

AGREEMENT

Between

Olympia School District No. 111

And

Olympia Technical Professional
Administrative Association



September 1, 2018 through August 31, 2020

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ARTICLE 1 - Recognition

The Olympia School District No. 111 (the "District") recognizes the Olympia Technical Professional Administrative Association /Washington Education Association as the exclusive bargaining representative of all regularly employed classified professional technical employees including, all employees who were previously in the Clerical unit who have District wide responsibilities except those employees designated as exempt by virtue of their status as supervisory or confidential employees. Substitute employees shall not be covered by this Agreement. The parties agree that as of the effective date of this Agreement, the following positions are exempt and not covered by the terms and conditions of this Agreement: Executive Assistant to the Superintendent, Assistants to the Assistant Superintendents, Accounting Office Supervisor, Payroll Supervisor, and Human Resource Office employees who provide information to the administrator responsible for preparation of collective bargaining proposals, negotiations, bargaining agreement administration, etc.

The Association agrees to hold the Olympia School District harmless in the event any suit or legal action occurs over the recognition of Olympia Technical Professional Administrative Association/Washington Education Association for the duration of the Agreement.

ARTICLE 2 - Rights of Management

It is agreed by both parties that the management of the District and the direction of the workforce are vested with the District except as plainly relinquished by this Agreement. All matters not specifically covered in the language of this Agreement shall be administered for the duration of the Agreement by the District in accordance with such policies and procedures as presently exist or are determined by the District as needed in the future.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, demote, discharge or take other disciplinary action against employees; and the right to release employees or reduce their hours because of lack of work, financial needs, or for other legitimate reasons, so long as such action is consistent with the terms and conditions of the Collective Bargaining Agreement. The District shall retain the right to maintain the efficiency of the District's operations by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

The Association president and representatives shall meet with the Superintendent and/or designated representative on a monthly basis to discuss contract issues.

In the event additional or varied work duties or products are introduced to employees of the bargaining unit, the Association shall be notified and when appropriate, given the opportunity to bargain the impacts. Proposed changes having more than a minimal impact on the affected bargaining unit members will be discussed between the Bargaining Unit and District Representatives. Respective job descriptions will be updated to reflect any such changes.

ARTICLE 3 - Workday and Overtime

- A. The employees' salary schedule is based on a forty (40) hour work week and will be prorated for employees who are assigned to work less than 40 hours per week. Employees returning to District employment from the prior school year will be given notice annually of their anticipated number of days of work, hours per day, and daily schedule, including start and stop times. A work week shall be defined as the period between Monday and Sunday of each week. Flexible scheduling may be accommodated based on agreement between supervisor and employee.
- B. In general, all schedule adjustments must be specifically approved in advance; however, supervisors may grant employees authority to work up to 15 minutes past the end of their scheduled shift in emergencies or to complete time-sensitive/unforeseen duties. All such schedule exceptions must be reported to the supervisor in a timely manner and recorded in the applicable timekeeping system. Supervisors may adjust employees' schedule during the same workweek if schedule exceptions would result in overtime. If a pattern of working beyond the assigned schedule becomes evident, the supervisor will schedule a meeting with the employee to address concerns.
- C. All employees shall be allowed a 30-minute, duty-free lunch period within a working day of five (5) hours or more, for which lunch period the employee shall not be paid. The employee is not required to remain at his/her workstation during the duty-free lunch period.

If an employee is required by his/her supervisor to work the employee's scheduled 30-minute duty-free lunch period, the employee's supervisor shall designate a lunch period of equivalent duration later that work day.

Each employee shall be allowed a fifteen (15) minute rest period during each continuous four (4) hours of work.

- D. Required overtime shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay, and will be paid for hours worked beyond 40 hours per week. This does not include time paid for holidays, sick leave, or any other paid time when the employee does not work.

Employees must obtain approval from their supervisors prior to working overtime.

- E. Compensatory time in lieu of overtime pay may be granted upon mutual agreement between the employee and the supervisor. If an employee is denied the opportunity to use the compensatory time, the employee may appeal this decision to the Director of Human Resources.

ARTICLE 4 - Probation and Seniority

- A. Each new hire shall remain in probationary status for a period of not more than ninety (90) working days following the hire date. During the probationary period, the retention of the employee shall be solely and entirely within the discretion of the District. The release of an employee during the probationary period shall not be subject to the just cause or grievance procedures of this Agreement.

- B. Seniority shall be determined from date of hire.
- C. Seniority rights shall be lost for the following reasons:
 - 1. Resignation
 - 2. Discharge
 - 3. Retirement
 - 4. Failure to return to work in response to a call back from layoff.
- D. Seniority rights shall not be lost for the following reasons:
 - 1. Time lost by reason of industrial accident or industrial illness.
 - 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
 - 3. Time spent on other authorized leaves of absence, not to exceed one year.
 - 4. Time spent as a supervisor over bargaining unit employees.
 - 5. Time spent in layoff status as provided in this Agreement.
- E. By November of each school year, the District and the Association will agree to a seniority list for the bargaining unit.

ARTICLE 5 – Job Descriptions

Job descriptions outlining the duties for each position covered by the Agreement will be established in writing. These job descriptions shall enumerate minimum qualifications and responsibilities which place a position in a particular classification for salary purposes.

- A. In adding, revising or updating job descriptions, the employer shall extend to members of the bargaining unit the opportunity to make comments and provide information to the employer regarding job descriptions. Completed job descriptions shall include the specific duties of each position in the bargaining unit.
- B. A “Classification Review Committee” (CRC). The CRC will review and act on audits following the rejection of any submitted reclassification by the HR Director or designee. The Committee shall be equally comprised of representatives of the District and the Association. Each party shall choose their representatives to the Committee.
- C. Requests must be submitted to the Human Resources Director no later than May 1st. The review will be completed no later than July of each school year. In the event circumstances necessitate reviews for the purpose of ascertaining the status of District position(s), the parties, through mutual agreement, may implement the provisions of this Article at any time during the calendar year to meet such demand.

ARTICLE 6 - Evaluation

- A. The supervisor shall annually report in writing to the Superintendent on the performance of each employee. This evaluation shall consist of a document assessing the employee's skill set and performance. The evaluator shall schedule a conference with the employee to discuss the evaluation. The evaluation conference shall occur prior to the evaluation documents being forwarded to the Human Resources office.
- B. An employee or supervisor may request an evaluation conference and/or written evaluative statement:
 - 1. In the event of voluntary or involuntary transfer to another position;
 - 2. When an employee resigns or is terminated; or
 - 3. When a significant change in employee performance occurs.
- C. All new employees shall be evaluated within 90 days of their hire date. This evaluation shall consist of a document identifying the employee's strengths and weaknesses.
- D. Evaluation is the responsibility of the supervisor and should reflect the requirements of the position. All employees shall be provided an annual written evaluation no later than June 1.
- E. The employee and the supervisor shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may, at the employee's option, file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.
- F. In the event the supervisor determines there are performance deficiencies, the affected employee and the supervisor shall meet to review the same. If the employee's performance is unsatisfactory, the following steps may be taken:
 - 1. A plan of improvement in the cited areas, that is specific and reasonable, may be developed by the supervisor to assist in the remediation of the deficiencies. The employee may provide input to the plan.
 - 2. The plan, will continue for 60 days. The purpose of the plan of improvement is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
 - 3. During this period, the supervisor shall meet with the employee regularly.
 - 4. All plans and efforts to address the deficiencies shall be documented by the supervisor.
 - 5. In the event the employee does not demonstrate the competence required in the area or areas cited to be addressed to the satisfaction of the supervisor upon completion of the plan of improvement, the employee shall be so notified.
 - 6. Employees facing adverse action have access to the grievance/arbitration process (Article 12).

ARTICLE 7 - Promotions and Transfers

When the District intends to fill a newly established position or a vacant position in the bargaining unit, written notice of such position shall be posted internally for a minimum of three (3) work days before being posted outside the bargaining unit. Internal applicants will be considered before external applicants.

Vacant positions will be filled by the District based on the ability, qualifications, skills, experience, performance, and other relevant factors of the applicants for the job. The employee with the earliest hire date within the bargaining unit will receive preferential consideration for promotions and transfers when ability, qualifications, skills, experience, performance, and other relevant factors are substantially equal with those of other applicants. If the District determines that seniority should not govern, upon the written request of any bargaining unit employee applicant, the District shall set forth in writing its reason(s) for the seniority bypass for the applicant and the OPTAA president. Such reason(s) may be reviewed through, but not beyond, Step 3 - Superintendent's Level, of the Grievance Procedure.

In the event that an involuntary transfer is considered necessary, the District shall first solicit volunteers. An employee involuntarily transferred will be given reasons and granted an interview with the Director of Human Resources prior to any involuntary transfer. An employee involuntarily transferred shall receive five (5) days notice prior to such transfer. An employee involuntarily transferred shall have a priority to return to his/her immediate assignment for a period of one (1) year following such involuntary transfer. Whenever possible, the employee with the lowest seniority ranking shall be the first subject to any involuntary transfer or reassignment.

ARTICLE 8 - Layoff and Recall

A. Layoff

The term layoff shall mean termination from employment for other than disciplinary reasons. In the event of layoff because of financial necessity or other reasons as determined by the Board, employees with the most seniority will be given first opportunity for jobs for which they are qualified. Employees who have been laid off will be given the opportunity to displace the least senior employee in a position for which they are deemed by the District to be qualified. The District will make any reductions through attrition before considering layoffs.

The District agrees to meet with the Association prior to a reduction in force and share information and the plan for reductions consistent with the terms of this Agreement. In all cases an employee shall be given thirty (30) working days notice of layoff.

B. Recall

Employees who are laid off will be placed on a reemployment list in order of seniority provided that the employee makes application for placement on the reemployment list, in writing, within ten (10) days after the effective date of the layoff. Such application shall include the name, address, email address, and telephone number of the employee, along with a specific list of positions which the employee is willing and believes himself/herself qualified to accept. Laid off employees shall have recall rights for one (1) year, provided that:

1. a bargaining unit position is open. Recall shall happen first by qualifications and then by seniority. Should applicants be similarly qualified and meet the minimum qualifications for a position, seniority shall be used as the determining factor.
2. a joint committee comprised of Association and District representatives determines if an employee on recall status is qualified for the open position (seniority shall apply if more than one employee is qualified),
3. the employee has maintained a current address and phone number of record with the District,
4. an offer of re-employment must be hand delivered, emailed, or mailed by USPS mail and accepted within forty-eight (48) hours of receipt,

5. only after an employee has refused one position that is substantially equivalent to their immediate past position will that individual's name be removed from the reemployment list,
6. no new employees shall be hired to fill existing vacancies until the laid off employee(s) have refused the position or are not ruled qualified by the joint committee,
7. if more than one laid off employee is qualified for an open position and each has an identical hire date, drawing by lot will be conducted by the Association.

Employees on layoff status will be given first priority for OTPAA temporary jobs for which they are qualified, with such assignments distributed on the basis of seniority.

ARTICLE 9 - Due Process

- A. The District shall have the right to discipline or discharge an employee for just cause. (See appendix E)The specific grounds forming the basis for such action will be made available to the employee.
- B. Discipline of staff members shall normally be progressive in routine cases of unsatisfactory behavior to consist of the following steps:
 1. Oral warning with follow-up written reminder of this oral warning (provide a brief summary of incident, including the date & time). See Appendix B.
 2. Letter of direction clearly identifying the problem and a timeline to correct the problem.
 3. Should the employee's behavior continue to be unsatisfactory, the principal or supervisor shall recommend suspension without pay or discharge, whichever is considered by the District as appropriate. Prior to implementation the reasons for suspension without pay or discharge shall be in writing and delivered to the affected employee as prescribed in this Agreement.
 4. Nothing in this section shall limit the District in taking immediate and severe disciplinary action in cases of sudden and/or extraordinary behavioral or performance problems.
- C. Initial notification of any complaint of a disciplinary nature made against an employee will be brought to the attention of the employee within ten (10) working days during which the employee is present at their regularly assigned job site. If an employee is not advised of the complaint it may not be used in future disciplinary action or evaluations.
- D. An employee shall be entitled to have a representative of the Association present at any meeting which is reasonably expected to lead to disciplinary action.

ARTICLE 10 - Employee Rights

- A. The District and the Association agree that each employee has the lawful right to organize, join and support the Association for the legal purpose of engaging in collective bargaining.
- B. Neither the Association nor the District will unlawfully discriminate against any employee of the District.
- C. Employees shall, upon request, have the right to inspect the contents of their District personnel file. Upon request, a copy of any document contained therein shall be afforded the employee.

Employees will be notified of any complaint, letter of reprimand or evaluative materials, which are entered in the District personnel file. The author of any such materials, and the date of entry, shall be noted on the documents filed. Documents shall be removed from the personnel file after three (3) years unless retention is required by law. Employees may request that documents be removed after one (1) year. Such requests shall be made to Human Resources.

The employee shall have the right to attach permanently his/her own written comments to materials in the District personnel file. Such materials shall be dated and signed by the employee.

ARTICLE 11 - Association Rights

- A. On or before the first day of December, the District shall provide the Association with the following information regarding each employee in the bargaining unit: name, current work site, job title, hourly rate of pay, and F.T.E.
- B. The Association shall have the right, contingent upon approval of the site administrator, to hold meetings on school property provided that such meetings are before school, after school or during other non-paid time.
- C. The Association will have the right to use District equipment pursuant to the following guidelines:
 - 1. Such use of District equipment shall be subject to the approval of the site administrator and shall not be approved when such use will interfere with the District program.
 - 2. The Association shall reimburse the District for any cost to the District incurred by such use of equipment, including the cost of any repairs or damages to equipment, which results from Association use.
- D. The Association has the right to place bulletin boards in each building at which bargaining unit employees are assigned. The size and placement of each bulletin board will require authorization by the District. The bulletins posted by the Association are the responsibility of the officials of the Association.
- E. The District will inform the Association of each new hire covered by this Agreement.
- F. The District shall promptly notify the Association in writing of any public records requests made by any individual or organization for information on individual bargaining unit members, the unit in whole, or any portion thereof, along with notification of the District's intention regarding the fulfillment of the request.

ARTICLE 12 - Grievance Procedure

Section A- Definitions

- 1. A grievant is an employee, group of employees, or the Association (if written authorization is given by an impacted employee) having a grievance.
- 2. A grievance is an action or lack of action arising from the alleged misapplication or misinterpretation of a term(s) of this Agreement.

Section B - Grievance Steps

Step 1- Informal Discussion

The grievant shall first discuss the grievance with his or her immediate supervisor. If the problem involves the relationship between the employee and his/her supervisor, he/she may initially present the grievance to the Director of Human Resources. An effort should be made at this level to resolve the grievance.

Step 2 - Administrator's Level

If no settlement is reached in Step 1, the grievant shall, within twenty (20) working days of the alleged misinterpretation or misapplication of a term of this Agreement, complete the grievance form (Appendix B) providing the following information: the facts on which the grievance is based; reference to the Articles and Sections of the Agreement alleged to have been violated; and the remedy sought.

The employee shall submit the grievance form to the next appropriate administrator (assigned by the Superintendent). The administrator will provide opportunity for the employee to discuss the grievance. The parties will have ten (10) working days from submission of the written grievance to resolve the dispute and indicate in writing the disposition of said grievance.

Step 3 - Superintendent's Level

If no settlement has been reached in Step 2 within the specified time limits, and the Association believes the grievance to be valid, the grievant may, within ten (10) working days, submit the written grievance to the Superintendent. The Superintendent or his/her designee(s) and the grievant shall have ten (10) working days after receipt of the grievance to resolve said grievance by indicating, in writing, the disposition thereof. It is understood that the same administrator can only rule on an issue once. In such cases, the Superintendent will hear the appeal or provide another administrator.

Step 4 - Binding Arbitration Level

If in the grievance has not been resolved at Step 3, within the specified time, the Association may submit the grievance within fifteen (15) working days to final and binding arbitration. The following stipulations shall govern:

- a. The arbitration shall be conducted by an arbitrator mutually agreed upon by the grievant and the District and shall be conducted under the rules of the American Arbitration Association.
- b. The arbitrator shall have no authority except to pass upon alleged violations of the provisions of the Agreement.
- c. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the employer except where the employer has plainly relinquished its rights and prerogative by the terms of this Agreement.
- d. The arbitrator shall render no decision which would be in violation of a law or enter disputes that are a matter of legal jurisdiction.
- e. No evidence may be presented at the arbitration which was not presented at a lower level of the grievance procedure.
- f. The arbitrator shall have no power or authority to hear a grievance and/or fashion a remedy for any matter occurring prior to the signing of this Agreement.

The Association or the District, whichever is ruled against by the arbitrator, shall pay the compensation of the arbitrator. Each party shall pay any costs, fees, expenses and compensation, including wages and salaries, relating to its own witnesses, representative, or attorney. The cost of the stenographic record will be paid by the party requesting it. If the other party requests a copy of the transcript, that party will pay one-half of the stenographic costs.

Section C - Grievance Requirements

The grievant may have an Association representative present at all steps of the grievance process.

Filing of a grievance shall be initiated by the employee in writing within twenty (20) working days of the date such grievance is discovered or reasonably should have been discovered. A grievance not filed in a timely manner will be deemed waived. Timelines shall be strictly followed unless extended by mutual agreement of the parties. If a grievant fails to submit a grievance to the next step within the time specified, the grievance shall be deemed waived.

All documents, communications and records dealing with any grievance shall be handled in a confidential manner and filed separately from the personnel files of the participants; provided that in the event the decision should result in information relevant to the employee's misconduct or inadequate performance, a copy of the decision may be placed in the employee's file.

All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, may testify with full assurance that no reprisal will follow by reason of such participation.

ARTICLE 13 - Salary

- A. Employees hired or promoted to a position shall be paid the salary established for that classification as indicated in this Agreement.
- B. If an employee is temporarily assigned to work in a position having a higher wage rate, then such employee will be paid the higher rate for the duration of the temporary assignment. Employees temporarily assigned to work in a position having a lower wage rate shall be paid at their regular rate.
- C. A wage rate for a new hire for which no range applies, will be negotiated with the Association.

ARTICLE 14 - Salary Schedule Placement, Stipends & Training/In-service

Section A – Salary Schedule Placement

The Salary Schedule is located in Appendix A of this agreement.

When determining placement on the salary schedule, experience is defined as: All verifiable professional/technical experience of a like nature to the position that the employee has been hired to fill.

The parties recognize the current salary placement of the various unit positions as having been determined through negotiations.

In the event O.S.P.I., A.G.O., State Auditor, or other body of competent jurisdiction determines, in writing, that the wages and/or benefits provided classified employees of the District do not comply with legislative guidelines and statutes and/or State Operating Budget or Appropriations Act, the District shall bring wages and/or benefits into compliance as set forth by one of the bodies herein above.

Section B - Stipends

An annual stipend will be paid on the September payroll to those employees who hold a Professional Standard Certificate, vocational certificate or degree, Associate of Arts Degree, Bachelor's Degree or higher, provided the degree or certificate shall have been earned prior to the school year for which the stipend application is made. For employees hired after September 30th, the stipend will be prorated based on the number of days in the year. These stipends shall not be combined, and will be as follows:

a.	Program or Vocational Certificate	\$400
b.	Associate Degree	\$500
c.	Bachelor's Degree or higher	\$750

For Program or Vocation Certificates the following applies:

1. Such certification is connected to current job related skills required to maintain the position the employee is currently in.
2. Training and In-Service must be eligible for state approved clock hours or are from a recognized training program, and have received prior written approval from the employee's supervisor before the stipend is paid.

Section C - Training/In-service

Any hours of training, in-service, conferences (including fees) or courses required for an employee or group of employees to attend by the District will be paid at the employee's regular hourly rate of pay or at the overtime rate, if applicable, for all hours in attendance including travel time, if the employee is required to travel outside the District. Expenses (travel, food, lodging) incurred, fees and tuition will be paid by the District in accordance with District travel and budget policies.

ARTICLE 15 – Insurance

The District will make available for each benefit eligible employee the State-funded insurance benefit allocation per month. For the purpose of calculation of insurance benefits only, 1,440 hours is considered a 1.0 FTE. The District agrees to pay medical costs that bargaining unit members elect to carry for the contract period under Group Health, Blue Cross/WEA Select Plans, applicable military insurance, or other District provided medical plan options. The District also agrees to pay the cost of full-family dental (plan I) under Washington Dental Service (or other WEA approved dental plans); and WEA Basic Vision Care Plan, according to the following provisions:

- A. A pool for benefits defined as all classified employees, excluding Teamsters, is derived by multiplying the State-funded insurance benefit allocation by the number of FTEs in the pool. This amount will be reserved for use by the pooling units. An FTE equals 1,440 hours worked per year. No employee can be more than 1.0 (one) FTE for this purpose.
- B. Pooling shall be completed and adjusted on a monthly basis.
- C. Any funds available to, but not used by individual unit members, will be computed and set in reserve. Individuals whose total monthly premiums exceed the state-funded insurance benefit allocation per month will have the excess deducted from their pay. Benefit eligible employees who are not full-time employees shall be allowed a pro-rated portion of the state-funded insurance benefit allocation, as applicable, according to their percentage of their FTE. The difference between the total monthly premiums for each benefit-eligible part-time employee and the state-funded insurance benefit allocation shall be deducted monthly from the employee's salary, as it is for full time employees. Employees whose total monthly premium costs are less than the pro-rated portion of the state-funded insurance benefit allocation will not be subject to overrun deductions.
- C. By October 15 of each year, the parties will meet to determine if there is a surplus in the benefits pool; if so, a method for distributing the surplus will be mutually determined. The District will review the status of the pool in April and August. Any surplus will be distributed through the pool.
- D. No person shall be covered at the expense of the pool both as an employee and as a dependent of another employee; nor shall any person be covered as the dependent of two (2) or more employees for the purpose of insurance coverage.
- E. Current salary or cancer insurance programs may also be selected by the employee, but those program costs will not be eligible for payment from the pool. They will be subject to the overrun provisions above.

Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one (1) year, subject to automatic extension for the ensuing year in the absence of written notice otherwise, by one party to the other prior to May 1 of each year.

ARTICLE 16 - Leaves

Sick Leave

Employees shall accrue sick leave at the rate of one (1) day per month worked to a maximum of twelve (12) days per year. Sick leave shall be compensable upon separation (as per statute), retirement, or death as provided and limited by law. Accumulated sick leave is transferable from one school district another as provided by state law.

- A. Sick leave is to be used in the event of absence for (1) personal illness, accident or temporary disability; (2) to care for the employee's or spouse's immediate family. Immediate family is defined as: parent, sibling, spouse, domestic partner, child, grandchild, grandparents and spouse's parents with a health condition which requires treatment or supervision; After five (5) consecutive days of absence or in the event of a pattern of regular absences, a written verification by a doctor may be required.

- B. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accumulated, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at a rate equal to one day's current, regular rate of compensation of the employee for each four full days of accrued sick leave.. Sick leave for which compensation has been paid shall be deducted from the employee's accrued sick leave at the rate of four days for every one day's monetary compensation. Each employee shall be given a monthly accounting of sick leave.

An employee who separates from District employment due to resignation, retirement or death employee who is an "eligible employee" under RCW 28A.400.21-(2) may elect (personally or by his/her personal representative) to receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued sick leave to the extent allowed by applicable law and regulations. : Employees new to the District will be credited with their sick leave balance from any other public school district in the State of Washington. .

Bereavement Leave

Up to five days of bereavement leave with pay will granted for each occurrence of death in the employee's or spouse's immediate family. Immediate family is defined as: parent, sibling, spouse, domestic partner, child, grandchild, grandparents and spouse's parents.

One (1) day will be granted for bereavement for a person of close personal ties when the employee attends the funeral or memorial service.

Leave Sharing

Employees shall be permitted to participate in a Leave Sharing Program consistent with the provisions of RCW 28A.400.380 and WAC 392-126.

Individual employees may donate up to six days of sick leave each year in accordance with applicable state regulations. (See Appendix C)

Emergency Leave

In the event of an emergency that necessitates an employee's absence, an employee may apply for emergency leave, either in advance or retroactively, for a contingency not provided for by statute or other District policies. Emergency leave shall be deducted from an employee's sick leave bank. Such contingencies may include, but are not limited to, accidents which prevent the employee's reporting to work, serious damage to personal property when the employee's absence is necessary to prevent further damage, or similar emergencies which make it impossible for the employee to report to work. Emergency leave may be granted only if:

- A. The problem has been suddenly precipitated or is of such nature that preplanning could not have relieved the necessity for the employee's absence.
- B. The problem is serious and not one of minor importance or mere convenience.

Application for emergency leave under this section shall be made in writing to the Director of Human Resources. Emergency leave will be deducted from sick leave.

Jury Duty

Any employee covered by this Agreement who has been called for jury duty will be excused from work to serve. No salary deduction shall be made.

Health Leave

Upon written application to the Superintendent or designee, an employee who has exhausted all accumulated sick leave may be granted uncompensated health leave not to exceed one (1) year for illness or injury. Such written application must be accompanied by verification from the employee's attending physician as to the need for such leave.

Child Care Leave

Upon written application to the Superintendent or designee, child care leave without pay may be granted for up to one (1) year to an employee for the care of a newly born or newly adopted child under the age of eighteen. The employee shall notify the Superintendent and the immediate supervisor as soon as possible of the employee's intention to take leave and the planned time for such leave.

Family and Medical Leave Act

The District will provide eligible employees with up to twelve (12) weeks of FMLA (Family and Medical Leave Act) leave per year in accordance with state and federal laws.

Washington Paid Family and Medical Leave

Washington State Paid Family and Medical Leave (PFML). Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay 50% of the premium.

Leave of Absence/Unpaid Leave

An employee covered by this Agreement may request permission to be absent from employment without pay for a period of up to one year, subject to approval by the Superintendent and/or his designee. The administrator shall approve or deny the request within ten working days or sooner, if possible, of receiving it.

Said request shall be for a legitimate reason when there appears to be no other leave for the purpose requested, but subject to securing the proper replacement so as not to interfere with the efficient execution of the job requirement.

Leaves shall not be granted for time off for the purpose of other employment.

An OTPAA member returning from leave will have twelve (12) calendar months to apply for vacant, posted OSD positions. All leave of absence/unpaid leave rules continue to apply.

Disapproval of a request for a leave of absence shall be subject to the grievance procedure exclusive of final and binding arbitration.

Association Leave

The Superintendent or his designee may grant Association leave for members of the Association who are duly authorized by the Association to participate in Association business during working hours. Application for Association leaves must be in writing and must be received by the

Superintendent or his designee no less than five (5) working days prior to such requested leave. Association leave shall not exceed ten (10) days annually for all employees for the school year, and must be approved by the Superintendent or his designee. Association leave shall be without loss of pay or benefits.

Personal Leave

Employees may take up to two (2) days per year for personal reasons, this time may be deducted from sick leave.

ARTICLE 17 - Vacation Accrual Schedule & Paid Holidays

Number of Yrs	Vacation Days		Number of Yrs	Vacation Days		Number of Years	Vacation Days
less than 2	12		9, 10	17		19, 20	22
2	13		11, 12	18		21, 22	23
3, 4	14		13, 14	19		23, 24	24
5, 6	15		15, 16	20		25 or more	25
7, 8	16		17, 18	21			

Upon hire, new employees will be given credit for time worked in other school districts or ESD's when placed on the vacation accrual schedule.

Vacation shall be prorated, based on the total hours/FTE per year (2080 = full year). The formula for calculating your FTE is hours per day x days per year divided by 2080. For employees whose schedule is less than 12 months, vacation days will be accrued September through June. Employees may use up to 5 vacation days during the school year. Employees may request a cash out of their current balance by December 31st to be paid on the January salary warrant. The balance of total annual vacation accrual will paid in the July salary warrant.

Full-time (1.0) employees who accrue vacation may carry over vacation to the following year, although no employee may carry more than fifty (50) days of vacation at any time.

Vacation Leave shall be deemed used on a FIFO (first in, first out) basis. At the time of termination of employment, employees may be paid at the employee's hourly rate for accumulated vacation in an amount not to exceed thirty (30) days, or such lesser amount so that the District avoids any attendant financial penalty or other legal constraints. Every effort shall be made by the employee and the employee's supervisor to avoid having leave in excess of thirty days on the books at the time of termination.

Paid Holidays

An employee is compensated for holidays which fall during a month in which she/he is regularly employed. Paid holidays for the term of this Agreement shall be: Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, and July 4th. In addition, employees who would regularly work Christmas Eve (day) and New Year's Eve (day) will have those days off with pay.

If a holiday falls on a weekend, then either the preceding Friday or succeeding Monday will not be scheduled as a regular workday in conformity with Federal and State laws or practice.

ARTICLE 18 - Safety

The District will comply with safety required by RCW 28A.320.125 Safe School Plans-Requirements-Duties of school districts, schools, and education service districts-Reports-Drills-Rules.

The District will convene a building safety committee with an equal number of representatives from the Association and the District. The committee shall meet at least twice per year, beginning within 30 days of full OPTAA occupancy of Knox 111.

ARTICLE 19 - Contract Distribution

The employer shall make this agreement available to members represented by the OTPAA, within twenty (20) working days following ratification by the Board, by posting it on the appropriate District website.

ARTICLE 20 - Saving Clause

It is the intention of the parties hereto to comply with all applicable provisions of the state or federal laws, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court having jurisdiction. In such an event, either party may request renegotiation of such invalid provisions and the remainder of the contract shall remain in full force and effect.

ARTICLE 21 - Association Security

A. Association Membership and Agency Shop

1. Each employee who on the effective date of this Agreement is a member of the Association in good standing, shall maintain his or her membership for the period of this Agreement.

B. Payroll Deduction for Association Dues

1. With respect to each employee obliged to be an Association member, the District shall, upon receipt of an appropriate written authorization form from any employee who authorizes such deductions pursuant to RCW 41.56.110, make a monthly payroll deduction in the amount of the Association's regular and usual required monthly dues.
2. Each month the District shall promptly remit those monies deducted under B (1).
3. The Association shall indemnify and hold the District harmless from and against any and all claims, demands, charges, or suits instituted against the District which shall be based upon or arise out of any action taken by the District in accordance with or arising out of the foregoing provisions of this section.

**ARTICLE 22 - Closure of Offices and Employees' Responsibility
During Emergency Closure**

In the event of snow or other such natural events, employees will make an effort to get to work on time. If the employee cannot travel to work safely, he/she may choose to utilize emergency leave.

In the event that conditions force a closure of a work-site, employees who are scheduled to work 240 days or greater may utilize emergency leave, vacation leave, compensatory time or make arrangements to work at another site or home with the approval of their supervisor. Employees may also make up missed time if it is mutually agreeable between the supervisor and employee. Making up missed time shall not constitute overtime pay.

Employees scheduled to work less than 240 days will make up their time by having days added to their calendar. These employees should not report to work and there is no need to take leave at the time.

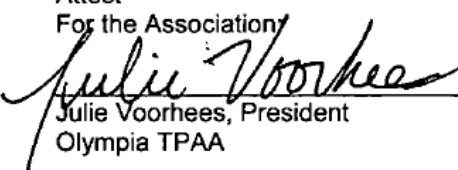
ARTICLE 23 - Duration, Waiver and Complete Agreement

The period of this contract shall be September 1, 2018 through August 31, 2020.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as otherwise provided herein. For the period of this agreement, increases in wage rates and maximum insurance amounts will be the amount authorized and funded by the legislature, except as otherwise provided for in this contract.

This Agreement may be otherwise altered, changed, added to, deleted from or modified at any time only with the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal.

Attest
For the Association

Julie Voorhees, President
Olympia TPAA
Date 4/29/19

For the District:

Patrick Murphy, Superintendent
Secretary of the Board
Date 4/29/19

APPENDIX A -- Salary Schedules

Olympia Technical Professional Administrative Association

18-19 Olympia Technical Professional Administrative Association +6.5%											
Range	1	2	3	4	5	7	9	11	13	15	20
37	\$ 18.40	\$ 18.80	\$ 19.27	\$ 19.71	\$ 20.19	\$ 20.66	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26
38	\$ 18.80	\$ 19.27	\$ 19.71	\$ 20.19	\$ 20.66	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84
39	\$ 19.27	\$ 19.71	\$ 20.19	\$ 20.66	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45
40	\$ 19.71	\$ 20.19	\$ 20.66	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04
41	\$ 20.19	\$ 20.66	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70
42	\$ 20.66	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28
43	\$ 21.14	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98
44	\$ 21.67	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65
45	\$ 22.17	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36
46	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06
47	\$ 23.26	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79
48	\$ 23.84	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51
49	\$ 24.45	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28
50	\$ 25.04	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28	\$ 32.06
51	\$ 25.70	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28	\$ 32.06	\$ 32.88
52	\$ 26.28	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28	\$ 32.06	\$ 32.88	\$ 33.69
53	\$ 26.98	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28	\$ 32.06	\$ 32.88	\$ 33.69	\$ 34.53
54	\$ 27.65	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28	\$ 32.06	\$ 32.88	\$ 33.69	\$ 34.53	\$ 35.39
55	\$ 28.36	\$ 29.06	\$ 29.79	\$ 30.51	\$ 31.28	\$ 32.06	\$ 32.88	\$ 33.69	\$ 34.53	\$ 35.39	\$ 36.27

19-20 Olympia Technical Professional Administrative Association +4.1%											
	1	2	3	4	5	7	9	11	13	15	20
Level 1	\$ 20.52	\$ 21.02	\$ 21.50	\$ 22.00	\$ 22.56	\$ 23.08	\$ 23.62	\$ 24.21	\$ 24.82	\$ 25.45	\$ 26.06
Level 2	\$ 22.00	\$ 22.56	\$ 23.08	\$ 23.62	\$ 24.21	\$ 24.82	\$ 25.45	\$ 26.06	\$ 26.75	\$ 27.36	\$ 28.08
Level 3	\$ 23.08	\$ 23.62	\$ 24.21	\$ 24.82	\$ 25.45	\$ 26.06	\$ 26.75	\$ 27.36	\$ 28.08	\$ 28.79	\$ 29.52
Level 4	\$ 24.21	\$ 24.82	\$ 25.45	\$ 26.06	\$ 26.75	\$ 27.36	\$ 28.08	\$ 28.79	\$ 29.52	\$ 30.25	\$ 31.01
Level 5	\$ 24.82	\$ 25.45	\$ 26.06	\$ 26.75	\$ 27.36	\$ 28.08	\$ 28.79	\$ 29.52	\$ 30.25	\$ 31.01	\$ 31.76
Level 6	\$ 26.75	\$ 27.36	\$ 28.08	\$ 28.79	\$ 29.52	\$ 30.25	\$ 31.01	\$ 31.76	\$ 32.56	\$ 33.38	\$ 34.23

APPENDIX B – Due Process Conference Form

**Olympia School District
Due Process Conference Form**

Employee's Name: _____

Supervisor's Name: _____

We affirm that a Step I conference was held on this date: _____
Date

See Article IX - Due Process

Employee's Signature: _____

Supervisor's Signature: _____

APPENDIX C -- Shared Leave Transfer Form

PLEASE READ THIS PAGE CAREFULLY BEFORE FILLING OUT DONATION FORM. If you have any questions, please call Human Resources at 360-596-6185.

Purpose: The purpose of the Washington State leave sharing program is to permit state employees, without significantly increasing the cost to the state for leave, to come to the aid of another state employee: 1) who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; or 2) who has been called to service in the uniformed services; or 3) consequence of domestic violence, sexual assault, or stalking and where the fact of either 1), 2), or 3) has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

You may donate annual leave or accrued sick leave.

1. Donations are processed by hours.
2. Do not contribute annual leave hours which would reduce your balance to less than 10 days (80 hours), or the prorated equivalent if you are less than full-time, or contribute any excess annual leave hours that you would otherwise be unable to use because of any approaching anniversary date.
3. Do not contribute accrued sick leave hours which would reduce your balance to less than 22 days.
4. All unused days donated to a specific person will be returned to the donor.
5. No employee shall receive a total of more than 522 days of leave during length of employment.

SHARED LEAVE TRANSFER FORM

I authorize the Olympia School district to transfer _____ hours of my eligible earned sick/annual Leave for:

Unrestricted Pool Donation _____

Specific Donation For: _____
PRINT NAME

By _____ **Bldg. Location** _____ **Date** _____
PRINT YOUR NAME

By: _____
Payroll Supervisor

APPENDIX D -- Grievance Review Request Form

**Olympia School District No. 111
Grievance Review Request Form**

This form is to be utilized when referring a grievance to the Superintendent as provided in Step 2 of the Procedure.

Name _____ of
Grievant: _____

Dates of private conferences as provided in Step 1:

Name of Administrator with whom conferences were held: _____

1. Alleged facts on which the grievance is based:

2. Specific provisions of the Agreement between the District and the Olympia Technical Professional Administrative Association (OTPAA) which are alleged to have been violated:

3. Remedy being sought:

Date

Signature

{Please make 2 extra copies of this form: original to Supervisor, 1st copy to staff member, 2nd copy to OTPAA President(s).}

{Please make 2 extra copies of this form: original to Principal, 1st copy to staff member, 2nd copy to OTPAA President(s).}

APPENDIX E – Just Cause

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, was there evidence or proof that the employee was at fault?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?