



TUMWATER OFFICE
PROFESSIONAL
ASSOCIATION

CONTRACT
2022 – 2024



Tumwater
School District

TABLE OF CONTENTS

1
2 DECLARATION OF PRINCIPLES3
3
4 DEFINITIONS.....4
5
6 ARTICLE I – ADMINISTRATION5
7 SECTION 1 – RECOGNITION5
8 SECTION 2 – CONFORMITY TO LAW5
9 SECTION 3 – DISTRIBUTION OF AGREEMENT5
10 SECTION 4 – STATUS OF THE AGREEMENT6
11 SECTION 5 – JOB DESCRIPTIONS.....6
12
13 ARTICLE II – ASSOCIATION RIGHTS.....6
14 SECTION 1 – RIGHTS OF THE ASSOCIATION.....6
15 SECTION 2 – DUES, DEDUCTIONS AND REPRESENTATION FEES.....7
16
17 ARTICLE III – EMPLOYEE RIGHTS7
18 SECTION 1 – EMPLOYEE RIGHTS7
19 SECTION 2 – DUE PROCESS8
20 SECTION 3 – LAYOFF AND RECALL9
21 SECTION 4 – PERSONNEL FILE.....10
22 SECTION 5 – ASSIGNMENTS, TRANSFERS AND PROMOTIONS11
23 SECTION 6 – HOURS OF WORK AND OVERTIME12
24 SECTION 7 – EMPLOYMENT PROCEDURES AND SENIORITY13
25 SECTION 8 – EMPLOYEE EVALUATIONS.....14
26 SECTION 9 – EMPLOYEE PROTECTION14
27 SECTION 10 – HOLIDAYS AND VACATIONS16
28
29 ARTICLE IV – LEAVES18
30 SECTION 1 – ILLNESS, INJURY AND EMERGENCY LEAVE18
31 SECTION 2 – BEREAVEMENT LEAVE.....19
32 SECTION 3 – MATERNITY LEAVE/CHILD CARE LEAVE20
33 SECTION 4 – NON-SCHEDULED20
34 SECTION 5 – LONGEVITY LEAVE20
35 SECTION 6 – JURY AND SUBPOENA LEAVE21
36 SECTION 7 – FAMILY AND MEDICAL LEAVE ACT.....21
37 SECTION 8 – WASHINGTON STATE PAID FAMILY MEDICAL LEAVE22
38 SECTION 9 – ASSOCIATION LEAVES23
39 SECTION 10 – OTHER LEAVE.....23
40
41 ARTICLE V – SALARIES AND BENEFITS.....23
42 SECTION 1 – SALARIES AND SALARY PLACEMENT23
43 SECTION 2 – INSURANCE BENEFITS.....25

1	SECTION 3 – MILEAGE	29
2		
3	ARTICLE VI – GRIEVANCE PROCEDURE	29
4	SECTION 1 – DEFINITION OF GRIEVANCE	29
5	SECTION 2 – DEFINITION OF GRIEVANT	29
6	SECTION 3 – CONTENTS OF THE GRIEVANCE	29
7	SECTION 4 – DAYS	30
8	SECTION 5 – ALTERNATE PROCEDURES FOR SPECIAL SITUATIONS	30
9	SECTION 6 – REQUIRED FILING PROCEDURES	30
10	SECTION 7 – CLASS GRIEVANCES/ASSOCIATION GRIEVANCES	30
11	SECTION 8 – COOPERATION	30
12	SECTION 9 – PROCEDURES	30
13	SECTION 10 – JURISDICTION OF THE ARBITRATOR	31
14	SECTION 11 – ARBITRATION PROCEDURE	31
15	SECTION 12 – TIMELINES	32
16	SECTION 13 – GRIEVANCE REQUIREMENTS	32
17		
18	ARTICLE VII – MANAGEMENT RIGHTS	32
19		
20	ARTICLE VIII – CONFERENCE COMMITTEE	33
21		
22	ARTICLE IX – OPTIONAL WORKDAYS	33
23		
24	ARTICLE X – MENTOR PROGRAM	34
25		
26	ARTICLE XI – PROFESSIONAL ISSUES	34
27		
28	ARTICLE XII – DURATION	37
29		
30	APPENDIX A – SALARY SCHEDULES	39
31		
32	APPENDIX B – GRIEVANCE FORMS	40
33		
34	APPENDIX C – EVALUATION FORM	45
35		
36	APPENDIX D – WORKDAY CALENDAR	47
37		

DECLARATION OF PRINCIPLES

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

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

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

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

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

1 **DEFINITIONS**

2

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

5

6 The terms, "TOPA/WEA/NEA," or "Association" as used in this Agreement shall refer to
7 the Tumwater Office Professional Association/Washington Education
8 Association/National Education Association.

9

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

13

14 The term "supervisor" or "evaluator" as used in this Agreement shall mean the appropriate
15 District administrator.

16

17 The term "days" shall mean days on which the District is open for business, except as
18 specified herein.

19

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

ARTICLE I - ADMINISTRATION

SECTION 1 - RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for all regularly employed Office Professionals, excluding any person whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the executive head or to the board of directors pursuant to RCW 41.56.030(2).

Furthermore, as each current district central office support Office Professional, which is now excluded by the CBA from the TOPA bargaining unit, becomes vacated due to resignation, termination or death of the current employee, such position shall be deemed to be no longer excluded but included in the TOPA bargaining unit upon the vacant position being filled, unless the position is confidential, supervisory or otherwise exempt from inclusion in the bargaining unit by Chapter 41.56 RCW and P.E.R.C. New district office positions in the clerical classification shall also be included in the TOPA bargaining unit.

Discussions as to whether district support staff positions other than clerical which become vacant and/or upon the creation of other non-clerical district office support staff positions should be included in the bargaining unit shall occur as needed.

SECTION 2 - CONFORMITY TO LAW

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

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

SECTION 3 - DISTRIBUTION OF AGREEMENT

Following ratification of this Agreement, the District and Association shall design and print its content. The cost of printing the Agreement shall be borne equally by both parties. Employees shall have access to this Agreement via the District's website at www.tumwater.k12.wa.us - Departments – HR – Union Contracts – TOPA. A copy of this Agreement with original signatures shall be provided to the Association.

1 SECTION 4 - STATUS OF THE AGREEMENT

2
3 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices
4 of the District which are contrary to, or inconsistent with, its terms.

5
6 SECTION 5 - JOB DESCRIPTIONS/NEW AND OPEN POSITIONS

7
8 The District retains the authority to establish job descriptions. In creating revising or
9 updating job descriptions, TOPA will have the right to provide information and make
10 comments to the District prior to the District finalizing job descriptions.

11
12 Prior to the posting of newly created positions in the Association, the District will consult
13 with the Association for the purpose of Association input on job descriptions and reaching
14 an agreement on the proposed salary placement with regard to the newly created
15 position(s).

16
17 Failure to reach an agreement in a timely manner may result in the District posting a
18 temporary position. If the District and TOPA then fail to reach an agreement, the District
19 shall meet with TOPA for the purpose of bargaining the wages, hours and working
20 conditions of the new or updated positions.

21
22 **ARTICLE II - ASSOCIATION RIGHTS**

23
24 SECTION 1 - RIGHTS OF THE ASSOCIATION

25
26 A. The District agrees to furnish to the Association a copy of the annual school district
27 budget, and an annual list of employees in the bargaining unit showing their hours
28 worked, date of employment and salary placement and any other legally allowable
29 information needed by the Association in order to fulfill its obligation as the bargaining
30 agent. The District shall inform the Association President or designee of all bargaining
31 unit hires, transfers, terminations, and resignations.

32
33 B. Representatives of the Association shall be permitted to transact official Association
34 business on school property during off-duty periods. The Association and its
35 representatives shall have the right to use school buildings at all reasonable hours
36 for meetings according to District policy. The Association shall have the right to use
37 office equipment at reasonable times when such equipment is not otherwise in use.
38 Any consumable items shall be paid for by the Association as well as any repairs
39 necessitated by such use. The Association shall have the right to reasonable use of
40 the inter-school mail facilities and shall be provided with bulletin board/wall space at
41 each facility where bargaining unit members are employed.

42

- 1 C. When any employee representative of the Association or any other employee is
2 mutually scheduled by the parties to participate during working hours in negotiations,
3 grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
4

5 **SECTION 2 – DUES, DEDUCTIONS AND REPRESENTATION FEES**
6

- 7 A. All members of the bargaining unit shall, as a condition of employment, be a member
8 of the Association or pay an amount equivalent to the dues of the Association.
9
- 10 B. The District shall enforce this provision by deducting from the employee's salary, each
11 pay period, the dues required of membership or, for non-members thereof, a fee
12 equivalent to such dues. This provision safeguards the right of non-association of
13 employees based on bona fide religious tenets or teachings of a church or religious
14 body of which such employee is a member. Such employee shall pay an amount of
15 money equivalent to regular Association dues to a non-religious charity or to another
16 charitable organization mutually agreed upon by the public employee affected and
17 the Association. The employee shall furnish written proof that such payment has been
18 made. If the employee and the Association do not reach agreement on such matter,
19 the Public Employment Relations Commission (PERC) shall designate the charitable
20 organization.
21
- 22 C. The District shall transmit the dues to the treasurer of the Association each pay
23 period.
24
- 25 D. The Association agrees to hold the District harmless for any dues paid in excess of
26 authority and/or against any suits brought against the District as a result of action
27 taken by the district pursuant to proper implementation of the provisions of this
28 section.
29

30 **ARTICLE III - EMPLOYEE RIGHTS**
31

32 **SECTION 1 - EMPLOYEE RIGHTS**
33

- 34 A. The private and personal life of any employee is not within the appropriate concern
35 or attention of the District unless it negatively affects the employee's work
36 performance.
37
- 38 B. The provisions of this Agreement shall be applied without regard to Association
39 membership, domicile, race, creed, religion, color, national origin, sex, age, marital
40 status, political activity, or the presence of any sensory, mental or physical disability
41 except as required in accordance with this Agreement or as otherwise provided by
42 law.
43

- 1 C. Employees hired into Temporary TOPA status will have all rights granted under this
2 negotiated agreement, including prorated optional days.
3
- 4 D. The District shall maintain a safe and healthful working environment for all employees.
5 Employees will not be required to work in unsafe or hazardous working conditions.
6 The District will work with sites and programs to respond to ergonomic needs based
7 on assessments performed by a district approved ergonomic specialist. Employees
8 shall not be required to perform tasks that endanger their health, safety, or well-being.
9
- 10 E. Electronic discovery and/or monitoring of employees may be used only to investigate
11 facts directly related to a specific complaint against an employee as further described
12 in this paragraph. Electronic discovery and/or monitoring may be used only
13 retrospectively to investigate the accuracy of a complaint or allegation, or to confirm
14 or refute a defense against such a complaint or allegation. Prior to any such use of
15 electronic discovery the employer shall provide notice to the individual employee.
16

17 SECTION 2 - DUE PROCESS

- 18
- 19 A. No employee shall be disciplined (including verbal warning/documentated verbal
20 warning, written warnings, reprimands, suspensions, or termination) without just
21 cause. The specific grounds forming the basis for disciplinary action will be made
22 available to the employee and the Association upon request.
23
- 24 B. An employee shall be entitled to have a representative of the Association during
25 disciplinary actions as defined above or during any investigatory meeting that the
26 employee reasonably believes could lead to disciplinary action. In the event
27 questioning/discipline involves allegations of illegal/immoral activity, the District shall
28 notify the Association President and the involved employee. When a request for such
29 representation is made, no disciplinary action will be taken against the employee nor
30 shall an investigatory meeting take place until a representative of the Association is
31 present; provided, that the absence of an Association representative shall not
32 unreasonably delay the disciplinary action or meeting.
33
- 34 C. The District agrees to follow a policy of progressive discipline which normally includes
35 verbal warning, written warning, reprimand, suspension with pay, with termination as
36 a final and last resort; however, any disciplinary action taken against an employee
37 shall be appropriate to the behavior which precipitates said action.
38

39 The district may issue a letter of direction to an employee where appropriate. The
40 letter of direction shall only guide and advise employees on future conduct, be non-
41 disciplinary in nature, and shall contain no findings of wrongdoing on the part of the
42 employee. Such letters shall contain no statement that the repetition of the action(s)
43 which gave rise to the letter of direction may result in future disciplinary measures.
44 Such a letter of direction shall not be subject to the grievance procedure.

1 Documented verbal warnings will typically be limited in description, but will serve to
2 verify the nature of the event, date and conversation that occurred between the
3 employee and supervisor. Letters of Direction and Documented Verbal Warnings
4 may be placed in an administrative working file with the employee's knowledge of
5 such placement. Documented verbal warnings shall only be kept in administrative
6 working file for a maximum of one (1) calendar year if no other like incident occurs
7 within calendar year.

- 8
- 9 D. Any complaint or other material of a derogatory or critical reference about an
10 employee that is to be used in the employee's evaluation will be called to the attention
11 of the employee. Any complaint not called in a timely manner to the attention of the
12 employee may not be used as the sole basis for any disciplinary action against the
13 employee.

14

15 SECTION 3 - LAYOFF AND RECALL

- 16
- 17 A. The District retains the right to determine the size of its work force and thereby the
18 number of employees in this bargaining unit. In the event of layoff, the Board shall
19 provide written notice to all affected employees on or before June 1 of the school year
20 preceding the year in which layoff would occur.

- 21
- 22 B. Layoff Procedure and Definitions - Layoff shall be by seniority within each position
23 with the least senior employee being laid off first unless individual skills (e.g.,
24 technology, financial management, etc.) specifically related to the duties of the
25 position are found to substantially outweigh seniority. When the District makes such
26 a determination, it shall, if requested by the impacted employee or the Association
27 set forth in writing to them the specific, job related, individual skills that caused the
28 more junior employee to be selected. Seniority shall be determined by date of hire
29 within the bargaining unit. In the event of more than one (1) individual employee
30 having the same seniority ranking, all employees so affected shall participate in a
31 drawing by lot to determine the position on the seniority list. The Association and all
32 employees so affected shall be notified in writing of a date, place, and time of drawing.
33 The drawing will be conducted openly and at a time and place which will allow affected
34 employees and the Association to be in attendance.

35

36 For the purpose of layoff, lists will be kept by position using district seniority. The
37 skills involved in performing higher ranked positions are presumed to be transferable
38 to positions ranked below them.

39

40 An employee who has been selected for layoff may bump a less senior employee
41 holding a lower ranked position.

1 An employee who has been selected for layoff may bump a less senior employee in
2 a higher ranked position provided she or he previously held the higher ranked position
3 in the district.

4
5 In both cases, either the current pay step would transfer with the employee or the pay
6 step would be recalculated based on years in the new position, whichever is higher.

7
8 C. Recall Procedure - Laid-off employees shall be placed in a reemployment pool within
9 each job position. Rehiring from these pools for existing vacancies shall be made in
10 the reverse order of the layoffs unless the specific individual skills are found to
11 outweigh seniority. No new employees shall be hired to fill existing vacancies until the
12 pool has been exhausted.

13
14 The Board shall give written notice of recall from layoff by sending a registered or
15 certified letter and email to said employee at his/her last known address. The
16 employee's address as it appears in the Board's record shall be conclusive when
17 used in connection with layoffs, recall, or other notice to the employee. Any employee
18 so notified shall have ten (10) District business days from the date of receipt to accept
19 the offered employment except that between the last day of school and August 1, the
20 employee shall have twenty (20) District business days to respond. If the offer is not
21 accepted, the employee shall be removed from the employment pool.

22
23 D. Layoff Benefits - An employee may prepay full costs of the current health and life
24 insurance benefit program for her/himself and for the employee's dependents for a
25 period of one (1) year beginning the month in which layoff is effectuated or the month
26 of September, whichever is later, provided the insurance carrier approves.

27
28 E. All benefits to which an employee was entitled, at the time of his/her layoff, including
29 unused accumulated sick leave, will be restored to the employee upon his/her return
30 to active employment and the employee will be placed on the proper step of the salary
31 schedule according to the employee's experience, but at no less a rate of pay than
32 the employee was receiving at the time of layoff.

33
34 SECTION 4 - PERSONNEL FILE

35
36 A. Employees or former employees shall, upon request, have the right to inspect all
37 contents of their complete personnel file kept within the District. Upon request, a
38 copy, at District expense, of any documents contained therein shall be afforded the
39 employee as soon as reasonably possible. No secret, duplicate, alternate, or other
40 personnel file shall be kept in the District; however, the Association recognizes that
41 working files properly exist.

42
43 B. Any documentation noted in any file directly relating to disciplinary action, complaints
44 or evaluative material about an employee shall be called to the attention of the

1 employee within fifteen (15) working days after its notation/inclusion, and the
2 employee shall have the right to attach his/her own written comments.

3

4 C. Any building level administrative working file shall be available for inspection on the
5 employee's request.

6

7 SECTION 5 - ASSIGNMENTS, TRANSFERS AND PROMOTIONS

8

9 A. All vacancies and new positions within the bargaining unit shall be posted via email
10 to each employee including employees who have been laid off within the last 12
11 months and the Association. They will also be posted on the Public Schools
12 Personnel Cooperative website. Positions shall be posted for not less than five (5)
13 district days. All requests by employees for a change of location or position shall be
14 given in writing to the Human Resources Office. Employees who apply for open
15 positions, and are qualified through District minimum standards, shall be granted an
16 interview for the position. If applicants are substantially equal in skill and
17 qualifications, the most senior applicant shall be offered the position.

18

19 If no qualified bargaining unit applicant is found, and the District has indicated to those
20 interviewed why they were not considered to be qualified for the position, the District
21 may interview outside applicants. Applicants who were not offered an interview may
22 request, in writing, the reasons why they were not qualified.

23

24 B. The right to assign and reassign employees is retained by the District; however, the
25 District will not involuntarily reassign employees until the above paragraph has been
26 implemented. Involuntary reassignment shall not be made if it would cause the
27 employee to work in a lower paid salary classification or for fewer hours per year.

28

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

33

34 D. If a TOPA bargaining unit member is transferred to a different job, the employee will
35 immediately be placed on the appropriate salary schedule.

36

37 E. In the event that an involuntary transfer occurs as defined above, seniority for
38 purposes of layoff and recall shall then be based upon the total number of years of
39 service within TOPA for the person or persons so transferred.

40

41 SECTION 6 - HOURS OF WORK AND OVERTIME

42

43 A. TOPA and TSD will schedule monthly labor management meetings starting in the
44 2022-2023 school year to identify and recommend solutions to current TOPA work

1 place concerns regarding staffing levels, duties and responsibilities, and OP
2 placement level.

3 B. For the 22-23 school year, the District will post 1 four (4) hour OP3, one year only, at
4 each Middle School. These positions will continue through the 23-24 school year.

5 C. For the 22-23 school year, the District will offer, one year only, additional OP6 hours
6 to equal 23 total TOPA hours at elementary schools with 500+ students and 22 total
7 TOPA hours at elementary schools with 400-499 students on or after September 12,
8 2022. These additional hours will continue through the 23-24 school year.

9 TOPA and TSD will develop a school Office Professional staffing model.

10 D. Each employee shall be assigned to a definite shift with designated times of beginning
11 and ending. Draft calendars will be provided 15 school days after Board approval of
12 the school year calendar. Calendars will include the employee's work year. The
13 District will make a good faith effort to notify each employee of his/her tentative hours
14 of work, work site, and date to report to work for the following year. A definite work
15 schedule shall be assigned by September 1. Changes to a work schedule that are
16 mutually agreeable to the employee, the site administrator, and the District, may be
17 made and implemented immediately.

18 All employees with a working day of more than four (4) hours shall receive a thirty
19 (30) minute duty free lunch period. All employees will be granted rest breaks
20 consistent with the employee's work assignment, fifteen (15) minutes for each three
21 (3) continuous hours of work time. All break periods shall occur near the middle of
22 each half shift as is presently practiced by the District. The normal workweek shall be
23 Monday through Friday.

24
25 E. All hours worked beyond the contracted day, require timely supervisor authorization.
26 All supervisor authorized hours worked beyond forty (40) hours per week shall be
27 compensated at one and one-half (1 1/2) times the employee's hourly rate or, if
28 agreed by the direct supervisor, the employee may choose to take compensatory time
29 at the rate of one and one-half (1 1/2) times the overtime worked.

30
31 For year round Office Professionals paid holidays will count towards the forty (40)
32 hours work week.

33
34 F. No bargain unit employee shall be required to supervise students due to late buses.
35 In the event a member works to support the school/students due to late buses, the
36 District will pay additional time from Transportation, paid via timeslip.

37
38 G. Additional hours and/or days may be added to the employee's work year upon mutual
39 agreement between the employee and his/her supervisor. Within the first ten (10)
40 workdays of the school year, each employee shall be informed of his or her
41 designated administrator.

- 1 H. Each site will determine its summer schedule. The site Administrator will notify the
2 District Office of the site's summer schedule. Additional workdays will be part of a site
3 plan presented to the District office. Funding for these days may come from the
4 additional days provided in Article IX or may be funded by the site as part of its site
5 plan.
6
- 7 I. Each building or department administrator will determine whether to offer adjustments
8 to daily work schedules. If permitted, employees may work an adjusted schedule
9 including an option of reduced work days within the week as long as the contracted
10 hours are worked and building needs are met. Such schedule requires prior approval
11 from the building or department supervisor.
12

13 SECTION 7 - EMPLOYMENT PROCEDURES AND SENIORITY
14

- 15 A. The seniority of an employee in the bargaining unit shall be established as of the date
16 on which she/he was first hired by the District into a permanent TOPA Bargaining Unit
17 position or into a position that is subsequently included in the bargaining unit as
18 defined by position.
19
- 20 B. Seniority shall be lost for the following reasons: Any employee who willfully resigns
21 his/her employment with the district and later returns to the district will have, as their
22 seniority date, the new date of hire, except as provided in C below.
23
- 24 C. An employee who leaves the bargaining unit due to authorized unpaid leave,
25 involuntary layoff or who has resigned but returns to the unit within twelve (12)
26 months, shall have their seniority restored, although they shall not accrue seniority
27 for the intervening months. Each employee shall be provided with a seniority list
28 annually by November 1.
29
- 30 D. Seniority rights shall continue to accrue for the following reasons: absence due to
31 industrial injury; paid, authorized absence covered by the leave provision of the
32 agreement; and holidays and vacations.
33
- 34 E. An employee newly hired into the District is personally responsible to pay the cost of
35 the required background check. In the event that the background check of an
36 employee new to the District is not completed prior to the employee's first workday,
37 said employee shall report to work and receive all rights and benefits of this
38 Agreement.
39
- 40 F. An employee who is resigning shall be expected to give two (2) weeks' notice. A
41 resigning employee shall be entitled to all vested, accrued benefits.
42
43
44

1 SECTION 8 - EMPLOYEE EVALUATIONS

2
3 A. All monitoring or observation of the work performance of an employee shall be
4 conducted with the full knowledge of the employee. Unless there has been a previous
5 discussion, an employee shall be given a copy of any evaluation report prepared by
6 his/her evaluators at least twenty-four (24) hours prior to any conference to discuss
7 the evaluation. Employee's signature on such report shall signify only that he/she
8 received the evaluation report. An employee will have the right to submit a signed
9 rebuttal, which shall be attached to the evaluation.

10
11 B. Employees shall be evaluated (see form in addendum) annually by their immediate
12 supervisor prior to June 1 in accordance with the following procedures.

- 13
14 1. Such evaluation shall be issued in the name of the immediate supervisor
15 based on a compilation of reports and observations by the immediate
16 supervisor.
17
18 2. Such evaluation shall be addressed to the employee.
19
20 3. Such evaluation shall be written in objective and/or narrative form and shall
21 include where pertinent:
22 a. strengths of employee;
23 b. weaknesses of employee;
24 c. specific suggestions as to measures which the employee might take to
25 improve her/his performance in each of the areas wherein weaknesses
26 have been indicated.

27
28 SECTION 9 - EMPLOYEE PROTECTION

29
30 A. The District shall hold harmless and defend each employee from claims and damages
31 caused or alleged to have been caused in whole or in part by an employee while
32 working within the scope of his or her duties as an employee of the District. The
33 District shall provide employees with insurance protection covering those employees
34 while engaged in the maintenance of order and discipline and the protection of school
35 personnel and students and the property thereof. Such insurance protection must
36 include liability insurance covering injury to persons and property, and insurance
37 protecting those employees from loss or damage of their personal property incurred
38 while so engaged. The limit of liability provided under this policy for employees'
39 personal property is \$500 per employee for each claim.
40

41 B. The District agrees to follow its policy concerning the dispensing of medication, which
42 shall be in conformity with state law. Training/instruction shall be provided by the
43 appropriate personnel and will be paid at the employee's regular rate of pay or at the
44 overtime rate if applicable. Employees shall not be requested or required to perform

1 any type of medical or health procedure apart from the dispensing of medication,
2 routine first aid or emergency procedures relative to identified (medical alert)
3 students.

4 Effective December 1, 2021, no bargain unit employee shall be requested, required
5 or expected to cover the Health Room in a staff's absence or supervise students who
6 are experiencing illness symptoms. In the exceptional case when the Health Room
7 must be covered by a TOPA member, 1) the TOPA member will be compensated at
8 the daily TAP substitute rate in addition to their regular rate of pay via timeslip and 2)
9 the event will be reviewed by the Principal and HR Director to identify solutions.

10

11 C. The District will support and assist employees with respect to the maintenance of
12 control and discipline of students in the employee's assigned work area. The District
13 will ensure that an administrator or other certificated employee is designated and
14 available during the workday to handle student discipline problems.

15

16 D. The District shall provide HIV/AIDS and Hepatitis B training according to law.
17 Employees shall be paid at their regular rate of pay or at the overtime rate, if
18 applicable, for all time required in attendance. The District shall make arrangements
19 for Hepatitis B injections for at-risk employees, as defined by statute and by the
20 District, and at no cost to the employee. Employees may opt not to receive such
21 injection by signing the appropriate District form.

22

23 E. To the extent allowed by law, employees shall be promptly informed when they are
24 potentially exposed to contagious diseases and illnesses and they shall be instructed
25 as to prevention and protection from the illness or disease and/or provided with
26 treatment.

27

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

33

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

36

37 H. Employees will be provided time off without loss of pay when appearing in a court
38 proceeding relating to an action involving the employee which occurred as a result of
39 and within the scope of his/her employment. Should an assault occur on an employee
40 while acting within the scope of his/her employment, up to five (5) days lost shall not
41 be deducted from sick leave or any other leave. Assault is defined in the District
42 Handbook or District Policy or State Law.

43 <https://app.leg.wa.gov/rcw/default.aspx?cite>

44

1 SECTION 10 - HOLIDAYS AND VACATIONS

2
3 A. All school year Office Professionals shall receive the following paid holidays which
4 fall within their work year:

- | | | |
|----|------------------------|------------------------|
| 5 | | |
| 6 | Veterans' Day | New Year's Eve |
| 7 | Thanksgiving Day | New Year's Day |
| 8 | Day after Thanksgiving | Martin Luther King Day |
| 9 | Day before Christmas | Presidents' Day |
| 10 | Christmas Day | Memorial Day |
| 11 | Day after Christmas | Independence Day |

12
13 Any school year Office Professionals who's contracted calendar start date falls
14 before Labor Day shall receive the following paid holiday(s) which fall within their
15 work year:

- 16
17 Labor Day

18
19 And, provided that the day before Thanksgiving is a student half day on the District
20 published calendar: Half Day before Thanksgiving Day.

21
22 As a pilot through the 23-24 school year, school offices may be closed to the public
23 thirty minutes after school releases on ACT days and all student half days,
24 excluding days that have scheduled parent teacher conferences. Employees may
25 use this time for daily work, collaboration, or use of earned compensatory time in
26 collaboration with the building principal.

27
28 TOPA and TSD will hold a collaborative meeting no later than May 31, 2024 to
29 review and assess all feedback to determine the success and the continuance of
30 the program for upcoming school years.

31
32 All year-round Office Professionals shall receive the following paid holidays which
33 fall within their work year:

- | | | |
|----|------------------------|------------------------|
| 34 | | |
| 35 | Labor Day | New Year's Eve |
| 36 | Veterans' Day | New Year's Day |
| 37 | Thanksgiving Day | Martin Luther King Day |
| 38 | Day after Thanksgiving | Presidents' Day |
| 39 | Day before Christmas | Friday of Spring Break |
| 40 | Christmas Day | Memorial Day |
| 41 | Day after Christmas | Independence Day |

42
43 B. Employees required to work on the above holidays shall receive double pay for the
44 hours actually worked on the holiday(s).

- 1 C. Secretaries (School Year Office Professionals on levels 1-7) shall accrue vacation
2 at the following rates:
3
- 4 1. Employees in their first (1st) through fourth (4th) year of employment shall
5 accrue vacation at one (1) day per month worked.
6
 - 7 2. Employees in their fifth (5th) through ninth (9th) year of employment shall
8 accrue at 1.25 days per month worked.
9
 - 10 3. Employees in their tenth (10th) year of employment and beyond shall accrue
11 vacation at the rate of 1.67 days per month worked.
12
 - 13 4. Employees in their fifteenth (15th) year of employment and beyond, shall
14 receive one (1) additional vacation day per year.
15
 - 16 5. Employees in their twentieth (20th) year of employment and beyond, shall
17 receive one (1) additional vacation day per year.
18
 - 19 6. Employees in their twenty-fifth (25th) year of employment and beyond, shall
20 receive one (1) additional vacation day per year.
21
 - 22 7. Annual vacation accruals shall be rounded to the nearest whole day (.49 down,
23 .50 up).
24
- 25 Year-Round Office Professionals shall accrue vacation and non-scheduled leave at
26 the following rates:
27
- 28 For the 22-23 school year only, Year-Round Office Professionals will have five (5)
29 previously accumulated vacation days converted to Non-Scheduled Leave days.
30
- 31 1. Employees in their first (1st) through third (3rd) year of employment shall
32 receive ten (10) days of annual vacation and 5 days of non-scheduled leave.
33
 - 34 2. Employees in their fourth (4th) through sixth (6th) year of employment shall
35 receive twelve (12) days of annual vacation and 5 days of non-scheduled leave.
36
 - 37 3. Employees in their seventh (7th) through ninth (9th) year of employment shall
38 receive fifteen (15) days of annual vacation and 5 days of non-scheduled leave.
39
 - 40 4. Employees in their tenth (10th) year of employment and beyond shall receive
41 twenty (20) days of annual vacation and 5 days of non-scheduled leave.
42
 - 43 5. Employees in their fifteenth (15th) year of employment and beyond shall receive

1 twenty and a half (20.5) days of annual vacation and 5 days of non-scheduled
2 leave.

3

4 6. Employees in their twentieth (20th) year of employment and beyond shall receive
5 twenty-one (21) days of annual vacation and 5 days of non-scheduled leave.

6

7 7. Employees in their twenty-fifth (25th) year of employment and beyond shall receive
8 twenty-two (22) days of annual vacation and 5 days of non-scheduled leave.

9

10 Vacation leave shall be cumulative to thirty-two (32) days and shall be nontransferable.

11

12 Non-Scheduled leave shall be cumulative to ten (10) days and shall be nontransferable.

13

14 Employees, at their option, will be able to cash out up to five (5) Non-Scheduled leave
15 days, annually, at the employee's regular rate of pay. Such requests must be made by
16 June 1 of the current school year.

17

18

ARTICLE IV - LEAVES

19

SECTION 1 - ILLNESS, INJURY AND EMERGENCY LEAVE

20

21

22 At the beginning of each work year, twelve (12) days illness, injury and emergency leave
23 shall be available to all employees at their equivalent hourly rate with unused days of this
24 leave to accumulate to a maximum not to exceed the number of days in the employee's
25 work year. For the purpose of this section, an emergency is defined as a problem that has
26 been suddenly precipitated or is unplanned, or where pre-planning could not relieve the
27 necessity for the employee's absence. Sick leave cash out (see Article IV, Section I.E) will
28 be limited to the statutory maximum of one hundred eighty (180) days.

29

30 Employees may be given the option of an alternative work assignment, with their direct
31 supervisor's approval due to quarantine by the local health jurisdiction, building closure,
32 illness, or other similar reasons.

33

34 A. After an illness or injury of more than five (5) consecutive days, the employee shall
35 present a doctor's statement attesting to the employee's illness, if requested to do so
36 by the Superintendent or designee.

37

38 B. Personal illness caused by pregnancy, childbirth and recovery therefrom shall be
39 considered as a personal illness and as such shall be subject to the above
40 requirements.

41

42 C. Emergency use of this leave shall be granted for use in the case of illness in the
43 immediate family (spouse, partner, child, parent, in-laws, sibling, uncle, aunt, nephew,
44 nieces, grandparent, grandchild, step-relatives, or another household member). A

1 doctor's excuse shall be provided for leave of illness relating to a family member if
2 requested by the Director of Human Resources. Up to five (5) days per event may be
3 granted in the case of childbirth by the employee's partner.
4

5 D. If an employee terminates his/her employment prior to the end of the work year and
6 such employee has used more illness, injury, and emergency leave days than months
7 worked, such excess days shall be withheld from the employee's payroll.

8 E. Cash Out - Consistent with RCW 28A.400.21 0, RCW 28A.400.220, and WAC
9 392-136, and to the extent authorized by said law, employees may cash in unused
10 sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's
11 monetary compensation for four (4) accumulated sick leave days. At the employee's
12 option, he/she can cash out unused sick leave days in January of the school year
13 following any year in which a minimum of sixty (60) days of sick leave is accrued and
14 each January thereafter, at a rate equal to one (1) day's monetary compensation of
15 the employee for each four (4) full days of accrued sick leave. The employee's sick
16 leave accumulation shall be reduced four (4) days of each day compensated. No
17 employee may receive compensation for sick leave accumulated in excess of one (1)
18 day per month, a maximum of twelve (12) days per year, and/or one hundred eighty
19 (180) days. At the time of separation from school district employment due to
20 *retirement or death, an eligible employee or the employee's estate shall receive
21 remuneration at a rate equal to one (1) day's current monetary compensation of the
22 employee for each four (4) full days accrued sick leave for illness or injury. Provisions
23 of this leave shall be administered in accordance with rules and regulations adopted
24 now or as hereafter amended.
25

26 *For the purposes of this provision, retirement shall be defined as when an employee
27 is eligible to receive benefits under Washington State Teacher's Retirement System
28 (WSTRS), Public Employees Retirement System (PERS) or School Employees
29 Retirement System (SERS).
30

31 F. An employee who is unable to perform his/her duties because of personal illness,
32 family illness, maternity or other disability may request leave of absence without pay
33 following exhaustion of sick leave.
34

35 G. An employee who is absent from work due to an injury covered by State Industrial
36 Insurance may collect accrued sick leave for the days missed less the amount of any
37 worker's compensation award made for disability due to said injury.
38

39 H. Accumulated sick leave is transferable from one school district to another or from one
40 agency to another as provided by state law.
41
42
43
44

1 SECTION 2 - BEREAVEMENT LEAVE

2
3 Leave at the employee's regular rate of pay will be available for a maximum of five days
4 (5) per occurrence, non-cumulative and non-transferable to be granted in the case of
5 death of any of the following family members; spouse, partner, child, parent, sibling and
6 in-laws, uncle, aunt, nephew, niece, grandparent, grandchild, step-relatives, or household
7 member.

8
9 SECTION 3 - MATERNITY LEAVE/CHILD CARE LEAVE

10
11 A. An employee shall be eligible for illness and injury leave for the period that she is
12 unable to work due to the pregnant condition or complications relating to childbirth. A
13 physician must certify that the pregnancy or complications prevent the employee from
14 performing her job duties. If the employee requests leave without pay to care for the
15 newborn, such leave shall be granted for the remainder of the work year in which the
16 unpaid leave is requested.

17
18 B. Additionally, up to one (1) year of childcare leave without pay shall be granted to an
19 employee covered by this Agreement for the care of a natural or adopted child. The
20 employee shall notify his/her immediate supervisor as soon as possible of his/her
21 intention to take such leave and his/her planned time for return to work.

22
23 C. At the conclusion of leave under either A or B above, the employee shall be returned
24 to the employee's former position, if available, or to as similar position as possible. If
25 no position is available due to budget or program reduction, the employee shall be
26 treated according to the layoff provisions of this Agreement.

27
28 SECTION 4 - NON-SCHEDULED LEAVE

29
30 A. Leave will be granted at five (5) days per work year. This leave will not be granted
31 the first and last five (5) workdays of the school year, unless the supervisor approves.
32 The use of these days shall be mutually scheduled between the immediate
33 administrative supervisor and the employee. Advance notice is not required when an
34 employee is prevented from reporting to his/her building by a situation which is
35 serious, unavoidable, or of major importance involving potential hazard, provided that
36 the employee informs his/her supervisor as rapidly as possible of the employee's
37 inability to report on time.

38
39 B. Such leave shall be cumulative to ten (10) days and shall be nontransferable.
40 However, no more than three (3) employees may be absent from any one work site
41 on any day, under such leave, unless the work site supervisor approves.

42
43 C. Employees, at their option, will be able to cash out accumulated non-scheduled leave
44 at the employee's regular rate of pay for up to five (5) leave days annually. Such

1 requests shall be made in writing to the Superintendent or Superintendent's designee
2 by the last workday of each year, payable in the final pay warrant of the employee's
3 work year.

4

5 SECTION 5 – LONGEVITY LEAVE

6

7 Each bargaining member who has worked as a permanent employee for five (5) years in
8 the District shall receive one (1) leave days per year.

9

10 Each bargaining member who has worked as a permanent employee for ten (10) years in
11 the District shall receive one (1) additional leave days per year. Total of two (2).

12

13 Each bargaining member who has worked as a permanent employee for fifteen (15) years
14 in the District shall receive one (1) additional leave days per year. Total of three (3).

15

16 Each bargaining member who has worked as a permanent employee for twenty (20) years
17 in the District shall receive one (1) additional leave days per year. Total of four (4).

18

19 Such leave shall be cumulative to six (6) days and shall be non-transferable. The leave
20 day shall be scheduled at the employee's discretion with the supervisor's approval and is
21 subject to limitations regarding the first five (5) and final ten (10) working days of the school
22 year. No more than two (2) employees may be absent from any one work site on any day,
23 under such leave, unless the work site supervisor approves. Such leave may be used in
24 one-half (1/2) day increments.

25

26 Employees, at their option, will be able to cash out any accumulated Longevity Leave at
27 the employees regular rate of pay. Such requests shall be made in writing by the last work
28 day of the school year. Such payment shall be made in the July paycheck.

29

30 SECTION 6 - JURY AND SUBPOENA LEAVE

31

32 Leave will be granted to employees to serve as jurors and subpoena witnesses. Regular
33 salary will be paid, provided, the employee provides documentation of dates of jury
34 service. If documentation of jury service is not provided, the employee's non-scheduled
35 leave shall be used to the extent available to maintain the employee's regular salary;
36 thereafter, undocumented jury service shall be treated as unpaid leave. Any
37 reimbursement of expenses received by the employee for jury service shall be retained
38 by the employee with no adjustment to district compensation.

39

40 Prior to the District's substituting Non-scheduled Leave or unpaid leave for undocumented
41 jury service leave, the District shall notify the employee of its intent to do so, giving the
42 employee sufficient time to secure the necessary documentation of dates of service.

43

44

1 SECTION 7 - FAMILY AND MEDICAL LEAVE ACT

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- A. In accordance with the Family and Medical Leave Act, and in addition to any other leave provisions in the Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay during any twelve (12) month period in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave, intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.
- B. An employee shall be eligible to use the provision of this section if the employee was employed 1250 hours or more during the immediately previous twelve (12) month period.
- C. A "serious health condition" means an illness, injury, impairment, or physical condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.
- D. While an employee is on Family and Medical Leave the District and the employee shall continue to make their respective contributions to the employer's benefit so that the employee shall continue to receive benefits just as if the employee were not on leave.
- E. When foreseeable, the employee must provide 30 days' notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide such notice as is practicable.
- J. The District may require the employee to provide certification from employee's health care provider, or a family members health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform his/her job functions. Upon return to work, the District may require the employee provide certification from his/her health care provider that the employee is able to resume work.

1 SECTION 8 – WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE ACT

2
3 Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical
4 Leave under the Washington State Family and Medical Leave and Insurance Act. To be
5 eligible, employees must have worked a minimum of 820 hours within the previous calendar
6 year. Such leave shall be used consecutively with the employee's other leave entitlements
7 unless the employee elects otherwise. The District shall use the state insurance as the
8 carrier to ensure on going compliance with the law. When such leave is used for
9 pregnancy/maternity disability, the District shall maintain health insurance benefits during
10 the periods of approved leave.

11
12 Such leave shall be used consecutively with the employee's other leave entitlements at
13 the employee's election.

14
15 The twelve-week benefit period shall be defined as sixty (60) workdays (exclusive of
16 weekends, hoidays and school breaks)

17
18 Employee may elect not to access leave entitlements (FMLA, PFMLA) beyond
19 accumulated sick leave.

20
21 The District will notify all employees about the premium and benefits available under
22 PFML. The District will also notify employees who have a qualifying event and facilitate
23 their claim to ESD, upon request.

24
25 When accessing PFML insurance, an employee may supplement from accumulated
26 illness, injury and emergency leave an allowance up to the difference between the PFML
27 benefit and the employee's regular compensation.

28
29 When an employee anticipates needing to utilize both PFML and sick leave, they shall
30 have the option of using PFML prior to utilizing sick leave. An employee cannot be
31 compelled to exhaust or use sick leave prior to accessing PFML.

32
33 SECTION 9 - ASSOCIATION LEAVE

34
35 The District shall grant the President or designee(s) Association leave with pay to attend
36 meetings, conferences, etc. of the local, state, and national Association not to exceed
37 twenty (20) days per year. The Association shall determine which employees are
38 authorized to use Association leave. The Association shall reimburse the District for the
39 salary of the released employee's substitute.

40
41 SECTION10 - OTHER LEAVES

42
43 Absences for reasons other than stated in the above leave section shall be allowable only
44 at the sole discretion of the Board.

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ARTICLE V - SALARIES AND BENEFITS

SECTION 1 – SALARIES AND SALARY CLASSIFICATIONS

- A. Salaries for employees subject to this Agreement are contained in Appendix A. Increment steps shall take effect on the first day of each work year. An employee shall receive increment credit advancement when employed one-half (1/2) or more of the previous work year. Employee’s annual salaries shall be paid in twelve (12) monthly payments.
- B. The payment of salary for each employee shall be on the last calendar day of each month, excluding Saturday or Sunday or legal holidays.
- C. Salaries contained in Appendix A shall be for the entire term designated on Appendix A. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
- D. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of the Agreement if possible, and in any case not later than the second pay day.
- E. Direct deposit of an employee's monthly wage/salary may be made to participating banks, credit unions, or other similar institutions, provided the employee completes required paperwork within designated timelines. All compensation owed to an employee leaving the District shall be paid on the next regular payday.
- F. The District shall report all hours that an employee has worked in all capacities in the District, whether straight time or overtime, to be counted toward retirement, subject to the rules and regulations of the Public Employees Retirement System.
- G. Salary increases for each year of this Agreement will be the State specified amount for each year plus any additional amount that is negotiated by the parties, applied to Appendix A. Increments will be paid in addition.
- H. The District shall reimburse employees for the cost of all fees, certificates, health tests, and in-service expenses that are necessary for the employee to retain his/her position.
- I. Office Professional classifications will be determined using the Tumwater Office Professional Classification Matrix as outlined in Appendix D. All employees shall be paid appropriate to their placement on the Classification Matrix based on years of experience of the employee in positions requiring similar skills, duties, and responsibilities.

- 1 J. A Classification Review may be initiated by a unit member to review the classification
2 of their position. The unit member and president shall meet with the HR Director or
3 designee to present reasons for the classification review. The employee shall receive
4 a response within thirty (30) workdays. If the employee's request is approved the
5 employee will receive the higher rate of pay retroactive to the date the request was
6 made, or, if the request was made in the prior fiscal year, retroactive to their work
7 year start date.
8
- 9 K. Employees who are denied reclassification may appeal to the Superintendent within
10 twenty (20) days of the decision. The Superintendent, or designee, shall render a
11 decision with twenty (20) days of receipt of appeal. If the Superintendent rejects
12 appeal, the union may file for binding arbitration. Subsequent requests for
13 reclassification may be made after one calendar year from the initial request.
14
- 15 L. If at any time, the District wishes to reclassify any position in the bargaining unit, the
16 District shall initiate a classification review.
17
- 18 M. In the event that the District assigns an employee to perform services regularly
19 performed by an employee with or without a bargaining unit classification having a
20 higher rate of pay, the assigned employee shall be paid at the higher rate. The
21 assigned employee will be paid at the step equivalent to their current placement on
22 the salary schedule, while performing work at the higher classification.
23
- 24 N. Call-back work time for available employees will be paid for a minimum of two (2)
25 hours at time and one-half (1-1/2) of the employee's hourly rate. Employees
26 contacted and performing work by telephone or electronically shall be paid a minimum
27 of fifteen (15) minutes at the applicable rate. All such charges will be made to building
28 budgets or district departments depending on who generated the request.
29
- 30 In general, no employee will be required to respond to a work call when they are off
31 duty. If an employee responds to a work call during off-duty hours they will be paid
32 for fifteen (15) minutes or the time taken, whichever is greater, for any call which is
33 taken and results in work related action or decision making. All such charges will be
34 made to building budgets or district departments depending on who generated the
35 call.
36
- 37 O. District does not require bargaining unit employees to respond to right response
38 situations.
39
- 40 P. The District and TOPA shall form a committee with equal representation from both
41 parties to establish a process to provide credit to employees with prior relevant work-
42 related experience for placement on the salary schedule. At the initial meeting, the
43 committee shall develop a work schedule. Once the process has been agreed upon,

1 the committee shall make a recommendation to the entire bargaining committee for
2 the succeeding contract.
3

4 SECTION 2 - INSURANCE BENEFITS

5
6 A. For each year of the Agreement the District shall provide the state health benefit
7 allocation per FTE (excluding the retiree subsidy) toward the payment of premiums
8 for approved insurance plans. Employees who are less than a full (1.0) FTE (1440
9 contracted hours) shall receive prorated allocations until December 31, 2019 or SEBB
10 implementation, whichever occurs first.

11 Health Benefits Assistance Pooling

12
13 In addition, the District shall contribute to the TOPA Health Benefits Pool as follows:

14
15 \$848 per year per FTE
16

17 Pending health benefit transition to SEBB. If the state does not implement the
18 transition in January 2020, the District will continue to pay assistant pooling at the
19 rate of \$848 per FTE per year through the 2019-20 school year of SEBB transition,
20 whichever occurs first.

21
22 Until December 31, 2019 or SEBB implementation, whichever occurs first,
23 insurance benefits shall be pooled according to state regulations.

24
25 The pool will be distributed as follows:

26
27 a. The pooled amount will first be applied to the basic benefits (dental, life
28 insurance, vision and medical).

29
30 b. The balance will be equally distributed among members of the bargaining unit. If
31 a bargaining unit member's premiums are fully paid, the excess will be pooled
32 and distributed equally among those members of the bargaining unit who have
33 remaining out-of-pocket insurance premium expenses until the pool is fully
34 utilized.

35
36 c. In the event of a double-levy failure, and at the request of either party, the District
37 and the Association agree to meet and bargain Article V, Section 2, "Insurance
38 Benefits".

39
40 B. An employee on authorized leave of absence may elect, provided the insurance
41 policy so allows, to keep in force insurance coverage in effect prior to the leave of
42 absence. The premium cost is solely the responsibility of the employee unless the
43 employee is on leave under the terms of the federal Family and Medical Leave Act.
44

1 C. Employees shall be eligible to enroll in insurance plans only during the District open
2 enrollment period; however, new employees may enroll within thirty (30) days of their
3 initial employment date and shall be included in the bargaining unit insurance pool.
4 Employees shall be notified by the first day of work each year as to the specific
5 enrollment dates. Employees who transfer from one bargaining unit position to
6 another shall remain in the bargaining unit insurance pool, retain their previous
7 coverage, and shall be accorded that proration of the amount in paragraph A above
8 that corresponds to their new FTE if different from their previous FTE.

9
10 D. Members of the bargaining unit shall be eligible to participate in the District "Section
11 125" pay plan. Employees will be eligible to contribute their medical insurance payroll
12 deduction through the "Section 125" pay plan if they desire and sign up during open
13 enrollment.

14
15 E. **School Employees Benefit Board (SEBB) Program** – The District shall pay the full
16 portion of the employer contribution to the School Employees Benefit Board (SEBB)
17 for insurance program as adopted in the School Employees Health Care Coalition
18 agreement for all employees who meet the eligibility requirements outlined below.
19 The employer contribution will be equal to the state funded allocation rate and will be
20 paid throughout the school year. For purposes of benefits provided under the SEBB,
21 school year shall mean September through August.

22
23 Benefits provided by SEBB will include but not limited to:

- 24 • Basic Life and accidental death and dismemberment insurance (AD&D)
- 25 • Basic Long-term Disability
- 26 • Vision
- 27 • Dental including orthodontia
- 28 • Medical Plan

29
30 Employees are eligible to participate in the SEBB offered Medical Flexible Spending
31 Arrangement (FSA) Dependent Care Assistant Program (DCAP). Employees will also
32 have the option of enrolling in a Health Savings Account (HSA) when a qualifying
33 High Deductible Health Plan (HDHP) is selected for their medical insurance. In
34 addition, employees will be able to utilize payroll deduction for any supplemental
35 insurance that they choose to enroll through SEBB (e.g. increased AD&D, Long-term
36 disability, etc.)

37
38 F. Dependent Coverage for the Purpose of SEBB – Legal spouses, state-registered
39 partners, children up to age 26 (biological and adopted children, children of the
40 employee's spouse or state-registered domestic partner, children for which a court
41 order of divorce decree created a legal obligation to provide support or health care
42 coverage) and children of any age with a developmental or physical handicap who
43 are not capable of self-support are eligible for coverage in accordance with SEBB
44 guidelines.

1 Upon moving to the new plan, should an employee have dependents that were
2 covered as of December 31, 2019 but who no longer qualify for coverage under
3 SEBB, the employee will have the opportunity to enroll these dependents at the
4 employee's cost for a period of up to 36 months. Such payments will be made through
5 payroll deduction by the District and paid to
6 the HCA for this purpose.

7
8 G Eligibility – All employees, including substitute employees, shall be eligible for full
9 insurance coverage under the SEBB program if they work or are anticipated to work,
10 630 hours or more in a school year. All hours worked during the school year shall
11 count for purposes of establishing eligibility. Employees who are hired late in the year
12 but are anticipated to work 630 hours or more the following year are eligible for
13 coverage based on the HCA rules for mid-year hires.

14
15 Paid leave hours shall count towards the 630 hours used to determine eligibility for
16 benefits under this section. Employees on unpaid leave will be considered in an
17 employment status for the provisions of this section. An employee on approved leave
18 under the federal Family and Medical Leave Act (FMLA) or the Washington State paid
19 Family Medical Leave Program may continue to receive the employer contribution
20 towards school employees benefits board (SEBB) insurance coverage in
21 accordance with the federal FMLA or RCW 50A.04.245.

22
23 For an employee on leave without pay who is no longer anticipated to meet the
24 eligibility standard for employer paid insurance benefits by the end of the school
25 year, the employee will have the option of self-paying the premium to HCA for such
26 period of time as is allowable under SEBB guidelines, FMLA. Federal law, or the
27 State's PMLA program.

28
29 Once eligibility is established, it shall be maintained for the remainder of the eligibility
30 year under the conditions described in WAC 182-31-050.

31
32 H Benefit Enrollment/Start – An annual open enrollment period of at least thirty calendar
33 days or as specified by SEBB shall be provided each year. Employees may make
34 changes to SEBB insurance plans and/or coverage during the open enrollment
35 period. As a practice, employees shall be notified by their first day of work as to the
36 specific date of their enrollment into SEBB. Benefit coverage for new employees will
37 begin the first day of the month following the first day of work when it is expected that
38 the employee will work 630 hours, except during the month of September when the
39 employee's benefit coverage will begin in September if the employee is expected to
40 work 630 hours or more during the school year and that employee begins on or before
41 the first day of school in September.

42
43 Should an employee who previously was not expected to be eligible for benefits under
44 SEBB works 630 hours in one year, the employee will become eligible for benefits to

1 begin the month after attaining 630 hours. Should the employee meet the 630 hour
2 eligibility mid-year for two consecutive years, the employee will be anticipated to work
3 630 hours going forward and therefore be eligible for benefits under SEBB.

4
5 I Continuity of Coverage – When a new employee to the District was previously
6 employed by a SEBB employer and was eligible for SEBB coverage, that employee
7 will have uninterrupted benefit coverage if they are anticipated to work 630 hours or
8 more in the school year. If an employee was not anticipated to work 630 hours in a
9 school year but meets that eligibility criteria during the school year, the employee will
10 become eligible for SEBB benefits and will begin coverage in the month following this
11 establishment of eligibility.

12
13 J Benefit Termination/End – Any employee terminating employment shall be entitled to
14 continue receiving the District insurance contribution for the remainder of the calendar
15 month in which the contribution is effective. In cases where separation occurs after
16 completion of full contract obligation (i.e. the end of the student school year in June)
17 resignations will not be effective and benefit coverage will continue until August 31.

18
19 SECTION 3 - MILEAGE

20
21 Employees who, with prior administrator approval, are required to use their cars for District
22 or site business (banking, obtaining supplies, etc.) shall record the mileage thus expended
23 and submit a monthly expense claim at the end of each month.

24
25 Employees shall be reimbursed at a rate to be established by the school board which shall
26 be not less than the state rate per mile.

27
28 **ARTICLE VI - GRIEVANCE PROCEDURE**

29
30 SECTION 1 - DEFINITION OF GRIEVANCE

31
32 A grievance is defined as an alleged violation of a specific section of this Agreement. A
33 grievance shall be only for an act or event which actually occurred.

34
35 SECTION 2 - DEFINITION OF GRIEVANT

36
37 A grievant is defined as an employee, a group of employees or the Association with a
38 grievance.

39
40 SECTION 3 - CONTENTS OF THE GRIEVANCE

41
42 During each step where a grievance is reduced to writing, the written statement shall
43 clearly specify:
44

- 1 A. The facts on which the grievance is based;
- 2
- 3 B. A reference to the provisions in this Agreement which have allegedly been violated;
- 4 and when it occurred; and
- 5
- 6 C. The remedy sought.
- 7

8 SECTION 4 - DAYS

9 Days shall mean days on which the District is open for business, except as specified
10 herein.

11

12 SECTION 5 - ALTERNATE PROCEDURES FOR SPECIAL SITUATIONS

13

14 Provided the employee and the immediate administrative supervisors agree, and the
15 section grieved is not within the purview of the supervisor, Step 1 and/or Step 2 of the
16 grievance procedure may be bypassed and the grievance brought directly to the next step.

17

18 SECTION 6 - REQUIRED FILING PROCEDURES

19

20 Standard District forms, attached as Appendix B, shall be used for the filing of grievances,
21 and reporting the findings of investigations.

22

23 SECTION 7 - CLASS GRIEVANCES/ASSOCIATION GRIEVANCES

24

25 A single grievance claim may be initiated at Step 3 in the interest of a group of employees
26 having a common complaint or in the event of an Association grievance.

27

28 SECTION 8 - COOPERATION

29

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

33

34 SECTION 9 - PROCEDURES

35

36 A grievance must be commenced at Step One within fifteen (15) days of knowledge of
37 action which gave rise to it. A grievance claim shall be processed as rapidly as possible,
38 and the time limits provided shall be strictly observed.

39

40 Step One - As it is most desirable for an employee and the immediate administrative
41 supervisor to resolve problems through free and informal communication, the
42 employee and supervisor shall attempt to do so. However, should such informal

1 process fail to satisfy the claimant, then a grievance may be processed through the
2 succeeding steps.

3
4 Step Two - If, after Step One, the employee feels such would be justified, a formal written
5 grievance may be filed with the administrative supervisor. Such a filing must be within
6 ten (10) days after the Step One discussion. Copies will be transmitted to the
7 superintendent. A hearing, to be conducted within five (5) days after receipt of the
8 grievance, will be scheduled by the employee and the supervisor. Either one or both
9 parties may request assistance from other staff members in a resolution of the
10 grievance. Within five (5) days after the Step Two hearing, the supervisor shall
11 provide the grievant and the superintendent with a written answer to the grievance.
12

13 Step Three - If the grievance is not resolved at Step Two, the employee may refer the
14 grievance to the Superintendent or official designee within six (6) days after receipt
15 of the Step Two answer. A Step Three hearing shall be held within ten (10) days of
16 receipt of the Step Two appeal. Each party shall have the right to include such
17 witnesses, as it deems necessary, to develop facts pertinent to the grievance. Upon
18 conclusion of the hearing, the Superintendent or designee will provide, within five (5)
19 days, the written decision to the grievant.
20

21 Step Four - If the grievance has not been adjusted to the satisfaction of the grievant at
22 Step Three within the specified time, the grievance may be submitted by the
23 Association within five (5) days to final and binding arbitration. Such arbitration shall
24 be conducted by an arbitrator from the Federal Mediation and Conciliation Service or
25 the American Arbitration Association.
26

27 SECTION 10 - JURISDICTION OF THE ARBITRATOR

28
29 The arbitrator shall have no power to alter, add to or subtract from the terms of this
30 Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area(s)
31 of the contract as cited in the grievance form.
32

33 SECTION 11 - ARBITRATION PROCEDURE

34
35 Absent mutual agreement of the parties on the source of an arbitrator and the rules under
36 which he/she will function, the arbitrator shall be chosen from a Federal Mediation and
37 Conciliation Service panel in accordance with A.A.A. Voluntary Rules. Absent mutual
38 agreement to the contrary, said arbitrator shall function under the American Arbitration
39 Association Voluntary Rules.
40

41 The decision of the arbitrator may be enforced in any court of competent jurisdiction should
42 either party fail to implement the decision. If a suit to enforce the arbitrator's decision is
43 commenced in a court of competent jurisdiction and the initiating party does not prevail in
44 the litigation, such party shall bear the full costs of such action including the adverse

1 party's court costs, legal fees and other related expenses incurred as a result of defending
2 the action.

3

4 A stenographic record of the hearing shall be arranged for upon the request of either party.
5 The requesting party shall pay the cost of such unless the parties agree to share the cost
6 equally.

7

8 Each party shall bear its own costs of arbitration except that the fees and charges of the
9 arbitrator shall be shared equally by the parties.

10 SECTION 12 - TIMELINES

11

12 Any grievance not filed or processed to the next higher step within the timelines herein
13 stated shall be null and void. Failure by the District to respond in a timely manner as stated
14 herein automatically moves the grievance to the next step.

15

16 SECTION 13 - GRIEVANCE REQUIREMENTS

17

18 A. A grievant may be represented at all stages of the grievance procedure by
19 himself/herself or, at his/her option, by an Association representative selected by the
20 Association. If an aggrieved party is not represented by the Association, the
21 Association shall have the right to be present and to state its views at all stages of
22 the grievance procedure.

23

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

29

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

32

33 D. No reprisals of any kind shall be taken by the employee or the Association as the
34 result of information presented by the Board or the school administration during the
35 course of the grievance.

36

37

38

ARTICLE VII - MANAGEMENT RIGHTS

39

40 It is agreed that the statutory as well as the customary and usual rights, powers, functions,
41 and authority of management are vested in management officials of the District. These
42 rights include but are not limited to the right to direct the work force, the right to hire,
43 promote, retain, demote, or take other disciplinary action against employees; the right to

1 release employees from duties because of lack of work or for other scheduling reasons
2 and the right to establish work shifts and duration. The District shall retain the right to
3 maintain efficiency of the District operation by determining the methods, the means, and
4 the personnel by which such operation is conducted. The rights of the District shall be
5 exercised in accordance with and subject to applicable laws, regulations, and the
6 provisions of this Agreement.

7
8 **ARTICLE VIII - CONFERENCE COMMITTEE**
9

10 The Association and District may meet monthly, or upon request of either party, to discuss
11 matters of mutual concern. The meetings shall be jointly scheduled. When a special
12 meeting is requested, it shall be scheduled as soon as practical. The Association shall
13 appoint four (4) members from the bargaining unit: one from each level (elementary;
14 middle school; high school and district office). The Association President and UniServ
15 representative shall also serve on this committee. Provided that not more than one (1)
16 member may be released from a single building in order to attend unless the building
17 administrator agrees.

18
19 **ARTICLE IX - OPTIONAL WORKDAYS**
20

- 21 A. The District will provide six (6) optional workdays each year of this Agreement for
22 building level Office Professionals on levels 1-4). These six (6) optional days will
23 be available for participation in completing self-directed work at site level or for
24 other needs as determined by the employee and the employee's supervisor.

25
26 The District will provide eight (8) workdays each year Office Professionals on levels
27 5-7. These eight days for will be available for participation in completing self-
28 directed work at site level or for other needs as determined by the employee and
29 the employee's supervisor.

30
31 The optional day(s) will be available for participation in self-directed professional
32 activities as determined by the employee and the employee's supervisor. The day
33 will be equal to the number of hours in the employee's regular workday.

- 34
35 B. Any optional workday not utilized within the prior fiscal year will be pooled and
36 reallocated equally among schools to the line item in the principal's budget the
37 following year, to be solely used for TOPA time. The use of the time will be
38 determined by TOPA and building administration. The pool will be available for one
39 fiscal year following the reallocation.

- 40
41 C. Additionally, a pool of building days/hours will be provided at each site. Use of
42 these days will be determined by the principal and office staff.
43
44

1	Elementary schools	< 350 students, 4 days (32 hours)
2		351- 500 students, 5 days (40 hours)
3		501 plus students, 6 days (48 hours)
4	Middle schools	19 days, (152 hours)
5	High schools and TVA	24 days, (192 hours)
6		Career Center OP5, 2 days (16 hours)

7
8 The building day(s) will be available for participation in professional activities as
9 determined by the employee and the employee's supervisor. The day will be equal to the
10 number of hours in the employee's regular workday

11
12 **ARTICLE X - MENTOR PROGRAM**

13
14 The District will provide funds for a Mentor Program for employees. Any new employee,
15 any current employee whose job is changing or any employee whose administrator refers
16 them for assistance can apply to access the funds. A team consisting of one (1) district
17 and one (1) TOPA member will process the applications. The fund will be no less than
18 \$1,000 each year. The Association will be given fund balance and utilization dates upon
19 request.

20
21 Any employee who applies for Mentorship will be notified within ten (10) working days
22 whether he or she is to receive this assistance. If assistance is being denied, the rationale
23 will be included in the notification.

24
25 **ARTICLE XI - PROFESSIONAL ISSUES**

26
27 A. Professional Reimbursement:

28
29 The District will fund annually at the following rate for professional activities including
30 credit/workshop reimbursement, WASWUG, substitutes while employees attend
31 professional activities until May 31, dues for up to two professional organizations per
32 year, and work-related equipment:

33

34	Each Elementary School	\$1,800
35	Each Middle School	\$2,000
36	Each High School	\$2,300
37	Cascadia	\$700
38	TVA	\$700
39	Transportation,	\$700
40	District Office	\$2,850

41
42 To qualify, an employee must apply for and receive site approval before any course
43 work is begun. Each expense should be processed through the proper accounting
44 procedures. These funds may be used to pay for administrator approved

1 classes/workshops (including tuition and credits), conference registration and
2 associated hotel accommodations.

3
4 Association (union) dues may not be paid from this fund.

5
6 As of June 1 annually, the site-pooled monies which have not been expended will be
7 placed into one pool at the District personnel office. In order to access these monies,
8 an employee must apply for and receive approval before any course work is begun.
9 Requests for reimbursement or expenditure from this pool must be received by the
10 District personnel office, along with other approval, no later than August 10 of each
11 year. It is understood that the pool may not be sufficient each year to reimburse
12 employees for all approved organization dues, conferences , course work/workshops
13 or equipment.

14
15 B. Site Teams: An annual stipend of \$1,000 per each and every site member will be
16 provided by the District and will be divided equally among TOPA Site Team members.
17 The employee will sign a contract stipulating the hours to be worked, rate of pay and
18 fill out a monthly time slip.
19 For the 21-22 school year, each site team member will receive one (1) additional hour
20 paid on a stipend to reflect the 2.0% IPD salary increase.

21
22 C. NAEOP: The District will honor the following National Association of Educational
23 Office Professionals (NAEOP) Professional Standards Program achievement
24 recognition schedule:

25

26	Basic	\$400 per year
27	Associate Professional (All Options)	\$500 per year
28	Advanced I	\$600 per year
29	Advanced II	\$700 per year
30	Advanced III	\$800 per year
31	Associates	\$900 per year
32	Bachelor's	\$1,000 per year
33	Master's	\$1,100 per year

34

35 WASBO: The District will honor the following Washington Association of School
36 Business Officials (WASBO) Professional Certification Program for school business
37 personnel achievement recognition schedule:

38

39	CSBS (Certified School Business Specialist)	\$400 per year
40	CSBO (Certified School Business Official)	\$450 per year
41	CSBA (Certified School Business Administrator)	\$500 per year

42

1 Payment for the appropriate certificate will be provided annually at the end of the
2 school year. An employee shall be reimbursed only for the highest certificate that they
3 have earned.

4
5 D. District Required Training/Inservice – Any hours of training, in-service or courses
6 required by the District will be paid at the employee’s regular hourly rate of pay or at
7 the overtime rate, if applicable, for all hours in attendance. Expenses (travel, food,
8 lodging) incurred, fees and tuition will be paid by the department or site requiring the
9 training. Training required by the District as a result of a disciplinary issue will be paid
10 by the District, however, the District’s responsibility is limited to a one-time payment
11 per individual.

12
13 E. The District shall provide (2) hours of ACT per month for training such as Skyward or
14 other relevant training and PLC work within a site of other location, if practical. The
15 District shall provide substitutes during designated time, as needed and available.
16 Administrators shall collaborate with TOPA leadership to determine the best time and
17 day for such collaboration time.

18
19

ARTICLE XII - DURATION

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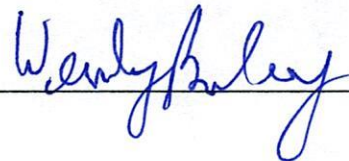
This agreement shall be effective September 1, 2022, and shall be continued until the 31st day of August 2024 with an opener for salary only in the 23-24 school year. A salary opener shall be reopened for the purpose of negotiation at least thirty (30) days prior to September 1, 2023.

This agreement shall be reopened for the purpose of negotiating a successor contract at least thirty (30) days prior to August 31, 2024.

Association:

District:





TOPA President
Title

Executive Director – H.R.
Title

10/25/23
Date

10/25/23
Date

**APPENDIX A
SALARY SCHEDULE**

2017-2018	Step 1	Step 2	Step 3	Step 4	Step 5
	(Yr 1)	(Yr 2)	(Yr 3)	(Yr 10)	(Yr 20)
Office Professional I	24.76	26.02	27.33	27.48	27.76
Office Professional II	22.73	23.79	24.89	24.99	25.21
Office Professional III	22.10	23.23	24.41	24.51	24.73
Office Professional IV	20.11	21.19	22.23	22.33	22.54
Office Professional V	19.27	20.19	21.14	21.24	21.44
Office Professional VI	18.31	19.19	20.10	20.20	20.40
Office Professional VII	17.60	18.30	19.08	19.18	19.37

To qualify for placement on Step 4 Year 10 an employee must be in their 10th year of TOPA seniority (as defined in Article III, Section 7) prior to the start of the employee's contract year.

To qualify for placement on Step 5 Year 20 an employee must be in their 20th year of TOPA seniority (as defined in Article III, Section 7) prior to the start of the employee's contract year.

2018-2019	YR	YR	YR	YR	YR	YR
(BA 1-24-19, retro to start of employee's contract year)	1-2	3-4	5-9	10-14	15-19	20
Office Professional I	27.25	28.75	30.00	31.25	32.50	34.00
Office Professional II	25.50	27.00	28.25	29.50	30.75	32.25
Office Professional III	24.95	26.45	27.45	28.45	29.45	30.70
Office Professional IV	22.55	23.80	24.70	25.60	26.50	27.50
Office Professional V	21.50	22.75	23.75	24.75	25.75	26.75
Office Professional VI	20.85	22.10	22.90	23.70	24.50	25.50
Office Professional VII	20.25	21.00	21.50	22.00	22.25	22.50

Effective with the 2019-2020 school year, year-round Office Professionals will receive a \$.05 per hour premium to compensate for the Half Day before Thanksgiving paid holiday, provided the day before Thanksgiving is a half day for students on the District published calendar.

2019-2020	YR	YR	YR	YR	YR	YR
(includes 2.4% or IPD if higher)	1-2	3-4	5-9	10-14	15-19	20
Office Professional I	27.90	29.44	30.72	32.00	33.28	34.82
Office Professional II	26.11	27.65	28.93	30.21	31.49	33.02
Office Professional III	25.55	27.08	28.11	29.13	30.16	31.44
Office Professional IV	23.09	24.37	25.29	26.21	27.14	28.16
Office Professional V	22.02	23.30	24.32	25.34	26.37	27.39
Office Professional VI	21.35	22.63	23.45	24.27	25.09	26.11
Office Professional VII	OP7 move to OP6 schedule.					

Final TOPA CBA Contract 2022-2024 Salary Only

- 1 The District agreed to a one-year only COVID-related stipend/payment of \$375 for unique
- 2 duties directly related to COVID/Remote Model for the 2020-2021 school year only, for each
- 3 TOPA member. Such stipend would be for duties completed in a new manner due to the
- 4 challenges of COVID 19. Such work includes but is not limited to: support for students and
- 5 families with on-line instruction and technology questions; requirement for flexible hours;
- 6 occasional use of personal equipment; reduced staffing; requirement for off-duty availability.
- 7
- 8 The District agreed to a 1.6% IPD for the 2020-2021 school year.

TOPA - 2020-2021	YR 1-2	YR 3-4	YR 5-9	YR 10-14	YR 15-19	YR 20
Office Professional I	28.35	29.91	31.21	32.51	33.81	35.38
Office Professional II	26.53	28.09	29.39	30.69	31.99	33.55
Office Professional III	25.96	27.51	28.56	29.60	30.64	31.94
Office Professional IV	23.46	24.76	25.69	26.63	27.57	28.61
Office Professional V	22.37	23.67	24.71	25.75	26.79	27.83
Office Professional VI	21.69	22.99	23.83	24.66	25.49	26.53

9

TUMWATER SCHOOL DISTRICT	2021-2022 SALARY SCHEDULE					
TOPA - BA 06/20/22 2.0% IPD, Retro to start of employee contract year	YR 1-2	YR 3-4	YR 5-9	YR 10-14	YR 15-19	YR 20
Office Professional I	28.92	29.79	31.83	33.16	34.49	36.09
Office Professional II	27.06	28.65	29.98	31.30	32.63	34.22
Office Professional III	26.48	28.06	29.13	30.19	31.25	32.58
Office Professional IV	23.93	25.26	26.20	27.16	28.12	29.18
Office Professional V	22.82	24.14	25.20	26.27	27.33	28.39
Office Professional VI	22.12	23.45	24.31	25.15	26.00	27.06

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TUMWATER SCHOOL DISTRICT	TOPA SALARY SCHEDULE 2022-2023					
5.5% INCREASE FOR 22-23 SY - Retro paid to the start of employees contract	YR 1-2	YR 3-4	YR 5-9	YR 10-14	YR 15-19	YR 20
Office Professional I	30.51	31.43	33.58	34.98	36.39	38.07
Office Professional II	28.55	30.23	31.63	33.02	34.42	36.10
Office Professional III	27.94	29.60	30.73	31.85	32.97	34.37
Office Professional IV	25.25	26.65	27.64	28.65	29.67	30.78
Office Professional V	24.08	25.47	26.59	27.71	28.83	29.95
Office Professional VI	23.34	24.74	26.74	26.53	27.43	28.55

21

Tumwater School District	TOPA SALARY SCHEDULE 2023-2024					
TOPA - OFFICE PROFESSIONALS - 2% above IPD: 7/13/23 Board Approved	STEP 1 YR 1-2	STEP 2 YR 3-4	STEP 3 YR 5-9	STEP 4 YR 10-14	STEP 5 YR 15-19	STEP 6 YR 20
Office Professional I	32.25	33.22	35.49	36.97	38.46	40.24
Office Professional II	30.18	31.95	33.43	34.90	36.38	38.16
Office Professional III	29.53	31.29	32.48	33.67	34.85	36.33
Office Professional IV	26.69	28.17	29.22	30.28	31.36	32.53
Office Professional V	25.45	26.92	28.11	29.29	30.47	31.66
Office Professional VI	24.67	26.15	27.11	28.04	28.99	30.18

APPENDIX B

GRIEVANCE FORMS
TUMWATER OFFICE PROFESSIONALS ASSOCIATION

TUMWATER SCHOOL DISTRICT NO. 33

Form I (A)

COMPLAINT BY THE AGGRIEVED

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

Type or Print:

Aggrieved Person _____ Date of Formal Presentation _____

Building Name _____ Building Telephone _____

Immediate Supervisor _____

Years in School System _____ Subject Area or Grade _____

Name of Association Representative _____

Statement of Grievance:

Action Requested:

Signature of Aggrieved

TUMWATER OFFICE PROFESSIONALS ASSOCIATION

Form I (B)

DECISION OF SCHOOL PRINCIPAL, OR IMMEDIATE SUPERVISOR

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

Aggrieved Person _____ Date of Formal Presentation _____

Building/School _____ School Principal/Immediate Supervisor _____

Decision of School Principal or Immediate Supervisor and Reasons Therefore:

Date of Decision _____

Signature of School Principal/Immediate Supervisor _____

AGGRIEVED PERSON'S RESPONSE: (To be completed within 5 days after receipt of decision)

_____ I accept the above decision.

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

Date of Response _____

Signature of Aggrieved _____

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

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

TUMWATER OFFICE PROFESSIONALS ASSOCIATION

Appendix B (continued)

Form II (A)

DECISION OF SUPERINTENDENT/DESIGNEE

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

Aggrieved Person _____ Date of Formal Presentation _____

Date Appeal is Received by Superintendent _____ Date of Hearing Held by Superintendent _____

Decision of Superintendent and Reasons Therefore:

Date of Decision _____ Signature of Superintendent/ Designee _____

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

_____ I accept the above decision by the Superintendent.

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

Date of Response _____ Signature of Aggrieved _____

TUMWATER OFFICE PROFESSIONALS ASSOCIATION

Appendix B (continued)

Form III (A)

DECISION BY SCHOOL BOARD OF DIRECTORS

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

Aggrieved Person _____ Date of Formal Presentation _____

Date Appeal is Received by The Board _____ Date of Hearing Held by the Board _____

Decision of the Board and Reasons Therefore:

Date of Decision _____ Signature of Board Chairperson _____

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

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

_____ I hereby submit this grievance to arbitration.

Date of Response _____ Signature of Aggrieved _____

TUMWATER OFFICE PROFESSIONALS ASSOCIATION

Appendix B (continued)

Form IV

DETERMINATION REGARDING ARBITRATION

Aggrieved Person _____ Date of Formal Presentation _____

Association President _____ Date Request Received for Arbitration _____

DETERMINATION BY ASSOCIATION:

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

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

Date of Determination _____ Signature of Association President _____

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

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

Date of Designation _____ Signature of Superintendent _____

Signature of Association President

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TUMWATER SCHOOL DISTRICT NO. 33
PERSONNEL/HUMAN RESOURCES OFFICE

TOPA EMPLOYEE EVALUATION

Employee Name _____ Date _____

Position _____ School _____

Evaluation Period: School Year _____

ESSENTIAL JOB RESPONSIBILITIES _____

JOB KNOWLEDGE AND PERFORMANCE _____

INTERPERSONAL SKILLS

(Areas to be address: Adaptability; Cooperation; Dependability; Initiative and Decision Making; Communication)

**TUMWATER SCHOOL DISTRICT OFFICE PROFESSIONALS MATRIX
WORK DAY CALENDAR 2022-2023**

POSITION TITLE	DAYS	TYPE
DISTRICT OFFICE ADMINISTRATIVE ASSISTANTS	260	YEAR ROUND
DISTRICT OFFICE ADMINISTRATIVE ASSISTANTS	190	SCHOOL YEAR
ELEMENTARY BUILDING LEAD SECRETARY	200	SCHOOL YEAR
MIDDLE SCHOOL LEAD SECRETARY	200	SCHOOL YEAR
MIDDLE SCHOOL ASB/ATHLETIC SECRETARY	200	SCHOOL YEAR
MIDDLE SCHOOL REGISTRAR	190	SCHOOL YEAR
HIGH SCHOOL LEAD SECRETARY	200	SCHOOL YEAR
HIGH SCHOOL ASB/ATHLETIC SECRETARY	200	SCHOOL YEAR
HIGH SCHOOL REGISTRAR	205	SCHOOL YEAR
HIGH SCHOOL SECRETARY	190	SCHOOL YEAR
TVA REGISTRAR	205	SCHOOL YEAR
TRANSPORTATION LEAD SECRETARY	200	SCHOOL YEAR
COUNSELING SECRETARY	190	SCHOOL YEAR
SPECIAL EDUCATION SECRETARY	190	SCHOOL YEAR
OFFICE PROFESSIONAL 5-6	183	SCHOOL YEAR

Note: TOPA and TSD will discuss changes to calendar contracted days during the 22-23 Labor Management meetings in order to determine the all TSD schools opening day for the 23-24 school year.