



COLLECTIVE BARGAINING AGREEMENT

Between

YAKIMA PROFESSIONAL TECHNICAL ASSOCIATION

And

YAKIMA SCHOOL DISTRICT NO. 7

YAKIMA, WASHINGTON

September 1, 2021 to August 31, 2025

2021-25 COLLECTIVE BARGAINING AGREEMENT
Between
YAKIMA PROFESSIONAL-TECHNICAL ASSOCIATION
And
YAKIMA SCHOOL DISTRICT NO. 7

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NEW CONTRACT LANGUAGE FOR 2021-25 IS IN BOLD

PREAMBLE

Whereas the parties to this Agreement recognize the vital role of all Association members covered by this bargaining unit who provide smooth operational implementation of the functions of this school system and further assure administrators, teachers, and other employees, students, parents, and the community at large the opportunities to fulfill their goals for providing the best educational programs for all pupils of this school district.

This Agreement is made and entered into by and between the District and the Association for the purpose of bargaining wages, hours and working conditions affecting the employees covered by this Agreement and to effectuate the provisions of the Act and to provide a uniform basis for implementing the Agreement which sets forth prescribed rights of the employees covered by this Agreement.

DEFINITIONS

- A. *District* shall mean the Yakima School District No. 7, County of Yakima, Washington.
- B. *Association* shall mean the YPTA (Yakima Professional-Technical Association, affiliated with the WEA/NEA).
- C. *Parties* shall mean the District and the Association as cosigners of the Agreement.
- D. *Agreement* shall mean the collective bargaining agreement signed by the parties.
- E. *Employee* shall mean a member of the bargaining unit.
- F. *Day* shall mean business day of the District, except during Winter Break and Spring Break.
- G. *Superintendent* shall mean the chief administrator of the District.
- H. *President* shall mean the presiding officer of the Association.
- I. *Contract* shall mean the individual contract issued to each employee.
- J. *Act* shall mean RCW 41.56, the Public Employees' Collective Bargaining Act.
- K. *PERC* shall mean the Public Employment Relations Commission.

ARTICLE I - ADMINISTRATION

1.1 RECOGNITION

- A. The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in paragraphs B. and C. below, excluding any employee whose duties are supervisory or confidential pursuant to the Act.
- B. The bargaining unit to which this Agreement is applicable is as follows: All regular employees performing work as described in paragraph C. below, and employees hired as substitute or temporary employees to work more than twenty (20) consecutive days in the same position or a total of thirty (30) days in a school year.
- C. Professional Technical employees are those employees performing duties which require independent responsibility and specialized education or training in a recognized discipline/skill area. Positions represented are Student Advocate, Eisenhower High School Guidance Specialist, Speech Language Pathologist Assistants, Speech Assistants, Early

Learning Family Support Specialists, Bilingual Assessment Specialists, Migrant Family Support Specialists, Migrant Graduation Specialists, Migrant Home Visitors (Recruiters), Security Monitors, Guidance Specialists, Native American Family Support Specialists, Site Coordinators, Data Collection Specialists, Retention Specialists, Intervention Recruitment Specialists, Production Coordinators, YV Tech Nurse Pro-Techs, Student Retrieval Specialists, Psychologist Interns, Multi-Media Specialists, Classified Licensed Practical Nurse, Classified Registered Nurse Family Support Specialists, Elementary Data Specialists, Professional Development Center Specialists, Medical Science/Nursing Specialists, Private School Specialists, Childcare Coordinators, Health Assistants, High School Case Manager Open Doors-Reengagement Specialists, Sign Language Interpreters/Educational Interpreters, Hearing Interpreter, Social Emotional Multi-Tiered Support Systems (MTSS) Interventionists, Vision Specialists with Braille Certification, and Vision Specialist Intern. Vision Specialist employees must maintain Braille Certification to remain in the bargaining unit. If a Vision Specialist employee's certification lapses, the employee will be maintained in the bargaining unit for the remainder of the current school year. If such employee does not provide documentation to the District that they have renewed Braille Certification by the beginning of the subsequent school year, they will be moved to the Yakima Association of Paraeducators bargaining unit.

If any additional positions are added to the bargaining unit during the duration of this Agreement, the District will inform the Association in writing of the position title and job description at least ten (10) days in advance of posting of the new position. The Association shall have the right to negotiate the wages for the new position as outlined under Article III, Section 3.10.

- D. Should the parties disagree about the recognition of a newly created position, and if after a meeting between all affected bargaining unit presidents within the District, the parties continue to disagree, such objection shall be resolved by filing a Unit Clarification Petition with PERC, and shall not be subject to the grievance procedure Article IX.
- E. Types of Employees: The parties recognize several types of employees. Bargaining unit work shall only be performed on a regular basis by the following types of employees:
 - 1. Regular employees are employees assigned to regular full-time or regular part-time positions.
 - a. Full-time employees are those employees who are employed four (4) or more hours per day.
 - b. Part-time employees are those employees who are employed less than four (4) hours per day.
 - 2. Probationary employees are regular employees who have not completed one (1) calendar year of continuous employment as a regular employee (*from date of hire*). 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. Vision Specialists who transfer into the bargaining unit as a result of their Braille Certification shall not be subject to additional probation. Existing employees of the Yakima School District who are hired into the YPTA bargaining unit shall be subject to the one calendar year probationary period, however, if the employee is not successful in their new position

during the probationary period, the employee may apply and shall be considered for other open positions in the bargaining unit.

If the District is considering dismissal of any employee during the employee's probationary period, the District will meet with the employee. Written notification shall be given prior to the dismissal. The District will inform the Association prior to the dismissal of any employee and will inform the employee that they have the right to Association representation at all meetings related to a prospective dismissal.

3. Temporary employees fall into two (2) sub-types:
 - a. Temporary employees include those employees assigned for a specific period of time, greater than forty-five (45) days but not to exceed nine (9) months, to a temporary position.
 - b. Temporary employees include those employees assigned to replace a regular employee on an authorized leave for the period of the employee's leave.
4. Substitute employees are those employees hired by the District to fill in on a day-to-day basis for regular employees for twenty (20) or more consecutive days in the same position, or thirty (30) days in a school year. Casual substitutes working less than the days set forth in this paragraph are not part of the bargaining unit and are not covered by this Agreement.

F. Employees shall be covered by the terms and conditions of this Agreement as follows:

1. **Regular employees** shall be covered by all terms and conditions of this Agreement.
2. **Probationary Employees:**
 - a. Probationary employees shall receive base salary, insurance benefits, sick leave, and holidays, and shall have the right to become a member of the Association. Probationary employees shall accrue no seniority until the satisfactory completion of the probationary period, at which time seniority shall relate back to the first working day in the regular position.
 - b. Probationary employees shall be notified, in writing, when the probationary period is satisfactorily completed.
 - c. Probationary employees may be terminated without cause and without recourse to the grievance procedure. If the District is considering dismissal of any employee during the employee's probationary period the District will meet with the employee with Association representation. Written notification shall be given to the employee and the Association president prior to the dismissal.
3. **Temporary employees:**
 - a. Temporary employees working less than six (6) months shall receive base salary and shall not be covered by the terms and conditions of this Agreement, except as identified in this sub-Section of the Agreement.
 - b. Temporary employees, filling a leave replacement position or vacancy position of six (6) months or longer shall receive base salary, and shall be covered by all provisions of the Agreement, except those excluded in (c) below and shall **have the right to** become a member of the Association.

- c. Temporary employees shall not accrue seniority. Temporary employees shall not be eligible for transfer, but may apply to bargaining unit positions as outside applicants. The probationary period shall begin on the first day of duty as a regular employee. Upon the successful completion of the probationary period the employee shall be placed on the seniority list as of the hire date as a regular employee.

4. Substitute employees:

Substitute employees shall not be covered by any of the terms of this Agreement, except entry-level placement at the base on the salary schedule.

1.2 STATUS OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the district which shall be contrary to or inconsistent with its terms.
- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce the current employee salaries, employee benefits or other provisions, existing under rules, regulations, policies, resolutions, agreements and practices of the District in effect prior to the effective date of this Agreement.
- C. When a contract between the District and an employee is issued, the contract shall be subject to and consistent with the terms and conditions of this Agreement. If a contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The provisions of this Agreement shall remain in effect until a successor agreement is negotiated and ratified by both parties, or for no more than one (1) year.

1.3 TERMS OF EMPLOYMENT

- A. Employees will be notified by June 15 of the anticipated position for the following year.
- B. The District shall issue Terms of Employment to each employee within thirty (30) days of completion of bargaining. The contracts shall list the employee's job title(s), wages, hours of work, and building assignment(s).

1.4 CONFORMITY TO LAW

- A. 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 an employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.
- B. Upon request of either party, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of any provision found contrary to law within two (2) weeks of receipt of a written copy of such decision or finding.

1.5 DISTRIBUTION OF AGREEMENT

- A. Within sixty (60) days following the ratification and signing of this Agreement by the parties, the District shall print a copy of this Agreement for each member of the Association, plus one (1) copy for each member of the Management Team, and additional copies for new employees.
- B. All individuals making employment applications for bargaining unit positions to the District may read a copy of the Agreement on the YSD Website.
- C. The entire Agreement in effect at the time will be distributed by the Human Resources Department to all newly hired employees.
- D. 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.

1.6 AGREEMENT INTERPRETATION

Upon request by either party, the Association representatives and the District administrators shall meet to discuss problems relating to interpretation or compliance with this Agreement. When a request is made, this meeting shall be held within five (5) days or on a mutually agreed upon date if both parties agree to extend this timeline.

The parties agree to continue the practice of informal problem solving in the spirit of cooperation and compromise. A calendar shall be developed at the beginning of each school year to establish monthly meetings between the association president and/or designee and the superintendent and/or designee. These meetings will be held upon mutually agreed times.

1.7 NO-STRIKE CLAUSE

During the term of this Agreement, neither employees nor the Association shall cause or condone any strike, slow-down, or other work stoppage. The District shall not institute a lockout of employees.

ARTICLE II - BUSINESS

2.1 MANAGEMENT RIGHTS

The Association recognizes the prerogative of the District to operate and manage the District and its affairs in all respects in accordance with the District's lawful powers and legal authority. All lawful powers and legal authority, or other District prerogative not specifically limited by the specific terms and conditions of this agreement shall be administered by the District.

2.2 ASSOCIATION RIGHTS

The Association and its representatives shall for Association business purposes have the following exclusive rights:

- A. The Association has the right to represent the interest of all employees in the unit, and to present its views to the District on matters of concern, either orally or in writing.
- B. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided that no conferences or meetings between employees and the Association representatives shall in any way hamper or obstruct the normal workflow.

- C. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards in the buildings within the District.
- D. The Association shall have the right to utilize all available information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits, register of non-certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings, treasurer's reports, census data, names and addresses of all members of the bargaining unit, salaries paid thereto and educational background, and such other information as shall assist the Association in developing intelligent, accurate, informed and constructive information which may be necessary for the Association to represent employees. The President shall be provided with a list of new hires following each Board meeting.
- E. The Association shall have the right to use District mail service for communication purposes.
- F. The Association shall have the right to use District facilities and equipment, including typewriters, technology (*including computers/email/fax machines*), and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and/or provided that use will not interrupt normal school operations. Any supplies or materials that are used for flyers, newsletters or meeting notices by the Association shall be recorded and paid for by the Association.
- G. The Association shall have the right to use District buildings for meetings, to transact Association business, provided said meetings do not interfere with ordinary school operation and the work day.
- H. Whenever Association representatives are scheduled with District representatives to participate in formal negotiation sessions during the workday the Association representatives shall be released without loss of pay.
- I. Employees requested by the District to participate in any joint meetings shall suffer no loss of pay or benefits.
- J. The President shall be informed of any changes in employment **status (an employee moving in or out of the bargaining unit)** affecting employees **monthly** and shall also be notified of any grievances and disciplinary meetings.
- K. The District shall provide the Association Presidents with the name, building and assignment of any employee(s) new to the District within ten (10) days of their start date.
- L. The Association President or designee will be allowed to meet with each new hire for up to thirty (30) minutes during paid work time to inform the new hire about the exclusive bargaining representative. These meetings can be held with individual or groups of employees and can be held immediately preceding or following the general membership meeting guaranteed in Article VIII, Section 8.1 and at other times during the work year. This time will be arranged as soon as possible after the new hire's start date and no later than ninety (90) days after their start date within the bargaining unit.

2.3 ASSOCIATION MEMBERSHIP/REPRESENTATION FEES

- A. Each regular, probationary and temporary (six months or more) employee who chooses to become a member of the Association shall provide the District with a payroll authorization to deduct said dues and assessment of the Association.

- B. The District shall, upon written authorization from the employee, deduct from the employee's salary, each pay period, the dues required of membership.
- C. The District shall transmit YPTA, WEA and NEA dues, as well as NEA-FCPE and WEA-PAC donations to the entity designated by WEA to administer these funds, in accordance with WEA accounting procedures.
- D. The Association agrees to hold harmless and indemnify the District for any deduction of Association dues.

2.4 ASSOCIATION LEAVE

Local, Regional, State, National Association Leave

Employees shall be released upon the written authorization of the President or designee without loss of pay in conjunction with those duties which cannot be done outside of the normal workday up to forty (40) days. The Association may carry over up to twenty (20) unused days to the subsequent year, at the Association's discretion, with total days not to exceed sixty (60) days per year. The released time is to be arranged with the principal or supervisor. In case a substitute is used, the Association shall pay for the cost of this substitute. **Employee(s) who are unable to attend the Association event for which they were authorized to use Association leave, will be required to use their personal/vacation leave balance. The Association shall notify the District in writing of the employee's absence from the approved Association event. The District shall repopulate the debited Association leave once the personal/vacation leave is deducted from the employees leave balance. Should the employee not have leave balance, the day(s) shall be unpaid.**

ARTICLE III – PERSONNEL

3.1 RIGHTS OF EMPLOYEES

- A. It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association including presentation of the views of the Association to the Board or to any other governmental body, group or individual.
- B. The District shall take whatever action is required or shall refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District or encourage or discourage membership in any employee organization.
- C. Each employee shall have the right to bring matters which they feel violate their rights under this Agreement to the Association representative and/or appropriate officials of the District.
- D. Employees shall have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.
- E. When employees are requested by the District to attend meetings or to participate in activities which take them away from their assigned duties, they shall not suffer any loss of pay.

3.2 NON-DISCRIMINATION

- A. In accordance with District policy and state and federal law, no person or persons, departments or divisions responsible to the District shall discriminate against any employee on the basis of age, race, gender, creed, color, national origin, marital status, handicap disability, families with children, sexual orientation, or membership in, or association with the activities of the Association.
- B. The parties will work together to assure equal employment opportunities to all.
- C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless it adversely affects an employee's ability to perform the employee's job.
- D. Employees filing a claim with an administrative entity or in civil court shall not have access to the grievance procedure for alleged violations of Sections A, B, and/or C. Where both claims arise out of or involve the same facts.

3.3 DUE PROCESS/JUST CAUSE

- A. No employee shall be disciplined (including warnings, reprimands, suspensions, discharges, layoff, terminations or other actions that would adversely affect the employee) without just and sufficient cause. For information regarding the meaning of just cause, see Appendix D.
- B. Notice of such discipline shall be given to the employee with a copy to the Association President by the employer. Every effort shall be made to solve the problem with the employee's immediate supervisor. The President shall be informed of any changes in employment status affecting employees and shall also be notified of any grievances and disciplinary meetings, as required under Article II, Section 2.2 Association Rights.
- C. An employee shall be advised of the right to have present a representative of the Association prior to any formal meeting which may lead to a 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 Association is present. In all instances, the Association President shall receive timely prior notice of any such meeting to allow consultation with the affected employee. The employee will be allowed consultation with the Association Representative at the outset of the meeting. The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee on request.
- D. If the problem has not been solved as stated in Section B above, a written notice of the discipline shall be made to the employee within five (5) working days. This notice shall specify the grounds which form the basis for disciplinary action.
- E. A policy of progressive discipline shall be employed. It shall include, but not be limited to, verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge as a final and last step. Some charges of a serious nature may require omitting some of these steps. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Discipline shall be administered in a confidential manner. The Association must be notified any time an employee is disciplined in writing with a copy of such discipline sent to the President no later than five (5) days after

occurrence. Employees who are terminated shall be given all accrued benefits to the date of termination.

- F. Any complaint made against an employee by any parent, student or other person, that is not called to the attention of the employee within ten (10) days, may not be used as the basis for any disciplinary action against the employee.
- G. Security cameras are intended as security devices for the District to deter potential malicious activities in and around school property. Any employee issue resulting from the use of surveillance cameras shall be handled in accordance with Section 3.3 (Due Process/Just Cause).

3.4 PERSONNEL FILES

- A. An employee, upon request, has the right to inspect all contents of the employee's complete personnel file kept within the District. Employees may schedule this file inspection during their paid work time, provided it does not impact student contact time. Upon request, a copy at District expense 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. Nothing in this section shall limit the right of supervisors or administrators to maintain anecdotal notes, correspondence, or other written materials regarding an employee in a working file which is not considered part of the employee's personnel file. Such file shall be incorporated in the personnel file or purged annually.
- B. The employee may designate a representative to be present with the employee to review the employee's personnel file.
- C. Each employee's personnel file shall contain the evaluation reports.
- D. Information placed in a personnel file shall be filed during the school year in which the precipitating events occurred, unless that information was not known during the school year and was of a serious nature. A copy of any information to be placed in the personnel file shall be given to the employee. The employee has the right to attach a rebuttal statement to any document placed in the file.
- E. No evaluation, correspondence, or other materials making derogatory reference to an employee shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comment.
- F. Derogatory statements from nonprofessional sources shall not be included in an employee's personnel file.
- G. Upon request by the employee, the Superintendent, or official designee, shall sign to verify contents.
- H. Any derogatory material not shown to an employee within ten (10) days after knowledge by the District shall not be the basis for any disciplinary action against such employee nor shall it be used as evidence in any grievance.
- I. After three (3) years from the date of placement in the personnel file, an employee may request that written materials, and/or electronic copies, making derogatory reference to an employee, other than the evaluation, be expunged from the file. If there is no additional evidence of a repetition of conduct of the type referenced in the materials making derogatory reference to an employee, the request to remove the derogatory written materials shall be granted, unless the District is required by law to retain such material.

3.5 STAFF PROTECTION

- A. The District shall add employees as named insureds under the District's existing liability policy, provided that the District shall not be held obligated to assume any costs or judgments held against the employee when such damages are proven to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.
- B. Protection as provided for in this Section shall include protection for employees in the course of employment whether or not they are on District property.
- C. The District provides a variety of insurance coverage for employees while performing their official duties. On request, the District agrees to provide, at the District's Central Office, copies of all insurance policies pertaining to employee coverage for individual members' perusal.
- D. An employee who is threatened with physical harm by any student, person or group while carrying out assigned duties shall immediately notify the principal/supervisor, and if necessary, the appropriate authority of such threatened harm. Immediate steps shall be taken to provide for the employee's safety, including but not limited to allowing the employee to confer with law enforcement during the workday for the purposes of providing a statement, counseling on obtaining a restraining order and/or filing of a claim with Labor and Industries. Precautionary measures for the employee's safety shall be reported to the principal/supervisor at the earliest possible time. If an employee is injured by a student or suffers any injury during the course of the workday resulting in the employee needing to seek medical attention, the employee shall be released from work for the remainder of that day in order to obtain medical attention and shall suffer no loss of pay.
- E. Employees shall not be required to work under unsafe or hazardous conditions. Should the employee become aware of an unsafe or hazardous condition, the employee shall notify the building administrator or designee immediately. No employee shall be required to remain in any building or area that has been evacuated. If there is a pest infestation at a worksite, the District shall take timely and reasonable steps to address the infestation. The process for addressing an infestation starts with notifying the building administrator who will ensure the infestation is remedied promptly in accordance with Chapter 17.21 RCW.
- F. Any employee who believes a safety concern has not been addressed is encouraged to contact their union representative and/or Labor and Industries. The District agrees to work with our labor partners and to comply with correction orders from Labor and Industries.**
- G. The District shall support and assist employees with respect to the maintenance of control and discipline of students during work assignments.
- H. Employees may use such reasonable physical force with a student as is necessary to protect themselves, a fellow employee, a teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property.
- I. All employees shall report any suspected child abuse cases to the employee's administrator or supervisor, and if necessary to comply with state law to Child Protective Services or law enforcement. To the extent that it is legally possible, the District agrees to maintain the anonymity of the employee from the alleged abuser.

- J. District cellular telephones and/or self-protection devices (pepper spray) will be provided, upon request, to all employees who work at off-campus sites and/or work in security positions. At the employee's discretion, they may elect to utilize their personal cell phone for District business, and the District agrees to pay the employee a stipend of \$20.00 per month.
- K. At each site, the supervising administrator, with input from employees, shall develop an emergency response plan that allows for timely emergency and urgent communications.
- L. Costs incurred by an employee due to damage to an employee's personal property during the performance of work duties shall be reimbursed in full by the District upon submission of documentation from the affected employee. The District will reimburse the employee's insurance deductible to a maximum of \$500.00 for damages to an employee's automobile that occurs during the performance of work duties.
- M. In compliance with Board Policy and state and federal laws, the District will fully investigate complaints of sexual harassment within required timelines. The District will notify the employee at the time that a formal or informal complaint is filed of their right to have Association representation present at all meetings regarding complaints. Retaliation against any person who makes a complaint or is a witness in a sexual harassment allegation is prohibited.
- N. If an employee contracts pink eye, head lice, impetigo, hand foot and mouth disease, ringworm, or scabies and the contagious condition is documented in the work place, then the employee shall be released from work for the remainder of the day to seek treatment for the condition. Such employee shall provide a doctor's note to confirm the condition and shall be on paid release time for the remainder of the day.
- O. Each building/worksites shall have communication devices available for check out by employees when needed to perform their duties safely. Such devices shall be in good working order and will allow immediate communication with school administration and the school office.

3.6 DISPENSING/ADMINISTERING MEDICINE

No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so in accordance with Washington State law. Employee shall be protected from liability by the District when following written instructions provided to employees for dispensing or administering medication.

3.7 MEDICAL APPLIANCES

Only employees who are qualified and whose current job duties require handling catheters, respirators, gastric tubes or other medical appliances shall be required to administer such appliances on students.

3.8 INCLEMENT WEATHER/BUILDING CLOSURE

In the event schools are closed due to inclement weather, ice, snow, or other emergencies, employees shall not be required to work. If make-up days are held employees are expected to work those make-up days. In the event make-up days are not scheduled, employees shall suffer no loss of pay or benefits.

Twelve (12) month employees are expected to work their regular contract day if school has been cancelled. Employees are expected to be at work as soon as possible to their normal start time, with an allowance for them to arrive at their worksite in a safe manner if driving conditions are hazardous. If for some reason the classified employee does not work the full day, they will be allowed to make up the lost time, or take the appropriate leave or vacation for the time not worked.

When the start of school is delayed one or two hours for students, employees are expected to be at work at their normal time if it is possible to do so in a safe manner. The time delay is intended to allow time for students and employees to get to school safely under hazardous driving conditions.

3.9 ASSIGNMENT, VACANCIES, AND TRANSFERS

- A. Except as provided in this section, the District shall advertise within the bargaining unit the availability of all positions. A notice of each vacancy shall be sent to all school and project locations. A copy of it shall be posted at the District Office. The President of the Association shall be given an electronic copy of the notice at the time of posting.
- B. When a professional-technical employee applies for a bargaining unit opening in the District, employee(s) who meet the posted qualifications shall be granted the position on the basis of seniority. (See Article V, Section 1)
- C. Additional work assignments within the bargaining unit shall first be offered to current bargaining unit employees within the job site or applicable work team (i.e., security, hearing interpreter, etc.). The most senior qualified applicant shall be offered the assignment. If no employee within the bargaining unit is qualified or able to perform the additional assignment, the District shall follow the District hiring process to fill the additional assignment.
- D. In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the employee meets the qualifications for the job. No such requests shall be denied arbitrarily, capriciously, or without basis in fact and if requested by the employee, reasons for a denial shall be given to the employee in writing, and a copy shall be given to the Association President. No transfer (voluntary or involuntary) will result in a reduced hourly rate of pay for an employee.
- E. In some cases where the District deems it necessary to make staff adjustments to meet the District's needs, the District may involuntarily transfer employees to an existing vacant position in the contract year without posting the open position. Transfers of this nature may involve up to three (3) employees per contract year.
- F. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor. In the event of an involuntary transfer, the District shall provide a written statement to the employee describing the justification for this action. No employee will be involuntarily transferred as a means of discipline.

3.10 JOB DESCRIPTIONS

- A. The District shall establish and provide the Association a copy of job descriptions of the bargaining unit. Such description shall be provided to the President or designee.
- B. When the District makes a change in a particular job description, a copy of the new job description shall be provided to the Association and to the affected employee and the employee's supervisor within thirty (30) days after the change.

- C. The District shall provide the Association notice of a new position and its job description or a change in an existing job description and the opportunity to bargain any change in wage rate. If the Association does not request the opportunity to bargain within ten (10) days of the date of the notice, the Association will have waived its right to bargain any change of wage due to the new job description.

3.11 EMPLOYEE FACILITIES

The District shall provide adequate rest areas, lounges and restrooms for employee use. Employees shall have access to these facilities and shall be issued keys if necessary.

3.12 ADMINISTRATIVE DUTIES

In the absence of a Building Administrator (Principal) or designee, employees shall not be held accountable nor made responsible for the administration or supervision of the building.

3.13 RESIGNATION

In case of employee resignation, a written resignation stating the reason for leaving should be sent to the Human Resources Department. A minimum of two (2) weeks' notice is requested. An employee who resigns will receive their full benefits to the date of resignation.

3.14 NO-SMOKING

- A. 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.
- B. Employees who violate this contract provision are subject to progressive discipline:
- C. The District agrees to pay the cost of assistance in a one time only amount of up to one hundred dollars (\$100.00) for no-smoking clinics, and or to reimburse employees for the cost of smoking cessation aids, upon submission of receipts.

3.15 SECURITY

The district shall require Security Personnel to wear an identification badge and attire which identifies the employee as a security monitor. The District shall provide a badge for each security monitor. At hiring and annually thereafter, the District shall provide each security monitor with a clothing allowance for the employee to purchase attire that identifies the employee as a security monitor. Each security employee shall be provided a communication device in good working order that allows communication with school administration and the school office.

ARTICLE IV - EVALUATIONS

4.1 RESPONSIBILITY

An administrator shall evaluate annually the performance of each employee in his/her current position using the Evaluation Form approved by the District and the Association (Appendix C. Employee Evaluation). Upon request by the employee, additional evaluations may be made.

4.2 THE EVALUATION

The written evaluation shall be discussed in detail with each individual employee. The employee shall have the right to include a written statement or addenda to the evaluation.

4.3 UNSATISFACTORY

All unsatisfactory ratings must be accompanied by an indication of specific weaknesses and a plan for improvement, detailed in writing, must be provided for the employee to improve in the areas of weakness indicated.

4.4 EVALUATION REPORT

A copy of the employee's annual evaluation shall be given to the employee and one copy shall become a part of the employee's personnel file. Annual evaluations shall be completed by June 1 for less than twelve (12) month employees and July 1 for twelve (12) month employees. An employee has the option to review his/her file during normal business hours. The employee may sign the evaluation, but the signature does not necessarily indicate agreement. (Refer to Appendix C – Employee Evaluation Form)

4.5 OBSERVATION

- A. There will be a minimum of one (1) observation for a total of not less than thirty (30) minutes prior to the employee's annual evaluation due date. Observations shall be conducted by the building administrator or administrative designee who writes the evaluation.
- B. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.

ARTICLE V - LAYOFF AND RECALL

5.1 SENIORITY

- A. Seniority shall be defined as the length of continuous service within the District as a regular employee as specified Article I, **Section 1.1 E (1)**. Accumulation of seniority shall begin the first day of recognized continuous service. In the event that more than one employee has the same starting date, position on the seniority list shall be determined by casting lots.
- B. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all district-owned buildings, by September 30 each year, with revisions and updates posted on or before November 15 and March 15 of each year. A copy of the initial seniority list and all revisions and updates will be provided to the Association President at the posting times noted.
- C. The President and Vice President shall have super seniority over all members of the bargaining unit.
- D. The seniority of an employee shall be lost for the following reasons:
 - (a) Resignation
 - (b) Discharge for just cause
 - (c) Retirement
- E. The seniority of an employee shall not be lost for the following reasons:
 - (a) Time lost by reason of industrial accident.
 - (b) Time lost by authorized leaves.
 - (c) Time spent on jury duty.
 - (d) Layoff for a period of two (2) years (see Section 2. Layoff C.)

5.2 LAYOFF

- A. **Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds. The district shall notify the Association President of possible layoffs for the following year no later than June 1st. The District will give notice to the Association President at least two (2) calendar weeks prior to notification of the pending layoff prior to notifying the individual employees. In situations when the layoff occurs during the school year, the District shall give notice to the Association President at least two (2) calendar weeks prior to notification of the pending layoff prior to notifying the individual employees.**
- B. In the event of a necessary reduction in work force, the District shall first lay off probationary employees, the least senior employees by date of hire. The only exceptions to seniority shall be in the case of employees designated with super seniority or who have specialized skills that no senior employee possesses. Special skills are those skills included in the job description. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacancy or newly created position.
- C. Employees on layoff shall retain their seniority and accrued benefits for purposes of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this provision. In order to maintain a position in the layoff pool for the second year, a written letter of intent to remain in the pool must be on file in the Human Resources Department by June 1 preceding the second school year.
- D. Employees on layoff/**leave of absence** shall have the right to purchase all insurance benefits to regular employees for up to eighteen (18) months after layoff by paying the premium **as per SEBB rules for COBRA. For those employees who have worked the qualifying hours for the year and have a continued expectation of employment, the District shall continue with the employer portion of the SEBB payments on the employee's behalf through the rest of the contract year.**

5.3 RECALL

- A. When openings occur, regular employees on the re-employment list will be given the opportunity to fill the open position. They shall be called in reverse order of layoff to a position for which they meet the qualifications as stated in the job description.
- B. Notices of recall shall be sent by certified or registered mail to the last known address as shown on District records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recall employee shall be given three (3) days from receipt of notice, to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the three (3)-day period. Employees may refuse a position and shall maintain their seniority rights; however, an employee who declines recall to perform work for which he/she is qualified which causes no loss of pay shall forfeit his/her seniority rights.
- C. New employees will not be hired until all regular employees temporarily laid off have been given an opportunity to return to work, provided they qualify for the job openings that are available. There may be occasions which will require that a new employee particularly qualified for a skilled trade be hired, rather than recall an employee from the pool **who does not hold those qualifications or skills.**

5.4 LAYOFF BENEFITS

- A. In the event there is a re-employment list, substitutes from the list will be called according to seniority, provided they are qualified.
- B. **All benefits, to which an employee was entitled at the time of layoff, including unused accumulated sick leave, personal leave, and vacation days (providing the employee was not cashed out of personal/vacation days at the time of the layoff) shall be restored to the employee upon their return to active employment.**

ARTICLE VI - INSERVICE

6.1 INSERVICE

The Human Resources Director shall annually work with the Association Inservice Committee to establish an Inservice training program for all Association employees. The District shall annually allocate twenty thousand dollars (\$20,000), which may be used in combination in any of the following areas:

- A. To provide Inservice training inside and outside of the regular workday, Professional Day(s), and prior to the beginning of school. Employees attending Inservice activities will be paid at the regular hourly rate and activities can include instruction/training to enable District employees to become bilingual/biliterate as well as activities which will assist the employee in meeting other District requirements for advancement. The parties recognize opportunity for Inservice inside the workday will be limited. An employee shall be allowed to attend a minimum of one (1) training per school year if approved by the Association Inservice Committee and the process outlined in this Section is followed.
- B. 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 financial assistance for 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. The District may also reimburse employees for the costs of professional development and classes required to maintain certification for their positions. One half of these costs may be paid from the inservice funds and one half may be paid by the District, with the approval of the supervising administrator.
- C. 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.
- D. Employees shall contact the Association Inservice Committee Chairperson with a request for use of inservice funds, in accordance with this Section. Employees shall complete the required District forms and submit them to the Association Inservice Committee Chairperson. Upon approval by the Association Inservice Committee, the completed forms shall be submitted to the Human Resources office for approval by the District.
- E. At the end of each contracted year (August 31) unexpended inservice funds shall be distributed as follows:

- F. All unused Inservice funds shall be carried over annually in the Inservice training fund, up to a maximum of \$40,000, to be used by the bargaining unit. (This paragraph Is the historic language which the parties agree will return to upon the expiration of paragraph G. herein)
- G. Due to the declared state of emergency the 2020/2021 unspent Inservice funds at the start of the 2021 – 2022 school year is \$30,387. With the additional \$20,000 added to Inservice at the start of the year, the balance is \$50,387. The parties agree that due to the lack of training opportunity during the pandemic, the Inservice amount shall be carried over for the duration of the contract. There shall be no cap on Inservice fund carryover with the agreement that Inservice funds shall carry over no more than \$20,000 at the expiration of this agreement, reverting back to the cap of \$40,000 for the start of the new agreement on September 1, 2025. Employees are encouraged to spend training Funds during non-Yakima School District school hours. If not possible employees must receive District approval after the Association Inservice committee has approved the use of training funds. The District shall not unreasonably deny requests.

ARTICLE VII - LEAVES

7.1 SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) work days with pay to be used for absences caused by illness, injury, medical disability (including that caused by childbearing) or poor health. Each employee's portion of unused sick leave allowance shall accumulate from year to year to the number of days in the employee's work year.
- B. Employees hired after September 1 shall be credited with that percentage of twelve days advance sick leave allowance. Sick leave shall be pro-rated accordingly for employees working less than eight (8) hours per day.
- C. The following employees are not covered with sick leave allowance: employees on call and occasional substitutes.
- D. The sick leave allowance for any fiscal year in addition to any sick leave accumulated may be taken at any time during the year.
- E. Any employee entitled to sick leave who is absent in excess of five (5) consecutive days may be asked to verify such absence by written confirmation from a physician.
- F. For each day of absence exceeding the sick leave allowance, one (1) day's pay will be deducted from salary payment.
- G. Sick leave may be taken in one (1) hour allotments when no substitute is required and in full day/half (1/2) day allotments if a substitute is required.
- H. All use of requested leave shall be reported through the automatic attendance reporting system.
- I. An employee may use the employee's accrued sick leave to care for the child or an immediate family member of the employee when the family member's condition of health warrants treatment or supervision.

7.2 SICK LEAVE ACCUMULATION AND CASH OUT

The contracted sick leave for any school year shall be accumulated by the last day of each month according to the following calendar:

September All employee sick leave is updated by up to twelve (12) days to a maximum of one hundred eighty (180) days.

Employees with one hundred eighty (180) days of accumulated sick leave are not credited with sick leave beyond one hundred eighty (180) days.

January Sick leave for employees is reviewed. Employees are given an opportunity to participate in the sick leave buy back incentive program.

February Sick Leave buy back is paid to employees.

March Each employee not granted all or part of twelve (12) days sick leave in September because they were at a maximum is given sick leave hours not front-loaded in September.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a 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 in January of each school year or cash in the entire accumulations at retirement or death. The twelve (12) days available for sick leave cash-out shall be reduced by actual sick leave taken during the prior calendar year.

Upon retirement, as defined by DRS (Department of Retirement System) or upon the employee's death, the employee, or his/her designated beneficiaries, may cash in unused sick leave at the rate of one (1) day per every four (4) days of accumulated sick leave to a maximum of one hundred eighty (180) days as stated by Washington State Law.

7.3 DONATION/RECEIPT OF SICK LEAVE

Donation of Sick Leave

- A. An employee with more than twenty-two (22) days of accumulated sick leave may request to donate a specified amount of sick leave 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 twenty-two (22) days in order to donate sick leave to another employee. An employee eligible to make such a donation of sick leave may request that the District transfer a specified amount of leave to a designated employee including to any **classified** employee in the Yakima School District. Employees may also donate leave to a leave bank without designating a specific employee; this leave shall be banked and transferred to employees eligible to receive sick leave donations. An employee may not donate sick leave days that would result in a reduction of the employee's balance below twenty-two (22) days. Only sick leave may be donated pursuant to this Section.
- B. Donated sick leave shall be donated on an hour for hour basis, irrespective of employees' hourly rate of pay, and shall not be refunded or returned to the donating employee at any time. All unused donated leave shall remain in a pool for employees in the recipient's bargaining unit. The donating employee must donate leave in full day increments.

- C. Donated sick leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the Human Resources Department with a written request setting forth the specific number of days donated. This written request shall be time and date stamped by the District and listed. The first leave donated shall be the first leave transferred to an eligible employee. Donated leave in the sick leave bank not used during any one school year shall remain on the list 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. Yearly cash out pursuant to Article VII, Section 2 of the agreement shall not be affected by a donation 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 eligible to receive leave under one of the following qualifying circumstances, as defined further by state law: The employee (1) is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition, (2) has been called to uniformed service (3) has offered and been asked to volunteer services in response to a declared state of emergency, (4) is a victim of domestic violence, sexual assault or stalking, (5) is sick or temporarily disabled because of pregnancy disability, (6) needs time for parental leave to bond with a newborn, adoptive or foster child, (7) or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical, or mental condition. In order to be eligible to receive donated leave one of the above circumstances must have caused or be likely to cause the employee to take leave without pay or terminate employment with the District. A doctor's note, or notice from the appropriate military, emergency, or law enforcement agency shall be provided that will verify the employee's condition.
- B. The receiving employee must comply with the provisions of Article VII, Section 1.E. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.
- C. The employee **requesting shared** must have depleted all of the employee's sick leave, family illness leave, and personal leave balances, and in the case of 12 month employees, vacation leave must also be depleted.
- D. The receiving employee may not receive more than five hundred twenty two (522) days of donated sick leave, however, the District may authorize the receipt of leave in excess of five hundred twenty two (522) days in extraordinary circumstances. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave. **The shared leave may be taken intermittently consistent with FMLA.**

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 originally been the employee's sick leave and for the purpose as set forth in this Section. The receiving employee may use donated leave in one hour increments.

- B. Requests for donated sick leave shall be made to the Association in writing. The Association shall forward the request to the District for approval. Said request shall be forwarded to the Human Resources Department. The District shall review the request and approve or deny said request within five (5) school days of receipt.
- C. Temporary employees and substitute employees are not eligible for receipt of donated sick leave.

7.4 COORDINATION OF DISABILITY BENEFITS

- A. An employee injured on the job will be compensated by the Self-Insured Workers' Compensation Pool in accordance with their rules and regulations and applicable State law, rules, and regulations.
- B. Employees, when injured on the job may elect to use any accumulated sick leave time to receive their normal salary. Payments from the Self Insured Workers' Compensation Pool must be turned over to the District if the employee elects to use the employee's accumulated leave time. The payments turned over to the District will restore the accumulated leave credits in proportion to the amount of the payment. Sick leave pay shall be integrated with any health and welfare plan, income benefit, or State Workman's Temporary Disability Compensation schedule of benefits, so that the sum of the daily sick leave allowance hereunder, and the aforesaid Health and Welfare Plan, accident and sickness income benefit, or State Disability daily benefits, shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of the employee's accumulated sick leave pay credits.
- C. Whenever an employee is given a permanent and stationary disability rating by a disability board, return to the job must be based on the same medical information which the employee used to obtain the award. Unless these medical facts are carefully considered, subsequent injuries or aggravations of the original injury can occur. If there is a position available, it is the policy of the District that an employee return to duties the employee can perform safely without undue risk or further injury to the employee or other employees.
- D. The medical criteria presented to the disability board by the employee and the employee's doctor shall be obtained and utilized by the District and interpreted in terms of specific job restrictions and limitations. The Superintendent or designee shall then interpret and apply such job restrictions and limitations to the specific physical requirements as to whether or not the employee shall:
 - 1) return to the employee's former position, if possible;
 - 2) transfer to some other position (if available) for which the employee is qualified, based upon physical ability and experience, if possible; or
 - 3) be laid off.

7.5 FAMILY ILLNESS

- A. In the event that an employee has a child with a health condition that requires treatment or supervision, or in the event of a serious health condition or emergency condition of a member of the employee's immediate family (as defined in this section) a maximum of three (3) days of absence with full pay is earned during one (1) school year. Employees may use Family Illness to attend to the needs related to the birth of a child within thirty (30) days of such a birth. This is accumulative up to twelve (12) days. A statement from a doctor may be required whenever these days are used.
- B. Immediate family is defined as being a father, mother, step-parent, sister, brother, wife, husband, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, fiancé, fiancée, grandparent, grandchild, or live in foster child or a more distant relative if living in the same household.
- C. Family illness in excess of the above-designated number of days will be deducted **from any available leave that the employee may have, including sick leave and personal leave (at employee discretion).**

7.6 PARENTING LEAVE/MATERNITY DISABILITIES

Parenting Leave:

- A. In case of the birth of a child, an employee shall be allowed one (1) day of absence with full pay. A parent shall be entitled to take a leave of absence without pay for childbirth or adoption for a length of time and thereafter shall return to the same or a similar position.
- B. To be entitled to parenting leave without pay under this section, a parent shall inform the District in advance of the employee's intention to take leave and the approximate time he/she expects to return to work, and within sixty (60) days after childbirth or adoption shall inform the District when the employee will return to work, with a minimum of ten (10) days' notice.
- C. Parenting leave shall not extend beyond the end of any one (1) school year after the birth of the child or adoption, unless extended by Board action or in a case where the parenting leave begins after March 31, the employee shall have the right to request leave for the next full school year.

Maternity Disabilities:

- A. Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines.
- B. An expectant mother 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.
- C. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, while the employee is on contract, are for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan. The District may require a physician's statement to determine if the employee is unable to work due to her temporary disability.

Maternity Use of Sick Leave:

- A. 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 estimate of the approximate date the employee shall be recovered sufficiently to return to work.
- B. Employees disabled because of pregnancy or childbirth shall be subject to the same terms and conditions concerning the extensions of leave time, the accrual of benefits, and privileges such as seniority and retirement as are applied to other temporary disabilities.

7.7 ADOPTION LEAVE

In case of the adoption of a child, the employee shall be allowed one (1) day of absence with pay. Upon request by the employee, up to thirty (30) additional days shall be granted, to be deducted from sick leave.

7.8 BEREAVEMENT LEAVE

- A. In the event of death in an employee's immediate family as defined in Article VII, Section 7.5 (B), the employee shall be allowed five (5) days with full pay.
- B. In the event of death to an uncle, aunt, first cousin, nephew, niece, or the parent of a shared minor child, or the parent of a shared adult child for whom the employee would be eligible to access FMLA leave for, one (1) day of absence with pay shall be allowed.
- C. Bereavement leave is not accumulative.
- D. An employee shall be granted five (5) days bereavement leave for the death of any person with whom the employee has close emotional ties. Such leave shall be deducted from sick leave or personal leave at the employee's discretion, or if the employee has no leave available, without pay.
- E. All use of requested leave shall be reported through the automatic attendance reporting system.

7.9 PERSONAL LEAVE

Employees will be granted upon request two (2) days personal leave per year with pay. Unused leave may accumulate to seven (7) days. The employee shall notify the immediate supervisor at least two (2) days in advance of the leave. In the event of an emergency, a notice of two (2) days shall not be required.

Employees with an accrued balance of five (5) personal leave days as of the last day of school, may cash out up to three (3) days per year of unused personal leave days, at the cost of the employee's hourly rate of pay, if requested by July 1 of each year. In addition, any days that accrue above the seven (7) day accumulation limit shall be automatically cashed out and paid in the October paycheck. In the year of an employee's retirement, the employee may cash out up to seven (7) days at the employee's per diem rate.

7.10 JURY DUTY/SUBPOENA LEAVE

A. **Jury Duty Leave.** Leave with full pay shall be granted to the employee who is required to perform jury duty. The following stipulations shall apply:

- a) The employee shall retain travel and meal payments.

If the employee is released from jury duty prior to the end of the workday, the employee shall return to work for the balance of the workday, unless relieved from the obligation to do so by the employee's immediate supervisor.

B. Subpoena Leave

- a) When an employee receives a summons requiring an appearance in court, the employee shall notify his/her building principal or supervisor. For job related subpoena leave, the employee shall receive full pay but shall remit to the District any payments received excluding travel and meal allowance.
- b) When an employee receives a subpoena for civic duty, e.g. uninvolved witness of an accident or crime, the employee shall notify his/her building principal or supervisor. For civic duty/subpoena leave, the employee shall receive full pay but shall remit to the District any payments received excluding travel and meal allowance.
- c) For subpoena leave of personal nature, e.g., the settlement of a family estate, custody or divorce proceedings, etc., the employee shall use a personal business leave day or shall reimburse the District one (1) day's salary for each day absent from employment.

7.11 EDUCATION LEAVE

Upon recommendation of the Superintendent, the Board may permit the employee to take a leave without pay not in excess of one (1) year for accredited education.

7.12 PERSONAL/FAMILY HEALTH AND HARDSHIP LEAVE

After all other contractual leave provisions are exhausted, in the case of personal or family health or hardship, on recommendation by the Superintendent, the Board may permit an employee to take a leave without pay not in excess of one (1) year for restoration of health as recommended by a doctor or for the alleviation of hardship involving the employee and the employee's immediate family.

7.13 FAMILY AND MEDICAL LEAVE ACT

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) as amended, Title 29, Part 825 of the Code of Regulations, employees may request leave without pay, and the district will continue to pay the employer portion of the medical insurance premium for up to 12 work weeks, under the following conditions.

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;

4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job; and
5. Related to the military deployment of a spouse or close family member who is a member of the National Guard or Reserves.

FMLA rules also allow up to twenty-six (26) weeks of leave to care for a covered family member who is a member of the military and who has been wounded in combat.

Information regarding current FMLA entitlements may be obtained through Payroll Department.

The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity. Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period.

The twelve (12)-month period shall be defined as a fiscal year commencing September 1.

The district will require the employee to first use and exhaust all applicable paid leave available to the employee prior to taking Family and Medical Leave. The twelve (12) week FMLA entitlement, or the twenty-six (26) week entitlement for military caregiver leave, shall run consecutively to any paid leave with the exception that Washington State Paid Family and Medical Leave (Article VII, Section 7.18) shall run concurrently with FMLA.

Leave will be applied as follows:

1. For the birth of a son or daughter, and to care for the newborn child; use of sick leave for maternity purposes as noted under the maternity section of this agreement and if applicable, use of family illness leave as usage is defined in this agreement must be exhausted prior to FMLA leave.
2. For placement with the employee of a son or daughter for adoption or foster care; adoption leave, if available, must be exhausted prior to FMLA leave.
3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and, if applicable, sick leave and family illness leave usage as defined in this agreement must be exhausted prior to FMLA leave.
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job. Employee must use all available sick leave prior to FMLA leave.

Leave may be taken intermittently to care for an ill spouse, child, parent or for an employee's own illness if medically necessary. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the district's operations.

The district may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

EMPLOYEE ELIGIBILITY

Eligibility of employees for leave under the provisions of the Family and Medical Leave Act is dependent upon the following requirements and conditions:

- a) The employee must be employed by employer for at least 12 months, with 1,250 hours of service during the 12-month period immediately prior to the start of the leave.

Example: A pro-tech works eight (8) hours per day and is paid for 195 days = 1,267.5 hours (180 work days + 5 vacation days + 10 holidays) in the prior year would be eligible for FMLA.

- b) The employee must meet one of the four conditions listed above which apply equally to male and female employees or be eligible for military-related FMLA leave.
- c) FMLA leave may begin before actual birth date of a child. The employee may request leave for prenatal care if her condition makes her unable to work.
- d) FMLA leave is available for treatment for substance abuse-either for employee or for immediate family member-but only for treatment not for absences due to use of the substance.
- e) The employee must notify with the district of medical treatment and make a reasonable effort to schedule the leave so as not to disrupt the district's operations.
- f) A husband and wife who both work for the district are entitled to FMLA leave but it is limited to a total combined leave of 12 weeks/12 month period when the leave is for the birth/care of newborn, adoption or foster care placement.

If leave is taken to care for a seriously ill spouse or child, spouses employed by the district may each take 12 weeks of leave.

EMPLOYEE NOTIFICATION

All requests for leave and any other notices regarding Family and Medical Leave shall be in writing.

The employee must provide 30-days advance notice before leave is to begin if foreseeable or as soon as possible and practical. In the event of an emergency or situation beyond the control of the employee, the 30 days advance notice will be waived.

MEDICAL CERTIFICATION

Employees wishing to apply for a FMLA leave will be required to provide to the district Form WH-380 "Certification of Health Care Provider" from the health care provider who is treating the employee or immediate family member.

CONTINUATION OF HEALTH BENEFITS

An employee on FMLA leave is entitled to have health benefits maintained by the district while on unpaid leave, up to twelve (12) work weeks.

- a) If the employee is paying for dependent coverage prior to leave, the employee continues to pay their share of premiums.
- b) If the employee's premium payment is more than 30 days late, the district's obligation to maintain group health insurance ceases. The district will give the employee a written notice by certified mail that their premium payments have not been received and will wait 15 days after notification before canceling coverage.
- c) The district may recover its share of premium payments if the employee does not return to work for a reason within the control of the employee.

RETURN TO WORK PROVISIONS

The employee has the right to return to the same or equivalent position with the same benefits, working conditions and salary schedule placement.

The employee must provide the district 30 days advance notice where practicable. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that he/she may return to work.

7.14 LEAVE RETURN PROVISION

To qualify for continued employment, all employees on authorized leave will be required to give written notice to the Human Resources Department at least fifteen (15) days prior to returning from leave or if returning from a one (1) year leave, an employee is required to give written notice by May 1 of their intentions for the coming year.

This section shall apply to Maternity Leave, Education or Family Health Leave, Hardship Leave, and Other Leave. An employee shall be assured that upon returning from the above-enumerated leaves of absence, the employee shall be placed in the same or similar assignment. The District will inform in writing and explain verbally to the employee that insurance programs can be maintained while on leave, provided the employee pays the premium.

In the event that a reduction in force (RIF) occurs while an employee is on any long-term leave with a right of return under this Article, the employee may be laid off only to the extent such layoff is consistent with Article V, Layoff and Recall, and shall retain all seniority and recall rights under that Article.

7.15 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 the employee's employment for a period not exceeding fifteen (15) work days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such a manner and at such a time as the employee 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 be otherwise entitled and shall not involve any loss of efficiency rating, privileges or pay. Military leave shall be granted with pay. Employees who voluntarily or involuntarily leave District employment positions to undertake military service shall be protected under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

7.16 SUBSTANCE ABUSE EMPLOYEE ASSISTANCE

A. The District and Association jointly recognize drug/alcohol addiction as an illness which is treatable. It is the District's and the Association's intent that employees be free of the influence or effect of alcohol and/or controlled substances during the course of their employment. The protection and well-being of students, the educational process, other employees, and the employee's health and professional well-being must be recognized. In cases of employee addiction to alcohol and/or controlled substances, or employee's impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment, in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment or addiction.

- B. Employees who voluntarily seek assistance, or who are found in need of assistance, whose conduct during the course of employment does not justify immediate discipline or discharge, will be offered the opportunity to participate in and complete a rehabilitation program either through the Employee Assistance Program or other treatment program mutually agreed upon by the District and the Association.
- C. In cases where the District has reasonable suspicion or belief that an employee is under the influence of, affected or impaired by or addicted to alcohol and/or controlled substances, the parties agree that the employee's name may be referred by the District to a professional counselor/evaluator mutually agreed to by the District and Association on or before June 15 of each year, for a professional assessment. Subsequent to the referral by the District of the employee's name, the professional counselor/evaluator mutually agreed to will immediately contact the employee for purposes of assessment. The counselor/evaluator shall report to the District one of the three following diagnoses or results: 1) the employee is in need of treatment; 2) the employee does not need any treatment, or; 3) the employee refused to participate in assessment sufficiently to allow the evaluator to make a diagnosis or assessment.
- D. All records possessed by the counselor/evaluator will be held, kept and maintained by the counselor/evaluator as a confidential record between the counselor/evaluator and employee/patient.
- E. An employee who refuses to participate in a professional assessment as outlined in paragraph C may be subject to discipline under Article III, Section 3 of this Agreement. An employee has the right to grieve under the terms of this Agreement (Article IX) the referral and/or any discipline that may result from the application of this procedure.
- F. The District agrees to pay the costs or fees related to the initial assessment of an employee. It shall be the employee's responsibility to pay for any treatment program following the assessment. If an employee enters a treatment program, the employee may request and use accumulated sick leave, make application for any insurance benefits, or request leave under the terms and conditions of this Agreement.
- G. The Association agrees to assist its bargaining unit members with any rehabilitation program.
- H. Possession, sale, delivery or use of alcohol and/or controlled substances by employees on District property or at District-sponsored events during the course of employment with the District is prohibited. Employees who violate this prohibition shall be subject to immediate discharge. Violation of this provision shall constitute just and sufficient cause for immediate discharge without following the policy of progressive discipline set forth in Article III, Section 3(E).

7.17 ATTENDANCE INCENTIVE FOR EMPLOYEES

- A. The parties agree that regular attendance by employees is a shared interest and supports consistent services to students, reduces workload on other employees and helps assure that individual employees have leave banked for changes in personal circumstances.
- B. At the beginning of each work year, on or before September 15, employees shall be provided a form with their current leave balances for tracking leave usage and balances for the work year. The District and Association shall co-sponsor training for employees on accessing leave information on the Skyward system on a District Inservice day(s) and/or early release day(s).

- C. In the July payroll, Employees who work less than 12 months shall receive a \$500 stipend (paid in the month of July) for utilizing 6-sick leave, family illness leave or unpaid leave days or less. Employees who are scheduled to work 12 months shall receive a \$500 stipend (paid in the month of July) for utilizing 8-sick leave days, family illness leave or unpaid leave days or less.

7.18. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

- A. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which is administered by the Washington State Employment Security Department. The District and employee shall pay the designated proportion of the payroll premium in accordance with state law. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.
- B. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law.
- C. Employees may initiate the use of this leave prior to exhausting all accumulated leave, with the exception that PFML shall run concurrently with FMLA (Article VII, Section 7.13). 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.

ARTICLE VIII - FISCAL

8.1 WORK YEAR/WORK DAY

The standard work year for full-time employees will be one hundred eighty two (182) workdays. The standard work hours for full-time employees will be eight (8) hours per day. Any deviation from the standard workday hours must be negotiated with the Association with a written agreement between the parties. Employees may be allowed to work additional hours with the prior approval of their supervising administrator.

The Association shall be allowed a minimum of one (1) hour block of time on the workday prior to the first student day to conduct a general membership meeting. In addition, the Association shall be allowed two (2) blocks of up to one (1) hour of time on early release days to conduct Association meetings during the school year, with scheduling approved by the District. If the early release days are eliminated from the District calendar, the parties shall negotiate an alternative option.

If a survey is administered, the District shall provide an electronic copy of the survey prepared by the Joint School Calendar Committee to the Association President at the same time that the survey is distributed to other District employees. The Association shall have the option to distribute the survey to its bargaining unit members and may provide a summary of the survey results to the Joint School Calendar Committee on or before December 20th each year.

8.2 HOURS OF WORK/OVERTIME

- A. All time worked beyond forty (40) hours in a week shall be paid at one and one-half (1-1/2) times the established rate of pay. Bargaining unit supplemental contracts which increase the employee work time beyond the forty (40)-hour work week shall be paid at time and one-half the regular hourly rate.
- B. Included within the workday shall be two (2) fifteen (15)-minute breaks. These breaks shall be taken as close as is reasonably possible to the middle of the morning and afternoon work periods.
- C. Each employee shall be provided a one-half (1/2) hour duty free lunch period outside the normal workday.
- D. In lieu of payment for overtime, compensatory time at the rate of one and one-half (1-1/2) times the hours worked may be requested by the employee. Accumulation of compensatory time shall not exceed forty (40) hours.
- E. Overtime shall be approved by the employee's supervisor. All overtime shall be paid upon submission of a properly signed time sheet to the District payroll office.

8.3 RELEASE

Employees shall receive the same early release or late start privileges as certificated staff with no loss of pay.

8.4 SALARIES

- A. - The salary schedule for the contract year for employees covered by this Agreement shall be set forth in Appendix A.
 - 1. All beginning employees covered by this Agreement shall be placed at the appropriate experience step. Employees will be paid their annual salary pro-rated over twelve (12) monthly payments.
 - 2. Supplemental assignments within the bargaining unit shall be paid at the employee's hourly rate of pay.
- B. **Employees holding a MA/MS degree or higher shall receive an additional one hundred fifty dollars (\$150.00) stipend per month.** Employees holding a BA/BS shall receive an additional one hundred dollars (\$100.00) stipend per month. Employees holding an AA degree shall receive an additional sixty dollars (\$60.00) stipend per month. Employees who have earned ninety (90) college credits (10 clock hours = 1 credit) shall receive an additional fifty dollars (\$50.00) stipend per month. These stipends for additional educational experience can also be found on Appendix A Salary Schedule.
- C. An employee may be permitted to attend an accredited education related college course during his or her work day while pursuing a college degree that could qualify the employee for a certificated position with the District if the following conditions are met:
 - 1. The employee obtains prior written approval from the Human Resources Director, who will consult with the employee's supervisor(s) as needed.
 - 2. The employee makes arrangements with his or her supervisor (principal and/or program director) prior to starting the course to adjust their work schedule to ensure all hours are worked. Such arrangements must have the Human Resources Director's approval.

8.5 SALARY PAYMENTS

- A. Payday shall be the last District business day of each month.
- B. 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 Automated Clearing House Service used by the District to distribute employee earnings. The District shall furnish to each employee at the time of payment of wages an itemized statement showing the pay basis (i.e., hour or days worked), rate or rates of pay, gross wages and all deductions there from for that pay period.
- C. All compensation owed to an employee who is leaving the District shall be paid at the next regular payroll date after final day of employment.
- D. In the event of a payment resulting in underpayment, corrections and adjustments will be made on or before the issuance of the next paycheck, provided the employee notifies the District of the underpayment prior to the fifteenth (15th) of the month.
- E. Overpayments made by the District to employees shall be repaid at a rate of one hundred dollars (\$100) per month minimum over the ensuing twelve (12) months. Exception may be made in cases of extraordinary financial hardship.

8.6 SALARY SCHEDULE PLACEMENT

In accordance with RCW 28A.400.300, initial placement on the salary schedule will be based upon experience in a comparable occupational field the new employee brings into the District from another bargaining unit within the District, another in-state school system, Educational Service District (ESD) or community college, or other like professional system (must be documented). One (1) year of experience shall equate to at least one hundred eighty-two (182) days of compensated work experience within one (1) calendar year (i.e., work of one hundred eighty-two (182) days or more within one (1) calendar year shall equal one (1) year of work experience). Employees must provide documented verification of prior work experience within forty-five (45) days from their date of hire. Thereafter, the employee shall advance on the incremental system one step September 1, for each year of employment. (see Appendix A)

Temporary and Substitute employees shall receive base (Step 1) salary.

8.7 INSURANCE

- A. Employees shall receive health and other insurance benefits through the School Employees Benefit Board Program (SEBB). The rules and regulations are controlled by SEBB. The District will pay the employer's portion for insurance which includes the full amount of Health Care Authority Retiree Remittance. The employee will be responsible for the employee cost of the medical plan that the employee selects.**
- B. Benefits provided under SEBB will include but not be limited to Basic Life and accidental death and dismemberment insurance (AD&D), Basic Long-term Disability, Vision, Dental and a Medical Plan. Employees will also have the option to utilize payroll deduction for supplemental insurance such as the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) and long term disability.**

- C. Enrollment for insurance shall be during the first thirty (30) days of employment, or during the open enrollment period.
- D. All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Paid leave hours shall count towards hours worked. Employees on approved unpaid leave (and have an expected continuation of employment) will be considered in an employment status for the provisions of this section and benefits will continue if they met or are anticipated to meet the 630 hour requirement during the school year.
- E. The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. 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 31st or the date the employee separates from the District, at the employee's discretion.
- F. The District shall set up a VEBA account for each employee to use for out-of-pocket health care expenses during the year and after separation or retirement.
- G. Annually, the VEBA contribution monies noted in the chart below, shall be equally divide by the number of employees who are employed as of September 10th and placed into each employee's individual VEBA account. These monies shall be distributed to employee VEBA accounts on or before October 31st. Any employee hired on or after September 11th, is in-eligible for these employee VEBA contributions until the following school year. If SEBB is ever discontinued, the District will continue to pay the full amount of the Health Care Authority Retiree Remittance.
- H. The District and Association agree to offer sick leave cash out payments into the VEBA for employees eligible for annual sick leave cashout, employees who accumulate 180 days or more of sick leave, or employees who are separating from employment. If an employee's accrued sick leave balance exceeds one hundred eighty (180) days, any days in excess of one hundred eighty (180) days may be cashed out at the 4:1 ratio and deposited in the employee's VEBA account, or paid to the employee, at the employee's discretion.

VEBA Contribution

State Contribution

Full State Contribution **One hundred thousand dollars (\$100,000.00) shall be added to the insurance pool annually.**

8.8 HOLIDAYS

A. Employees shall receive normal daily wages for the following holidays:

New Year's Day	Veteran's Day **moved**
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Native American Heritage Day (Day after Thanksgiving)
Memorial Day	
Independence Day July 4 (<i>260-day employees only</i>)	Day before Christmas
Labor Day	Christmas Day
	Day after Christmas

Employees required to work any of these holidays shall be paid at the employee's normal rate of pay in addition to the holiday pay.

The Yakima School District Recognizes Yakama Nation Treaty Day and Juneteenth with a non-workday. This will be established on the published calendar.

8.9 VACATIONS

Vacation allocation shall be based on date of permanent hire to the District.

Vacations shall be paid as follows:

1 – 5 Years	6 days
6 - 9 Years	7 days
10 – 15 Years	9 days
16 – 19 Years	11 days
20 or more Years	12 days

For 260-day employees, vacation days may be used any time during the same year that the days are earned.

Vacations may be used at intervals during the year as long as the days do not exceed the number of days that the employee has earned to date subject to supervisor approval.

Vacation shall be scheduled at the request of the employee, with supervisor's approval, unless such vacation time would disrupt the normal activities of the District. Up to ten (10) days of unused vacation days may be carried over into the next school year. Up to thirty (30) vacation days may be cashed out upon retirement.

All 260-day employees shall be granted vacation as follows:

At the completion of 1 to 4 years of service	10 days
At the completion of 5 to 9 years of service	15 days
At the completion of 10 years of service	20 days

8.10 TRAVEL REIMBURSEMENT

- A. If the employee's job assignment requires that the employee make use of the employee's automobile, the employee shall be paid mileage at the District designated rate.
- B. Per diem reimbursement for employee's meals shall be paid as determined by District policy. Other reasonable travel expenses shall be reimbursed by the District upon timely presentation of the travel claim form.
- C. Employees shall be entitled to reimbursement for out-of-District travel in the event they are required to travel out of the District on District business.
- D. Employees shall not be required to use the employee's private vehicle to transport parents, children or oversized equipment.

ARTICLE IX - GRIEVANCE PROCEDURE

9.1 PURPOSE

The purpose of this grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by an employee or groups of employees.

9.2 INFORMAL COMMUNICATIONS

Every effort shall be made to settle problems at the lowest level through informal communication between the employee(s) and the immediate supervisor.

9.3 DEFINITIONS

- A. Grievant shall mean an employee, group of employees, or the Association filing a grievance on behalf of an employee or group of employees.
- B. Grievance shall mean a written claim that there has been a misinterpretation or misapplication of the terms of this Agreement.

9.4 RIGHTS OF GRIEVANT(S)

Grievant(s) shall have the right to have Association representation at all steps of the grievance procedure. In the event the employee does not desire Association representation, the Association retains the right to be present at all steps and make known the Association's views concerning the grievance and its resolution.

9.5 PROCEDURES AND STEPS

- A. A grievance must be filed within twenty (20) days of the occurrence of the event on which the grievance is based, or within twenty (20) days of the date the grievant knew or should have known of the event. The timelines and procedures herein shall be strictly followed unless waived in writing by the parties.
- B. Failure of the grievant to follow the timelines shall mean the grievance is waived and forever lost. Failure by the District to follow the timelines shall mean the grievance shall advance to the next step in the grievance procedure.

C. Grievances, when filed in the name of the Association, may be initiated at Step 2 as provided hereinafter. Grievances filed and then later dropped by the grievant may be carried forward by the Association.

STEP ONE - IMMEDIATE SUPERVISOR: The grievant(s) may submit a written grievance to the immediate supervisor and the President. The immediate supervisor shall meet with the grievant(s) within five (5) days after the receipt of the grievance and shall render a written decision to the grievant(s) within five (5) days after the Step One meeting. A copy of the Step One decision shall be sent to the grievant(s), to the Human Resources Director, and to the President.

STEP TWO - HUMAN RESOURCES DIRECTOR: If the grievant is not satisfied with the disposition of his/her grievance at Step One, the grievant(s) may appeal the Step One decision, in writing, to the Human Resources Director within five (5) days after the receipt of Step One decision, or within ten (10) days after filing the grievance if no decision has been rendered. A copy of this appeal shall be sent by the grievant(s) to the Human Resources Director and to the President.

The Human Resources Director shall meet with the grievant(s) within five (5) days after the receipt of the appeal to the Step One decision and shall render a written decision to the grievant(s) within five (5) days after the Step Two meeting. A copy of the Step Two decision shall be sent to the immediate supervisor, and to the President.

STEP THREE - APPEAL TO SUPERINTENDENT: If the grievant(s) is not satisfied with the disposition of his/her grievance at Step Two, the grievant(s) may appeal the Step Two decision, in writing, to the Superintendent or designee within five (5) days after the receipt of the Step Two decision, or within ten (10) days after filing the grievance if no decision has been rendered. A copy of this appeal shall be sent by the grievant(s) to the Human Resources Director and to the President.

The Superintendent or designee shall meet with the grievant(s) within five (5) days after the receipt of the appeal of the Step Two decision and shall render a written decision to the grievant(s) within five (5) days after the Step Three meeting. A copy of this Step Three decision shall be sent to the Human Resources Director and to the President.

STEP FOUR - BINDING ARBITRATION: If the grievance is a claim that the terms of this Agreement between the parties have been misinterpreted or misapplied and if the Association is not satisfied with the disposition of the grievance at Step Three, the grievance(s) may be submitted, by the Association only, to binding arbitration. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the Step III written decision or twenty (20) days after filing of the Step III appeal if no Step III decision has been rendered.

The parties agree to select an arbitrator, whose decision shall be final and binding. The selection of the arbitrator will be accomplished as follows. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. Where agreement on the agency cannot be mutually agreed to by the Association and the District, the American Arbitration Association shall be utilized. Nothing herein shall prohibit the parties from mutually agreeing to a neutral arbitrator.

The arbitrator shall make a decision in writing not more than thirty (30) days following the day the case is presented to him/her.

During the arbitration under this Step, neither the District nor the Association will be permitted to assert any issues or evidence not previously disclosed to the other party at Step Three. Each party shall bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator, the hearing room, and any administration fee for arbitration.

9.6 POWERS OF ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine the arbitrator's inquiry to the specific provision(s) of this Agreement as cited in the grievance. The arbitrator shall make no awards nor substitute the arbitrator's knowledge or judgment for the expressed provision(s) of the Agreement under question. The arbitrator shall rule exclusively as to the application or interpretation of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon both parties. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to make any award of punitive damages.

9.7 DISTRICT/ASSOCIATION COOPERATION

The District will cooperate with the Association in its investigation of any grievance.

9.8 RELEASED TIME

Grievances shall ordinarily be processed during the regular work day and released time shall be provided without loss of pay or benefits for all participants in the investigating and processing of grievances including the grievant(s), Association representatives, and witnesses.

9.9 FREEDOM FROM REPRISALS

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

9.10 GRIEVANCE FORMS

Forms for filing grievances will be prepared jointly by the District and the Association so as to facilitate operation of the Grievance Procedure. See Appendix B.

9.11 PERSONNEL FILE

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

ARTICLE X - DURATION

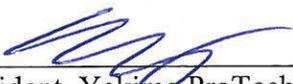
- A. This Agreement shall become effective as of September 1, 2021, and shall continue in full force and effect until August 31, 2025. The parties agree to meet in an interest-based fashion throughout the year to discuss and resolve matters of interest to both parties. It is agreed that any settlements on such matters of interest shall be placed in the agreement and implemented as soon as both sides agree.

B. The Agreement may also be re-opened for alterations, changes, additions, deletions, or modifications at any time by the mutual consent of both parties. The request for such amendments by either party must be in writing and must include a summary of the proposed amendment. The other party must accept or reject the request to re-open negotiations in writing within ten (10) days.

SIGNATORIES

REPRESENTATIVE, Y.P.T. A

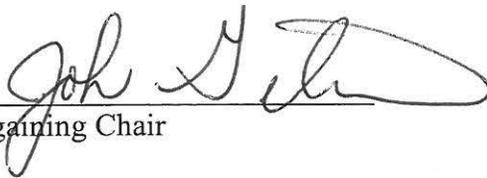
SIGNED FOR EMPLOYER



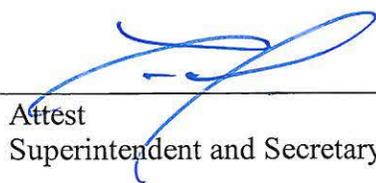
President, Yakima ProTech Association

 *SM*

President, Board of Directors
Yakima School District No. 7



Bargaining Chair



Attest
Superintendent and Secretary of the Board

02-01-2022
Date

01/26/2022
Date

APPENDIX A

**Yakima School District No. 7
YPTA Salary Schedule 2021-22
Effective September 1, 2021**

Years of Service						
STEP	1	2	3	4	5	6
Level I:	\$20.67	\$21.49	\$22.35	\$23.26	\$24.17	\$25.14
Data Collection Specialist						
Elementary Data Specialist						
Guidance Specialist						
Guidance Specialist - Eisenhower High School						
High School Case Manager Open-Doors Reengagement Specialist						
Intervention Recruitment Specialist						
Migrant Family Support Specialist						
Migrant Graduation Specialist						
Multi-Media Specialist						
Native American Family Support Specialist						
Private School Specialist						
Production Coordinator						
Professional Development Center Specialist						
Retention Specialist						
Site Coordinator						
Social Emotional Multi-Tiered Support Systems (MTSS) Interventionist						
Speech Assistant						
Student Advocate						
Student Retrieval Specialist						
Vision Specialist Intern						
Level II: (Safety / Independent Offsite Required)	\$20.90	\$21.71	\$22.59	\$23.50	\$24.44	\$25.41
Bilingual Assessment Specialist						
Early Learning Family Support Specialist						
Family Support Specialist - ECEAP						
Migrant Home Visitor (Recruiter)						
Security Monitor						
Level III: (Certificate)	\$21.28	\$22.13	\$23.02	\$23.94	\$24.91	\$25.89
Childcare Coordinator						
Health Assistant						
Hearing Interpreter						
Medical Science / Nursing Specialist						
Sign Language Interpreter/Educational Interpreter						
Speech Language Pathologist Assistant						
Vision Specialist						
Level IV: (License or Bachelor's Degree Required)	\$22.44	\$23.33	\$24.27	\$25.24	\$26.25	\$27.30
Classified Licensed Practical Nurse (LPN)						
Psychologist Intern						
YV Tech Nurse Pro-Tech						
Level V: (Advanced License or Bachelor's Degree Required)	\$31.88	\$33.15	\$34.47	\$35.86	\$37.30	\$38.78
Classified Registered Nurse (RN)						

\$150.00 per month stipend or \$1,800.00 per year with MA/MS or higher degree

\$100.00 per month stipend or \$1,200.00 per year with BA/BS

\$60.00 per month stipend or \$720.00 per year for employees with AA degree

\$50.00 per month stipend or \$600.00 per year with 90 college credits

10 clock hours = 1 credit

APPENDIX A

YAKIMA SCHOOL DISTRICT
YAKIMA PROFESSIONAL TECHNICAL ASSOCIATION
2022-23 SALARY SCHEDULE

Increase the 2022-23 Salary Schedules by 3% or IPD, whichever is greater

APPENDIX A

YAKIMA SCHOOL DISTRICT
YAKIMA PROFESSIONAL TECHNICAL ASSOCIATION
2023-24 SALARY SCHEDULE

Increase the 2023-24 Salary Schedules by 2% or IPD, whichever is greater

APPENDIX A

YAKIMA SCHOOL DISTRICT
YAKIMA PROFESSIONAL TECHNICAL ASSOCIATION
2024-25 SALARY SCHEDULE

Increase the 2024-25 Salary Schedules by IPD

APPENDIX B – GRIEVANCE FORM

STEP I

Grievant's Name _____

Home Address _____

School _____

Immediate Supervisor _____

Date of Occurrence/Knowledge _____ Date of Filing _____

Statement of Grievance:

Section(s) violated:

Resolution proposed:

Signature of grievant/Association

Response by Immediate Supervisor:

() I accept () I do not accept

Signature of grievant/Association

STEP II

Date of Resolution of Step I _____

Date of Appeal _____

Response by Human Resources Director:

() I accept () I do not accept

Signature of grievant/Association

STEP III

Date of Resolution of Step II _____

Date of Appeal _____

Response by Superintendent:

() I accept () I do not accept

Signature of grievant/Association

STEP IV

Date of Resolution of Step III _____

Date of Appeal to Association _____

Date of Submission to AAA _____

APPENDIX C – EMPLOYEE EVALUATION



**YAKIMA PUBLIC
SCHOOLS**
YAKIMA SCHOOL DISTRICT NUMBER 7

**Yakima Professional Technical Association
EMPLOYEE EVALUATION**

Name _____

Building _____ Evaluator _____

Dates of Observation _____

Date of Evaluation _____

Meets District
Criteria

Does Not Meet
District Criteria

- 1. Knowledge in specialized area.....
- 2. Specialized Skills.....
- 3. Communication with other professionals.....
- 4. The employee as a professional.....
- 5. Involvement in assisting pupils, parents and educational
personnel.....

Comments:

Plan for Improvement if criteria are not met in any area (above):

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

Note: Employee's signature indicates only that he/she has read and received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

Appendix D: What Does "Just Cause" Mean?

The concept of “just cause”, referenced in Section 3.3 requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

1. Notice: Did the District give the employee forewarning of the possible consequences of the employee’s conduct?
2. Reasonable Rule or Order: Is the District’s rule, or the supervisor’s order reasonable for the orderly, efficient or safe operation of the District?
3. Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. Fair Investigation: Was the investigation conducted fairly and objectively?
5. Proof: Did the person making the decision about the employee’s conduct obtain sufficient evidence to substantiate the decision?
6. Equal Treatment: Has the District applied its rules and penalties even-handedly?
7. Penalty: Was the discipline reasonably related to the seriousness of the offense and the employee’s past record?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the Association, District or employees in any particular case.