

COLLECTIVE BARGAINING AGREEMENT

between

YAKIMA EDUCATIONAL OFFICE PROFESSIONALS

and

YAKIMA SCHOOL DISTRICT NO. 7

YAKIMA, WASHINGTON

September 1, 2026 to August 31, 2028

COLLECTIVE BARGAINING AGREEMENT
between
YAKIMA EDUCATIONAL OFFICE PROFESSIONALS
and
YAKIMA SCHOOL DISTRICT NO. 7
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NEW CONTRACT LANGUAGE FOR 2026-28 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 business 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.

ARTICLE I - DEFINITIONS

A. **District** shall mean the Yakima School District No. 7, County of Yakima, Washington.

B. **Association** shall mean the YEOP (Yakima Educational Office Professionals, affiliated with the ESP/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. **Terms of Employment** shall mean the individual terms of employment 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.

L. **Board** shall mean the Board of Directors of the District.

ARTICLE II – ADMINISTRATION

2.1 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 long-term substitute employees as defined in this Agreement.

C. Educational office employees are those employees performing work in the area of secretarial, clerical, accounting, graphics, printing, record keeping, office management and other general office duties.

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 X.

2.2 CONFORMITY TO LAW:

A. This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the 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.

2.3 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 the terms of employment between the District and an employee are issued, the terms of employment shall be subject to and consistent with the terms and conditions of this Agreement. If the terms of employment contain any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

2.4 DISTRIBUTION OF AGREEMENT:

Within sixty (60) days following the ratification and signing of this Agreement by the parties, the District shall make available an electronic copy and additional hard copies for new employees. Employees may use the districts equipment to produce a hard copy. 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.

2.5 NOTICE OF JOB ASSIGNMENT:

A. Employees will be notified prior to June 15, if the District intends to eliminate their position for the following year.

B. The District shall issue terms of employment to each employee within thirty (30) days of completion of bargaining or prior to September 30th on non-bargaining years. The terms of employment shall list the employee's job title(s), wages, hours of work and building assignment(s).

ARTICLE III - DISTRICT/ASSOCIATION BUSINESS

3.1 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.

3.2 ASSOCIATION RIGHTS:

A. Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in rules, regulations, policies, resolutions and practices of the District.

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

1. 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.
2. 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.
3. 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.
4. 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.
5. The Association shall have the right to use District mail service for communication purposes.
6. The Association shall have the right to use District facilities technology equipment at reasonable times when such equipment is not otherwise in use. 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.
7. 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 workday.
8. 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.

9. Annually, the Association shall be allowed a half (1/2) day block of time on the first workday for 197 day employees to conduct a general membership meeting The Association shall be afforded an additional one (1) hour block of time during this general membership meeting to meet with new employees. Other release time in conjunction with the Association activities shall be arranged with the Human Resources Director, provided the Association may call two (2) general meetings per year with members being released at 3:30 PM to attend such meetings.
10. Employees requested by the District to participate in any joint meetings shall suffer no loss of pay or benefits.
11. The President shall be informed of any changes in employment status affecting employees including notice of recommendations of new hires. The President shall also be notified of any grievances and disciplinary meetings.
12. 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. This time will be arranged as soon as possible after the new hire's start date, but within the first ninety (90) days of the employment within the bargaining unit.
13. When the information is available to the District, the District shall provide the Association President with the name, the date of hire, work and personal e-mail addresses, cellular, home and work phone numbers, home/personal mailing address, employee's job title and salary, building and assignment of any employee(s) new to the District within ten (10) days of their hire date with a refresh every one hundred twenty (120) days and for all current employees. The President shall also be sent an updated list of new employees and employee resignations/separations at the end of each month in the form of Board minutes.
14. **YEOP Leadership shall be allowed to create an email distribution list within the District's email system for the sole use of Association communication. Only the Association President or their designee will be granted the permissions to manage and/or send communications to this email.**

3.3 NO STRIKE/NO LOCKOUT:

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.

3.4 ASSOCIATION MEMBERSHIP:

A. Each employee has the right to become a member of the Association. Each employee who wishes to join the Association shall provide the District with a payroll authorization to deduct said dues or fees.

B. The District shall, upon written authorization from the employee, deduct from the employee's salary, each pay period, the dues required of membership. Membership will continue until the employee leaves the District or the District receives notification from the Washington Education Association that membership has been revoked.

C. The District shall transmit WEA and NEA dues as well as WEA-PAC and NEA-PAC donations to the entity designated by the Washington Education Association each pay

period. Local dues shall be transmitted to the Association treasurer by the District each month.

D. The Association agrees to hold harmless and indemnify the District for any deduction of Association dues.

3.5 LABOR/MANAGEMENT MEETINGS:

Upon request by either party, the Association representatives and District administrators shall meet to discuss school problems relating to interpretation or compliance with this Agreement. The parties shall mutually schedule meetings throughout the work year. When a request is made, the meeting shall be held within five (5) days and shall be held within a reasonable time frame.

3.6 JOINT PROBLEM SOLVING MEETINGS:

The parties agree to continue the practice of informal problem solving in the spirit of cooperation and compromise. Regularly scheduled meetings between the association president and/or designee and the superintendent and/or designee will be held upon mutually agreed times.

3.7 ASSOCIATION LEAVE: (Local, Regional, State, and National Association Leave):

The President or designee**(**s**)** shall be released without loss of pay in conjunction with those Association duties which cannot be done outside of the normal working hours up to a total of 55 days. The released time is to be arranged with the Human Resources Director. In case a substitute is needed, the Association shall pay for the cost of that substitute.

a) Leave shall not be charged for early release for Association meetings as provided for in Association Rights 3.2A (9).

ARTICLE IV – PERSONNEL

4.1 STATUS OF EMPLOYEES:

A. 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: Regular employees are employees assigned to regular full-time or regular part-time positions who have completed their probationary year.

   a. Regular full-time employees are those employees who are employed forty (40) hours per week in positions with 260, 217, or 197, terms of employment days.

   b. Regular part-time employees are those employees who are employed less than forty (40) hours per week in positions with 260, 217, or 197, terms of employment days.

2. Probationary employees: Probationary employees are regular employees who have not completed one full year of continuous employment as a regular employee. Probationary employees shall work under the provisions of this Agreement, but shall be employed on a trial basis, and may be discharged for any reason during the probationary period without further recourse, including recourse to the grievance procedure.

   If the District is considering dismissal of any employee during the employee's probationary period, the administrator/designee shall meet with the employee**,** with Association representation unless waived by the employee in writing. Written

notification shall be given prior to the dismissal. The probationary period may be extended with mutual agreement by both parties.

3. Substitute employees are hired by the District on a temporary basis. There are two (2) categories of substitute employees.

   a. Long-Term Substitute: A long-term substitute is a substitute who works twenty (20) or more consecutive days in the same position, not to exceed nine (9) months in a temporary position, or not to exceed the term of leave when replacing an employee on an authorized leave of absence, whichever is greater. Long-term substitutes shall not be covered by the terms and conditions of this Agreement except as identified in Section B, subsection 3 of this Article.

   b. Casual Substitutes: A casual substitute is a substitute employee who works on a day-to-day basis, for less than the number of days set forth in paragraph a, are not part of the bargaining unit and are not covered by this Agreement.

B. 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 salary, insurance benefits, leaves, vacations and holidays and shall have the right to become a member of the Association. Each employee who wishes to join the Association shall provide the District with a payroll authorization to deduct said dues or fees as per this Agreement. Probationary employees shall accrue no seniority until 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 not be eligible to transfer (per Section 5.2B only) to another position during the probation period.

      c. The probationary employee's supervisor/evaluator shall meet with the employee by the end of the 3 months and 6 months of employment for the purpose of discussing the employees onboarding and induction into their new position, including but not limited to providing feedback on the employee's performance, discussing training or requesting additional support that may be needed. Recommendations for any areas of improvement shall be put in writing to the employee. Administrators are not limited to only meeting and/or providing feedback at the end of the 3 and 6 month mark after an employees hire date by this section.

      d. Probationary employees may be terminated without cause and without recourse to the grievance procedure.

   3. Long-term Substitute Employees:

      a. Long-term substitute employees shall not be covered by any of the terms of this Agreement, except as identified in Section 3 of this Article.

      b. The long-term substitute shall be paid at the salary rate of the level of the position at Step 1. If during the first twenty (20) days an employee is absent for only one day due to illness or emergency, it will not be considered a break in consecutive service.

c. Long-term substitute employees, after twenty (20) consecutive days of employment in the same position, shall receive paid holiday(s) (must work the day before and after the holiday), and have the right to become a member of the Association. Each employee who wishes to join the Association shall provide the District with a payroll authorization to deduct said dues or fees as per this Agreement.

d. Long-term substitute employees shall not accrue seniority. Long-term substitute employees who are later hired as regular employees to the same position held as a long-term substitute employee may accrue seniority as set forth herein. The probationary period shall begin on the first day of duty as a regular employee. On the successful completion of the probationary period the employee shall be placed on the seniority list as of the first day of the actual work in the District, including that time worked as a long-term substitute employee provided the employee has occupied the same position on a continuous basis as a long-term substitute and regular employee.

e. Long-term substitute employees shall not be eligible for Degree funds.

4.2 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 contract 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.

4.3 NON-DISCRIMINATION:

A. In accordance with District policy, 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, domestic partnership, pregnancy, military status, the presence of any sensory, mental or physical disability, sexual orientation, gender identity, the use of a trained guide dog or service dog, and/or other protected class as determined by federal and State of Washington laws, 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.

4.4 DUE PROCESS/JUST CAUSE:

A. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharges, layoff, termination or other actions that would adversely affect the employee) without just and sufficient cause. For information regarding the meaning of just cause, see Appendix E.

B. Any complaint made against an employee or derogatory material about an employee 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 nor shall it be used as evidence in any grievance. If the complaint or derogatory material warrants further investigation, within the same ten (10) day timeframe, the district will notify the employee and the association that an investigation is being conducted and the approximate time needed for that investigation.

C. Notice of such discipline shall be given **to** the employee with a copy to the Association by the employer. Every effort shall be made to solve the problem with the employee's immediate supervisor within ten (10) working days unless an investigation is needed.

D. If an employee is to be called into a meeting regarding actions that could potentially lead to discipline the administrator will notify the employee of the purpose of the meeting and their right to representation prior to the actual meeting. When a request for representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, normally not to exceed three (3) days. In all instances, the Association President shall receive timely prior notice of any such meeting to allow consultation with the affected employee. The employee and the Association shall be made aware of the allegation, in writing, prior to the employee responding to any question(s).

E. 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 after the completion of the investigation. This notice shall specify the grounds which form the basis for disciplinary action.

F. 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. 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.

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

4.5 PERSONNEL FILE:

A. An employee, upon request, has the right to inspect all contents of the employee's complete personnel file kept within the District. 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, upon notification to the employee as per E below, 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.

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 unless intended to substantiate action taken by the District and unless investigated and found true.

G. After three (3) years from the date of placement in the personnel file, an employee may request that written materials 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.

4.6 EVALUATION:

A. The immediate supervisor will annually evaluate the performance of each employee in the employee’s current position using the Employee Evaluation Summary Form approved by the District and the Association.

B. The written evaluation will be discussed in detail with each individual employee.

C. All unsatisfactory ratings must be accompanied by a written indication of specific weaknesses and a specific written recommendation for improvement. The Employee Evaluation Summary will provide a reasonable time-line and assistance to allow the employee the opportunity to improve performance to a satisfactory level.

D. A copy of the employee's annual evaluation will be given to the employee and one copy will become a part of the employee's personnel file. Evaluations for twelve-month

employees are to be completed by July 1. Evaluations for less than twelve-month employees are to be completed by June 1.

E. Each employee shall be evaluated only on the bargained evaluation form and only administrative personnel shall evaluate employees. (See Appendix B for Employee Evaluation Summary Form.)

4.7 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.

4.8 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 member's perusal.

D. An employee who is threatened with physical harm by any 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. Precautionary measures for the employee's safety shall be reported to the principal/supervisor at the earliest possible time.

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.

F. 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.

G. The District shall install and maintain a camera/monitoring system, for safety and security purposes only, at the main entry door in each building with access to a video feed on the employee's computer for employees who are designated to allow entrance into the building. The District will provide training regarding the safety measures, protocols and expectations of employees upon request to maintain building security.

H. The District has decided to install the Centegix badge security system in the District for the discrete purpose of security and safety of staff and students. Employees shall not be required to use, wear or carry these badges; usage of these badges is solely at each

employee's discretion. Repair and/or replacement of badges is solely the responsibility of the District. The District shall hold harmless and defend each employee from claims for damages caused or alleged to have been caused related to usage of the badge in whole, or in part, by that employee while performing their duties. The District shall advise employees of the known possible health impacts to employees due to use of the badge. If the District decides to retrieve badges during school holidays, breaks, and/or summer break, District/building administrators will ensure that all badges are retrieved and returned to the Director of Safety and Security. In no case will use of the badges, or information obtained from the badges, be used as in any disciplinary action or evaluation for any employee. Training will be provided by the District for all staff prior to implementation of the system. Newly employed staff will receive training within the first five (5) days of their employment. Additional training shall be provided upon request (most likely via Safeschools).

I. 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 RCW 17.21.

J. For ASB positions (or the employee covering for the ASB) tasks/duties which require an employee to handle large sums of cash (eg reconciling the till and/or preparing for the deposit), the employee shall be provided a secure, lockable location to complete such work to ensure the security of the monies and the safety of the employee from potential accusations of theft and to prevent the theft of monies by others.

ARTICLE V - WORKING CONDITIONS

5.1 SENIORITY:

A. Seniority shall be defined as the length of continuous service within the District as a regular employee or temporary employee as specified in Article IV, B.3.d. 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 within thirty (30) days after the effective date of this Agreement, with revisions and updates posted in January and June of each year.

C. The 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, including sick leave, authorized leaves of absence, military leave, and maternity leave.
c) Time spent on jury duty.
d) Layoff for a period of two (2) years (see Section 5.4 Layoff D)

F. Seniority shall also be lost/retained based on the following criteria as applicable:

a) Seniority will be lost and the individual will be placed at the bottom of the seniority list if they resigned and do not continue to be employed by the District, and later apply for and return to a bargaining unit position.

b) If an employee leaves the unit for any other position outside of the unit, but within the District, then applies for, accepts, and returns to the bargaining unit, their placement on the seniority list will be adjusted to reflect the loss of time out of the unit.

5.2 POSITION OPENINGS AND TRANSFERS:

All current transfer requests will be reviewed prior to posting an open position.

A. When the District determines a vacancy or newly created position shall be filled, the Department of Human Resources will publicize the position opening by emailing openings to all email users. This process shall be followed on days where an opening exists.

1. A notice showing posting date and closing date of each vacancy shall be emailed to "District Email users" (all employees with email) and posted on the District website.

2. An employee who desires to apply for such openings shall make an application through the District website within the time limit specified in the notice, which limit shall not be less than ten (10) working days. An employee may only be granted one lateral or downward movement per school year. Any reduction in the number of days a position is advertised less than ten (10) days must be made by mutual agreement with the Association President and the Human Resources Director.

3. The qualifications for the position, its duties and the level of compensation shall be clearly set forth at the time the position is advertised. The qualifications for an existing position shall not be established or changed without advance notice to the Association. The posting shall include the current annual total compensation range and the number of workdays for the position.

4. As positions become vacant, the District shall provide and maintain a minimum staff level of one (1) bilingual (English/Spanish) skilled office employee at each elementary, middle school, and high school building. The following criteria shall be used to determine if a posting requires or prefers English/Spanish skills as a posted qualification.

a) The population of the community served.
b) The impact to the building created by the surrounding community.
c) The bilingual skill and ability level of existing office staff.

As the bilingual employee in the office, the employee shall be required to take the calls/interactions in person from Spanish speaking members of the community. The duty shall be limited to basic interaction with community members and/or other parents regarding the student. The bilingual office personnel shall not be required to interpret Individualized Education Plans (IEP), student discipline, or medical issues (other than to call the parent to inform them their child is feeling ill).

5. The District shall fill vacancies and new positions with the process outlined herein. In cases where more than one equally qualified District employee applies for the same position, length of service in the District shall be the deciding factor. Probationary employees will be considered as outside candidates and only interviewed if the position is open out of District.

   The Association President/designee and the HR Director shall first review the job description of the position to be posted. An assessment and/or test may be developed by the department demonstrating minimum proficiency and approved by the Association President/designee and the HR Director. The job posting shall indicate if an assessment and/or test is to be utilized to evaluate the skill set of the prospective applicant(s).

   The order of filling the position shall be:

   a. Internal Voluntary Transfers and Internal Applicants;
      Internal voluntary transfers and internal applicants who demonstrate minimum proficiency for the position, when a test or assessment is utilized, shall be granted an interview. When no assessment or test is utilized, the internal applicants (excluding probationary employees) shall be interviewed.
   b. External applicants and 2nd internal posting:
      If no internal candidate is selected in the initial internal process, the positions may be posted externally and within the bargaining unit (including probationary employees) for other internal candidates to apply. Applicants who demonstrate minimum proficiency for the position, when a test or assessment is utilized, shall be granted an interview.

6. All interviews for positions covered by this Agreement shall include a member of the bargaining unit as mutually agreed upon by the YEOP President and the District. The District will include the YEOP President in the notice to the building administrator/program director regarding the completion of candidate screening to allow time for securing a YEOP representative for the interview committee.
7. No vacancies in office positions shall be filled except after compliance with the provisions of this Agreement.

B. Transfers: Transfers, as defined in this section (B), are reassignments in the same level or lower. Transfers shall occur with mutual agreement between the District and employee. Probationary employees shall not be eligible to transfer to another position during the probationary period. An employee who desires a transfer shall use the following procedure:

   1. A request for transfer shall be made in writing to the Human Resources Department. All transfer requests shall be reviewed when received and placed in a transfer pool. Requests for transfers must be resubmitted by the employee annually. Employees in the transfer pool will be considered equally for open positions with all the other employees who apply (refer to the process in A.5 above).
   2. An employee, when transferred shall be given two (2) working days prior notice of the date of the commencement of work in the new position. The District shall orient the

employee to the new position prior to the date of commencement of work in the new position.

3. If two (2) employees mutually agree to exchange jobs**,** they will notify the Association in writing. If the exchange does not violate any provisions of the collective bargaining agreement the Association will sign the notice and return it to the employees to forward to the Human Resources Department. If the District agrees that this staff adjustment is desirable, the employees may be transferred without posting the job positions.

C. Involuntary Transfers: In those cases where the District deems it necessary to make staff adjustments to meet the District's needs, the District may involuntarily transfer up to five (5) employees to existing vacant positions in the contract year without posting the open positions in consultation with the Association President/designee. Written notification for all transfers shall be given to the President.

1. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, Human Resources Administrator and the Building/Department Administrator and/or designee. No employee will be involuntarily transferred as a means of discipline.

2. When an employee is involuntarily transferred to a position contracted for less days or less pay than the present position, the employee's salary and number of days shall be maintained at the level the employee is working at the time of transfer. When an employee makes application for a voluntary transfer or reassignment, the condition of the involuntary transfer shall cease.

3. All benefits to which an employee is entitled that exist when the contract is signed shall not be reduced in the event of an involuntary transfer.

D. Supplemental work assignments will be filled according to the following:

1. All employees are eligible to apply for supplemental work assignments.

2. Work assignments within the bargaining unit (such as summer school, extended learning, etc., when provided by the District) shall be offered to the current bargaining unit employees within the job site. The priority for filling the position shall be to award the position to the person with the most seniority at the wage level of the position offered. If no employee in the bargaining unit at the wage level offered accepts the position, the position shall be offered to all bargaining unit employees and shall be awarded to the most senior qualified employee, who shall be paid their regular wage**.** If no employee within the job site agrees to fill the supplemental assignment, the District shall open the position within the bargaining unit. Members of the bargaining unit will be given first preference in accordance with the Collective Bargaining Agreement.

3. Regular and ongoing supplemental work assignments outside of the bargaining unit that are potentially eligible for overtime may not be accepted without prior written approval from the immediate supervisor and written notice to the YEOP President. The process for approving ongoing supplemental work assignments outside the bargaining unit that are potentially eligible for overtime shall be communicated to all employees annually. If an employee(s) covers or completes the general office duties of an employee who has taken a supplemental work assignment outside of the bargaining unit, the supervisor is required to address the workload of the employee required to cover and the priorities of work to be accomplished within the work day. Addressing the workload may include

overtime, which may be eligible to be taken as compensatory time, for the employee required to cover, authorized through the District's process. No employee will be disciplined or evaluated negatively due to the procedures outlined in this section.

5.3 JOB DESCRIPTION:

A. The District shall establish and provide the Association a copy of job descriptions of the bargaining unit. Such descriptions 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 before the change.

C. The District shall provide the Association notice of a change in a 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.

5.4 LAYOFF AND RECALL:

A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to reorganization, reduced revenues, increased expenditures or enrollment decline. In the event of the need for a reduction in work force, the District will notify the Association as soon as practicable. Information guiding the District's decision for a reduction will be made available to the Association before any layoffs occur.

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 within the bargaining unit.
- The only exceptions to seniority shall be in the case of employees who have specialized skills that no senior employees possess. 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 in the following order:

  1. In the event of a layoff, an impacted employee(s) shall have the right to exercise their seniority to transfer into an open position of the same pay level and term of employment days.

  2. The employer shall also have the option of moving the impacted employee into a position of the lower pay level with the same employment days, or more, at the same rate of pay the impacted employee previously received.

C. The following process shall be followed for a recall:

- It shall be the employee's responsibility to keep HR informed of their up to date phone number and address.
- HR shall create a recall list with the name of the employee and the position, location, time and date the employee is being recalled to.
- HR shall call the President of YEOP to communicate the recall, and
- HR shall email the President of YEOP the list of recalled employees and the positions they are being recalled to include the location, time and date the employee is to report.
- HR shall call the phone number on record of the laid off employee to relay the

information of when and where the employee shall return.

- HR shall also send notices of recall by certified or registered mail to the last known address as shown on District records.
- The employee is encouraged to respond with an email to the Classified Specialist in HR the employee's intent to accept the position. (This will provide the employee a record of the employee's response)
- A recalled employee shall be given at least three (3) days from receipt of notice to report their intent to return to work.
- Nothing shall prevent the employee and District from mutually agreeing to a longer return to work date.
- The District may fill the position on a temporary basis until the recalled employee can report for work.
- An employee who declines recall to perform work for which the employee is qualified or fails to respond within 3 business days of the U.S. Mail proof of receipt shall forfeit the employee's seniority rights and shall forfeit rights under paragraph D, layoff pool. i.e. receipt for mail is on Wednesday, 3-business days are Thursday, Friday and Monday. The employee shall respond by phone and/or email by 4:30 pm on Monday or shall be considered terminated from employment.
    - When an employee is moved to a lower paid position (level of pay or contracted days) a position opens up in their previous level/contracted days, the employee shall accept the first open position offered in the pay level/contracted days previously held (unless the position requires specialized skills). Should the employee refuse the position, then the employee shall continue in the position they were moved to but be paid at the pay level and/or contracted days of the position due to turning down the previously held position.
    - During the recall period should the impacted former employee's position be reopened, the employee who transferred into an open position as part of the RIF, shall revert back to the previously held position and the laid off employee with the most seniority shall be recalled if the position is refilled.
    - During the recall period, when a currently filled position is vacated and the District intends to fill said position, the District may post internally, allowing for the current employed members of this bargaining unit to backfill said opening. The vacant position created by the backfill process may then be filled by a recall of those employees currently laid off, when the District intends to fill said position.

D. An employee on layoff shall retain 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 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.

E. An employee on layoff shall have the right to purchase insurance benefits based upon COBRA laws, by paying the full cost of the premium to the Cobra Administrator.

5.5 NO SMOKING:

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. An employee who violates this contract provision is subject to Due Process/Just Cause provision of this agreement.

The District agrees to pay the cost of assistance in a one time only amount of up to one hundred dollars ($100) for no-smoking clinics and/or reimburse employees for the cost of smoking cessation aids, upon submission of receipts, to those employees who smoke and wish to quit smoking.

ARTICLE VI - LEAVES

6.1 SICK LEAVE:

A. At the beginning of each fiscal year, each eligible employee shall be credited with an advanced sick leave allowance of twelve (12) days per year with full pay to be used for absences caused by illness, injury, medical disability, including that caused by child-bearing or poor health of the employee or the employee's immediate family member, or individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. 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 or to one hundred eighty (180) days whichever is greater.

B. An employee hired after September 1 shall be credited with that percentage of twelve (12) days advance sick leave allowance. Sick leave shall be pro-rated accordingly for each eligible part-time employee working less than eight (8) hours per day.

C. The sick leave allowance for any fiscal year, in addition to sick leave accumulated, may be taken at any time during the year. Sick leave may only be taken for purposes set forth in paragraph A.

D. An employee entitled to sick leave required to be absent in excess of five (5) consecutive days may be asked to verify such absence by written confirmation from a physician.

E. Employees who are unable to work for any reason must report the absence through the automated attendance reporting system.

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 hour allotments, unless a substitute is required, and then must be taken in full/half day allotments.

6.2 SICK LEAVE POOL/DONATION/RECEIPT/USE:

6.2.1 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 can choose to donate sick leave to an individual, including to any employee in another WEA affiliated ESP bargaining unit in the Yakima School District or to the pool. 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. The employee may donate up to six (6) days during any twelve (12) month period. 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) Sick leave shall be donated on an hour for hour basis irrespective of the hourly rate of pay and shall not be refunded or returned to the donating employee at any time. The donating employee must donate leave in single day increments. Unused donated sick leave will be placed in the YEOP sick leave sharing pool to be used for employees in the YEOP bargaining unit only.

c) An employee desiring to donate leave shall provide the Payroll Office a written request setting forth the specific number of days donated. This written request shall be time and date stamped by the Payroll Office and forwarded to the Human Resources Department. The District shall maintain a list of donating employees, days donated, and intended recipient if applicable. Donated leave not used during any one school year shall remain on the list for the following school year for transfer to eligible employees.

d) Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first, prior to reducing the donating employee's current year sick leave benefit for purposes of yearly cash out. Eligibility for yearly cash out pursuant to Article VI, Section 6.3 of the Agreement shall not be affected by a donation of sick leave to another employee (WAC 392-126-104).

6.2.2 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 any of the WEA affiliated ESP bargaining units3

b) The receiving employee must comply with the provisions of Article VI, Section 6.1.E.

c) The employee receiving shared sick leave is allowed to maintain up to 40 hours of applicable leave in reserve and still be eligible for shared leave. Use of shared leave may be used intermittently and on nonconsecutive days, as needed by the affected employee. If donated leave is used for parental leave, it must be used in the sixteen (16) weeks following birth or placement or after pregnancy disability has resolved (within one (1) year after birth).

d) In any particular year, employees may receive an amount equal to no more than the employee's work year or up to a lifetime use of 522 days. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

6.2.3 Use of Donated Leave:

a) The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had been the employee's to begin with. Donated leave may be used for purposes authorized under RCW 41.04.660 including:

1. The employee is suffering from or has a relative or household member, as defined in WAC 392-126 suffering from an extraordinary, or severe illness, injury, impairment or physical or mental condition,
2. the employee is a victim of domestic violence, sexual assault or stalking, or
3. the employee is sick or temporarily disabled because of pregnancy disability,

4. the employee needs the time for parental leave to care for or bond with a newborn, adoptive or foster child,
5. the employee has been called to service in the uniformed services,
6. has volunteered for services in response to a state of emergency declared by Governor for the State of Washington or by the President for a federal state of emergency.

b) Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to this Collective Bargaining Agreement and in accordance with State law.

c) The receiving employee may use donated leave in one hour increments.

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

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

6.3 SICK LEAVE ACCUMULATION AND CASH-OUT:

A. Upon retirement, as defined by Department of Retirement System (DRS) or upon the employee's death, the employee may cash in unused sick leave at the rate of one (1) day for every four (4) days of accumulated sick leave to a maximum of 180 days as stated by Washington state law.

B. Upon retirement, the employee will cash in unused sick leave into the VEBA account.

C. In January of the year following any year in which a minimum of sixty (60) days of sick leave was accumulated an employee may cash out twelve (12) days of sick leave at a rate equal to one day's pay for each four full days of accrued sick leave.

D. The District and Association agree to offer sick leave cash out payments into the VEBA account for employees eligible for annual sick leave cashout and employees who are retiring. If an employee's accrued sick leave balance exceeds the number of days in the employee's work year or one hundred eighty (180) days, whichever is greater, the District will notify the employee. Any days in excess of the maximum accrual allowed under Article VI, Section 6.1. A. shall be cashed out at the 4:1 ratio and deposited in the employee's VEBA account.

6.4 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. An employee, when injured on the job may elect to use any accumulated sick leave time to receive the employee's normal salary. Payments from the Self Insured Workers' Compensation Pool **may** 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.

6.5 FAMILY ILLNESS:

In the event of accidents and/or serious illness in the immediate family (as defined in this Section) involving medical attention and/or hospitalization a maximum of **two (2)** days of absence with full pay is earned during one (1) year. Employees may use family illness to attend 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. Employees who are unable to work for any reason must report the absence through the automated attendance reporting system.

Immediate family is defined as being a father, mother, step-parent, sister, brother, wife, husband, fiancé, fiancée, significant other, domestic partner, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, live-in foster child or a more distant relative if living in the same household. In addition, if an employee has assumed parental status and responsibilities/relationship with another individual (referred to as Loco Parentis) the employee shall be allowed to use family illness leave.

Family illness leave in excess of the above designated number of days will be deducted from sick leave.

6.6 PERSONAL LEAVE:

An employee will receive two **and one half** (2.**5**) days of 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. Those employees with an accrued balance

exceeding five (5) personal leave days as of the last contracted work day, may cash out up to two (2) days per year of unused personal leave days at the employee's hourly rate of pay. The employee must inform the District payroll office in writing by the next payroll cutoff date after their last contracted work day each year of their intent to cash out unused personal leave days. In addition, any days that accrue above the seven (7) day accumulation limit shall be automatically cashed out and paid in the October paycheck. Upon retirement, the employee may cash out the entire unused personal leave day balance at the employee's hourly rate of pay.

Personal leave may be taken in one-hour allotments, unless a substitute is required, and then must be taken in full/half day allotments.

6.7 BEREAVEMENT LEAVE:

A. In the event of death in an employee's immediate family as defined in Article VI, Section 6.5, paragraph 2, the employee shall be allowed five (5) days with full pay. As noted in Article VI, Section 6.5, if an employee has assumed parental status and responsibilities/relationship with another individual (referred to as Loco Parentis) the employee shall be allowed five (5) days of bereavement leave with full pay. Employees may use additional days of sick leave upon mutual agreement with Human Resources.

B. In the event of death to an uncle, aunt, first cousin, nephew, or niece, one (1) day of absence with pay shall be allowed. Employees may use additional days of sick leave upon mutual agreement with Human Resources.

C. Bereavement leave is not accumulative.

D. An employee shall be granted up to five (5) days bereavement leave for the death of any other person with whom the employee has close emotional ties. Such leave shall be without pay, or the employee may use personal or sick leave.

E. Employees who are unable to work for any reason must report the absence through the automated attendance reporting system.

6.8 PARENTAL LEAVE:

6.8.1 Parental Leave:

a) A parent shall be entitled to take parenting leave to bond and care for a child after birth or after placement with the employee for adoption or foster care, for a period of up to sixteen weeks during any twelve-month period after the birth or placement. Such leave will be taken from available sick leave. If sick leave is not available a leave of absence without pay for childbirth or adoption for a reasonable length of time may be granted. Employees taking an unpaid leave of absence 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 the employee 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.

d) In case of the adoption of a child, the employee shall be allowed one (1) day of absence with pay.

6.8.2 Pregnancy-Related Leave/Disabilities:

a) 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. An employee 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. The District may require a physician's statement to determine if the employee is unable to work due to her temporary disability.

d) An employee requiring reasonable accommodations during pregnancy will be allowed those accommodations consistent with RCW 43.10.005.

e) An employee, when needed, will be provided with a reasonable break time in order to express milk after a child's birth and will be provided a private location, other than a bathroom, which may be used by the employee without having to provide a written certification from a health care professional.

6.9 JURY DUTY LEAVE:

Leave with full pay shall be granted to the employee who is required to perform jury duty, unless the employee is required to be present for jury duty, the employee shall be at the job site.

6.10 SUBPOENA LEAVE:

A. When an employee receives a summons requiring an appearance in court, the employee shall notify the employee's building principal or supervisor. For job related subpoena leave, the employee shall receive full pay, but shall remit to the District any fees 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 the employee's building principal or supervisor. For civic duty/subpoena leave, the employee shall receive full pay, but shall remit to the District any fees 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.

6.11 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 twenty-one (21) workdays during each work year. Such leave shall be granted in order that the employee may take part in military duty, training or drills. 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.

6.12 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.

6.13 PERSONAL/FAMILY HEALTH AND HARDSHIP LEAVE:

After all contractual leave provisions are exhausted in the case of personal or family health or hardship, upon recommendation of 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.

6.14 FAMILY AND MEDICAL LEAVE:

6.14.1 Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and 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; and,
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
5. Related to military deployment of a spouse or covered family member who is a member of the National Guard of Reserves.

6.14.2 FMLA rules also allow up to twenty-six (26) weeks of leave for a covered family member who is a member of the military and who is wounded in combat. Information regarding FMLA entitlements may be obtained through the Payroll Department.

6.14.3 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.

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.

6.14.4 EMPLOYEE ELIGIBILITY

a) 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: An employee works 6.5 hours per day and is paid for 195 days = 1,267.5 hours (180 workdays + 5 vacation days + 10 holidays) in the prior year would be eligible for FMLA.

b) 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) Employee must notify the district of medical treatment and make a reasonable effort to schedule the leave so as not to disrupt the district's operations.

f) Husband and wife who work for the district are both entitled to FMLA leave but it is limited to a total combined leave of 12 weeks within a 12 month period when the leave is for the birth/care of the newborn child, 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.

6.14.5 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.

6.14.6 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.

6.14.7 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 out of pocket payment is more than 30 days late, the district's obligation to maintain employee paid coverage for 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 dependent's 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.

6.14.8 RETURN TO WORK PROVISIONS

The employee has the right to return to the same or equivalent position with the same or equivalent benefits, working conditions and salary schedule placement consistent with the provisions of the Family Medical Leave Act.

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 the employee is fit to return to work and perform the duties of the position, or is fit to return to work and perform any available light duty work consistent with the employee's fitness.

6.15 LEAVE RETURN PROVISION:

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

This section shall apply to Section 6.8.2 Maternity Leave **as well as Section 8.4 or 6.14 if required by law in addition to where required by law (eg. FMLA/PFML)**. 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 **when applicable.**

6.16 WASHINGTON STATE PAID FAMILY MEDICAL LEAVE:

A. Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours during the past four (4) quarters in the State of Washington.

B. The employee may initiate the use of this leave prior to exhausting al1 accumulated sick leave or available leave. Not withstanding section 6.15 above PFML shall run concurrently with any FMLA leave to which the employee may be entitled, consistent with RCW 50A.04.250.

C. The District shall maintain health insurance benefits during periods of approved PFML leave.

D. The District shall pay the amount required by law and shall ensure ongoing compliance with the law. Upon written request to the Human Resources Director, the District shall

pay two (2) hours per day of sick leave pay, to be deducted from the employee's sick leave balance, to an employee who is utilizing the PFML program as a supplemental benefit. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

6.17 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. An employee who voluntarily seeks assistance, or who is 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 IV, Section 4.4 of this Agreement. An employee has the right to grieve under the terms of this Agreement (Article X) 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. An employee who violates 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 IV, Section 4.2 above.

6.18 INCENTIVE DAY FOR YEARS OF SERVICE:

At the completion of 14 consecutive years of employment with the District an employee shall receive one (1) incentive day off with pay until the completion of their 19th consecutive year of employment. An employee shall then receive one (1) additional incentive day for a total of two (2) incentive days each year. Years shall be calculated from the original date of hire with the district. Notification regarding eligibility for incentive day(s) will be given in September following the 14th or 19th year of employment**.** Such leave shall not accumulate from year to year. This leave is to be taken according to mutual agreement between the employee and the immediate supervisor by completing a leave request form. An employee who does not take their incentive day(s) will not be compensated in any other way. If an employee vacates their position before the end of their contracted year and has taken this leave during that year, the leave will not be reversed.

ARTICLE VII - VACATIONS/HOLIDAYS

7.1 VACATIONS:

A. All 260-day employees subject to this Agreement shall be granted vacation as follows:

During the first four (4) years of service within YEOP, ten (10) days each year
At the completion of 4 years of service within YEOP 15 days each year
At the completion of 10 years of service within YEOP 20 days each year
At the completion of 20 years of service within YEOP 25 days each year
During the first year of service, vacation days will be prorated according to the following formula: number of work days left in the year divided by the total work year, multiplied by the number of vacation days granted. An employee hired on or before December 31 shall be granted and paid second year status the following September 1. An employee hired after December 31 shall remain at first year status until September 1 of the year after hire.

Vacation benefit for all 260 day members will be “front loaded” at the beginning of the school year. If an employee separates from employment with the District, any vacation days that have been used and not earned will be deducted from the balance of the employee’s final pay.

It is mutually agreed that vacation shall be scheduled at the request of the employee unless such vacation time would disrupt the normal activities of the District. Up to 10 days of unused vacation days may be carried over into the next year, accumulative to a maximum of 35 days. For those 260 day employees who earn 25 vacation days a year, a maximum of 20 vacation days may be used during the school calendar year while the remaining days may only be used during the summer break. Should an employee request to use any carryover days in addition to their yearly annual vacation, said request shall be made to the Human Resource Department. This request shall be made in writing.

Up to 35 days of vacation may be cashed out upon retirement at per diem.

B. Vacation days for 197-day and 217-day employees shall be provided as additional paid days which are annualized and paid over twelve (12) months. These days are not to be used to take time off during the work year. All 197-day and 217-day employees covered by this Agreement will receive paid vacation days as follows:

197-day employees:

At the completion of 1 year of service within YEOP 5 days of paid vacation
At the completion of 2 years of service within YEOP 6 days of paid vacation
At the completion of 3 years of service within YEOP 7 days of paid vacation
At the completion of 4 years of service within YEOP 8 days of paid vacation
At the completion of 5 years of service within YEOP 9 days of paid vacation
At the completion of 6 years of service within YEOP 10 days of paid vacation each year
At the completion of 10 years of service within YEOP 12 days of paid vacation each year

217-day employees:

At the completion of 1 year of service within YEOP 7 days of paid vacation
At the completion of 2 years of service within YEOP 10 days of paid vacation each year
At the completion of 10 years of service within YEOP 15 days of paid vacation each year

The rate of pay for vacation days shall be the number of hours worked times the employee's hourly rate of pay. The number of paid vacation days will be paid over the ensuing twelve months.

During the first year of service, vacation days will be prorated according to the following formula: number of work days left in the year divided by the total work year, multiplied by the number of vacation days granted. An employee hired on or before December 31 shall be granted and paid second year status the following September 1. An employee hired after December 31 shall remain at first year status until September 1 of the year after hire.

7.2 HOLIDAYS:

A. All 260-day employees receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Juneteenth (June 19th or designated day)
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day before Christmas
12. Christmas Day
13. Day after Christmas

B. If one (1) of the above holidays falls on a weekend, the employee shall be given one (1) day's pay/or allowed to take one (1) day during the workweek.

C. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

D. 197-day and 217-day employees shall receive the following paid holidays:

197-day employees:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Juneteenth (June 19th or designated day)*
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas Day
11. Christmas Day

*Juneteenth will be provided as a paid holiday for 197 day employees if the employee workyear encompasses this date (the day before and after this holiday must fall within the work year)

217-day employees:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Juneteenth (June 19th or designated day)
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day before Christmas Day
12. Christmas Day

E. The number of paid holidays listed above shall be added to the number of contract days worked.

F. Rate of pay for paid holidays shall be computed as for vacation days (Article 7.l).

G. An employee who is required to work on the above holidays shall receive pay due the employee for the holiday, plus the appropriate base rate for the day worked.

ARTICLE VIII - HOURS OF WORK/SALARY/BENEFITS

8.1 HOURS OF WORK:

A. All regular employees shall be scheduled to work no more than forty (40) hours per week. The standard work hours for full-time employees will be eight (8) hours per day. The parties agree that if a part time employee who works less than eight (8) hours is regularly working additional hours above the hours originally assigned to their position, the employee, Association and District will meet to determine if the hours assigned to the position need to be adjusted. The Employer shall establish regular and daily work hours. Employees who are contacted after the work day by their supervisor to complete work duties shall record their time actually worked in not less than fifteen (15) minute increments, submit these timesheets monthly, and be paid the appropriate rate of pay for the time worked.

B. Employees shall be allowed a meal period of at least one-half (1/2) hour, but no more than one (1) hour, which commences no less than three (3) hours and no more than five (5) hours from the beginning of the workday. This meal period shall be a duty free period and the employees may leave the job site. Any employee who is called away from their lunch

and not given the opportunity to make up the time during the work day will be allowed to time sheet the time and be paid for the missed lunch break.

C. Employees shall be allowed a rest period of not less than fifteen (15) minutes for each four (4) hours of working time. Rest periods shall be scheduled as nearly as possible to the mid-point of the work period. No employees shall be required to work more than three (3) hours without a rest period. Employees may shift their breaks up to forty-five (45) minutes from the scheduled time due to unforeseen circumstances. Employees shall not work through their breaks except at the specific direction of their supervisor. If an employee is directed to work through the employee's break due to a deadline or workload issue the employee shall arrange with the employee's supervisor a time when the missed break is to be made up during that same day. Breaks shall not be added to other breaks or the beginning or end of a work day.

D. Overtime rate of pay shall be one and one-half (1-1/2) times the hourly rate of pay for individual employees. Overtime shall be considered as time worked after the regular eight (8) hour day .

E. 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. If compensatory time is denied, the employee shall be given the reason in writing and paid for the overtime worked. Accumulation of compensatory time shall not exceed thirty-two (32) hours and shall be used by August 31 of the year in which it was earned. Any balance of compensatory time on August 31 will be paid to the employee. **The District shall develop and implement a consistent system/process for requesting and tracking the accrual and use of compensatory time.**

F. 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. Overtime that is worked due to unforeseen circumstances (i.e, student/family/agencies in office, report deadline, etc.) will not be denied.

G. The District shall notify employees of a school closure or delay as soon as possible. Should an employee who works a 197 or 217 work year report to work prior to the District providing notification, the employee shall receive a minimum of one (1) hour of report to work pay. 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.

H. The District will schedule an early release day on either the day before Thanksgiving or the last working day of the year. Employees who work more than five (5) hours will work a five (5) hour day and be paid for their normal contracted work hours. Employees working five (5) hours or less a day will work their normal hours. If an employee does not work on the scheduled date, appropriate leave must be taken for the entire day.

I. The work year schedule for employees who work a 197 day or 217 day work year shall be set annually on or before May 15 for the subsequent year. If the school year calendar includes student days off (e.g.Treaty Day) employees may have the option to work these days as part of their normal 197/217 work year with the written approval of their director/principal and the Human Resources Director.

8.2 SALARY:

A. The Yakima Education Office Professionals' salary schedule is attached (Appendix A). Employees will make incremental step movement each year on the salary schedule.

B. An employee who has reached the last step of a salary level and moves to a position at a different level will be placed at the step of the new level most consistent with the employee's actual years of District experience.

C. Each new employee will be given a classification and placed accordingly on the salary schedule. Salary payments shall be annualized over twelve (12) months for all positions starting at the beginning of the contract year.

D. The Reclassification Steering Committee will continue to review recommendations of the salary/reclassification study. Any implementation shall be by mutual agreement between the parties as part of negotiations. The committee shall only make recommendations to each party. This does not preclude the Reclassification Steering Committee from following their established protocols on position review and implementation.

E. An employee working as a temporary fill-in in a position with a higher wage shall be paid the higher wage for each day worked.

F. A new hire to the bargaining unit shall be given prior experience credit on the salary schedule if compensated work experience was in a comparable occupational field. The new hire to the bargaining unit will be placed on the salary schedule and based on experience no higher than step three (3) with an exception being those new hires who have Washington State Public School District or ESD experience, will be placed on the salary schedule based upon years of experience. One (1) year of experience credit will be given for each one hundred ninety-seven (197) or more consecutive days worked per year in the same position. Employees must provide documented verification of prior work experience within forty-five (45) days from their date of hire.

G. An employee hired on or before December 31 shall be granted and paid second year status the following September 1. An employee hired after December 31 shall remain at first year status until September 1 of the year after the year of hire.

H. Payday shall be the last District business day of each month.

I. 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.

J. All compensation owed to an employee who is leaving the District shall be paid at the next regular payroll date after the final day of employment.

K. Overpayments made by the District to an employee 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.

L. Employees holding an AA degree or higher or who have earned ninety (90) hours of college credit and/or the equivalent in clock hours (ten (10) clock hours is equal to one (1) credit) shall receive a eighty dollar ($80.00) stipend per month. Employees must turn in

documentation of the degree/credit to the District prior to the monthly payroll cut-off date in order to receive the stipend for that month. **Employees shall receive this compensation beginning in the pay period following submission of documentation.**

M. Employees will be reimbursed for the full cost of fingerprinting and drug testing in the first paycheck after hiring when the employee incurred the cost of said items in order to be hired by the Yakima School District.

8.3 BENEFITS: SCHOOL EMPLOYEES BENEFIT BOARD (SEBB) INSURANCE AND VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION (VEBA)

1) Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program administered by the Washington State Health Care Authority. The District contribution will be equal to the state funded allocation rate and will be paid throughout the school year for all eligible employees who meet the eligibility requirements defined below. For purposes of benefits provided under the SEBB, "school year" shall mean September 1st through August 31st. The Association shall be notified of any changes in policy coverages or costs.

2) Benefits provided by the SEBB will include but not be limited to:

    1) Basic Life and accidental death and dismemberment insurance (AD&D)
    2) Basic Long-term Disability
    3) Vision
    4) Dental including orthodontia
    5) Medical Plan
    6) Enrollment for group insurance programs shall be during the first thirty (30) days of employment or during the open enrollment period. Open enrollment for salary insurance is as designated by SEBB. An employee shall advise the insurance program within sixty (60) days of a change of family status to request coverage changes.

3) Employees will also have the option to:

    1. enroll in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected.
    2. utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).
    3. voluntarily participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).

4) Employee Eligibility: All employees, including substitute 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.

5) Dependent Eligibility: Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal

obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

6) Calculation of Hours: All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

7) Paid Leave: Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

8) Unpaid Leave: Employees on unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met or anticipated to meet the 630-hour requirement during the school year. An employee on unpaid leave who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year will have the option of self-paying the employer and employee portions of the premium and continue their benefits for a maximum allowed by law or the School Employees Benefit Board (SEBB).

9) Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

10) Plan Year/Benefit Coverage Period
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, unless the employee resigns prior to August 31, in which case coverage will continue until the end of the month in which they resign.

11) The VEBA pool will consist of the one hundred seventy-five thousand dollar ($175,000) annual District contribution and any funds not distributed to employees in the previous work year. The VEBA pool will be divided equally to all employees of the bargaining unit employed as of September 10, of each year and distributed as a one-time payment to the employee's individual VEBA account no later than Oct 31.

ARTICLE IX - MISCELLANEOUS

9.1 STAFF DEVELOPMENT:

A. **In-service Policy:** The Human Resources Director or designee shall annually work with the Association In-service Committee to establish an In-service training program for all Association employees. Committee approved requests will be submitted to the Human Resources Director for final approval and signature. The District shall allocate twenty thousand dollars ($20,000) which may be used in combination in any of the following areas:

1. To provide in service training inside and outside of the regular workday, Professional Day(s), and prior to the beginning of school. Employees attending in-service 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 would assist the employee in meeting other District requirements for advancement. The parties recognize opportunity for in-service inside the workday will be limited.
2. To reimburse employees for the costs of pre-approved, job related course work at an accredited institution and for related supplies and materials. The District will provide this payment upon completion of the course, provided the course work is completed at grade C or above. Any employee receiving 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.
3. To provide travel expenses for employees to attend job related professional conferences. If a substitute is required, the substitute cost will be paid by staff development funds.
4. A committee to monitor staff development and expenditures shall be established consisting of District and Association representatives. The Committee will annually establish a calendar and a staff development budget utilizing the above funds.
5. Unused in-service money from the current year shall be forfeited**.**
6. YEOP members, when approved by their Supervisor, may attend the National Education Office Professional and/or the NEA ESP conferences provided sessions pertain to job related skills. Employees will provide the district documentation of job related sessions attended or to be attended.

B. Annually, in consultation with YEOP Leadership, an in-person training will be held for YEOP staff members, for the purposes of refreshing or providing updates on critical reminders/information in various processes, including but not limited to registration, scheduling, and attendance.

For required training that is comprehensive or technical in nature (e.g., major system rollouts), the supervisor in consultation with the employee shall identify a designated timeframe and suitable location that balances the employee's need for focus with the operational needs of the building/department.

For routine, brief, or annual compliance training, employees shall work with their supervisor to utilize flexible windows during their regular workday as workload permits, recognizing that normal office operations will continue.

9.2 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 for employee's meals shall be in accordance with Board Policy. Other reasonable travel expenses shall be reimbursed by the District upon timely presentation of the travel claim form.

C. An employee shall be entitled to reimbursement for out-of-District travel in the event the employee is required to travel out of the District on District business.

D. An employee shall not be required to use the employee's private vehicle to transport parents, children or transport-oversized equipment.

9.3 CELL PHONE USAGE:

Employees will not be expected or required to use their personal cell phones for job related purposes.

9.4 BUILDING RESPONSIBILITIES:

A. When the building is without the building administrator or designee, the administrator shall have a posted list of designees who shall be responsible for being in charge of the building. A member of YEOP shall not be placed on the list of designees.

B. In the event that an employee's work environment is being impacted by an unruly or noncompliant student or parent, the matter shall be referred to building administration, and administration shall respond in a manner reasonably calculated to remedy the situation. Absent a building administrator, the member of YEOP may take reasonable action deemed necessary to provide a safe work environment including calling 911.

C. Administration shall ensure appropriate supervision of students assigned to the office. YEOP members shall not be assigned sole responsibility for supervising such students except in unforeseen emergencies where immediate action is necessary to protect the health or safety of a student. Such emergency situations shall be temporary and shall not constitute a regular assignment or past practice. No YEOP member shall be required to remain beyond their contracted work hours to supervise students except by mutual agreement or as otherwise compensated under this Agreement.

D. All office staff will be made aware of students with behavioral plans (upon completion of the plan) and student with known behavior likely to cause harm or injury to others who the office staff will come in contact with. If a secretary has a question about the behavior of a particular student, they may confer with the principal.

9.5 BLOOD DONATION:

An employee who wishes to give blood should request necessary time from the employee's direct supervisor. Those requests which do not significantly disrupt the normal work schedule shall be approved.

9.6 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.

9.7 DISPENSING/ADMINISTERING MEDICATION:

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

9.8 MENTORSHIP PROGRAM:

All employees will be eligible to participate in a voluntary mentorship program for one calendar year following their hire to a new position. Mentors will be mutually selected by Human Resources and the YEOP President. Preference will be given to mentors who have proficient experience in the position held by the mentee. Both mentees and mentors are authorized to be compensated at the appropriate rate of pay for up to twenty (20) hours for working together outside of the scheduled work day. The mentor/mentee team will be responsible for meeting with the mentee's supervisor at the beginning of the mentorship to gather input on specific job requirements and then will develop a plan using the Job Duty Checklist. Time shall be reported on time sheets monthly and include a description of plan activities undertaken. The mentor is not a supervisor and the information shared during the mentor/mentee meetings will not be used to evaluate the job performance of either employee.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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 the employee's grievance at Step One, the grievant(s) may appeal the Step One decision, in writing, to the Human Resources Director or designee within five (5) days after the receipt of Step One decision, or within ten (10) days after filing the grievance at Step One if no decision has been rendered. A copy of this appeal shall be sent by the grievant(s) to the immediate supervisor 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 the employee's 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 at Step Two 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 to the Step Three decision and shall render a written decision to the grievant(s) within five (5) days after the Step Two 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 not resolved 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 attention to arbitrate within thirty (30) days of receipt the Step Three written decision of thirty-five (35) days after filing of the Step three appeal if no Step three 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 Association president will request a list of fifteen (15) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency

for the final arbitrator selection. Hearing shall be conducted in accordance with the rules of the agency that was selected. 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.

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 its own attorney's fees and 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.

10.6 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.

10.7 DISTRICT/ASSOCIATION COOPERATION:

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

10.8 RELEASED TIME:

Grievances shall ordinarily be processed during the regular workday and release 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.

10.9 FREEDOM FROM REPRISALS:

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

10.10 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 C.

10.11 PERSONNEL FILE:

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the Personnel file of the participant(s).

ARTICLE XI - TERM OF AGREEMENT

A. This Agreement shall become effective as of September 1, **2026** and shall continue in full force and effect until August 31, **2028.**

B. 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.

C. This Agreement may 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 fifteen (15) calendar days. Any agreements made by the parties during the term of this Agreement must be made through a written memorandum, signed by the President of the Association and the District designee.

D. The parties recognize the obligation to bargain under RCW 41.56.030 (4). Should legislative action result in impacts to this Agreement, the parties agree to meet at a reasonable time, to negotiate in good faith those issue impacted by legislative changes.

SIGNATORIES

REPRESENTATIVES, YEOP:

Jeannette Tejeda
President, Yakima Educational
Office Professionals

10/27/2026
Date

SIGNED FOR THE EMPLOYER:

President, Board of Directors
of Yakima School District No. 7

ATTEST:
Superintendent & Secretary of the Board

Oct. 27, 2026
Date

APPENDIX A-1-A

YAKIMA SCHOOL DISTRICT
YAKIMA EDUCATIONAL OFFICE PROFESSIONALS
SALARY SCHEDULE 2026-27
Annual Step Increment Increase=4%

Effective September 1, 2026

STEP	1	2	3	4	5	6***	
LEVEL 3	$24.62	$25.61	$26.62	$27.69	$28.81	$29.97	Hourly Rate
LEVEL 4	$26.55	$27.61	$28.70	$29.84	$31.05	$32.29	Hourly Rate
LEVEL 5	$28.79	$29.94	$31.11	$32.34	$33.67	$35.00	Hourly Rate
LEVEL 6	$31.03	$32.26	$33.56	$34.90	$36.30	$37.73	Hourly Rate

**At the completion of the 10th year of continuous employment in the Yakima Educational Office Professionals Association bargaining unit.

DEGREE

	Monthly	*Annual*
AA DEGREE	$80.00	$960.00

APPENDIX A-1-B

YAKIMA SCHOOL DISTRICT
YAKIMA EDUCATIONAL OFFICE PROFESSIONALS
SALARY SCHEDULE 2027-28

The District will increase the 2026-2027 salary schedule by COLA/IPD percentage determined by the Washington State Legislature.

APPENDIX A-2 – PERSONNEL POSITIONS

Level 3

Early Learning Office Assistant
Teaching and Learning Program Specialist
High School Attendance Specialist
High School Library/Computer Lab Specialist
High School Secretary/Receptionist
Library Support Secretary
Middle School ASB Specialist
Middle School Attendance Specialist
Middle School Library Specialist
Middle School Receptionist
Middle School Records Secretary/Registrar
Migrant Program Specialist
Office Assistant, Elementary
Special Education Receptionist
Student and Family Center Specialist

Level 4

Alternative School Registrar
Central Registration Enrollment Specialist
Front Desk Coordinator/Receptionist
Discipline/HIB Specialist
High School ASB Specialist
High School Assistant Registrar
High School Registrar
High School Scheduling/Grading Specialist
High School Student Scheduling Secretary
Human Resources Application Specialist/Receptionist
Resource Center Specialist
Satellite Alternative Programs and Yakima Online Office Manager
Satellite Program Registrar
Satellite Program Specialist
Special Education Records and Compliance Specialist
Teaching & Learning Program Specialist
Transportation Secretary
YV Tech Registrar
YV Tech Attendance/ASB Specialist

Level 5

Alternative School Office Manager
Ancillary Programs Office Manager
Assistant to the Executive Directors of K-12 Leadership & Accountability and School Improvement
Athletics/Facility Rental Secretary
CTE Financial Secretary/Office Manager

Early Learning Office Manager
Elementary School Office Manager
Food Services Accounting Coordinator
Child Nutrition Accounting Coordinator
Fund Accountant
High School Office Manager
Maintenance/Operations Office Manager
Maintenance and Operations Specialist
Middle School Office Manager
Payroll Specialist
Safety and Security Secretary
Student Services Office Manager
Technology Services/District Data Center Office Manager
Translation Specialist (with certification)
Transportation Office Manager
YV Tech Office Manager

Level 6

Certificated Placement Coordinator
Certificated HR Coordinator
Classified HR Coordinator (refer to MOA)
K-12 Program Coordinator
Language Access Coordinator (refer to PERC Unit Clarification Settlement)
Payroll Coordinator
Special Education Fiscal Coordinator
Special Education Program Coordinator
Student Services Coordinator (refer to MOA)
Teaching and Learning Special Programs Coordinator

APPENDIX B - EMPLOYEE EVALUATION SUMMARY

YAKIMA PUBLIC SCHOOLS
YAKIMA SCHOOL DISTRICT NUMBER 7

Yakima Education Office Professionals EMPLOYEE EVALUATION

Name: _____

Building: _____ Evaluator _____

Date of Evaluation: _____

	Meets District Criteria	Does Not Meet District Criteria
1. Meets Job Expectations…… ……	☐	☐
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.

06/18/09

APPENDIX C – YEOP GRIEVANCE FORM

STEP **ONE**

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:

As the Grievant ( ) I accept ( ) I do not accept

_____

Signature of Grievant/Association **Date**

STEP TWO

Date of Appeal_____
Response by **Human Resources** Director of Classified Professionals:

As the Grievant ( ) I accept ( ) I do not accept

_____

Signature of Grievant/Association **Date**

STEP **THREE**

Date of Appeal _____

Response by Superintendent:

As the Grievant ( ) I accept ( ) I do not accept

_____

Signature of Grievant/Association **Date**

STEP **FOUR**

Date of Appeal to **Arbitration** _____

APPENDIX D What Does "Just Cause" Mean?

The concept of "just cause, referenced in § 4.4, 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.

Memorandum of Agreement

Between
The Yakima School District (District)
And the
Yakima Educational Office Professionals Association (Association)
RE: Unit Clarification Positions

The parties to this Agreement are the Yakima School District (District) and the Yakima Educational Office Professionals Association (Association).

The parties agree to the following unit clarification:

1. The District shall immediately acknowledge and move the position of Classified Human Resources Generalist back into the Association bargaining unit. The title of the position will be changed to Classified Human Resources Coordinator. Upon the current employee retiring, transferring, promoting out of the position, terminating or any other circumstance in which said employee vacates the position, the position of Classified Human Resources Coordinator shall be advertised and filled as a YEOP bargaining unit position at Level 6 of the YEOP Collective Bargaining Agreement (CBA). All other terms and conditions of employment for said employee shall remain the same as her current classification and compensation and benefit package until such time as she vacates the position.
2. The District shall immediately acknowledge and move the position of Student Services Coordinator, back into the Association bargaining unit. Upon the current employee retiring, transferring, promoting out of the position of Student Services Coordinator, terminating or any other circumstance in which said employee vacates the position, the position of Student Services Coordinator shall be advertised and filled as a YEOP bargaining unit position at level 6 of the YEOP Collective Bargaining Agreement (CBA). Effective the 2025-26 academic year, the current employee shall be subject to the terms and conditions of employment as set forth by the YEOP CBA, with the exception of salary. The employee shall remain at their current annual salary and shall receive their annual increase of IPD or 1.5%, whichever is less, until such time that the YEOP Level 6, Step 6 wage is greater than or equal to their annual salary. When the YEOP Level 6, Step 6 wage is greater than or equal to the employee's annual salary, the employee's salary will then be determined by the YEOP CBA thereafter.
3. In return for the two positions above, the Association cedes the position of Legal Public Records Coordinator to the District.
4. This Memorandum of Agreement shall be in full force and effect until all terms and conditions contained herein have been satisfied and until positions named in #1 and #2 above are fully integrated into the YEOP Bargaining Unit.

SIGNATURES

For Yakima Educational Office Professionals _____

DATE:_____

For Yakima School District _____

DATE:_____