

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**YAKIMA ASSOCIATION OF PARAEDUCATORS**

**and**

**YAKIMA SCHOOL DISTRICT NO. 7**

**Yakima, Washington**

**September 1, 2018 to August 31, 2021**

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**NEW CONTRACT LANGUAGE FOR 2018-21 IS IN BOLD**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
YAKIMA ASSOCIATION OF PARAEducATORS  
AND THE  
YAKIMA SCHOOL DISTRICT NO. 7**

**PURPOSE OF AGREEMENT**

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

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

**DEFINITIONS**

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

"**Association**" shall mean the YAP (Yakima Association of Paraeducators affiliated with the 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.

"**Contract**" shall mean the individual contract issued to each employee.

"**Act**" shall mean RCW 41.56, the Public Employees' Collective Bargaining Act.

"**PERC**" shall mean the Public Employment Relations Commission.

**ARTICLE I - RECOGNITION**

**SECTION 1.1**

The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in Section 1.2 and Section 1.3 below, excluding any employee whose duties are supervisory or confidential pursuant to the Act.

**SECTION 1.2**

The bargaining unit to which this Agreement is applicable is as follows: All regular employees performing work as described in Section 1.3 below, and employees hired as substitute or temporary employees to work more than twenty (20) consecutive days in the same position or a total of thirty (30) days in a school year.

### **SECTION 1.3**

Paraeducators work includes providing assistance in all aspects of classroom instruction, Special Education Services, playground supervision, supervision of students, and classroom record keeping, Vision Paraeducators without Braille Certification. The District will not subcontract bargaining unit work to individuals or entities outside of the bargaining unit without first hiring qualified substitutes from the substitute pool while posting of the open position occurs and without a prior notice to the Association President.. Subcontracted employees shall comply with the District Sub-Contracted Classified Staff Protocols and Guide (*refer to Appendix C*).

### **SECTION 1.4**

Should the parties disagree about the recognition of a newly created position, and if after a meeting between all affected bargaining unit presidents within the District, the parties continue to disagree, such objection shall be resolved by filing a Unit Clarification Petition with PERC, and shall not be subject to the grievance procedure Article XXI.

## **ARTICLE II - STATUS OF AGREEMENT**

### **SECTION 2.1**

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

### **SECTION 2.2**

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 2.3**

When a contract between the District and an employee is issued, the contract shall be subject to and consistent with the terms and conditions of this Agreement. If a contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **SECTION 2.4**

Modification of this Collective Bargaining Agreement will be made only by mutual agreement of the parties in writing.

## **ARTICLE III - ISSUANCE OF CONTRACTS**

### **SECTION 3.1**

Employees will be notified by the last day of school of the anticipated position for the following year.

### **SECTION 3.2**

The District shall issue contracts to each employee within thirty (30) days of completion of bargaining. The contracts shall list the employee's job title(s), wages, hours of work, and building assignment(s).

## **ARTICLE IV - CONFORMITY TO LAW**

### **SECTION 4.1**

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to an employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

### **SECTION 4.2**

Upon request of either party, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of any provision found contrary to law within two (2) weeks of receipt of a written copy of such decision or finding.

## **ARTICLE V - DISTRIBUTION OF AGREEMENT**

### **SECTION 5.1**

Within sixty (60) days following the ratification and signing of this Agreement by the parties, the District shall print a copy of this Agreement for each member of the Association, plus one (1) copy for each member of the Management Team and additional copies for new employees.

### **SECTION 5.2**

All individuals making employment applications for bargaining unit positions to the District may read a copy of the Agreement at the YSD Website ([www.yakimaschools.org](http://www.yakimaschools.org)).

### **SECTION 5.3**

The entire Agreement in effect at the time will be distributed by the Human Resources Office to all newly hired employees.

### **SECTION 5.4**

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.

## **ARTICLE VI - AGREEMENT ADMINISTRATION/INTERPRETATION**

### **SECTION 6.1**

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, or on a mutually agreed upon date if both parties agree to extend this timeline.

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

## **ARTICLE VII - MANAGEMENT RIGHTS**

### **SECTION 7.1**

The Association recognizes the prerogative of the District to operate and manage the District and its affairs in all respects in accordance with the District's lawful powers and legal authority. All

lawful powers and legal authority, or other District prerogative not specifically limited by the specific terms and conditions of this agreement shall be administered by the District.

## **ARTICLE VIII - ASSOCIATION RIGHTS**

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

### **SECTION 8.1**

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.

### **SECTION 8.2**

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.

### **SECTION 8.3**

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.

### **SECTION 8.4**

The Association shall have the right to utilize all available information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits, register of non-certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings, treasurer's reports, census data, names and addresses of all members of the bargaining unit, salaries paid thereto and educational background, and such other information as shall assist the Association in developing intelligent, accurate, informed and constructive information which may be necessary for the Association to represent employees. The President shall be provided with a list of new hires following each Board meeting.

### **SECTION 8.5**

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

### **SECTION 8.6**

The Association shall have the right to use District facilities and equipment, including computers, typewriters, duplication equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. Any supplies or materials that are used for flyers, newsletters or meeting notices by the Association shall be recorded and paid for by the Association.

### **SECTION 8.7**

The Association shall have the right to use District buildings for meetings, to transact Association business, provided said meetings do not interfere with ordinary school operation and the workday. The Association shall be guaranteed a two (2) hour block of time on a workday prior to the first student day to conduct a general membership meeting. **The Association shall be afforded an additional one (1) hour block of time before or after this general membership meeting, if time is not allotted during the meeting, to meet with new employees. If an employee is hired after the beginning of the school year, the District will notify the Association and shall provide thirty (30) minutes during the new employee's workday within thirty (30) days of the hire date for the Association to meet with them.**

Upon request, the District may approve additional time for this meeting. In addition, the Association shall be allowed up to two (2) one (1) hour blocks of time on early release days to conduct Association meetings during the school year, with scheduling approved by the District. If the early release days are eliminated from the District calendar, the parties shall negotiate an alternative option.

#### **SECTION 8.8**

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.

#### **SECTION 8.9**

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

#### **SECTION 8.10**

The President shall be informed of any changes in employment status affecting employees and shall also be notified of any grievances and disciplinary meetings.

#### **SECTION 8.11**

The President will be provided with a list of new employees within thirty (30) days after the beginning of school. The President shall also be sent an updated list of new employees at the end of each month, in the form of Board minutes.

#### **Association Leave**

#### **SECTION 8.12**

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 fifty-**five (55)** days. The Association may carry over up to ten (10) unused days to the subsequent year, at the Association's discretion, with total days not to exceed sixty-**five (65)** days per year. The released time is to be arranged with the principal and/or administrator. In case a substitute is used, the Association shall pay for the cost of this substitute.

The President of the Association will be released each weekly designated early release day after the students have been released from school. No substitute will be provided. In addition, the Association President will be released up to one-half (1/2) day per month, at the President's discretion, with no loss of pay. The District shall pay substitute costs, if a substitute is needed.

### **ARTICLE IX - RIGHTS OF EMPLOYEE**

#### **SECTION 9.1**

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.

#### **SECTION 9.2**

The District shall take whatever action is required or shall refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District or encourage or discourage membership in any employee organization.



### **SECTION 9.3**

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.

### **SECTION 9.4**

Employees shall have the right to have Association representatives or other persons present at discussions between themselves and administrators or other representatives of the District as hereinafter provided.

### **SECTION 9.5**

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 9.6**

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

### **SECTION 9.7**

- A. The parties recognize several types of employees. Bargaining unit work shall only be performed on a regular basis by the following types of employees.
  1. Regular employees are employees assigned to regular full-time or regular part-time positions.
    - a. Full-time employees are those employees who are employed four (4) or more hours per day.
    - b. Part-time employees are those employees who are employed less than four (4) hours per day.
  2. Probationary employees are 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 with Association representation. Written notification shall be given to the employee and the Association president prior to the dismissal.

3. Temporary employees fall into two (2) sub-types:

- a. Temporary employees include those employees assigned for a specific period of time, not to exceed nine (9) months, to a temporary position.
  - b. Temporary employees include those employees assigned to replace a regular employee on an authorized leave for the period of the employee's leave.
  4. Substitute employees are those employees hired by the District to fill in on a day-to-day basis for regular employees.
- B. Employees shall be covered by the terms and conditions of this Agreement as follows:
1. Regular Employees:  
Regular employees shall be covered by all terms and conditions of this Agreement.
  2. Probationary Employees:
    - a. Probationary employees shall receive salary, insurance benefits, leaves, vacations and holidays and shall pay Association dues or representation fees as per this Agreement. Probationary employees shall accrue no seniority until the satisfactory completion of the probationary period, at which time seniority shall relate back to the first working day in the regular position.
    - b. Probationary employees shall be notified, in writing, when the probationary period is satisfactorily completed. Probationary employees may be terminated without cause and without recourse to the grievance procedure.
  3. Temporary employees:
    - a. Temporary employees shall not be covered by the terms and conditions of this Agreement, except as identified in this Section 3 of the Agreement.
    - b. Temporary employees shall receive the base rate of pay. Temporary employees filling leave replacement positions or vacancies that are expected to last six (6) months or longer shall be eligible for health care benefits immediately (after the same waiting period as applies to regular employees), and shall pay Association dues or representation fees.
    - c. Temporary employees shall not accrue seniority, provided temporary employees who are hired as regular employees to the same position held as a temporary 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 temporary employee, provided the employee has occupied the same position on a continuous basis as a temporary and regular employee.
  4. Substitute Employees:  
Substitute employees shall not be covered by any of the terms of this Agreement, except entry level placement on the salary schedule.

## **SECTION 9.8**

Each employee shall become a member of the Association or pay a representation fee to the Association. Each employee shall provide the District with a payroll authorization to deduct said dues or fees.

## **SECTION 9.9**

The District shall, upon written authorization from the employee, deduct from the employee's salary, each pay period, the dues required of membership, or, for non-members thereof, the representation fee. The Association, consistent with the law, shall establish the representation fee.

## **SECTION 9.10**

To safeguard the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. An amount equivalent to the Association dues shall be deducted monthly from the employee's salary and payment shall be made by the District directly to the identified charitable organization. Any monies collected by the District, while the charitable organization is being determined between the employee and the Association, will be held in a non-interest-bearing account and will be transmitted by the District to the charity when mutual agreement is reached on the designated charity. If the employee and the Association do not reach agreement on such matter, the PERC shall designate the charitable organization.

## **SECTION 9.11**

The District shall transmit WEA/NEA and local dues or representation fees, as well as NEA-FCPE and WEA-PAC donations to Premera Blue Cross.

## **SECTION 9.12**

The Association agrees to hold harmless the District for any deduction of Association dues or representation fees.

## **SECTION 9.13**

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 9.14**

**Each paraeducator shall be provided access to a computer networked to a printer**

## **ARTICLE X - JOB DESCRIPTIONS**

### **SECTION 10.1**

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

### **SECTION 10.2**

When the District proposes 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 appropriate administrator at least 10 days prior to the proposed change.

### **SECTION 10.3**

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.

## **ARTICLE XI - WORK HOURS/OVERTIME**

### **SECTION 11.1**

The normal work year for Paraeducators shall be one hundred eighty two (182) days during which time school is in session inclusive of two (2) days prior to the school year. The normal work week for all members is Monday through Friday. **In addition to regularly scheduled work hours, each regular employee may work up to twenty-eight (28) hours per year for required**

access to building and District email communications and to perform other duties pertaining to classroom responsibilities, collaboration with teachers, attending building and District trainings, and/or attending building/staff meetings. These hours shall be pro-rated for employees working less than a full school year and for employees whose regular shift is less than six and a half (6.5) hours per day. The nature of the work activities and schedule on which these hours will be worked shall be communicated to a building administrator and shall not be worked in a manner that would trigger overtime liability for the District. Employees will be responsible for tracking these hours on a District form to ensure they do not exceed the 28 hours. Employees shall submit the completed District tracking form to their principal/supervisor for signature when they have completed the twenty eight (28) additional hours, or the portion of these hours they have chosen to work. The completed and signed form shall then be submitted to payroll by the employee, who will be paid in the subsequent pay period.

## **SECTION 11.2**

Each employee shall be assigned a definite shift with designated times of beginning and ending. Employees shall be notified two (2) weeks in advance of any change in the work schedule not due to emergency conditions. In addition to supplemental work assignments as defined in Section 12.9.2, an administrator may approve additional activities. The employee will be paid for these approved activities at his/her regular rate of pay, unless the overtime rate in Section 11.4 applies. Employees shall not be allowed to work additional hours without administrator authorization. Changes will not reduce the individual contract as stated in Article III, Section 3.2. Failure of the District to provide such notice shall entitle the employee to work according to the original schedule or according to the revised schedule. The District will make every effort not to require employees to work a split shift.

## **SECTION 11.3**

Each employee working five (5) or more hours shall be given two (2) fifteen (15) minute rest periods per day. Each employee working between four (4) and five (5) hours daily shall be given one (1) fifteen (15) minute rest period each day. Employees shall be allowed a meal period of at least one-half (1 /2) hour but no more than one (1) hour, which shall be a duty-free period. Employees working overtime will be entitled to an additional fifteen (15) minute rest period for every two (2) hours worked.

## **SECTION 11.4**

Hours worked in excess of forty (40) hours per week, or any hours worked on Saturday or Sunday, shall be paid at the rate of one and one-half (1-1/2) times the employee's base hourly rate of pay. Overtime shall be paid in accordance with the Fair Labor Standards Act.

## **SECTION 11.5**

In lieu of payment for overtime, compensatory time at the rate of one and one-half (1-1/2) times the hours worked may be requested by the employee. Accumulation of compensatory time shall not exceed thirty-two (32) hours.

## **SECTION 11.6**

Overtime shall be pre-approved by the appropriate administrator. All overtime shall be paid upon submission of a properly signed time sheet to the District payroll office.

## **SECTION 11.7**

The employer shall provide substitutes, when necessary, due to the absence of a regular employee.

## **SECTION 11.8**

In no case shall employees covered by this Agreement be requested or required to replace certificated employees (pursuant to RCW 28A.405.465) or employees in other classified bargaining units.

## **SECTION 11.9**

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

## **SECTION 11.10**

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

## **SECTION 11.11**

Paraeducators shall have access to the Individualized Education Programs and Section 504 plans for students they have direct contact with, in compliance with state and federal laws.

## **SECTION 11.12**

A minimum of two (2) paraeducators shall be assigned to supervise students on the playground for all scheduled recesses. Discovery Lab School may be an exception. All paraeducators who are supervising/escorting students outside their assigned classroom shall have access to a walkie-talkie/radio/communication device in good working condition that has a sufficient range to contact the school office. The building principal/supervisor will ensure that there is a designated person in the office to receive walkie-talkie communications and respond as necessary at all times. If an employee has a concern that an off-campus assignment is unsafe, he/she shall inform the supervisor, who shall evaluate the circumstances and work with the employee to implement a safe resolution in a timely manner **and who may provide the employee access to a cell phone.**

## **ARTICLE XII - SENIORITY/RESIGNATION /LAYOFF AND RECALL/BUDGET REDUCTION AND ASSIGNMENT/REASSIGNMENT/ TRANSFER PROCESS**

### **Seniority**

#### **SECTION 12.1**

Seniority shall be defined as the length of continuous service within the District as a regular employee or temporary employee as specified in Article 9 Section 9.7. Accumulation of seniority shall begin the first day of recognized continuous service. In the event that more than one employee has the same starting date, position on the seniority list shall be determined by casting lots.

#### **SECTION 12.2**

The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all district-owned buildings by November 15 of each year. The seniority list will also be emailed by the District to each employee with a notice to contact Human Resources and the Association President if revisions are needed. Revisions and updates shall be posted by March 15 of each year, with a copy to the Association President.

#### **SECTION 12.3**

The president, president-elect and vice-president shall have super-seniority over all members of the bargaining unit.

#### **SECTION 12.4**

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

- a) Resignation
- b) Discharge for just cause
- c) Retirement

## SECTION 12.5

The seniority of an employee shall not be lost for the following reasons:

- a) Time lost by reason of industrial accident.
- b) Time lost by authorized leaves, including sick leave, authorized leaves of absence, military leave, and maternity leave.
- c) Time spent on jury duty.
- d) Lay-off for a period of two (2) years (see Layoff, 12.13.3)

## SECTION 12.6

State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.

## SECTION 12.7

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.

## Criteria for Assignment

## SECTION 12.8

- 12.8.1 Should two (2) or more employees be equally qualified to meet the posted qualifications for an open position, the most senior employee shall be granted the position. In some cases where the District deems it necessary to make staff adjustments to meet the District's needs, the District may involuntarily transfer employees to an existing vacant position in the contract year without posting the open position. Transfers of this nature may involve up to six (6) employees per contract year.
- 12.8.2 An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate administrator. No employee will be involuntarily transferred as a means of discipline.
- 12.8.3 The District will not be obligated to consider probationary employees for a new or vacant position.

## SECTION 12.9

- 12.9.1 Except as otherwise provided in 12.8.1 and 12.8.2, the District shall advertise within the bargaining unit the availability of all positions. A notice of each vacancy shall be sent to all schools and project locations. A copy of it shall be posted at the District office. The President of the Association shall be given a copy of the notice at the time of posting.
- 12.9.2 Supplemental work assignments **within a building/worksite** (such as summer school, safety patrol, extended learning, etc.) within the bargaining unit shall be offered to the current bargaining unit employees within the job site. **District wide supplemental work assignments (such as District wide summer school, etc.) within the bargaining unit shall be offered to all current bargaining unit employees in the District. The most senior applicant shall be granted the position based on the qualifications on the job posting.**

If no employee within the job site is qualified or able to perform the supplemental assignment, the District shall open the position.

Members of the bargaining unit will be given first preference in accordance with the Collective Bargaining Agreement.

- 12.9.3 The District need not post positions when two employees mutually agree to change jobs and the District agrees that the exchange is desirable. The Association President shall be informed by the District of such exchange prior to the exchange taking place.

#### **SECTION 12.10**

In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the employee meets the minimum qualifications for the job. No such requests shall be denied without basis in fact. If the District determines an employee requesting a transfer to an open position is not qualified for that position, the District will provide written reasons to the affected employee, if requested by the employee, with a copy to the Association President. If more than one qualified employee has applied for the same position, the employee with the most seniority shall receive the transfer. No transfer (voluntary or involuntary) will result in a reduced rate for any employee.

#### **SECTION 12.11**

In the event of an involuntary transfer, the District shall provide a written statement, describing the justification for this action. No involuntary transfer will result in a reduced hourly rate of pay for an employee.

#### **Reduction in Unit Size**

#### **SECTION 12.12**

In the event it is necessary to reduce the work force the District shall notify the Association in writing. Prior to taking any further action the Parties will meet to discuss the reasons for and the extent of the reduction. The parties may then agree in writing to use the Budget Reduction/Transfer Process to adjust staffing (Section 12.15). If agreement to use the Budget Reduction/Transfer Process is not reached then the standard Layoff Process (Section 12.13) shall be used.

#### **Layoff**

#### **SECTION 12.13**

- 12.13.1 Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds.
- 12.13.2 In the event of a necessary reduction in work force, the District shall first lay off probationary employees, the least senior employee by date of hire. The only exceptions to seniority shall be in the case of employees designated with super seniority and in the case of employees who have specialized skills that no senior employee possesses. Special skills are those skills required in the job description. The District will not change the duties of the position from which an employee was laid off if such change of duties will adversely impact the employee's ability to be recalled to that position, unless the District and Association agree change is required to meet student needs. Employees losing their job because of reduction in force shall be placed on a re-employment list maintained in the District's Human Resources Department. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacancy or newly created position.
- 12.13.3 Employees on layoff shall retain their seniority and accrued benefits, except for insurance benefits for purposes of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority layoff eligibility and any further rights under

this provision. A written letter of intent to remain on the list must be on file in the Human Resources Department by June 1 each year.

- 12.13.4 The District will inform all employees in writing that insurance benefits can be maintained during layoff by paying the full cost of the premium to the provider, based upon COBRA laws.
- 12.13.5 Failure to comply with any of the provisions in Article XII will result in the removal of the laid off employees from the recall list.
- 12.13.6 The District will inform in writing and verbally explain to employees that insurance benefits can be maintained during layoff, provided the employee pays the premium.
- 12.13.7 All benefits to which an employee was entitled at the time of layoff, including unused accumulated leave shall be restored to the employee upon his/her return to work.
- 12.13.8 Employees who have been laid off will be given the opportunity to substitute. Employees who wish to substitute must notify the District and upon such notification will be called to substitute in positions for which they are qualified according to seniority. Employees who refuse such employment will be responsible to notify the District when they wish to be considered for future assignment.
- 12.13.9 A laid off employee who substitutes will be paid at entry-level rate. In the event a laid off employee substitutes forty-five (45) consecutive days in the same position, in the same bargaining unit he/she will be paid at the employees' prior pay placement.

## **Recall**

### **SECTION 12.14**

- 12.14.1 The District shall make every effort to offer laid off employees positions compatible with their past experience and training. When openings within the bargaining unit occur, employees on the re-employment list will be given the opportunity to fill the open position, and return at their former rate of pay prior to layoff. They shall be called in reverse order of layoff for a position for which they meet the qualifications as stated in the job description. The District shall make recall employees aware of all potential openings that may re-open within a reasonable amount of time.
- 12.14.2 Notices of recall shall be sent by certified or registered mail or personal contact to the last known address and/or telephone number as shown on District records. The recall notification shall state the assignment, time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address and telephone number. A recall employee shall be given three (3) working days to notify the District of his/her intention to return to work. The employee shall return to work no later than five (5) days from the receipt of the callback notice except in extreme circumstances. The District may fill the position on a temporary basis provided the recalled employee has notified the District of intent to work within the three (3) working days.
- 12.14.3 An employee may refuse a position to which he/she is recalled one (1) time and retain his/her position on the recall list. If an employee refuses the position, the District shall skip that employee and recall the next person in order on the recall list. No employee may turn down a recall position more than once if the employee is qualified for the position. Should an employee refuse to accept a recall after turning down one (1) notice of a position for which the employee is qualified, he/she shall lose their position on the recall list and be placed at the bottom of that list. If the employee refuses any further recall the employee's name shall be removed from the recall list. The District shall state in the recall letter that the employee has the right to refuse recall one (1) time of a qualified position and the consequences of refusal. Any refusal of a position shall be in writing to the Human Resources Department within three (3) working days.



- 12.14.4 When recall occurs within one (1) week of the beginning of the school year, the District may contact the laid off employee by telephone. It shall be the responsibility of the employee to provide a telephone number at which he/she can be reached by the District during this period.
- 12.14.5 Failure to comply with any provisions in Article XII will result in the removal of the laid off employee from the recall list.

### **Budget Reduction and Transfer Process**

#### **SECTION 12.15**

- 12.15.1 Annually, the District will determine the number of programs and/or positions that may be reduced through the budget process for the subsequent year.
- 12.15.2 The Association president and/or designee shall be notified in writing of possible reductions. This notification shall occur in a reasonable time before employee(s) are notified (*Section 8.10*).
- 12.15.3 The District will notify employees of assurance of employment for the upcoming school year subject to reassignment (*Section 3.1*). Employees will be issued letters of assurance/non-assurance within fourteen (14) calendar days of their school year's end.
- 12.15.4 Human Resources will review each building and each building program and determine the number of reductions or additions by building within programs (BEA, Special Education, and Categorical).
- 12.15.5 Elimination of positions in each building will be implemented with the least senior person within the program.
- 12.15.6 The District will offer open positions at the same building to employees whose positions have been eliminated, provided the employee has the qualifications, experience, and skills necessary for the position.
- 12.15.7 The District will establish a pool for employees whose positions have been eliminated and who are not able to remain at their building or who have declined an open position at their building.
- 12.15.8 The District will fill all paraeducator positions that remain open or open prior to the start of school from the "unassigned" pool prior to offering positions to other contracted employees, paraeducator substitutes or outside applicants.
- 12.15.9 The District will provide assurance to each reassigned employee that the employees will be offered the opportunity to return to their former position if the position is reinstated within the two (2) school years subsequent to the reassignment.
- 12.15.10 Unassigned Paraeducators who decline all positions until the start of school will be offered the opportunity to take an unpaid leave of absence, temporary work in another district bargaining unit, and/or substitute until an acceptable position opens or the school year is complete.

## **ARTICLE XIII - LEAVES**

### **Sick Leave**

#### **SECTION 13.1**

- 13.1.1 At the beginning of each fiscal year each employee shall be credited with an advanced sick leave allowance of twelve (12) days per year with full pay to be used for absences caused by illness, injury, medical disability (including that caused by childbearing) or poor health of the employee or the employee's immediate family member. Each employee's portion of unused sick leave

allowance shall accumulate from year to year to the number of days in the employee's work year or to one hundred eighty (180) days, whichever is greater.

- 13.1.2 Employees hired after September 1 shall be credited with that percentage of twelve (12) days advance sick leave allowance. Sick leave shall be pro-rated accordingly for employees working less than eight (8) hours per day.
- 13.1.3 The following employees are not covered with sick leave allowance: temporary employees and substitutes.
- 13.1.4 The sick leave allowance for any fiscal year in addition to any sick leave accumulated may be taken at any time during the year.
- 13.1.5 Any employee entitled to sick leave required to be absent in excess of five (5) consecutive days may be asked to verify such absence by written confirmation from a physician.
- 13.1.6 All use of requested leave shall be reported using the automated attendance reporting system.
- 13.1.7 If an employee exhausts all paid sick leave, the employee must receive prior written approval from the District Human Resources office to use unpaid sick leave days. For each day of approved absence exceeding the paid sick leave allowance, one (1) day's pay will be deducted from salary payment.
- 13.1.8 Sick leave may be taken in half-day allotments or in hourly increments if a substitute is not required.

### **Sick leave Accumulation and Cash Out**

#### **SECTION 13.2**

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

September	All employee sick leave is updated by up to twelve (12) days to a maximum of one-hundred eighty (180) days.  Employees with one-hundred eighty (180) days of accumulated sick leave are not credited with sick leave beyond one-hundred eighty (180) days.
January	Sick leave for employees is reviewed. Employees are given an opportunity to participate in the sick leave buy back incentive program.
February	Sick Leave buy back is paid to employees.
March	Each employee not granted all or part of twelve (12) days sick leave in September because they were at a maximum is given sick leave hours not front-loaded in September.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year in January of each school year or cash in the entire accumulations at retirement or death. The twelve (12) days available for sick leave cash out shall be reduced by actual sick leave taken during the prior calendar year.

Upon retirement, as defined by Department of Retirement Systems (DRS) the employee or upon the employee's death, the estate of 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 one hundred eighty (180) days as stated by Washington State Law.

### **Donation/Receipt of Sick Leave**

#### **SECTION 13.2.1**

##### **A. Donation of Sick Leave**

1. An employee with more than twenty-two (22) days of accumulated sick leave may request to donate a specified amount of sick leave for use by another eligible employee authorized to receive such sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than twenty-two (22) days in order to donate sick leave to another employee. An employee eligible to make such donation of sick leave may request that the District transfer a specified amount of leave to a designated employee including to any employee in another WEA affiliated ESP 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 twenty-two (22) days. Only sick leave may be donated pursuant to this Section.
2. Donated sick leave shall be donated on an hour for hour basis irrespective of the hourly rate of pay and shall not be refunded or returned to the donating employee at any time. All unused donated leave shall remain in a pool for employees in the recipient's bargaining unit. The donating employee must donate in full day increments.
3. Donated sick leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the Human Resources Office with a written request setting forth the specific number of days donated. This written request shall be time and date stamped by the District and listed. The first leave donated shall be the first leave transferred to an eligible employee. Donated leave in the sick leave bank not used during any one school year shall remain on the list for the following school year for transfer to eligible employees. The written request shall be made between September 15 to October 15 of each school year, and/or other period of time mutually agreed to by the parties.

Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first, prior to reducing the donating employee's current year sick leave benefit. Yearly cash out pursuant to Article XIII Section 13.2 of the agreement shall not be affected by a donation of sick leave below twenty-two (22) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

#### B. Receipt of Leave

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 circumstances, as defined further by state law: the employee (1) is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition, (2) has been called to uniformed service (3) has offered and been asked to volunteer services in response to a declared state of emergency or (4) is a victim of domestic violence, sexual assault or stalking, **(5) is sick or temporarily disabled because of pregnancy disability, (6) needs time for parental leave to bond with a newborn, adoptive or foster child, (7) or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical, or mental condition.** In order to be eligible to receive donated leave, one of the above circumstances must have caused or be likely to cause the employee to take leave without pay or terminate employment with the District. This must be verified by a written statement from the employee's physician or notice from the appropriate military, emergency, or law enforcement agency.
2. The receiving employee must comply with the provisions of Article XIII, Section 13.1.5. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.
3. The receiving employee must have depleted all of the employees sick leave balance, **except in cases of pregnancy disability or parental leave, in which case the employee may maintain a compensated leave balance of forty (40) hours.**

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.

C. Use of Donated Leave

1. The employee receiving donated sick leave may use that sick leave for a qualifying purpose as set forth in this Section. The receiving employee may use donated leave in one hour increments.
2. Requests for donated sick leave shall be made to the Association in writing. The Association shall forward the request to the District for approval. Said request shall be forwarded to the Human Resources Office. The District shall review the request and approve or deny said request within five (5) school days of receipt.
3. Temporary employees and substitute employees are not eligible for receipt of donated sick leave.

**Coordination of Disability Benefits**

**SECTION 13.3**

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

## **Bereavement Leave**

### **SECTION 13.4**

- 13.4.1 In the event of death in an employee's immediate family, the employee shall be allowed five (5) days leave with full pay. The immediate family shall be defined as being father, mother, step-parent, sister, brother, wife, husband, child, step-child, live-in foster child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, fiancé, fiancée, domestic partner, grandparent, grandchild or more distant relative if living in the same household.
- 13.4.2 In the event of death to an uncle, aunt, nephew, niece, cousin or ex-spouse, one (1) day of leave with full pay shall be allowed.
- 13.4.3 Bereavement leave is not cumulative.
- 13.4.4 An employee shall 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 without pay, or the employee may use personal leave or sick leave.
- 13.4.5 All use of requested leave shall be reported using the automated attendance reporting system.

## **Emergency Leave**

### **SECTION 13.5**

Emergency leave may be taken by an employee due to a problem that has suddenly occurred or is unplanned or where preplanning could not relieve the necessity of the employee's absence. Up to three (3) days of emergency leave shall be granted with pay per year and shall be deducted from Sick Leave. The intent of Emergency Leave is to make it possible for employees to be absent for the reasons stated and not for personal pleasure or profit or to extend a holiday.

## **Family Accident or Illness Leave**

### **SECTION 13.6**

In the event of accidents and/or serious illness in the immediate family (as defined in this Section) involving medical attention and/or hospitalization, a maximum of three (3) days absence with pay is earned each year. A statement from a doctor may be required whenever more than five (5) consecutive days are used. Employees may use Family Illness to attend to the needs related to the birth of a child within thirty (30) days of such a birth. Employees who are unable to work for any reason must report the absence through the automated attendance reporting system. Unused leave is accumulative up to a maximum of **fourteen (14)** days.

The immediate family shall be defined as being father, mother, step-parent, sister, brother, wife, husband, child, step-child, live-in foster child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, fiancé, fiancée, grandparent, grandchild or more distant relative if living in the same household.

Family illness leave in excess of the above designated number of days will be deducted from sick leave. In the event that all family illness leave days and sick leave days are exhausted, additional unpaid leave will be deducted at the rate of one (1) day's pay for each day used. The employee must receive prior written approval from the District Human Resources office to use unpaid Sick Leave or Family Illness Leave days. The District will consult with the employee and may require a statement from a doctor prior to making the decision regarding approval of the unpaid leave.

## **Parenting Leave/Maternity Disabilities**

### **SECTION 13.7**

#### **13.7.1 Parenting Leave:**

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

#### **13.7.2 Maternity Disabilities:**

- a) Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines.
- b) An expectant mother shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs.
- c) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, while the employee is on contract, are for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan. The District may require a physician's statement to determine if the employee is unable to work due to her temporary disability.

#### **13.7.3 Maternity Use of Sick Leave:**

- a) For sick leave benefits to extend beyond the thirtieth (30th) work day beyond the birth of a child, the employee shall have a physician's statement on file in the District's payroll office concerning the health of the employee after the child's birth and estimate of the approximate date the employee shall be recovered sufficiently to return to work.
- b) Employees disabled because of pregnancy or childbirth shall be subject to the same terms and conditions concerning the extensions of leave time, the accrual of benefits, and privileges such as seniority and retirement as are applied to other temporary disabilities.

## **Adoption Leave**

### **SECTION 13.8**

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

## **Personal Leave**

### **SECTION 13.9**

Employees will be granted upon request two (2) days personal leave per year with pay. Unused leave may accumulate to seven (7) days. The employee shall notify the immediate administrator through the automated absence reporting system at least two (2) working days in advance of the leave. In the event of an emergency, a notice of two (2) days shall not be required. Those employees with an accrued balance of four (4) personal leave days as of the last day of school, may cash out unused personal leave days at the employee's hourly rate of pay. The District will

remind employees of the option to cash out unused personal leave by May 31 each year. The employee must inform the District payroll office in writing by July 1 each year of their intent to cash out unused personal leave days. **In addition, any days that accrue above the seven (7) day accumulation limit shall be automatically cashed out and paid in the October paycheck.** In the year of an employee's retirement, the employee may cash out any unused days at the employee's per diem rate.

### **Jury Duty/Subpoena Leave**

#### **SECTION 13.10**

13.10.1 Leave with full pay shall be granted to the employee who is required to perform jury duty. The following stipulation shall apply:

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

13.10.2 When an employee receives a summons requiring an appearance in court, the employee shall notify his/her building principal or administrator. For job related subpoena leave, the employee shall receive full pay.

13.10.3 When an employee receives a subpoena for civic duty, e.g. uninjured witness of an accident or crime, the employee shall notify his/her building principal or administrator. For civic duty/subpoena leave, the employee shall receive full pay.

13.10.4 For subpoena leave of personal nature, e.g., the settlement of a family estate, custody or divorce proceedings, etc., the employee shall use a personal leave day or shall reimburse the District one (1) day's salary for each day absent from employment.

### **Military Leave**

#### **SECTION 13.11**

A regular employee, who is an active member of any organized reserve of armed forces of the United States, shall be entitled to and granted a military leave of absence from the employee's employment for a period not exceeding twenty-one (21) work days during each calendar year. Such leave shall be granted in order that the employee may take part in active training or duty in such a manner and at such a time as the employee may be ordered to active or 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. Military leave shall be granted with 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).

### **Education Leave**

#### **SECTION 13.12**

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

### **Personal/Family Health and Hardship Leave**

#### **SECTION 13.13**

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

## SECTION 13.14

### Family and Medical Leave (Without Pay)

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

1. For the birth of a child, and to care for the newborn child;
2. For placement with the employee of a child adoption or foster care;
3. To care for the employee's spouse, child or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job; or
5. Related to the military deployment of a spouse or close family member who is a member of the National Guard or Reserves.

Employees may have twenty-six (26) weeks of leave to care for a covered family member who is a member of the military and who has been wounded in combat.

Information regarding entitlements under this section may be obtained through Payroll.

The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity.

Eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period.

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

The district will require the employee to first use and exhaust all applicable paid leave available to the employee prior to taking Family and Medical Leave. The twelve (12) week FMLA entitlement, or the twenty-six (26) week entitlement for military caregiver leave, shall run consecutively to any paid leave **with the exception that Washington State Paid Family and Medical Leave (Article XIII, Section 13.17) shall run concurrently with FMLA.**

Leave will be applied as follows:

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

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



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

### **EMPLOYEE ELIGIBILITY**

- a) Employed by employer for at least twelve (12) months, with 1,250 hours of service during the twelve (12) month period immediately prior to the start of the leave.
- b) Must meet one of the five conditions listed in the first paragraph of this Section, which apply equally to male and female employees.
- c) FMLA leave may begin before actual birth date of a child. The employee may request leave for prenatal care if her condition makes her unable to work.
- d) FMLA leave is available for treatment for substance abuse either for employee or for immediate family member but only for treatment, not for absences due to use of the substance.
- e) Employee must notify the district of medical treatment and make a reasonable effort to schedule the leave so as not to disrupt the district's operations.
- f) Husband and wife who work for the district are both entitled to FMLA leave but it is limited to a total combined leave of twelve (12) weeks/twelve (12) month period when the leave is for the birth/care of newborn, adoption or foster care placement.

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

### **EMPLOYEE NOTIFICATION**

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

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

### **MEDICAL CERTIFICATION**

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

### **CONTINUATION OF HEALTH BENEFITS**

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

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

## **Leave Return Provision**

### **SECTION 13.15**

This section shall apply to Maternity Leave, Parenting Leave, Education Leave, and Personal/Family Health and Hardship Leave. Anticipated leaves must be requested for each individual school year (September to August) or any portion thereof. To qualify for continued employment for the subsequent school year, all employees on authorized leave will be required to give written notice to the Human Resources Department no later than May 1 of their planned date of return to work for the following school year. Approval of individual leave requests will not establish precedence in granting future leaves.

An employee shall be assured that upon returning from the above-enumerated leaves of absence, the employees shall be placed in the same or similar assignment. The District will inform in writing and explain verbally to the employee that insurance programs can be maintained while on leave, provided the employee pays the premium.

### **RETURN TO WORK PROVISIONS**

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

The employee must provide the district thirty (30) days advance notice where practicable or by May 1, if returning for the subsequent school year. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that he/she may return to work.

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

## **Substance Abuse Employee Assistance**

### **SECTION 13.16**

- 13.16.1 The District and Association jointly recognize drug/alcohol addiction as an illness which is treatable. It is the District's and the Association's intent that employees be free of the influence or effect of alcohol and/or controlled substances during the course of their employment. The protection and well-being of students, the educational process, other employees, and the employee's health and professional well-being must be recognized. In cases of employee addiction to alcohol and/or controlled substances, or employee's impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment, in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment or addiction.
- 13.16.2 Employees who voluntarily seek assistance, or who are found in need of assistance, whose conduct during the course of employment does not justify immediate discipline or discharge, will be offered the opportunity to participate in and complete a rehabilitation program either through the Employee Assistance Program or other treatment program mutually agreed upon by the District and the Association.
- 13.16.3 In cases where the District has reasonable suspicion or belief that an employee is under the influence of, affected or impaired by or addicted to alcohol and/or controlled substances, the parties agree that the employee's name may be referred by the District to a professional counselor/evaluator mutually agreed to by the District and Association on or before June 15 of each year, for a professional assessment. Subsequent to the referral by the District of the employee's name, the professional counselor/evaluator mutually agreed to will immediately

contact the employee for purposes of assessment. The counselor/evaluator shall report to the District one (1) of the three (3) following diagnoses or results: 1) the employee is in need of treatment; 2) the employee does not need any treatment, or; 3) the employee refused to participate in assessment sufficiently to allow the evaluator to make a diagnosis or assessment.

- 13.16.4 All records possessed by the counselor/evaluator will be held, kept and maintained by the counselor/evaluator as a confidential record between the counselor/evaluator and employee/patient.
- 13.16.5 An employee who refuses to participate in a professional assessment as outlined in this Section may be subject to discipline under Article XIX of this Agreement. An employee has the right to grieve under the terms of this Agreement (Article XXI) the referral and/or any discipline that may result from the application of this procedure.
- 13.16.6 The District agrees to pay the costs or fees related to the initial assessment of an employee. It shall be the employee's responsibility to pay for any treatment program following the assessment. If an employee enters a treatment program, the employee may request and use accumulated sick leave, make application for any insurance benefits, or request leave under the terms and conditions of this Agreement.
- 13.16.7 The Association agrees to assist its bargaining unit members with any rehabilitation program.
- 13.16.8 Possession, Sale, Delivery or Use of Alcohol and/or Controlled Substances by employees on District property or at District-sponsored events during the course of employment with the District is prohibited. Employees who violate this prohibition shall be subject to immediate discharge. Violation of this provision shall constitute just and sufficient cause for immediate discharge without following the policy of progressive discipline set forth in Article XIX, Section 19.2.5.

#### **Washington State Paid Family and Medical Leave (PFML)**

##### **SECTION 13.17**

**Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act, which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated, leave with the exception that PFML shall run concurrently with FMLA (Article XIII, Section 13.14). Commencing January 1, 2019, the District and employee shall pay the designated proportion of the payroll premium in accordance with state law. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.**

#### **ATTENDANCE INCENTIVE FOR EMPLOYEES**

##### **SECTION 13.18**

- A. The parties agree that regular attendance by employees is a shared interest and supports consistent services to students, reduces workload on other employees and helps assure that individual employees have leave banked for changes in personal circumstances.**
- B. At the beginning of each work year, on or before September 15<sup>th</sup>, employees shall be provided a form for tracking leave usage and balances for the work year. The District and Association**

shall co-sponsor training for employees on accessing leave information on the Skyward system on a District inservice day(s) and/or early release day(s).

- C. In the July payroll, any employee who had no unpaid leave and used no more than twelve (12) days of paid leave from the employee's balances of sick leave, family illness and accident leave and personal leave in the just-completed work year shall be paid a \$200 stipend.

## ARTICLE XIV – HOLIDAYS/VACATIONS/TRAVEL REIMBURSEMENT

### Holidays

#### SECTION 14.1

14.1.1 All eligible employees shall receive normal daily wages for the following holidays:

New Year's Day	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	Day After Christmas

The hourly wage X number of hours worked per day = normal daily wage.

14.1.2 Employees shall not be required to work on the holidays listed above.

### Vacations

#### SECTION 14.2

Beginning in the first (1st) year of service through the ninth (9th) year of service, six (6) days of paid vacation will be provided to each employee.

At the beginning of the tenth (10th) years of service through the fourteenth (14th) year of service, seven (7) days of paid vacation will be provided to each employee.

At the beginning of the fifteenth (15th) year of service through the nineteenth (19th) year of service, nine (9) days of paid vacation will be provided to each employee.

At the beginning of the twentieth (20th) year of service through the twenty fourth (24th) year of service, eleven (11) days of paid vacation will be provided to each employee.

At the beginning of the twenty-fifth (25th) year of service and in all subsequent years, twelve (12) days of paid vacation will be provided to each employee.

These days will be paid annually over twelve (12) months, prorated if the employee works less than a full year.

### Travel Reimbursement

#### SECTION 14.3

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.

#### SECTION 14.4

Per diem reimbursement for employee's meals shall be paid in accordance with District policy. Other reasonable travel expenses shall be reimbursed by the District upon timely presentation of the travel claim form.

## **SECTION 14.5**

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.

## **SECTION 14.6**

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

# **ARTICLE XV - SALARIES**

## **Salaries and Employee Compensation**

### **SECTION 15.1**

The base salaries for the contract year for employees covered by this Agreement shall be set forth in Appendices A. Employees will also make incremental movement on the salary schedule based on years of experience.

### **SECTION 15.2**

Employees will be paid their annual salary pro-rated over twelve (12) monthly payments. Adjustments to salary, sick leave, vacation, or holiday pay shall be made on or before the next pay date, when errors are called to the District's attention by the employee or the Association.

### **SECTION 15.3**

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 used by the District to distribute employee earnings. The District shall furnish to each employee at the time of payment of wages an itemized statement showing the pay basis (i.e., hour or days worked), rate or rates of pay, gross wages and all deductions there from for that pay period.

### **SECTION 15.4**

In the event of a payment resulting in underpayment, corrections and adjustments will be made on or before the issuance of the next paycheck, provided the employee notifies the District of the underpayment prior to the fifteenth of the month.

### **SECTION 15.5**

All compensation owed to an employee who is leaving the District shall be paid at the next regular payroll date after the final day of employment, providing that a two (2) week notice is given by the employee.

### **SECTION 15.6**

Overpayments made by the District to employees shall be repaid at a rate of one hundred dollars (\$100) per month minimum over the ensuing twelve (12) months. Exception may be made in cases of extraordinary financial hardship.

### **SECTION 15.7**

15.7.1 In accordance with RCW 28A.400.300, initial placement on the salary schedule will be based upon the experience the new employee brings into the District from another bargaining unit within the District, another in-state school system, Educational Service District (ESD) or community college, or other like professional system (must be documented). One (1) year of experience shall equate to at least one-hundred eighty-two (182) days of compensated work experience within one (1) calendar year (i.e. shall equal one (1) year of work experience).

Employees must provide documented verification of prior work experience within forty-five (45) days from their date of hire. Thereafter, the employee shall advance on the incremental system one (1) step September 1, for each year of employment. (See Appendix A)

15.7.2 Temporary and substitute employees shall receive base (Step 1) salary

15.7.3 An employee hired on or before December 31 shall be granted and paid second year status the following September. An employee hired after December 31 shall remain at first year status until the end of the following school year. Current employees with less than one hundred forty (140) paid duty days in a school year will remain at their current placement status the following September.

## **SECTION 15.8**

Employees holding an AA degree or who have earned ninety (90) hours of college credit and/or the equivalent in clock hours (ten (10) clock hours is equal to one (1) credit) shall receive a fifty dollar (\$50.00) stipend per month. Employees holding a Bachelor degree (BA/BS) or higher shall receive a sixty dollar (\$60.00) stipend per month.

**If the state enacts legislation to require paraeducator certification and training, the parties will negotiate the impact. All extra hours for required training shall be paid at each employee's hourly rate.**

## **ARTICLE XVI - EVALUATIONS**

### **SECTION 16.1**

An administrator, principal, or other supervisory personnel shall be designated as the evaluator for each employee. Any such evaluator shall have been trained in evaluation procedures. In the event that the designated evaluator must be changed, the employee shall be notified immediately of that change. The evaluator shall evaluate annually the performance of each employee in his/her current position using the Evaluation Form negotiated by the District and the Association (Refer to Appendix D). Upon request by the employee, additional evaluations may be made.

### **SECTION 16.2**

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

### **SECTION 16.3**

All unsatisfactory ratings must be accompanied by an indication of specific weaknesses and an opportunity must be provided for the employee to improve in the areas of weakness indicated.

### **SECTION 16.4**

A copy of the employee's annual evaluation shall be given to the employee and one copy shall become a part of the employee's personnel file. Annual evaluations shall be completed by June 1. An employee has the option to review his/her file during normal business hours.

### **SECTION 16.5**

A disagreement between the employee and the District over the employee's evaluation shall be subject to the Grievance Procedure set forth in Article XVIII.

### **SECTION 16.6**

Evaluation of paraeducator employees shall be for at least thirty (30) minutes for observation and/or conferencing with the employee prior to June 1 for the annual evaluation. Only management may evaluate employees. The written evaluation shall be discussed in detail with each individual employee. The employee shall have the right to include a written statement or addenda to the evaluation.

## **SECTION 16.7**

All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.

## **ARTICLE XVII - PERSONNEL FILES**

### **SECTION 17.1**

An employee, upon request, has the right to inspect all contents of the employee's complete personnel file kept within the District. Upon request, a copy at District expense of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Nothing in this section shall limit the right of administrators to maintain anecdotal notes, correspondence, or other written materials regarding an employee in a working file which is not considered part of the employee's personnel file. Such file shall be incorporated in the personnel file or purged annually.

### **SECTION 17.2**

The employee may designate a representative to be present with the employee to review the employee's personnel file.

### **SECTION 17.3**

Each employee's personnel file shall contain the evaluation reports.

### **SECTION 17.4**

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.

### **SECTION 17.5**

No evaluation, correspondence, or other materials making derogatory reference to an employee shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comment.

### **SECTION 17.6**

Derogatory statements from nonprofessional sources shall not be included in an employee's personnel file unless intended to substantiate action taken by the District and unless investigated and found true.

### **SECTION 17.7**

Upon request by the employee, the Superintendent, or official designee, shall sign to verify contents.

### **SECTION 17.8**

Any derogatory material not shown to an employee within ten (10) days after knowledge by the District shall not be the basis for any disciplinary action against such employee nor shall it be used as evidence in any grievance.

### **SECTION 17.9**

After three (3) years from the date of placement in the personnel file, an employee may request that written materials, and/or electronic copies, making derogatory reference to an employee, other than the evaluation, be expunged from the file. If there is no additional evidence of a repetition of conduct of the type referenced in the materials making derogatory reference to an employee, the request to remove the derogatory written materials shall be granted, unless the District is required by law to retain such material.

## **ARTICLE XVIII - STAFF PROTECTION**

### **SECTION 18.1**

The District shall add employees as named insured's under the District's existing liability policy, provided that the District shall not be held obligated to assume any costs or judgments held against the employee when such damages are proven to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.

### **SECTION 18.2**

Protection as provided for in this Section shall include protection for employees in the course of employment whether or not they are on District property.

### **SECTION 18.3**

The District provides a variety of insurance coverage for employees while performing their official duties. On request, the District agrees to provide, at the District's Central Office, copies of all insurance policies pertaining to employee coverage for individual members' perusal. Employees are provided limits of insurance equal to the limits provided to the District.

### **SECTION 18.4**

An employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the principal/administrator, and if necessary, the appropriate authority of such threatened harm. In the event an employee is assaulted by a student, the student will immediately be removed from the classroom or employee work area. Immediate steps shall be taken by the District to provide for the employee's safety, including but not limited to allowing the employee to confer with law enforcement during the work day for the purposes of providing a statement, counseling on obtaining a restraining order, and/or filing of a claim with Labor and Industries. Precautionary measures for the employee's safety shall be reported to the principal/administrator at the earliest possible time. If an employee is injured by a student or suffers any injury during the course of the workday resulting in the employee needing to seek medical attention, the employee shall be released from work for the remainder of that day in order to obtain medical attention, and shall suffer no loss of pay. If the employee does not receive full time-loss payment from the Department of Labor and Industries for the day, the District will credit back sufficient sick leave to ensure the employee suffers no loss in pay or sick leave balance.

### **SECTION 18.5**

Employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and/or safety. If an employee contracts pink eye, impetigo, hand foot and mouth disease, ringworm, or scabies and the contagious condition is documented in the work place, then the employee shall be released from work for the remainder of the day to seek treatment for the condition. Such employee shall provide a doctor's note to confirm the condition and shall be on paid **release time** for the remainder of the day. Should the employee become aware of an unsafe or hazardous condition, the employee shall notify the building administrator or designee immediately. No employee shall be required to remain in any building or area that has been evacuated.

### **SECTION 18.6**

The District shall support and assist employees with respect to the maintenance of control and discipline of students during work assignments.



## SECTION 18.7

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

## SECTION 18.8

All employees shall report any suspected child abuse cases to the employee's administrator or supervisor, and if necessary to comply with state law to Child Protective Services or law enforcement. To the extent that it is legally possible, the District agrees to maintain the anonymity of the employee from the alleged abuser.

## SECTION 18.9

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

## SECTION 18.10

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

## SECTION 18.11

In compliance with Board Policy and state and federal laws, the District will fully investigate complaints of sexual harassment within required timelines. The District will notify the employee at the time that a formal or informal complaint is filed of their right to have Association representation present at all meetings regarding complaints. Retaliation against any person who makes a complaint or is a witness in a sexual harassment allegation is prohibited.

## SECTION 18.12

**If there is a pest infestation at a worksite, the District shall take reasonable steps to address the infestation. The process for addressing an infestation starts with notifying the building administrator who will ensure the remediation occurs promptly, in accordance with Chapter 17.21 RCW.**

## ARTICLE XIX -INSURANCE

### SECTION 19.1

- A. The District shall provide the full pass-through amount for each employee in the bargaining unit for all employees who work four (4) hours or more per day. The following plans are used:
  - a) The Washington Dental Service Plan I for full families.
  - b) Willamette Dental Plan 1 for full families.
  - c) Blue Cross Vision Plan C for the employee and full family.
  - d) Blue Cross Medical Select Health Plan for the employee.
- B. Any unused portion of the District contribution shall be pooled and equally divided among bargaining unit members as allowed by law. In addition, the District will contribute **two hundred sixteen thousand dollars (\$216,000)** into the pool for eligible employees for

distribution annually. In addition, up to eight thousand dollars (\$8,000) from unexpended in-service funds (under Article XXI) may be carried over from the previous school year and shall be added to the insurance pooling for the current year.

The enforcement date for cutoff pooling calculations shall be October 10th each year. Provided the parties agree, a second enrollment cutoff date of February 12 will be allowed for pooling calculations to allow modification to the employee cost based upon new pooling calculations. Should no changes occur, the October calculations shall continue for the remainder of the year. If a change is made in March such employee's cost shall continue for the remainder of the year. The District will contribute the full amount of the payment to the State Health Care Authority to subsidize retiree health care coverage.

## **SECTION 19.2**

Employees who desire to cover their spouse or full family under the medical plan and/or add other coverage exceeding the coverage provided in Section 19.1 may do so at the employee's expense.

## **SECTION 19.3**

Deductions shall be made only if authorized by the employee.

# **ARTICLE XX - DUE PROCESS/JUST CAUSE**

## **SECTION 20.1**

- 20.1.1 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. For information regarding the meaning of just cause, see Appendix E.
- 20.1.2 Notice of such discipline shall be given to the employee with a copy to the Association President by the employer. Every effort shall be made to solve the problem with the employee's immediate administrator.
- 20.1.3 An employee shall be advised of the right to have present a representative of the Association prior to any formal meeting which may lead to 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. **The President shall be informed of any changes in employment status affecting employees and shall also be notified of any grievances and disciplinary meetings, in accordance with Article VIII, Section 8.10. In all instances, the Association President shall receive timely prior notice of any such meeting to allow consultation with the affected employee.** The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee on request **and in advance of any such meeting.**
- 20.1.4 If the problem has not been solved as stated in Section 20.1.2 above, a written notice of the discipline shall be made to the employee and to the Association President within five (5) days. This notice shall specify the grounds which form the basis for disciplinary action.
- 20.1.5 A policy of progressive discipline shall be employed. It shall include, but not be limited to, verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge as a final and last step. Some charges of a serious nature may require omitting some of these steps. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Employees who are terminated shall be given all accrued benefits to the date of termination. Discipline shall be administered in a confidential manner. The Association must be notified any time an employee is disciplined in writing with a copy of such discipline sent to the Association President no later than five (5) days after occurrence.

- 20.1.6 Any complaint made against an employee by any parent, student or other person, that is not called to the attention of the employee within ten (10) days, may not be used as the basis for any disciplinary action nor shall it be used as evidence in any grievance.
- 20.1.7. Security cameras are intended as security devices for the District to deter potential malicious activities in and around school property. Any employee issue resulting from the use of surveillance cameras shall be handled in accordance with Section 20.1 (Due Process/Just Cause).

## **ARTICLE XXI - STAFF DEVELOPMENT**

### **SECTION 21.1**

The Director of Human Resources shall annually work with the Association In-service Committee to establish an in-service training program for all Association employees. Training required by the District shall be provided by the District outside of the staff development provisions of the Agreement. In addition to the foregoing, the District shall allocate annually twenty thousand dollars (\$20,000.00) which may be used in combination in any of the following areas:

- 21.1.1 To provide in-service training inside and outside of the regular work day, Professional Day(s), and prior to the beginning of school. Employees attending in-service activities will be paid at the regular hourly rate and activities can include instruction/ training to enable District employees to become bilingual/biliterate as well as activities which will assist the employee in meeting other District requirements for advancement. The parties recognize opportunity for in-service inside the workday will be limited.
- 21.1.2 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 (2.0) or above, or “Pass” if the course is graded as “Pass/Fail”. Any employee receiving financial assistance for a course shall not be eligible for reimbursement for the same course. Employees may be reimbursed for more than one course per year, provided dollars are available and, provided pending applicants who have not taken a course within the year are given priority over those wishing to claim reimbursement for more than one course.
- 21.1.3 To provide travel expenses for employees to attend job related professional conferences. If a substitute is required, the substitute cost will be paid by staff development funds.
- 21.1.4 A committee to monitor staff development and expenditures shall be established consisting of District and Association representatives. The Committee will annually establish a calendar and a staff development budget utilizing the above funds.
- 21.1.5 At the end of each contracted school year five hundred dollars (\$500) of any unexpended in-service funds shall be carried over for use by the bargaining unit the following year. In addition, up to eight thousand dollars (\$8,000) of unexpended in-service funds shall be added to the insurance pooling under Article XIX for the subsequent school year.

### **SECTION 21.2**

Employees shall be given information on workshops that are available within the District on Learning Improvement Days (LID), as designated on school district calendar, with the option to attend. Employees shall be paid only with the prior approval of the building principal and, when appropriate, the program director.

### **SECTION 21.3**

Prior to the beginning of school, the employee may work either in the classroom or attend an orientation session provided by the District. The employee shall be paid for this day or days at

his/her hourly wage upon the approval of the building principal, and when appropriate, the program director.

## **ARTICLE XXII- GRIEVANCE PROCEDURE**

### **Purpose**

#### **SECTION 22.1**

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 and the employer.

### **Informal Communications**

#### **SECTION 22.2**

Every effort shall be made to settle problems at the lowest level through informal communication between the employees and the immediate administrator.

### **Definitions**

#### **SECTION 22.3**

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

### **Rights of Grievant(s)**

#### **SECTION 22.4**

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.

### **Procedures and Steps**

#### **SECTION 22.5**

- A. A grievance must be filed within twenty (20) days of the occurrence of the event on which the grievance is based, or within twenty (20) days of the date the grievant knew or should have known of the event. The timelines and procedures herein shall be strictly followed unless waived in writing by the parties.
- B. Failure of the grievant to follow the timelines shall mean the grievance is waived and forever lost. Failure by the District to follow the timelines shall mean the grievance shall advance to the next step in the grievance procedure.
- C. Grievances, when filed in the name of the Association, may be initiated at Step 2 as provided hereinafter. Grievances filed and then later dropped by the grievant may be carried forward by the Association.

#### **STEP ONE - APPROPRIATE ADMINISTRATOR:**

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

#### **STEP TWO - DIRECTOR OF HUMAN RESOURCES:**

If the grievant is not satisfied with the disposition of his/her grievance at Step One, the grievant(s) may appeal the Step One decision, in writing, to the 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 five (5) days after the receipt of the appeal to the Step One decision and shall render a written decision to the grievant(s) within five (5) days after the Step Two meeting. A copy of the Step Two decision shall be sent to the immediate administrator, and to the President.

### **STEP THREE - APPEAL TO SUPERINTENDENT:**

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

The Superintendent or designee shall meet with the grievant(s) within five (5) days after the receipt of the appeal to the Step Two decision and shall render a written decision to the grievant(s) within five (5) days after the Step Three meeting. A copy of this Step **Three** decision shall be sent to the 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 Association is not satisfied with the disposition of the grievance at Step Three, the grievance(s) may be submitted, by the Association only, to binding arbitration. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the Step III written decision or twenty (20) days after filing of the Step III appeal if no Step III decision has been rendered.

The parties agree to select an arbitrator, whose decision shall be final and binding. The selection of the arbitrator will be accomplished as follows:

The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

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

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

### **Powers of Arbitrator**

#### **SECTION 22.6**

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to the specific provision(s) of this Agreement as cited in the grievance. The arbitrator shall make no awards nor substitute his/her 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.

### **District/Association Cooperation**

#### **SECTION 22.7**

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

### **Released Time**

#### **SECTION 22.8**

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

### **Freedom from Reprisals**

#### **SECTION 22.9**

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

### **Grievance Form**

#### **SECTION 22.10**

The form for filing grievances is contained in the Agreement in Appendix B.

### **Personnel File**

#### **SECTION 22.11**

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

## **ARTICLE XXIII - OTHER CONDITIONS OF EMPLOYMENT**

### **No-Smoking/Inclement Weather**

#### **SECTION 23.1**

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

23.1.2 Employees who violate this contract provision are subject to progressive discipline.

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

#### **SECTION 23.2**

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

**ARTICLE XXIV - NO STRIKE CLAUSE**

**SECTION 24.1**

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

**ARTICLE XXV - DURATION**

**SECTION 25.1**

This Agreement shall become effective as of September 1, **2018** and shall continue in full force and effect until August 31, **2021**. The parties agree to meet in an interest-based fashion throughout the year to discuss and resolve matters of interest to both parties. It is agreed that any settlements on such matters of interest shall be placed in a written memorandum of agreement and implemented as soon as both sides agree.

**SECTION 25.2**

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 25.3**

**This Agreement shall be reopened annually for the purpose of negotiating legislative impact, inclusive of Article XIX Insurance if the School Employees Benefits Board (SEBB) state insurance occurs within the duration of this Agreement.**

**SIGNATORIES**

REPRESENTATIVE, Y.A.P.

On File  
\_\_\_\_\_  
President, Yakima Association  
of Paraeducators

SIGNED FOR EMPLOYER

On File  
\_\_\_\_\_  
President, Board of Directors  
Yakima School District No. 7

On File  
\_\_\_\_\_  
Attest  
Superintendent and Secretary of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A-1**  
**YAKIMA SCHOOL DISTRICT**  
**YAKIMA ASSOCIATION OF PARAEducATORS**  
**2018-19 SALARY SCHEDULE**

**LEVEL 1 POSITIONS**

Basic Education Paraeducator

Bilingual Paraeducator

Learning Assistance Program (LAP) Paraeducator

Special Education Resource Paraeducator

Title 1 Paraeducator

**Effective September 1, 2018**

**Employees shall advance annually on the salary schedule for Steps 1- 5**

<b><u>STEP</u></b>	<b><u>INCREMENT INCREASE</u></b>	<b><u>HOURLY RATE</u></b>
1		\$17.11
2	4%	\$17.79
3	4%	\$18.50
4	4%	\$19.24
5	4%	\$20.01
6	4%	\$20.81

\*\*State funded Pass through  
Included in the amounts below

\*Beginning at the 10<sup>th</sup> year of continuous employment in the Yakima Paraeducators Association bargaining unit

\$50.00 Per Month Stipend for Paraeducators with AA Degree/90 credits  
\$60.00 Per Month Stipend for Paraeducators holding a Bachelor degree (BA/BS) or higher  
10 clock hours= 1 credit



**APPENDIX A-2**  
**YAKIMA SCHOOL DISTRICT**  
**YAKIMA ASSOCIATION OF PARAEDUCATORS**  
**2018-19 SALARY SCHEDULE**

**LEVEL 2 POSITIONS**

Childcare Paraeducator

Early Learning Paraeducator

Special Education Self Contained Paraeducator

1:1 Paraeducator

**Effective September 1, 2018**

**Employees shall advance annually on the salary schedule for Steps 1- 5**

<b><u>STEP</u></b>	<b><u>INCREMENT INCREASE</u></b>	<b><u>HOURLY RATE</u></b>
1		\$17.33
2	4%	\$18.02
3	4%	\$18.74
4	4%	\$19.49
5	4%	\$20.27
6	4%	\$21.08

\*\*State funded Pass through  
Included in the amounts below

\*Beginning at the 10<sup>th</sup> year of continuous employment in the Yakima Paraeducators Association bargaining unit

\$50.00 Per Month Stipend for Paraeducators with AA Degree/90 credits

\$60.00 Per Month Stipend for Paraeducators holding a Bachelor degree (BA/BS) or higher

10 clock hours= 1 credit

**APPENDIX A-1 – LEVEL 1**  
**and**  
**APPENDIX A-2 LEVEL 2**

**YAKIMA SCHOOL DISTRICT**  
**YAKIMA ASSOCIATION OF PARAEDUCATORS**  
**2019-20 SALARY SCHEDULES**

***Increase the 2018-19 Salary Schedules by 2.5% or the IPD, whichever is greater***

**APPENDIX A-1 – LEVEL 1**  
**and**  
**APPENDIX A-2 LEVEL 2**

**YAKIMA SCHOOL DISTRICT**  
**YAKIMA ASSOCIATION OF PARAEDUCATORS**  
**2020-21 SALARY SCHEDULES**

***Increase the 2019-20 Salary Schedules by 2.5% or the IPD, whichever is greater***

**APPENDIX B**  
**GRIEVANCE FORM**  
**STEP I**

Grievant's Name \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_

Immediate Administrator \_\_\_\_\_

Date of Occurrence/Knowledge \_\_\_\_\_ Date of Filing \_\_\_\_\_

Statement of Grievance:

Sections) violated:

Resolution proposed:

\_\_\_\_\_  
Signature of grievant/ Association

Response by Immediate Administrator:

( ) 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 \_\_\_\_\_

## APPENDIX C –SUB-CONTRACTED CLASSIFIED STAFF PROTOCOL AND GUIDE

**Purpose.** To provide information and guidance to schools and staff regarding the district's employment of sub-contracted classified staff.

### **Expectations and Guidance**

- Staff will adhere to district policies related to job performance and conduct expected of all employees, including proper dress and behavior.
- Adhere to sponsoring agency's expectations of job performance and conduct.
- Primary responsibility is to the student to which staff is assigned.
- Defer to classroom teacher first for daily routine instructions related to the student.
- If assigned student is absent:
- Report absence to agency supervisor to determine if agency needs services elsewhere. If not:
  - \* Defer to classroom teacher for instructions.
  - \* If teacher determines there is no need for assistance in the classroom, report to the principal for instructions.
  - \* If principal cannot determine duties, principal will contact agency supervisor or SES.
- Staff are provided same amount of time for breaks and lunches as school employees. Schedule must be coordinated with the teacher.
- At no time should sub-contracted personnel do direct instruction with students.

### **Other:**

- Wear agency ID tags while in the building
- Attend to the needs of the student
- Be assertive, pro-active; take the initiative in providing support.
- Keep cell phones on silent.

**APPENDIX D –PARAEDUCATOR EVALUATION FORM**



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

**PARAEDUCATOR EVALUATION FORM**

- Annual
- Probationary

Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

School/Department: \_\_\_\_\_

Evaluator \_\_\_\_\_ Date: \_\_\_\_\_

	<u>Proficient</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<b>1. <u>Attitude: Shows cooperation with peers and supervisor. Is considerate and tactful. Exhibits appropriate workplace behavior.</u></b>	□□	□□	□□
<u>Comments:</u>			
_____			
_____			
<b>2. <u>Initiative: Shows initiative in work. Is able to adapt to new situations. Capable of working independently and/or as part of a team.</u></b>	□□	□□	□□
<u>Comments:</u>			
_____			
_____			
<b>3. <u>Skills/Knowledge: Demonstrates appropriate knowledge in area of job assignment. Understands and applies instructional objectives.</u></b>	□□	□□	□□
<u>Comments:</u>			
_____			
_____			
<b>4. <u>Effectiveness in Current Position: Can be depended on to follow directions and perform tasks as assigned. Demonstrates awareness of strengths and requests assistance when necessary. Responds proactively to suggestions.</u></b>	□□	□□	□□

Comments:

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5. **Punctuality and Attendance: Attends to work schedule and duties regularly and on time.**

Comments:

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**For ALL areas marked Unsatisfactory, list Specific Weaknesses AND Opportunities to Improve:**

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Evaluator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*(Signature indicates that evaluation has been discussed with the employee and that he/she has received a copy. Such discussion and signature does not imply agreement with this evaluation report. The employee may provide a written statement or addenda to the evaluation)*

## **Appendix E: What Does “Just Cause” Mean?**

The concept of “just cause, referenced in Section 20.1.1 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.



Letter of Agreement

Yakima Association of Paraeducators and Yakima School District

Retro payment for 2018-19 will be a lump sum payment for all employees working for the District in the 2018-19 contract year and still employed through March 22, 2019.

  
\_\_\_\_\_  
Human Resources Director

5/1/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President

5/1/2019  
\_\_\_\_\_  
Date