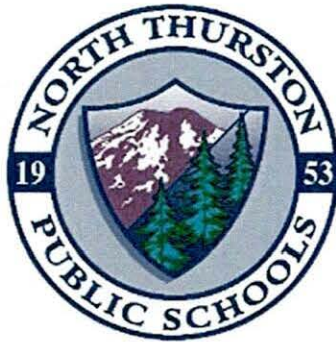


**COLLECTIVE BARGAINING
AGREEMENT**

September 1, 2024 – August 31, 2027



North Thurston

**Interpreters Association
and**

**North Thurston
Public Schools**

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act; and to set forth prescribed rights and working conditions of the classified employees of North Thurston Public Schools, this Agreement is made and entered into on September 1, 2024, by and between North Thurston Public Schools and the North Thurston Interpreters Association.

ARTICLE I - ADMINISTRATION

Section 1.1 - Recognition

North Thurston Public Schools (hereinafter referred to as the "District") hereby recognizes the North Thurston Interpreters Association/Washington Education Association/Chinook Uniserv Council/Washington Education Association (hereinafter referred to as the "Association") as the exclusive bargaining representative for all school interpreters for the deaf.

Section 1.2 - Definitions

The term "employee" or "regular employee" when used hereinafter shall refer to all classified employees represented by the Association.

The term "interpreter" shall mean interpreter for the deaf, hard of hearing and deaf/blind.

The term "days" shall mean workdays as opposed to "calendar" days, unless otherwise defined in this Agreement. For the purposes of calculating sick leave, holiday pay, bereavement leave, or any other approved leave, a day shall consist of the number of hours assigned to work per day.

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

Section 1.3 - Conformity to Law

In the event a provision of this agreement is determined to be contrary to law, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory

replacement of such provision(s). Should any article, section or portion of this Agreement be held unlawful or invalid in any court, agency, ruling or opinion of the attorney general or be in conflict with existing state laws, such decision shall apply only to the article, section or portion thereof directly specified in such decision or opinion.

The remaining provisions of this Agreement shall remain in full force and effect. In the event a provision is determined to be unlawful or invalid, such provisions shall be renegotiated.

Section 1.4 - Distribution of Agreement

Within thirty (30) days following ratification of this Agreement, the District shall make its contents available to unit members on the District website. The District shall post a copy of the Agreement on the District website for each member of the bargaining unit to access. The District shall provide a printed copy of the Agreement upon request. The District shall make the Agreement available to all new employees on the District website. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

Section 1.5 - Status of Agreement

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

This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.

If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

Section 1.6 - Agreement/Administration/Interpretation

Upon request by either party, the Association officials and District administrators shall meet to discuss problems relating to interpretation or compliance with this Collective Bargaining Agreement. When a request is made, the meeting shall be held as soon as practical.

The District will meet with representatives of the Association at least three (3) times per year for contract administration.

Section 1.7 - No Strike/No Lockout

The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout employees during the term of this Agreement.

ARTICLE II – MANAGEMENT RIGHTS

There is reserved exclusively, to the North Thurston Public Schools, all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitution of the State of Washington and of the United States. It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and District policies relating to the duties and responsibilities of classified employees and their working conditions.

ARTICLE III – ASSOCIATION RIGHTS

Section 3.1 - Association Rights

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business provided, however, such meetings must be scheduled with the building principal and shall not have precedence over routine educational use or over previously scheduled use by other agencies.
- B. Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences, or meetings with representatives of the District shall suffer no loss of pay but nothing contained herein shall be construed to require such activities to be scheduled during regular school hours.
- C. The following documents shall be furnished electronically to the Association upon request or unit members may access this information on the District website:
 - 1. annual financial report
 - 2. annual budget
 - 3. staff postings of openings

- D. The District shall provide a list of new employees electronically to the Association each month.
- E. The Association shall have the right to reasonable use of the District's email and internal mail service.
- F. Association members will have the right to use District facilities and equipment, including computers, copiers, audio, visual, and office equipment at reasonable times to conduct Association business when such equipment is not otherwise in use. Direct operating costs associated with such use will be borne by the Association.
- G. The Association and its representatives will have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.
- H. The District shall grant up to ten days per year of leave with pay to employees for Association purposes as determined by the Association President or designee. The leave must be scheduled in advance with the employee's supervisor. The Association will reimburse the District for the cost of the employee's substitute.

Section 3.2 - Dues Deductions and Representation Fees

- A. The District will provide for payroll deduction of Association dues and representation fees upon authorization by the employee. Payroll deduction authorizations submitted by the first day of the month will be recognized as effective for that month.
- B. The Association agrees to hold the District harmless for any dues paid in excess of authority and/or against any suits brought against the District as a result of action taken by the District pursuant to proper implementation of the provisions of this section.

ARTICLE IV - PERSONNEL

Section 4.1 - Layoff and Recall

In the event the District determines the need to eliminate a position, the least senior member of the classification shall be impacted. Positions may be terminated by the District for reasons of financial necessity (including levy failure or reduced state funding), reduced enrollment, or program changes. In the event of layoff, the District

shall provide written notice to all affected employees and the Association not less than thirty (30) calendar days prior to the date of layoff.

The term "layoff" as used herein refers to action by the board reducing the number of employees in the District. It does not refer to decisions to discharge or non-renew an individual employee for just cause.

Section 4.2 - Layoff Procedures and Definitions

Layoff shall be by seniority. Substitute experience will be excluded when computing seniority. The least senior shall be laid off first. Probationary employees shall not have seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Seniority shall be determined by:

- A. Seniority shall be defined as continuous length of service as of the employee's first workday within the bargaining unit as a regular employee, including any authorized leave and shall be used for the purpose of layoffs.
- B. Seniority shall accrue while in paid status. When an employee is in unpaid status due to sick or medical leave, seniority shall accrue for a maximum of six (6) months. During other leaves, seniority shall not accrue.
- C. For leaves granted for which seniority does not accrue, the district shall adjust the employee's seniority date by the same number of days as in unpaid status.
- D. Employees will be provided notice in writing whenever their seniority date is changed by the District.

By November 1st of each school year, the District will publish and distribute to the Association a seniority list ranking each employee from greatest to least seniority.

A finalized list shall be provided to the Association by March 1st of each year which shall include all corrections, deletions, and additions of personnel for the school year.

In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

In the event special qualifications exist for a particular position, a less senior employee may be retained over a more senior employee to fill the special position. In such event,

the more senior employee and the Association shall be notified of the reasons for such a seniority "override." A seniority override shall also apply to the reemployment pool when a position requiring special skills is available. Seniority override decisions shall not be arbitrary or capricious.

Employees shall not be "bumped" or reduced in seniority ranking by employees that are not represented by the Association.

Section 4.3 - Re-employment Pool

Laid-off employees shall be placed in a reemployment pool. Existing vacancies filled from this pool will be in reverse order of the layoff. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, providing that:

- A. Failure to accept a proposed assignment within five (5) workdays of receipt of written notice or telephone contact, whichever is sooner, shall forfeit employment rights for the employee. Notice shall be deemed effective on the certified date of mailing.
- B. The District shall give written notice of recall from layoff by sending a certified letter to said employee at his/her last known address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice to the employee. Employees shall be held in the employment pool for a period of one (1) year, September 1 through August 31, following receipt of notice of layoff.

Section 4.4 - Layoff Benefits

Any employee laid off shall retain accrued benefits if the employee is rehired by the District. An employee who is laid off shall have the right to continue health insurance coverage through COBRA, if eligible.

Section 4.5 - Personnel File

- A. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the employer may be present in any review of personnel files.
- B. No evaluation, correspondence, or other material shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach comments.

- C. After the school year following a disciplinary letter or action, the employee may request to have the disciplinary letter or action reviewed for removal from the personnel file. The Executive Director of Human Resources will review the disciplinary letter or action and make a determination of whether or not to remove the document. If the request is denied, the employee may revisit their request annually.
- D. At the request of the employee, the employer shall include in the employee's personnel file college transcripts and certificates of completion identifying successful participation in job-related training.

Section 4.6 - Due Process

- A. No employee shall be formally disciplined without just cause (see 7 Tests of Just Cause, Appendix B). The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
- B. An employee shall be entitled to have a representative of the Association present during any formal disciplinary action. When a request for such representation is made, no formal action shall be taken until the Association representative is present.
- C. The District agrees to follow a policy of progressive discipline which includes verbal warnings, written warning, reprimand, suspension, with termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Based on the severity of the action which leads to discipline, the Executive Director of Human Resources or designee retains the right to bypass step(s) of the progressive discipline process.
- D. Any complaint or other material directed to the District will be called to the attention of the employee within ten (10) days of receipt of the complaint. Any complaint not called to the attention of the employee within ten (10) days may not be used as the basis for any disciplinary action against the employee.
- E. New employees shall serve a probationary period of ninety (90) workdays. During this probationary period, they may be terminated at the discretion of the District.

Section 4.7 - Employee Rights

- A. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties.

- B. There will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, religion, color, national origin, sexual orientation, including gender expression or identity, marital status, domicile, honorably-discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular employee involved.

Section 4.8 - Evaluations

- A. Each employee shall be observed and evaluated at least annually by the employee's assigned administrative supervisor. The employee shall sign each evaluation report. The signature does not signify agreement with the report, rather that the employee has reviewed it with the supervisor. Evaluation reports shall be compiled from identifiable data which shall be made known to the employee. Areas needing improvement shall be made known to the employee within five (5) workdays of observation.
- B. Evaluation reports shall be presented to each employee by the immediate supervisor in accordance with the following procedures:
 - 1. Such reports shall be completed by the immediate administrative supervisor or program director but may include feedback from cooperating teachers and other education support professionals who work with the employee. Feedback from cooperating teachers and other support professionals will not be the sole basis of the evaluation.
 - 2. Such reports shall be addressed to the employee.
 - 3. Such reports shall be written in objective and/or narrative form and shall include, when pertinent:
 - a. Strengths of employee as evidenced during periods of the previous report.
 - b. Weaknesses of employee as evidenced during periods of the previous report.
 - c. Specific suggestions of measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

4. Additional reports and observations other than by the immediate supervisor used in the observation report shall be identified as to source.
- C. Additional observations of signing skills shall be performed, upon request, by a certified interpreter outside of the interpreter association who has signing expertise in an educational setting.
- D. No Association member will be asked to perform evaluation observations on other members of the unit. Members may perform observations for the purpose of peer coaching when the members mutually agree to do so.

Section 4.9 – Workday/Year and Job Assignment

- A. Employee's base calendar shall be for 180 days, plus three additional days designated on the calendar for professional development activities per item K of this section. Each employee shall be notified prior to opening of school of job assignment(s), start and end times, number of hours per day, number of days to be worked and starting date. An employee whose schedule is reduced due to lack of enrollment or programmatic needs during the work year by more than one (1) hour will be provided directions on how to access the electronic job posting site. The District shall attempt to assist the employee in recouping the loss of hours for that year. The Association shall be informed of the names of individuals who are so reduced.
- B. All hours worked beyond forty (40) hours per week, or on non-designated shift Saturdays, on Sundays and holidays, shall be compensated at one and one-half (1.5) times the employee's hourly rate. If a co-curricular position is open after shift, which requires sign language interpreting, the position will be filled first by existing interpreters in building, then by interpreters in District. If no bargaining unit interpreters are available, an outside interpreter will be hired. If a co-curricular position occurs during a shift, a job switch can occur with the prior approval of the principal and the special education administrator.
- C. Each shift of five (5) hours or more shall include a thirty (30) minute, unpaid and uninterrupted lunch period which shall be scheduled as near the middle of the shift as possible unless otherwise agreed upon by the employee and supervisor. Any employee assigned to three (3) continuous hours shall receive a ten (10) minute rest period which shall be scheduled as near the middle of the shift as possible unless otherwise agreed upon by the employee and supervisor.
- D. Required travel time shall be provided in addition to an employee's duty-free lunch.

- E. Interpreters who substitute for another interpreter, before or after their regular shift, shall receive their regular rate of pay.
- F. All regularly scheduled interpreting beyond the contracted day shall be paid at the standard hourly rate of pay. Events such as club meetings, sports (including bus time) conferences, try-outs, practice, IEP meetings, drama practice, student registration, orientation, prep time for graduation or other student activities shall qualify under this provision. In the event of a special event occurring during the school day, such as OJP, interpreters shall be compensated at a differential special event rate of sixty (\$60) dollars per hour for the actual time worked. All regularly scheduled interpreting beyond the contracted day shall be paid in the case of student absence. In the case of prolonged absence of a student, the affected interpreter shall notify the Principal, Special Services, or the Deaf Education Coordinator to determine work schedule. An employee scheduled to interpret for an after-school student activity will be compensated for actual time worked.
- In the event of a student absence, with less than eighteen (18) hours' notice, the employee will be paid a minimum of two (2) hours or half of the assignment if scheduled for more than four (4) hours.
 - In the event of a student absence, with less than eighteen (18) hours' notice for a before school activity, an interpreter will be paid for actual time scheduled at the employee's standard hourly rate of pay.

Interpreters requested to interpret for students at special events (for example: graduation, banquets, concerts, plays, honor and awards nights, etc.) will be paid at sixty (\$60) dollars per hour with a two-hour minimum, plus mileage if applicable. In the event an employee does not receive documented notice of a cancellation of an assignment eighteen (18) hours in advance, or in the event that thirty (30) minutes have passed and a job assignment is a "no-show", said employee shall be paid for the entire length of assignment.

Interpreters requested to interpret ADA and Special Event work done on the weekend will be paid time and a half (1.5 times) at sixty (\$60) dollars per hour.

- G. Interpreters requested to interpret for adults and community members outside contract day in accordance with the Americans with Disabilities Act, will be paid at sixty (\$60) dollars per hour with a two-hour minimum, plus mileage if applicable. In the event an employee does not receive documented notice of a cancellation of an assignment twenty-four (24) hours in advance, or in the event that thirty (30) minutes have passed and a job assignment is a "no-show," said employee shall be paid for the entire length of assignment. When an employee interprets for adults and/or community members during their contracted day, they will be paid differential pay at sixty (\$60) per hour for actual hours worked,

plus mileage if applicable.

- H. No interpreter will be expected to provide ADA service during the student day except when the employee is not scheduled to provide student services, or unless a substitute is available.
- I. Mandatory meetings before or after shift, shall be paid at normal hourly rate unless employee exceeds forty (40) hours. If notice of mandatory meeting is less than twenty-four (24) hours, approval will be granted after the activity.
- J. When requested and approved by the principal and/or the special education administrator, an interpreter may be involved as the signing interpreter or a participant at an IEP meeting. The same person cannot be the participant and interpreter at the IEP meeting. Upon request, interpreters may be involved in the MDT meeting or may be asked to provide professional input to the MDT.
- K. Employees shall receive payment of three (3) workdays designated on the district calendar for professional development activities. With supervisory approval, at least one of these days may be flexibly scheduled to accommodate attending a conference on an otherwise non-workday.
- L. Employees shall receive payment of an additional nineteen and one half (19.5) hours for planning and collaboration. These days shall be self-directed and be calculated in the interpreter's salary.
- M. Any hours of interpreting beyond the contracted workday will be offered first to an existing Interpreter in the building, then to Interpreters in District. This provision includes the extended school year and summer offerings.
- N. If two or more Interpreters in a building want the same assignment, the principal and the director of a specific activity will make the final decision. The decision will be based on the qualifications, knowledge of the activity, seniority, student need, and equal sharing of opportunity for extra hours.
- O. The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. Interpreters are not responsible for the primary supervision or management of students, for discipline or behavior purposes due to the nature of their interpreter responsibilities. The District will ensure that an administrator, certificated employee, or other employee assigned specifically to behavior management is designated and available during the workday to handle student discipline or behavior problems.

- P. The District will provide a pair(s), (interpreter and team interpreter) of interpreters for activities, after the regular workday, that requires continuous interpretation of more than one (1) hour. Prior written approval will be provided by the building principal and/or special education administrator and participation is voluntary. Should there be only one interpreter available, said interpreter shall be entitled to receive double time pay at their hourly rate for their services rendered during events designated for team interpreters.
- Q. All virtual ADA jobs lasting more than 30 minutes will require two (2) interpreters to meet the high demand of a virtual setting.
- R. Interpreters may be asked to provide instructional support for a student if the educational team decides it is appropriate. The teacher shall provide all materials, curriculum, and instructions prior to each session. The interpreter shall not be responsible to teach new content to students.

Section 4.10 - Report for Work

Employees shall report to their work site at the time specified by their supervisor. Employees must maintain accurate records of their hours worked on an appropriate District form. Employees shall be compensated fully for hours worked.

Section 4.11 - Employee Protection

- A. The District agrees to provide liability insurance for the purpose of protecting employees from becoming liable for bodily injury and property damage due to circumstances related to their employment.
- B. The District further agrees to provide coverage for employee-owned auto liability for the purpose of protecting employees from bodily injury and property damage liability while operating their own vehicles while on school business. Such coverage shall be for the excess over the employee's personal automobile insurance coverage whereby the District coverage is secondary or supplementary. Employees are not to be required to transport students in personal vehicles.
- C. The District shall also provide employee personal property coverage for the purpose of covering loss or damage to employees' personal property while engaged in maintaining order, discipline, and protection of school personnel up to five hundred dollars (\$500). Such insurance shall be at fifty dollars (\$50) deductible, covering the excess only of other collectable insurance. The damage or loss must have occurred on school property.

- D. All insurance coverage in this section is limited and subject to the insurance contract and decisions of District carriers. An employee may not claim damages to the District in addition to, or in lieu of, the insurance coverage, decision, or settlement.

Section 4.12 - Vacancies, Transfers, and Assignments

Section 4.12.1 - Vacancies

Except for a three (3) day emergency, posting vacancies shall be posted for at least five (5) days prior to interviewing candidates outside the District. Employees who wish to transfer to a different building or grade level that is open due to a vacancy will notify the Union president and Special Education Director, who will then meet to discuss transfer. The decision will be based on seniority, qualifications, and student needs. The District will consult with the Association but reserves the right to bypass seniority based on student and program needs.

Section 4.12.2 - Hiring Practices

Any newly hired interpreter must have met the EIPA (Educational Interpreter Performance Assessment) standard of 4.0 in both the written and performance skills assessment before being hired.

If a candidate who has not met the standard is considered for hiring, the candidate must demonstrate adequate signing skills for the position. Whenever possible a certified member of NTIA will be included on the hiring committee.

Candidates who have not met the EIPA standard, but who are deemed able to perform adequately, shall be given one year of probationary employment. The District shall assist the employee to pass the EIPA assessment. The employee must continue to attempt the assessment(s) and demonstrate to their school district's satisfaction their ongoing efforts to successfully achieve the standards as set by the Professional Educator Standards Board (PESB). (See Section 6.7)

Section 4.12.2 - Voluntary Transfers

The District shall attempt to obtain voluntary employee transfers before involuntarily transferring employees.

Section 4.12.3 - Involuntary Transfers

If there are no qualified volunteers, the District may involuntarily transfer employees based on the seniority, qualifications, and student needs, The District reserves the right to bypass seniority based on student and program needs and shall engage in conversation with the union prior to implementation of the change. When a more senior

employee is transferred over an employee with less seniority, the person being transferred may request and shall be given the reasons for bypassing seniority from the hiring administrator.

Section 4.12.4 - Assignments

If two interpreters mutually agree to exchange assignments between buildings, they may request this exchange through the Special Education Department. The exchange will be facilitated if at all possible. The exchange will be evaluated at the end of the school year. If the parties wish to continue the exchange, they must make a new request for the following year.

In the event the program becomes overstaffed due to shifts in enrollment, the District will collaborate with the Association to consider placing interpreters in teaming assignments in order to maintain staffing levels and provide the best services to the students.

Section 4.13 - Inclement Weather Conditions

If severe weather conditions make it necessary for the District to declare a school or schools closed, regular full-time and part-time employees shall make up the day(s) when school is rescheduled. In cases of school late start, employees are expected to report to work as regularly scheduled. Personal or emergency leave must be used to cover the absence if the employee is unable to report to work at their regular scheduled start time unless other arrangements are agreed to with their supervisor.

Should the District determine that a work location or the District as a whole will operate on a late start or early dismissal schedule due to severe inclement weather, conditions caused by severe inclement weather, a natural disaster, or other emergency circumstances, the following shall apply:

1. Employees are expected to report to work at their regularly scheduled time, or as soon as they safely can, and remain for their regularly scheduled day or as long as safely possible, given the conditions. Employees who report to work late or must leave prior to their regular end of shift will be allowed one (1) hour of paid time for safe travel, not to exceed their regularly scheduled hours.
2. Employees who are not able to arrive within the first hour or must leave more than one hour at their regularly scheduled time, or who must leave prior to their regular end of shift, may use emergency leave, or be permitted to make up all time lost via arrangement with their supervisor Administrator.
3. Regular school-year employees are not required to report to work when their

buildings are closed, however will substitute another day of service when schools make up any missed day(s); Salary shall not be deducted for such time losses.

4. If the District applies for and receives a waiver of missed school days for students, bargaining unit members shall have the following options to make up the missed time with no loss of pay:
 - a. Remote work provided by Administrator and/or lead teacher,
 - b. Trade time worked out with the Administrator,
 - c. Sick or Personal Leave,
 - d. Additional non-student days added to the end of the student calendar with District provided training or Administrator provided work.

Section 4.14 - Working Conditions

- A. The District shall comply with and provide safe and non-hazardous working conditions for employees at their place of employment in accordance with all Occupational Safety and Health Administration, Centers for Disease Control and Prevention, federal, and state laws and regulations for public and employment safety. Should the District be made aware of any district work environments which are in conflict with any mandated workplace health and safety regulations, the District will follow established practices for alerting employees and the Association.
- B. In the event a work environment has been confirmed and documented to be in conflict with the mandated health and safety regulations, employees will work with administration on the possible implementation of alternative work location and/or assignments. Alternative work location may include a new space onsite or alternative work offsite until the employee's workspace has been deemed safe.

Alternative work assignments may include remote work opportunities or flexible scheduling, or a change in work location. Employees may also utilize available leave or leave programs as applicable. Appropriate personal protective equipment will be provided at all work sites.

Employees believing that a workplace environment is unsafe or hazardous shall follow the appropriate reporting procedures as outlined in the District's safety manual. The District shall follow all reporting timelines, protocols, and procedures in compliance with the Occupational Safety and Health Administration, Centers for Disease Control and Prevention, federal, and state laws and regulations.
- C. During a period of school closure, the District may determine that remote work is an option or is required for some Bargaining Unit Members. In such cases the following shall apply:
 1. The District shall notify the Association of the availability of remote work.
 2. Remote work assigned shall be relevant and reflect the employee's current job

- description and duties.
3. Any day where Bargaining Unit Members are required to work remotely or hold virtual office hours shall count as part of their contract year.
 4. Appropriate hardware and internet connectivity shall be provided.
 5. No employee shall be required or expected to use their personal cell phone or computer to communicate with parents, students, staff, or supervisors.

Section 4.15 – Electronic Discovery

Electronic Discovery

The District and the Association agree the purpose of video cameras, audio recordings, and GPS units is to provide the District a tool to maximize efficiency and safety. However, this section does not pertain to criminal or misconduct investigations. Video, audio, and GPS may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance. Video evidence can be used to confirm or deny specific allegations that could result in employee discipline. Video, audio, and GPS will be viewed only by supervisory employees or designee for investigative purposes only.

ARTICLE V – LEAVES

For purposes of this article immediate family is defined as spouse, domestic partner, children, parents, sister, brother, niece, nephew, grandparents, grandchildren, aunt, uncle, and/or custodial relationships. The aforementioned immediate family terms include in-law and step relationships.

Section 5.1 - Sick Leave

At the beginning of each year, twelve (12) days sick leave will be granted to all employees at their equivalent hourly rate to accumulate up to one hundred and eighty (180) days. If an employee terminates their employment prior to the end of the work year, and such employee has used more sick leave days than months worked, such excess days shall be withheld from the employee's payroll.

Section 5.2 - Sick Leave Utilization

Employees must notify their supervisor of pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and services should such substitute services be provided.

A. Illness

Accumulated leave will be available for utilization as needed, provided, however, that in instances of extended absence, beyond five (5) consecutive scheduled workdays, the employee will provide medical verification of the illness and fitness to return to work as may be required. Failure to submit such verification shall result in payroll deduction at the employee's pay rate for the time missed.

B. Injury

Injuries that occur while off the job will be treated as illness for the purpose of this contract. Employees injured on the job will have the option to choose whether to use sick or personal leave and/or benefits provided by ESD 113 Workers' Compensation Trust.

C. Planned Medical Leaves

Surgeries or anticipated medical leave which will necessitate the use of sick leave are to be reported by the employee to their immediate supervisor at a reasonable time before the leave is required to be taken. Maternity, childbirth, and recovery shall be considered a form of illness for the purpose of this leave, provided that verification of the employee's medical need is certified by a physician in the event of an absence of more than five (5) consecutive scheduled days as is required above.

D. Emergencies

In the event of an emergency or illness in the immediate family of an employee, accumulated sick leave may be utilized.

E. Cash-Out

Consistent with RCW 28A.400.210 and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days.

At the employee's option, unused sick leave days can be cashed out in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days of each day compensated. No employee may receive compensation for sick leave accumulated in excess of one hundred and eighty (180) days.

At the time of separation from the District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full

days accrued sick leave for illness or injury.

For the purposes of this provision, retirement will be defined as when an employee is eligible to receive benefits under Washington State School Employee Retirement System (SERS) or Public Employee Retirement System (PERS).

F. Maternity, Paternity, Childbirth and Recovery from Childbirth

Shall be considered approved uses for sick leave. Verification by a physician is required for absences of more than five (5) consecutive days. An employee's accrued sickleave may be used for immediate family as defined in this Article.

An employee adopting a child may use accrued sick leave for the employee meeting with an adoption agency, attorney or physician, health verification of the employee, home visitations, and travel time to pick up adoptive child. The employee shall provide the District with verification for such absences of more than five (5) consecutive days from the employee's attorney, adoption agency, or physician. The adoption of a child by an employee may qualify for leave under Family and Medical Leave. The employee will retain seniority rights while on maternity, paternity, or adoption leave. However, seniority will not accrue during the leave, except as outlined in this Agreement. At the end of this leave, the employee will be returned to their original position or a similar position.

G. Medical Benefits During Medical Leave

If an employee is taking medical leave, the District will pay for medical benefits through the current school year as provided by applicable leave provisions included in this Agreement. If the employee is taking a non-medical leave, the employee may continue with the District medical plans at the employee's expense.

Section 5.2 Bereavement

A death in the immediate family of an employee will constitute the basis for utilization of five (5) scheduled workdays of leave at or near the time of death, except that the time may be extended, upon prior approval, two (2) additional scheduled workdays because of distance or other extenuating circumstances. Bereavement leave will not be deducted from sick leave.

Section 5.3 - Personal Leave

Employees covered in this Agreement shall be entitled to three (3) days personal leave per year. Unused leave earned under this agreement shall accumulate up to a maximum of six (6) days. The leave is to be approved by the supervisor, requiring twenty-four (24) hour notice, unless mutually agreed to by the supervisor and employee. The leave is to be used for employee personal and business uses which cannot be scheduled

outside regular employment hours. Said leave shall not be deducted from the employee's sick leave nor combined with leave without pay. Three (3) personal leave days may be cashed out annually in June at the Interpreter's regular rate of pay. An employee wishing to cash out personal leave shall notify Financial Services-Payroll in writing no later than June 10.

Section 5.4 - Judicial Leave

When an employee is called for jury service in any municipal, county, state or federal court, the employee shall advise the supervisor and Human Resources immediately upon receipt of such call, and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties.

Section 5.5 - Leave of Absence

- A. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent or designee, an employee may be granted, at the Superintendent's discretion, leave of absence for a period not to exceed one (1) year.
- B. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position as nearly equivalent as possible in duties and salary to that held at the time the request for leave of absence was approved.
- C. The employee will retain accrued sick leave and seniority rights while on leave of absence, except as outlined in this Agreement.

Section 5.6 - Subpoena Leave

A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. This leave is not intended to cover personal litigation of the employee or litigation involved in labor disputes with the employer.

Section 5.7 - Family Medical Leave Act

The District agrees to the provisions of the Family Medical Leave Act and agrees to extend these provisions to unit members of the Association who meet the following criteria:

- 1. Have been employed with the District for at least 12 months; and
- 2. Are benefits eligible.

Section 5.8 – Washington State Paid Family and Medical Leave (PFML)

Employees are eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay 87% of the payroll premium to fund this leave. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Section 5.9 – Professional Development Leave

All interpreters shall have the opportunity to take Two (2) professional development leave days per school year to engage in professional development that is specific to their interpreting job. This leave should be outside personal, sick, or other leave. These days shall be mutually planned and agreed upon by the Association and the District.

ARTICLE VI - SALARIES AND BENEFITS

Section 6.1 - Salary Payment

Salaries shall be paid on the last District workday of the month in twelve (12) equal amounts based upon the annualized hourly rate. Employees may request to be paid September through June and the District will grant the request. Employees working less than four (4) hours per day shall be paid monthly at their hourly rate, and provided further, all employees scheduled to work less than sixty (60) days during the school year regardless of scheduled hours shall be paid on a monthly basis as reported on time slips. Salaries shall be paid as submitted by the employee and verified by the supervisor within District approved procedures and timelines.

Substantial errors of underpayment will be corrected as soon as possible provided the error is reported to the payroll office within three (3) days of payday. Lesser errors of underpayment made by the District and reported by the employee prior to the succeeding month's cutoff date will be made on the next paycheck.

Errors of overpayment of fifty (\$50.00) dollars or more shall be deducted from remaining checks for the year for non-continuing employees. For continuing employees, deductions shall be made as agreed by the employee and the District. In no case shall a continuing employee be required to repay an overpayment at a rate greater than the sum of the monthly overpayment.

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 paycheck.

Section 6.2 - Salaries/Salary Advancement

All employees shall be placed on the attached Salary Schedule, Appendix A, based on years of experience as an educational interpreter as defined by the following:

1. Documented Education interpretation experience in Washington State
2. Documented Education interpretation experience in the United States
3. Documented Experience as an interpreter on 2:1 annual basis with a maximum credit of six (6) years of experience being granted.

Placement on the salary schedule does not override bargaining unit seniority within the District. Employees hired by February 1st of a school year will be granted experience, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in services. Step increase will be effective September 1 of the following school year.

Those hired after February 1st will be granted experience, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in services. Step increase will be effective on September 1st of the second school year.

All non-substitute experience including leave replacement or one-year only will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time.

Long-term substitute district experience of at least six (6) consecutive months in duration in the same bargaining unit position, regardless of the number of hours worked per day, will count toward salary schedule placement.

National certification pay will be implemented retroactively to date of test completion or September 1st of the current school year. No advancement on the salary schedule shall be made until the appropriate documentation of certification is registered with the Human Resources Department.

All new employees must have appropriate documentation of Certification and

experience registered with the Human Resources Department within ninety (90) calendar days of their first day of work in order to be applicable to the current year salary. Documentation received after the cutoff date will be applicable for the following school year. If there are extenuating circumstances which make it impossible to provide the documentation prior to the cut off, the Executive Director of Human Resources or designee may grant an extension.

In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification while performing the work of said classification effective on the first consecutive day of such work.

Section 6.3 - Insurance and Fringe Benefits

Employees working four (4) hours or more per day on a regularly scheduled basis and scheduled to work at least sixty (60) days in a school year shall be eligible for the District's contribution toward insurance premiums.

Employees eligible for benefits may select a medical plan from the District approved plan options to cover the employee, spouse and/or children. All eligible employees are required to participate in the dental, vision, long term disability and life insurance plans; medical plan participation is considered a basic benefit but is optional to the employee.

Employees may also enroll in optional plans made available by the district to include short term disability, a health reimbursement account, et al.

Section 6.4 - Travel Reimbursement

Employees required to use their own vehicles for District business shall be compensated for such travel consistent with current District policy, provided that such usage has prior authorization by the District. Employees shall not be expected or required to transport students or parents in their personal vehicle.

Section 6.5 - Training and Professional Development

Definitions:

- A. Training** - defined as instruction given to an employee currently in a position to enable that employee to perform new and current essential functions of the job.
- B. Professional Development** - defined as programs of a general nature offered as enrichment, to enhance performance in existing positions, attendance at professional conferences, and offerings provided to raise the general level of awareness of

North Thurston Interpreters Association (NTIA)
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September 1, 2024 – August 31, 2027

subjects important to employees regardless of the specific position held.

Section 6.5.1 - Required Training

Employees who attend required training shall receive pay for such attendance at their rate of pay in effect at that time.

Employees will be able to attend training and professional development activities during the workday that are specifically related to their job without loss of pay and benefits upon approval of a principal and/or program administrator.

Section 6.5.2 - Professional Development

Employees may request the District to fund professional development activities to support specific job-related skills, site-based goals, and/or District program goals. Employees may submit requests to utilize the \$1,000 allocation of professional development funds to offset expenses associated with any district-required Interpreter assessments. The employee shall request District approval of the proposed professional activity and complete prior trip approval on District forms.

The District will accept verification of attendance at professional development activities for inclusion in the employee's personnel file.

Employees participating in course work for an ITP (Interpreter Training Program), AA degree or certificate in interpreting, state, or national certification shall bear the costs of the program.

The District will provide professional development of \$1,000 per FTE. Unused professional development funds from any given year may be rolled over and accumulated for use in subsequent years for the duration of this collective bargaining agreement. By July 15th, the District shall provide an annual report to employees detailing the amount of professional development funds allocated, used, and rolled over for each employee.

An employee may request that the District cover travel expenses related to District approved professional development. The employee is responsible for following District approved prior trip and reimbursement procedures. In order to be paid for professional development, the employee must provide proof of registration or proof of payment for RID/NAD/NIC certification or testing. Documentation must be provided to the Special Education Department on or before the tenth (10th) of the month in order for the employee to be paid in the next pay period. No payments for professional development shall be paid for prior fiscal year(s).

Section 6.6 - Longevity

Longevity shall be defined as years of experience within the District and other related Washington State school district experience (RCW 28A.400.300) minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in services. Longevity shall be used for salary placement only.

Section 6.6.1 – Longevity Stipend

At the start of the fifth (5th) year in the bargaining unit, employees will receive a stipend equivalent to two (2) additional days of pay at their normal hourly rate on an FTE basis. This will in effect for years 5-9 in the unit.

At the start of the tenth (10th) year in the bargaining unit, employees will receive a stipend equivalent to three (3) additional days of pay at their normal hourly rate on an FTE basis. This will in effect for years 10-14 in the unit.

At the start of the fifteenth (15th) year in the bargaining unit, employees will receive a stipend equivalent to four (4) additional days of pay at their normal hourly rate on an FTE basis. This will in effect for years 15-19 in the unit.

At the start of the twentieth (20th) year in the bargaining unit, employees will receive a stipend equivalent to six (6) additional days of pay at their normal hourly rate on an FTE basis. This will in effect for years 20+ in the unit.

These milestone payments will be paid on the November payroll and will not be recaptured if the staff member separates from service following November during the school business year and will not be paid or due unless the staff member is employed through November 30th.

Section 6.7 – Maintaining Qualifications & Certification

Section 6.7.1 – Maintaining Qualifications

The Professional Educator Standards Board (PESB) sets performance standards for educational interpreters for the Deaf. These performance standards can be met through one of two available options:

- Educational Interpreter Performance Assessment (EIPA) with a minimum score of 4.0, and the EIPA written test with a passing score; or
- Or, National Interpreter Certification from the Registry of Interpreters for the Deaf (RID), and the EIPA written test with a passing score.

If the educational interpreter does not meet the requirements, they must continue to

attempt the assessment(s) and demonstrate to their school district's satisfaction their ongoing efforts to successfully achieve the standards.

The interpreter may then continue to serve for one calendar year after receiving their most recent educational interpreter assessment results, or 18 months after completing their most recent educational interpreter assessment, whichever period is longer.

By the end of this time period, the interpreter must retake the assessment and achieve the standards. If they do not meet the standards, the interpreter must again demonstrate to the satisfaction of the school district their ongoing efforts to successfully achieve the standards, and plan to retake the assessment. Schools may consult with PESB for guidance in determining whether an educational interpreter has satisfactorily demonstrated ongoing efforts to successfully achieve the performance standards.

Section 6.7.2 - Certification

Once certified, employees will maintain NAD/RID/NIC certification. Failure to maintain such certification will constitute placement at a lower rate of pay, not requiring certification, without recourse to the grievance process.

Section 6.8 - Preparation Time

Six and one half (6.5) hours of mandatory preparation time will be provided for work on the day following Labor Day.

Section 6.9 - Employment Status

If after three (3) years in a one-year-only status and the District staffing allows, the employee shall be changed to continuing status with the District.

Section 6.10 - Lead Interpreter Status

One interpreter to be designated as the lead interpreter annually at the discretion of the Special Education Director. They will be paid an additional \$0.75 an hour and will be a 7.5 hourly employee. The lead interpreter will take care of all scheduling needs including day to day absences, extra-curricular activities, and ADA jobs in addition to setting up all Professional Development days.

Applications for lead interpreter will be submitted to the Special Ed director annually. If more than one interpreter applies, they will have an interview with the Special Ed director and Association representative after which the decision will be made.

ARTICLE VII – GRIEVANCE PROCEDURE

A grievance must be commenced at Step 1 within twenty (20) days of the action which gave rise to it. Grievance claims shall be processed as rapidly as possible, and the time limits provided shall be strictly observed. Failure by the Association to file grievances to move to the next step within the timelines indicated shall cause grievances to be null and void. Failure by the District to respond in a timely manner as stated herein automatically moves the grievance to the next step.

Section 7.1 – Definitions

Definition of Grievance - A grievance is defined as an alleged violation of this Agreement. A grievance shall be only for an act or event which actually occurred.

Definition of Grievant - A grievant is defined as an employee with a grievance.

Days - Days shall mean workdays.

Section 7.2 - Contents of the Grievance

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

1. The specific Agreement section or language of the Agreement which has been allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been violation, misinterpretation, or misapplication of the Agreement.
4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
5. The name of the aggrieved person, the manner in which the employee has been injured and the proposed remedy or remedies for resolution of the grievance.

Days – days shall mean workdays.

Alternate Procedures for Special Situations - Provided the employee and the immediate administrative supervisor agree and the section grieved is not within the purview of the supervisor, Step 1 and/or Step 2 of the grievance procedure may be bypassed, and the grievance brought directly to the next step.

Required Filing Procedure - Standard District forms shall be used for the filing of grievances and reporting the findings of investigations.

Class Grievances - A single grievance claim may be initiated at Step 3 in the interest of a group of employees having a common complaint.

Cooperation -The administration and the employee(s) will furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

A. Step One - Informal

The employee and supervisor shall attempt to resolve potential grievances within twenty (20) days of the action which gave rise to the grievance. The parties shall have ten (10) days to reach a resolution. The District will communicate via District e-mail the outcome of Step 1 to the grievant. However, should such informal process fail to satisfy the claimant, then a grievance may be processed through the following steps.

B. Step Two - Formal

If, after Step One, the employee feels such would be justified, a formal written grievance may be filed with the administrative supervisor. Such filing must be within ten(10) days of the supervisor's step one decision. Copies of the written grievance shall be submitted to the immediate supervisor and Human Resources Department. A meeting, to be conducted within ten (10) days after receipt of the grievance, will be scheduled by the employee and the supervisor. Within ten (10) days after the Step Two meeting, the supervisor shall provide the grievant and the Superintendent or designee with a written answer to the grievance.

C. Step Three - Superintendent

If the grievance is not resolved at Step Two, the employee may appeal the grievance to the Superintendent or official designee within ten (10) days after receipt of the Step Two answer. A Step Three hearing shall be held within Ten (10) days of the receipt of the appeal. At the Step Three hearing each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or designee will provide, within ten (10) days the written decision to the grievant and the grievant's supervisor.

D. Step Four - Arbitration

If the grievance is not resolved at Step Three (3), the Association, at its sole discretion, may advance any grievance to final and binding arbitration within ten (10) days of receipt of the Step Three (3) response.

1. Jurisdiction of the Arbitrator - The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.
2. The District and Association shall mutually agree to engage the services of either the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall be selected from a list provided by the chosen service. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.
3. The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a lawsuit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.
4. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.
5. Grievance Procedure - No reprisals of any kind will be taken by the Board or the school administration against any employee, or the Association, because of his/her participation in this grievance procedure.

ARTICLE VIII - HOLIDAYS

- A. All employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, and Juneteenth.
- B. An employee who meets the following requirements is eligible for holiday pay:

1. The employee is on the active payroll on the date of the holiday.
 2. The employee has worked either the employee's last shift before the holiday or the employee's first scheduled shift after the holiday or is absent from either shift on compensated leave.
 3. The employee is not on unpaid leave of absence.
- C. Eligible employees shall receive pay equal to their normal number of work hours at their base rate of pay in effect at the time the holiday occurs.
- D. Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday plus one and one half (1.5) times their base rate for all hours worked on such holidays.

Article IX – District/Citizens Advisory Committee

The Association President or designee will have the opportunity to request a member of the Association to serve on all district committees for which bargaining units are participating. All findings, conclusions or recommendations of such committees will be available to the Association.

ARTICLE X-DURATION

This Agreement shall become effective September 1, 2024 and shall continue in effect until the 31st day of August 2027.

By mutual agreement, any and all parts of this Agreement may be reopened for negotiations.

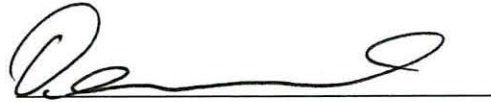
For the ASSOCIATION:



Nicole Hanner
President, NT Interpreters Association

Date: 8/20/24

For the DISTRICT:



Derrick Pete
Executive Director, Human Resources

Date: 8-20-24



Rodney O'Neill
Vice-President, NT Interpreters Association

Date: 8/20/24

APPENDIX A- INTERPRETER SALARY SCHEDULE

Interpreter	Years 1-2	Years 3-4	Years 5-6	Years 7-8	Years 9-10	Years 11+
Base	\$37.52	\$38.28	\$39.01	\$39.77	\$40.52	\$41.32
AA	\$39.77	\$40.58	\$41.36	\$42.15	\$42.95	\$43.81
BA	\$42.03	\$42.86	\$43.69	\$44.54	\$45.38	\$46.29
MA	\$44.27	\$45.16	\$46.03	\$46.92	\$47.82	\$48.77
National Cert	\$48.03	\$48.99	\$49.95	\$50.92	\$51.89	\$52.93

Lead additional \$.75 per hour

2024-25	3.70%	
2025-26	IPD + 1%	
2026-27	IPD or 4%	Whichever is higher

APPENDIX B – SEVEN TESTS OF JUST CAUSE

1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?