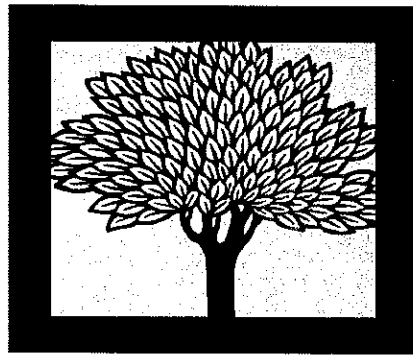


2018-2020 Contract

Tumwater Association of Paraprofessionals



Tumwater School District #33



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1 DECLARATION OF PRINCIPLES

2
3
4 The parties to this Agreement agree to treat each other with mutual respect and trust.

5
6 The parties agree that employee participation in the formulation and implementation
7 of personnel policies affecting said employees contributes positively to the effective
8 conduct of school business.

9
10 The parties agree to share any and all information relating to personnel policies so the
11 parties can make well informed decisions: (except information deemed confidential)

12
13 The parties acknowledge that problems will arise from time to time and agree that an
14 open problem-solving process best serves the needs of the District, Association and
15 students.

16
17 The parties recognize the rights and responsibilities conferred on each other by the
18 Public Employee's Collective Bargaining Act and agree to promote and improve the
19 efficient administration of the District and the well-being of employees within the spirit of
20 the Act.

1 DEFINITIONS

2
3
4 The term "District" as used in this Agreement shall mean the Tumwater School District No.
5 33, Thurston County, Washington.

6
7 The terms, "TAP/WEA/NEA," or "Association" as used in this Agreement shall refer to the
8 Tumwater Association of Paraprofessionals/Washington Education Association/National
9 Education Association.

10
11 The term "employee" as used in this Agreement shall mean all classified employees
12 represented by the Tumwater Association of Paraprofessionals/Washington Education
13 Association/National Education Association.

14
15 The term "F.T.E." or "full time equivalent" shall mean an employee who works six (6) hours
16 per day, unless otherwise defined in this Agreement.

17
18 Unless the context in which they are used clearly requires otherwise, words used in this
19 Agreement denoting gender shall include both the masculine and feminine; and words
20 denoting number shall include both the singular and plural.

21
22 The term "supervisor" as used in this Agreement shall mean the appropriate District
23 administrator.

24
25 The term day(s) as used in this Agreement shall mean the employee's work day unless
26 otherwise defined.

27
28
29

1 **ARTICLE I - ADMINISTRATION**

2
3
4 SECTION 1 - RECOGNITION

5
6 The District hereby recognizes the Association as the exclusive bargaining
7 representative for all district Paraprofessionals, excluding any person who is assigned
8 supervisory duties or whose duties as a supervisor, administrative paraprofessional, or
9 secretary necessarily imply a confidential relationship to the District. Individuals serving
10 in temporary and substitute positions shall not be covered by the Agreement until such
11 employees have worked for more than thirty (30) days during a twelve (12) month
12 period ending in the current or immediately preceding work year, except that regular
13 employees who assume such a position shall continue to be covered by all terms and
14 conditions of this Agreement. Employees who are scheduled to work for less than sixty
15 (60) days shall be placed on the salary schedule contained in this agreement but shall
16 be excluded from all other contract provisions.

17
18 The bargaining unit to which this Agreement is applicable includes, but is not
19 necessarily limited to, the following regardless of funding source:

20
21 **Continuing Paraprofessionals** with reasonable assurance to return for the following
22 year (receive all benefits and provisions in this CBA).

23
24 **One Year Only Paraprofessionals** hired specifically for the current school year only
25 (receive all benefits and provisions in this CBA following DRS/State Law eligibility).

26
27 **Temporary Paraprofessionals** hired to serve a specific student or group of students
28 for the period of their enrollment or need in TSD in the current school year. Such
29 position ends with the withdrawal of the student or termination of need, plus five (5)
30 work days not to exceed the end of the semester (receive all benefits and provisions
31 in this CBA following DRS/State Law eligibility).

32
33 **Impact Paraprofessionals** hired until the end of the semester, generally due to, but
34 not limited to, class size overload, building funds or special education funds (no
35 benefits other than those listed under Article III, Section 13 (page 22-3)).

36
37 SECTION 2 - CONFORMITY TO LAW

38
39 A. This Agreement shall be governed and construed according to the Constitution
40 and laws of the State of Washington. If any provision of this Agreement, or any
41 application of this Agreement to any employee or groups of employees
42 covered hereby shall be found contrary to law, such provision or application
43 shall have effect only to the extent permitted by law, and all other provisions or
44 applications of the Agreement shall continue in full force and effect. For the
45 purposes of this section, being found contrary to law includes rulings from a
46 court of law, the Attorney General, and the Public Employment Relations
47 Commission.

1 B. In the event a provision(s) is determined to be contrary to law as stated above,
2 such provision shall be renegotiated. Negotiations shall commence within two
3 (2) weeks after a request for negotiations.
4

5 SECTION 3 - DISTRIBUTION OF AGREEMENT
6

7 Following ratification of this Agreement, the District and Association shall design and
8 print its content. The cost of printing the Agreement shall be borne equally by both
9 parties. The contract will be posted to the District's website. The Association and the
10 District shall determine the number of hard copies to be printed. At least one copy will
11 be available in the office at each site, per TAP building rep and per site administrator.
12 A copy of this Agreement with original signatures shall be provided to the Association.
13

14 SECTION 4 - STATUS OF THE AGREEMENT
15

16 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of
17 the District which are contrary to, or inconsistent with, its terms.
18

19 SECTION 5 – JOB DESCRIPTIONS
20

21 The right to determine and write job descriptions is retained by the District. Job
22 descriptions for all positions subject to this Agreement shall be provided to individual
23 employees and/or the Association president upon request. Changes of such
24 descriptions shall be forwarded to the Association and the affected employee(s).
25

26 A newly bargained job description will be effective for the beginning of the 2019-2020
27 school year, September 1, 2019. Meetings will be scheduled to communicate the
28 possible impacts of the changes to the essential duties of TSD paraprofessional jobs.
29

30 All paraprofessionals will be provided a copy of the job description, no later than March
31 1, 2019. The intent of the newly bargained job description is to ensure all TSD
32 paraprofessionals are uniformly compensated, trained and able to serve in any
33 assigned capacity with all student populations.
34
35

1 **ARTICLE II - ASSOCIATION RIGHTS**

2
3
4 SECTION 1 - RIGHTS OF THE ASSOCIATION

5
6 The District, upon written request, agrees to furnish to the Association a copy of the
7 annual school district budget, and an annual list of current and new employees in the
8 bargaining unit showing their hours worked, date of employment and salary
9 placement.

10
11 The Association shall have the right, contingent upon approval by the site administrator,
12 to hold meetings on school property provided that such meetings are outside working
13 hours of the employees.

14
15 The Association is allowed to use the District's inter-building mail service and District
16 authorized mail boxes for communication purposes in compliance with state laws and
17 regulations and the terms and conditions of this Agreement, provided that the use of
18 the mail service shall not disrupt or interfere with normal school district operations.

19
20 The Association will have the right to use District equipment such as typewriters, ditto
21 machines, copy machines, and computers (excluding confidential information)
22 pursuant to the following guidelines:

23
24 A. Such use of District equipment shall be subject to the approval of the site
25 administrator and shall not be approved when such use will interfere with the
26 school program.

27
28 B. The Association shall reimburse the District for any cost to the District incurred by
29 such use of equipment including the cost of any repairs or damages to
30 equipment which results from Association use, normal wear and tear excepted.

31
32 The District will provide bulletin board/wall space at each facility for the use of
33 the Association. Size, location, etc., will be at the discretion of the
34 administrator in charge of the facility. The Association accepts the
35 responsibility for all information posted and appearing on the space provided.

36
37 When any employee representative of the Association or any employees are
38 mutually scheduled by the parties to participate during working hours in
39 negotiations, grievance proceedings, conferences, or meetings, he/she shall
40 suffer no loss in pay.

41
42 SECTION 2 - DUES DEDUCTIONS AND REPRESENTATION FEES

43
44 A. For paraprofessionals who become Association members, the District will
45 deduct appropriate dues from the employee's salary, each pay period.

46
47 B. The District shall transmit the dues to the Washington Education Association
48 each pay period.

1 C. The Association agrees to hold the District harmless for any dues paid in excess
2 of authority and/or against any suits brought against the District as a result of
3 action taken by the District pursuant to proper implementation of the provisions
4 of this section.

5

6 SECTION 3 – UNION ACCESS TO NEW EMPLOYEES

7

8 In accordance with Engrossed Senate Bill 6229, the District must provide the Union
9 reasonable access to new employees of the bargaining unit for the purposes of
10 presenting information about their exclusive bargaining representative to the new
11 employee. The presentation may occur during a new employee orientation provided
12 by the District, or at another time mutually agreed to by the District and the Union (see
13 Appendix D).

14

1 **ARTICLE III - EMPLOYEE RIGHTS**

2
3
4 SECTION 1 - EMPLOYEE RIGHTS

5
6 It is agreed that all employees subject to this Agreement shall have and shall be
7 protected in the exercise of the right, freely and without fear of penalty or reprisal, to
8 join and assist the Association which shall be recognized as extending to participation in
9 the management of the Association, including presentation of the views of the
10 Association to the Board of Directors of the District or any other governmental body,
11 group, or individual. The District shall take whatever action is required or refrain from
12 such action in order to assure employees that no interference, restraint, coercion, or
13 discrimination is allowed within the District to encourage or discourage membership in
14 any employee organization.

15
16 The District and the Association will cooperate to assure that employees subject to this
17 Agreement are not illegally discriminated against. The employee shall have the right
18 to bring any work-related issue(s) or concern(s) to a supervisor and/or a TAP
19 representative without reprisal.

20
21 SECTION 2 - DUE PROCESS

- 22
- 23 A. No employee shall be disciplined (including verbal warning(s), letter(s) of
24 reprimand, suspension(s), or termination) without just cause. The specific
25 grounds forming the basis for disciplinary action(s) will be made available to
26 the employee and the Association in writing.
 - 27
 - 28 B. An employee shall be entitled to have present a representative of the
29 Association during disciplinary actions as defined above or during any
30 investigatory meeting that the employee reasonably believes could lead to
31 disciplinary action. When a request for such representation is made, no
32 disciplinary action will be taken against the employee until a representative of
33 the Association is present, provided, that absence of an Association
34 representative shall delay the action not more than one (1) day. Further, in the
35 event a disciplinary action may be taken, the employee shall be advised of the
36 right to representation under this provision of the contract prior to the action being
37 taken.
 - 38
 - 39 C. The District agrees to follow a policy of progressive discipline which normally
40 includes verbal warning(s), letter(s) of reprimand, suspension(s), with
41 termination as a final and last resort; however, any disciplinary action taken
42 against an employee shall be appropriate to the behavior which precipitates
43 said action.

44
45 The District may issue a letter of direction to an employee where appropriate.
46 The letter of direction shall only guide and advise employees on future
47 conduct, be non-disciplinary in nature, and shall contain no findings of
48 wrongdoing on the part of the employee. Such letters shall contain no

1 statement that the repetition of the action(s) which gave rise to the letter of
2 direction may result in future disciplinary measures. Such a letter of direction
3 shall not be subject to the grievance procedure.
4

- 5 D. Any complaint or other material directed to District administrators making
6 derogatory reference against an employee by any parent, student or other
7 person will be called to the attention of the employee. Any complaint not
8 called to the attention of the employee within 30 calendar days of its receipt
9 by the District may not be used as the sole basis for any disciplinary action
10 against the employee.
11

12 When the District investigates an allegation of misconduct by an employee,
13 and chooses not to discipline or take adverse action against the employee,
14 the employee may request a letter which indicates the District's investigative
15 findings and its reasons for taking no action. A copy of this letter shall be
16 placed in the employee's personnel file.
17

18 SECTION 3 - PERSONNEL FILE 19

- 20 A. Materials placed in the employee's permanent personnel file after employment
21 shall be available for review by the employee. An employee wishing to review
22 such material shall make an appointment with the Human Resources
23 Department for such purpose. The appointment shall be scheduled no more
24 than one workday from the date of the request. At the employee's request,
25 an Association representative may be present at this review. Upon request, a
26 single copy of any material contained therein shall be afforded the employee.
27 The District will furnish those copies as soon as reasonably possible. The annual
28 Employee Evaluation form for members covered by this Agreement shall
29 become part of the employee's permanent personnel file. (The performance
30 evaluation shall be signed by the employee at the time of the evaluation, and
31 signed by the principal or responsible administrator of the program prior to
32 submission to Human Resources.) All materials in the personnel file shall remain
33 confidential. Employees shall have the right to meet with the Director of Human
34 Resources to discuss the removal of all objectionable material from their file,
35 exclusive of the annual evaluation report.
36
- 37 B. Employees will be notified of any Letters of Reprimand or other evaluative
38 materials which are entered in the personnel file. Employees may request
39 documented discipline letters be removed from their personnel file, provided it
40 is allowable by law and one year has passed since the date of the letter. A
41 Committee, consisting of a district administrator, the HR director and two TAP
42 representatives will determine whether the letter may be removed. Decisions
43 of the committee may be appealed to the Superintendent or his/her designee
44 and such decision is binding for one year.
45
- 46 C. An employee may respond in writing to anything in the personnel file with
47 which the employee may disagree.
48

- 1 D. All information used as the basis for the annual written evaluation shall be
2 discarded after the employee has signed the evaluation. The supervisor may
3 keep a copy of the signed evaluation. The supervisor may keep a copy of the
4 signed evaluation in his/her building evaluation file.
5
- 6 E. No materials of any kind shall be kept in an employee's personnel file should an
7 accusation of misconduct be made against an employee, which after
8 investigation by the District, has proven to be false.
9

10 SECTION 4 - VACANCIES AND NEW POSITIONS
11

- 12 A. Whenever an opening occurs, other than an Impact opening of ninety (90)
13 work days or less, written notices of vacancies and new positions within the
14 bargaining unit shall be posted for not less than five working days. The District
15 will determine, at the time of posting, whether a position is to be posted outside
16 the District. If after all qualified Association members have been interviewed,
17 no bargaining unit applicant is selected, and the District has indicated to those
18 interviewed why they were not selected for the position, the District may
19 interview outside applicants. The District will maintain a link on its website in
20 order to advertise bargaining unit positions that become available between
21 school years. For an applicant to be considered for a vacant position, he/she
22 must:
23

- 24 1. Submit his/her written application to the District Personnel Office no later
25 than five working days from the first day of the posting; and
26
- 27 2. Possess the skills and qualifications applicable to the vacant or new
28 position.
29

30 Employees who are applicants shall receive consideration on the following:
31 first, skills and qualifications of the employee; and, second, seniority when skills
32 and qualifications of employee applicants are equal.
33

34 Displaced employees will be given first preference for any positions for which
35 they have the skills/qualifications since their initial displacement was beyond
36 their control.
37

38 All qualified applicants from the bargaining unit will be offered an interview.
39 Job requirements will be determined by the District.
40

41 Upon the request of the applicant employee whose application has been
42 denied, the employee shall receive a written/verbal statement or a
43 conference explaining the reasons for such decision.
44

- 45 B. Impact positions of ninety (90) days or less will be offered to current paras within
46 the building where the position occurs. No interview is necessary if the position
47 is offered within the building. Employees who want the assignment shall receive
48 consideration on the following: first, skills and qualifications; and second,

1 seniority when skills and qualifications are equal and if their schedule can
2 accommodate some or all of the hours. It is understood by the parties that an
3 Impact assignment may or may not be split. If no one within the building is
4 hired, the position will be advertised through the co-op.

5
6 C. For openings occurring in the spring for positions for next school year, the
7 following shall apply:

- 8
9 1. The Human Resources Department will post known open positions as close
10 to June 1 as possible, in any case prior to the end of school.
- 11
12 2. Once the positions have closed, the Human Resources Department will
13 set an informational meeting for any interested bargaining unit member
14 to attend and obtain additional information about the open positions.
15 The meeting would provide the opportunity for employees to decide
16 whether or not to be interviewed for a particular position.
- 17
18 3. Following the informational meeting, the names of all employee
19 applicants will be provided to the building administrator(s) of all the sites
20 where the employee applies. Building administrators will hold on-site
21 interviews and make a selection. If none of the applicants are selected
22 for the position, the position shall remain open and be re-posted in
23 August. In selecting candidates, the provisions of paragraph A above
24 will be observed and building administrators will be advised of such
25 provisions.
- 26
27 4. Displaced employees who accept a position prior to or during June may
28 participate in the August interviews.

29
30 D. No involuntary transfer shall be made if there is a qualified volunteer available
31 to fill said position. An involuntary transfer shall be made only after a meeting
32 between the employee involved and the immediate supervisor, at which time
33 the employee shall be notified of the reason therefore.

34
35 E. A new employee to a worksite or an employee who is assigned to a new or
36 different position will be provided with training prior to student contact. If this
37 is impossible, training will be provided within twenty (20) days of student
38 contact.

39
40 F. Employees hired to work with students who require 1:1 support shall be
41 employed contingent on student enrollment and requirement for such adult
42 support. When a permanent employee chooses, or is assigned, to work in a
43 1:1 position, the vacancy created by that decision shall be posted as
44 temporary.

1 SECTION 5 - EMPLOYMENT PROCEDURES

2
3 A. Effective for all employees hired prior to and for the 2018-19 school year:
4 Unless otherwise required by law, the seniority of an employee shall be defined
5 as the length of continuous service, provided that breaks in service of one (1)
6 calendar year or less shall be bridged and considered as continuous.

7
8 Effective for employees hired for the 2019-2020 school year and thereafter:
9 Unless otherwise required by law, the seniority of an employee shall be defined
10 as the date hired into a continuing position within the bargaining unit. One
11 year only, temporary, and impact employees shall not accrue seniority.

12
13 The seniority rights of an employee shall be lost for the following reasons:
14 resignation, discharge for just cause, and retirement.

15
16 Seniority rights shall not be lost but shall not accrue for the following reasons:
17 authorized, unpaid leaves of absence, and involuntary layoff.

18
19 Seniority rights shall continue to accrue for the following reasons: absence
20 due to industrial injury (up to one (1) year) and then the employee will be
21 covered under the preceding paragraph); paid, authorized absence covered
22 by the leave provision of the agreement; and holidays and vacation periods.

23
24 B. Upon written request, the District will provide the Association a seniority list
25 ranking each employee from greatest to least seniority. Starting June 10, 1993,
26 seniority will be based on the employee's hire date as a permanent employee.

27
28 C. An employee who is resigning shall give two (2) weeks' notice. A resigning
29 employee shall be entitled to all vested, accrued benefits unless proper notice
30 has not been given.

31
32 D. An employee newly hired into the District is personally responsible to pay the
33 costs of the required background check. In the event that the check is not
34 completed before the newly hired employee's first day of work, said employee
35 shall report to work and receive all rights and benefits of this agreement.

36
37 E. All newly hired employees (including impact, temporary and 1 year only) shall
38 be provided two (2) hours of paid orientation/training time. This includes new
39 hire paperwork, Safe Schools and other trainings.

40
41 SECTION 6 - PROBATION PERIOD

42
43 All new employees subject to this Agreement will be on probation for the first sixty (60)
44 working days of employment. During this period, the employee will be evaluated by
45 the immediate supervisor. If, upon such evaluation, the employee's performance is
46 determined to be unsatisfactory, the employee shall be terminated and such
47 termination shall not be subject to review by the grievance procedure of this
48 Agreement. If the employee's performance is satisfactory, a recommendation for

1 permanent employment shall be transmitted through proper channels. Upon
2 permanent employment, the new regular employee shall be given credit for seniority
3 and earned benefits which would have accrued if the employee had been a regular
4 employee during the probationary period.

5
6 SECTION 7 - HOURS OF WORK AND OVERTIME
7

8 A. One week prior to the first day of student instruction, the District will notify each
9 employee of his/her tentative hours of work, work site, and date to report to
10 work. A written work schedule which includes break times and lunch times will
11 be assigned by September 30.

12
13 B. Each employee shall be assigned to a definite shift with designated times for
14 beginning and ending, and each employee will work and be paid for one
15 hundred and eighty-one (181) days of work per school year.

16
17 C. Additional hours may be added during the school year upon the consent of
18 the employee. Within the first ten (10) work days of the school year, each
19 employee shall be informed of his or her designated supervisor.

20
21 D. All employees shall have no more than a one half (1/2) hour duty free lunch
22 period within a working day of more than four (4) hours, for which lunch period
23 the employee shall not be paid. Employees who are required to remain at the
24 work site in the interests of the District shall be paid for the lunch period at the
25 employee's regular rate of pay. Employees will be granted one (1) fifteen (15)
26 minute paid break if they work three (3) or more hours but less than six (6) hours
27 daily. If employees work six (6) or more hours daily they will be granted two
28 fifteen (15) minute paid breaks.

29
30 All schedules shall allow for a thirty (30) minute duty free lunch without
31 responsibility for student supervision. If a paraprofessional's duty-free lunch is
32 being impacted they should bring this to the attention of their building
33 representative and/or supervising administrator to assist with resolution.

34
35 If a paraprofessional loses their lunch or part of their lunch, they will time slip the
36 loss to be charged to the worksite budget.

37
38 Employees will be given adequate transition time within their schedule
39 between recess and other assignments or similar location changes.

40
41 E. When an employee is scheduled to travel from one work assignment to
42 another, travel time shall be provided, which shall not be during the
43 employee's lunch period.

44
45 F. If an employee substitutes in a higher-paying position, he/she shall be paid the
46 higher wage.

47
48 1. When a Paraprofessional substitutes in a higher paying position, he/she

1 shall be paid at the beginning or entry level rate for that position for
2 those hours. If this rate is lower than the current Paraprofessional's
3 salary, he/she shall be paid the next higher rate paid for the substituting
4 position.

5
6 2. To qualify for the higher rate of pay, the Paraprofessional must:

- 7
8 a. have the skills to perform the duties of the position; and
9 b. be assigned by the building principal.

10
11 3. If two Paraprofessionals possess the necessary skills, the most senior
12 employee will be assigned.

13
14 4. Paraprofessionals who possess skills to perform the work or who desire to
15 gain those skills should notify their building supervisor.

16
17 G. All supervisor-authorized hours worked beyond forty (40) hours per week shall
18 be compensated at one and one-half (1½) times the employee's hourly rate, or
19 if agreed by the District, the employee may choose to take compensatory time
20 at the rate of one and one-half (1½) times the overtime worked.

21
22 H. Unless specific individual skills are found to outweigh seniority, additional hours
23 of work shall be offered to the most senior qualified bargaining unit member,
24 on a building by building basis, to those employees within each affected
25 building.

26
27 Current employees shall be used as substitutes under the following
28 circumstances:

29
30 1. The additional hours will not exceed a total work week of forty (40)
31 hours.

32
33 2. The Paraprofessional must be qualified to substitute in the position.

34
35 3. Substituting shall not replace the employee's normal shift except in
36 unusual circumstances as determined by the supervisor.

37
38 4. Employees who substitute for another bargaining unit employee shall be
39 paid at their regular rate of pay.

40
41 I. All paraprofessionals directly involved with three (3) or more student instruction
42 groups per day may submit a timesheet for up to a total of thirty (30) minutes of
43 preparation per week, provided no other time such as conference days or
44 unassigned ACT is available. Such work shall be performed outside of the
45 contracted work day and submitted monthly on a time sheet.

46
47 J. Employees assigned to provide instruction to students with special needs shall
48 have access to the IEP. At the request of the employee and with the approval

1 of the case manager, they shall be able to attend IEP development meetings
2 and shall receive specific instructional information regarding the assigned
3 student and his or her specific IEP needs. Said information is that which is
4 needed in order for the employee to deliver specially designed instruction. If
5 this work occurs outside of the of the regular work day, the employee shall be
6 paid for his or her time with prior approval from the building administrator.
7

8 SECTION 8 - EMPLOYEE EVALUATIONS
9

- 10 A. Evaluations shall be done in a professional manner and on a professional basis.
11 Employees shall be evaluated by June 1 annually by their immediate
12 supervisor. All evaluation reports shall be completed on the Evaluation Form
13 attached as Appendix C by the evaluating supervisor. The evaluation
14 conference shall consist of the evaluating supervisor and the employee. An
15 employee shall be given a copy of any evaluation report prepared by his/her
16 evaluator no later than June 5th.
17
- 18 B. All monitoring or observation of the work performance of an employee shall be
19 conducted with full knowledge of the employee, in accordance with the
20 following procedures:
21
- 22 1. Additional reports and observations other than by the immediate
23 supervisor used in the evaluation report shall be identified as to source.
24 Self-evaluation or "reflection" forms may be used by an immediate
25 supervisor in creating an employee evaluation but these forms shall not
26 be required by the District.
27
 - 28 2. No mechanical or electronic device will be utilized to observe or monitor
29 any classified employee in the performance of his or her duty without his
30 or her consent.
31
 - 32 3. Employees covered by this agreement shall have the right to step
33 outside the classroom or work area while video/audio recording is
34 conducted. Employees shall experience no negative repercussions for
35 exercising this right.
36
 - 37 4. Video-audio recording may not be used for evaluation or disciplinary
38 purposes.
39
 - 40 5. The intercom system shall not be used to monitor a classroom or work
41 area without the permission of all employees in that area.
42
- 43 C. The employee's signature on such report shall signify only that he/she received
44 the evaluation report. The employee will have the right to submit a signed
45 rebuttal which shall be attached to the evaluation.
46
47
48
49

1 SECTION 9 - EMPLOYEE PROTECTION
2

3 A. The District shall hold harmless and defend each employee from claims and
4 damages caused or alleged to have been caused in whole or in part by an
5 employee while working within the scope of his or her duties as an employee of
6 the District. The District shall provide employees with insurance protection
7 covering those employees while engaged in the maintenance of order and
8 discipline and the protection of school personnel and students and the
9 property thereof when that is deemed necessary by such employees. Such
10 insurance protection will include liability insurance covering injury to persons
11 and property, and insurance protecting those employees from loss or damage
12 of their personal property incurred while so engaged. The limit of liability
13 provided under this policy for employees' personal property is \$500 per
14 employee for each claim.
15

16 B. Employees who are requested or required to dispense or administer
17 medication and other medical procedures in accordance with state law, will
18 be provided with instruction/training from the appropriate personnel. Training
19 time will be paid at the employee's regular hourly rate of pay or at the
20 overtime rate if applicable.
21

22 C. The District and the Association recognize the need to provide services to
23 students with special health needs including, but not limited to, the insertion of
24 catheters, tube feedings, as well as duties such as diapering, toileting and
25 bathing of students. Paraprofessionals who perform said duties shall be held
26 harmless and defended by the District while performing duties within the scope
27 of their assignment.
28 When those services are needed at the site, employees and the building
29 administrator will meet to discuss options for providing those services taking into
30 account student needs, employee concerns and program needs. The District
31 will provide training and support for those individuals performing these duties.
32 Such support shall include, but not be limited to, a portable communications
33 device as needed.
34

35 If requested by the employee, the District will make a good faith effort to have
36 another consenting adult present when the employee is performing the above
37 duties.
38

39 If the site cannot work out these issues, or if an employee believes that he/she
40 has been adversely affected or treated unfairly he/she may notify the Human
41 Resources office or the Association. Representatives of the District and the
42 Association will meet within three (3) workdays of such notification in an
43 attempt to resolve the matter, which resolution may include realignment of
44 duties and maintaining hours.
45

46 D. The District shall provide HIV/AIDS and Hepatitis B training according to law.
47 Employees shall be paid at their regular rate of pay or at the overtime rate, if
48 applicable, for all time required in attendance. The District shall make

1 arrangements for Hepatitis B injections for at-risk employees as defined by
2 statute and by the District, at no cost to the employee. Employees may opt
3 not to receive such injection by signing the appropriate District form.
4

5 E. To the extent allowed by law and/or after consultation with the Thurston
6 County Health Department, employees shall be promptly informed when they
7 are potentially exposed to contagious diseases and illnesses and they shall be
8 instructed as to prevention and protection from the illness or disease and/or
9 provided with treatment.
10

11 F. The District will assist employees with respect to the maintenance of control
12 and discipline of students in the employee's assigned work area. An
13 administrator or other certificated employee will be available during the
14 workday to assist and/or handle student discipline problems. Each building
15 will include Paraprofessionals in an annual meeting at which discipline
16 standards and procedures are reviewed and discussed.
17

18 G. The District shall advise those employees working directly with a student when
19 the District possesses information that the student's documented disciplinary
20 history suggests a possible threat to the safety of others. Employees may have
21 access to that student's disciplinary records as provided by law.
22

23 H. An employee may protect himself/herself, another employee, or a student as is
24 necessary to avoid bodily harm, provided that the District's insurer and/or the
25 District shall not be obligated to assume any costs or judgments held against
26 the employee when such damages are proved to be due to an employee's
27 criminal act as determined by a court of law.
28

29 At the request of the Association the District shall provide (up to one time per
30 school year) employees with training in self-protection and student protection
31 in order to protect him/herself and students from attack, physical or verbal
32 abuse, injury, or to prevent damage to District or personal property.
33

34 I. Employees will not be required to search a student, a student's possessions, or
35 a student's locker. An employee may be requested to be a witness during a
36 search.
37

38 J. When a student has a health condition which affects the student's school and
39 learning environment, those employees who have a need-to-know and in
40 compliance with state law, will be provided with appropriate information.
41

42 K. Building and District information about emergency procedures and
43 communication will be made available to Paraprofessionals. Emergency
44 procedures will also include methods for providing rapid assistance in
45 emergency situations when a potential for physical harm to students or
46 employees is evident.
47

48 L. Employees will be provided time off without loss of pay when appearing in a

1 court proceeding relating to an action involving the employee which occurred
2 as a result of and within the scope of his/her employment. Should an assault
3 occur on an employee while acting within the scope of his/her employment,
4 up to three (3) days lost shall not be deducted from sick leave or any other
5 leave.
6

- 7 M. The District shall provide a safe and healthful working environment for all
8 employees.
9

10 Employees will not be required to work under unsafe or hazardous conditions or
11 to perform tasks that endanger their health, safety, or well-being.
12

13 When teacher, principal and paraprofessional agree there is a necessity, the
14 District shall provide safety equipment and training on how to use such
15 equipment. An example of safety equipment can include but it is not limited to
16 Kevlar gloves, shin guards and radios.
17

18 SECTION 10 - LAYOFF AND RECALL 19

- 20 A. The term "layoff" as used herein refers to action by the Board reducing the
21 number of employees in the bargaining unit, owing to financial restrictions or
22 other serious problems as determined by the Board.
23
- 24 B. Layoff Procedure and Definitions - Layoff shall be by seniority, with the least
25 senior employee being laid off first. In the event of more than one (1) individual
26 employee having the same seniority ranking, all employees so affected shall
27 participate in the drawing by lot to determine the position on a seniority list.
28 The Association and all employees so affected shall be notified in writing of a
29 date, place and time of drawing. The drawing will be conducted openly and
30 at a time and place which will allow affected employees and the Association
31 to be in attendance. For the purpose of this section, General
32 Paraprofessionals shall be treated as one group and Impact Paraprofessionals
33 as another group.
34
- 35 C. Employees to be laid off shall receive advance written notice of no less than
36 fifteen (15) calendar days. The Association shall be presented with a layoff list
37 no less that fifteen (15) calendar days prior to employee layoffs.
38
- 39 D. Employees having additional skills and/or qualifications may report such skills
40 and/or qualifications in writing to Human Resources by September 20. Written
41 verification of skills and qualifications is required.
42
- 43 E. Employees who are laid off shall be placed in a reemployment pool for one (1)
44 year. Recall shall first be based on special skills and/or qualifications relating
45 to District program(s) and then be based on seniority. The District shall give
46 written notice of recall from layoff by sending a registered or certified letter to
47 the recalled employee at his/her last known address. If the employee does
48 not respond within four (4) District business days of receipt of such notice of

1 recall, the employee shall forfeit right of recall, except that between the last
2 day of school and August 1, the employee shall have fifteen (15) District
3 business days of receipt of such notice to respond. The employee's address as
4 it appears on the Board's records shall be conclusive when used in connection
5 with layoffs, recall, or other notice to the employee.
6

7 F. Impact Paraprofessionals shall be recalled on the basis of the most senior
8 qualified for a position each semester within said building.
9

10 G. All benefits provided by this Agreement, and unused accumulated sick leave,
11 will be granted each employee upon return to active employment. The
12 employee will be placed on the proper step of the salary schedule according
13 to experience.
14

15 H. Reduction in hours shall be by seniority, with the least senior employee at a
16 local work site having his or her hours reduced first. If those cut hours are
17 reinstated they will go back to the employee(s) who lost them in the same
18 order they were cutback.
19

20 SECTION 11 - HOLIDAYS AND VACATIONS

21
22 A. All employees shall receive the following paid holidays which occur during their
23 work year:
24

25 New Year's Day	Thanksgiving Day
26 Day before New Year's Day	Day after Thanksgiving
27 Martin Luther King Jr. Day	Day before Christmas
28 Presidents' Day	Christmas Day
29 Memorial Day	Day after Christmas
30 Veteran's Day	

31
32 B. Eligible employees shall receive pay equal to their normal work shift at their
33 base rate in effect at the time the holiday occurs. Employees on unpaid
34 leave of absence shall not receive holiday pay for such holidays that occur
35 during such leave of absence.
36

37 C. No employee shall be required to work on the above-referenced holidays.
38

39 SECTION 12 - TRANSPORTATION PARAPROFESSIONALS

40
41 The following provisions will apply to Paraprofessionals working in the transportation
42 department:
43

44 A. Annually, each employee will choose his/her morning and evening run by
45 selecting a route(s), based on the employee's seniority.
46

47 B. The assignment of mid-day runs will be offered on the basis of seniority.
48

- 1 C. After the initial assignment of runs, the employee will be guaranteed the
2 assigned number of hours to the end of the school year. Impact
3 Paraprofessionals will be guaranteed the assigned number of hours to the end
4 of the semester. Employees will meet with their supervisor at the beginning of
5 the year to determine work to be done if bus runs are eliminated. This work will
6 involve working with students and may include assignments to a school
7 building. If an employee is hired February 1 or after, he/she will be classified as
8 an Impact Paraprofessional.
9
- 10 D. Employees will use the same definition of lay-over time within a given run as the
11 drivers and will get paid for the same time the driver gets paid, excluding pre-
12 and post-run activities.
13
- 14 E. If an employee is hired at the first of the year or at any time during the year to
15 replace a regular employee who is resigning/retiring, he/she will be a regular
16 employee.
17
- 18 F. Opportunities to substitute on bus runs should be offered on a seniority basis in
19 the following order: first to permanent employees, then to Impact
20 Paraprofessionals, and then to substitutes.
21

22 SECTION 13 - IMPACT PARAPROFESSIONALS

- 23
- 24 A. Sick leave shall accrue from the first day worked for the District each school
25 year.
26
- 27 B. Impact Paraprofessionals have a right to union membership after thirty (30)
28 consecutive days of work.
29
- 30 C. Impact Paraprofessionals who have worked for thirty (30) consecutive days
31 shall be paid for holidays that fall during the remainder of their work year.
32
- 33 D. Impact Paraprofessionals who have worked for thirty (30) consecutive days
34 shall be granted leave for jury duty as defined in Article IV, Section 4 of this
35 contract.
36
- 37 E. Hours worked by Impact Paraprofessionals hired after June 10, 1993, will count
38 toward seniority only for the purpose of re-hire into an open Impact position.
39
- 40 F. Impact Paraprofessionals are excluded from any leave provisions or monetary
41 benefits except for placement on the salary schedule and the leaves and
42 monetary benefits enumerated above.
43

44 SECTION 14 – SCHOOL/WORKSITE CLOSURE

45
46 Whenever school is closed for the day, employees will not be required to be at work.
47 Time loss due to school closure will be worked on the designated make-up day.
48

1 Whenever school starts late due to emergency conditions, employees will notify their
2 supervisor that they may arrive late and take a salary deduction for the time missed,
3 work their regularly scheduled time, or arrange with their supervisor to make up the time
4 missed.

5
6 Whenever school closes early due to emergency conditions, employees, with the
7 approval of their supervisor, may leave early and take a salary deduction for the time
8 missed, work their regularly scheduled time, or arrange with their supervisor to make up
9 the time missed.

10

11 SECTION 15 – AVAILABLE TECHNOLOGY

12

13 The District shall provide employees in each building with *daily* access to computers
14 and software necessary for e-mail communications and job-related assignments, with
15 updates commensurate to other building staff. Such access shall be provided either in a space
16 designated for private usage or in the employee's work area.

17

18

1 **ARTICLE IV - LEAVES**

2
3
4 SECTION 1 - SICK LEAVE

- 5
6 A. Annually, at the beginning of each work year, all employees (except Impact
7 Paraprofessionals) shall be credited with an allowance of twelve (12) days with
8 full pay to be used for personal absence from work caused by the employee's
9 illness, injury, emergencies and illness of an immediate family member (spouse,
10 child, mother, father, sister, brother, grandchild or other household members).
11 For the purpose of this section, an emergency is defined as a problem that has
12 been suddenly precipitated or is unplanned, or where preplanning could not
13 relieve the necessity for the employee's absence. For employees who begin
14 employment after the start of the first contracted work day, sick leave shall be
15 prorated as follows: the number of days an employee is contracted to work
16 for the remainder of the year divided by the full contract days multiplied by
17 twelve (12) days. Sick leave benefits shall be paid at the rate of pay the
18 employee would have earned had he/she worked on the day leave was
19 taken. If an employee uses front-loaded sick leave and then ends
20 employment with the District without working enough days to earn that sick
21 leave, the unearned sick leave will be deducted from the employee's final
22 payment. If the final payment is not sufficient to cover the cost of the
23 unearned sick leave, the employee will reimburse the District the full amount
24 owing.
- 25
26 B. Two (2) days of this leave per year may be used by an employee in the case of
27 childbirth by the spouse or partner of the employee.
- 28
29 C. An employee who is unable to perform his/her duties because of personal
30 illness, maternity or other disability may request leave of absence without pay,
31 at the exhaustion of sick leave.
- 32
33 D. An employee who is absent from work due to an injury covered by State
34 Industrial Insurance may collect accrued sick leave for the days missed less the
35 amount of any worker's compensation award made for disability due to said
36 injury.
- 37
38 E. Accumulated sick leave is transferable from one (1) school district to another or
39 from one (1) agency to another as provided by state law.
- 40
41 F. Cash Out - Consistent with RCW 28A.58.096, RCW 28A.58.098, and WAC 392-
42 136, and to the extent authorized by said law, employees may cash in unused
43 sick leave days above an accumulation of sixty (60) days at a ratio of one (1)
44 full day's monetary compensation for four (4) accumulated sick leave days.
45 At the employee's option, he/she can cash out unused sick leave days in
46 January of the school year following any year in which a minimum of sixty (60)
47 days of sick
48

1 leave is accrued and each January thereafter, at a rate equal to one (1) day's
2 monetary compensation of the employee for each four (4) full days of accrued
3 sick leave. At the time of separation from school district employment due to
4 *retirement or death, an eligible employee or the employee's estate shall
5 receive remuneration at a rate equal to one (1) day's current monetary
6 compensation of the employee for each four (4) full days accrued sick leave
7 for illness or injury. Provisions of this leave shall be administered in accordance
8 with rules and regulations adopted now or as hereafter amended.
9

10 *For the purposes of this provision, retirement shall be defined as when an
11 employee is eligible to receive benefits under Washington State Teacher's
12 Retirement System (WSTRS), Public Employees Retirement System (PERS) or
13 School Employees Retirement System (SERS).
14

15 SECTION 2 - BEREAVEMENT LEAVE

16
17 Up to five (5) days per occurrence non-cumulative paid bereavement leave shall be
18 granted for a death in the following: spouse, partner, child, step child, parent, step
19 parent, sister, brother, parent-in-law, sister-in-law, brother-in-law, child-in-law, aunt,
20 uncle, niece, nephew, grandparent, other household member or grandchild.
21 Bereavement leave shall not be deducted from sick leave.
22

23 Paid bereavement leave for deaths other than those listed above shall be granted at
24 the discretion of the Superintendent or his/her designee.
25

26 SECTION 3 - MATERNITY LEAVE/CHILD CARE LEAVE

27
28 An employee shall be eligible for illness and injury leave for the period that she is unable
29 to work due to the pregnant condition or complications relating to childbirth. A
30 physician must certify that the pregnancy or complications prevent the employee from
31 performing her job duties. If the employee requests leave without pay to care for the
32 newborn, such leave may be granted for the remainder of the school year in which the
33 unpaid leave is requested.
34

35 Up to one (1) year of child care leave without pay shall be granted to an employee
36 covered by this Agreement for the care of a natural or adopted child under the age of
37 six (6). The employee shall notify his/her immediate supervisor as soon as possible of
38 his/her intention to take such leave and his/her planned time for return to work. At the
39 conclusion of the leave period, the employee shall be returned to the employee's
40 former position. If such position has been eliminated due to budget or program
41 reduction, the employee shall be treated according to the layoff provisions of this
42 Agreement.
43

44 SECTION 4 - JURY DUTY AND SUBPOENA LEAVE

45
46 Leave will be granted to employees who are called for jury duty in the appropriate
47 courts of jurisdiction. Regular salary will be paid provided that fees, less mileage, meals
48 and lodging reimbursement paid to the employee will be reimbursed to the District.

1 Any employee subpoenaed by a court of competent jurisdiction to testify will also be
2 covered by these provisions, unless the employee is the plaintiff or defendant in the
3 proceedings.

4
5 SECTION 5 – FAMILY AND MEDICAL LEAVE ACT

6
7 Employees shall be entitled to utilize provisions of the Family and Medical Leave Act
8 which the District shall administer in conformity with the law (employee must have been
9 employed for at least 12 months and have been employed for at least 1,250 hours of
10 service during the 12-month period immediately preceding the start of the leave).

11
12 SECTION 6 – WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

13
14 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and
15 Medical Leave (PFML) under the Washington State Family and Medical Leave and
16 Insurance Act. To be eligible for this leave, employees must have worked a minimum of
17 820 hours within the past calendar year. Such leave shall be used consecutively with
18 the employee's other leave entitlements unless the employee elects otherwise.

19
20 Effective January 1, 2019, the District payment for PMFL premiums shall be funded (1) for
21 the family leave premium by a payroll deduction from covered employees for the full
22 amount of the premium required; (2) for the medical leave premium, a payroll
23 deduction forty-five percent (45%) of the full amount of the premium required and
24 District provided funds for the balance; and (3) for any surcharge premiums under RCW
25 50A.04.115(8) by a payroll deduction from covered employees for the full amount of
26 the premium required. If the District opts out of the Washington State PMFL plan to
27 form or join a voluntary plan as authorized under chapter 50A.04 RCW, the District will
28 provide the Association the terms of the proposed plan prior to seeking state approval.

29
30 SECTION 7 - ASSOCIATION LEAVE

31
32 The District shall grant the President or designee(s) Association leave with pay to attend
33 meetings, conferences, etc., of the local, state and national Association not to exceed
34 thirty (30) days per year. The Association shall determine which employee(s) are
35 authorized to use Association leave. The Association shall reimburse the District for the
36 salary of the released employee's substitute.

37
38 SECTION 8 – NON-SCHEDULED LEAVE

39
40 Non-scheduled leave will be granted to each employee for up to two (2) days annually
41 at the employee's regular rate of pay, for use in situations which require absence during
42 work hours. Such leave shall be cumulative to six (6) days and shall be
43 nontransferable. However, not more than two (2) days may be taken consecutively
44 and no more than two (2) employees may be absent from any one work site on any
45 day, under such leave, unless the work site supervisor approves. Such leave may be
46 utilized in one-half (1/2) day increments. This leave will not be granted the first five (5) or
47 last ten (10) work days of the school year, unless the work site supervisor approves.
48 Advance notice is not required when an employee is prevented from reporting to

1 his/her building by a situation which is serious, unavoidable, or of major importance
2 involving potential hazard, provided that the employee informs his/her supervisor as
3 rapidly as possible of the employee's inability to report on time.

4
5 Employees, at their option, will be able to cash out accumulated non-scheduled leave
6 at the employee's regular rate of pay for up to two (2) leave days annually. Such
7 requests shall be made in writing to the Superintendent or Superintendent's designee by
8 the last work day of each school year, payable in the July paycheck.

9
10 SECTION 9 – LONGEVITY LEAVE

11
12 Each employee who has worked for ten (10) years in the District shall receive one (1)
13 non-accumulative and non-transferable leave day per year. Each employee who has
14 worked for twenty (20) years in the District shall receive one (1) additional non-
15 accumulative and non-transferable leave day per year. The leave day shall be
16 scheduled at the employee's discretion and is subject to limitations regarding the first
17 five (5) and final ten (10) working days of the school year. No more than two (2)
18 employees may be absent from any one work site on any day, under such leave, unless
19 the work site supervisor approves. Such leave may be utilized in one-half (½) day
20 increments.

21
22 Employees, at their option, will be able to cash out longevity leave annually at the
23 employee's regular rate of pay for up to two (2) longevity leave days annually. Such
24 requests shall be made in writing to the Superintendent or Superintendent's designee by
25 the last work day of each school year, payable in the July paycheck.

26
27 SECTION 10 – WORKPLACE INJURY LEAVE

28 To be eligible to receive workplace injury leave under this Section 10, the employee
29 may apply in writing to the District designated Human Resources Department official
30 after an on the job injury caused by a student. In determining whether the employee is
31 eligible, the District shall consider factors, including the following: (1) whether the
32 employee's regular assignment created a foreseeable and significant risk of workplace
33 injury from the student who caused the injury; (2) the student who caused the injury had
34 a documented history, if available, as shown by the District's student records at the time
35 of the injury, of school behaviors that posed foreseeable and significant risks of injury to
36 employees; (3) the student had in place or the District was developing a behavior
37 intervention or other plans to address such risks of harm; (4) the employee was not at
38 fault, in whole or no more than 50% relative fault compared to the student's conduct,
39 for the occurrence of the injury, e.g. employee fault existed because the employee
40 unreasonably failed to follow the student's behavior plan, prior training, or instructions
41 regarding how to respond to the student's behavior during the incident, etc.; and (5)
42 the injured employee's claim has been found eligible for benefits for the injury under
43 the District's workers' compensation program. All factors must be considered.

44 The employee's immediate supervisor and a designated Human Resources Department
45 official will determine eligibility. If the leave is denied, a Union Representative will be
46 given the opportunity to review and advocate prior to employee notification. An

1 employee may grieve denial of eligibility for workplace injury leave, but the standard of
2 review for denial in any grievance or arbitration proceeding shall be whether the
3 employee can show that the District's decision was an abuse of discretion under the
4 eligibility standards.

5 If determined to be eligible, an employee is not required to use or exhaust their sick
6 leave balance before accessing injured worker leave, but the amount of injured worker
7 leave used, when combined with paid workers compensation time loss and/or any sick
8 leave received for the same period of days or time, cannot exceed the employee's
9 regular rate of compensation.

10 An employee may receive injured worker leave for the length of work time lost due to
11 the specific injury or ten regularly scheduled work days, whichever is less, for the
12 incident that made them eligible. The leave may also be used continuously or
13 intermittently under standards otherwise applicable to Family Medical Leave Act leave.
14 Injured worker leave will also apply toward accrual of benefits in the same manner as
15 sick or other paid leave; provided injured worker leave may not be cashed out and
16 may only be used for the specific injury that created eligibility. An employee may have
17 multiple eligible leave accruals based on different injuries.

18 SECTION 11 - OTHER LEAVES

19
20 Absences for reasons other than stated in the above leave section shall be allowable
21 only at the sole discretion of the Board. The employee shall notify Human Resources by
22 April 30 of his/her intent to return to work for the following school year or to resign their
23 employment with the District. The District shall advise the employee of this obligation
24 at the time that leave is granted and shall mail a staffing notice to the employee prior
25 to April 30th.

26
27 SECTION 12 – RETURN FROM LEAVE OF ABSENCE

28
29 Employees returning from leaves of absence shall be assigned back to their previous
30 site.

31
32 SECTION 13 - SUBSTITUTES

33
34 Employees shall arrange for their own substitutes whenever possible. When not
35 possible employees shall report their absence to the appropriate individual or office as
36 designated by the District.

37

1 **ARTICLE V - GRIEVANCE PROCEDURE**

2
3
4 SECTION 1 - DEFINITION OF GRIEVANCE

5
6 A grievance is defined as an alleged violation of a specific section of this Agreement.

7
8 SECTION 2 - DEFINITION OF GRIEVANT

9
10 A grievant is defined as an employee, a group of employees or the Association with a
11 grievance.

12
13 SECTION 3 - CONTENTS OF THE GRIEVANCE

14
15 During each step where a grievance is reduced to writing the written statement shall
16 clearly specify:

- 17
18 A. The specific Agreement section allegedly violated;
19
20 B. When this alleged violation occurred;
21
22 C. The name of the aggrieved person and the manner in which the employee has
23 been injured;
24
25 D. In what way there has been violation, misinterpretation or misapplication of the
26 Agreement;
27
28 E. The remedy sought; and
29
30 F. The results of the previous step in the grievance procedure and why such results
31 were unsatisfactory.

32
33 SECTION 4 - DAYS

34
35 Days shall mean days on which the District is open for business, except as specified
36 herein.

37
38 SECTION 5 - ALTERNATE PROCEDURES FOR SPECIAL SITUATIONS

39
40 If, in the judgment of the Association, a grievance affects the Association or employees
41 at more than one building level, the Association may initiate and submit such
42 grievance in writing to the Superintendent or his/her designated representative directly,
43 and the processing of such grievance shall be commenced at Step 2.
44
45

1 SECTION 6 - REQUIRED FILING PROCEDURE

2
3 Standard forms (see Appendix) shall be used for the filing of grievances and reporting
4 the findings of investigations.

5
6 SECTION 7 - COOPERATION

7
8 The administration and the employee(s) will cooperate with each other in the
9 investigation of any grievance, and further, will furnish such reasonable information
10 related to the grievance as is requested for the processing of any grievance.

11
12 SECTION 8 - PROCEDURES

13
14 A. A grievance must be commenced at Step One within fifteen (15) days of the
15 knowledge of the act or condition which is the basis of the grievance.
16 Grievance claims shall be processed as rapidly as possible and the time limits
17 provided shall be strictly observed.

18
19 As it is most desirable for an employee and the immediate administrative
20 supervisor to resolve problems through free and informal communication, the
21 employee and supervisor shall attempt to do so.

22
23 However, should such informal process fail to satisfy the claimant, then a
24 grievance may be processed through the succeeding steps.

25
26 B. Step One- If, after an informal attempt to resolve the grievance has failed and
27 the grievant feels such would be justified, a formal written grievance may be
28 filed with the administrative supervisor. Such a filing must be made within ten
29 (10) days after the informal meeting outlined in Section A. Copies will be
30 transmitted to the Superintendent or official designee. A hearing, to be
31 conducted within five (5) days after receipt of the grievance, will be scheduled
32 by the grievant and the supervisor. Either one or both parties may request
33 assistance from other staff members in resolution of the grievance. Within five
34 (5) days after the Step One hearing, the supervisor shall provide the grievant
35 and the Superintendent or official designee with a written answer to the
36 grievance.

37
38 C. Step Two- If the grievance is not resolved at Step One, the grievant may
39 appeal the grievance to the Superintendent or official designee within six (6)
40 days after receipt of the Step One answer. A Step Two hearing shall be held
41 within ten (10) days of receipt of the Step One appeal. Each party shall have
42 the right to include such witnesses as it deems necessary to develop facts
43 pertinent to the grievance. Upon conclusion of the hearing, the
44 Superintendent or official designee will provide, within five (5) days, the written
45 decision to the grievant.

- 1 D. Step Three- If the grievance has not been adjusted to the satisfaction of the
2 grievant at Step Two within the specified time, the grievance may be
3 submitted by the Association within fifteen (15) working days to final and
4 binding arbitration. Such arbitration shall be conducted by an arbitrator from
5 the Federal Mediation and Conciliation Service or the American Arbitration
6 Association, as agreed upon by the parties. Absent mutual agreement of the
7 parties, the arbitrator shall be chosen from the list provided by the American
8 Arbitration Association.
9

10 SECTION 9 - JURISDICTION OF THE ARBITRATOR

11
12 The arbitrator shall have no power to alter, add to or subtract from the terms of this
13 Agreement. The arbitrator shall confine his inquiry and decision to the specific area of
14 the contract as cited in the grievance form.
15

16 SECTION 10 - ARBITRATION PROCEDURE

- 17
18 A. The decision of the arbitrator may be enforced in any court of competent
19 jurisdiction should either party fail to implement the decision
20
21 B. A stenographic record of the hearing shall be arranged for upon the request of
22 either party. The requesting party shall pay the cost of such unless the parties
23 agree to share the cost equally.
24
25 C. Each party shall bear its own costs of arbitration except that the fees and
26 charges of the arbitrator shall be shared equally by the parties.
27

28 SECTION 11 - TIMELINES

29
30 Failure to file grievances or to move them to the next step within the timelines indicated
31 shall cause grievances to be null and void. Failure by the District to respond in a timely
32 manner as stated herein automatically moves the grievance to the next step.
33

34 SECTION 12 - GRIEVANCE REQUIREMENTS

- 35
36 A. A grievant may be represented at all stages of the grievance procedure by
37 himself/herself or, at his/her option, by an Association representative selected
38 by the Association. If an aggrieved party is not represented by the
39 Association, the Association shall have the right to be present and to state its
40 views at all stages of the grievance procedure.
41
42 B. All documents, communications and records dealing with any grievance shall
43 be handled in a confidential way and filed separately from the personnel files
44 of the participants; provided that in the event the decision should result in
45 information relevant to the employee's misconduct or inadequate
46 performance, a copy of the decision may be placed in the employee's file.
47

1 C. No reprisals of any kind will be taken by the Board or the school administration
2 against any employee filing a grievance.

3
4 No reprisals of any kind shall be taken by the employee or the Association as
5 the result of information presented by the Board or the school administration
6 during the course of the grievance.

7
8

1 **ARTICLE VI - SALARIES AND BENEFITS**

2
3
4 SECTION 1 - SALARIES AND SALARY PLACEMENT

- 5
6 A. Salaries for employees subject to this Agreement are contained in Appendix A.
7 Increment steps shall take effect on the first day of each work year. An
8 employee shall receive increment credit advancement when employed ninety
9 (90) or more days of the previous work year. Employees' annual salaries shall
10 be paid in twelve (12) monthly payments. A day is defined as any day in
11 which an employee reports for work.
12
- 13 B. Salaries shall be paid on the last work day of each month, excluding Saturday,
14 Sunday or legal holiday. All employees scheduled to work less than sixty (60)
15 days during the school year, regardless of scheduled hours, shall be paid on a
16 monthly basis as reported on time slips. Salaries shall be paid as submitted by
17 the employee and verified by the supervisor within District approved
18 procedures and timelines.
19
- 20 C. Salaries contained in Appendix A shall be for the entire term designated on
21 Appendix A. Should the date of execution of this Agreement be subsequent
22 to the effective date, salaries, including overtime, shall be retroactive to the
23 effective date.
24
- 25 D. Retroactive pay, where applicable, shall be paid on the first regular pay day
26 following execution of the Agreement, if possible, and in any case not later
27 than the second pay day.
28
- 29 E. Direct deposit of an employee's monthly wage/salary may be made to
30 participating banks, credit unions, or other similar institutions, provided the
31 employee completes required paperwork within designated timelines.
32 Deductions will be made from employee's monthly wage/salary for optional
33 salary insurance purposes, provided the employee completes required
34 paperwork within designated timelines. All compensation owed to an
35 employee leaving the District shall be paid on the next regular payday.
36
- 37 F. The District shall report all hours that an employee has worked in all capacities
38 in the District to be counted toward retirement, subject to the rules and
39 regulations of the Public Employees Retirement System.
40
- 41 G. Salary increases for each year of this Agreement will be the State flow through
42 dollars allocated for each year plus any additional amount that is negotiated
43 by the parties, applied to Appendix A. Increments will be paid.
44

1 H. The District shall reimburse employees for the cost of all fees, certificates, health
2 tests, and in-service expenses that are necessary for the employee to retain
3 his/her position as required by the District or by law.

4
5 SECTION 2 - INSURANCE BENEFITS

6
7 A. Only employees contracted to work at least fifteen (15) hours per week are
8 eligible for insurance benefits; all eligible employees shall be required to
9 participate in Dental and Life Insurance.

10
11 For each year of the contract the District shall provide the state health benefit
12 allocation per FTE minus the retiree subsidy, toward the payment of premiums for
13 approved insurance plans. Employees who are less than a full (1.0) FTE shall
14 receive prorated allocations.

15 Health Benefits Assistance Pooling

16 In addition, the District shall contribute to the TAP Health Benefits Pool as follows:

17

2018-2019	\$848 per year per FTE
2019-2020*	\$848 per year per FTE

18
19 *Pending health benefit transition to SEBB. If the state does not implement the
20 transition in January 2020, the District will continue to pay assistance pooling at
21 the rate of \$848 per FTE per year through the 2019-20 school year or SEBB
22 transition, whichever occurs first. The Association and District recognize this
23 represents a monetary amount that expires when SEBB is implemented.

24
25 Insurance benefits shall be pooled according to state regulations.

26
27 The pool will be distributed as follows:

- 28
29 a. The pooled amount will first be applied to the basic benefits (dental, life
30 insurance, and medical).
31 b. The balance will be equally distributed among members of the
32 bargaining unit. If a bargaining unit member's premiums are fully paid,
33 the excess will be pooled and distributed equally among those
34 members of the bargaining unit who have remaining out-of-pocket
35 insurance premium expenses until the pool is fully utilized.
36 c. Any employee electing medical coverage shall be required to pay a
37 minimum premium charge in accordance with TCW 28A.400.280 (1)(c).
38 This charge shall be reflected in an LOA between the parties.

1 d. In the event of a double-levy failure, and at the request of either party,
2 the District and the Association agree to meet and bargain Article VI,
3 Section 2, "Insurance Benefits".
4

5 B. An employee on authorized leave of absence may elect, provided the
6 insurance policy so allows, to keep in force insurance coverage in effect prior
7 to the leave of absence. The premium cost is solely that of the employee,
8 unless the employee is on leave under the terms of the federal Family and
9 Medical Leave Act.
10

11 C. Employees shall be eligible to enroll in insurance plans during open enrollment
12 each school year. Employees shall be notified on the first day of school as to
13 the specific enrollment dates. Employees who transfer from one bargaining
14 unit position to another shall retain their previous coverage and shall be
15 accorded that pro-ration of the amount in paragraph A above which
16 corresponds to their new FTE if different from their previous FTE.
17

18 Pooling of TAP insurance benefits will occur in September and re-pooling of TAP
19 insurance benefits will occur in October. All employees may enroll within thirty
20 (30) days of their initial eligibility date. They will be provided insurance based on
21 what their position generated using the state allocation formula and District
22 dollars in Section 2 A above, and will be included in the October pool. If an
23 employee is hired after October pooling he or she will not be included in the
24 pool until the following school year.
25

26 D. To gain maximum utilization of the State insurance appropriation for employees
27 covered by this Agreement, the District agrees that an analysis of employee
28 insurance plan enrollment shall be made. If said analysis shows that said
29 appropriation for remaining pay periods is not expended, the maximum
30 contribution available shall be increased in an effort to either fully pay all
31 existing enrollments or fully expend said appropriations, whichever occurs first.
32 All employees shall participate in the dental and term life insurance plans. It is
33 understood that an FTE is based on 1440 hours.
34

35 E. Employees who have payroll deduction for insurance benefits may, at the
36 employee's option opt out of participation in an IRS 125 Plan. Interested
37 employees should notify the District payroll office, in writing, of their desire to
38 opt out of the IRS 125 Plan.
39

40 SECTION 3 - MILEAGE

41

42 Employees who are required to use their cars for District business (banking, obtaining
43 supplies, transporting sick students, performing assigned duties between one District
44 building site and another) shall record the mileage thus expended and submit an
45 expense claim at the end of each month. Mileage shall be reimbursed at the state
46 rate.
47
48
49

1 **ARTICLE VII - RIGHTS OF THE EMPLOYER (MANAGEMENT RIGHTS)**
2
3

4 It is agreed that the customary and usual rights, powers, functions, and authority of
5 management are vested in the Board and management officials of the District.
6

7 Included but not limited to these rights, in accordance with and subject to applicable
8 laws, regulations and the provisions of this Agreement, are to direct the work force, the
9 right to hire, promote, retain, transfer, and assign employees in positions: the right to
10 suspend, discharge, demote, or take other disciplinary action against employees; and
11 the right to release employees from duties because of lack of work or for other
12 legitimate reasons. The District shall retain the right to maintain efficiency of the District
13 operation by determining the methods, the means, and the personnel by which
14 operations undertaken by the employees in the unit are to be conducted.
15
16
17

1 **ARTICLE VIII - CONFERENCE COMMITTEE**

2

3

4 The Association and District shall meet bi-monthly, or upon request of either party, to
5 discuss matters of mutual concern. The meetings shall be jointly scheduled. When a
6 special meeting is requested, it shall be scheduled as soon as practical. The
7 Association shall appoint one member from the bargaining unit from each
8 building/worksite, the Association President, and the UniServ representative to serve on
9 this committee.

10

11

12

1 **ARTICLE IX - MENTOR PROGRAM**

2
3
4 The District will provide funds for a Mentor Program for employees. Any new
5 employee, current employee whose job is changing or any employee whose
6 administrator refers them for assistance can apply to access the funds. (See Appendix)

7
8 A team consisting of one (1) District staff and one (1) TAP employee will process
9 applications.

10
11 The fund will be no less than five hundred dollars (\$500.00) per year.

12
13 Any employee who applies for mentorship will be notified within ten (10) working days
14 as to whether or not he or she is to receive this assistance.

1 **ARTICLE X - PROFESSIONAL ISSUES**

2
3
4 SECTION 1 - PROFESSIONAL REIMBURSEMENT

5
6 The District will provide professional reimbursement. To qualify, an employee must apply
7 for and receive District Office approval before any course work is begun. To be
8 considered for approval, the proposed course work must enhance the
9 paraprofessional's growth, relate to an educational setting and be consistent with the
10 District's strategic plan. Employees must complete the approved course work on their
11 own time.

12
13 Prior to taking a class for reimbursement, a Classified Workshop/Class Request Form
14 must be completed and receive approval. In order to receive reimbursement from
15 the pool, the Credit Reimbursement Application with a copy of the employee's receipt
16 and a copy of the employee's grade slip or transcript or signed written verification from
17 the instructor is required.

18
19 The District will provide an annual pool of \$7,000.00 to be used for tuition, registration,
20 class-related materials and other professional activities as determined by the Article 8
21 group. Employees within the bargaining unit will have equal access to pooled dollars
22 as follows:

- 23
24 1. If total requests for tuition/registration reimbursement are greater than the
25 amount in the pool, then only a percentage of each request will be
26 reimbursed.
- 27
28 2. If total requests for tuition/registration reimbursement are less than the amount
29 in the pool, remaining funds will be used for class-related materials (i.e.
30 textbooks, software, etc.) on a percentage basis.
- 31
32 3. The pool will be divided into two equal halves. One half will be available to
33 reimburse classes completed between April and September of that calendar
34 year and paid in October; the other half will be available to reimburse classes
35 taken between October and March of that school year and paid in April.
36 Funds not fully expended in October will carry over to the pool for April.
- 37
38 4. For April 2019, the funds will be dispersed at a maximum of \$350 per employee.
39 If funds remain after the pool is paid in April, the district will review all Credit
40 Reimbursement Applications for that school year and disperse the remaining
41 funds in May on a percentage basis to any applicants who were not fully
42 reimbursed for their expenses up to the \$700 maximum (described below).

43
44 Beginning in October 2019, initially, the funds will be dispersed at a maximum of
45 \$350 per employee per half. No more than \$700 per employee per school year.
46 If funds remain after the pool is paid in April, the district will review all Credit
47 Reimbursement Applications for that school year and disperse the remaining
48 funds in May on a percentage basis to any applicants who were not fully

1 reimbursed for their expenses up to the \$700 maximum.

- 2
3 5. If funds remain after all requests have been reimbursed in April, the Article 8
4 group shall meet to determine how the balance will be used.
5

6
7 SECTION 2 - SITE BASED PLANNING DOLLARS
8

9 Each site will receive funds for Paraprofessional participation in site-based planning
10 activities. Dollars will be allocated annually to each site based on the following
11 formula:

12
13 The number of Paraprofessional hours at a site per year as of September 15
14 multiplied by 2.5 (5 half days). Use of these funds shall be mutually determined
15 by Paraprofessionals and their supervisor.
16

17 Unused SBPD funds shall be carried over into an Article 8 Group pool. Use of these funds
18 will be mutually agreed upon by the Article 8 group and may include, but not be
19 limited to:

- 20
21 1. professional training including staff time and/or training costs
22 2. release time for conferences/training
23 3. building expenditures above SBPD allocations
24

25 These funds shall be made available to the Article 8 Group no later than December 1st
26 of each school year.
27

28 In the event that a need arises for the use of these funds between Article 8 meetings, at
29 the request of either party a committee comprised of District representatives and up to
30 two representatives appointed by the TAP president(s) shall meet to discuss the possible
31 disbursement of said funds.
32

33 SECTION 3 - PROFESSIONAL GROWTH DAY
34

35 The District will provide each employee with one (1) optional professional growth day
36 each year. The day will be available for participation in professional activities as
37 determined by the employee and the employee's supervisor. The day will be equal to
38 the number of hours in the employee's regular work day and may be used in
39 increments of one (1) hour.
40
41

1 SECTION 4 - TUMWATER U

2
3 The District shall provide an annual pool of \$10,000 for the sole purpose of Tumwater U
4 training for paraprofessionals.

5
6 SECTION 5 – RIGHT RESPONSE RECOGNITION PAY

7
8 For the 2018-19 school year, employees who receive Right Response Training (either
9 initial or recertification) during each school year, shall, in the August paycheck of that
10 year, receive \$0.10 per hour on their pay contract for that year. Training must take
11 place prior to the last day of school.

12
13 Starting in 2019-2020 the Right Response Recognition Pay ceases as an August payment
14 and its value is blended into the hourly rates listed in Appendix A.

15
16 SECTION 6 – ESSA (formerly ESEA) RECOGNITION PAY

17
18 Starting in 2018-2019 the ESSA Recognition Pay ceases as an August payment and its
19 value is blended into the hourly rates listed in Appendix A.

20
21 SECTION 7 - TRAINING/INSERVICE

22
23 Any hours of training, in-service or college courses required by the District will be paid at
24 the employee's regular hourly rate of pay or at the overtime rate, if applicable, for all
25 hours in attendance including travel time, if the employee is required to travel outside
26 the District. Expenses (travel, food, lodging) incurred, fees and tuition will be paid by
27 the District. Training required by the District as a result of a disciplinary issue will be paid
28 by the District, however, the District's responsibility is limited to a one-time payment per
29 individual.

30
31 Starting in 2019-2020, the District shall offer annual Right Response training and re-
32 certification as required for all positions at no cost to all paraprofessionals.

33
34 Annually, the District shall offer first aid/CPR training at no cost to paraprofessionals with
35 duties on the playground of one half (1/2) hour or more per day, health room duties,
36 and special education/program duties that require the training. Such training shall
37 take place during the regularly scheduled workday and may consist of on-line training
38 at the District's discretion. Other TAP employees will be given the first opportunity to fill
39 excess slots in said training or in first aid/CPR training offered to other District employee
40 groups at no cost.

41
42 Paraprofessionals shall not be regularly scheduled to supervise students during ACT.

43
44 SECTION 8 - SITE TEAM

45
46 An annual stipend rate of \$1000 per site will be provided by the District and will be
47 divided equally amount TAP site team members. The employee will sign a contract

1 stipulating the hours to be worked, rate of pay and fill out a monthly time slip.

2

3 SECTION 9 – COMMITTEE REPRESENTATION

4

5 The Association shall have the right to designate a representative(s) to all major District
6 committees annually. It shall also have the right to annual site member representation
7 on all building committees.

8

9 The Association shall have the right of site member representation on any committee
10 hiring a new, permanent member at that site.

11

12

13

1 **ARTICLE XI - DURATION**

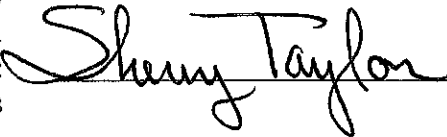
2
3
4 This Agreement shall be effective September 1, 2018 and shall be continued in effect
5 until the 31st day of August, 2020. This Agreement shall be reopened for the purpose of
6 negotiating a successor contract at least thirty (30) days prior to August 31, 2020, or for
7 legislatively mandated items.

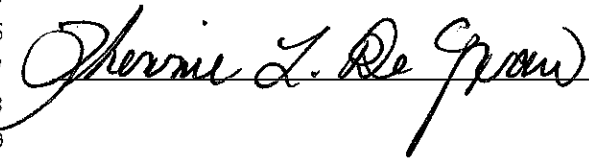
8
9 This Agreement shall be opened at the request of either party for the purpose of
10 negotiating legislative impacts on the collective Bargaining Agreement.

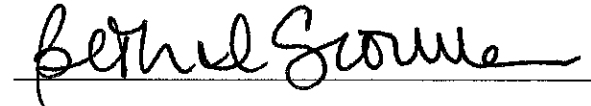
11
12 Additionally, the contract may be reopened at any time if mutually agreed by both
13 parties.

14
15
16
17 Tumwater Association of Paraprofessionals
18 For the Association:

Tumwater School District
For the District:

19
20
21 
22 _____

23
24
25
26 
27 _____



28
29
30
31 Date: 2-15-19

Date: 15 Feb 2019

1 **APPENDIX A - SALARY SCHEDULE**

2

3

TUMWATER PARAPROFESSIONALS

4

5 For the 2018-2019 and 2019-2020 school years, the TAP salary schedule shall be as
6 follows:

7

	2018-2019	2019-2020*
Step 1 (1st year)	18.70	19.20
Step 2 (2nd year)	18.70	19.20
Step 3 (3rd-4th years)	20.75	21.20
Step 4 (5th- 9th years)	21.40	22.20
Step 5 (10th- 19th years)	21.90	23.20
Step 6 (20 and more years)	22.45	23.85

8

9

10

11 *2019-2020 rates include IPD, or rates will be adjusted if they do not meet the IPD
12 minimum requirement.

13

14

1 **APPENDIX B - GRIEVANCE FORMS**

2

3 **TUMWATER SCHOOL DISTRICT NO. 33**

4

5 **Form I (A)**

6

7

8 COMPLAINT BY THE AGGRIEVED

(to be used after informal discussions with
the immediate supervisor)

9

10

11 Type or Print:

12

13 Aggrieved

Date of Formal

14 Person _____ Presentation _____

15

16 Building Name _____ Building Telephone _____

17

18 Immediate Supervisor _____

19

20 Years in Subject Area

21 School System _____ or Grade _____

22

23 Name of Association

24 Representative _____

25

26

27 Statement of Grievance:

28

29 _____

30

31 _____

32

33 _____

34

35

36 Action Requested:

37

38 _____

39

40 _____

41

42 _____

43

44

45

46

47

Signature of Aggrieved

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form I (B)**

4
5 DECISION OF SCHOOL PRINCIPAL, OR IMMEDIATE SUPERVISOR

6 (To be completed by school principal or immediate supervisor within 4 days after
7 receipt of the grievance)

8
9
10 Aggrieved Date of Formal
11 Person _____ Presentation _____

12
13 Building/ School Principal/
14 School _____ Immediate Supervisor _____

15
16 Decision of School Principal or Immediate Supervisor and Reasons Therefore:

17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____

25
26
27 Date of
28 Decision _____
29 _____
30 Signature of School Principal/Immediate Supervisor

31 **AGGRIEVED PERSON'S RESPONSE:**

32 (To be completed within 5 days after receipt of decision)

33
34 _____ I accept the above decision.

35
36 _____ I hereby refer the above decision to the Superintendent for review.

37
38 Date of
39 Response _____
40 _____
41 Signature of Aggrieved

42 Date of return to Building Principal and/or transmittal to Superintendent

43
44 _____ (To be transmitted within 5 days from
45 date of response)

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form II**

4
5 DECISION OF SUPERINTENDENT/DESIGNEE

6 (To be completed by Superintendent within 5 days after receipt of the grievance)

7
8
9 Aggrieved Date of Formal
10 Person _____ Presentation _____

11
12 Date Appeal is Date of Hearing
13 Received by Held by
14 Superintendent _____ Superintendent _____

15
16 Decision of Superintendent and Reasons Therefore:

17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

29
30
31 Date of Decision _____ Signature of Superintendent/Designee

32
33 Aggrieved Person's Response: (To be completed by aggrieved within 5 days after
34 receipt of decision)

35
36 _____ I accept the above decision by the Superintendent.

37
38 _____ I hereby refer the above decision to the School Board.

39
40 Date of
41 Response _____
42 _____
43 Signature of Aggrieved

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form III**

4
5 DECISION BY SCHOOL BOARD OF DIRECTORS

6 (To be completed by the Board of Directors within 5 days after receipt of the
7 grievance)

8
9
10 Aggrieved Date of Formal
11 Person _____ Presentation _____

12
13 Date Appeal is Date of Hearing
14 Received by Held by
15 the Board _____ the Board _____

16
17 Decision of the Board and Reasons Therefore:

18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30
31
32
33 Date of
34 Decision _____
35 _____ Signature of Board Chairperson

36
37 Aggrieved Person's Response: (To be completed by aggrieved within 5 days after
38 receipt of decision)

39
40 _____ I accept the above decision by the Board of Directors.

41
42 _____ I hereby submit this grievance to arbitration.

43
44 Date of
45 Response _____
46 _____ Signature of Aggrieved
47

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form IV**

4
5 DETERMINATION REGARDING ARBITRATION

6
7 Aggrieved Date of Formal
8 Person _____ Presentation _____
9
10 Date Request
11 Association Received for
12 President _____ Arbitration _____
13

14 DETERMINATION BY ASSOCIATION

15
16 _____ The Association, through its designated bodies, has determined
17 that this grievance is not meritorious and/or that submitting it to arbitration
18 is not in the best interests of the school system.
19

20 _____ The Association, through its designated bodies, has determined
21 that this grievance is meritorious and that submitting it to arbitration is in
22 the best interests of the school system. The grievance therefore is hereby
23 submitted for arbitration.
24

25 Date of
26 Determination _____
27 _____ Signature of Association President
28

29 SELECTION OF THE ARBITRATOR: (To be completed by the Superintendent and the
30 Association President within 10 days after the request for arbitration)

31
32 The parties have agreed upon and selected _____ as
33 arbitrator to whom (Name of Arbitrator) the appended grievance is hereby submitted.
34

35 Date of
36 Designation _____
37 _____ Signature of Superintendent
38

39 _____ Signature of Association President
40

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APPENDIX C

**TUMWATER SCHOOL DISTRICT NO. 33
Human Resources Department**

TAP/EMPLOYEE EVALUATION

Employee Name _____ Date _____

Position: Paraprofessional School _____

Evaluation Period _____ Annual _____

Main Job Responsibilities: _____

This evaluation is to be done by the building administrator in collaboration with the employee's immediate supervisors, in accordance with Article III, Section 8, A.

Meets District/Building Requirements – Conduct which promotes successful performances.

Needs Improvement – Conduct demonstrates improvement is needed in order to meet district/building requirements.

Does Not Meet District/Building Requirements – Conduct continues to interfere seriously with job performance.

Adaptability: Ability to change, cooperate in varying capacities, flexible, adjust quickly. 1 2 3

Cooperation: Cooperative and gets along well with others. 1 2 3

Dependability: Works well, minimal to no supervision. 1 2 3

Human Relations: Sensitivity to individual differences, e.g., cultural, ethnic, socioeconomic, gender, handicap. 1 2 3

Initiative & Decision Making: Resourceful, ability to assess problems, determine priorities and reach solutions. 1 2 3

Job Knowledge: Possesses information & understanding of responsibility. 1 2 3

Job Performance: Work produced is consistent with job expectations. 1 2 3

Punctuality & Attendance: Infrequently absent or late. 1 2 3

Communication: Ability to exchange information appropriately. 1 2 3

Professional Appearance: Cleanliness, neatness and appropriateness of dress for the job. 1 2 3

1 **Statement of Overall Performance and Recommendations:**

2
3 **Areas of Strength:** _____

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6
7 **Areas needing improvement:** (Identify areas of performance for which improvement is
8 needed in order to meet district/building requirements.)

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13 **Job related goals for next year:** (To be written in cooperation by building administrator
14 and employee during the evaluation conference.)

15
16
17
18
19 **Training (taken this year):** _____

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24 **Training (desired/required):** _____

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28 **Employee comments:** _____

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32 I have read and had an opportunity to discuss this evaluation of my work with my
33 building administrator. I realize that my signature on this form does not mean that I
34 agree with this evaluation. I understand that I have the right to attach a statement.
35 A copy of this report has been given to me.

36
37 Optional self-evaluation attached _____

38
39 **Evaluators:** _____

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41
42
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44 _____

45 Building Administrator _____ Date _____

46
47 _____

48 Employee _____ Date _____

APPENDIX D – Union Access to New Employees

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In accordance with Engrossed Senate Bill 6229 (effective 6/7/18), Article I, Section 3, A:

- A. No employee may be mandated to attend the meetings or presentations by the Union.
- B. "Reasonable access" for the purposes of this section means: The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
- C. The access is for no less than thirty minutes; and
- D. The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Union.
- E. Nothing in this section prohibits the District from agreeing to longer or more frequent new employee access, but in no case, may the District agree to less access than required by this section.

WORKING IN UNSAFE CONDITIONS?

If you feel that you have been *threatened* or put in an *unsafe situation* by a student, you are advised by both the District and the TAP to take the following steps:

1. Report the Concern to Your
Building Supervisor

If you feel that your concern has not been properly addressed you are then encouraged to:

2. Contact the District's
Executive Director of Human Resources

Feel free to share your continuing concern with the HR administrator. S/he will welcome the opportunity to assist you in making your job situation as safe and secure as possible. If for some reason s/he is not able to satisfactorily address your concern, you are then invited to:

3. Bring Your Issue Directly
to the Superintendent

Members are always encouraged to work with both the TAP and the District in resolving workplace safety concerns. Both are willing to work with YOU as well!

You are also reminded that you have the right to take assault charges directly to the police if you feel that it is necessary to do so.