

COLLECTIVE BARGAINING AGREEMENT

between

YAKIMA MAINTENANCE ASSOCIATION
A Division of Washington Education Association

and

YAKIMA SCHOOL DISTRICT NO. 7

Yakima, Washington

September 1, 2025 to August 31, 2028

YAKIMA MAINTENANCE ASSOCIATION

2025-2028

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Note: **Bold** is new language for **2025- 2028** negotiated agreement.

PURPOSE OF AGREEMENT

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

DEFINITIONS

- "District" shall mean the Yakima School District No. 7, County of Yakima, Washington.
- "Association" shall mean the YMA (Yakima Maintenance Association affiliated with the ESP/WEA/NEA).
- "Parties" shall mean the District and the Association as cosigners of the Agreement.
- "Agreement" shall mean the collective bargaining agreement signed by the parties.
- "Employee" shall mean a member of the bargaining unit.
- "Day" shall mean business day of the District, except during Winter Break and Spring Break.
- "Superintendent" shall mean the chief administrator of the District.
- "President" shall mean the presiding officer of the Association.
- "Act" shall mean RCW 41.56, the Public Employees' Collective Bargaining Act.
- "PERC" shall mean the Public Employment Relations Commission.
- "Gender" where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

ARTICLE I-RECOGNITION

SECTION 1.1

The Employer recognizes the Association as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time employees, substitute and temporary employees under RCW 41.56 and as defined by this Agreement in the Maintenance Department of the Yakima School District; excluding supervisors, confidential employees, casual substitutes and all other employees of the Yakima School District.

ARTICLE II -BUSINESS

SECTION 2.1 - STATUS OF AGREEMENT

2.1.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

2.1.2 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.

SECTION 2.2-ISSUANCE OF SALARY AUTHORIZATION FORM

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, and hours of work.

SECTION 2.3 - CONFORMITY TO LAW

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement is found to be contrary to law by tribunal of competent jurisdiction, such provision shall have effect only to the extent permitted by law, and all other provisions of this Agreement shall continue in full force and effect. Upon request of either party, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for any provision found contrary to law. Negotiations shall commence within two (2) weeks of the request by either party.

SECTION 2.4 - DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the ratification of this Agreement by the parties, the Agreement shall be made available for viewing and/or printing by staff members and members of the Association on the District's website at www.ysd7.org. All individuals making employment applications for bargaining unit positions to the District may, upon request, read a copy of the Agreement in the Human Resources Office. The entire Agreement in effect at the time will be distributed by the Human Resources Office to all newly hired employees.

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.

SECTION 2.5 -AGREEMENT ADMINISTRATION/INTERPRETATION

Upon request by either party, the Association representatives and the District administrators shall meet to discuss school problems relating to interpretation or compliance with this Agreement. When a request is made, this meeting shall be held within five (5) days, at a mutually agreed time.

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

SECTION 2.6 - MANAGEMENT RIGHTS

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

SECTION 2.7 - ASSOCIATION RIGHTS

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

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 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, and census data. The Association shall have the right, upon request and if available, to all of the personal contact information including the names, personal home/cell phone numbers, email addresses, and physical addresses of all members of the bargaining unit, the salaries paid to bargaining unit members, and the educational background of bargaining unit members. The Association shall have the right to such other information which would reasonably assist the Association in representing employees regarding wages, hours and working conditions. The President shall be provided with a list of new hires following each monthly Board meeting.

2.7.5 The Association shall have the right to use District mail service for communication purposes.

2.7.6 The Association shall have the right to use District facilities and equipment, technology *(including computers/email/fax machines),* and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and/or provided that use will not interrupt normal school operations.Any supplies or materials

that are used for flyers, newsletters or meeting notices by the Association shall be recorded and paid for by the Association.

2.7.7 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 work day.

2.7.8 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.

2.7.9 Employees requested by the District to participate in any joint meetings shall suffer no loss of pay or benefits or any reduction in Association Leave.

2.7.10 The President shall be informed in writing of any newly created positions, additional seasonal positions and/or temporary positions or any changes in employment status affecting employees and shall also be notified of any grievances and disciplinary meetings. Upon receipt of the above notice, the President may meet and provide input to the Director of Maintenance.

SECTION 2.8 - RIGHTS OF EMPLOYEES

2.8.1 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.

2.8.2 The District shall take no action to interfere, restrain, coerce, or discriminate or encourage or discourage membership in any employee organization.

2.8.3 Each employee shall have the right to bring matters which they feel violate their rights under this Agreement to the Association representative and/or appropriate officials of the District.

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

2.8.5 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.

SECTION 2.9 - NON-DISCRIMINATION

2.9.1 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, handicap, or membership in, or association with the activities of the Association.

2.9.2 The parties will work together to assure equal employment opportunities to all.

2.9.3 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.

2.9.4 Employees filing a claim with an administrative entity or in civil court shall not have access to the grievance procedure for alleged violations, where both claims arise out of or involve the same facts.

SECTION 2.10 - DEFINITIONS OF EMPLOYEES

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

2.10.2 Probationary Employee: Probationary employees are those hired by the District who have not completed one (1) 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 District will meet with the employee. Written notification shall be given prior to the dismissal.

2.10.3 Temporary Employee: Temporary employees are those employees hired and assigned to a specific temporary job assignment. The temporary job employee and assignment shall not exceed sixty (60) work days (equivalent of no more than 480 hours), the previous twelve (12) months. Temporary employees shall be paid 90% of the base rate of pay (Step 1, Article VII, Section 7.2.1) of the temporary assignment per hour. Temporary employees shall not be covered by any other terms and conditions of this Agreement.

Temporary employees will not be used to replace probationary and/or regular employees.

2.10.4 Long-Term Substitutes: A long-term substitute is defined as a substitute employee who works twenty (20) or more consecutive days in the same position. Long-term substitutes shall not be covered by the terms and conditions of this Agreement except as identified in this Section.

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

a. Long-term substitute employees shall be paid ninety percent (90%) of the base rate of pay (Step 1, Article VII, Section 7.2.1) set forth in the salary schedule.
b. Long-term substitute employees who work six hundred thirty (630) hours shall receive insurance benefits, and shall be eligible for

Association membership and to pay Association dues.

c. 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 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.

2.10.4.2 Long-term substitutes (thirty (30) days in a school year). A long-term substitute who works sporadically for thirty (30) days or more in a school year, shall be considered a member of the bargaining unit, but shall not be covered by the terms and conditions of this Agreement, except as identified in this Section.

SECTION 2.11 - DUES

Each regular, probationary, or long-term substitute employee who chooses to become a member of the Association shall provide the District with a payroll authorization to deduct said dues and assessments of the Association. The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Yakima Maintenance Association, the Washington Education Association (WEA) and the National Education Association (NEA). The District shall transmit WEA/NEA dues to the Washington Education Association. The District shall transmit ESP local dues to the local Association Treasurer.

Upon proper authorization by the employee, the District shall transmit WEAPAC and NEA-FCPE donations to the entity designated by the Washington Education Association each pay period.

The Association agrees to hold harmless, defend, and indemnify the District from any liability arising out of the deduction and transmission of ESP/WEA/NEA and local dues as well as WEAPAC and NEA-FCPE donations.

SECTION 2.12 - ASSOCIATION LEAVE

Employees shall be released upon the written authorization of the President or designee without loss of pay in conjunction with those duties which cannot be done outside of the normal workday up to thirty (30) days plus up to five (5) additional days carried forward from the prior year, if not used, for a total of up to thirty (35) days. The released time is to be arranged with the Maintenance & Operations (M&O) director or designee. In case a substitute is used, the Association shall pay for the cost of this substitute.

SECTION 2.13 - MISC PROVISIONS

2.13.1 The District shall provide each employee five (5) work shirts per year. Work shirts will be replaced as needed. Shirts will normally be worn during the workday.

2.13.2 Medical Exams: Any physical examination, T.B. skin test, inoculations or X-rays, required by the Employer, shall be taken on Employer time and shall be paid by the Employer, provided said services are by a certified physician or institution. Payment by the Employer for inoculations shall be made only after applicable insurance coverage has been paid by insurance.

2.13.3 Liability: The Employer agrees to provide insurance coverage on behalf of the employees in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of their employment.

2.13.4 Student Supervision: Employees will not supervise students unless mutually agreed to, in writing by the Association and the District.

2.13.5 Secure Storage: Employees will be provided lockable storage lockers at the Maintenance Shop to store their personal belongings. Employees are responsible for providing their own locks.

ARTICLE III - PERSONNEL

SECTION 3.1 - JOB DESCRIPTIONS

3.1.1 The District shall establish and provide the Association a copy of job descriptions of the bargaining unit upon written request. Such description shall be provided to the President or designee.

3.1.2 When the District makes a change in a particular job description, a copy of the new job description shall be provided to the Association and to the affected employee and the employee's supervisor within thirty (30) days after the change.

3.1.3 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.

3.1.4 Prior to the District posting a position within this bargaining unit, a copy of the position and job description shall be forwarded to the Association President. Should the position inadvertently be posted publicly without first being sent to the Association President, upon request the posting shall be placed on hold until such time the Association and HR can meet to review and reach consensus on the posting.

SECTION 3.2 - WORK HOURS/OVERTIME

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Work Day, Week & Year: The regular work week shall consist of forty (40) hours and shall be five (5) consecutive days, within a Monday through Sunday calendar week. The regular

work year shall consist of 260 workdays. The District will notify employees by September1 each year if the annual District work year calendar exceeds two hundred sixty (260) work days. Each employee shall take any day(s) off without pay above the standard 260 day work year, providing the employee has received prior approval, and will input the day(s) as non-work day(s) in the absence reporting system. Eight (8) hours shall constitute a day's work to be completed within eight and one-half (8-1/2) consecutive hours. All employees shall be allowed one-half (1/2) hour duty-free lunch. The District retains the right to assign work within a forty (40) hour work week to best meet District needs. Each employee will be assigned a fixed work schedule for the work week. Provided, the work schedule may be changed with two (2) weeks prior notice, except in the case of emergency, where no notice will be required. With two (2) weeks prior notice, the District may make temporary changes in the employee's assigned work schedule in order to complete specific work assignments/projects without disruption of the student/teacher workday. Employees will schedule days off (without pay) at time(s) mutually agreeable with their supervisor.

3.2.1 Overtime: Any and all hours worked in excess of eight (8) hours per day or exceeding forty (40) hours per week shall be paid one and one-half (1 ½) times the employee's regular hourly rate. Overtime hours will be authorized by the employee's supervisor or designee whenever possible. In an emergency situation, the employee will use their best professional judgment and will work to the extent the emergency requires.

Any services required on Saturday or Sunday or over the regular assigned work day/week shall be paid at one and one-half (1 ½) times the employee's regular hourly rate.

3.2.1.1 Overtime shall be assigned from an overtime list created in the following manner. Employees desiring overtime shall sign the standing overtime list indicating their availability for overtime. The list shall be segregated into Maintenance I and Maintenance II employees.

The list shall then be arranged by seniority. Employees shall be chosen on a rotational basis, the most senior to the least senior. In cases where no employee is available from the overtime list, the first available employee shall be subject to call back to perform the work.

3.2.1.2 Compensatory Time In Lieu of Overtime: Employees, if they exceed an 8-hour day or forty (40) hour week may request, in lieu of the automatic payment of overtime, to take leave with pay for one hour and a half (1.5) for each hour over the 8 hours worked or forty (40) hour week. The request must be made in advance or immediately following the work day that the excess hour's threshold was exceeded. Requests must be made on the appropriate District form submitted to the Director of Maintenance and Operations or designee and must include the dates/times being requested, who will notify the employee if the leave is approved. If the leave is not approved, or if not used by August 31 of each year, the employee shall document the time as overtime on the employee's time record and receive pay at the overtime rate.

3.2.2 Emergency Call Back for Security or Maintenance: Any employee assigned to the emergency call back phone for security or maintenance is expected to respond to all emergencies within twenty (20) minutes. Employees will conduct building checks that are appropriate to the specific call back situation. Appropriate heating, electrical, water and other systems will be visually inspected to determine if any additional issues are evident, and to ensure the building is locked and secure from entry. Employees, once deemed qualified, will have the authority to diagnose, resolve and act in emergency situations, when prior approval cannot be obtained from the Director of Maintenance or **the Director's** designee. These hours shall be assigned on a rotating seniority basis, from most senior to least senior. Duties shall consist of seven (7) consecutive days of carrying the designated emergency phone. Regardless of the number of calls during the seven (7) days assigned employees shall receive nine (9) hours at their overtime rate, one (1) hour for each work day and two (2) hours for Saturday and Sunday. Holidays which occur during the seven (7) days will be at double time. During the work week, the first call back on any one day will result in the one (1) hour stated above and an additional two (2) hours of overtime. On Saturday and Sunday, the first call back will result in the two (2) hours, stated above plus two (2) additional hours of overtime. Any additional call back will result in a minimum of two (2) additional hours of overtime. On holidays, the above is at double the holiday rate of pay.

3.2.3 Call Out - Call Back: Each call out and/or call back order by an employee's supervisor/designated callback employee shall be paid at the rate of one and one- half (1 ½) times the employee's hourly rate. Call out or call back hours shall be assigned based on skill level needed, at assigned schools if appropriate, to perform the work. If skill level to perform the work is not required or there is more than one qualified employee, call out or call back hours shall be assigned on a seniority basis in a rotation from most senior to least senior. An employee shall be paid a minimum of two (2) hours for each call out and/or call back, and if worked over two (2) hours, the employee shall be paid one and one-half (1 ½) times the employee's hourly rate for actual hours worked. A call out/call back shall be defined as work ordered by employee's supervisor to remedy problems discovered during a security check, or other problems occurring outside the normal workday. In the event an employee is called in two (2) hours or less prior to **their** regular shift, **the employee** shall be allowed to complete **their** regular shift in addition to the time worked preceding **their** regular shift.

3.2.4 Rest/Meal Periods:

Rest Periods

During each four (4) hours of an employee's work day, the employee is entitled to one (1) fifteen (15) minute rest period. Employees whose work shift begins by or before 6:00 am are entitled to one (1) 30-minute rest period. Rest periods will be taken as near the middle of the work shift as possible or as prearranged with the Director of Maintenance & Operations or designee and may be taken near the job site.Travel time for work purposes is not part of the rest period. If an employee is not at the Maintenance Department during their rest period, a district vehicle may be used for travel near the job site. A district vehicle shall not be used to travel to and from a non-commercial site or for personal business.

Lunch Meal Periods
There shall be a thirty (30) minute duty free lunch period. The lunch period shall be taken as close to the middle of the scheduled workday as possible, but no later than the start of the fifth consecutive hour of work from the start of the workday.

Lunch Periods taken at the Maintenance Department
Five (5) minute travel time to and five (5) minutes travel from the Maintenance Department shall not be considered a part of the duty free thirty (30) minute lunch period. A district vehicle may not be used during the thirty (30) minute duty free lunch period. However, a district vehicle may be used to obtain lunch when traveling from the jobsite to the shop, provided a district vehicle shall not be used to travel to and from a non-commercial site or for personal business.

Lunch Periods taken at or near Job Site
A district vehicle may be used to travel near the job site during the thirty (30) minute duty free lunch period. Travel time to and from the job site for work purposes shall not be considered a part of the duty free thirty (30) minute lunch **period**. A district vehicle shall not be used to travel to and from a non-commercial site or for personal business.

Rest periods and meal periods shall not be skipped in order to allow the employee to leave the job site prior to the regular close of the work shift.

3.2.5 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.

SECTION 3.3 - SENIORITY

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

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

- **3.3.2.1** voluntarily leaves the service of the Employer;
- **3.3.2.2** is discharged for just cause;
- **3.3.2.3** leaves the bargaining unit to accept a position with the Employer outside the bargaining unit;
- **3.3.2.4** failure of an employee to return to work upon recall from an indefinite lay-off within seven (7) calendar days after receipt of written notice from the Employer at his last known address appearing on the Employer's records.

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

SECTION 3.4 - LAYOFF

Layoff shall be by classification. Classifications for Maintenance employees are as classified in accordance with Appendix A., subject to the limitation that the employee is qualified to perform the work. In reducing the personnel because of lack of work or other legitimate reason, the last employee hired in the classification where the layoff is occurring shall be the first (1st) employee laid off in the classification. If the layoff occurs, the affected employee, if qualified, will be allowed to bump into the next lower classification.

In those layoff situations, where the least senior employee bumps to a lower classification, the employee shall be paid at their current wage rate. The affected employee will not be entitled to any subsequent wage increase until the lower classification wage rate meets or exceeds the employee's wage rate. The affected employee would also have first bid back rights should the employee's previous position be reinstated.

SECTION 3.5 - RECALL

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

SECTION 3.6 - POSTINGS/PROMOTION/DEMOTION/TRANSFER

3.6.1 The term "posting" shall mean the advertisement of an open job within the Maintenance bargaining unit as **a** new position(s), **or a** position vacated due **to** promotion, demotion, termination, **resignation** and/or retirement.

3.6.1.1 Notices of opening(s) in classifications covered by the Maintenance Agreement shall be posted on the District webpage, emailed to all employees, including all Association officers. The notices on the webpage will contain a description of the job, the qualifications, wage rates, and hours of work. Notices of openings shall be posted for ten (10) working days. Any reduction in the number of days an opening is posted must be made by mutual agreement with the Association and the Human Resources Director.

3.6.1.2 A maintenance employee who desires to apply for openings shall submit an application using the District Online Application process prior to the posted deadline.

3.6.1.3 All vacancies shall be filled on the basis of qualifications for the classification. When District needs require identification of a specific journey level skill set, the District shall identify the preferred skill set on the job posting based on the job descriptions for maintenance positions. The qualifications of each candidate will be evaluated and assessments made in the areas of work experience, training, evaluations

and/or recommendations, and physical qualifications appropriate to the vacancy. All positions the District intends to fill shall be filled within thirty (30) calendar days of the posting. If the District does not intend to fill a vacant position, or intends to postpone the posting of any vacant position, it will notify the Association in writing within thirty (30) calendar days from the date of the vacancy.

3.6.1.4 The internal applicant who demonstrates **they are** the most qualified for the position advertised by virtue of training, experience, length of service with the District, performance and ability shall fill the open position. When qualifications are substantially equal between applicants, the employee with the highest seniority standing will fill the position. All interviews for positions covered by this Agreement shall normally include a member of the Association Executive Board on the demonstration/interview team.

3.6.1.5 Nothing herein will preclude the Employer from making temporary assignments during posting periods.

3.6.1.6 A senior employee who has successfully bid a new position opening shall serve a trial period of not more than fourteen (14) calendar days at the new position. Should the employee fail to satisfactorily perform the duties of the new position as required by the Employer, or should he elect to return to the former position, the employee must do so without exception within fourteen (14) calendar day trial period.

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

3.6.3 The term "demotion" shall mean the reassignment of an employee (not requested by the employee) from **their** present position to a lower paying position. A written statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the "demotion" under grievance procedures of this Agreement.

3.6.4 An MI employee who wants to request to be considered for step-up opportunities in the MII category, shall notify the Director of Maintenance via email by September 1 to be placed on the Step-Up Interest list for that fiscal calendar year. The step-up list will be posted in the Maintenance and Operations office. The employee shall identify their current MII skillsets. If the employee has no existing MII skillset the employee shall identify they are willing to be trained in any MII skillset the District needs. The District reserves the right to remove/not place an individual on the step up list who has discipline in their file during the previous twelve (12) months.

1. Employees with a designated skillset substantially aligned with the trade, shall be given the first opportunity for work that is in line with their skillset, should an opportunity become available. For example, a person with a carpentry skillset may indicate their interest in stepping up, but there may be an opportunity in electrical or plumbing. The District will offer the opportunity to the employee on the step up list with the desired skillset.
2. Should there not be any employee on the step-up list with a skillset for a specific trade, the opportunity will be offered via seniority order.
3. Should an individual stepping up not be meeting the expectations of the District, the Director of Maintenance reserves the right to remove the individual from the step-up position.
4. Employees with skillset substantially aligned in the trade they are stepping up into will earn the Step 1 MII rate. Employees stepping up into a trade that they do not have a substantially aligned skillset in will be compensated an additional $2.00 per hour. The employee in training shall submit a timesheet on a weekly basis.

3.6.5 For those employees who are working in the category(s) listed in Article 7.1 MIII HVAC/Refrigeration, Electrician and/or Plumber but are currently classified as an MII:
For an employee to be considered for leveling up to MIII the employee must have at least 12,480 (twelve thousand – four hundred eighty) hours worked in the field of the MIII listed trade(s) and also have worked in the district in that trade for at least 3 (three)years.

After the 3rd (third) year the employee may request to be promoted to an MIII to the Director of Maintenance. If the request is denied, due to the employee not meeting the minimum requirements as listed in the MIII definition of Article 7.1 herein, the supervisor shall give the employee in writing, recommendations on training, and/or how to work on enhancing their skill set.

The employee may request in 12 (twelve) months to be re-evaluated and demonstrate their ability to perform the requirements listed herein.

3.6.5.1 An MII employee who wants to request to be considered for assignments/opportunities in the MII category of HVAC/Refrigeration, Electrician and/or Plumber with the intent to cross train for the opportunity to eventually apply for or request the promotion language of 3.6.5, shall notify the Director of Maintenance via email to be considered for these assignments. If the employee has no existing HVAC/Refrigeration, Electrician and/or Plumber skillset, the employee shall identify they are willing to be trained in the skillset the District needs. The District reserves the right to assign work as needed.

SECTION 3.7 - EMPLOYEE STAFF DEVELOPMENT

The Human Resources Director and Director of Maintenance and Operations or designee shall annually work with an Inservice Committee to establish an inservice training program for all

maintenance employees. Inservice Committee shall be comprised of two (2) bargaining unit members. The District shall allocate $6,000 annually which may be used in combination in any of the following areas:

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

3.7.2 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 Employees will be required to present documentation of satisfactory completion of all course work (70% or above for courses graded on a percentage basis). Any employee receiving other sources of financial assistance in a course shall not be eligible for reimbursement for the same course. Employees may be reimbursed for more than one course per year, provided dollars are available and, provided pending applicants who have not taken a course within the year are given priority over those wishing to claim reimbursement for more than one course.

3.7.3 To provide travel expenses and compensation for employees to attend job-related seminars, workshops and/or professional conferences. If a substitute is required, the substitute cost will be paid by staff development funds.

3.7.4 The Committee will annually establish a calendar and a staff development budget utilizing the above funds. All unused funds from the budgeted amount shall carry over for use in the next school year's inservice fund, up to a maximum of twelve thousand dollar ($12,000) inservice balance.

ARTICLE IV--LEAVES

SECTION 4.1 - SICK LEAVE

4.1.1 Regular employees shall accumulate sick leave on an annual basis of twelve (12) working days per year.

4.1.2 Less than fulltime eligible employees shall accumulate sick leave on a pro- rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours as set forth in the employee's **terms of employment**. Employees who have experience in other school districts, ESDs, and OSPI shall be credited with accumulated sick leave, as appropriately verified and in accordance with RCW 28A.400.300.

4.1.3 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to illness, injury, or medical treatment related to pregnancy.

4.1.4 Employees who are unable to report for work for any reason must notify the Director of Maintenance or designee and report the absence through the automated attendance reporting system as soon as possible so that a substitute can be scheduled, if necessary. An employee who is absent because of illness in excess of five (5) consecutive workdays may be required

to have such absence verified by written statement from a physician.

4.1.5 An employee may use the employee's accrued sick leave to care for the immediate family of the employee when the immediate family member's condition of health warrants treatment or supervision.
Immediate family shall be defined as a wife, husband, child, step-child, live-in foster child, father, mother, step-parent, sister, brother, mother-in-law, father-in-law, sister- in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.

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

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

4.1.8 Attendance Incentive Program/Sick Leave Buyout: As long as the Attendance Incentive Program is effective and law, the provisions of that Law and the Rules and Regulations shall be extended to the employees covered by this labor agreement and further the provisions of that Law shall become part of this labor agreement by this reference.

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

4.1.9 VEBA III The Yakima School District has adopted the VEBA III Sick Leave conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, **the employee** will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

4.1.10 Annual Sick Leave Conversion Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be

eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of August 31st of each year, not including any front loaded days.

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

SECTION 4.2 -BEREAVEMENT LEAVE

An employee shall be allowed five (5) working days of absence with full pay when arranging for or attending the funeral of a member of the employee's immediate family. Immediate family shall be defined as a wife, husband, child, step-child, live-in foster child, father, mother, step- parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household. In the event of death of an uncle, aunt, nephew or niece, or first cousin of the employee or of **their** spouse or grandparents of the employee's spouse, and an employee's fiancee, one (1) working day of absence with full pay shall be allowed. An employee may be granted up to five (5) days bereavement leave for the death of any person with whom the employee has close emotional ties. Such leave shall be deducted from sick leave or personal leave at the employee's discretion, or if the employee has no leave available, without pay.

SECTION 4.3 - FAMILY ILLNESS LEAVE

Employees shall, upon request, be granted three (3) days annually, with an accumulation of up to fourteen (14) days to be used in any one year, of absence with pay during a contract year when such absence is occasioned by the health condition of the employee's child requiring treatment or supervision or by a serious health condition or an emergency condition of another member of the immediate family.

SECTION 4.4 - PERSONAL LEAVE

Employees will be granted, upon request, two (2) days personal leave per year with pay. Unused leave may accumulate up to seven (7) days. The employee must enter the absence through the automated Attendance Reporting System at least two (2) days in advance of the leave. In the event of an emergency, inclement weather, school closure, disaster or similar occurrence, a notice of two (2) days shall not be required. The employee may cash out up to four (4) days of unused personal leave at the employee's hourly rate of pay, provided that the employee's personal leave balance does not fall below two (2) total days. The employee must inform the District payroll office in writing by July 1, of their intent to cash out a portion or all 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.

SECTION 4.5- CHILDBIRTH/ADOPTION LEAVE:

In the case of a birth of a child, or adoption, the parent shall be granted one (1) work day of absence with full pay. In addition, the employee, if qualified has additional benefits as provided for under the Washington State Family Leave Law.

SECTION 4.6-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 **their** employment for a period not exceeding twenty-one (21) work days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as **they** may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive **their** normal pay. Employees who voluntarily or involuntarily leave their District employment positions to undertake military service shall be protected under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

SECTION 4.7 - MATERNITY LEAVE

Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines. A woman shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to maternity leave under this Section, a woman shall inform the Employer in advance of her intention to take leave. The employee shall be granted leave for a reasonable length of time determined by a doctor prior to the birth of the child. The Employer may require a physician's statement to determine if the employee is unable to work due to her temporary disability. For sick leave benefits to extend beyond the thirtieth (30th) work day beyond the birth of a child, the employee shall have a physician's statement on file in the Employer's payroll office concerning the health of the employee after the child's birth and an estimate of the approximate date the employee shall be recovered sufficiently to return to work. Within thirty (30) calendar days after the birth of the child, the employee will notify the Employer of her intent to return to work or request additional maternity leave which may be granted up to six (6) consecutive calendar months, without pay.

SECTION 4.8 - MEDICAL LEAVE

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

SECTION 4.9 - LEAVES OF ABSENCE

A leave of absence is an approved absence from employment without pay and without loss of seniority. Upon recommendation of the Superintendent, the Board may grant a leave of absence for a period of up to one (1) year. Such leaves shall be in writing with a copy to the Association. Anticipated leaves must be requested for each individual school year (September through August). To qualify for continued employment, all employees on authorized leave will be required to give written notice to the Human Resource Department no later than May 1 of their planned date of return to work.

SECTION 4.10 - INSURANCE CONTINUATION BY EMPLOYEE

An employee who is absent from work due to illness or injury shall be responsible for payment

of the Health Care benefit insurance premium(s) during those months in which the employee has no compensation owing (i.e. for work performed; for accumulated sick leave and/or in lieu thereof; for accrued vacation time; or insufficient compensation) to qualify as per Article 16, Section 16.1, unless such employee qualifies for Employer paid medical premium under the Family Medical Leave Act (FMLA).

SECTION 4.11 - JURY DUTY/ SUBPOENAED WITNESS LEAVE

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

SECTION 4.12 - SICK LEAVE POOL/DONATION/RECEIPT/USE

4.12.1 Donation of Sick Leave

4.12.1.1 An eligible employee with more than sixty (60) days of accumulated sick leave may request to donate a specified amount of sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than sixty (60) days in order to donate sick leave to another employee. So long as the employee has sixty (60) days of accrued sick leave, the employee may donate up to (6) days during any twelve (12) month period. An employee eligible to make such donation of sick leave may request that the District transfer a specific amount of leave to a designated employee including to any employee in another WEA Classified (ESP) affiliated bargaining unit in the Yakima School District. Employees may also donate leave to a leave bank without designating a specific employee; this leave shall be banked and transferred to employees eligible to receive sick leave donations. An employee may not donate sick leave days that would result in a reduction of the employee's balance below sixty (60) days.

4.12.1.2 Donated sick leave shall be donated on an hour for hour basis irrespective of the hourly rate of pay and shall be refunded or returned to the donating employee at any time. All unused donated leave shall remain in a pool for employees in the recipient's bargaining unit. The donating employee must donate leave in single day increments; however, the receiving employee may take leave in one hour increments provided that the employee has a qualifying condition as defined by state law.

4.12.1.3 Donated leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the Payroll office a written request setting forth the specific number of days donated. This written request shall be stamped and listed. Donated leave not used during any one year shall remain on the list for the following year for transfer to eligible employees. The written request shall be made between September 15 to October 15 of each school year; other periods of time mutually agreed to by the parties.

4.12.1.4 Donation of sick leave shall be subtracted from the donating employee's current sick leave benefit. Yearly cash out pursuant to the contract

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

4.12.1.5 Eligible employee shall mean an employee of the bargaining unit who accrues annual leave.

4.12.2 Receipt of Leave:

4.12.2.1 In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be eligible to receive leave under one of the following qualifying circumstance, as designed further by state law. The employee (1) is suffering from an extraordinary, catastrophic or severe illness, injury, impairment, physical or mental condition, (2) has been called to uniformed service (3) has offered and been asked to volunteer services in response to a declared state of emergency, (4) or is a victim of domestic violence, sexual assault or stalking. In order to be eligible to receive donated leave on the above circumstances must have caused or is likely to cause the employee to take leave without pay or terminate employment with the District. A doctor's note, or notice from the appropriate military, emergency shall be provided that will verify the employee's condition.

4.12.2.2 The receiving employee must comply with the provisions of Article 9. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.

4.12.2.3 The receiving employee must have depleted all of the employee's leave balances, including personal days, vacation days and non work days.

4.12.2.4 The receiving employee may not receive more than five hundred and twenty-two (522) days of donated sick leave; however, the District may authorize the receipt of leave in excess of five hundred and twenty two (522) days in extraordinary circumstances. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

4.12.3 Use of Donated Leave:

4.12.3.1 The employee receiving donated sick leave may use that sick leave only in the manner as if the leave originally been the employee's sick leave and for the purpose as set forth in this Section.

4.12.3.2 Requests for donated sick leave shall be made in writing to the Association. The request shall be forwarded to Human Resources for approval. The request shall be reviewed and approved or denied within five (5) work days of receipt.

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

4.12.4 Shared Annual Leave (Vacation): An employee may donate annual leave consistent with WAC 392-126-080 - donation of annual leave, as limited by WAC 392-

126.

SECTION 4.13 WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Employees are eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which shall be administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is authorized, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE V - VACATION/ HOLIDAYS

SECTION 5.1-VACATIONS

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

One (1) to three (3) years of service	Ten (10) days
Four (4) to nine (9) years of service	Fifteen (15) days
Ten (10) years of service	Twenty (20) days
Twenty (20) years of service	Twenty five (25) days

5.1.1 Vacation benefit for all YMA 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.

5.1.2 Less than full-time eligible employee's vacation pay shall be on a pro-rata basis based upon the employee's assigned hours as set forth in their salary authorization form. For purposes of computation of vacation time the vacation year commences September 1st of each calendar year.

5.1.3 For purposes of computing years of service to apply to the vacation schedule, those employees hired before October 31st of any school year shall be determined to have one (1) year of service. Those employees hired after October 31st of any school year shall start their first (1st) year of service for vacation schedule purposes September 1st following their hire date. (Employees hired as of June 14, 2002, shall not be adversely affected by this provision). Vacation shall accrue for eligible employees monthly commencing September 1, on the following ratio: Vacation days from the schedule divided by twelve (12).

5.1.4 Vacation requests of 5 or more consecutive days shall be scheduled by October 1. Vacation requests will be approved in the order the requests are received, unless such vacation time would disrupt the normal activities of the District. In instances of conflict, the affected employees having the greatest seniority shall be granted the

employee's preferred vacation date(s). Vacation days will not be scheduled five (5) workdays prior to the beginning of school or five (5) work days after the first day of school, unless the employee receives prior approval from the Director of Maintenance & Operations. The employee will work with the Director of Maintenance & Operations if the employee desires to reschedule vacation under this section.

The request will then be reviewed and approved or denied by the Director of Maintenance & Operations. Employees who are approved to use vacation must report the use of vacation through the Automated Attendance Reporting System.

5.1.5 Annual vacation is accrued on a monthly basis September 1, to August 31, but will be front loaded as of September 1 each year. As of August 31, of each year, no employee shall have unused vacation in excess of twenty five (25) workdays. In the event an employee is asked to work a scheduled vacation day those hours can be added to the twenty five (25) day accrual and carried over to the next school year. Employees carrying vacation in excess of twenty five (25) days shall notify the Human Resource Department and immediately begin making arrangements with the Director of Maintenance & Operations for the use of the excess accrual. The carryover above twenty five (25) days shall be used prior to the following August 31.

5.1.6 The District may grant years of experience for purposes of vacation accrual for comparable journeyman experience in public or private sector trades.

5.1.7 Any accrued personal and vacation leave shall be used prior to voluntary separation of employment from the District. All other rights under the Agreement will continue in force and effect until these leaves are exhausted. Upon discharge, the District shall pay all monies due the employee on the pay day following such discharge.

SECTION 5.2 - HOLIDAYS

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

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

5.2.2 Employees shall not be scheduled to work on the above mentioned holidays. An employee, who is required to work on one of the recognized holidays, shall be paid holiday pay. In addition, the employee shall be paid two (2) times the hours worked on the holiday at the normal hourly rate. There shall be no overtime pay on a holiday

because of the premium pay set forth in this section.

5.2.3 When a holiday falls on a Saturday or Sunday, the Employer shall have the option of observing same on the holiday or the Friday before or the Monday following the holiday. The instructional calendar will be published by the Employer during September of each year identifying when the holiday will be observed.

5.2.4 An employee shall be eligible for holiday pay **if the employee** has worked **their** last scheduled work day immediately preceding the holiday, and **the** first (1st) scheduled work day following the holiday, or **the employee is excused** (in writing) by management, or **the employee** is on sick leave due to bona-fide illness or injury or absence.

5.2.5 Less than full-time eligible employees shall receive holiday pay based upon the employee's assigned hours as set forth in **their** salary authorization form.

5.2.6 Should the State mandate any additional holidays which are not listed above, the same shall be added and observed.

ARTICLE VI - EMPLOYEE RIGHTS

SECTION 6.1 - DRUG TESTING PROCEDURE

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

6.1.1 Prohibition Regarding Alcohol and/or Controlled Substances.

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

6.1.1.2 Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited.

6.1.1.3 An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the Maintenance & Operations (M&O) Director or designee. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

6.1.1.4 In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine

that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform **their** duties and may decline to permit the employee to work until effects of the medication subside to an acceptable level.

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

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

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

6.1.2.1 Management personnel concludes through objective observation; investigation and evaluation, that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;

6.1.2.2 Where an employee is involved in any accident due to the action, inaction or inattention of the employee;

6.1.2.3 Where the District receives reliable information based upon personal knowledge of an individual, such as other employees of the District, the medical community, law enforcement personnel, parents or students of the District, of involvement by the employee with alcohol and/or controlled substances.

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

6.1.3 Substance Abuse Testing Procedures.

6.1.3.1 The Employer will either transport a suspected employee to a pre-determined testing facility, or wait with the employee until a testing agency arrives at the Employer's work site to administer on-site testing.

6.1.3.2 The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.

6.1.3.3 The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph (6.1.3.6) below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. All specimens will be forwarded to a D.O.T. certified laboratory for analysis.

6.1.3.4 Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take

place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph (6.1.3.6) below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a 24-hour timeframe, that action will result in disciplinary measures which may include discharge.

6.1.3.5 After collection of the specimens, the employee will be transported to **their** residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated.

6.1.3.6 All specimens will be forwarded to a D.O.T. certified laboratory for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GCIMS test.

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

Substances:

Amphetamines
Barbiturates
Benzodiazepines
Cannabinoids
Cocaine metabolites
Methadone
Methaqualone
Opiates
Phencyclidine (PCP)
Propoxyphene
Ethyl alcohol

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

6.1.3.7 Test results will be stored at the Personnel Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the Superintendent, Assistant Superintendent and Human Resource Director will have access. All records will be treated in the most confidential fashion by the District and the Association. Disclosures, without

employee consent, may occur when:

a) The information is compelled by law or judicial or administrative process.

b) The information has been placed at issue in a formal dispute between the Employer and the prospective employee.

c) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

6.1.3.8 All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.

6.1.3.9 Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to **their** former position.

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

a) Discharge the employee; or

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

i. The employee has successfully completed the treatment program; and

ii. The attending counselor has formally released the employee to return to work; and

iii. The employee agrees to submit to a substance abuse test.

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

6.1.4 Self-Recognized Substance Abuse: Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 6.1.3.10 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 6.1.3.10 (b) above.

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

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

SECTION 6.2 - 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. Employees who violate this contract provision are subject to discipline pursuant to this Agreement.

SECTION 6.3 - DUE PROCESS/JUST CAUSE

6.3.1 Resignation

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

6.3.2 Due Process/Just Cause

6.3.2.1 No employee shall be disciplined (including warnings, reprimands, suspensions, discharges, layoff, terminations or other actions that would adversely affect the employee without just and sufficient cause.

6.3.2.2 An employee shall be advised of the right to have a representative of the Association present during any meeting or investigation which could result in disciplinary action. When a request for such representation is made by the employee, the employee shall have a reasonable time, normally not to exceed three (3) days, in which to obtain a representative of the Association.

6.3.2.3 Prior to imposing discipline, the employee's immediate supervisor will meet with the employee to determine if the problem can be solved. If the problem has not been solved, a written notice of the discipline shall be made to the employee, with a copy to the Association President, within five (5) days of the meeting. This notice shall specify the grounds which form the basis for

disciplinary action.

6.3.2.4 Discipline, as used in this Agreement, shall mean verbal reprimand, written reprimand, suspension with pay, suspension without pay, demotion, or discharge. The District agrees to follow a course of progressive discipline in order to give the employee an opportunity to correct actions which the Employer deems to be inappropriate. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. A copy of such written warning notice shall be sent to the Association at the time it is given to the employee.

6.3.2.5 Some charges of a serious nature may require omitting some progressive disciplinary steps.

6.3.2.6 Any complaint made against an employee by any parent, student or other person, that is not provided to the employee by mail within ten (10) days after the District has knowledge of the complaint, may not be used as a basis forany disciplinary action against the employee. This section shall not apply where the matter is under criminal investigation or investigation by the Department of Social and Health Services and such notice would impede that investigation.

SECTION 6.4 - PERSONNEL FILES

6.4.1. Employees shall have the right to review material in their personnel files maintained in the Employer's Human Resources Department during regular business hours. The employee may have a representative of the Association present if so desired. Upon request, copies of documents in the personnel file shall be provided by the Employer. The employee will sign and date the review of the employee's personnel file.

6.4.2 No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.

6.4.3 Other records retained in the Human Resources Department and subject to review by the employee upon request include: (1) Employee's application form; (2) Certification records; (3) Payroll information; and (4) Routine correspondence. 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.

No discipline notice, 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. Any material not shown to an employee within ten (10) days after knowledge by the District shall not be the basis for any disciplinary action against such employee nor shall it be used as evidence in any grievance.

6.4.4 After three (3) years, an employee may have derogatory material expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years. In the event similar misconduct has occurred, all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file.

Decisions on requests to expunge an employee's file at an earlier date shall be made by the Superintendent or **their** designee.

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

SECTION 6.5 - TRAVEL REIMBURSEMENT

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. 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. Employees shall be entitled to reimbursement for out-of-District travel in the event they are required to travel out of the District on District business. Employees shall not be required to use the employee's private vehicle to transport parents, children or oversized equipment.

ARTICLE VII - SALARY/ INSURANCE

SECTION 7.1- DEFINITIONS AND DIRECTION OF WORK FORCES

Maintenance I Worker (M-I): A maintenance I employee is a general maintenance worker with primary skills in grounds work and irrigation. Maintenance I employee is also expected to have general maintenance skills in other maintenance areas.

Maintenance I - Groundsperson Lead: This position routinely supports, leads and coordinates ground crews and participates in routine maintenance, projects and improvements of the District grounds. The Groundsperson Lead is a working position able to do all tasks under the Grounds operations including professional landscaping which exist within the bargaining unit. Duties include all items set forth in the job description but do not include authority to evaluate, hire, or discipline employees.

Maintenance II (M-II): A Maintenance II employee is a skilled maintenance worker with journey level skills in one or more of the following described areas: Carpentry, Plumbing, Electrical, Painting, Fabricating, Lock Work, Flooring, Glass Work, HVAC/Refrigeration and Communications/Electronics.

Maintenance III (M-III): A Maintenance III is an employee with journey level skills in HVAC/Refrigeration/Electrician/Plumber and meets the minimum requirements for field related management of projects, troubleshooting, and the management of operating control systems as set forth in the job description.

Maintenance Lead: A Maintenance Lead employee shall routinely lead and coordinate other Maintenance crews and participate in the routine maintenance and construction improvements of the Yakima School District. The Maintenance Lead will be a working position able to do assigned tasks including journeyman level work within the bargaining unit. The Maintenance Lead provides lead direction to maintenance workers and has the authority to assign, organize and monitor work. The

Maintenance Lead assists the Director of Maintenance and Operations or designee in evaluating and or planning the needs of the district's programs and systems as needed. The Maintenance Lead is responsible for the efficient and effective use of equipment, materials and personnel to complete maintenance and construction projects in a timely and cost effective manner. Duties include all items set forth in the job description but do not include the authority to evaluate, hire, or discipline employees.

Maintenance Assignments: Employees will generally be assigned to duties consistent with their skills, provided the Employer may assign Maintenance employees to work in all aspects of the operation. The parties agree that to meet the needs of the District in the most efficient manner, employees will generally be assigned to duties consistent with their skills. The parties agree that there will be occasions where there will be crossover of duties and between classifications as necessary to carryout program support for the business of education. The Association agrees there are occasions, for the efficient operation of the District that all classifications of workers may be needed to perform each other's duties or provide support. Assignments will be made consistent with safe working conditions for all employees.

When Maintenance employees are specifically assigned by the Director of Maintenance & Operations, or designee, to temporarily work in a higher pay classification, the employee assigned will receive the higher classification pay rate upon assignment.

SECTION 7.2 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

7.2.1 The following salary schedules for Maintenance employees shall be effective September 1, of each of the following contracted years: See Appendix B

Placement: The District may grant years of experience for purposes of salary schedule placement for comparable journeyman experience in public sector trades. Private sector experience is capped at no more than 10 years. Verification of such experience shall be submitted to Human Resources within forty-five (45) days of the date of hire.
Any employee moving from one level to the next, i.e., MII to MIII or to a Lead, the employee shall move to the level and equivalent step of the new classification. This shall exclude Article 3.6.6.4

The Salary Schedule for **2025-2026** is shown in Appendix B-1. In the event that the state legislature provides a COLA percentage increase (currently measured as IPD) in funding for school district classified employee wages **2025-2026** contract year, the District will pass through this percentage increase to employees by applying the COLA percentage to the base hourly wage on Step 1 of the schedule for each position (except Leads). For the **2025-2026** contract year, the District will apply the COLA percentage (2.5%), to the Step 1 Column on the schedule for each position (except Leads), then calculate increments through the schedule., **For the 2026-2027 contract year, the district will apply the COLA percentage plus one percent (1.0%) to the Step 1 column on the 2025-2026 salary schedule for each position**

(except Leads), then calculate increments through the schedule. For the 2027-2028 contract year, the district will apply the COLA percentage to the Step 1 column on the 2026-2027 salary schedule for each position (except Leads), then calculate increments through the schedule.

7.2.2 **Asbestos Helper:** Employees requested to perform asbestos removal duties, which require the use of a respirator and certification of the employee to perform asbestos removal duties, shall be paid an hourly premium. Duties associated with asbestos removal which do not require use of a respirator and require the employee to be certified for asbestos removal will receive no additional premium pay. An asbestos helper, in the M-I category, shall be paid the M-II base rate of pay. An asbestos worker in the M-II classification shall be paid at the M-II rate of pay with an hourly premium of $1.50 per hour. Asbestos projects and the asbestos lead employee shall be identified by the District prior to the commencement of any work.

7.2.3 **Asbestos Lead:** An employee who is requested to perform lead supervisory duties on an asbestos project shall be paid at the M-III rate of pay. Asbestos projects and the asbestos lead employee shall be identified by the District prior to the commencement of any work.

7.2.4 The salary amounts are calculated on an hourly wage rate basis. The hourly wage rate is then multiplied by 2,080 to calculate the "annual" salary. The "annual" salary is then divided by twelve (12) to calculate the "monthly" salary. The hourly rate set forth above is for overtime purposes.

7.2.5 **Pesticide Premium**
Employees requested to perform duties requiring a public applicators pesticide certification will receive a premium of $3.00 per hour above the M-I rate of pay for all hours worked performing such duties at their assigned buildings.

7.2.6 The District shall provide five-hundred dollars ($500.00) per year for replacement or upgrading tools of mechanics upon presentation of receipts.

SECTION 7.3 - PAY ARRANGEMENTS

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

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

7.3.3 The following deductions shall be made only if authorized by the employee:
Approved insurance plans
United States savings bonds
Yakima Valley Credit Union
Approved tax-sheltered annuity plans.

United Way
Washington School Employees' Credit Union

7.3.4 Upon discharge or resignation, the Employer shall pay all monies due the employee on the pay day following such resignation or discharge. Any leave granted on an annual basis and available for cash out under this Agreement shall be pro-rated if the Employee resigns prior to August 31 of any given year.

7.3.5 Each employee shall be issued a classified personnel salary authorization form within thirty (30) days of completion of bargaining. The contract shall list the employee's job title, wages and hours of work.

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

SECTION 7.4 - HEALTH INSURANCE BENEFITS

7.4.1 School Employees Benefit Board (SEBB) Program

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.

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

   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).

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 will 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)

8. 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 years, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

9. 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.

10. VEBA Contributions: The District will work with the Association to set up a VEBA account

for each employee no later than December 1, 2020 to use for out-of- pocket health care expenses during the year and after separation or retirement.

A. Beginning in the **2025-2026** school year, the District will annually contribute **twenty eight thousand dollars ($28,000)**, divided equally among employees in the bargaining unit as of September 10 each year, to be deposited in each employee's VEBA account by October 31 each year. Employees hired after September 10 shall not be eligible for this VEBA contribution until the subsequent work year.

ARTICLE VIII - STAFF PROTECTION

SECTION 8.1 - PHYSICAL HARM

An employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the work site Director of Maintenance & Operations or supervisor/principal/administrator, and if necessary, the appropriate authority of such threatened harm. Steps taken to provide for the employee's safety shall be reported to the Director of Maintenance & Operations or supervisor/principal/administrator and employee at the earliest possible time.

SECTION 8.2 - SAFE WORKING CONDITIONS

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 Director of Maintenance & Operations, their supervisor, or the building administrator immediately.

SECTION 8.3 - REASONABLE FORCE

Employees may use such reasonable physical force as is necessary to protect themselves, a fellow employee, a teacher, an administrator, or students from attack, physical abuse or injury, or to prevent damage to District property.

SECTION 8.4 - CHILD ABUSE

All employees shall report any suspected child abuse cases to the employee's supervisor, or Director of Maintenance & Operations 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.

SECTION 8.5 - SECURITY CAMERAS AND ELECTRONIC MONITORING

Security cameras are intended as security devices for the Yakima School District to deter potential malicious activities in and around school property. Any employee issue resulting from the use of security cameras shall be handled in accordance with Section 6.3 (Due Process/Just Cause). Notification of the District use of security cameras will be posted conspicuously at each District work site.

ARTICLE IX - GRIEVANCE PROCEDURE

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

SECTION 9.1 - DEFINITIONS

9.1.1 Grievant shall mean an employee, group of employees, or the Association filing a grievance on behalf of an employee or group of employees.

9.1.2 Grievance shall mean a written claim (including electronic) that there has been a misinterpretation or misapplication of the terms of this Agreement.

SECTION 9.2 - RIGHTS OF GRIEVANTS

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.

SECTION 9.3 - PROCEDURES AND STEPS

9.3.1 A grievance must be filed within fifteen (15) days of the occurrence of the event on which the grievance is based, or within fifteen (15) 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.

9.3.2 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.

9.3.3 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 - APPROPRIATE SUPERVISOR

The grievant(s) shall submit a written grievance to the Director of Maintenance & Operations and the President. The Director of Maintenance & Operations shall meet with the grievant(s) within ten (10) days after the receipt of the grievance and shall render a written decision to the grievant(s) within ten (10) days after the Step One meeting. A copy of the Step One decision shall be sent to the grievant(s), to the Director of Human Resources, and to the President.

STEP TWO - DIRECTOR OF HUMAN RESOURCES:

If the grievance is not resolved with the disposition at Step One, the grievant(s) may appeal the Step One decision, in writing, to the Director of Human Resources

within five (5) days after the receipt of Step One decision, or within ten (10) days after filing the grievance if no decision has been rendered. A copy of this appeal shall be sent by the grievant(s) to the immediate administrator and to the President.

The Director of Human Resources shall meet with the grievant(s) within ten (10) days after the receipt of the appeal to the Step One decision and shall render a written decision to the grievant(s) within ten (10) days after the Step Two meeting. A copy of the Step Two decision shall be sent to the immediate administrator, and to the President.

STEP THREE - APPEAL TO SUPERINTENDENT:

If the grievance is not resolved with the disposition at Step Two, the grievant(s) may appeal the Step Two decision, in writing, to the Superintendent or designee within ten (10) days after the receipt of the Step Two decision, or within ten (10) days after filing the Step Two appeal if no decision has been rendered. A copy of this appeal shall be sent by the grievant(s) to the Director of Human Resources and to the President.

The Superintendent or designee shall meet with the grievant(s) within ten (10) days after the receipt of the appeal to the Step Two decision and shall render a written decision to the grievant(s) within ten (10) days after the Step Three meeting. A copy of this Step Three decision shall be sent to the Director of Human Resources and to the President.

STEP FOUR- BINDING: ARBITRATION:

If the grievance is a claim that the terms of this Agreement, between the parties, have been misinterpreted or misapplied, and if the disposition of the grievance at Step Three does not resolve the matter, the grievance(s) may be submitted, by the Association only, to binding arbitration. The Association shall exercise its right of arbitration by filing for arbitration and giving the Superintendent written notice within sixty (60) days of receipt of the Step III written decision or ninety (90) days after filing of the Step III appeal if no Step III decision has been rendered.

The parties agree to select an arbitrator, whose decision shall be final and binding. The selection of the arbitrator will be accomplished as follows. The District or Association president will request a list of seven (7) arbitrators from the Public Employees Relations Commission members. Beginning with the District, each party will cross one (1) name off the list until only one name remains. The arbitrator named will then serve to arbitrate the grievance. In the event the arbitrator is unable to serve, another list shall be obtained and the process repeated until an arbitrator is selected. Nothing herein shall prohibit the parties from mutually agreeing to a neutral arbitrator.

The arbitrator shall schedule a hearing within a reasonable time after the arbitrator's selection. The arbitrator shall make a decision in writing not more than thirty (30) days following the day the case is presented to **them.**

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

SECTION 9.4 - 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 **their** inquiry to the specific provision(s) of this Agreement as cited in the grievance. The arbitrator shall make no awards nor substitute **their** 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.

SECTION 9.5-DISTRICT/ASSOCIATION COOPERATION

The District will cooperate with the Association in its investigation of any grievance. This includes each party providing information relevant to the grievance upon written request of the other party.

SECTION 9.6 - RELEASE TIME

Employees who are witnesses in an arbitration hearing will be provided release time without loss of pay or benefits to attend the hearing.

SECTION 9.7 - FREEDOM FROM REPRISALS

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

SECTION 9.8 - 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 A.

SECTION 9.9 - PERSONNEL FILE

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

ARTICLE X - TERM OF AGREEMENT

SECTION 10.1 - DURATION

This Agreement shall be in full force and effect from September 1, **2025** and shall remain in full force and effect through August 31, **2028.** Either party may, upon sixty (60) calendar days'

notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect for a period of up to one (1) year while the parties negotiate amendments.

SECTION 10.2 - RE-OPENERS

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 ten (10) days.

SECTION 10.3 - CONTRACTING OUT

The Employer may transfer, contract or subcontract maintenance work where members of the bargaining units are unable to perform the work, in cases where bargaining unit members do not have the appropriate certification or license to perform the work or the work needs to be performed by a deadline that cannot be met by using the current District work force. The District reserves the right to contract out all work performed by the bargaining unit covered by this Agreement, subject to the provisions of R.C.W. 28A.400.285.

SIGNATORIES

FOR THE ASSOCIATION:

President
Yakima Maintenance Association

Date 10/7/25

FOR THE EMPLOYER:

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

Date 10/15/26

Attest:
Superintendent and Secretary of Board

APPENDIX A - GRIEVANCE FORM

STEP I

Grievant's Name

_____

Home Address

_____

School

_____

Director of Maintenance

_____

Date of Occurrence/Knowledge_____

Date of Filing_____

Statement of Grievance:

Section(s) violated:

Resolution proposed:

_____

Signature of grievant/ Association

Response by **Director of Maintenance:**

( ) I accept ( ) I do not accept

_____

Signature of grievant /Association

STEP II

Date of Resolution of Step I_____

Date of .Appeal_____

Response by Director of Human Resources:

() I accept () I do not accept

Signature of grievant /Association

STEP III

Date of Resolution of Step II_____

Date of Appeal_____

Response by Superintendent:

() I accept () I do not accept

Signature of grievant /Association

STEP IV

Date of Resolution of Step III_____

Date of Appeal to Association _____

Date of Filing to American Arbitration Association _____

APPENDIX B-1
YAKIMA SCHOOL DISTRICT NO. 7

2025-26 YAKIMA MAINTENANCE ASSOCIATION SALARY SCHEDULE
YAKIMA SCHOOL DISTRICT NO. 7
Effective September 1, 2025

	Year 1 STEP 1 HOURLY	Year 2 STEP 2 HOURLY	Year 3 STEP 3 HOURLY	Year 4 STEP 4 HOURLY	Years 5-10 STEP 5 HOURLY	YRS 11-15 STEP 6 HOURLY	YRS 16-20 STEP 7 HOURLY	YRS 21+ STEP 8 HOURLY
		1%	1%	1%	1%	2.0%	3.0%	3.0%
MAINTENANCE I	$28.96	$29.25	$29.54	$29.83	$30.13	$30.73	$31.66	$32.61
Athletic Equip. Trainer								
Groundskeeper								
Hauler								
MAINTENANCE I LEAD*	$31.96	32.25	$32.54	$32.83	$33.13	$33.73	$34.66	$35.61
MAINTENANCE II	$37.48	$37.86	$38.24	$38.62	$39.01	$39.79	$40.98	$42.21
Carpenter								
Floor Specialist								
Irrigation Specialist								
Locksmith								
Painter								
Plumber								
Welder								
Glazier								
Energy/H.V.A.C.								
Media Maintenance								
Electrician								
MAINTENANCE III Advanced Journeyman Level Skills	$42.18	$42.60	$43.03	$43.46	$43.89	$44.77	$46.11	$47.50
MAINTENANCE LEAD*	$45.18	$45.60	$46.03	$46.46	$46.89	$47.77	$49.11	$50.50

*Maintenance I Lead (from M-1 Level) and Maintenance Lead (from M-III Level) positions are paid a $3.00 per hour step up pay.

APPENDIX B-2
YAKIMA SCHOOL DISTRICT NO. 7

APPENDIX C 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.