

TOUCHET SCHOOL DISTRICT &  
TOUCHET EDUCATIONAL SUPPORT  
PROFESSIONALS

COLLECTIVE  
BARGAINING  
AGREEMENT

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September 1, 2017 – August 31, 2020

**TENTATIVE AGREEMENT BETWEEN THE  
TOUCHET SCHOOL DISTRICT NO. 300  
And the  
TOUCHET EDUCATIONAL SUPPORT PROFESSIONALS  
PREAMBLE**

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

This Agreement is made and entered into between the Touchet School District #300 (hereinafter called the "District" or "Employer") and the Touchet Educational Support Professionals (hereinafter called "TESP" or the "Association").

**DEFINITIONS**

- "District" shall mean the Touchet School District # 300, County of Walla Walla, Washington.
- "Association" shall mean the TESP (Touchet Educational Support Professionals affiliated with the ESP/WEA/NEA).
- "Parties" shall mean the District and the Association as cosigners of the Agreement.
- "Agreement" shall mean the collective bargaining agreement signed by the parties.
- "Employee" shall mean a member of the bargaining unit.
- "Day" shall mean business day of the District, except during Winter Break and Spring Break.
- "Superintendent" shall mean the chief administrator of the District.
- "President" shall mean the presiding officer of the Association.
- "Act" shall mean RCW 41.56, the Public Employees' Collective Bargaining Act.
- "PERC" shall mean the Public Employment Relations Commission.

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1.1**

The Board of Directors of Touchet School District #300 recognizes the Touchet Educational Support Professionals as a bargaining unit as described in Section 1.2.

#### **SECTION 1.2**

The bargaining unit to which this agreement is applicable includes all full-time and regular part-time classified employees of the Touchet School District, excluding the bus drivers, supervisors and confidential employees.

**ARTICLE II**  
**ADMINISTRATION**

**SECTION 2.1**

Association representative(s) may meet with the Superintendent at mutually agreeable times and places during the school year, to review and discuss current school issues and practices and the administration of this Agreement.

**SECTION 2.2**

If any provision of the Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

**SECTION 2.3**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. The rights and functions afforded the Association throughout this Agreement are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions, and practices of the District. Existing personnel practices affecting wages, hours, terms, and conditions of employment not covered by this Agreement, shall remain in full force and effect unless contradicted by the Agreement.

**SECTION 2.4**

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

**SECTION 2.5**

Following ratification and signing of this Agreement, the Association shall design and prepare an electronic copy and the District will print this Agreement, subject to final approval of design, format and copy by both parties. The cost of printing the Agreement shall be borne equally by the District and the Association. The Association shall distribute copies of this Agreement to all covered employees including all new and prospective employees.

## **ARTICLE III**

### **BUSINESS**

#### **SECTION 3.1—PAYROLL DEDUCTION**

The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees for employees. The Association shall provide an automatic payroll authorization form to each employee upon hire with the district. Once an employee has signed the automatic payroll authorization, dues deductions shall be continuous thereafter. The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues, assessments, and fees shall be supplied to the District payroll office by the Association to determine monthly dues deductions.

The District shall provide for dues deductions, assessments, and fees through automatic payroll authorization and shall, without exception, refrain from intervention or failure to perform said service.

The employee may also have deducted from salary contributions to medical plans, tax sheltered annuities, credit union payments, and other plans compatible with the computer payroll program now being utilized by the Washington State Information Processing Cooperative (WSIPC).

#### **SECTION 3.2—REPRESENTATION FEE**

No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but who are members of the bargaining unit, will be required to pay a fair share representation fee to the Association. The amount of the fair share representation fee will be determined by the Association and transmitted to the Business Office in writing. The fair share representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make political deductions. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.59.100).

In the event that the fair share representation fee is regarded by an employee as a violation of his right to non-association, such bona fide objections shall be resolved according to the provisions of RCW 41.59.100 or the American Arbitration Association. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the fair share representation fee deduction.

#### **SECTION 3.3—EQUIPMENT USAGE**

The Association may use approved District buildings for meetings at such times as will not interfere with the normal operation of the District and which will entail no additional cost for building maintenance or custodial care.

The Association may use approved business machines of the District at reasonable times when such equipment is not otherwise in use. Said machines shall be used only in the building

in which they are normally housed. The Association shall pay for the cost of all materials and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to such use.

The Association may post official Association notices on bulletin boards provided in each building that are specifically designated by the District for that purpose, said bulletin boards to be divided equally among officially designated employee bargaining units. Notices so posted shall be appropriate to the school environment and shall not contain material that is detrimental or defamatory to any individual or group. The District assumes no responsibility or liability for material posted.

The Association may use in-District mail including electronic mail service for official Association communications so long as such communications are labeled as Association material and contain the name of the authorizing official, and provided that such communications are not defaming to any individual or group

### **SECTION 3.4—REPRESENTATIVE ACTIVITY**

Whenever any representative of the Association or any employees is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or other such meetings, the employee(s) shall receive their normal pay for participating in such activity.

## ARTICLE IV

### PERSONNEL--EMPLOYEE RIGHTS

#### SECTION 4.1--INDIVIDUAL RIGHTS

Employees shall be entitled to full rights of citizenship. Under the provisions of applicable state or federal law, there shall not be any discrimination against any classified employee on the basis of race, creed, color, national origin, sex, age or sexual orientation.

Any written complaint made against a TESP member by any parent, student, or other person will be promptly called to the attention of the TESP member (the next working day following receipt of the complaint). Any other complaint not promptly (within one (1) week) called to the attention of the TESP member may not be used as basis for any disciplinary action against the TESP member.

#### SECTION 4.2--RIGHT TO JOIN AND SUPPORT ASSOCIATION

Employees of the District who are represented by the Association shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations or processing grievances.

#### SECTION 4.3--RIGHT TO DUE PROCESS

No employee shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. 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 action shall be taken with respect to the employee until such representative of the Association is present. For the purpose of interpretation of this section, formal disciplinary action shall mean situations in which an employee is to receive a suspension from work, a written reprimand, or a notice of termination.

#### SECTION 4.4--JUST CAUSE

- A. Employees are expected to act ethically and to understand the rules of being an employee.

The District shall have the right to discipline and/or discharge any employee covered by this Agreement for just cause.

When an allegation is made against an employee, the District shall conduct a preliminary investigation and inform the employee that an allegation has been made. The employee has a right to a meeting regarding the allegation(s).

An employee shall be entitled to have a representative of the Association present during any meeting which might reasonably be expected to lead to disciplinary

action. It shall be the obligation of the employee to make the request to TESP for such representation.

The District shall:

1. Determine whether the alleged misconduct is detrimental to: (a) the orderly, efficient and safe operation of the District; (b) the performance behavior that the District reasonably expects of an employee. When the employee would not normally understand, as part of his/her employment, that a certain conduct or behavior might lead to discipline or dismissal, notice identifying such behavior shall be given to the employee. Progressive discipline procedures will be followed as set forth in 4.4 B below.
  2. Make an effort to discover whether the employee did, in fact, actually engage in misconduct.
  3. Conduct an investigation that is fair and objective.
  4. Apply its rules, orders and penalties evenhandedly and without discrimination to any employee.
  5. Be sure the degree of discipline administered by the District shall be reasonably related to: (a) the seriousness of the employee's proven offense, and (b) in appropriate circumstances, the District may consider other relevant conduct of the employee.
- B. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action, which normally includes verbal warning, written reprimand, and suspension, with non-renewal or discharge as a last resort. This section shall not prevent an arbitrator from viewing the appropriateness of discipline based on all the circumstances. The District reserves the right to implement more strict disciplinary action if the offense committed by the employee should so warrant.
- C. Any formal discipline record shall be placed in the employee's personnel file, including the reason for such action. A verbal warning is corrective and not disciplinary in nature and notation of that warning may be kept in the employees personnel file.
- D. The employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action.

#### **SECTION 4.5—SEXUAL HARASSMENT COMPLAINTS**

- A. Employees shall be protected against sexual harassment.



- B. The District will follow Federal and State Law in the investigation of sexual harassment complaints.
- C. The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually harassed on the job.
- D. The District shall treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties.
- E. There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including sexual harassment.

#### **SECTION 4.6**

If an employee desires to quit or if the District discharges an employee, two (2) week notice shall be given, provided, however, that the District is not obligated to give such notice where an employee is discharged for immorality, insubordination, intoxication, or just cause.

#### **SECTION 4.7**

Should the District decide to discharge any employee due to fiscal concerns, the employee shall be so notified in writing either as soon as practicable or at least one month prior to the expiration of the school year.

#### **SECTION 4.8**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**SECTION 5.1—PURPOSE**

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

**SECTION 5.2—DEFINITIONS**

- A. "Grievant" shall mean a classified employee or group of classified employees or the Association filing a grievance.
- B. A "grievance" shall mean a written statement (See Appendix I) by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the express terms of this Agreement.
- C. "Days" shall mean district work days.

**SECTION 5.3—PROCEDURE**

Within fifteen (15) days following the time when the grievant knows or could reasonably have known of the act or condition, which is the basis of the grievance, the grievant may file a written grievance with the immediate supervisor. Grievances filed in the name of the Association may be initiated at Step 2 of this grievance procedure as set forth below. All classified employees shall have the right of Association representation at each step of the grievance procedure.

**Step 1** - The immediate supervisor shall meet within seven (7) days following receipt of the grievance and attempt a mutually satisfactory resolution of the grievance during that meeting. If no satisfactory agreement is reached, the grievant may, within five (5) days, appeal to Step 2.

**Step 2** - The grievant shall meet with the Superintendent within five (5) days following the receipt of the grievants appeal from the decision in Step 1 above. The Superintendent shall render a decision within five (5) days.

**Step 3** - The grievant and/or the Association, within fifteen (15) days of the receipt of the Step 2 decision, may appeal the decision of the Superintendent to the Board of Directors. A meeting will be held within ten (10) days from the notice of appeal with the Board of Directors and the grievant/Association. Within seven (7) days a decision will be rendered by the Board. If no agreement is reached, then the grievant/Association may, within (ten) 10 days, file for arbitration under the voluntary rules of the American Arbitration Association.

**Step 4** - Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of the Agreement may be submitted to arbitration unless

specifically and expressly excluded within this Article. The arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator shall issue his decision within twenty (20) working days from the date final written briefs have been submitted, or if agreeable to both parties, twenty (20) working days after the completion of the hearing.

The arbitrator's decision shall be in writing and shall set forth finding of fact, reasoning, and conclusions of the submitted issues. The decision of the arbitrator shall be final and binding upon the District, the Association, and the grievant(s).

#### **SECTION 5.4—JURISDICTION OF ARBITRATOR**

The arbitrator shall not have power or authority to add to, subtract from, or alter any of the terms of this Agreement, but shall have the discretion to use past practice as a valid rationale for a current decision.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

#### **SECTION 5.5—TIME LIMITS**

Time limits in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

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.

#### **SECTION 5.6—ACCELERATED GRIEVANCE FILING**

In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure. Any grievance that has been filed prior to the termination date of this Agreement may be processed to completion even if the Agreement has expired.

#### **SECTION 5.7—REPRISALS**

No reprisal of any kind will be taken by the District against any employee because of his participation in any grievance.

#### **SECTION 5.8—COSTS**

The fees and expenses of the arbitrator shall be borne equally by the District and the Association.

## **SECTION 5.9—GRIEVANCE PROCEEDINGS**

When at all possible, all formal grievance proceedings will be held outside of regular classroom time. In the event that the meeting times are outside the control of the district, involved employees will be paid at their regular rate of pay.

## **ARTICLE VI**

### **EVALUATION**

#### **SECTION 6.1—PERSONNEL FILES**

Employees or former employees shall have the right to inspect the contents of their personnel files in the presence of a district representative. Employees shall have the right to attach their comments to any material contained in their file. Employees may be accompanied by a representative of the Association at any inspection of their files.

It shall be the responsibility of every classified employee to meet with his/her immediate supervisor at least once each school year to read through his/her personnel file.

Limit to Access. The official personnel (kept in the district office only) file shall be available for review only for District administrators and/or their designee(s), and to the employee or his/her written designee. One (1) copy of material contained in an employee's personnel file may, upon written request, be made available to the employee at his/her own expense. No other file containing personnel information shall be kept or used to evaluate or discipline an employee.

#### **SECTION 6.2—EMPLOYEE EVALUATION**

All parties agree that observing the work performance of employees is essential to the efficient operation of the District. Toward this end, employees shall be evaluated at least annually (Appendix II). All monitoring or observation of the work performance of an employee shall be conducted openly, without the use of electronic surveillance devices which shall be strictly prohibited.

#### **SECTION 6.3—PROVISIONAL EMPLOYEE PROBATION AND EVALUATION**

- A. Each new employee to the District shall remain in a provisional status for a period of not more than forty (40) workdays of the employee following the hire date. During this provisional period, the District may discharge such employee at its discretion and termination procedures and grievances regarding termination herein are not applicable. If a decision is reached by the new employee's supervisor that the employee may need additional time to meet the expectations of the position, an additional twenty (20) employee work days may be added to the employees probation. The TESP will be notified of any new employee who is placed on an extended probation.
- B. Upon satisfactory completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

#### **SECTION 6.4—EVALUATOR**

The primary evaluator for employees shall be the immediate supervisor or principal who supervises the employee. No employee shall have more than one evaluator of record.

## **SECTION 6.5—EVALUATION PROCESS**

The employee shall be given a copy of an evaluation report, prepared by his/her evaluator. No evaluation report shall be placed in the employee's file without opportunity for prior conference between evaluator and the employee. No employee shall be required to sign a blank or incomplete evaluation form. Signing the evaluation form acknowledges receipt of the form, not necessarily agreement with its contents. The employee has a right to attach comments on any evaluation report.

## **SECTION 6.6—OPPORTUNITY FOR GROWTH**

It is the belief of the District and TESP that the evaluation process is viewed as an opportunity for growth. Evaluations may be used to create plans of professional growth for the employee. Working in tandem with the direct supervisor, an employee may choose to create a plan of growth that will expand the skills of that employee. Beginning in the 2014 school year the district agrees to provide \$200 per person each year for professional growth. In order to be eligible for professional growth monies, the classes/trainings must be directly related to the work being performed and is outside of the work day. These classes are chosen by the employee. The employee will not be eligible for overtime for attendance at these classes. This money will not supplement nor replace any funds that would be used to train employees in the regular course of their duties nor will it be used for mandatory trainings.

Monies not used nor applied for by the classified members will be redirected to the general fund.

## **ARTICLE VII**

### **SENIORITY**

#### **SECTION 7.1—SENIORITY DATE**

The seniority of an employee within the bargaining unit shall be established on the date on which the employee began continuous daily employment (hereinafter called "hire date") regardless of the number of hours worked, unless such seniority shall be lost as hereinafter provided. If more than one employee has the same date of hire, they should be invited to a meeting where the more senior employee will be determined by toss of a coin.

#### **SECTION 7.2—SENIORITY LIST**

The District shall supply the Association with a Seniority list indicating the hire date by November 1<sup>st</sup> of each year.

#### **SECTION 7.3—LOSS OF SENIORITY**

Seniority rights of an employee shall be lost for the following reasons:

- A. Resignation
- B. Discharge for justifiable cause
- C. Retirement

#### **SECTION 7.4**

Seniority rights shall not be lost and will continue to accrue for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, or industrial illness; paid, authorized absence covered by the leave provision of this agreement and holidays and vacations and unpaid leaves of absence for the purpose of serving in the armed forces of the United States;

Seniority rights shall not be lost but shall not accrue for the following reasons:

- A. Authorized unpaid leaves of absence and involuntary layoff.

## ARTICLE VIII

### VACANCIES AND TRANSFERS AND REASSIGNMENT

#### SECTION 8.1—DEFINITIONS

Assignment: The placement of an employee to a position.

Vacancy: A new or open position to be filled.

Transfer: A change to a different assignment or building that involves no reduction in hours or working conditions.

Reassignment: A change to a different assignment or building that substantially changes the employees current working conditions.

Promotion: A permanent increase of hours or a change in job classification resulting in an increase of pay as a result of following established hiring procedures.

Position: A state of employment in which specific duties or responsibilities require an employee from the bargaining unit.

Substitute: A person placed in a bargaining unit position for no longer than 10 days.

#### SECTION 8.2—COMMITMENT TOWARD FULL-TIME EMPLOYMENT

The District and TESP encourage the employment of people on a full-time basis. To this end, when an assignment of one hour of overload work becomes available, they shall be offered to the most senior qualified employee with time available. (Assignments over one hour will be posted.) The District will make every effort to maintain the number of full-time positions. The District will notify TESP of the process used to fill the assignment.

#### SECTION 8.3

The employee with the earliest hire date shall have preferential rights regarding shift selection, promotions, reassignments to vacant jobs or positions.

#### SECTION 8.4

The Superintendent or his/her designee is responsible for all assignments and transfers. In the determination of assignment and transfers, the Superintendent or his/her designee shall consider the employee's seniority, training, experience, personal preference, ability, performance, and the best interests of the district. The assignment and transfer of an employee directly affects his/her satisfaction and effectiveness. Assignment and transfer should match the employee's qualifications in the areas of training, experience and personal preference.



## **SECTION 8.5**

The District shall publicize within the bargaining unit for five (5) working days the availability of a vacant position, as soon as possible after the District is apprised of the vacancy. A copy of the job postings shall be forwarded to the Association president. Upon approval by Labor/Management, postings may be made in-district and out-of-district concurrently. TESP applicants have priority before out-of-district applicants are considered.

## **SECTION 8.6—REASSIGNMENTS**

When an employee is reassigned to a new position that has substantially changed their working conditions, every effort will be made by the district to return the employee to their original position. A meeting between the parties will occur after 30 days of the reassignment to assess the length of time the employee will be in the reassigned position. If this is a permanent change to the employee's working condition, the employee will be given notice of that fact as soon as practicable by the district.

## **SECTION 8.7—SUBSTITUTES**

When an employee cannot fulfill duties due to an emergency situation, a vacant position will be declared by the district. The District will take into consideration the individual employee's situation. In the event there is an uncertainty in the declaration of any vacancy and there is a need for an employee, the District will: (1) hire a substitute where there is an immediate need; this hiring shall not exceed ten (10) days except by mutual agreement of Labor/Management. An immediate need for temporary personnel will be determined by the Superintendent. (2) During this period of time, the Superintendent will evaluate the employment need and all current personnel assignments.

When a substitute is needed, current part-time employees will receive an extension of their workday provided that schedules allow for that extension and the employee's workday does not exceed eight (8) hours of employment. When all personnel have been contacted and all opportunities for adjustment exhausted, and the case has been decided by Labor/Management, the District will hire a temporary substitute from applications currently on file until information concerning the absent employee allows the District to declare the position vacant. A classified substitute list will be established annually.

## **SECTION 8.8—VOLUNTARY TRANSFERS**

An employee who voluntarily transfers to a new position in the bargaining unit within the district shall receive no loss in pay.

## **SECTION 8.9—INVOLUNTARY TRANSFERS**

An employee who changes positions as a result of an involuntary transfer will be paid at the higher of his/her present wage. Their current salary rate will be held until they reach the next step of the salary schedule.

## **SECTION 8.10—SUMMER WORK**

Employees desiring summer work shall file their phone numbers and addresses in writing with the District personnel office and thereafter shall promptly advise the District in writing of any change in phone number, address, or hiring status. Only employees who have complied with the above filing procedure shall be notified of openings.

The District shall maintain a list of current employees desiring summer work and shall publicize for a minimum of five (5) working days the availability of new or open positions. The District shall first consider current employees before considering outside applicants. A copy of job postings shall be forwarded to the president of the Association. Current employees shall have preferential rights to summer positions.

## **ARTICLE IX**

### **LAYOFF PROCEDURES**

#### **SECTION 9.1—MEETING**

Layoff is a reduction in the work force. Prior to the final determination of a layoff by the Board of Directors, a Labor/Management meeting between the superintendent, or designee, and the Association will be held in an effort to determine if other reasonable options exist that may reduce or eliminate the need for Layoff to occur. The District will give consideration to meeting those needs through attrition, which shall include, but which is not limited to, resignation, retirement and leaves.

#### **SECTION 9.2—WRITTEN NOTICE**

The District shall provide written notice to each impacted employee and to the president of the Association. A list of all impacted employees will be delivered to the president of the Association within five (5) working days prior to notification to the impacted employees.

#### **SECTION 9.3—LAYOFF PROCEDURE**

- A. In the determination of layoff, the individual with the least seniority in the bargaining unit is laid off. Consideration of exemption from layoff will be given by the parties to those positions with specific qualifications. The last remaining senior employee subject to layoff, or whose total position is not eliminated may lose hours, but not their employment with the district.
- B. Any new job descriptions shall be developed and presented at the Labor/Management meeting referenced in 9.1 above, and prior to the announcement of the Layoff.

#### **SECTION 9.4—RECALL PROCEDURE**

- A. Employees laid off shall be placed in a re-employment pool maintained by the District according to seniority ranking.
- B. Following the layoff of the least senior individual(s), the most senior displaced employee whose position is eliminated may assume the position of any employee who is less senior, regardless of the number of hours, if he/she meets the minimum requirements as stated in the appropriate job description.
- C. If vacancies occur during the life of the re-employment pool, filling of vacancies shall be by seniority.
- D. If a temporary (substitute) vacancy occurs during the life of the re-employment pool, employees in lay off status will be called to fill those temporary vacancies.

- E. An employee remains in the re-employment pool for two (2) years from date of layoff notice, or until the employee resigns from the district. The employee will notify the district of their intent to stay in the pool prior to the beginning of the 2<sup>nd</sup> year during their layoff status. Employees will notify the district immediately of a change of address or employment status.
- F. Employees on layoff status may continue to participate, at their own expense, in the insurance programs as allowed by the insurance carrier to the limits required by COBRA.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

#### SECTION 10.1

Employees who are changing positions or number of hours will be given a written notice of their hours, assignment for the coming school year, rate of pay and personal work calendar prior to the first day they report to school. All current employees will be given written notice of the next year's job placement (including hours of work and rate of pay) if possible prior to May 15 and no later than July 1.

#### SECTION 10.2

Employee knowledge of work stability is important, consequently each employee shall be assigned to a definite and regular work schedule which shall not be changed without reasonable prior notification to the employee, except in emergency situations.

#### SECTION 10.3—WORKDAY

- A. Full-time Work Day. The normal full-time work shift shall consist of eight and one-half (8 1/2) hours for eight (8) hours' compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, an uninterrupted fifteen (15) minute first-half and uninterrupted fifteen (15) minute second-half rest break.
- B. Part-time Work Day. Employees working more than five (5) hours but less than eight (8) hours shall receive a fifteen (15) minute uninterrupted rest break in each of the first and second segments of the shift, and shall also receive a thirty (30) minute uninterrupted lunch break as near the middle of the shift as is practicable.
- C. Employees working three (3) hours or more are entitled to one fifteen (15) minute relief period as part of the paid working day. Where practical, relief periods should be taken at regularly schedule times.

#### SECTION 10.4—LUNCH PERIODS

- A. Employees required to work through their regular lunch periods will be assigned an alternate time to eat. In the event that the principal/supervisor requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the lunch period at regular rates.
- B. Employees working at multiple job sites shall take their scheduled breaks at the site of their choosing. Travel time is not included in lunch break.

## **SECTION 10.5—CALL BACKS**

- A. Employees called back to work after the completion of their daily shift shall receive a minimum of two (2) hours pay for the callback.

## **SECTION 10.6—OVERTIME**

- A. All hours under (40) hours per week will be paid at the employee's regular hourly rate. All hours worked in excess of forty (40) hours in one week shall be compensated at one and one-half (1 1/2) times the employee's applicable base hourly rate.
- B. Double time pay shall be paid for Holidays & Sundays unless Sundays are part of an employee's regular work week.

## **SECTION 10.7—TEMPORARY REASSIGNMENT TO SUBSTITUTE**

- A. In the event the District or immediate supervisor temporarily assigns a permanent employee as a temporary substitute to perform services regularly performed by another employee, the assigned employee shall be paid at his/her regular pay rate or, the beginning rate of the absent employee, whichever is higher.
- B. If the assignment exceeds ten (10) consecutive working days (duration changed only by mutual agreement), the position shall be posted and filled as per this contract.

## **SECTION 10.8—SCHOOL CLOSURE**

- A. If schools are closed after the building starting time, employees who have reported to work and are affected by the closure will be paid for the hours worked up to the time of notification or a minimum of three (3) hours, whichever is greater.
- B. When schools are closed early, employees shall be permitted to leave immediately after students are dismissed.
- C. When school is dismissed for early release or there is a late start for in-service, conferences, etc., the employee may work his/her normal shift based on a flexible plan determined by the immediate supervisor and employee. Other work hours may be established. For those employees who are unable to work out a flexible plan due to scheduling conflicts, employees will be paid for hours worked during that day. All reasonable efforts will be made by the district and the employee to come up with a workable flex plan so no loss of pay shall occur.
- D. It is the responsibility of the employee to access all available methods of notification of the school closure(s) caused by bad weather. If general notification of school closure(s) during this period is not given at least one hour prior to the employee's shift start time and the employee reports to work, the employee shall be compensated for three (3) hours.

## **SECTION 10.9—OTHER DUTIES AS ASSIGNED**

When duties are to be performed that are not a regular part of the regularly assigned duties, the administrator will work with the employee to adjust the current workload to match hours scheduled. For those employees who are asked by an administrator or as a requirement of their job to escort and supervise children during events that have an overnight stay, a per diem stipend will be given for each occurrence.

## **ARTICLE XI**

### **SALARY PLACEMENT, PAYMENTS, INSURANCE AND RETIREMENT**

#### **SECTION 11.1—SALARY SCHEDULE**

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A. Checks shall be issued on the last District workday of each month.

#### **SECTION 11.2—LEGISLATIVE ADJUSTMENTS TO SCHEDULE**

Pay adjustments (COLA) approved by the legislature for classified employees will be passed on to the employees beginning with the month the increases take effect. A percentage raise, if provided, will be passed through per Salary Schedule language.

#### **SECTION 11.3—PAY UPON LEAVING DISTRICT**

All compensation owed to an eligible employee who is leaving the District's employ shall be paid in the next full pay period following such termination of employment.

#### **SECTION 11.4—SALARY PLACEMENT**

- A. Prior employment by a Washington State Public School system shall count in full for salary schedule placement, as long as the employment occurs within two (2) calendar year(s) of leaving another District.
- B. Individuals who exceed two calendar years or individuals who have verified, comparable experience in out-of-state systems, private schools, colleges, or private enterprise may be credited on a one-for-two basis not to exceed placement on Step 3 for salary schedule purposes.
- C. Current employees who have been paid under the prior system used by the Touchet School District (before September 1, 2011) will not suffer any loss of pay when a new salary schedule is agreed upon by the parties. Those employees will be able to move to the next step in the schedule when eligible to do so. Employees will be placed on the step that is closest to their current salary—years of service will not be taken into consideration for first time placement. Those employees with more than 10 years experience in the district will be eligible to move one step every year until they have reached top of the salary schedule.
- D. Step increases will be received beginning September 1 of each year.



### **SECTION 11.5—MEDICAL INSURANCE**

The district shall contribute 100% of the state authorized amount for insurance premiums. The district will contribute \$20.00 toward the HCA calculated on the employees' FTE benefit equivalencies to the insurance pool.

Employees terminating employment shall be entitled to continue receiving the District insurance benefits in accordance with Federal Law (COBRA).

### **SECTION 11.6—PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Employees shall be members of the Public Employees' Retirement System as required by law. The District shall report all hours worked, whether straight time or overtime, for the purpose of retirement.

## ARTICLE XII

### LEAVES

*A sick day, whether earned or used, is defined as being the same number of hours as the employee's normal workday.*

#### **SECTION 12.1—SICK, INJURY AND EMERGENCY LEAVE**

Employees shall be allowed sick, injury and emergency leave without salary deduction on the basis of one (1) day per pay period of employment. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of sick leave at the beginning (front loaded) of the school year. Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's normal daily work shift. Should an employee's normal daily work shift increase or decrease, sick leave benefits will be paid in accordance with his/her normal daily work shift. Sick leave shall be allotted on a pro rata basis for employees entering service during the school year.

#### **SECTION 12.2—USE**

Sick leave may be used as emergency leave and shall be deducted from the employee's accrued sick leave balance. The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.

#### **SECTION 12.3—DOCUMENTATION**

An employee on sick leave for more than five (5) consecutive days may be required to submit to their supervisor a written statement from his/her health care provider attesting to the need to be on sick leave and probable date of return to work. Employees who abuse the provisions of this section shall be subject to disciplinary action which could include loss of pay.

#### **SECTION 12.4—ACCUMULATION**

Unused sick leave shall accumulate from year to year on a prorated basis for assigned daily hours and for partial years worked to a total of one hundred eighty (180) days as provided by law.

#### **SECTION 12.5 —ANNUAL SICK LEAVE BUY-BACK**

An employee may exercise an option to receive remuneration for unused leave under this section accumulated in the previous year at a rate equal to one (1) day's compensation of the employee for each four (4) full days accrued leave for illness, injury, or maternity in excess of sixty (60) days. Leave for illness, injury, and maternity for which compensation has been

received shall be deducted from the employee's accumulated sick leave at the rate of four (4) days for every one (1) day's compensation paid.

#### **SECTION 12.6—TERMINATION CONDITIONS**

In the event that an employee terminates employment in the District, the employee shall reimburse the District for sick leave days used but not earned.

#### **SECTION 12.7—CONVERSION OF SICK LEAVE UPON RETIREMENT OR DEATH**

At the time of an employee's separation from the District due to retirement or death, an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation for the employee for each four (4) days accrued leave under this section (Cash out).

#### **SECTION 12.8—FAMILY ILLNESS**

Any eligible employee is entitled to the benefits of the State Family and Medical Leave Act and FMLA. Employees may use accumulated sick leave to care for a family member with a health condition that requires treatment or supervision.

#### **SECTION 12.9—FAMILY ILLNESS/BEREAVEMENT LEAVE**

Employees shall be allowed five (5) days of bereavement leave per year with full pay for death in the immediate family. Such leave shall not be deducted from sick leave and is non-cumulative. Immediate family is defined as the employee's spouse, domestic partner, father, mother, parents of spouse or domestic partner, grandparents, grandparents of spouse or domestic partner, children, brother, sister, brothers-in-law, sisters-in law, grandchildren, aunt, uncle, niece, nephew, or any relative residing in the employee's household. Additional days may be requested and granted by the Superintendent which would be deducted from sick or unpaid leave.

Employees will be given time off to attend the funeral of a friend. Such leave will be deducted from sick leave.

#### **SECTION 12.10—MATERNITY/PATERNITY LEAVE**

- A. An employee requesting maternity leave shall file such request a minimum of six (6) weeks prior to the commencement of maternity leave and shall indicate in such request the expected date of birth and the intended date for return to her position following childbirth.
- B. The employee may be allowed to work as long as she is determined to be in good health and is able to carry on her full responsibilities, provided that she has a physician's approval to continue working.

- C. The beginning and ending dates of maternity leave shall be arranged between the employee and the District administration. Sick leave shall be allowed due to pregnancy or childbirth.
- D. In the event that sick leave has been exhausted, the employee may apply for an extended leave of absence. Extended leave granted under this section shall be without pay and benefits and such leave time shall not count towards salary advancement or seniority.
- E. Up to two (2) days of paternity leave shall be granted per year, deductible from sick leave. Such leave shall be noncumulative.

**SECTION 12.11—PERSONAL LEAVE**

- A. Each employee shall have two (2) personal leave days with pay per year
- B. Written request to the employee’s supervisor for personal leave shall be made at least one (1) day before taking such leave
- C. The District shall grant an additional personal leave day to all employees having completed five (5) years of service to the District.
- D. Approvals of Personal leave on any given day shall not exceed two (2) employees in any one (1) building. Upon principal approval and if substitutes are available, additional classified staff may be allowed personal leave on any given day.
- E. In the event that an employee does not use his/her personal leave days during the given school year, he/she may automatically carry one (1) days over to the next school year. Personal leave days may be accumulated up to five (5) days.
- F. Employees may have the option to cash out three (3) personal leave days per year, to be paid in their June paychecks.

**SECTION 12.12—MILITARY LEAVE**

- A. Employees shall be granted military leave of absence without pay during the time they are required, involuntarily, to serve on active duty in the Armed Forces of the United States.
- B. Upon returning to work from such leave, such employee(s) shall be entitled to a normal salary experience increment for up to two (2) years of such active duty and shall be assigned to the position(s) last held, if available, or to a similar position in the District, if available.

### **SECTION 12.13—JURY DUTY**

- A. In the event an employee is summoned to serve as a juror or appear as a witness in court, such employee shall receive a normal day's pay for each day of the required presence in court, provided, however, that any compensation for such services less documented travel and meal expenses shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay.

### **SECTION 12.14—UNPAID LEAVES**

- A. Leave of absence without pay may be requested from the superintendent for a period not to exceed one (1) month and by the School Board for a period not to exceed one (1) year for illness, personal hardship, or in order to work toward the completion of an employee's personal growth plan, subject to renewal on recommendation of the superintendent.
- B. At such a time, a replacement person may be hired in a temporary capacity for a regular employee who is on a leave of absence.
- C. A District employee who temporarily replaces an employee on leave of absence granted under the terms of this Agreement has the right to access their previously held position upon the return of the employee on leave to his/her previous held position.
- D. The employee will notify the District at least thirty (30) days in advance of his/her intention to return to the District. The District will reinstate the employee into a comparable position with the same number of hours previously worked, or position that meets approved growth plan aspirations.
- E. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and years of District experience shall not accrue while the employee is on leave of absence.
- F. At the option of the carrier, and if the employee so requests, insurance benefits may be extended to the employee during a leave of absence. Cost of insurance premiums shall be paid by the employee in accordance with the payment schedule in effect in the District.

### **SECTION 12.15—DAILY LEAVE WITHOUT PAY**

Individual days taken as leave without pay may be granted by the administrator and supervisor on a day-to-day basis and generally when applicable leave has been exhausted.

### **SECTION 12.16—ASSOCIATION LEAVE**

With prior notice to the District, authorized Association Representatives shall be granted fifteen (15) days leave with pay per year for official Association business. Requests for such leave will be submitted to the immediate administrator five (5) school days prior to the commencement of such leave. The cost of substitutes is to be paid by the Association.

#### **SECTION 12.17—LEAVE SHARING**

TESP members will have the ability to share sick leave. Only those TESP members who have over 260 hours of accumulated sick leave may participate. Donations of leave will not bring an employees' leave balance below 260 hours. The member will provide to the business office written notification of hours donated to the eligible employee. Documentation will be kept in Employee Access also.

**ARTICLE XIII**  
**VACATION/HOLIDAY**

For purposes of this section alone, an eligible employee is one who is a twelve (12) month full-time employee of the district. Current eligible employee's vacation days will not be detrimentally affected by the schedules listed below.

**SECTION 13.1**

Full-time employees shall be eligible for annual vacations with pay on the following basis:

Years Completed	Days Vacation
1-5	12
6-10	15
11-15	20
16 and over	23

- A. It is mutually agreed that vacations shall be scheduled at times when normal activities of the School District will be least disrupted. If two (2) or more employees request overlapping vacation time, the employee with the greatest seniority shall be given priority unless his/her absence would disrupt normal District activities.
- B. Request for summer vacations shall be submitted by June 1.
- C. Vacation leave may be accumulated to a total of twenty-three (23) days. Vacation must be used prior to August 31. If for some reason an employee is unable to use vacation time, the employee and direct supervisor will create a plan for the employee to use any overage amount prior to December 31 – otherwise the employee will be paid the overage amount (anything over the accumulated 23 day maximum) in their last payroll advice of the year (December 31). 1) The Touchet School District encourages its employees to use their vacation time during the year it is earned. 2) Employees who are discharged or who terminate employment in good standing with two (2) weeks' notice shall be eligible to receive payment for earned, unused vacation days.

## SECTION 13.2—HOLIDAYS

- A. Eligible employees shall be paid for the following holidays that fall within their work year:

Labor Day	Martin Luther King Day
Veterans Day	President's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Independence Day
Christmas Eve	
Christmas Day	
New Years Day	

- B. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday.
- C. Eligible employees who are required to work on the above-described holidays shall receive time and one-half (1 1/2) their base hourly rate for time worked, provided, however, that this section shall not apply to those employees whose duties and responsibilities normally require that they are "on call" at all times including holidays.
- D. Should a holiday occur when an employee is on vacation, the employee shall be allowed to take one (1) extra vacation day with pay in lieu of the holiday as such.
- E. When a holiday falls on a weekend, it shall be observed on the preceding Friday or the following Monday.



## **ARTICLE XIV**

### **SAFETY**

#### **SECTION 14.1—PHYSICAL HARM**

An employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the work site supervisor/principal/administrator, and if necessary, the appropriate authority of such threatened harm. Steps taken to provide for the employee's safety shall be reported to the supervisor/principal/administrator and employee at the earliest possible time.

#### **SECTION 14.2—SAFE WORKING CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions. Should the employee become aware of an unsafe or hazardous condition, the employee shall notify their supervisor, the building administrator or designee immediately

#### **SECTION 14.3—REASONABLE FORCE**

Employees may use such reasonable measures as necessary to protect themselves, a fellow employee, a teacher, an administrator, or students from attack, physical abuse or injury, or to prevent damage to District property.

#### **SECTION 14.4-SAFETY GEAR/TOOLS**

The district and TESP believe that each employee requires the right tools and safety equipment to complete their jobs. The district will provide working equipment. The district agrees to replace/repair equipment within one week of written notice given to the superintendent. Back support braces will be made available for employees upon written request to the superintendent.

**ARTICLE XV  
DURATION AND SIGNATORY PROVISION**

This Agreement shall remain in full force and effect from the date of ratification by the Touchet Education Support Professionals and the Touchet School District until August 31, 2020. Either party may, upon written notice, no later than sixty (60) days before the date of expiration, give notice of its intent to negotiate a successor Agreement. Re-openers each year shall be any legislative or administrative rules which impact wages, hours, and working conditions; two specific items of compensation and benefits; calendar; and two other items from either side.

Upon mutual consent of both parties, this Agreement may be modified at any time.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this  
12<sup>th</sup> day of April, 2017

FOR THE ASSOCIATION

Lisa Richards  
Deborah Street  
  
\_\_\_\_\_

FOR THE BOARD

Susan H Beel  
SB  
  
\_\_\_\_\_

**APPENDIX I  
GRIEVANCE REPORT FORM  
TOUCHET SCHOOL DISTRICT  
GRIEVANCE # \_\_\_\_\_**

Distribution of Form:

- Immediate Supervisor
- Association
- Grievant
- Personnel Office

\_\_\_\_\_  
Name of Grievant                      Work Site                      Assignment                      Date Filed

**STEP 1: (meeting held with 7 days of receipt by supervisor)**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance and Sect. of Contract Violated:

2. Relief Sought:

\_\_\_\_\_  
Signature of Grievant                      Date

C. Date of Grievance Meeting:

D. Step 1-- Administrator Response (decision and reasons):

\_\_\_\_\_  
Signature of Supervisor                      Date

E. Association Response to Step 1: (**Response within 5 days**)

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

If additional space is needed, attach an additional sheet.

**Step 2: (Meeting within 5 days)**

- A. Date Received by Superintendent:
- B. Date of Grievance Meeting:
- C. Step 2 Superintendent Response (decision and reasons) (**response within 5 days of meeting**):

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

- D. Association Response to Step 2: (**response to next step due within 15 days**)

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

**Step 3: (Meet within 10 days)**

- A. Date Received by Board Chair:
- B. Date of Grievance Meeting:
- C. Step 3 Board Response (decision and reasons): (**within 7 days of meeting**)

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

- D. Association Response to Step 3: (**file for arbitration within 10 days of decision**)

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

**Date Submitted to Arbitration:** \_\_\_\_\_

**APPENDIX II  
PERSONNEL PERFORMANCE EVALUATION FORM**

**NAME:** \_\_\_\_\_ **PERIOD OF REPORT:** \_\_\_\_\_  
(Last) (First) (M)

Type of Evaluation: \_\_\_ Annual \_\_\_ Probation \_\_\_ Other

Date: \_\_\_\_\_

Assigned Building: \_\_\_\_\_ Job Title \_\_\_\_\_

**OVERALL PROFESSIONAL APPRAISAL:**  
\_\_\_ Exceeds Expectations \_\_\_ Satisfactory \_\_\_ Unsatisfactory

**JOB KNOWLEDGE/JOB SKILLS:**

\_\_\_\_\_

**WORK HABITS:**

\_\_\_\_\_

**HUMAN RELATIONS:**

\_\_\_\_\_

**PROFESSIONAL GROWTH & GOALS:**

\_\_\_\_\_

**Evaluator's Comments:**

\_\_\_\_\_

**Employee's Comments:**

\_\_\_\_\_

**Evaluator's Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

*My signature below indicates that I have received a copy of this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may attach a written statement to this form.*

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

TSD Salary Proposal

27-Mar-17

This proposal does not reflect legislative impact.

Any legislative impact will be added to the schedule per Sec 11.2.

	1.1	1.05	1.05						
10% from 16-17									
2017-2018	Years Ex	0-2	3-5	6-9	10-12	13>>>			
Food Service		\$ 12.84	\$ 13.51	\$ 14.15	\$ 14.76	\$ 15.35			
Custodian		\$ 16.15	\$ 16.69	\$ 17.21	\$ 17.72	\$ 18.19			
Grounds		\$ 17.40	\$ 17.92	\$ 18.47	\$ 19.02	\$ 19.60			
Library		\$ 12.58	\$ 13.28	\$ 13.92	\$ 14.54	\$ 15.14			
Parapro		\$ 15.47	\$ 16.03	\$ 16.56	\$ 17.09	\$ 17.59			
Parapro +						\$ 21.23			
Total annual cost to district, excluding benefits							\$ 217,042.60		
Additional cost to district from previous year							\$ 19,731.15		

5% from 17-18

2018-2019	Years Ex	0-2	3-5	6-9	10-12	13>>>			
Food Service		\$ 13.48	\$ 14.18	\$ 14.86	\$ 15.50	\$ 16.12			
Custodian		\$ 16.95	\$ 17.52	\$ 18.07	\$ 18.60	\$ 19.10			
Grounds		\$ 18.27	\$ 18.82	\$ 19.39	\$ 19.97	\$ 20.58			
Library		\$ 13.21	\$ 13.94	\$ 14.62	\$ 15.27	\$ 15.90			
Parapro		\$ 16.24	\$ 16.83	\$ 17.39	\$ 17.95	\$ 18.47			
Parapro +						\$ 22.29			
Total annual cost to district, excluding benefits							\$ 227,894.72		
Additional cost to district from previous year							\$ 10,852.13		

5% from 18-19

2019-2020	Years Ex	0-2	3-5	6-9	10-12	13>>>			
Food Service		\$ 14.15	\$ 14.89	\$ 15.60	\$ 16.28	\$ 16.93			
Custodian		\$ 17.80	\$ 18.40	\$ 18.97	\$ 19.53	\$ 20.05			
Grounds		\$ 19.19	\$ 19.76	\$ 20.36	\$ 20.97	\$ 21.60			
Library		\$ 13.87	\$ 14.64	\$ 15.35	\$ 16.04	\$ 16.70			
Parapro		\$ 17.05	\$ 17.68	\$ 18.26	\$ 18.85	\$ 19.39			
Parapro +						\$ 23.41			
Total annual cost to district, excluding benefits							\$ 239,289.46		
Additional cost to district from previous year							\$ 11,394.74		