16

 Section 1 – Sick Leave and Family Leave 16

 Section 2 – Emergency Leave 17

 Section 3– Bereavement Leave..... 17

 Section 4 – Jury Duty and Court Appearances 17

Section 5 – Leave of Absence.....	18
Section 6 – Emergency Closing/Late Start Days.....	18
Section 7 – Association Leave.....	18
Section 8 – Family and Medical Leave Act.....	18
Section 9 – Washington State Paid Family and Medical Leave (PFML).....	19
Section 10 – Personal Leave.....	19
ARTICLE V – FISCAL.....	20
Section 1 – Work Day and Work Year.....	20
Section 2 – Overtime.....	20
Section 3 – Holidays.....	21
Section 4 – Vacations.....	22
Section 5 – Insurance Benefits.....	23
Section 6 –Wage Schedule Placement.....	24
Section 7 - Wage Increases.....	24
Section 8 – Optional Hours.....	25
ARTICLE VI – GRIEVANCE PROCEDURE.....	26
Section 1 – Definitions.....	26
Section 2 – Purpose.....	26
Section 3 – Procedure for Processing Grievances.....	26
Section 4 – Jurisdiction of the Arbitrator.....	29
Section 5 – Arbitration Costs.....	29
Section 6 – Time Limits.....	29
Section 7 – Accelerated Grievance Filing.....	29
Section 8 – Reprisals.....	29
Section 10 – Released Time.....	30
Section 11 – Personnel Files.....	30
Section 12 – Supplemental Conditions.....	30
ARTICLE VII – DURATION.....	32
Appendix A – Wage Schedule – 2018-2019.....	33
Appendix B – Evaluation Form.....	34
Appendix C – Grievance Form.....	38
Appendix D – MOU – 2018 Salary Changes.....	40
INDEX.....	41

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 are assigned to school buildings, excluding clerical-aides, building aides, supervisors, confidential employees and all other employees of the employer.
- 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.

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.
- C. 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 – 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 as needed basis.

Section 4 – Management Rights

- A. It is recognized that the Board on behalf of the district, by law, is responsible 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 5 – 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 he/she is 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. Due Process. 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 five (5) 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. Such equal employment opportunity shall be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharge 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.

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 personnel coordinator 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.

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 her/his 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. Probation: A newly hired employee will serve a ninety (90) calendar day probationary period. Job performance review with the building principal 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. 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 her/his last paycheck. Earned vacation may not be taken during probationary period.

Section 7 – Seniority and Layoff/Recall Procedures

A. No employee shall acquire seniority until she/he has 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) she/he shall participate in a drawing by lot to determine her/his 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, noting receipt, if the employee does not respond in two (2) weeks, 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 in accordance with the new start date as determined by Article V, Section 5, G, 7.
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 her/his duties as a result of bodily injury sustained in the course of her/his employment, she/he 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. In no case shall an injured employee's combination of sick leave and worker's compensation exceed the regular salary paid to such employee prior to injury.
- 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 all classified 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 written notice.
- E. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, then the District will consider outside applicants.
- F. 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 her/his principal. Reasonable registration and travel expenses will be paid as authorized by the principal in accordance with District policy.

Section 11 – Medication/Health Services

- 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 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 medications other than oral (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 (Aesop).

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 15th 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 his/her 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 her/his 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. Maternity leave, leave for adoption, and other job protected leave are available as specified by the Family Medical Leave Act (FMLA) of 1993 and in accordance with Pullman School District Policies 5322 and 5329.
- H. Unanticipated sick leave, family leave or emergency leave must be documented in the electronic substitute and leave tracking system on the first day of return from leave.
- I. Leave-sharing. (In accordance with Policy 5328 and 5328P Administrative Procedure.) The District has established a leave-sharing plan in which eligible employees may donate excess leave for use by an employee who is suffering from, or has a relative or household member

suffering from an extraordinary or severe illness, injury, impairment of physical or mental condition.

This program is intended to extend leave benefits to an employee who otherwise would have to take leave without pay or terminate his/her employment with the District.

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.

Section 4 – Jury Duty and Court Appearances

(no deduction from accumulated sick leave).

When an employee of the District is absent from his or her position or because of a mandatory court appearance, she or he 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 she/he is a litigant shall be classed as personal business and a pay deduction will be made or the employee may use leave as appropriate for such absence.

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
3. Request that the absence be charged as a vacation day.

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

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)

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 10 – Personal Leave

(no deduction from accumulated sick 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 principal requires additional hours, the employee currently working in that position will be offered the additional hours at her/his 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. Classified employees working in excess of forty hours per week shall receive time and one-half pay at their hourly rate of pay.

- B. When agreed upon in writing (District Form 5200F), between the employee and supervisor, 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 supervisor. In all cases, compensatory time must be taken in the same fiscal year it was earned. Compensatory time cannot be taken during times that would cause unacceptable disruption of school operations.
- C. All overtime must receive prior authorization from the supervisor.

Section 3 – Holidays

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

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

- B. Eleven-month employees shall have eleven (11) 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. Un-worked Holidays. Eligible employees shall receive pay equal to their normal workday. Employees who are on the active payroll on the holiday and have worked their last scheduled day preceding the holiday and their first scheduled day succeeding the holiday or on an authorized paid leave of absence shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work such days and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.
- E. Worked Holidays. Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus time and one-half for all hours worked on such holidays.

- F. Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.
- G. 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. (Aesop)

- 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 15th day of the month, he/she will accumulate vacation time for that month. If the first day of work is after the 15th day of the month, no vacation time will be accumulated. Likewise, if an employee terminates on or before the 15th of the month, no vacation time will be accumulated for that month. If he/she terminates after the 15th, vacation time will be granted. Earned vacation may not be taken during a probationary period.

- 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.
- 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 –Wage Schedule Placement

- A. Employees of the bargaining unit include Head Secretary at each school site, Associated Student Body Secretary (middle and high schools), and Registrar (high school).
- B. Employees will be placed on the wage schedule and paid in accordance with Appendix A.
- C. 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.
- D. 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.
- E. 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 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 a 1.5% increase in the 2017-18 school year; an additional 2.0% in the 2018-19 school year; and an additional 2.0% in the 2019-20 school year.
- C. Any COLA approved by the State legislature will be passed on to employees beginning with the month the increase is funded by the Legislature to take effect.
- D. 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 principal approval, additional hours may be worked as needed to complete job related activities outside of the employee's regular work year.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. A “grievance” shall mean a claim by a grievant that a dispute exists involving interpretation or application of this Agreement.
- 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 herself/himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to her/him. 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 his/her 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, 2017 to June 30, 2020 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, 2020.

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 13th day of July, 2017, at Pullman, Whitman County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

Signed: Alison Hiett
Representative(s)
Pullman School District Building Secretaries

Signed: Robert Reynolds
Superintendent

Signed: Alison Munch-Rotolo
Pullman School District Board President

APPENDIX A – WAGE SCHEDULE – 2018-2019

**Appendix A
2018-2019 Wage Schedule**

Range	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven
Secretary	\$20.56	\$21.18	\$21.82	\$22.47	\$23.15	\$23.84	\$24.56

Note: Wage Schedules do not reflect any legislative COLA increases which may be granted in addition to the salaries listed above.

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><u>STEP 1</u></p> <p>Response Received _____</p>		<p>COPY TO:</p> <p>Grievant</p> <p>Supervisor</p> <p>Superintendent</p>
<p><u>STEP 2</u></p> <p>Grievance notification sent _____</p> <p>Grievance Meeting Held on _____</p>		

<p>Response Received _____</p> <p><u>STEP 3</u> Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____</p> <p><u>STEP 4</u> Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____</p> <p><u>STEP 5</u> Grievance notification sent _____ Grievance Meeting Held on _____ Response Received _____</p>	<p>DISPOSITION:</p> <p><input type="checkbox"/> Settled</p> <p><input type="checkbox"/> Withdrawn</p> <p><input type="checkbox"/> Appealed to Arbitration</p> <p>Date _____</p>	<p>Association</p>
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APPENDIX D – MOU – 2018 SALARY CHANGES

PULLMAN SCHOOL DISTRICT BOARD OF DIRECTORS

This Memorandum of Understanding is written by and between the Pullman School District #267 and the Pullman School District Secretaries to reflect modifications to wage schedule and duration of the contract. The parties hereby agree to the following amended language:

ARTICLE V – FISCAL

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 a 15% increase for the 2018-19 school year. For the 2019-20 and 2020-21 school years, the District will apply two percent (2%) or the state allocation, if higher, to the current salary schedule.
- C. New Appendix A reflects the modified wage schedule.

ARTICLE VII – DURATION

This Agreement shall be in force and effect from July 1, 2018 to June 30, 2021 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, 2021.

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.


For the Association

9-7-18
Date


For the District

9-7-18
Date

INDEX

A		L	
Administration	4	Labor/Management Committee	7
Arbitration	28	Late Start Days	18
Association		Layoff/Recall Procedures.....	11
Dues, Payroll Deduction of	7	Leaves.....	16
Leave	18	Association.....	18
Rights.....	7	Bereavement.....	17
B		Emergency	17
Bereavement Leave	17	Family.....	16
D		Family and Medical Leave Act.....	18
Discipline.....	9	Jury Duty and Court Appearances.....	17
Due Process	9	of Absence	18
Duration of Agreement.....	32	Personal	19
E		Sick	16
Emergency Closing/Late Start Days	18	Lunch and Rest Periods	20
Emergency Leave	17	M	
Employee Protection	13	Management Rights	7
Evaluation		Mediation	28
Employee.....	10	Medication/Health Services	14
Form	34	N	
F		Nondiscrimination	9
Family and Medical Leave Act.....	18	O	
Fiscal	20	Optional Hours	25
Floating Day	22	Overtime	20
G		P	
Grievance Form.....	38	Personal Leave	19
Grievance Procedure	26	Personnel File.....	9
H		Preamble	III
Holidays	21	Probation.....	11
I		Professional Development	14
Individual Rights.....	9	R	
Insurance Benefits	23	Recall Procedures	11
J		S	
Jury Duty and Court Appearances	17	Seniority	4, 11
		Sick Leave and Family Leave.....	16
		T	
		Transfer and Vacancies	13

V

Vacancies13
Vacations22

W

Wage

Increases 24
Schedule..... 33
Schedule Placement..... 24
Work Day..... 20
Work Year..... 20