

## **PREAMBLE**

This Agreement is made and entered into in order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act). This Agreement sets forth prescribed rights and responsibilities between the Thorp Educational Support Professionals Association and the Thorp School District with respect to wages, hours, terms and conditions of employment.

## **ARTICLE I - RECOGNITION AND ADMINISTRATION**

### **SECTION 1. DEFINITIONS**

- A. *District/Board* shall mean the Thorp School District No. 400.
- B. *Association* shall mean the Thorp Educational Support Professionals Association.
- C. *Parties* shall mean the District and the Association as co-signers of the Agreement
- D. *Agreement* shall mean the Collective Bargaining Agreement signed by the parties.
- E. *Employee/regular employee* shall mean all bargaining unit members as described in Article I, Section 2.
- F. *Days* shall mean District workdays as opposed to "calendar" days unless otherwise defined in this Agreement.
- G. *Superintendent* shall mean the chief administrative officer of the District.
- H. *Supervisor* shall refer to the appropriate District administrator.
- I. *President* shall mean the presiding officer of the Association.

### **SECTION 2. RECOGNITION**

- A. The District recognizes the Thorp Educational Support Professionals Association as the exclusive bargaining agent for all full-time and regular part-time classified employees of the Thorp School District, excluding supervisors, confidential employees, and all other employees.
- B. Leave replacement employees who work for ninety (90) or more consecutive days shall be subject to all provisions of this Agreement except for Article VII Layoff and Recall and Seniority.
- C. Substitute Employees: A substitute employee is not a member of the bargaining unit until he/she has worked thirty (30) or more days in a twelve (12) month period ending in the current or immediately preceding school year. A substitute member of the bargaining unit is entitled to be covered only by the salary rate as listed in Appendix A.

### **SECTION 3. STATUS OF AGREEMENT**

This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions, or practices of the District that shall be contrary to or inconsistent with its terms.

## **SECTION 4. CONFORMITY TO LAW**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement, or any application of this Agreement to any employee 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. In such event, at the request of either party, negotiations shall commence for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

## **SECTION 5. DISTRIBUTION OF THE AGREEMENT**

- A. Within thirty (30) working days after both parties have tentatively agreed to existing or amended terms and conditions of this Agreement, the Association will prepare a final draft of the Agreement for approval by the Association and by the Board of Directors at its next regularly scheduled meeting. Once approved and properly signed, the Association will arrange for the printing. The District shall provide copies of the Agreement to all new employees of the bargaining unit and shall post the Agreement on the District website in accordance with law. Five (5) additional copies of the Agreement will be sent to the President of the Association after the printing.
- B. There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

## **SECTION 6. JOB DESCRIPTIONS**

- A. Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee but the impact of such changes shall be negotiated, pursuant to the duties imposed by RCW 41.56
- B. Job descriptions shall be reviewed annually by the employee and her/his evaluator during the annual evaluation periods.

## **SECTION 7. NEW POSITIONS**

- A. The President of the Association will be notified at the time of posting of all new positions that would come under the definition of Recognition, Article I, Section 2.
- B. The salary of a new position shall be subject to collective bargaining at the request of either party.

# **ARTICLE II - RIGHTS OF THE PARTIES**

## **SECTION 1. MANAGEMENT RIGHTS**

The Board has, and will continue to retain, the rights and responsibilities to operate the school system and manage its programs, facilities, properties, and employees. The Board retains all the functions, rights, powers, and authority not specifically abridged, delegated, or modified by this Agreement.

## **SECTION 2. ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the privilege of access to school facilities for meetings and to use school equipment upon permission, from the Superintendent/designee. The Association shall pay for the cost of all materials used.
- B. The Association may use the intra-District mail service and employee mailboxes so long as such distribution does not disrupt the District mail or initiate any work stoppage action against the District.
- C. An Association bulletin board shall be provided in the staff room. The Association may post notices of its activities and matters of Association concern.
- D. The District agrees to furnish the Association in response to reasonable requests, information which is of public record. The District may charge the Association the cost of reproducing District records and documents.
- E. Visitation rights shall be granted to a designated representative of the Association to visit employees in the bargaining unit for purposes of grievance investigation and/or general information, providing that such visits do not interrupt the work of the employees visited. The visiting representative shall notify the District office and work site supervisor or building principal where appropriate upon their arrival. The Association agrees to provide the District with a list of all designated representatives in advance of any visitation.
- F. Representatives of the Association shall promptly be notified of any disciplinary actions to be taken against an employee covered by this Agreement. The employee shall have the right to have a representative at a disciplinary meeting, provided however that no scheduled meeting may be delayed more than twenty-four hours unless the parties mutually agree to the delay. Meetings may be held sooner if the offense is of a very serious nature.
- G. Prior to District adoption of the work year calendar, the Association shall have the right and opportunity to provide input regarding such.
- H. The Association president will be notified of all new bargaining unit hires, transfers and terminations/resignations. In addition, the Administration shall furnish new hire data including name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers and email address of each employee, and any other information available within seven(7) business days of the employee's date of hire. The Association president will notify the District annually by September 15 or whenever a change in leadership occurs, as to the names of Association officers.
- I. State law requires that employers provide the Association paid time to access new hires. Association representatives will arrange for no less than sixty (60) minutes per new hire within thirty (30) days of employee's start date. The access must occur during the employees' regular work hours at the employees' regular worksite, unless another time and place is mutually agreed by the District and Association Representatives

## **SECTION 3. DUES/FEE DEDUCTIONS**

- A. Each employee shall become a member of the Association or pay a Representation Fee to the Association. Each employee shall provide the District with a payroll authorization to deduct said dues or fees. The District shall upon written authorization from the employee, deduct from the employee's salary, each pay period, the dues required of membership or, for non-members thereof who decline filling out a membership authorization form, the representation fee. The Association, consistent with the RCW 41.56 shall establish the representation fee.

- B. To safeguard the right of non-association based bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount of money as specified by the Association which is consistent with the law to a non-religious charity mutually agreed upon by the employer to the designated charity. If the employee and the Association do not reach agreement on such matter, the PERC shall designate the charitable organization.
- C. For those employees who have signed payroll deduction authorization form for the Association shall remain members until such time the employee revokes such authorization in writing to the Association. The Association shall give written notice of any membership revocations to the District.
- D. The Association shall give written notice to the District by the first day of school of the dollar amount of dues and assessments of the Association, which dues and assessments are to be deducted in the coming school year under all payroll deduction. The total of these deductions shall not be subject to change during the school year.
- E. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to remit promptly and directly to the Washington Education Association all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as a receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- F. The Association agrees to reimburse any employee from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually receive the excessive amount.

#### **SECTION 4. ASSOCIATION LEAVE**

- A. The Association shall be granted ten (10) days release time per school year (non-accumulative) in increments of not less than one-half (1/2) day for the purpose of conducting Association business. A maximum of one employee shall be allowed Association leave at any one time. A written request for the specific time shall be provided the Superintendent or his designee two (2) days in advance if possible. The request shall include the name of the employee utilizing the leave and the dates) leave is to be used.
- B. The Association shall reimburse the District the cost of a substitute hired for each day or one-half day an employee is engaged in Association leave.
- C. When the Board and Association mutually agree to hold meetings during the workday, any participating Association representative(s) shall suffer no loss in pay. Such meetings will not require the use of Association leave.

## **ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **SECTION 1. NON-DISCRIMINATION**

The Parties shall not discriminate against any employee with regard to race, color, religion, creed, national origin, age, gender, marital status, sexual orientation including gender expression or identity, veteran or military status, disability, or the use of a trained dog guide or service animal by a person with a disability, or as otherwise provided by law.

### **SECTION 2. DUE PROCESS**

- A. The District may institute disciplinary action for employee behavior that adversely affects the employee's effectiveness on the job, or that Washington State or Federal law determines to be sufficient cause for discipline. Such behavior includes, but is not limited to; insubordination, conviction of a felony, use of drugs at the worksite prohibited in Board Policy or use of District facilities, supplies or equipment for personal gain.
- B. Disciplinary action is to be for just cause and shall be reasonably appropriate to the circumstances and shall minimally include a verbal reprimand, letters placed in the employee's permanent file, probation, suspension, or discharge. The discharge of an employee is to take place in accordance with State law.
- C. An employee shall be entitled to have present a representative of the Union during any disciplinary meeting. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee until such representative of the Union has reasonable opportunity to be present. Any complaint not called to the attention of the employee within ten (10) days of receipt or composition may not be used as the basis for any disciplinary action against the employee. Further, in the event a disciplinary action is to be taken, the employee shall be advised to the right to representation prior to the imposition of discipline.
- D. No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless the same offense was committed during the three (3) year period of time.

### **SECTION 3. PERSONNEL FILE**

- A. Employees shall, upon request during normal District working hours, have the right to inspect all contents of their personnel file. Upon request at the employee's expense, a copy of any document(s) contained therein shall be afforded the employee.
- B. Any complaint, derogatory statement or document not called to the attention of the employee within ten (10) days of receipt or composition may not be used as the basis for any disciplinary action against the employee and shall not be placed in the file. Employees shall be allowed to place their comments on any derogatory material placed in their file within ten (10) days. The District is not required to notify or provide the employee with documentary evidence during an investigatory phase involving a serious infraction such as theft, child abuse or sexual misconduct.
- C. A signature by the employee on material in the file does not necessarily mean agreement with the contents of the document, it merely indicates receipt of the document.

- D. All derogatory materials shall be expunged every three (3) years, upon request, provided there are no subsequent violations or problems of a similar nature, except for cases of child or sexual abuse. Evaluations shall not be expunged.

#### **SECTION 4. EMPLOYEE PROTECTION**

- A. The District agrees to provide liability insurance as set forth in RCW 28A.400.370 covering injury to employees and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof, while acting within the legal scope of their responsibilities in accordance with the coverage limits of the policy.
- B. Employees shall not be required work in or to remain in a building due to hazardous conditions. Employees may not return until the premises are declared safe by proper authorities. To the extent allowed by law, employees shall be informed when they are potentially exposed to contagious diseases, illnesses, or imminent danger. Employees shall be instructed as to prevention and protection from the illness or disease, within a reasonable amount of time if and when the District learns of the situation.
- C. An employee who is threatened with physical harm or assault by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor or Superintendent. Immediate steps shall be taken to cooperate with the employee to provide for the employee's safety. The District shall assist the employee with the handling of the incident by law enforcement authorities. Employees using the services of private attorneys will pay the cost and fees of using such services.
- D. The District agrees to follow State law regarding weapons and dangerous devices concerning students and any incidents that occur on District Property.

#### **SECTION 5. EMPLOYEE RESPONSIBILITIES**

- A. Employees shall be responsible for the supervision of school property and for the supervision of students in school authorized activities while the employee is on duty.
- B. Employees shall care for and be responsible for instructional materials, technology, and equipment and shall promptly report damage, loss and theft of equipment, technology, furniture or fixtures to his/her supervisor.

#### **SECTION 6. EMPLOYEE'S PRIVATE/PERSONAL LIFE**

The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects the ability of the employee to perform their job with the District.

#### **SECTION 7. STUDENT DISCIPLINE/ SAFETY**

- A. The District shall support and assist employees with respect to maintenance of control and discipline of students.
- B. All employees are responsible for student safety. Employees may use reasonable measures in accordance with State law and District policy with a student, patron or other person as is necessary to protect herself/himself, another employee or a student from attack, physical abuse or injury, or to prevent damage to District property.

- C. The District agrees to provide relevant District policies, rules, procedures and State laws pertaining to student discipline and safety to employees. The employee shall sign indicating that they have received the named materials. Copies of the rules, procedures and State laws shall be kept accessible for employee review as needed.
- D. Drivers of District vehicles may be required to use District provided two-way radios to communicate with the District office while on route. It is understood that to receive or make two-way radio calls, the driver must pull over to a safe area, stop the school bus completely, and use the provided radio to call the office. In addition, the District will issue cell phones on District buses to make and answer emergency calls. Drivers will not make or receive personal calls on the District issued cell phones. Drivers will not use their personal cell phones while operating any District vehicle. The District will develop and distribute two-way radio and cell phone use protocols and procedures to all applicable district employees.

#### **SECTION 8. SECURITY CAMERAS:**

The District has installed security cameras in each school building for the discrete purpose of security and safety of staff and students. Information recorded by the security cameras will not be used to initiate a just cause investigation. Any employee issue resulting from the use of surveillance cameras shall be handled in accordance with Section 2 Due Process.

### **ARTICLE IV. NOTICE OF JOB VACANCIES OR NEW JOB OPENINGS**

- A. Notice of job vacancies or new job openings covered by this Agreement shall be posted for at least ten (10) days within the bargaining unit and may be simultaneously posted outside the bargaining unit, provided that priority for new positions will be given to qualified current members of TESPAs. Positions that are temporary in nature (for positions not to exceed forty-five (45) days) will be advertised as such and the employee hired will be advised of the temporary nature of employment. Temporary positions which exceed forty-five (45) days shall be reposted for internal transfer and shall become permanent thereafter.
- B. When filling open positions, the District shall consider qualifications and ability, with the District adhering to seniority as nearly as possible.
- C. All work during the summer will be offered to TESPAs employees. If no employee accepts such offer of employment, then the District may hire a substitute employee or other person from outside TESPAs.

### **ARTICLE V - CONDITIONS OF WORK**

#### **SECTION 1. WORK SCHEDULE**

- A. The workday for full-time classified employees is eight (8) hours per day. A duty-free lunch period of at least thirty (30) minutes will be scheduled but will not be counted for pay purposes. Each workday shall include one fifteen (15) minute break scheduled as near as possible to the midpoint of each work period for each four (4) hours of work. The supervisor will establish the workday and starting times for the classified employees.

- B. Assignment: Employees shall be assigned to a definite shift as directed by the District which shall not be changed without at least five (5) days prior notice to an employee, except in an emergency or as needed by the District to maintain its normal operation. If an employee is directed to remain at the work site in the interest of the District, the employee shall be paid at his/her regular rate of pay.
- C. Emergency closures. On days when school has been closed due to severe weather or emergency conditions, unit members who are school year employees will not report for duty but will report on the student make-up day(s) or as directed by the District.
- D. Employee schedules/accrued leave. Annually, the District shall provide each employee with a written statement subject to be changed as needed by the District, showing the hours/days to be worked, break times and meal periods.
- E. Flex time: By mutual agreement, an employee in the district may create and agree to a flex time schedule which will include:
  - 1. Core Business Hours not to exceed 40 hours per week.
  - 2. The ability to flex any hours outside of core business hours which could include more than 8 hours per day.
  - 3. Any flex time schedule shall include a duty-free lunch period of at least thirty (30) minutes and will be scheduled but will not be counted for pay purposes. Each workday shall include one fifteen (15) minute break scheduled as near as possible to the midpoint of each work period for each four (4) hours of work.
  - 4. Should overtime be necessary beyond the flex schedule, the employee should follow overtime provisions in SECTION 2. C below.

## **SECTION 2. OVERTIME COMPENSATION AND CALL BACK**

- A. If a Superintendent or designee requests or requires an employee to work in excess of a regularly scheduled workweek, the employee shall receive compensatory pay.
- B. Compensatory time will be paid monthly at time and one-half (1 ½) when a classified employees works in excess of eight (8) hours in any one day or forty (40) hours in any week.
- C. No classified employee may work in excess of his/her work week schedule without prior approval of the superintendent or designee. No compensation is granted for overtime worked without prior approval. However, if an emergency should arise and the Superintendent or designee cannot be reached then subsequent approval will suffice.
- D. An employee required to return to work following the completion of his/her shift or prior to the beginning of the shift shall be paid a minimum of (1) one hour or the actual time worked whichever is greater at time and one-half (1 ½ ) for each call-back.
- E. An employee called back to work on a paid holiday shall receive at double time (x2) at their regular rate of pay for actual time worked.



### **SECTION 3. LOCATION RESPONSIBILITIES FOR BUS DRIVERS**

- A. The Thorp School District will compensate bus drivers for all trips from departure time to return time at the "Extra Trip Rate" as specified on the Thorp Classified Employee Salary Schedule. This shall include driving time as well as location time. Location time may also include time need to escort a high-risk student to and from the bus the school building or other duties related to the needs of the District.
- B. During the location time the bus driver is required to remain at the specific location or in the immediate vicinity. The driver is also required to report immediately if the need arises.
- C. An exception to the above are overnight trips. On overnight trips the driver may be dismissed for a period and not paid for that period of the overnight stay. This time, since the driver is off duty and not earning pay, would not be reported as compensated time.
- D. The District will offer all additional driving to TESPAs members in order of seniority beginning with the individual first hired by the District, providing that additional hours do not carry the employee over forty (40) working hours per week. The District then may hire outside TESPAs to fill driving hours as needed.

### **SECTION 4. PLAY GROUND DUTY**

- A. Instructional Assistants assigned to playground duty will be responsible to supervise no more than forty (40) students. If the number exceeds forty (40) then additional supervision will be assigned by the superintendent.

### **SECTION 5. STAFF AND TRAINING MEETINGS**

- A. Paid mandatory staff/training meetings outside of the regular work day may be held approximately once per month with advance notice.
- B. Employees shall receive all the necessary training and support for his/her position. All hours for continuing education shall be paid at the employee's hourly rate. The District will pay any necessary fees for continuing education and/or licensing requirements.

## **ARTICLE VI -EVALUATION**

### **SECTION 1. EMPLOYEE EVALUATION**

- A. Evaluations shall be made annually except for new employees who shall be evaluated once during their first ninety (90) days of employment and shall be signed by the appropriate supervisor/administrator. The evaluation for other than new employees shall take place prior to May 31 each year. Additional reports and observations other than by the appropriate supervisor/administrator used in the evaluation shall be identified as to source on the evaluation form.
- B. The employee shall sign the District's copy of the evaluation to indicate that he/she has received a copy of the report. The signature of the employee does not, however necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach their written comments to the evaluation form.

- C. An employee shall be given a copy of his/her evaluation at least one (1) day before any conference to discuss it.
- D. Evaluations shall be written on Appendix B and shall include comments in which any rubric indicates Unsatisfactory or Needs Improvement and shall include, when pertinent:
  - 1. strengths of the employee
  - 2. weaknesses of the employee
  - 3. specific suggestions which the employee might take to improve his/her performance in each of the areas wherein Unsatisfactory or Needs Improvement have been indicated.
- E. If an evaluation of an employee's performance indicates that the employee fails to fulfill his/her duties as defined by the job description, or consistently fails to observe the reasonable directions of the employee's supervisor; the employee may be placed on probation or terminated. If the employee is placed on probation, the supervisor will work with the employee to develop a written performance improvement plan. If the employee does not meet the requirements of the improvement plan, the employee shall be subject to termination by the District.

## **SECTION 2. PROBATIONARY EMPLOYEES**

- A. All new bargaining unit employees shall be on probation for the period of sixty (60) days from the date of their employment. Retention of the employee during this period shall be at the sole discretion of the District.
- B. All new employees shall be evaluated at least once during their first ninety (90) days of employment.
- C. The District shall provide written notice at the conclusion of the new employee probation indicating successful completion of the probationary period.

## **ARTICLE VII. STAFF REDUCTION AND RECALL**

### **SECTION 1. STAFF REDUCTION**

- A. In the event of a fiscal emergency which requires the District to reduce the number of employees, the District will consider seniority and ability as determined by the last annual evaluations pursuant to Article VI Evaluation. Employees so affected by layoff shall be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have first consideration in filling opening in the classification held immediately prior to layoff. Classification categories are listed in Article VII, Section 2.B. Names shall remain on the list for twenty-four (24) months. The termination of a temporary or substitute or leave replacement employee shall not be considered a layoff and will occur before regular employees are laid off.
- B. Employees on layoff status shall file their addresses in writing with the District office and shall thereafter promptly advise the District in writing of any change of address.
- C. An employee on layoff status shall forfeit rights to re-employment by not meeting the requirements as set forth in B above or if the employee does not reply to the offer of re-employment within ten (10) days.

- D. Reasonable notice. In the event the District anticipates a layoff of employees, the Association and the affected employees will be given at least forty (40) days notice prior to the time the layoff would occur.
- E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.
- F. Continuation of insurance benefits. Employees on layoff are eligible to continue their insurance benefits in accordance with COBRA.

**SECTION 2. SENIORITY**

- A. The seniority of an employee shall be established as of the date on which the employee began continuous employment with the District as a regular or regular part-time employee. A regular full time employee normally works 2,080 hours per year. A regular part-time employee will accrue seniority on a pro-rated basis.
- B. Categories. There will be five categories of employees for seniority purposes: instructional assistants, bus drivers, custodians/maintenance and grounds personnel, office/clerical, and food service employees.
- C. Retention of seniority
  - 1. If an employee changes jobs or is re-assigned into another job which is in a different category but within the unit, they will retain seniority in the original category for a period of one (1) year, at which time they will lose their seniority in their old category.
  - 2. Unit members, who assume a position with the District, but outside the bargaining unit, and return to a unit position in their original category within eighteen (18) months, will have their original seniority restored.
  - 3. Seniority shall be lost for the following reasons: resignation, discharge for cause, and retirement.
  - 4. Seniority rights shall not be lost for the following reasons: industrial accident, industrial illness, leaves of absence granted by the Board, or for layoff status for less than twelve (12) months.
- D. The District agrees to provide a seniority list to the President of the Association by October 1 if requested.

**ARTICLE VIII - HOLIDAYS AND VACATIONS**

**SECTION 1. PAID HOLIDAYS**

- A. Work performed on any state legal holiday will be paid at the rate one and one-half (1-1/2) time the regular rate of pay.
- B. Employees shall be compensated at their regular rate of pay for the following holidays that fall within their work year:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving (Custodians)	4 <sup>th</sup> Friday in November
Christmas (Custodians)	December 24, 25, 26
Christmas (Others)	December 25

When one of the above holidays falls on a Saturday, the preceding Friday will be a holiday.  
When one of the above holidays falls on a Sunday, the following Monday will be a holiday.

## **SECTION 2. VACATIONS**

A. Full-time employees, those working 2,080 hours annually, are entitled to annual paid vacation benefit based on the accrual listed below:

<b>During the</b>	<b>Days per year</b>
Completion of 1 year of service	5 days vacation
Completion of 2 years of service	10 days vacation
Completion of 3 years of service	11 days vacation
Completion of 4 years of service	13 days vacation
Completion of 5 years of service	15 days vacation
Completion of 6 years of service	16 days vacation
Completion of 7 years of service	17 days vacation
Completion of 8 years of service	18 days vacation
Completion of 9 years of service	19 days vacation
Completion of 10 years of service	20 days vacation

- B. Upon completion of eleven (11) years of service, and each subsequent year, each employee shall receive twenty (20) days paid vacation plus one (1) additional day of paid vacation per year of service beyond ten (10) to a maximum of twenty-five (25) days paid vacation.
- C. Vacations shall be scheduled at the request of the employee. If the request is during the regularly scheduled school year, Administrative approval will be required.
- D. Under certain circumstances, upon agreement between the employee and the District, advance vacation of up to that earned in one (1) year may be granted and taken. No employee shall be denied vacation because of District needs. An employee may accumulate a maximum of ten (10) days vacation from the previous year for one (1) year or be paid.
- E. Vacation requests are limited to fifteen (15) consecutive days, unless the School District agrees to waive this limit.
- F. An employee becomes eligible to use his/her vacation credit after reaching his/her first eligibility date. The eligibility date of an employee occur on the anniversary date of his/her employment; provided, however, that employees shall be eligible for benefits accruing during the first year prorated the next July 1. Time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.
- G. Any employee who is discharged or who terminates employment shall receive payment for unused vacation credit with their final paycheck.

## ARTICLE IX - LEAVES

### SECTION 1. SICK LEAVE

- A. At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury poor health, pregnancy, childbirth, quarantine, physical and mental disability, or other disability, or to care for a child or dependents of the employee with a health condition that requires treatment or supervision. Sick leave granted for pregnancy and childbirth shall be for that period of disability as documented by the employee's physician.
- B. The District may require a signed statement from a physician for any absence in excess of five (5) consecutive days.
- C. Unused sick leave may accumulate up to the amount legally allowable by law. Employees covered by this Agreement shall be entitled to be compensated for unused sick leave in accordance with the District Sick Leave Cash Out policy that shall be maintained during the life of the agreement.
- D. In the event an employee is absent for a reason covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by Industrial Insurance and the amount the employee would be paid from their accumulated sick leave bank. When the sick leave is exhausted, the employee shall be placed on leave without pay.
- E. At the end of each month the District will provide each employee with an accounting of his/her accumulated sick leave hours and hours taken during the period covered by the pay stub.
- F. Sick leave earned and unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment after verification.
- G. An employee, who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. An employee returning from such leave shall be assigned to his/her previous position or a position that is substantially equal. The District is not required to exceed the standards contained in the Americans with Disabilities Act when placing an employee returning from leave. The layoff and recall provisions shall be applicable to the employee on leave.

### SECTION 2. SICK LEAVE CASH OUT

- A. The District shall maintain an attendance incentive program (*Sick Leave Cash Out*) for all employees in the following manner:
  - 1. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to cash out such unused leave accumulated in the previous year at a rate equal to one (1) day's pay for each four (4) full days of accrued sick leave. Sick leave, which has been cashed out, shall be deducted from accrued sick leave. No employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one (1) day per month.

2. At the time of separation from the District due to retirement or death, an eligible employee or his/her estate shall receive one (1) day's pay for each four (4) days accrued sick leave.

B. Moneys received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

### **SECTION 3. SICK LEAVE SHARING**

Employees may donate sick leave to another employee subject to the following:

1. The donating employee must have an accrued sick leave balance of more than twenty-two (22) days.
2. The donating employee may be allowed to donate up to six (6) days of leave during any twelve (12) month period.
3. The donating employee cannot make a donation, which would result in his/her sick leave account going below twenty-two (22) days.
4. To qualify for days under this provision, a receiving employee must comply with the following conditions:
  - a. He/she must suffer, or have a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to either go on leave without pay or terminate employment;
  - b. The superintendent/designee determines that the receiving employee's absence and the use of shared leave are justified;
  - c. The receiving employee has depleted, or will shortly deplete, his/her sick leave;
  - d. the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits; and
  - e. The employee has abided by District rules regarding sick leave use.
5. The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. However, an employee shall not receive a total of more days than constitute his/her regular work year.
6. An employee who receives leave under this section will retain his/her status as a District employee.
7. Donating employees will complete a form and submit the form to the District.
8. A team of one (1) staff member, one (1) board member, and one (1) administrator shall meet to determine that the receiving employee's absence and the use of shared leave are justified.

### **SECTION 4. BEREAVEMENT LEAVE**

Five (5) days shall be granted, with pay, for bereavement of family members and domestic partners. Additional leave may be granted by the Superintendent. The purpose of bereavement shall be to attend the funeral and/or to make family arrangements of estate and/or settlements.

### **SECTION 5. MILITARY LEAVE**

Employees shall be granted military leave in accordance with State and Federal law.

## **SECTION 6. JURY DUTY AND SUBPOENA LEAVE**

- A. Leave of absence with pay shall be granted for jury duty. The employee shall turn the per diem payment of said jury duty over to the District.
- B. An employee shall be granted leave with pay as may be required by subpoena, and shall turn over to the District any compensation received for his/her services, excluding reimbursement for expenses, when the employee is the party in such action while in the performance of his/her employment duties or if subpoenaed by a public agency. Such leave shall not include subpoenas for self initiated or Association initiated legal cases against the District.

## **SECTION 7. PERSONAL LEAVE**

- A. An employee may, for personal reasons, be credited up to two (2) days per year with a maximum accumulation of five (5) days. Such leave will be granted with pay. Prior notice of five (5) working days shall be given for personal leave unless emergency does not permit. Employees will not be required to state reasons for such leave other than that they are taking it under this section.
- B. Employees shall be given the option to cash in any unused personal day(s) each year at their daily rate of pay. Notification of intent to roll over of unused days (to the four (4) day maximum) must be given to the Fiscal manager, in writing, by August 1<sup>st</sup>. Unused days above rollover of four (4) will be automatically cashed in on the September payroll.

## **SECTION 8. OTHER LEAVE WITHOUT PAY**

- A. An employee who is unable to perform his/her duties because of personal illness, maternity or other disability, as certified by a physician, may upon request be granted a leave of absence without pay at the exhaustion of sick leave. Application for leave and application for renewal of leave of absence for such conditions shall be made in writing to the Superintendent. The written request for the leave shall include a statement of the expected date of return to employment. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his/her attending physician.
- B. Leave without pay may also be granted for other reasons approved by the Board.
- C. Employees who are on a one-year leave will notify the Superintendent in writing by April 1, whether or not they intend to return.
- D. Failure to respond in writing by the stated date shall result in termination of employee's status with the District.
- E. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.
- F. Experience credit will not be earned by employees on leave without pay.
- G. Leaves for these conditions may be renewed annually.

## **SECTION 9. FAMILY MEDICAL LEAVE**

The District shall make available the terms of the Family Medical Leave Act of 1993 in accordance with District policy.

## **SECTION 10. EMERGENCY LEAVE**

- A. Emergency leave of up to three (3) days with pay shall be granted for emergencies which have been suddenly precipitated, or are of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be deducted from sick leave.
- B. When school is in session, weather conditions for local travel to and from school shall not be a valid reason for emergency leave.
- C. When a male employee is absent from work as a result of his wife giving birth to a child, such absence shall be deemed to meet the criteria for emergency leave.
- D. In order to be considered for emergency leave, the written application to the Superintendent must be made within fourteen (14) days of the return to work. Leave will be granted by the Superintendent based on the above criteria.

## **SECTION 11. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)**

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

## **ARTICLE X. - GRIEVANCE PROCEDURE**

### **SECTION 1. DEFINITIONS**

- A. A "***grievant***" shall mean an employee or group of employees or the Association filing a grievance.
- B. A "***grievance***" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement.
- C. Days. shall mean workdays.

### **SECTION 2. RIGHTS**

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the Administrator/Superintendent and to have the problem adjusted without the intervention of the Association, as long as any disposition of the matter is not inconsistent with the terms of this Collective Bargaining Agreement.
- B. A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If a grievant is



not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

- C. The parties agree that it is most desirable to attempt to resolve grievances prior to filing a written grievance at Step One, below.

### **SECTION 3. PROCEDURE**

#### **Step 1:**

A formal grievance shall be written and filed with the Superintendent within twenty (20) days of the occurrence of which the employee complains or twenty (20) days of the time when the employee learned of the occurrence of which he/she complains; whichever is later. Within five (5) days of receipt of the written grievance, the Superintendent shall meet with the grievant, who may be accompanied by a representative of the Association, to resolve the grievance. Within five (5) days of this meeting, the Superintendent shall provide in writing, his disposition of the grievance to the grievant and to the Association.

#### **Step 2:**

In the event that the grievant is not satisfied with the disposition of the grievance, the grievant shall within five (5) days of the receipt of the Superintendent's written reply, present the grievance together with the written reply, to the Board. Upon receipt of this notice, the Board Chairman shall, within five (5) days, call a meeting of the Board to act upon the grievance and meet with the grievant, who may be accompanied by a representative of the Association. Following the meeting, the Board shall issue within five (5) days its written disposition, which shall be given to the Superintendent, the grievant, and the Association.

#### **Step 3:**

If the grievant is not satisfied with the disposition of the grievance, or if no decision is made within five (5) days of the meeting, the matter shall be referred to the Association. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may give written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, and submit the grievance to binding arbitration.

Within ten (10) days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) by the Association.

Neither Party shall be permitted to assert in the arbitration proceedings any evidence, which was not submitted to the other party before the completion of Step 2.

### **SECTION 4. ARBITRATION**

- A. The determination of the arbitrator shall be final and binding on both Parties.
- B. Jurisdiction of the arbitrator: The arbitrator will be without power or authority to add to, subtract from or alter any of the terms of this Agreement. The arbitrator shall have no power or authority to rule on any of the following:
1. the termination of services of or failure to re-employ any probationary employees;
  2. the termination of services or failure to re-employ an employee to a position on the supplemental salary schedule;

3. any matter involving employee evaluation provided that evaluation procedures shall be subject to arbitration;

## **SECTION 5. OTHER PROVISIONS**

- A. Time limits may be extended in this procedure by mutual agreement when signed by the Parties.
- B. Failure on the part of the District at any step of this procedure to communicate the decision of a grievance within the specific time limit shall permit the grievant to file an appeal to the next step of this procedure.
- C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
- D. Accelerated Grievance Filing: In order to expedite grievance adjudication, the Parties agree that any Association grievance, class action grievances, and grievances involving evaluation procedures may be initiated at Step 2 of this procedure at the determination of the grievant.
- E. Any grievance that has been filed prior to the termination date of the Agreement may be processed to conclusion even if the Agreement has expired.
- F. The Board and the Superintendent will cooperate with the Association in its investigation of any grievance; and further will furnish the Association such information as is requested and required for the processing of any grievance.
- G. No reprisal of any kind will be taken by the District against any employee because of his/her participation in any grievance.
- H. The fees and expenses of the arbitrator shall be shared equally by the Parties. If attendance at mutually scheduled meetings, hearings or appeals relating to the grievance procedure, whether as a grievant, witness or the Association representative, requires an employee's absence from his/her assignment, (s)he shall be released without loss of pay. The Association shall reimburse the District for the cost of the substitute for the Association representative. All other expenses shall be borne by the Party incurring them.
- I. Forms to be used in filing grievances shall be as in Appendix D.

## **ARTICLE XI - COMMITTEE SERVICE**

### **SECTION 1. COMMITTEES**

Normally participation on District or building committees shall be voluntary if outside the employee's regular work schedule. If employees are directed to participate on District or work site committees outside of their regular work schedule, they shall be compensated for all time in attendance at the employee's regular rate of pay or at the overtime rate.

## **ARTICLE XII - INSURANCE**

### **SECTION 1. ELIGIBILITY**

All employees covered by this Agreement shall be eligible to enroll in the mutually agreed upon insurance programs.

- A. Pooling. For the length of the Agreement, members of the bargaining unit shall remain in the same pool as in the previous school year.
- B. District Contributions. The District agrees to pay that amount of medical premium as funded and allowed by the State for medical insurance for employees working a minimum of 1440 hours per year. Employees working less than 1440 hours shall be pro-rated per their F.T.E. The State funded premium may be used to offset the cost of the basic benefits programs as listed below. Unused dollars from the State premium payment shall be pooled and made available according to District pooling policy.
- C. Employees may participate in tax sheltered annuity programs approved by the Board.
- D. If possible, the Association will notify the District by August 15 each year of any changes to Dental, Vision of Health plans.
- E. Any increased funds provided by the State of Washington for employees insurance will be passed through to the employee's insurance pool as soon as they are available.

## **SECTION 2. SECTION 125**

The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan in accordance with District policy. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

## **ARTICLE XIII - SALARIES**

### **SECTION 1. SALARY PAYMENT**

- A. Employees shall be paid in accordance with the terms of this Agreement. Except for substitute/leave replacement and temporary employees, an employee's base salary shall be paid in twelve (12) equal monthly installments.
- B. Salaries contained in Appendix A shall be for the entire term of this Agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date as mutually agreed.
- C. Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XIV, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular pay day.
- D. An employee who is required to temporarily work in a position on a higher salary range in the bargaining unit shall be paid their experience step in the higher classification. An employee who is required to temporarily work in a position on a lower salary range in the bargaining unit shall be paid their regular rate of pay.

### **SECTION 2. TRAVEL**

- A. Employees required to travel on District business using their own vehicle shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.

- B. For Board approved field trips that are out of State, country or extended, the District will pay employee(s) who are serving as chaperones their travel, meals, and lodging expenses that cannot be fully paid by the club or organization. Review of planning and finances by the Board is necessary prior to the trip.

### **SECTION 3. OTHER PROVISIONS**

- A. The District shall make available direct banking provisions for employees.
- B. Automatic payroll deduction for the following programs is available to employees:
  - 1. credit union depositions,
  - 2. approved tax sheltered annuities,
  - 3. additional insurance beyond basic benefits,
  - 4. Union dues, and
  - 5. duly employee signed authorized WEA/NEA political action contributions.

## ARTICLE XIV - TERM AND SEPARABILITY OF PROVISIONS

### SECTION 1. TERM

- A. The term of this Agreement shall be September 1, 2018 to August 31, 2020.
- B. The parties agree to commence bargaining for a successor agreement prior to the end of the school year in which the Agreement expires.
- D. For multi-year Agreements, the Association and Board can introduce three (3) issues for negotiations by the end of June that year. The three (3) issues are exclusive of any money issues or any issues pending from prior negotiations. Money issues or pending issues can be opened in all years of negotiations.

Thorp Educational Support  
Professionals/WEA/NEA

Thorp School District

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
WEA Field Representative

By: \_\_\_\_\_  
President, Board of Directors

## APPENDIX A - SALARY SCHEDULES

### Thorp School District #400 Classified Employee Salary Schedule 2018-2020

2018-2019 10% Increase	BASE=Step 1 Years 0-3	Step 2 Years 4-6	Step 3 7-9 Years	Step 4 Years 10+	Longevity Years 10-15	Longevity Years 16+
Office Clerical /ParaEducator/Cook	\$13.79	\$15.62	\$16.89	\$18.15	\$500.00	\$1,000.00
Custodian/Maintenance	\$16.62	\$18.38	\$19.69	\$20.98	\$500.00	\$1,000.00
Office Coordinator/Business Svc	\$17.48	\$19.23	\$20.57	\$21.80	\$500.00	\$1,000.00
Transportation	\$18.26	\$20.23	\$22.00	\$23.27	\$500.00	\$1,000.00
Custodian/Maintenance				\$22.58	\$500.00	\$1,000.00
Food Service Director/Cook				\$22.58	\$500.00	\$1,000.00
Technology	\$23.26	\$25.88	\$28.17	\$29.80	\$500.00	\$1,000.00
Speech & Language Para**	\$23.35	\$27.15	\$29.05	\$31.08	\$500.00	\$1,000.00

\*\*Received prior increase from 21.50 to 25.00 equal to 1.4%.  
Increase is the difference between 1.4 and 10.0 (8.6%)

2019-2020 3% Increase	BASE=Step 1 Years 0-3	Step 2 Years 4-6	Step 3 7-9 Years	Step 4 Years 10+	Longevity Years 10-15	Longevity Years 16+
Office Clerical /ParaEducator/Cook	\$14.21	\$16.09	\$17.39	\$18.69	\$500.00	\$1,000.00
Custodian/Maintenance	\$17.12	\$18.93	\$20.28	\$21.61	\$500.00	\$1,000.00
Office Coordinator/Business Svc	\$18.00	\$19.80	\$21.19	\$22.46	\$500.00	\$1,000.00
Transportation	\$18.81	\$20.84	\$22.66	\$23.96	\$500.00	\$1,000.00
Custodian/Maintenance				\$23.26	\$500.00	\$1,000.00
Food Service Director/Cook				\$23.26	\$500.00	\$1,000.00
Technology	\$24.06	\$26.66	\$29.02	\$30.69	\$500.00	\$1,000.00
Speech & Language Para**	\$24.05	\$27.96	\$29.92	\$32.01	\$500.00	\$1,000.00

1. Employees hired on or before Sept. 1, 2018 shall receive all negotiated increases.
2. If an employee substitutes for another district employee, he/she shall receive the hourly rate that is higher of the two positions.
3. Any employee providing training to other employees shall receive the certificated substitute rate for any time spent preparing or performing the training.

## APPENDIX B – PERFORMANCE EVALUATION REPORT FORM

Thorp School District # 400  
**Performance Evaluation Report**  
 \_\_\_ 90 day \_\_\_ Annual \_\_\_ Other

Year \_\_\_\_\_

Name of Employee \_\_\_\_\_ Assignment \_\_\_\_\_

*Directions:* Check one (1) rating per performance indicator.

<b>Performance Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement/Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<i><b>Dependability</b></i>	<ul style="list-style-type: none"> <li>• District policies and regulations are ignored or not followed</li> <li>• Confidential information shared inappropriately</li> <li>• Acts inappropriately when under stress</li> </ul>	<ul style="list-style-type: none"> <li>• May be unaware of district policies and regulations</li> <li>• Confidential information may be shared inappropriately</li> <li>• May act or respond inappropriately when under stress</li> </ul>	<ul style="list-style-type: none"> <li>• Adheres to district policies and regulations</li> <li>• Deals ethically with confidential information</li> <li>• Shows dedication the students and patron of the district</li> <li>• Exhibits ability to act appropriately under stress</li> </ul>	<ul style="list-style-type: none"> <li>• Adheres to district policies and regulations</li> <li>• Deals ethically with confidential information</li> <li>• Dedication to the students and patrons exceeds expectations</li> <li>• Demonstrates superior judgment and leadership under stressful situations</li> </ul>
<i><b>Human Relations</b></i>	<ul style="list-style-type: none"> <li>• Miscommunication and/or lack of communication with others happens regularly</li> <li>• Has difficulty working with others</li> </ul>	<ul style="list-style-type: none"> <li>• Communication attempts with co-workers, supervisors, students and/or the public are sometimes unclear, ineffective, or insufficient</li> <li>• Works cooperatively and/or collaboratively with some co-workers and students</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates ability and willingness to communicate effectively with co-workers, supervisors, students and the public</li> <li>• Demonstrates willingness and ability to work with others</li> </ul>	<ul style="list-style-type: none"> <li>• Initiates effective communication with co-workers, supervisors, students and/or the public</li> <li>• Demonstrates superior ability to work collaboratively and cooperatively with others</li> </ul>
<i><b>Job Skills</b></i>	<ul style="list-style-type: none"> <li>• Requires training in technical/professional skill to fulfill position requirements</li> <li>• Responsibilities of job description are not routinely met</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional training in technical/professional skill to fulfill position requirements</li> <li>• Performance responsibilities of position may not be met</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates technical/professional skills needed for position</li> <li>• Meets performance responsibilities of job description</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates superior technical/professional skills needed for position</li> <li>• Exceeds performance responsibilities of job description</li> </ul>

Thorp School District # 400  
Classified Employee Evaluation Form

<b>Performance Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement/Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b><i>Productivity</i></b>	<ul style="list-style-type: none"> <li>• Work quality lacks accuracy, thoroughness and/or professionalism</li> <li>• Work production does not meet reasonable job objectives</li> <li>• Often requires reminders about work deadlines and/or the efficient use of time</li> </ul>	<ul style="list-style-type: none"> <li>• Most work is performed thoroughly and professionally</li> <li>• Work production does not meet reasonable job objectives</li> <li>• Occasionally requires reminders about work deadlines and/or the efficient use of time</li> </ul>	<ul style="list-style-type: none"> <li>• Performs work thoroughly, accurately, professionally</li> <li>• Produces satisfactory amount of work to meet reasonable job objectives</li> <li>• Uses time efficiently and completes work on time</li> </ul>	<ul style="list-style-type: none"> <li>• Performs work thoroughly, accurately, professionally with minimal supervision</li> <li>• Work production routinely exceeds expectations for the job objectives</li> <li>• Consistently uses time efficiently and assigned tasks are routinely completed ahead of deadlines</li> </ul>
<b><i>Growth/Development</i></b>	<ul style="list-style-type: none"> <li>• Lacks flexibility when given new assignments, methods, or ideas to implement</li> <li>• May be unaware of own strengths and/or weaknesses</li> <li>• Unwilling/unable to make changes to correct any weaknesses</li> </ul>	<ul style="list-style-type: none"> <li>• New assignments, methods and ideas are accepted with difficulty</li> <li>• Demonstrates awareness of own strengths and weaknesses</li> <li>• Shows lack of growth in the correction of any weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Accepts new assignments, methods and ideas cooperatively</li> <li>• Demonstrates awareness of own strengths and weaknesses</li> <li>• Shows growth in the correction of any weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Accepts new assignments, methods and ideas cooperatively</li> <li>• Aware of own strengths and weaknesses and initiates plans for self-improvement</li> <li>• Demonstrates interest in continuing to learn and grow in position</li> </ul>
<b><i>Work Habits</i></b>	<ul style="list-style-type: none"> <li>• Unaware or unconcerned about safety requirements for self, fellow employees, and/or students</li> <li>• Avoids assignments and/or has difficulty completing assignments as directed</li> </ul>	<ul style="list-style-type: none"> <li>• Occasionally demonstrates a lapse of awareness of safety for self, fellow employees and/or students</li> <li>• Follows directions as assigned</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates good judgment and awareness of safety for self, fellow employees and students</li> <li>• Shows initiative</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates superior judgment and awareness of safety for self, fellow employees and students</li> <li>• Shows initiative, creativity, and problem-solving skills</li> </ul>
<b><i>Attendance/Appearance</i></b>	<ul style="list-style-type: none"> <li>• Habitually arrives late and/or leaves assignment early</li> <li>• Dress and/or grooming may not be appropriate for the job</li> </ul>	<ul style="list-style-type: none"> <li>• Occasionally arrives late or leaves assignment early</li> <li>• Usually demonstrates appropriate dress/grooming for the job</li> </ul>	<ul style="list-style-type: none"> <li>• Exhibits punctuality</li> <li>• Demonstrates appropriate dress/grooming for the job</li> </ul>	<ul style="list-style-type: none"> <li>• Exhibits punctuality</li> <li>• Dresses in a professional manner appropriate for the job and as a role model for students</li> </ul>



**Overall rating:** A “Needs Improvement” or “Unsatisfactory” rating requires specific comments and suggestions for improvement. The District shall provide appropriate support and resources needed to implement suggestions.

\_\_\_\_\_ Unsatisfactory          \_\_\_\_\_ Needs Improvement          \_\_\_\_\_ Basic          \_\_\_\_\_ Proficient          \_\_\_\_\_ Distinguished

**Comments:**

Evaluator:

Employee:

I hereby acknowledge receipt of this evaluation.

**Signatures:**

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## APPENDIX B-2 – EMPLOYEE SELF-EVALUATION FORM

### EMPLOYEE SELF-EVALUATION

Please fill out this self-evaluation after giving it careful consideration. I would like you to answer each question as honestly and accurately as you possibly can. Bring the completed form with you to your evaluation interview, which will be scheduled sometime within the next few weeks. Thank you.

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

	Distinguished I am	Proficient	Basic, But Willing to Learn	I Need Improvement
<b>Dependability:</b> Adheres to district policies and regulations. Deals ethically with confidential information. Shows dedication to students and patrons of the district. Exhibits ability to act appropriately under stress.				
<b>Human Relations:</b> Demonstrates ability and willingness to communicate effectively with co-workers, supervisors, students and the public. Demonstrates willingness and ability to work with others.				
<b>Job Skills:</b> Demonstrates technical/professional skills needed for position. Meets performance responsibilities of job descriptions.				
<b>Productivity:</b> Performs work thoroughly, accurately, professionally. Produces satisfactory amount of work to meet reasonable job objectives. Uses time efficiently and completes work on time.				
<b>Growth/Development:</b> Accepts new assignments, methods and ideas cooperatively. Demonstrates awareness of own strengths and weaknesses. Shows growth in the correction of any weakness.				
<b>Work Habits:</b> Demonstrates good judgment and awareness of safety for self, fellow employees and students. Shows initiative.				
<b>Attendance/Appearance:</b> Exhibits punctuality. Demonstrates appropriate dress/grooming for the job.				

# APPENDIX C – BUS DRIVER OBSERVATION CHECKLIST

## Bus Driver Observation Checklist

Driver \_\_\_\_\_ Route \_\_\_\_\_ Bus \_\_\_\_\_ Route Time \_\_\_\_\_

Observer \_\_\_\_\_ Date \_\_\_\_\_

Weather Conditions:	<input type="checkbox"/> Sunny	<input type="checkbox"/> Clear	<input type="checkbox"/> Cloudy	<input type="checkbox"/> Raining	<input type="checkbox"/> Foggy	<input type="checkbox"/> Snowing
Road Conditions:	<input type="checkbox"/> Dry	<input type="checkbox"/> Wet	<input type="checkbox"/> Ice	<input type="checkbox"/> Snow		
Headlights:	<input type="checkbox"/> On	<input type="checkbox"/> Off				

(1) Satisfactory	(2) Conferenced w/Suggestions	(3) Unsatisfactory
------------------	-------------------------------	--------------------

1	2	3	
			Operates within posted limits
			Speed reasonable for conditions
			Maintained proper following distance
			Operated in proper lane
			Signaling intentions
			Good vehicle control
			Hand position
			Proper use of _____ way lights
			Activation of warning lights
			Off road stops
			On road stops
			Follows route
			Mirror usage
			Wheel chair

1	2	3	
			Students seated and orderly
			Interaction with students
			Student management
			Students staying seated while bus in motion
			Proper loading and unloading procedures
			Bus interior/exterior cleanliness
			Proper railroad crossing procedures
			Proper backing procedures
			Turnaround stops
			Turning corners
			Braking at stops
			Recycling brakes
			Ramp usage

Comments:

Driver Signature \_\_\_\_\_ Date \_\_\_\_\_

Observer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Memorandum of Agreement  
BETWEEN  
Thorp School District  
And  
Thorp Educational Support Professional Association**

Whereas the State Legislature allocated a 3% cost of living salary increase for the 2015-17 biennium,  
and

Whereas it is in the best interest of the Thorp School District to support its employees as it is able, with  
monetary remuneration and other recognition of their service to students, and

Whereas this COLA increase provides the opportunity for the Thorp School District to demonstrate its  
commitment to its employees;

Therefore, the parties agree that an additional 3% salary increase for the 2015-16 contract year,  
irrespective of any additional salary increases negotiated in the successor agreement, shall be  
applied and be retroactive to September 1, 2015.

Agreed to this \_\_\_ day of February, 2016

For the District

For the TESP

For the District

For the TESP

Linda Martin

JUNE MURATORE      Adele Muratore

Its Superintendent

its Co-President      Co-President

**MEMORANDUM OF AGREEMENT**

**Between  
Thorp Educational Support Professionals Association  
And  
Thorp School District No. 400**

**December 11, 2003 at 10 PM**

The parties agree that unit member Paul Schwab will be permitted to carry forward a maximum of ten (10) days each year for a total number of days not to exceed thirty-five (35). This Agreement does not cover any other TESA member and the totals may not be increased. This Agreement shall continue until altered by negotiations between the TESA and the District.

**MEMORANDUM OF UNDERSTANDING**  
**Between Thorp Educational Support Professional Association**  
**AND**  
**Thorp School District #400**

This Memorandum of Understanding is entered into by the Thorp School District and the Thorp Educational Support Professional Association to clarify the intent for the 2012-2013 School year regarding Health Benefits changes in response to SB 5940.

It is agreed that the District will work jointly with the Association and the Office of the Insurance Commissioner (OIC) to determine reporting and comply with requirements which MAY\* include the following: (“May” is dependent on final RCW, WAC, OIC and OSPI guidelines).

- Require each employee included in the pooling arrangement to pay a premium subject to collective bargaining.
- Make progress toward employee premium changes as required by statute that would ensure that full family coverage premiums are not more than three times the employee only premium for the same plan.
- Offer an IRS Qualified High Deductible health plan eligible to be combined with a health savings account.
- Offer at least one medical plan other than the new high deductible plan in which the full time employee’s share of premiums is no higher than what state employees pay for coverage, as established in the most recent state benefit plan year.
- Timelines for implementation-currently defined as:  
    June 1, 2015 for reporting progress towards 3:1 ratio,  
    With full implementation/recommendation being December 31, 2015.

All new provisions for the implementation of health care will be negotiated and agreed upon prior to implementation.

The parties mutually agree to reopen Article VIII, Section 7 (Insurance) for negotiations when the rules for implementation of SB 5940 have been finalized.

I have read this memorandum and my signature indicates acceptance of the above items.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

# TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I - RECOGNITION AND ADMINISTRATION .....</b>	<b>1</b>
SECTION 1. DEFINITIONS .....	1
SECTION 2. RECOGNITION.....	1
SECTION 3. STATUS OF AGREEMENT .....	1
SECTION 4. CONFORMITY TO LAW .....	2
SECTION 5. DISTRIBUTION OF THE AGREEMENT .....	2
SECTION 6. JOB DESCRIPTIONS .....	2
SECTION 7. NEW POSITIONS.....	2
<b>ARTICLE II - RIGHTS OF THE PARTIES.....</b>	<b>2</b>
SECTION 1. MANAGEMENT RIGHTS .....	2
SECTION 2. ASSOCIATION RIGHTS .....	3
SECTION 3. DUES/FEES DEDUCTIONS .....	3
SECTION 4. ASSOCIATION LEAVE.....	4
<b>ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES.....</b>	<b>5</b>
SECTION 1. NON-DISCRIMINATION .....	5
SECTION 2. DUE PROCESS.....	5
SECTION 3. PERSONNEL FILE.....	5
SECTION 4. EMPLOYEE PROTECTION .....	6
SECTION 5. EMPLOYEE RESPONSIBILITIES .....	6
SECTION 6. EMPLOYEE'S PRIVATE/PERSONAL LIFE .....	6
SECTION 7. STUDENT DISCIPLINE/ SAFETY.....	6
SECTION 8. SECURITY CAMERAS: .....	7
<b>ARTICLE IV. NOTICE OF JOB VACANCIES OR NEW JOB OPENINGS .....</b>	<b>7</b>
<b>ARTICLE V - CONDITIONS OF WORK.....</b>	<b>7</b>
SECTION 1. WORK SCHEDULE .....	7
SECTION 2. OVERTIME COMPENSATION AND CALL BACK .....	8
SECTION 3. LOCATION RESPONSIBILITIES FOR BUS DRIVERS .....	9
SECTION 4. PLAY GROUND DUTY .....	9
SECTION 5. STAFF AND TRAINING MEETINGS.....	9
<b>ARTICLE VI -EVALUATION .....</b>	<b>9</b>
SECTION 1. EMPLOYEE EVALUATION .....	9
SECTION 2. PROBATIONARY EMPLOYEES.....	10
<b>ARTICLE VII. STAFF REDUCTION AND RECALL .....</b>	<b>10</b>
SECTION 1. STAFF REDUCTION .....	10
SECTION 2. SENIORITY .....	11
<b>ARTICLE VIII - HOLIDAYS AND VACATIONS .....</b>	<b>11</b>
SECTION 1. PAID HOLIDAYS.....	11
SECTION 2. VACATIONS .....	12
<b>ARTICLE IX - LEAVES .....</b>	<b>13</b>
SECTION 1. SICK LEAVE .....	13
SECTION 2. SICK LEAVE CASH OUT.....	13
SECTION 3. SICK LEAVE SHARING.....	14
SECTION 4. BEREAVEMENT LEAVE.....	14
SECTION 5. MILITARY LEAVE.....	14

SECTION 6. JURY DUTY AND SUBPOENA LEAVE .....	15
SECTION 7. PERSONAL LEAVE.....	15
SECTION 8. OTHER LEAVE WITHOUT PAY .....	15
SECTION 9. FAMILY MEDICAL LEAVE .....	15
SECTION 10. EMERGENCY LEAVE .....	16
SECTION 11. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML).....	16
<b>ARTICLE X. - GRIEVANCE PROCEDURE .....</b>	<b>16</b>
SECTION 1. DEFINITIONS .....	16
SECTION 2. RIGHTS.....	16
SECTION 3. PROCEDURE .....	17
SECTION 4. ARBITRATION .....	17
SECTION 5. OTHER PROVISIONS .....	18
<b>ARTICLE XI - COMMITTEE SERVICE.....</b>	<b>18</b>
SECTION 1. COMMITTEES .....	18
<b>ARTICLE XII - INSURANCE .....</b>	<b>18</b>
SECTION 1. ELIGIBILITY.....	18
SECTION 2. SECTION 125 .....	19
<b>ARTICLE XIII - SALARIES .....</b>	<b>19</b>
SECTION 1. SALARY PAYMENT .....	19
SECTION 2. TRAVEL .....	19
SECTION 3. OTHER PROVISIONS .....	20
<b>ARTICLE XIV - TERM AND SEPARABILITY OF PROVISIONS.....</b>	<b>21</b>
SECTION 1. TERM.....	21
<b>APPENDIX A - SALARY SCHEDULES .....</b>	<b>22</b>
<b>APPENDIX B – PERFORMANCE EVALUATION REPORT FORM.....</b>	<b>23</b>
<b>APPENDIX B-2 – EMPLOYEE SELF-EVALUATION FORM.....</b>	<b>26</b>
<b>APPENDIX C – BUS DRIVER OBSERVATION CHECKLIST .....</b>	<b>27</b>