Collective Bargaining Agreement

Between

Pullman School District No. 267

and

Pullman Classified Educators Association

Representing

The Educational Support Personnel Bargaining Unit

Effective September 1, 2025 to August 31, 2028

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PREAMBLE

This Agreement is made and entered into between Pullman School District Number 267 (hereinafter called the "Board" & "District") and the Pullman Classified Educators Association (ESP)/Washington Education Association/National Education Association (hereinafter called the "PCEA", or the "Association").

In accordance with the provisions of 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 Classified Educators Association affiliated 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.

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 the plural.

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. **"Unit Seniority"** shall mean as the first date on which the employee began continuous daily employment within the bargaining unit, hereinafter called the "unit hire date".

K. **"RCW"** shall mean the Revised Code of Washington.

L. **"WAC"** shall mean Washington Administrative Code.

M. **"PERC"** shall mean the Public Employees Relations Commission.

N. **"Inflationary Increase"** shall mean implicit price deflator (IPD) or as defined by the State Legislature.

O. "**Classification Seniority**" shall mean as the first date on which the employee began continuous daily employment within a classification, hereinafter called the "classification hire date."

P. "**Classification**" shall mean the job classification an employee works within. There are two classifications, Custodial and Central District Office.

Q. "**Worksite**" shall mean the primary location of work for the employee.

Section 2 - Exclusive Recognition

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. Employees not subject to the terms of this agreement include all administrative employees, administrative assistants and other confidential employees.

A. All full-time and regular part-time classified Central District Office employees and custodial employees at Pullman School District; excluding Custodial Services Director, supervisors, confidential employees, and all other employees.

B. Definitions of Employees

1. Regular Employee: Regular employees are employees who are assigned to full-time or part-time positions and have completed their probation period. Regular employees are entitled to all conditions as set forth in this agreement. Regular employees shall include Custodial job categories of Itinerant Custodian, Custodian, Lead I Custodian and Lead II Custodian, and Central District Office categories of Accounting Specialist, Computer Technician I, Computer Technician II, District Office Assistant/CEDARS Administrator, Fiscal Technician, IT Systems Administrator, Program Manager – Curriculum & Assessment, and Program Manager – State & Federal Programs, and such other positions as are deemed necessary by the Superintendent or designee.

2. Probationary Employee: Probationary employees are those hired by the District who have not completed ninety (90) days of continuous employment. Probationary employees shall work under the provisions of this Agreement, but shall be employed on a trial basis, and may be discharged for any reason during the probationary period without further recourse, including recourse to the grievance procedure. If the District is considering dismissal of any employee during the employee's probationary period, the District will follow procedures outlined in Article III, Section 12.B contained herein.

3. Temporary Employee: Temporary employees are those employees hired and assigned to a specific temporary job assignment, including summer work crew. The temporary job employee and assignment shall not exceed sixty (60) consecutive work days (equivalent of no more than 480 hours) or eighty (80) incidental work days (equivalent of no more than 640 hours) in one (1) contract year (September-August), unless the parties mutually agree to an extension. Temporary employees shall be paid per Article VII, Section 1. Temporary employees shall not be covered by any other terms and conditions of this Agreement.

4. Long-term Substitute: A long-term substitute is defined as a substitute employee who works twenty (20) or more consecutive days in the same position. A long-term substitute, when replacing a regular employee on an authorized leave, shall be covered by the following terms and conditions of this Agreement:

    a) Long-term substitute employees shall not accrue seniority. Long-term substitute employees who, during the specific long-term assignment, are later hired as regular employees to the same position held as a long- term substitute employee, may accrue seniority as set forth herein.

    b) The probationary period shall begin on the first day of duty for which the employee is hired as a probationary employee in a regular position.

    c) On the successful completion of the probationary period, seniority will be awarded back to the first day of employment in the long-term substitute assignment, provided the employee has occupied the same position on a continuous basis as a long-term substitute and probationary employee.

5. Casual Substitute: An employee hired by the District to fill in on a day to day basis for regular employees for less than twenty consecutive (20) work days. Casual substitutes, as defined in this paragraph, are not part of the bargaining unit and are not covered by any provisions of this agreement. The rate of pay will be Custodian Step 1 wage in Appendix A.

Section 3 - Job Descriptions

A. Descriptions for all positions subject to this Agreement shall be made available upon request. It is agreed that direct supervision of students shall not be included in the job description.

    1. All job descriptions shall be available for review upon request. 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.

B. When an employee feels that they are being asked to perform duties outside their job description, the employee may discuss the concern with their supervisor. Employees shall have the right to representation by the Association in any discussions with their supervisor. If the employee is still not satisfied, then prior to filing a grievance, the Association may seek to resolve the matter at Labor Management. If the Association chooses to take the matter to Labor Management then the grievance timeline is in abeyance on the issue until the day after the Labor Management meeting is held and there is no resolution.

C. When a job description includes, “Other Duties As Assigned,” such other duties will be reasonably related to the department, intent, role, and responsibilities of the position.

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 - Effective Date

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

Section 6 - 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, 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 7 - Labor/Management Committee

A. The Association will designate a Conference Committee of up to three (3) members who will meet with the Superintendent of the District, or designee, on an as needed basis to discuss appropriate matters. Grievances that have been filed shall not be heard in this setting, however both parties can mutually agree to use this setting to resolve specific concerns.

B. It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are established by RCW 41.56.

Section 8 - Distribution of Agreement

A. Within thirty (30) days after ratification and signing of this Agreement and/or the addendum, the Association shall provide the District with a final proof of the Agreement for electronic distribution. 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.

   The Agreement shall be posted on the Pullman School District website.

B. All individuals making employment application to the District can examine a copy of this Agreement on the district's website. Employees new to the District shall upon employment, be informed of how to access the agreement and may be provided a printed copy of the agreement upon request.

Section 9 - Contracting Out

All work customarily performed by the School District in its own facilities with its own employees shall continue to be performed by them.

A. Custodial Services: Customary custodial services may not be subcontracted, except for temporary emergency situations requiring immediate action to meet established school timelines, avoid damage to facilities or safeguard students/employees.
B. Central District Office Services: Customary office services may not be subcontracted, except when a project is temporary in nature and either beyond the scope of the position or beyond the skill set of the employee and the employee cannot reasonably acquire such skill set in the time necessary to implement the project.
    1. For this subsection, temporary means a project that is one-time, non-reoccurring, and typically less than one month in length.
    2. This restriction on subcontracting work does not prohibit the District from entering into a contract for the purchase of goods or services that includes installation or set-up assistance as part of the purchase.

Section 10 - Management Rights

A. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included, but not limited in these rights, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, means, and personnel by which operations undertaken by the employee in the unit are to be conducted.

B. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

C. It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the District now has or had, whether exercised or not, prior to the signing of this Agreement, are retained by the District except those which are specifically abridged or modified by 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 after serving notice to the Washington Education Association.

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 - Hold Harmless

The Association will defend and hold the District harmless for any allegations, claims, or actions at law involving the District because of the operation of this section. 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 section 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 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 on a monthly basis, in writing of any additions with hire date, or deletions of covered employees.

E. 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.

F. 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 postings and/or correspondence must be nonpolitical as defined by law or the Public Disclosure Commission. The Association acknowledges that District email is subject to public information requests.

G. 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.

H. 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.

ARTICLE III - PERSONNEL

Section 1 - Individual Rights

A. Each employee shall have the right to bring matters of personal concern to the attention of their immediate supervisor.

B. Employees subject to this Agreement have the right to have Association representatives or other persons present at formal discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 2 - 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. RCW 49.60.180.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere. Nonetheless, an employee who believes that they have been discriminated against may file a grievance according to the procedure described in Article VIII of the Agreement. However, no party can advance the grievance beyond Step 4.

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 3 - Personnel File

A. Employees shall, upon request have the right to inspect all contents of their complete personnel file except those contents, which the employee has previously waived the right to inspect. Upon request, a copy, at employee's expense at current reproduction rate, of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. This does not prevent the District from maintaining investigation files, grievance files, or working files as outlined in Section 4.

B. Anyone, at the employee's request, may be present in this review. Upon request, the Human Resources Director shall sign to verify the contents of the file.

C. Derogatory materials about an employee cannot be placed in their personnel file without the employee's knowledge. A copy of all such materials shall be given to the employee. Any derogatory material/complaints not shown to an employee within ten (10) working days may not be used in disciplinary proceedings. Evaluation documents are not to be considered as derogatory material.

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 or the applicable records retention schedule.

Section 4 - Working File

Working files maintained by the employee's supervisor and/or evaluator may be reviewed at any time by the employee. Such files shall not be passed on from one administrator to another nor shall such files follow the employee from one assignment to another. 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 5 - Due Process

A. No employee shall be disciplined without just and sufficient cause, Appendix G. A written explanation of the reason for any disciplinary action will be made available to the employee and the Association. The discipline shall be appropriate to the behavior, which precipitates the action.

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 is present. The employee shall be advised of the right to representation under this provision prior to action being taken.

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.

Section 6 - 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 ten (10) 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 7 - Seniority and Probation

A. Unit Seniority: The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Employment shall be defined as services as an employee within the District. An employee shall not lose their Unit Seniority when they transfer between the Custodial and Central District Office classifications.

B. Classification Seniority: The seniority of an employee within each Classification shall be established as of the date on which the employee began continuous daily employment within the classification (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. An employee shall lose their Classification Seniority when they transfer between the Custodial and Central District Office classifications.

Annually, by November 1, the District shall provide the Association and each of the members of the bargaining unit with a copy of the current Unit and Classification seniority lists. Employees shall have twenty (20) workdays 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.

C. Probation: Probationary employees will serve a ninety (90) calendar day probationary period. An evaluation with the building principal or designated supervisor will be conducted on or before ninety (90) calendar days for all new employees. The new employee, based on an unsatisfactory evaluation, may be released from employment prior to the completion of the ninety (90) calendar day probationary period. At, or prior to, the completion of the ninety (90) calendar day probationary period, the employee will either be:

- removed from probationary status;
- released from employment; or
- given another ninety (90) calendar day probation period to improve job performance.

After a ninety (90) calendar day extension an employee will be:

- removed from probationary status; or
- released from employment.

The seniority rights of an employee shall be lost for the following reasons:

- resignation
- discharge for justifiable cause
- retirement

Seniority rights shall not be lost for the following reasons without limitation:

- time lost by reason of industrial accident, industrial illness, or judicial leave;
- time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- time spent on other authorized leaves; or
- time spent in layoff status as hereinafter provided.

D. Layoff Procedures: Layoff shall be by seniority. No regular employee will be laid off prior to the layoff of all probationary, temporary, or substitute employees as defined in this Agreement. The district shall provide seniority lists as outlined in B. included herein.

Employees laid off will be retained in a recall pool for a period of twenty-four (24) consecutive calendar months. The last employee placed in the recall pool by layoff shall be the first employee rehired, provided that such employee is qualified to perform the duties of the position.

Section 8 - Employee's Supervisor

At the beginning of every school year and no later than the first Friday in September, all employees shall be notified with whom they should communicate regarding absences and leaves, as well as who will be the employee's evaluator.

ARTICLE IV - WORKING CONDITIONS

Section 1 - Hours of Work

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without two (2) workdays' prior notice to the employee. This section does not apply to callback situations.

A. Lunch and Rest Periods:
Lunch and rest periods will follow the Rest Breaks, Meal Periods & Schedules rules as outlined by the Washington Department of Labor & Industries. This provision shall not apply to exempt employees.

1. Custodial Classification: Each employee working more than five hours per day shall be entitled to a minimum thirty (30) minute duty-free meal period. The meal period should be scheduled as near to the middle of the shift as possible and should occur between the second and fifth hour of the shift. The scheduled uninterrupted meal period will be unpaid.

   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. Breaks must occur as close to the midpoint of a work period as possible but no later than three (3) hours after the start of a shift or meal break. Employees must stay on site during a rest period, unless they have permission from their supervisor.

2. Central District Office Classification: Each employee working more than five hours per day shall be entitled to a sixty (60) minute duty-free meal period. The meal period should be scheduled as near to the middle of the shift as possible and should occur between the second and fifth hour of the shift. The scheduled uninterrupted meal period will be unpaid.

   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. Breaks should occur as close to the midpoint of a work period as possible but no later than three (3) hours after the start of a shift or meal break.

3. During an employee's unpaid lunch employees will not be required to be on call, to possess a district issued radio, or to return any phone calls or text messages from any other employees.

4. Employees required to work through their scheduled meal period will be given time to eat as soon as possible at a time agreed upon by the employee and supervisor. In the event the District requires and authorizes an employee to forego a meal period and the employee works the entire shift, including the meal period, the employee shall be compensated for the foregone meal period at overtime rates if such work causes the employee to work more than eight (8) hours during that shift.

Section 2 - Summer Hours

A. One (1) full week after the last day of school, employees may in consultation and agreement with the school principal and/or department supervisor, select a weekly shift of four (4), ten (10) hour days, the regular five (5), eight (8) hour days or combination of days and hours averaging a total of forty (40) hours per week. The full week before the first day of school shall be a regular five (5), eight (8) hour days workweek.

B. Supervisors will consider a request from a member for an exception to the agreed upon schedule. The request will be granted if agreement is reached.

C. Should the district determine a need to have an employee or employees, within a classification, work at a time different than the agreed upon schedule, the district will first seek volunteers from among that classification. If insufficient volunteers agree to work the alternate schedule, the district will assign members to work the different schedule based upon the lowest classification seniority.

D. The two fifteen (15) minute rest breaks and the one thirty (30) minute meal period will be observed for the ten (10) and/or nine (9) hour shifts.

E. This provision shall not apply to exempt employees.

Section 3 - Holidays

A. All employees shall receive the following paid holidays that fall within their work year:

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

B. 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 and if it falls on Sunday, it will be observed the following Monday.

C. 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.

D. Floating Holidays: On the years that there are 261 work days between September 1 and August 31, one day shall be granted so that the work year is only the 260 days for which employees are paid. At the beginning of the school year the payroll officer shall send notice telling employees if they are entitled to a floating holiday. Floating holidays are not cumulative. The floating holiday shall be taken at any time with advanced approval of the supervisor.

Section 4 - Vacations

A. During the first year of employment, twelve-month employees will be granted thirteen (13) days paid vacation (to be prorated if employment is not for a full year). For each succeeding full year of employment, one (1) additional day of vacation will be granted up to a maximum of twenty-four (24) per year.

Years of Completed Service	Vacation Days
0	13
1	14
2	15
3	16
4	17
5	18
6	19
7	20
8	21
9	22
10	23
15	24

B. Vacations will be credited on a pro rata basis (FTE) for any employee who works at least half-time but less than full-time.

C. Vacation days may be taken in hourly increments. Earned vacation may not be taken during a probationary period.

D. The district shall accommodate requests for vacation if possible. If the employee disagrees with their supervisor's denial of a request for vacation, the employee may appeal the decision to the executive director of operations.

E. For purposes of accumulating vacation, a full year of experience will be granted if employment began before March 1. If employment began on or after March 1, no movement will be made on the vacation schedule for that year. Employees may not accumulate more than two (2) year's vacation days.

F. It is the responsibility of the district to process employee's used and accumulated vacation days, personal days, and sick leave.

G. Upon resignation or retirement from the District, employees may cash out unused vacation days at their hourly rate up to thirty (30) days.

H. Vacation/personal leave may not be taken in the first 2 weeks or the last 2 weeks of the school year. Exceptions to these provisions may be made on a first come, first serve basis subject to substitute availability. Employees may request exceptions to this provision through the building/department

supervisor. The Superintendent/designee will have final approval for vacation/personal leave during these times.

The number of individuals who may use vacation leave on any one day will not exceed twenty-five (25%) percent total employees at each building/department on any day. The building/department supervisor will have final approval for vacation leave and may grant exceptions to this provision. Leaves will not be denied unreasonably. Leaves will be approved on a first come, first-serve basis as determined by receipt of the request in the absence management system.

Section 5 - Employee Evaluations

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. Security cameras will not be used in the evaluation process.

D. No employee shall be required to sign a blank or incomplete evaluation form. The evaluation forms, Appendices D, E, and F, shall be the only forms used.

E. An employee receiving an "unacceptable" evaluation will be given a written, specific time schedule, and work improvement tasks to assist in their work performance and a reasonable amount of time to implement specific suggestions for improvement. A reevaluation schedule will be established at the time of the initial evaluation, not to exceed thirty (30) calendar days.

F. The employee may offer written comments to the evaluation.

G. The evaluation contents are not grievable, provided the evaluation procedures have been followed.

Section 6 - Employee Protection

A. The Board shall provide employees with insurance protection covering those employees while acting within the scope of their duties for the School District. Such insurance protection will include Standard Insurance Industry Comprehensive, General Liability Coverage covering injury to persons and property.

B. The District shall provide a safe and healthful working environment for all employees.

C. Whenever an employee is absent from employment and unable to perform their duties as a result of bodily injury sustained in the course of their employment, they will be paid in accordance with the District Workers Compensation Cooperative which is governed by the State Department of Labor and Industries.

D. The employer shall make provisions that supervision of students will not be required of the employee (unless a district, city or state emergency is in effect).

E. The employer shall support employees with respect to the maintenance of order of students in the employee's assigned work area. The District shall take reasonable steps to relieve the employee of responsibilities with respect to students who impede the job of the employee.

Section 7 - District Wide Meetings

Employee staff meetings will be held regularly at the start of every semester at a minimum to share changes in policies and procedures, address safety issues, and provide training. The building administrator/designee will be responsible for coordinating the meetings. Absence from these meetings shall be communicated to the employee's supervisor.

At the beginning of each winter season, the building administrator, executive director of operations, and the building custodial team will meet to review snow removal procedures and protocols, including overtime approval (see Section 10: Snow Removal).

At the beginning of each summer season, no later than one week after the last day of school, a meeting with the building administrator, executive director of operations, and the building custodial team will be held to review summer workload, procedures, and protocols.

Section 8 - Employee Training

A. When a new custodial employee is hired, the building administrator will meet with the building lead and the director of operations to determine a training plan for the new employee. When a new central district office employee is hired, the supervisor or designee will meet with the employee to determine a training plan. Training related to accessing the employee's computer network, e-mail accounts, and district-wide trainings such as Safe Schools, as well as training related to the district's employee record management software, will be coordinated by the district office and will occur no later than the end of the first week of employment. The parties will work together through the Labor/Management Committee to identify training, standards and protocols for all employees.

B. Complete annual online trainings by October 15. Employees who have not completed the required online trainings by October 15 may be subject to disciplinary action. Any disciplinary action will not remove the requirement to complete the mandatory training modules.

C. The district agrees to pay for the trainings required by the district as a condition of employment/position including but not limited to First Aid/CPR trainings.

Section 9 - Equipment

All necessary equipment repairs will be entered into the electronic job tracking system. Equipment needs for a worksite or employee will be brought to the attention of the building administrator or supervisor. No reasonable requests for equipment will be denied.

Section 10 - Snow Removal

Winter events and other emergencies may provide an opportunity for overtime to prepare buildings for students and staff. The district will provide as much advanced notice as possible to employees designated to work overtime. (See Article VII, Section 3: Overtime)

If an employee thinks they need up to an hour of overtime to complete critical or deadline dependent work, then they must first text and/or email their supervisor to seek pre-approval. If the supervisor does not respond to the request within thirty (30) minutes, then the employee's overtime request shall be considered approved, and the employee must then send an email that same day notifying the supervisor of the overtime work and the reason it was necessary.

During winter events and other emergencies that an employee is dealing with, it is recognized that custodial staff may not be able to perform all of their regularly assigned duties.

This provision does not apply to Central District Office employees.

Section 11 - Professional Development

Employees may present to their supervisor an annual plan for professional development. The employee's plan may include attendance at one training, conference, seminar, or similar. The employee's request for training must be aligned with their position, meet the current or expected needs of the district, and be tied to evaluation criteria. The supervisor may refuse an employee's request if it does not meet the needs of the district, or there are budgetary constraints. If a supervisor denies a request, the employee may submit a revised request for a different or lower cost training, including virtual attendance in lieu of physical. Approval for training/professional development shall not be withheld unreasonably or in bad faith.

ARTICLE V - LAYOFF AND RECALL, TRANSFERS, VACANCIES

Section 1 - Layoff and Recall

A. Seniority is defined in Article III Section 7 - Seniority and Probation.

B. Layoffs within a Classification shall be by Classification seniority. No regular employee will be laid off prior to the layoff of all probationary, temporary, or substitute employees as defined in this Agreement. The district shall provide seniority lists as outlined in Article III Section 7, A. included herein.

C. Employees laid off will be retained in a recall pool for a period of twenty-four (24) consecutive calendar months. The last employee placed in the recall pool by layoff shall be the first employee rehired, provided that such employee is qualified to perform the duties of the position.

Section 2 - Transfers and Vacancies

A. Job openings or vacancies shall be posted electronically for a minimum of five (5) days. An email regarding each posting shall concurrently be provided to the Association president.

B. Job openings within the Central District Office Classification shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, the position will be posted for outside applicants. Fiscal Tech and Accounting Specialist roles are excluded from this provision and will be posted internally and externally for five (5) working days.

C. Lead I and Lead II Custodian positions shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5^{th}) day, the position will be posted for outside applicants.

D. Job openings or vacancies for Custodial entry level positions shall be posted both internally and externally for a minimum of five (5) days. Current employees who apply for the open position will be granted an interview. Preference will be given to in-district candidates; however, the District reserves the right to hire the most qualified candidate for the position. Temporary and substitute employees are considered external candidates.

E. The hiring administrator, in consultation with the hiring committee, shall make the final determination regarding the filling of the position based on employee qualifications, experience, seniority and ability to perform the duties of the position. All employees not selected shall receive written notice.

F. An employee may be involuntarily reassigned, within a Classification, after consultation with the employee, the employee's current supervisor, transfer supervisor, and approval of the superintendent/designee. Involuntary transfer will only occur when necessary after seeking volunteers and exploring other reasonable remedies. Involuntary reassignment may be due to, but not limited to, such things as overstaffing at a site or changes in need for custodial services resulting from changes in program or site conditions.

ARTICLE VI - LEAVES

Section 1 - Leave Management

Entering all absences from work in the district's absence management system is the responsibility of the employee. In instances of sick/emergency leave, when an employee is restricted or unable to enter leave in the system, it will be done by an authorized employee.

Section 2 - Sick 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 based upon the employee's FTE. 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 that month. Unused sick leave days may be accumulated up to the maximum allowable by State law.

B. If, upon separation of employment, an employee has used more sick leave than the number of days accumulated, a deduction will be taken from their last paycheck.

C. Physical disablement caused by maternity, childbirth and recovery therefore shall be considered as a form of illness for the purposes of this leave.

D. A physician's signed statement will be required to support an absence of five (5) or more consecutive days. For planned leaves for health reasons, the employee shall notify their supervisor of the dates involved at least five (5) days in advance.

E. 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.

Section 3 - 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. Further, the District shall post as legally required the provisions of the Family and Medical Leave, where it can be readily seen by employees.

Section 4 - Washington State Paid Family and Medical Leave (PFML)

A. Employees may be eligible to receive PFML under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.

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

C. The Washington State Employment Security Department https://esd.wa.gov is responsible for determining whether employees qualify for PFML and are responsible for administering PFML benefits. When an employee is seeking PFML, they will provide notice to the District of the intent to seek PFML. The employee will notify the District when they learn that they have been approved for PFML by the Employment Security Department. The employee will provide the District with documentation received from the Employment Security Department showing the approval of PFML leave. The employee will also provide the District with documentation that establishes the employee's need for leave. Once the employee has provided such documentation, the District will provide the employee unpaid leave consistent with the PFML for which the employee was approved by the Employment Security Department.

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

D. 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 - Adoption Leave

Up to thirty (30) days of accumulated sick leave may be used for adoption, court appearances regarding adoption, paternity and related family adjustment.

Section 6 - Sick Leave Buyback

A. 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

B. 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. A part-time employee's cash-out rate shall be prorated.

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 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.

D. 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 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. An employee who has exhausted their sick leave shall be allowed to apply for shared sick leave and will provide the District with a written estimate of days needed from a medical provider.

C. Upon approval, any employee who has a banked sick leave balance of more than twenty-two (22) days may donate as many days as they wish as long as they maintain a minimum of twenty-two (22) days. These donations must be made in writing and may occur during any time throughout the school year.

D. The value of the leave transferred will be calculated on a day donated and day received basis. Any unused leave donated to this bank will be returned to the original employee who donated it on a prorated basis based on original contribution.

E. 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)

F. Employees using shared leave shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accumulated sick leave. WAC-392-126-085

Section 9 - 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) shall be considered emergency leave.

D. Emergency leave will be deducted from sick leave.

Section 10 - Bereavement Leave

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

Section 11 - Jury Duty and Court Appearances

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

B. A copy of the subpoena or a certificate of the clerk of the court should be filed with the personnel/payroll office.

C. Absence of an employee for a legal action in which they are a litigant shall be classed as personal business and a pay deduction will be made or the employee may use leave as appropriate (i.e. vacation or floating day) 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. 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 1st and ending the following September 30th. The employee shall receive normal District pay, however, there shall be no loss of privileges, vacations or sick leave to which the employee might otherwise be entitled according to RCW 38.40.060.

Section 13 - Emergency Closing Days

Emergency closing days are considered to be regular workdays. Employees who are unable to work during emergency closing days may:

A. Request sick/emergency leave (if appropriate)
B. Request that the absence be charged as a vacation, personal or floating day.

Section 14 - Association Leave

To enhance the working relationship between the District and its employees the District shall allow Association officers and members leave time according to the following criteria:

A. Leave time is to be spent meeting or conferring with District representatives and/or in meetings designed to enhance the working relationships between members of the bargaining unit and the District. Such meetings shall include but not be limited to WEA Representative Assembly, WEA Leadership Conferences and other related meetings.

B. The Association must request leave time for a specified purpose, which is in accordance with 14.A above. The request must be made in writing, stating the individuals involved, to the Superintendent a minimum of three (3) work days before the leave is to take effect. The leave time may not be used for Association business, which is not in accordance with 14.A above.

C. A maximum of fifteen (15) individual days of this leave is available with the cost of a substitute to be reimbursed by the employee or Association prior to taking such leave. Four (4) additional individual days of such leave will be available with the full per diem wage to be reimbursed by the employee or the Association.

D. Approval will be granted to allow for ten (10) additional Association leave days necessary for the negotiations' process.

E. No more than two (2) employees may use this leave on any given school day.

Section 15 - Personal Leave and Discretionary Leave

A. Each employee shall be entitled to two (2) days discretionary leave per year. When used, one day's wages shall be deducted from the employee's pay at the rate of the first step of the salary schedule for that position.

B. Notice of intent to use personal leave or discretionary leave shall be given within a minimum of forty-eight (48) hours if possible. Requests for personal leave or discretionary leave shall be entered into the electronic substitute and leave tracking system. This leave is presumed to be granted upon request.

C. Each September any employee who has completed nine (9) or more years of service with the district as of March 1 of the current calendar year, will receive one (1) personal leave day for that fiscal year. The district will pay the cost of the substitute. Personal leave must be used in the fiscal year in which it is received. Employees will be automatically cashed out of the unused Personal Leave at the employee's per-diem rate with the August pay warrant.

Section 16 - 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 for a period not to exceed one (1) year. The District will determine the terms of the leave.

Section 17 - Custodian Substitute Pool

The district shall attempt to maintain a pool of substitute custodians. If the district is unable to maintain a pool of substitutes and roving custodians whose primary responsibility will be to cover vacancies in the district, then the district will not be able to mandate more than 4 hours a week of overtime per employee.

The parties will work together to find solutions to ensure that custodial absences are adequately covered by the substitute pool or roving custodians.

Section 18 - Compensatory Time Usage

Compensatory time shall be accrued and used as outlined in Article VII, Section 4.

ARTICLE VII - FISCAL

Section 1 - Wages

A. Salaries for employees, subject to this Agreement, during the term of this Agreement, are contained in Appendix A and B. Appendix A shall be the wage schedule for the Custodial job classification and Appendix B shall be the wage schedule for Central District Office job classification.

B. During the duration of this agreement, the wage schedules in Appendix A and Appendix B will be increased as follows:
   a. For the 2025-2026 school year, the District will apply the inflationary factor of 2.5%
   b. For the 2026-2027 school year, the District will apply the inflationary factor plus 0.5%.
   c. For the 2027-2028 school year, the District will apply the inflationary factor plus 0.5%.

C. The wage schedule on Appendix B shall receive an increase between the steps from 4.0% to 4.25% for the 2026-2027 school year. The wage schedule on Appendix B shall receive an increase between the steps from 4.25% to 4.5% for the 2027-2028 school year.

D. Starting in the 2027-2028 school year, a Step 5 will be added to Appendix A with a 4.5% increase between Step 4 and Step 5.

Section 2 - Wage Placement Provisions

A. Employees shall be compensated in accordance with the provisions of this Agreement for all authorized hours worked.

B. Wages for employees, subject to this Agreement, during the term of this Agreement, are contained in Appendices A and B, attached hereto and by this reference incorporated herein.

   1. Wages contained in Appendices A and B shall be for the entire term of this Agreement, subject to the terms and conditions of Article VII, Section 2.

   2. If an employee is required to travel between job sites during their shift in a private vehicle, the District will pay mileage based on the District rate. The time traveling will be considered part of the normal work shift. Technology employees will receive a monthly travel stipend of fifty dollars ($50) in lieu of submitting regular travel reimbursements. All other Central District Office staff will submit a reimbursement for mileage if they travel. Custodians assigned to travel between district buildings will have an option of receiving a monthly travel stipend of twenty ($20) dollars per month or submit a monthly reimbursement form for mileage.

C. Verified experience will be considered for the placement of the employee on the wage schedule when first hired by the District and approved by the Board of Directors.

D. Anyone employed after March 1 shall remain at the same step for the next contract year.

E. If an employee's assignment advances from one level to another for any reason there will be no requirement for a ninety (90) day evaluation in the new position, assuming the employee has previously been evaluated as part of an annual review.

F. An employee assigned to work in a higher classification for twenty (20) or more consecutive days shall receive the higher rate of pay for the entire period of such assigned higher classification work. This section is applicable to absentee fill-in situations only.

Section 3 - Overtime

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

A. All hours 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 40-hour work calculation.

B. Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at one and one-half (1 1/2) times the employee's base pay.

C. The Custodial employee will not be required to remain on the site for longer than 1 hour in the event the scheduled user has not arrived.

D. Employee may elect to take comp time per Section 4 - Compensatory Time.

E. In the event of a district wide or department emergency where employees are required to obtain prior authorization for overtime work, the district shall designate a single individual to authorize the overtime. The employee will document their overtime using a district timeslip and signed off by their building administrator or the individual the district designated to authorize the overtime.

    1. For Central District Office Classification, if an employee thinks they need up to an hour of overtime to complete critical or deadline dependent work, then they must first text and/or email their supervisor to seek pre-approval. If the supervisor does not respond to the request within thirty (30) minutes, then the employee's overtime request shall be considered temporarily approved, and the employee must then send an email that same day notifying the supervisor of the overtime work and the reason it was necessary. The following day, the supervisor will determine whether the overtime was reasonably necessary. If so, the overtime will be approved. If not, the supervisor will work with the employee to adjust their work schedule to avoid overtime pay that week.

F. Employees shall only be required to submit a signed district timeslip to receive payment for overtime. Any additional documentation required by the district for the employee to receive overtime payment shall be submitted by the supervisor or designee.

G. This provision shall not apply to exempt employees.

Section 4 - Compensatory Time

A. Upon pre-approval of their supervisor or designee, an employee may earn/accumulate compensatory time in lieu of overtime pay for hours worked beyond forty (40) hours per week. Compensatory time is defined as compensation of overtime hours through the practice of granting time off within the normal work shift or scheduled workdays in lieu of overtime pay. Compensatory time must be used within 90 days of the date it was accrued or by August 31st, whichever comes first.

B. Compensatory time taken shall be entered in the absence management system and documented on the monthly attendance roster.

C. Any compensatory leave not taken within 90 days of the accrual date will be cashed out and paid at the employee's regular rate in the next pay period.

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.

E. Compensatory time accrued will be submitted monthly, to the Human Resources Department, on a time slip along with the pre-approval documentation. The compensatory hours available for the employee to use will then be added in the absence management system for tracking purposes.

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 - Optional Sick Leave Conversion Program - VEBA

A. In accordance with RCW 28A.400.210 the Pullman School District hereby adopts a pre-retirement and a post-retirement medical benefit plan for eligible employees with accumulated sick leave conversion funds.

B. The provisions of the plan are as follows:

1. Eligible employees: Employees who are eligible to retire at the end of a school year will vote in August to determine participation in the plan. Majority vote will determine participation of all eligible employees.

2. Funding amount: The District will deposit in a VEBA expense trust account 100% of the value of the employee's retirement sick leave buyout conversion. Annual sick leave buyout conversion moneys of the current year are not eligible for the plan.

3. Funding date: Deposits will be made within sixty (60) days after the employee's retirement sick leave buyout conversion.

4. Deposits will be made to the VEBA trust for Washington State School Employees and qualifying medical benefits will be paid to the participating employee and/or to their spouse and/or dependents according to the VEBA III plan.

5. It is understood that all retiring employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If a retiring employee fails to sign and submit such agreement to the District, they will not be permitted to participate in the plan during the term of this Agreement.

6. Termination: In the event this plan is affected by any local, state or federal legal changes, the plan will be suspended until the bargaining teams have met to make a final determination.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - Scope

Grievances arising between the parties with respect to, or application of, the terms and conditions of this Agreement shall be resolved in strict compliance with this Article.

Section 2 - Definitions

A. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

B. A "grievance" shall mean a claim by a grievant that this agreement has been violated. Evaluation may be grieved on basis of process only.

C. "Days" shall mean employee work days, except as otherwise indicated.

D. 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.

E. "Association Representative" shall mean the person(s) appointed to represent the Association during the grievance process.

F. Any grievance related to the terms of the Agreement shall be subject to binding arbitration.

Section 3 - Procedure

Step 1: Informal

Employees shall first discuss the grievance with their immediate supervisor. If such employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) days of the occurrence of the grievance shall be invalid and subject to no further processing. Any grievance, which is not processed to the next level within the timelines stated, shall be invalid and subject to no further processing.

Step 2: Supervisor

If the grievance had not been resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following: (a) the name of the grievant; (b) the facts on which the grievance is based; (c) a reference to the provisions of this Agreement which have been allegedly violated; and (d) the remedy sought. (See Grievance Form, Appendix C)

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the Superintendent. There shall be a meeting between the parties

to discuss the grievance after the submittal. The parties will have ten (10) working days from submission of the written statement of the grievance to resolve it by indicating on the statement of the grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step 3: Superintendent

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days to the District superintendent or the superintendent's designee. There shall be a meeting with the superintendent prior to resolution or disposition. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step 4: School Board

If no settlement had been reached within the ten (10) days referred to in the preceding subsection and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days to the District Board of Directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

Step 5: Binding Arbitration

If no settlement had been reached within the thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Within ten (10) days of the expiration of the thirty (30) day period referenced in the preceding section, the District and the Association shall meet and select an arbitrator. If the parties cannot agree on the arbitrator within five (5) days of the first meeting, the arbitrator shall be selected by the Public Employment Relations Commission upon demand of either party. The decision of the arbitrator shall be final and binding on the parties provided that the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement and the arbitrator shall confine their inquiry and decision to the specific areas of the contract as cited in the grievance form.

Section 4 - No Reprisals

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

Section 5 - Release Time

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

Section 6: 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.

ARTICLE IX - DURATION

Section 1 - Terms of Agreement

This Agreement shall be in force and effect from September 1, 2025 to August 31, 2028 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.

Upon written notice given by the Association to the District beginning April 1, 2027, both parties may mutually agree to reopen the collective bargaining agreement and bargain over non-fiscal items to consolidate the Pullman Classified Educators Association (ESP) and Pullman Classified Educators Association (PARA) into one Collective Bargaining Agreement.

Section 2 - Openers

Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties, except as otherwise provided herein.

In the event the State Legislature passes laws that impact this Agreement and if such laws are also subject to local bargaining, negotiations shall be opened on such matters.

EXECUTION - SIGNATURES

Executed this _____ day of _____ 2025, at Pullman, Whitman County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

For the Association:

_____

Matthew Heiszler, President, Pullman CEA

_____

Adam McPherson, Bargaining Team Member, Pullman CEA

For the District:

_____

Robert Maxwell, Superintendent, Pullman School District

_____

Arron Carter, President, Pullman School District Board of Directors

APPENDIX A - WAGE SCHEDULE

Pullman School District No. 267

Pullman Education Support Personnel (Custodians)

2025-2026 Wage Schedule

Position	Step 1 (Year 1)	Step 2 (Year 2)	Step 3 (Year 3)	Step 4 (Year 4)
Custodian/Itinerant Custodian: Clean and finish designated area, minor repairs, and assist lead custodian (see job description)				
Hourly	$22.81	$23.95	$25.14	$26.40
Lead I Custodian: Clean and finish designated area, minor repairs, direct custodial shift crew, take direction from lead II custodian (see job description)				
Hourly	$24.16	$25.37	$26.64	$27.97
Lead II Custodian: Clean and finish designated area, minor repairs, direct custodial shift crew, take direction from Principal (see job description)				
Hourly	$24.79	$26.03	$27.34	$28.70

Substitute: Hourly Sub Rate = Custodian, Step 1 (Effective April 1, 2014)

APPENDIX B - WAGE SCHEDULE

Pullman Educational Support Personnel (ESP)
2025-2026 Wage Schedule

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Computer Technician 1	$30.08	$31.29	$32.54	$33.84	$35.19
Computer Technician 2	$34.80	$36.19	$37.64	$39.14	$40.71
IT Systems Administrator	$89,562/yr	$93,145/yr	$96,871/yr	$100,746/yr	$104,775/yr
Office Assistant/Clerk	$28.98	$30.14	$31.34	$32.60	$33.90
Fiscal Technician	$31.52	$32.78	$34.09	$35.45	$36.87
Accounting Specialist	$34.80	$36.19	$37.64	$39.14	$40.71
Program Manager - State & Federal Programs	$34.80	$36.19	$37.64	$39.14	$40.71

APPENDIX C - GRIEVANCE FORM

Pullman School District No. 267

DISTRIBUTION OF FORM:
- Association Representative
- Association
- Immediate Supervisor
- Grievant

Form 654

COMPLIANT BY THE AGGRIEVED

(Type or Print)

Aggrieved Person:
Date of Formal Presentation:
School:
Immediate Supervisor:

Statement of the Specific Article, Section, and Subsection of the Contract Allegedly Violated

Statement of Grievance:

Relief Sought:

Signature of Aggrieved: _____

APPENDIX D - CUSTODIAL/MAINTENANCE PERFORMANCE APPRAISAL

(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, equipment required, and responsibilities necessary for effective performance.

Comments:

_____ **Responsibility**
Demonstrates ability to fulfill requirements of position as posted in job description.

Comments:

_____ **Leadership**
Demonstrates ability to lead; delegates work as appropriate; and monitors work of staff.

Comments:

_____ **Equipment and Safety**
Operates equipment in a proper and safe manner; adheres to proper use of safety equipment and techniques.

Comments:

_____ **Quality of Work**
Produces work in an accurate, neat and thorough manner.

Comments

_____ Produces assigned volume of work in a timely manner.

Comments:

_____ **Organization**
Demonstrates ability to organize and prioritize workload; uses discretionary time effectively.

Comments:

_____ Maintains work area in orderly and clean manner.

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.

Comments:

_____ Demonstrates ability to communicate effectively with staff.

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:

_____ **Self Improvement**
Demonstrates desires to refine skills and accept constructive criticism and suggestions.

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 ability to follow through to completion assigned tasks.

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 E - TECHNICIAN PERFORMANCE APPRAISAL

(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, equipment required, and responsibilities necessary for effective performance.

Comments:

____ **Responsibility**

Demonstrates ability to fulfill requirements of position as posted in job description.

Comments:

_____ **Leadership**

Demonstrates ability to lead; delegates work as appropriate; and monitors work of staff.

Comments:

Equipment and Safety

_____ Operates equipment in a proper and safe manner; adheres to proper use of safety equipment and techniques.

Comments:

_____ **Quality of Work**

Produces work in an accurate, neat, and thorough manner.

Comments:

_____ Produces assigned volume of work in a timely manner.

Comments:

_____ **Organization**

Demonstrates ability to organize and prioritize workload; uses discretionary time effectively.

Comments:

_____ Maintains work area in orderly and clean manner.

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.

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:

_____ **Initiative**

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

Comments:

Self Improvement

_____ Demonstrates desires to refine skills and accept constructive criticism and suggestions.

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 ability to follow through to completion of assigned tasks.

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 F - SECRETARIAL/ADMINISTRATIVE ASSISTANT PERFORMANCE APPRAISAL

(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 G - JUST CAUSE

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.

A. NOTICE: "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

B. 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?"

C. 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?"

D. FAIR INVESTIGATION: "Was the Employer's investigation conducted fairly and objectively?"

E. PROOF: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"

F. EQUAL TREATMENT: "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"

G. PENALTY: "Was the degree of discipline administered by the Employer in a particular case reasonably related to

    1. the seriousness of the employee's proven offense, and
    2. the record of the employee in his service with the Employer?"

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