

TECHNOLOGY SERVICES AGREEMENT

By and Between

YAKIMA SCHOOL DISTRICT NO. 7

and

TEAMSTERS LOCAL NO. 760

SEPTEMBER 1, 2022 through AUGUST 31, 2025

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ORIGINAL

TECHNOLOGY SERVICES AGREEMENT

By and Between
YAKIMA SCHOOL DISTRICT NO. 7
and
TEAMSTERS LOCAL NO. 760

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between **YAKIMA SCHOOL DISTRICT NO. 7**, hereinafter referred to as the "District" and **TEAMSTERS LOCAL NO. 760**, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours and the general working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The District recognizes the Union as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time employees and temporary employees as defined by this Agreement in the Technology Services Department of the Yakima School District; excluding supervisors, confidential employees, casual substitutes and all other employees of the Yakima School District.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

The District will make a payroll deduction for Union dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Prior to the beginning of each school year, the Union will give written notice to the District of the dollar amount of dues and assessments required of a Union member. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Union all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

The Union will refund to the District any amounts paid to it in error.

The Union will defend and hold the District harmless against all claims, demands, lawsuits, ordered losses, judgments, etc., that arise out of the District making a good faith effort in the implementation of this Article.

The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new

employee. The presentation shall occur during the new employee orientation provided by the District, or at another time if mutually agreed to by the District and Union. No employee may be mandated to attend the meetings or presentations by the Union. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at another District location, mutually agreed to by the District and Union.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 **Management Rights:** It is understood and agreed that with the exception of the provisions of this collective bargaining agreement, the Board of Directors in the school district retain all rights, powers, functions and authority vested in management by law, custom, practice, in rules and regulations of Federal, State, County, and all other regulatory agencies. Whatever rights the school board has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 **Union Rights:** The Union does not waive any right the Union has under applicable State laws including but not limited to the right to require the District to bargain collectively concerning any subject matter held by State laws to be mandatory or permissive which is not otherwise covered by this Agreement.

4.3 **Employee Rights:**

43.1 It is agreed that the employees of the bargaining unit shall be protected in the exercise of their right to join and assist the Union freely and without fear of penalty or reprisal. Each employee shall have the right to bring matters of job-related concern to the attention of the employee's immediate supervisor. Each employee shall have the right to bring job related matters to the attention of a Union Representative.

43.2 An employee shall be advised of the right to have a representative of the Union during any interview which could result in formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 **Regular Employee:** Regular employees are employees who are assigned to full-time or part-time positions and have completed his/her probation period. Regular employees are entitled to all conditions as set forth in this Agreement.

5.2 **Probationary Employee:** Probationary employees are regular employees who have not completed one (1) full year of continuous employment as a regular employee. 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.

5.3 **Temporary Employee:** Temporary employees include those employees assigned to replace a

regular employee on an authorized leave of absence for the period of the employee's leave or assigned to a temporary position for more than sixty (60) days but not to exceed twelve (12) months. Temporary employees are entitled salary in accordance with the salary schedule and holiday pay, but no other benefits.

5.4 **Casual Employees:** Casual employees are those employees hired by the District to fill in on a day-to-day basis. Casual employees are not part of the bargaining unit and are not covered by this Agreement.

ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until he has become a regular employee. A regular employee is one who has completed one (1) year of service with the District since his first (1st) day of employment within the bargaining unit. A list of Technology Services employees arranged in the order of their seniority shall be given to the Union upon request by the Union by November 1, of each school year. Should more than one (1) employee have the same hire date, the involved employees will draw straws to determine position on the seniority list. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

- 6.2.1 voluntarily leaves the service of the District;
- 6.2.2 is discharged for just cause;
- 6.2.3 is laid off due to lack of work for more than twenty-four (24) consecutive calendar months;
- 6.2.4 is absent from work because of an illness or injury exceeding twelve (12) consecutive calendar months, unless extended by Board action;
- 6.2.5 leaves the bargaining unit to accept a position with the District outside the bargaining unit;
- 6.2.6 failure of an employee to return to work upon recall from an indefinite lay-off within five (5) workdays after receipt of written notice from the district at his last known address appearing on the District's records.

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

6.4 **Lay-off:** Layoff shall be by classification. Classifications for Technology Services employees are as classified in accordance with Appendix A. Subject to the limitation that the employee is qualified to perform the work: In reducing personnel because of lack of work or other legitimate reason, the last employee hired in the Technology Department shall be the first employee laid off.

- 6.4.1 In those layoff situations, where the least senior employee bumps to a lower classification (i.e. bumps to Technology I), said employee will maintain his wage rate, at the time of the bump, until the lower classification wage rate catches up. After the wage parity, the affected employee will be entitled to any subsequent wage increase of the lower classification.

The affected employee would also have first bid back rights should his previous position be reinstated.

6.5 **Recall:** 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.

ARTICLE 7 - PROMOTIONS - POSTING - TRIAL PERIOD

7.1 The term "promotion" shall mean the advancement of an employee to a higher paying assignment of work or the re-assignment of an employee, at the employee's request, to a position the employee considers to be in his interest regardless of the wage rate.

7.2 Notices of opening(s) in positions covered by the Technology Agreement shall be posted at appropriate District locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, job site location, wage rates, and hours of work. Notices of openings shall be posted for ten (10) working days. Any reduction in the number of days a position is posted must be made by mutual agreement with the Union and the Human Resources Director.

7.3 All openings will remain posted for a period of ten (10) workdays and awarded within twenty (20) workdays after the expiration of the original posting. If the District does not intend to fill a vacant position it will notify the Union in writing within twenty (20) workdays. A technology employee who desires to apply for such openings shall submit an application in writing to the Human Resources Department prior to the posted deadline.

7.4 All vacancies or new positions shall be filled on the basis of qualifications for the position. The qualifications of each candidate will be evaluated, and assessments made in the areas of work experience, training, evaluations and/or recommendations, and physical qualifications, appropriate to the vacancy. When qualifications are substantially equal between applicants, the employee with the highest seniority standing will fill the position.

7.5 Nothing herein will preclude the District from making temporary assignments. An employee who is required to work in a higher job classification, for more than one-quarter (1/4) of their definite and regular work day, than that in which he/she is normally employed, will receive the higher classification wage rate for all hours worked in the day(s) in such assignment.

7.6 An employee who has successfully bid a new position opening shall serve a trial period of not more than twenty (20) workdays at the new position. Should the employee fail to satisfactorily perform the duties of the new position as required by the District or should he/she elect to return to the former position, the employee must do so without exception within a twenty (20) workday trial period.

7.7 Employees working under this Agreement shall be given an opportunity to apply for any open position with the District covered under a Teamster agreement.

EMPLOYEE STAFF DEVELOPMENT

7.8 **Employee Staff Development:** The Human Resources Director or designee shall annually work with an Inservice Committee to establish an Inservice training program for all technology employees. The Inservice Committee shall not exceed more than two (2) administrators and two

(2) bargaining unit members. The District shall allocate up to \$10,000 which may be used in combination in any of the following areas.

7.8.1 To provide Inservice training inside and outside of the regular workday, Professional Day(s), and prior to the beginning of the school year. Inservice monies may also be used for activities which would assist the employee in meeting other District requirements for advancement. The parties recognize the opportunity for Inservice inside the workday will be limited.

7.8.2 To reimburse employees for the costs of pre-approved, job-related course work at an accredited institution and for related supplies and materials. The District will provide this payment upon completion of the course provided the course work is completed at grade C or above. Any employee receiving other sources of financial assistance in a course shall not be eligible for reimbursement for the same course. Employees may be reimbursed for more than one course per year, provided dollars are available and, provided pending applicants who have not taken a course within the year are given priority over those wishing to claim reimbursement for more than one course.

7.8.3 To provide travel expenses for employees to attend job-related professional conferences. If a substitute is required, the substitute cost will be paid by staff development funds.

7.8.4 The Committee will annually establish a calendar and a staff development budget utilizing the above funds. Unused funds shall not carry over to the following year.

ARTICLE 8 - DEMOTION - TRANSFER

8.1 **Demotion:** The term “demotion” shall mean the reassignment of an employee (not requested by the employee) from his/her present position to a lower paying position. A written statement setting forth the reasons for such action shall be given the employee at least ten (10) work days prior to the effective date of the action. The employee shall have the right to appeal the “demotion” under Article 19 of this agreement.

8.2 **Transfers:** The term “transfers” shall mean the moving of an employee from one location to another location to avoid cutting the employee’s hours of work or to avoid laying him/her off due to lack of work or for other justifiable reasons. A written statement setting forth the reasons for such action shall be given the employee at least ten (10) work days prior to the effective date of the action.

ARTICLE 9 - DEFINED LEAVES

Upon returning to work, a building attendance form must be signed by the employee for all leave days used.

9.1 **Sick Leave:** Regular employees shall receive sick leave “frontloaded” on an annual basis of twelve (12) working days per year.

9.1.1 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours as set

forth in the employee's contract.

9.1.2 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to illness, injury, or medical treatment related to pregnancy. Sick leave credit may be used on an hour for hour basis.

9.1.3 Employees who are unable to report for work due to an illness or injury must notify the Director of Technology or designee and report the absence through the Automated Attendance Reporting System as soon as possible so that a substitute can be scheduled if necessary. An employee who is absent in excess of five (5) consecutive working days must have such absence verified by a written statement from a physician. Misuse of sick leave can result in disciplinary action.

9.1.4 Sick leave may be taken to care for an employee's sick family members (child, spouse, parent, parent-in-law, grandparents).

9.1.5 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the District. Upon receipt of this benefit by the District, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.

9.1.6 When an employee applies for and is approved for WA PFML, YSD shall pay sick leave to the employee who makes a request for an additional supplemental benefit, to be deducted from the employee's sick leave balance (if available), 2-hours a day sick leave pay to an employee who is utilizing the PFML. The employee shall make a written request for sick leave pay to supplement their PFML benefit. The written notice shall be to the HR Director.

9.1.7 Any unused sick leave allowance in any year shall accumulate year to year.

9.1.8 As long as the Attendance Incentive Program is in effect and law, the provisions of that Law and the Rules and Regulations shall be extended to the employees covered by this labor agreement and further the provisions of that Law shall become part of this labor agreement by this reference.

9.1.9 **Attendance Incentive Program/Sick Leave Buyout:** Upon retirement, as defined by PERS (Public Employees Retirement System) or upon the employee's death, the employee may cash in at the rate of one (1) day per every four (4) days of accumulated sick leave to a maximum of 180 days as stated by Washington State Law. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year on January 1 of each school year or cash in the entire accumulation at retirement. In the event of death, payment shall be made to the employee's estate.

9.1.10 The Yakima School District has adopted the VEBA III Sick Leave conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28a.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights.

Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

9.1.11 **Annual Sick Leave Conversion:** Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as August 31st of each year, not including any front-loaded days.

The language in this agreement assumes the term shall coincide with the employee group's contract year (i.e., September 1st to August 31st).

9.1.12 **Retirement Sick Leave Conversion:** For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

9.1.13 **Sick Leave Pool/Donation/Receipt/Use:**

Donation of Sick Leave

a) An employee with more than thirty (30) days of accumulated sick leave may request to donate a specified amount of sick leave to a designated employee or for use by another eligible employee authorized to receive such sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than sick leave to the sick leave pool. So long as the employee has thirty (30) days of accrued sick leave, the employee may donate up to ten (10) days during any twelve (12) month period. Sick leave shall be donated and received in increments consistent with the District's payroll system. An employee may not donate sick leave days that would result in a reduction of the employee's balance below thirty (30) days. Only sick leave may be donated pursuant to this Section.

b) Donated sick leave shall not be refunded or returned to the donating employee at any time.

c) Donated leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the Payroll Office a written request setting forth the specific number of days donated. This written request shall be time and date stamped by the Payroll Office and forwarded to the Human Resources Department. Donated leave not used during any one school year shall be placed in a pool for the following school year for transfer to eligible employees. The written request shall be made between September 15 to October 15 of each school year, and/or other period of time mutually agreed to by the parties.

d) Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first, prior to reducing the donating employee's current year sick leave benefit for purposes of yearly cash out. Yearly cash out pursuant to Article IX Section 9.1.8 of the

Agreement shall not be affected by a donation of sick leave unless the donation would reduce the accumulated balance of sick leave below sixty (60) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

Receipt of Leave:

a) In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be suffering from an extraordinary, catastrophic or severe illness, injury, impairment, physical or mental condition which has caused, or is likely to cause that employee to take leave without pay or terminate employment with the District. The individual request for donated sick leave should be forwarded to Teamsters Local No.760 and/or designee for evaluation per the agreed upon standards. The request may then be forwarded to the Human Resource Director for the same evaluation, and, if mutually approved, then shall be forwarded to the Payroll Office for implementation.

b) The receiving employee must comply with the provisions of Article IX Section 9.1.3. Employees may be requested to furnish a physician's statement regarding their illness.

c) The receiving employee must have depleted all of the employee's applicable leave balance.

d) The receiving employee may not receive more than ninety (90) days of donated sick leave. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

Use of Donated Leave:

a) The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had been the employee's to begin with. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to this Collective Bargaining Agreement.

b) Requests for donated sick leave shall be made to the Union in writing. Said request shall be forwarded to the Human Resource Director. The District shall review the request and approve or deny said request within five (5) school days of receipt. For the use of donated leave to be in effect in the current payroll period, the request must be received by the Payroll Office prior to payroll cutoff.

c) Temporary or substitute employees are not eligible for receipt of donated sick leave.

92 **Bereavement Leave:** An employee shall be allowed five (5) working days of absence with full pay when arranging for or attending the funeral of a member of the employee's immediate family. Immediate family shall be defined as a wife, husband, child, step-child, live-in foster child, and when an employee has assumed parental status and responsibilities/relationship with another individual (referred to as Loco Parentis), father, mother, step-parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.

9.2.1 In the event of death of an uncle, aunt, nephew or niece, or first cousin of the employee or of his spouse or grandparents of the employee's spouse, and an employee's fiancée, one (1) working day of absence with full pay shall be allowed.

93 **Family Illness:** An employee is entitled to three (3) workdays of leave per year to be used in the event of accident or serious illness of an immediate family member, involving medical attention and/or hospitalization. Unused leave days may accumulate up to a maximum of ten (10) working days which may be used in any-one (1) year. A statement from a doctor may be required whenever these days are used.

94 **Personal Leave:** Employees will be granted, upon request, two (2) days personal leave per year with pay. Unused leave may accumulate up to seven (7) days. The employee shall notify the immediate supervisor at least two (2) days in advance of the leave through the automated Attendance Reporting System. In the event of an emergency, inclement weather, school closure, disaster or similar occurrence, a notice of two (2) days shall not be required.

95 **Childbirth Leave:** In the case of the birth of a child, the parent shall be allowed one (1) work day of absence with full pay. If the employee is scheduled to work a weekend or Holiday shift and the birth occurs, the employee shall be allowed one (1) work day of absence with full pay.

9.5.1 ADOPTION LEAVE: In case of the adoption of a child, the employee shall be allowed one (1) day of absence with pay. The District shall grant up to thirty (30) days of adoption leave, which shall be deducted from the employee's available sick leave, with a physician's statement supporting the leave, as provided under the Washington State Family Leave Act.

96 **Military Leave:** A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

97 **Maternity Leave:** Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines. A woman shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to maternity leave under this Section, a woman shall inform the District in advance of her intention to take leave. The employee shall be granted leave for a reasonable length of time determined by a doctor prior to the birth of the child. The District may require a physician's statement to determine if the employee is unable to work due to her temporary disability. For sick leave benefits to extend beyond the thirtieth (30th) work day beyond the birth of a child, the employee shall have a physician's statement on file in the District's payroll office concerning the health of the employee after the child's birth and an estimate of the approximate date the employee shall be recovered sufficiently to return to work. Within thirty (30) calendar days after the birth of the child the employee will notify the District of her intent to return to work or request additional

maternity leave which may be granted up to six (6) consecutive calendar months, without pay.

98 **Medical Leave:** Leaves of absence for temporary disability (i.e. illness or injury) may be granted by the Board to an employee who has completed his probationary period and who has expended all accrued sick leave benefits; provided however, that medical verification is required. Medical leave shall not exceed one (1) year in duration, unless extended by Board action.

99 **Leaves of Absence:** A leave of absence is an approved absence from employment without pay and without loss of seniority. Upon recommendation of the Superintendent, the Board may grant a leave of absence for a period of up to one (1) year. This period may be extended by mutual agreement between the District and the Union. Such leaves shall be in writing with a copy to the Union.

Anticipated leaves must be requested for each individual school year (September to August). To qualify for continued employment, all employees on authorized leave will be required to give written notice to the Human Resources Department no later than May 1 of their planned date of return to work.

9.10 **Insurance Continuation by Employee:** An employee who is absent from work due to illness or injury shall be responsible for payment of the Health Care benefit insurance premium(s) during those months in which the employee has no compensation owing (i.e. for work performed; for accumulated sick leave and/or in lieu thereof; for accrued vacation time; or insufficient compensation) to qualify as per Article 16, Section 16.1, unless such employee qualifies for District paid medical premium under the Family Medical Leave Act (FMLA).

ARTICLE 10 - JURY DUTY - SUBPOENAED WITNESS

10.1 When a regular employee covered by this Agreement is called for Jury Duty or is subpoenaed as a witness to testify about matters which are job related in any municipal, county, state or federal court, the employee shall advise his supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service.

10.1.1 Special Jury Duty or subpoenaed witness shift starting time shall be 8:00 o'clock a.m. An employee reporting for Jury Duty or subpoenaed as above, and if excused for the balance of that day, shall report as soon as possible to the employee's supervisor for purpose of working the balance of the special jury duty or subpoenaed witness shift.

ARTICLE 11 - VACATIONS

11.1 All regular employees shall accrue and be granted the following vacation benefits upon the completion of:

VACATION SCHEDULE

One (1) to three (3) years of service	Ten (10) days
Four (4) to nine (9) years of service	Fifteen (15) days
Ten (10) years or more of service	Twenty (20) days

Vacation benefit for all 260 day Technology members will be "front loaded" at the beginning of the school year. If an employee separates from employment with the District, any vacation days

that have been used and not earned will be deducted from the balance of the employee's final pay.

11.2 Less than full-time eligible employees vacation pay shall be on a pro-rata basis based upon the employee's assigned hours as set forth in the employee's Terms of Employment form.

11.3 For purposes of computation of vacation time the vacation year commences September 1st of each calendar year.

11.3.1 For purposes of computing years of service to apply to the vacation schedule, those employees hired before October 31st of any school year shall be determined to have one (1) year of service. Those employees hired after October 31st of any school year shall start their first year of service for vacation schedule purposes September 1st following their hire date.

11.4 Vacation shall accrue for eligible employees monthly, commencing September 1, on the following ratio: Vacation days from the schedule divided by twelve (12). The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of employees consistent with the efficient operation of the District's business. Vacation selections, may be made by employees with five (5) days advanced notice and may be approved or declined by the Director of Technology or designee. Employees scheduling vacations must notify the Director of Technology or designee no later than five (5) days prior to the requested vacation day. After approval the employee shall input the vacation through the Automated Attendance Reporting system prior to the requested vacation. Exceptions to the required five (5) day minimum leave request advance notice may be waived by the Director of Technology or designee on a case by case basis and such action shall not establish precedent.

11.5 Annual vacation is accrued on a monthly basis September 1 to August 31st. As of August 31, of each year, no employee shall have unused vacation in excess of ten (10) workdays. In the event an employee is asked to work a scheduled vacation day those hours can be added to the ten (10) day accrual and carried over to the next school year. Employees carrying vacation in excess of ten (10) days shall notify the Human Resource Department and immediately begin making arrangements with the Director of Technology Services for the use of the excess accrual. The carryover above ten (10) days shall be used prior to the following August 31.

ARTICLE 12 - HOLIDAYS

12.1 Eligible employees will observe and be paid for the following recognized holidays, regardless upon which day in the week the holiday should fall:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	Day after Christmas
Labor Day	

12.2 Employees shall not be required to work on the above-mentioned holidays and there shall be no deduction in pay, except as provided in Section 12.4 below.

12.3 When a holiday falls on a Saturday or a Sunday, the District shall have the option of observing

same on the holiday or the Friday before or the Monday following the holiday. The District will post the holiday schedule at least fifteen (15) calendar days prior to the holiday setting forth the day for observing same. A holiday schedule will be published by the District during September of each year.

12.4 An employee who is required to work on one of the recognized holidays shall be paid two (2x) times his normal daily rate.

12.5 An employee shall be eligible for holiday pay if the employee has worked the last scheduled work day immediately preceding the holiday, and the first scheduled work day following the holiday, or is excused (in writing) by management, or is on sick leave due to bona- fide illness or injury or absence.

12.6 Less than full-time eligible employees shall receive holiday pay based upon the employee's assigned hours as set forth in the employee's Terms of Employment form.

12.7 Should the State mandate any additional holidays which are not listed above, the same shall be added and observed. School closure for observation of Treaty Day, on the Friday preceding or following June 9th.

ARTICLE 13 - HOURS OF WORK - OTHER WORK PROVISIONS

13.1 **Work Day, Week & Year:** The regular work week shall consist of forty (40) hours and shall be five (5) consecutive days, Sunday through Saturday. Eight (8) hours shall constitute a day's work to be completed within eight and one-half (8-1/2) consecutive hours. All employees shall be allowed one-half (1/2) hour for lunch. The regular work year shall consist of a maximum of two hundred sixty (260) working/compensated days, employees will schedule to take days off (without pay) at time(s) mutually agreeable with their supervisor.

13.2 Any and all hours worked in excess of eight (8) hours per day or exceeding forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) the employee's regular hourly rate. (Overtime hours will be authorized by the employee's supervisor).

13.3 Any extra services required on Saturday or Sunday or over the regular assigned work week shall be paid for at one and one-half (1-1/2) the employee's regular hourly rate.

13.3.1 **Scheduling:** Except for occasional variations due to circumstances beyond the control of the District, each employee shall be assigned to a definite and regular work week, which shall not be changed without prior notice to the employee of ten (10) work days. The ten (10) day notice may be waived by the employee or may be waived by the District in case of an emergency.

13.3.2 **Telecommuting:** Telecommuting agreements are permitted but must be by mutual agreement between the employee and the Director. This arrangement may be made on a temporary needed basis. The need may be, but is not limited to the following examples: illness, care of a family member recovering from an illness/injury, short term need of the department, a situation which is outside of the typical operational hours but can be handled remotely by the bargaining unit member, etc. Staff approved to telecommute (telecommuters) may work at an alternate location on a pre-approved scheduled basis. The parties recognize that not all members of the bargaining unit may qualify to telecommute based on their specific job and/or skill set. This opportunity is a privilege afforded to the employee who is capable and set up to do so. The District is not responsible for providing equipment, internet or items necessary to

allow the employee to work remotely.

13.4 **Call Out - Call Back:** Each call out and/or call back order by an employee's supervisor shall be paid at the rate of one and one-half (1-1/2) the employee's hourly rate. An employee shall be paid a minimum of two (2) hours for each call out and/or call back, and if worked over two (2) hours, the employee shall be paid one and one-half (1-1/2) for actual hours worked. A call out/call back shall be defined as work ordered by employee's supervisor to remedy problems discovered during a system outage, or other problems occurring outside the normal workday. In the event an employee is called in two (2) hours or less prior to his/her regular shift, he/she shall be allowed to complete his/her regular shift in addition to the time worked preceding his/her regular shift.

13.5 **Meal Periods:** The thirty (30) minute meal period shall be as near to the middle of the work shift as possible. During each four (4) hour shift of an employee's work day, the employee is entitled to one (1) fifteen (15) minute rest period. The fifteen (15) minute rest period shall be taken as near the middle of the four (4) hour shift as possible, and shall be taken at the job site. Rest periods or meal periods missed during the course of the day due to emergency situations shall be made up prior to one (1) hour before the end of the day. Lunch period and rest periods shall not be skipped in order to allow the employee to leave the job site prior to the regular close of the work shift.

ARTICLE 14 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

14.1 See attached Appendix A - Technology Employees. (The above-mentioned appendix is attached hereto and incorporated by this reference.)

ARTICLE 15 - PAY ARRANGEMENTS

15.1 All employees shall be paid monthly, in twelve (12) monthly installments. There shall be no deductions other than required by law or authorized in writing by the employee.

15.2 Payroll warrants shall be automatically deposited to the employee's local bank on the day of the payroll or upon request to the payroll department and following District approval, may direct deposit earnings to any participating financial institution belonging to the Seattle First Bank Automated Clearing House Service used by the District to distribute employee earnings. The District shall furnish each employee with an itemized statement of earnings and deductions specifying wage rate(s), hours worked and other compensation payable to him/her as well as all deductions from gross wages for the pay period.

15.3 The District shall furnish each employee with an itemized statement of earnings and deductions, specifying wage rate(s), hours worked and other compensation payable to the employee, as well as any and all deductions from gross wages for the pay period.

15.4 Upon discharge or resignation, the District shall pay all monies due the employee on the pay day following such resignation or discharge.

15.5 Each employee shall be issued a classified Terms of Employment form within thirty (30) days of completion of bargaining. The Terms of Employment shall list the employee's job title, wages and hours of work.

15.6 **Pay Advancement:** For purposes of computing years of service to apply to the salary schedule, those employees hired before October 31st of any school year shall be determined to have one (1) year of service. Those employees hired after October 31st of any school year shall start their first year of service for salary schedules, purposed September 1st, following their hire date.

15.7 **Overpayments:** In the event an employee is inadvertently overpaid by the District, the parties shall meet and discuss repayment of such amount. If the amount exceeds \$100 the repayment schedule shall be mutually agreeable between the parties and shall not exceed twelve (12) months in duration. If the overpayment amount is less than \$100, the repayment schedule shall be mutually agreeable between the parties and shall not exceed three (3) months. Exceptions shall be made in cases of extraordinary financial hardship.

ARTICLE 16 - GROUP HEALTH CARE BENEFIT PROGRAMS

16.1 The District will contribute the amount allocated by the state and received by the district for medical, dental, vision, Life AD&D and Long-term Disability premiums for each employee being compensated for more than 630 hours per school year.

Effective January 1, 2020, employees will receive medical benefits and HCA carveout (included within the SEBB program) based on more than 630 compensated hours per year.

All employees covered by this Collective Bargaining Agreement will continue to receive the amount allocated by the state and received by the district for medical premiums as a grandfathered benefit for the duration of their employment in their bargaining unit.

16.1.1 **Payment Responsibilities:** In the event required contribution rates of the Health Care Provider exceed the level of funding contributed by the District for medical, dental and vision insurance, the employee will be responsible for payment to fund their portion of the Medical package. The parties agree the District shall reduce the employee's gross pay by any monies necessary to fully fund the medical package after the District's contribution has been made. The Union agrees to hold harmless and indemnify the District for any and all claims made by employees against the District for employee contributions to the medical package. Commencing September 1, 2019, and through the term of the contract, the District will contribute the amount allocated by the state and received by the District for medical premiums for each full-time employee being compensated for more than 630 hours per school year.

16.1.2 On January 1, 2020, the District will contribute any remaining amount of the eighteen thousand dollars (\$18,000.00) per year, which was placed into the pool for distribution during the term of this Agreement shall be used to start the funding of the Western Conference of Teamsters Pension Trust. TA2/13/20 The Union agrees that during the life of this Agreement it will not request any additional benefits for any of the above listed employee health care benefit plans.

16.1.3 The Union agrees to hold harmless and indemnify the District for any and all claims made by employees against the District for medical health care coverage.

16.2 The Retiree carveout was moved into the SEBB benefit beginning January 1, 2020. Further, it is agreed by the parties that, since the full state contribution of nine hundred seventy-three dollars (\$973) for September through November 2019 was not allocated correctly, the District shall equally distribute the difference between the state allocation and the monies that were deposited

in the insurance pool through November 2019 into employee VEBA accounts, an additional three hundred eighty seven dollars and nine cents (\$387.09) per employee.

ARTICLE 17 - RETIREMENT CONTRIBUTION - INDUSTRIAL ACCIDENT INSURANCE - OASI

17.1 The District shall pay into the appropriate employees' retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.

17.2 Effective January 1, 2021 and thru the term of the Agreement, the District shall utilize the (\$18,000.00) funds formally used for benefit pooling per year and pay it out on behalf of all full-time employees in the department, in the employ of the District on September 1st, into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each bargaining unit member.

17.2.1 Effective January 1, 2021, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$.60 per compensable hour.

Western Conference of Teamsters Pension Plan: A preapproved group within the bargaining unit may, during the term of this Agreement, as a whole, elect to increase the contribution to the Western Conference of Teamsters Pension Trust. Contributions shall be by pre-tax, consistent with Federal and State Guidelines, by wage diversion on all Teamsters pension eligible hours compensated and shall be uniform by classification, with the exception of non-bargaining unit work performed.

The bargaining unit voted to participate in the Western Conference of Teamsters Pension Trust and if there is future liability assessed against the District due to a Union proposed withdrawal from the Pension Trust, said liability shall be paid by the bargaining unit members. Compensation pre-tax diversions in effect at the time shall continue until such time each bargaining unit member's proportional share of the withdrawal liability is satisfied.

- a. The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the District on or before the 20th of the month for Teamster pension eligible hours compensated during the preceding month. The District shall abide by reasonable rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit Teamsters employees.
- b. The bargaining unit may, during the term of this Agreement, as a bargaining unit elect to increase the wage diversion amount. If it does, Teamsters 760 and the District will execute a Memorandum of Understanding in a timely manner.
- c. When the Western Conference of Teamsters Pension Plan and the District finalize the pension contributions owed to the Pension Plan after an audit, any overpayment including interest prepaid by the District on behalf of the employees will be reimbursed to the District.

ARTICLE 18 - SALARY ADJUSTMENT FORMULA AND COMPENSATION COMPLIANCE

18.1 Salaries for the employees covered by this Agreement shall be set as contained in Appendix A, unless modified as specified in the Agreement.

18.2 In the event that any provision of this Agreement is found in violation of state law, SPI rules and regulations on salaries, benefits, vacations, holidays, or any other terms of this Agreement, it shall be adjusted by the District to place the District in compliance with state statutes and rules and regulations as promulgated.

18.3 Should any court challenge to the statutes cited above be successful, thus voiding the limitations imposed thereby, the salaries and insurance benefits in this Agreement may be reopened by the mutual consent of the parties.

ARTICLE 19 - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE

19.1 The District may discipline, suspend without pay, or discharge an employee for just cause. An employee suspended without pay or discharged shall be given written notice, with a copy to the Union, of the complaint against him concerning his work or conduct. Such notice shall be given within ten (10) work days of the date of such complaint against his work or conduct or within ten (10) work days from the date such violation became known to the District. Otherwise, such written notice shall be null and void.

19.2 **Progressive Discipline**: Discipline, as used in this Agreement, shall be used in a progressive manner in order to give the employee an opportunity to correct actions which the District deems to be inappropriate, except as provided elsewhere in this section. No employee shall be discharged or suspended without pay unless he has received a prior written warning notice for a similar type of misconduct, provided no such written warning notice shall be necessary if the cause for discharge or suspension without pay is dishonesty, drinking related to his employment, illegal possession and/or use of federally designated drug abuse items, abuse of sick leave or excessive sick leave, or such other misconduct which is so serious in nature as to justify discharge or suspension without pay without a written notice. No such written warning notice shall remain in effect for a period of more than one (1) year. A copy of such written warning notice shall be sent to the Union at the time it is given to the employee.

19.3 An employee may request an investigation of his discharge or suspension or any written warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the District in writing with ten (10) workdays, and if not presented within such period, the right of protest shall be waived.

19.4 The Union shall immediately take this protest up with the District and if it is not resolved within fifteen (15) workdays, the matter may be submitted to arbitration pursuant to the terms of Article 20, of this Agreement.

19.5 The District shall give to a discharged employee a written notice of termination, and at the same time send a copy to the Union.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.1 “Grievance” as used herein shall mean any dispute between the District and its employees and/or Union involving the interpretation or application of the provisions of this Agreement. The Union or District may initiate the grievance procedure and will take up the grievance with the other party within ten (10) work days after the occurrence of the event which gave rise to the grievance, or ten (10) work days from the date such grievance became known to the Union or the District, or said grievance shall be deemed waived.

20.2 **STEP I:** An employee having a concern which he feels could be a grievance shall bring up the matter within ten (10) work days of the concern giving rise to the grievance, or ten (10) work days such matter became known to the employee, or it shall be deemed waived. The employee shall first discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels that it is necessary.

20.3 **STEP II:** If it is determined a grievance does exist and it is not resolved in Step I, and if the moving party elects to proceed with it, then, within ten (10) work days, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Director of Human Resources, the grievant(s) and the Union, within ten (10) work days of the conclusion of Step I. If the grievance is not satisfactorily resolved within an additional ten (10) work days, then,

20.4 **STEP III:** The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within ten (10) workdays, either party shall have the right to submit the dispute or grievance to arbitration.

20.5 **STEP IV:** If the matter is submitted to arbitration, the parties shall select an impartial arbitrator within ten (10) work days after the period upon an arbitrator who is able and willing to serve, either party may, within five (5) work days thereafter, request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within five (5) work days after its receipt, the parties may flip a coin to determine who shall strike the first name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

20.6 The arbitrator shall commence hearings within a reasonable period of time after selection, and shall render an award in writing within thirty (30) calendar days. The award of the arbitrator, together with written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee(s), if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

20.7 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the District and the Union. All other costs and expenses shall be borne by the party incurring them.

20.8 The District and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

21.1 **Union Activity:** No employee shall be discriminated against for acting on a committee of the Union or for upholding Union principles or carrying out instructions of the Union. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.

21.1.1 **Union Access:** Authorized agents of the Union shall have access to the District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no undue interruption of the District's working schedule.

21.2 **Health Certificates** must be properly filed as required by law by all employees. Salary payments under the schedule cannot be made until this certificate is properly filed.

21.2.1 **Required Certifications:** Where required by the District to perform work of the bargaining unit, the District will pay for any required certifications.

21.3 **Medical Exams:** Any physical examination, T.B. skin test, inoculations or X-rays, required by the District, shall be taken on District time and shall be paid by the District, provided said services are by a certified physician or institution. Payment by the District for inoculations shall be made only after applicable insurance coverage has been paid by insurance. The District will provide adequate facilities for a flu shot clinic each year provided it does not unreasonably impact the work day.

21.4 **Gender:** Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

21.5 **Individual Agreements:** The District agrees not to enter into any agreement or contract with his employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendices.

21.6 **No Strike:** There shall be no lockout, strike, interruption of work, slowdown, or other interference with work by any employees or employee representative.

21.7 **Contracting Out:** The District may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement subject to the provisions of R.C.W. 28A.400.285.

21.8 **Liability:** The District agrees to provide insurance coverage on behalf of the employees in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of their employment.

21.9 **Policies & Rules:** The Union recognizes the right of the District to establish reasonable rules as may be necessary, provided that such rules are not in conflict with the terms and conditions of this Agreement. A copy of such rules shall be provided to the Union.

21.10 **Student Supervision:** Employees will not supervise students unless mutually agreed to in writing by the Union and the District.

21.11 **Uniforms:** Employees are responsible for maintaining a neat and clean appearance while working.

ARTICLE 22 - DRUG TESTING PROCEDURE

22.1 **Purpose:** The District has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the District to screen or test employees to determine the presence of alcohol and/or controlled substances.

22.2 Prohibition Regarding Alcohol and/or Controlled Substances.

(a) The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances, (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on District property, in District vehicles, or in personal vehicles while conducting District business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.

(b) Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action which may include discharge.

(c) An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to his/her supervisor.

Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

In the event the employee does notify the District immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the District may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform his/her duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the District to remain off work due to the possible side-effects of over-the-counter or prescription medication(s) he/she may utilize earned, but unused, sick leave benefits in accordance with the District's sick leave policy.

Violation of this section of the Agreement will result in disciplinary action which may include discharge.

22.3 **Current Employee Substance Abuse Testing.** The applicable substance abuse testing procedures outlined below will be initiated if one of the following events occur:

- (a) Management personnel concludes through objective observation, investigation and evaluation, that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
- (b) Where an employee is involved in any accident due to the action, inaction or inattention of the employee;
- (c) Where the District receives reliable information based upon personal knowledge of an individual, such as other employees of the District, the medical community, law enforcement personnel, parents or students of the District, of involvement by the employee with alcohol and/or controlled substances.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the District and the Union.

22.4 **Substance Abuse Testing Procedures.**

- (a) The District will transport the suspected employee to a pre-determined testing facility.
- (b) The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- (c) The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph "(f)" below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. The blood and urine samples will be analyzed by NIDA certified laboratories. The breath sample will be analyzed by certified law enforcement personnel or medical facility.
- (d) Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph "(f)" below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a 24-hour time frame, that action will result in disciplinary measures which

may include discharge.

(e) After collection of the specimens, the employee will be transported to his/her residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated.

(f) All specimens will be forwarded to NIDA certified laboratories for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

Levels. The parties agree to adhere to the Department of Transportation's (DOT) cutoff levels when screening specimens to determine whether the samples are negative for these drugs or classes of drugs:

Substances

- Amphetamine
- Barbiturates
- Benzodiazepines
- Cannabinoids
- Cocaine metabolites
- Methadone
- Methaqualone
- Opiates
- Phencyclidine (PCP)
- Propoxyphene
- ethyl alcohol

The laboratory will communicate the test results to the Director of Human Resources. The Director of Human Resources will evaluate those results, and confer with the Superintendent to determine the District's course of action.

(g) Test results will be stored at Human Resources in a secure file outside the regular personnel files. Access to the file will be extremely restricted only the Superintendent, Assistant Superintendent and Human Resources Director will have access. All records will be treated in the most confidential fashion by the District and the Union. Disclosures, without employee consent, may occur when:

- (1) The information is compelled by law or judicial or administrative process.
- (2) The information has been placed at issue in a formal dispute between the District and the prospective employee.
- (3) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

(h) All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the District.

(i) Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to his/her former position.

(j) Should analysis of the specimens indicate a positive level of a substance in an employee's system, the District will have the following options:

(1) Discharge the employee; or

(90) Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of his/her chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee enrolls in, and successfully completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The District reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from his/her counselor during the entire treatment program. The employee will be reinstated to his/her former position when the following conditions have been met:

- a. The employee has successfully completed the treatment program; and
- b. The attending counselor has formally released the employee to return to work; and
- c. The employee agrees to submit to a substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs, and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

22.5 Self-Recognized Substance Abuse: Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 21.1.3 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 21.1.3 (j) (2) above.

22.6 **Pre-Employment Substance Abuse Testing:** Job announcements will advise job applicants that a pre-employment substance abuse screening policy exists. The parties agree that pre-employment substance abuse testing is a District prerogative and may be performed in any manner as determined by the District.

22.7 **District Conducted Searches:** The District reserves the right to conduct searches of District property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

ARTICLE 23 - NO SMOKING

23.1 No employee may smoke any kind of lighted pipe, cigar, cigarette, or any other lighted, smoking equipment or material or use tobacco products in or on District property.

23.2 Employees who violate this contract provision are subject to the following progressive discipline:

1. **First Violation:** The employees will be requested to cease and desist smoking or use of tobacco products immediately and be given a verbal warning that they are in violation of this Agreement.
2. **Second Violation:** The employees will be requested to cease and desist smoking or use of tobacco products immediately and be given a written reprimand warning that they are in violation of the agreement.
3. **Third Violation:** The employees will be requested to cease and desist smoking or use of tobacco products immediately and be suspended for one (1) day without pay.
4. **Fourth Violation:** The employees will be requested to cease and desist smoking or use of tobacco products immediately and be suspended for one (1) week without pay.
5. **Fifth Violation:** A fifth violation can result in immediate termination.

23.3 The District agrees to pay the cost of assistance in an amount up to one hundred dollars (\$100.00) for each of the two (2) allowable no-smoking clinics. Provided, however, the District shall not pay for more than two (2) attempts by an employee to complete a no-smoking program.

ARTICLE 24 - PERSONNEL FILES

24.1 Employees shall have the right to review material in their personnel files maintained in the District's Personnel Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided by the District.

24.2 The personnel file shall contain all annual evaluation reports that have been completed by an authorized administrator, and such other material that would assist in evaluating the employee. Evaluations for twelve-month employees are to be completed by July 1.

24.3 Materials, including evaluations, judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

24.4 The district will notify an employee, in writing, of any derogatory or negative report that is placed in his file within ten (10) workdays of such action.

24.5 After three (3) years, an employee may have derogatory material other than yearly evaluations expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years, in which case all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file. Decisions on requests to expunge an employee's file at an earlier date shall be made by the Superintendent or his designee.

24.6 When an employee reviews his personnel file, he will sign and date the review only to indicate the incident.

24.7 Other records retained in the Personnel Office and subject to review by the employee upon request include: (1) Employee's application form; (2) Certification records; (3) Payroll information; (4) Routine correspondence; and (5) Evaluation.

ARTICLE 25 - SAVINGS CLAUSE (Conformity to Law)

25.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 26 - TERM OF AGREEMENT

261 This Agreement shall be in full force and effect from September 1, 2022 and shall remain in force and effect through August 31, 2025. Either party may, upon sixty (60) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect for a period of up to one (1) year while the parties negotiate amendments. Such amendments shall be effective September 1, 2025.

262 It is agreed by both parties that for the term of this collective bargaining agreement, the bargaining unit will receive any state funded salary increases and health care benefit increases received by the District from state funds for that purpose.

TEAMSTERS LOCAL No.760

REPRESENTATIVE
FOR TECHNOLOGY:



Leonard J. Crouch, Secretary Treasurer
Teamsters Local 760 5.23.23

YAKIMA SCHOOL DISTRICT No.7 ^{27M}

REPRESENTATIVES
FOR THE DISTRICT:



President, Board of Directors



Attest:
Superintendent & Secretary to the Board

ORIGINAL

APPENDIX "A"
TECHNOLOGY EMPLOYEES

ARTICLE 1.A – JOB DESCRIPTIONS

1.A.1 The district shall establish and provide the Union a copy of job descriptions of the bargaining unit, upon request. Such descriptions shall be provided to the Secretary-Treasurer or his designee.

1.A.2 When the District makes a change in a particular job description, a copy of the new job description shall be provided to the Union and the affected employee before the changes are applied.

1.A.3 The District shall provide the Union notice of a change in a job description and the opportunity to meet, discuss and advise before the changes are implemented. If the Union does not request the opportunity to meet within ten (10) days of the date of the notice, the Union will have waived its right to meet to discuss any change to the new job description.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following salary schedule for Technology employees shall be effective September 1, 2022:

YAKIMA PUBLIC SCHOOLS 2022-25 TECHNOLOGY SALARY SCHEDULE SEPTEMBER 1, 2022								
5.5% (IPD) plus 1%								
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	
TECH 0		\$ 22.45	\$ 23.35	\$ 24.28	\$ 25.26	\$ 26.28	\$ 27.32	
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	
TECH 1		\$24.08	\$24.44	\$24.54	\$25.28	\$27.52	\$29.76	
	STEP	1 yr	2 yrs	3 yrs	5 yrs **	10 yrs	15 yrs	20 yrs
TECH 2		\$31.97	\$32.37	\$33.98	\$34.14	\$34.33	\$34.51	\$35.04
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs
TECH 3		\$34.91	\$36.94	\$39.19	\$39.39	\$39.58	\$39.80	\$40.39

YAKIMA PUBLIC SCHOOLS DRAFT 2022-25 TECHNOLOGY SALARY SCHEDULE SEPTEMBER 1, 2023								
3% or (IPD) if higher								
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	
TECH 0		\$ 22.45	23.35	24.28	25.26	26.28	27.32	
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	
TECH 1		\$24.81	\$25.17	\$25.28	\$26.04	\$28.35	\$30.65	
	STEP	1 yr	2 yrs	3 yrs	5 yrs **	10 yrs	15 yrs	20 yrs
TECH 2		\$32.93	\$33.35	\$35.00	\$35.17	\$35.36	\$35.55	\$36.09
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs
TECH 3		\$35.96	\$38.05	\$40.37	\$40.57	\$40.77	\$40.99	\$41.60

YAKIMA PUBLIC SCHOOLS DRAFT 2022-25 TECHNOLOGY SALARY SCHEDULE SEPTEMBER 1, 2024								
(IPD) based on OSPI publication								
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	
TECH 0		\$ 22.45	\$ 23.35	\$ 24.28	\$ 25.26	\$ 26.28	\$ 27.32	
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	
TECH 1		\$24.81	\$25.17	\$25.28	\$26.04	\$28.35	\$30.65	
	STEP	1 yr	2 yrs	3 yrs	5 yrs **	10 yrs	15 yrs	20 yrs
TECH 2		\$32.93	\$33.35	\$35.00	\$35.17	\$35.36	\$35.55	\$36.09
	STEP	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs
TECH 3		\$35.96	\$38.05	\$40.37	\$40.57	\$40.77	\$40.99	\$41.60

Technology committee as referenced in this Article refers to a committee consisting of two employees appointed by the Union Shop Steward.

Level increase from 1 to 2:

--Level increase shall be based upon a performance-based system, qualifications, and the recommendation of the Technology Committee. The final determination will be made by the Director of Technology and with the recommendation of the Technology Committee. Completion of certification programs or course completion in two of the three departmental areas (Computer Services, Information Services, or Network Services or as the list may evolve with mutual agreement between the Union and District) will be considered, but not the only factor, in evaluating the employee's application for level increase from Tech 1 to Tech 2 Step 1. Individuals granted this level advancement will be assigned the Tech 2 job description.

- Employees with 3 years of service at Tech 1 shall be granted an annual opportunity to increase from Level 1 to Level 2 on their eligibility date if the employee has not received a deficient annual evaluation within the last three years. This requirement, with the recommendation from the Technology Committee, may be waived by the Director of Technology if the employee can demonstrate the reasons for deficiency have been corrected.

Promoted employees at all levels will serve a six (6) month trial period after which, should there not be a deficiency in work performance, shall retain their promotion. The decision to demote an employee who is in their "trial period" will be determined by the Technology Director and is not grievable or subject to Article 20: Grievance and Arbitration. Employees receiving a deficient performance review will revert to their former level and step in classification. For purposes of computing years of service to apply to the pay schedule, those employees that advance before October 31st of any school year shall be determined to have one (1) year of service. Those employees that advance after October 31st of any school year shall start their first year of service for pay schedule purposes September 1st following their advancement date.

- Level increase from 2 to 3:

-- Level increase shall be based upon a performance-based system, and qualifications, and the recommendation of the Technology Committee. The final determination will be made by the Director of Technology and with the recommendation of the Technology Committee. Completion of certification programs or course completion in two of the three departmental areas (Computer Services, Information Services, or Network Services or as the list may evolve with mutual agreement between the Union and District) will be considered, but not the only factor, in evaluating the employee's application for level increase from Level Tech 2 level Step to Tech 3 Step 1. Individuals granted this level advancement will be assigned the Tech 3 job description.

- Employees with 2 years of service at Tech 2 shall be granted an annual opportunity to increase from Tech 2 to Tech 3 Step 1 on their eligibility date if the employee has not received a deficient annual evaluation within the last two years. This requirement, with the recommendation from the Technology Committee, may be waived by the Director of Technology if the employee can demonstrate the reasons for deficiency have been corrected.

Promoted employees at all levels will serve a six (6) month trial period after which, should there not be a deficiency in work performance, shall retain their promotion. The decision to demote an employee who is in their "trial period" will be determined by the Technology Director and is not grievable or

subject to Article 20: Grievance and Arbitration. Employees receiving a deficient performance review will revert to their former level and step in classification. For purposes of computing years of service to apply to the pay schedule, those employees that advance before October 31st of any school year shall be determined to have one (1) year of service. Those employees that advance after October 31st of any school year shall start their first year of service for pay schedule purposes September 1st following their advancement date.

