

# AGREEMENT

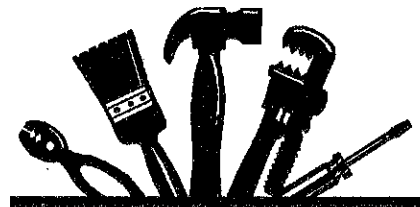
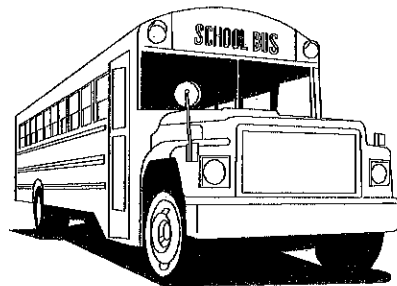
Between

**Olympia School District No. 111**

And

**Teamsters Local 252**

**Custodial, Maintenance, and Transportation  
Employees**



**September 1, 2010 through August 31, 2012**

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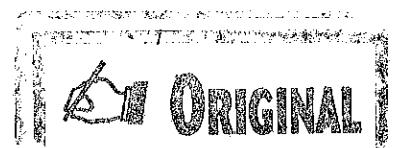
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**AGREEMENT**  
between  
**OLYMPIA SCHOOL DISTRICT NO. 111**  
and  
**TEAMSTERS LOCAL UNION NO. 252**

**(Custodial, Maintenance, and Transportation)**

**PREAMBLE**

For the purpose of developing and maintaining good and harmonious relationships between Olympia School District No. 111 and members of Teamsters Local Union No. 252 who are employed by Olympia School District No. 111, and shall be in force from September 1, 2010, through August 31, 2012.

**ARTICLE I BARGAINING UNIT**

The Olympia Board of Education for Olympia School District No. 111 fully recognizes that an election was held according to law; and the Teamsters Local 378, Olympia, Washington, won the right to bargain for custodial, janitorial, grounds, maintenance, bus drivers and/or any combination of the above under the conditions set forth in the Washington State Public Employees Collective Bargaining Act of 1967. (Note: On January 1, 2004, Teamsters Local 378 merged into Teamsters Local 252, the successor Union Organization.)

**ARTICLE II UNION SECURITY**

1. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment become and remain members in good standing of the Union.
2. The school District shall retain the sole right to the selection of new employees.

**ARTICLE III DUES CHECK-OFF**

1. The School District agrees to deduct from the wages of Union members who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of employees from whose pay deductions were

made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union, and the Union shall settle all questions and disputes between it and its members with reference to the deductions or refunds of the like without recourse to the employer.

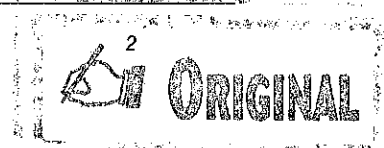
2. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Teamsters DRIVE (Democrat Republican Independent Voter Education). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a monthly basis. The Employer shall transmit to DRIVE National headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

#### ARTICLE IV NON-DISCRIMINATION

1. No worker shall be discriminated against for upholding Union principles nor shall any worker who serves as a shop steward or on a committee of the Union lose their job or be discriminated against for such reasons.
2. No employee shall suffer a reduction in wages or be deprived of more favorable working conditions due to the signing of this Agreement.
3. The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964. Further, the parties do hereby agree not to discriminate on the basis of race, color, religion, sex, age, national origin, disabled or Vietnam era veterans, marital status or presence of a handicap. The term "he" shall include the corollary meaning of "she".

#### ARTICLE V SENIORITY

1. In the event the Board should determine that layoffs are necessary, the principle of seniority (length of service) shall be applied in cases of lay-off for lack of work and for re-hire when work becomes available. Seniority shall also apply in cases of promotion or transfer from one job to another whenever job openings exist within the bargaining unit. In situations such as listed above, employees must be qualified to perform the available work in order to exercise seniority rights. The above provision shall not apply to casual employees. Laid-off employees will be given ten (10) calendar days to answer written notice of recall and will return to work when notified or face loss of seniority.
2. Seniority shall be broken by a lay-off that continues through the end of the current school year plus one (1) full additional school year, by voluntary resignation, or by discharge, in accordance with the terms of this Agreement.
3. All job vacancies under this Agreement shall be posted for five (5) working days for bidding seniority purposes. In addition to being posted on the District website, such posting shall



be in a conspicuous place so all employees may receive notice. All vacancy notices shall be sent to all Head Custodians for posting in their schools, and copies to be posted in the maintenance and transportation shops, with a copy to the Union. In the case of filling skilled vacancies, the District will give consideration to employees who have become qualified by vocational training.

4. The senior person will be awarded the bid and will be given a reasonable trial period to demonstrate their ability, the determination to be made by the District, subject to the grievance procedure. In addition, employees awarded a bid will be given up to five (5) working days in the new position to relinquish the bid and return to their former position; however, if the employee is serving in a temporary replacement position at the time of being awarded the new bid, such employee may elect to forfeit or immediately serve their five-day trial option and remain in the temporary position until it either ends or he/she elects to go to their new bid position prior to the temporary position ending. This Section is not applicable for bus drivers selecting available vacant bus routes at their annual In-Service day on or around the beginning of a new school year.
5. All non 12-month employees will be given first opportunity for extra bargaining unit work for which they are qualified, by order of seniority, during non-school weeks. For such extra work, the District shall make a good faith effort to post no later than two weeks prior to the last day of school before the break, a notice of expected work opportunities along with an availability sign-up sheet for each non-school week. Employees who indicate their availability are expected to be available for work the entire week.
6. Temporary positions which are expected to run thirty (30) calendar days or more shall be posted for bidding in the normal manner; with a statement that reads: "This vacancy may create a subsequent vacancy when filled. Please contact Human Resources by the closing date of a temporary position posted in order to be considered for the subsequent vacancy." Subsequent vacancies created will be filled by the District. Temporary positions with expected duration of less than thirty (30) calendar days may be posted at the District's discretion. However, for temporary absences that were not originally expected to run thirty (30) calendar days or more, and have not been posted, but have continued into the third week of absence, the District agrees to initiate and make a good faith effort to have the posting and bidding process completed by the thirty-first (31<sup>st</sup>) day of temporary vacancy in the event the absence actually continues beyond thirty (30) calendar days. This will in no way interfere with summer work programs.
7. Except in emergencies, all day shift work will be offered to the regular employees by seniority at that location. If no location employee is available, the day shift work will be offered by seniority to those that have signed on the "Night to Work Day" list, before being assigned to a substitute. The "Night to Work Day" list shall be posted for sign-up on or around the first day of each school year and shall remain posted throughout the school year. Emergencies include any typically defined emergency condition during which District or community services are adversely impacted, posing a risk or threat to student, employee, or facility safety or well-being whereby it is necessary in the interest of safety to locate and assign a qualified employee as quickly as possible.

## ARTICLE VI LEAVE OF ABSENCE

1. Extended Leave--Any employee so desiring shall be granted a leave of absence from their position without loss of seniority, but without pay, for a period not to exceed one (1) year, upon the showing of cause satisfactory to their Employer. Leave of absence requests shall be made while the employee is still in employment status or in a period of illness where health or other compelling personal reason prompts such request and follows in continuity with actual employment status. Requests for all leaves of absence must be in writing and submitted ten (10) days prior to effective days of leave. Leave of absence without pay shall not be allowed until all annual leave credits have been used. Each request is subject to approval by the District Board of Directors and will be responded to in writing within seven (7) calendar days following the date of Board action and not later than thirty (30) calendar days following receipt of the request by the District.
2. Sick Leave (employee):
  - a. The Employer shall grant leave with pay and accruing seniority for bona fide illness of an employee, to the extent of one (1) day for each month of service of any employee, provided, however, that such sick leave earned shall be limited to twelve (12) days in any one (1) year. Nine (9) month employees shall be allowed ten (10) days sick leave per year, except that nine (9) month employees who perform summer bargaining work in July and/or August shall additionally accrue one (1) day sick leave for that month if such employee is compensated a minimum of fifteen (15) days in said month. ("Compensated" time for the purpose of this Section shall be identified as Holiday pay, Sick Leave pay, and/or Bereavement Leave pay as well as pay for actual hours worked.)
  - b. In January of the year following any year in which a minimum of sixty (60) days leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
  - c. At the time of separation from District employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury: PROVIDED, that an employee shall be entitled to all the benefits conferred by this section as of the effective date of this act. In the year of retirement, the employee may opt to contribute his or her sick leave remuneration into a Sick Leave Conversion Medical Reimbursement Plan provided by the District.
  - d. Unused accrued sick leave shall lapse in the event of discharge or voluntary resignation except as provided in RCW 41.04.340.

- e. In cases of excessive absences due to sickness, the Employer may require that the employee furnish a statement from a duly licensed physician. In extreme excessive absence situations, the Employer may require the employee to furnish medical evidence regarding employability, from a duly licensed physician. Excessive and extreme excessive absences may exist when an employee accesses the entirety of their accumulated leaves in any given time period. Failure on the part of an employee to maintain appropriate communication regarding absences or furnish an appropriately requested medical provider statement and/or evidence regarding employability from a duly licensed physician may result in disciplinary action, up to and including termination of employment.
3. Sick Leave (family)--An employee shall be granted sick leave in the event of the illness of a member of the immediate family.
4. Bereavement Leave--An employee shall be granted leave for bereavement in the event of the death of a relative or close friend. The following are guidelines for bereavement: five (5) days in the event of the death of a spouse, child, mother, father, brother or sister, step-parents, step-children, in-laws, and grand-parents.; three (3) days in the event of death of other members of the immediate family; one (1) day in the event of the death of a close friend. If travel is necessary and cannot be completed in the number of days allowed, consideration will be given in unusual circumstances. Supervisors may require documentation of death and/or relationship in cases of suspected abuse of bereavement leave.
5. Sick Leave--Adjustment for Workers' Compensation:
- a. For a period of absence from work due to injury or occupational disease resulting from District employment, the employee shall file an application for workers' compensation in accordance with state law.
- b. If the employee has accumulated sick leave credit, the District shall pay the difference between the employee's time loss compensation and the employee's full regular salary unless the employee elects not to use their sick leave, provided that it is the responsibility of the employee's district to make available a written explanation of such elective.
- c. Should an employee receive workers' compensation for time loss and the employee also receives sick leave compensation, the employee's sick leave accrual prior to the time loss will be reduced by the total number of hours the employee was on sick leave minus the number of hours at full salary for which the employee is paid from a workers' compensation fund, to the nearest half-day.
- d. Until eligibility for workers' compensation is determined by the Department of Labor and Industries, the District may pay full sick leave, provided that the employee shall return any subsequent overpayment to the District.
- e. Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.
- f. Nothing herein pertains to a permanent disability award.

- g. In the event of serious, extended illness, if the employee has no sick leave accumulated, the words, "annual leave" may be substituted for "sick leave" above.
6. Leave Without Pay--Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued deducted from the earnings of the employee. Employees who have exhausted all leave accruals for non-protected absences, and therefore have unpaid absences, will have their FTE prorated on a month-to-month basis for the remainder of the school year based on actual time worked.
  7. Military Leave--Employees enlisted or entering the military or naval services of the United States shall be granted all rights and privileges provided by federal and state laws.
  8. Emergency or Personal Leave--In the event of an unforeseen emergency or important personal business, an employee may use up to five (5) days of sick leave for emergency or personal leave, either in advance or retroactively, for a contingency not provided for by statute or other District policies. An emergency is defined as an unforeseen situation that calls for immediate action and must be taken care of during working hours. Personal leave is limited to the transacting of important personal business that can only be accomplished during the normal work day. Leave granted under this policy shall be for emergency or important personal business that necessitates an employee's absence. In the event the supervisor grants permission for the employee to leave early for an emergency (including important personal business or important family matters), the employee shall not be required to submit a District Emergency Leave Request Form, provided it is not necessary to hire a paid substitute. If a paid substitute is necessary, the leave must be applied for on the proper form. Application for emergency leave must be made through the Personnel Office. Each decision shall be subject to review by the Board of Directors. The form for applying for emergency or personal leave is included as an appendix to this Agreement.
  9. Shared Leave--Employees may donate and/or receive sick and/or annual leave in conformance with the District's SHARED LEAVE policy which shall be in compliance with the applicable state statutes. Hours donated and not used shall be returned to the individual upon separation of employment. This pool of hours is intended to aid employees who suffer an extraordinary or severe illness or injury which would otherwise result in having to take leave without pay.
  10. Family and Medical Leave--The District will provide eligible employees with up to twelve (12) weeks of FMLA leave per year in accordance with state and federal laws.
  11. Wellness Incentive--Any employee who works sixty (60) consecutive workdays (exclusive of any weekend overtime work, and any available extra summer time work performed by 9-month employees) without an absence will earn one incentive day. This incentive day may either be taken as time off or as compensation. The use of an incentive day, jury duty, or other like day as time off will not be counted as a day off under this provision. Bus driver mid-day runs shall not be included in this provision.

## ARTICLE VII GRIEVANCE PROCEDURE

1. Grievance as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement. "Grievant" means an employee, a group of employees or the Union having a grievance. A grievance must be filed in writing within twenty (20) days of the alleged violation of this Agreement except for grievances resulting from failure to pay wage rates established by this Agreement.
  - a. Preliminary Discussion--Should any employee have a concern which the employee feels could be a grievance, the employee shall be expected to first discuss the matter with the employee's immediate supervisor, to provide opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by a Union representative if the employee feels that it is necessary.
  - b. If an employee or other grievant (as defined above) is unable to resolve a grievance, the grievance shall be taken up with a representative of the Union, who will then take the grievance up with the Board of Education or its designated representative.
  - c. Any grievance which was submitted and carried forward in accordance with grievance procedure provided in subsection (a) and (b) above, and which is not satisfactorily adjusted within ten (10) calendar days, may be taken to arbitration by the Board of Education or the Union as herein provided:
    - (1) Either party may within ten (10) calendar days after failure to adjust the grievance in subsection (b) above, serve upon the other party a written request for arbitration setting forth in detail the issue to be arbitrated.
    - (2) In the event an arbiter is not mutually agreed upon by both parties within ten (10) days, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. When the list of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name shall be determined by lot. The arbiter will commence hearings within ten (10) calendar days after selection.
    - (3) A decision shall be rendered in thirty (30) days, unless mutually extended, which decision shall be final and binding upon both parties.
    - (4) Each party shall pay any compensation and expenses relating to its witnesses and representatives. The District and the Union shall equally share the costs of the arbiter.
  - d. The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to hear the grievance.

- e. All grievances as defined in this section shall be settled in accordance with procedures outlined above. If any employee is removed from service for any doubtful cause, the employee's removal may be subject to the grievance procedure provided for in this contract. If found guilty, the employee shall suffer the penalty, and if not, the employee shall be reinstated in the employee's former position and reimbursed for loss of wages and benefits provided under this Agreement.

## ARTICLE VIII NO STRIKE CLAUSE

There shall be no lockout, strike, interruption of work, slow down or other interference with work activity during the life of this Agreement.

## ARTICLE IX HOLIDAYS

1. Full Time Employees--The following days shall be considered paid holidays and shall be paid for regardless of which day of the week they may fall, except that if a holiday falls on a Saturday or Sunday the Employer shall retain the right to designate time off on Friday or Monday in lieu of an additional day's pay. An employee shall receive pay for holidays only in months in which the employee is compensated for fifty (50) hours or more. Holidays to be:

Day before New Years	Labor Day
New Year's Day (January 1)	Veterans Day
Martin Luther King's Day	Thanksgiving Day
Presidents' Day (Feb.)	Day after Thanksgiving
Memorial Day	Day before Christmas
July 4th	Christmas Day

2. Bus Drivers--A regular bus driver who is compensated for 35 hours or more in a month during which a holiday occurs shall receive such holidays with pay, commensurate with the employee's work schedule. A casual or substitute bus driver who is compensated for 35 hours or more in a month during which a holiday occurs shall receive holiday pay for 4 ½ hours for each holiday:

Day before New Years	Labor Day
New Year's Day (January 1)	Veterans Day
Martin Luther King's Day	Thanksgiving Day
Presidents' Day (Feb.)	Day after Thanksgiving
Memorial Day	Day before Christmas
July 4th	Christmas Day

3. Pay Rate for Holiday Work--If any work is performed on such holiday, additional compensation shall be paid at time and one-half (1 ½). No employee shall be called on such holiday for less than four (4) hours, which are to be paid for at time and one-half (1 ½) in addition to regular holiday pay.

**ARTICLE X VACATIONS (FOR 12-MONTH REGULAR EMPLOYEES ONLY)**

1. Annual leave with pay shall be allowed to each regular 12-month employee with six (6) months continuous service at the rate of one (1) working day vacation leave credit for each month of completed service for the first year of employment. During the first six (6) months of service no annual leave with pay shall be allowed.
2. Vacation Accrual Schedule, (12-Month Employees)\*

Number of Years	Vacation Days	Number of Years	Vacation Days	Number of Years	Vacation Days
1	12	8, 9, 10	17	20, 21, 22	22
2	13	11, 12, 13	18	23, 24, 25	24
3, 4	14	14, 15, 16	20	26 or more	25
5, 6, 7	16	17, 18, 19	21		

\* Vacation accrual pro-rated for other part-time regular 12-month employees, based on total hours per year, (2080 hours = full year).

3. Vacation Cash-Out--A regular 12-month employee may request to be cashed-out for up to forty (40) hours of accrued vacation twice per school year, subject to following District procedures with regard to providing advance notification, as long as the employee maintains a minimum of eighty (80) hours accrual after the cash-out.
4. Paid Holidays--Vacation days are in addition to established paid holidays.
5. Continuous past service shall be included in determining the employee's length of service for vacation purposes.
6. Vacation accrued at the time of separation from employment shall be paid.
7. An employee will be allowed to schedule vacations with approval of their immediate supervisor. The employee is expected to provide as much advance notice as possible for each vacation request. The District will make every reasonable effort to grant employee vacation requests will respond to each request in writing in a timely manner in order for the employee to make advance travel or other arrangements.
8. Maximum accrual of forty (40) days of vacation will be allowed unless exceptions are approved by the District. The Union and the District mutually agree that vacation cash-out at time of retirement is limited to 240 hours in accordance with Department of Retirement systems limitations. If necessary, in order to deal with excess entitlements (those over 240 hours) termination dates for employees with vacation entitlements exceeding 30 days (240 hours) will be extended as necessary to fully expend excess entitlements as defined above.
9. Any regular employee who is on vacation status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to sick leave status. In such cases an employee shall furnish a statement from a duly licensed physician.

**ARTICLE XI LONGEVITY (FOR NON-12-MONTH REGULAR EMPLOYEES ONLY)**

1. Longevity pay shall be allowed to each regular non 12-month employee with six (6) months continuous service at the rate of one (1) working day longevity credit for each month of completed service for the first year of employment.
2. Longevity Accrual Schedule (for regular full-time non-12-month employees)\*

Number of Years	Longevity Days	Number of Years	Longevity Days	Number of Years	Longevity Days
1	12	8, 9, 10	17	20, 21, 22	22
2	13	11, 12, 13	18	23, 24, 25	24
3, 4	14	14, 15, 16	20	26 or more	25
5, 6, 7	16	17, 18, 19	21		

\* Longevity accrual pro-rated for other part-time non 12-month employees, based on total hours per year, (2080 hours = full year). For those not employed during the summer, unused longevity compensation will, at the employee's option, either accumulate or be added to the June, July, or August salary warrant.

**Longevity Cash-out-** Notwithstanding the above, an employee may request to be cashed-out for up to forty (40) hours of accrued longevity twice per school year, subject to following District procedures with regard to providing advance notification, as long as the employee maintains a minimum of forty (40) hours accrual after the cash-out.

3. Up to five (5) days of longevity accrual may be used as personal time off during the school year with approval of the supervisor. Additional unpaid leave may be granted due to extenuating circumstances. The District will make every reasonable effort to grant individual employee requests for time off during the school year under the above provisions and will respond to each request in writing in a timely manner in order for the employee to make advance travel or other arrangements.
4. Paid Holidays--Longevity days are in addition to established paid holidays.
5. Continuous past service shall be included in determining the employee's length of service for longevity purposes.
6. Longevity accrued at the time of separation from employment shall be paid.
7. Maximum accrual of forty (40) days of longevity will be allowed unless exceptions are approved by the District. The Union and the District mutually agree that longevity cash-out at time of retirement is limited to 240 hours in accordance with Department of Retirement systems limitations. If necessary, in order to deal with excess entitlements (those over 240 hours) termination dates for employees with longevity entitlements exceeding 30 days (240 hours) will be extended as necessary to fully expend excess entitlements as defined above.

8. Any regular employee who is on longevity leave status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to sick leave status. In such cases an employee shall furnish a statement from a duly licensed physician.

## ARTICLE XII MEDICAL AND DENTAL COVERAGE

1. The parties mutually agree and fully understand that effective with the September 1, 2010 payroll and extending through August 31, 2012, insurance benefits for employees covered by the Collective Bargaining Agreement shall be as follows:
2. Each regular employee will be entitled to an amount equivalent to state allocation minus payment to Health Care Authority for subsidy of school district retirees (1993 K-12 Retiree Insurance Bill: CH 386 laws of 1993) for Group Medical, Dental and Life Insurance. Vision coverage may also be available on an individual employee basis. Beginning in the 2008-09 school year, the District will not subtract the required Health Care Authority subsidy (to a maximum of 45.00 per month per employee) from the state insurance allocation available to eligible employees. Benefits will be based on 1440 hours, calculated as per past practice, as a full-time employee and prorated according to each employee's insurance FTE. All unused moneys will be pooled and distributed, based on FTE, to those eligible employees with excess premiums not covered by state allocation. All regular employees shall be eligible to participate in the medical plans as per past practice. Substitute custodial employees who have completed their probationary period and continue to work an average of eighty (80) hours or more per month shall receive Health & Welfare benefits in the same manner as a regular employee.
3. The above amount shall be used for Teamsters Dental Plan A, Teamsters Group Life Insurance, Vision coverage (if applicable), and either Premera Blue Cross, Group Health, or Tri Care Medical. Tri Care Medical will be provided as a pre-tax benefit if so available, as a taxable benefit otherwise. The only programs available for School District contributions are those listed above which are "basic benefits" as described in SHB 2230. The District agrees to pass through any increases for contract years 2010-2012. Current employees (as of September 01, 2010) who receive reimbursement of Medicare and/or supplemental insurance premiums shall be grandfathered for the life of the contract.
4. The District agrees to continue to contribute into the Washington Teamster Welfare Trust for Dental Plan A at the monthly premium rate established by the Trustees of said Trust on behalf of each member of the bargaining unit, who either has a regular assignment and/or is compensated for an average of 50 hours per month. Such benefits shall be continued during school vacation breaks, so long as the employee maintains employee status. Benefits are not guaranteed through the life of the Collective Bargaining Agreement. The Trustees of the Washington Teamsters Welfare Trust reserve the right to modify benefits and/or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and/or treatment.
5. The parties agree to adjust for changes in F.T.E. that occur during the term of this Agreement.

6. Employees who have exhausted all leave accruals for non-protected absences, and therefore have unpaid absences, will have their FTE prorated on a month-to-month basis for the remainder of the school year based on actual time worked.

### ARTICLE XIII RETIREMENT

1. Present Board policies and procedures and statutory provisions will apply to the State Retirement Plan.
2. Supplemental Teamster Pension:
  - a. Effective September 1, 2006, the District shall pay an amount equal to one dollar and twenty-five cents (**\$1.25**) per hour, for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, said amount to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The District agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.
  - b. Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the ACT.

### ARTICLE XIV CLASSIFICATIONS AND WAGE RATES

Effective 01 September 2010 through 31 August 2012

1. <u>CLASSIFICATIONS:</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
A. HVAC Technician... Effective 01 Sept 10	19.63	20.74	23.41
Effective 01 Sep 11	20.13	21.24	23.91
B. Electrician.....Effective 01 Sept 10	19.63	20.74	23.41
Effective 01 Sep 11	20.13	21.24	23.91
C. Mechanic			
1. School Bus Technician.....	18.08	19.20	21.86
2. Master School Bus Technician.....	18.38	19.50	22.15
D. Maintenance.....	15.95	17.12	19.77

	1.	Carpenter			
	2.	Plumber			
	3.	Painter/Glazier			
	4.	General Repair			
E.		Assistant Maintenance.....	13.27	14.26	16.85
	1.	Mechanic Helper			
	2.	Painter Helper			
	3.	Plumber Helper			
	4.	Carpenter Helper			
	5.	Electrician Helper			
	6.	Laundry Person			
	7.	Warehouse Person			
F.		Bus Driver.....	14.51	15.63	16.85
G.		Groundskeeper.....	15.42	16.39	17.41
H.		Custodian			
	1.	Custodian.....	12.63	13.22	15.87
	2.	Head Custodian			
	a.	Elementary School.....	13.77	14.94	17.52
	b.	Middle School.....	14.29	15.46	18.04
	c.	High School.....	14.81	15.98	18.56

I. Maintenance Foreman: paid at 12% above highest Maintenance/HVAC/Electrician rate \$26.22 (effective 01 Sep 2010); \$26.78 (effective 01 Sep 2011)

J. Grounds Lead: paid at 12% above Step 3 Groundskeeper (G) rate \$19.50

K. Custodial Foreman: paid at 12% above Step 3 Maintenance (D) rate

L. Effective September 1, 2010 Bus Driver rates increase by \$0.10 per hour and all other employees rates increase by \$0.05 per hour of their current rate of pay. The District agrees to perform a market survey of each classification and implement 09-01-10 any upward adjustment of the arithmetic average of the same comparable Districts that were used in the recent OSD administration survey.

2. IMPLEMENTATION:

Employees at Step I as of August 31 and who were regular employees (at least one month of 50 hours) before March 1<sup>st</sup> will be placed at Step II as of September 1<sup>st</sup>.

Employees at Step II as of August 31<sup>st</sup> will be placed in Step III, effective September 1<sup>st</sup>.

3. SHIFT DIFFERENTIAL:

Day Shift: Employees whose starting times are between 5:30 a.m. and 10:59 a.m. will be paid at the straight-time rate.

Swing Shift: Employees whose starting times are between 11:00 a.m. and 7:29 p.m. will be paid at 30 cents per hour above the regular rate.

Graveyard Shift: Employees whose starting times are between 7:30 p.m. and 5:29 a.m. shall be paid at 40 cents per hour above the regular rate.

4. PROMOTIONS:

In the case of an employee who receives a promotion, the employee will advance in the employee's new classification to the step that will reflect a salary increase of at least 5%, if available.

5. TOOL ALLOWANCE/SAFETY FOOTWEAR ALLOWANCE:

Each Mechanic and Assistant Mechanic required to supply their own tools, shall receive a \$500.00 per year tool allowance, paid September 1<sup>st</sup> of each year. The District shall provide an annual \$ 100.00 per year safety footwear allowance to Grounds, Maintenance, Mechanic employees in classifications A,B,C,D,E,G, I, and J to be paid the first pay-period after ratification and in August thereafter. Such employees are therefore expected to wear appropriate skid-resistant safety footwear on duty (tennis shoes are not acceptable).

6. CERTIFICATIONS:

Effective September 1, 1998, employees with ASE, backflow, herbicide, pesticide, asbestos or similar type certificates will be paid \$100.00 per year per certificate up to a limit of \$400.00 per year; based on number of certificates held on September 1<sup>st</sup>. District designated Driver/Trainer Instructor shall receive an annual \$100.00 stipend.

7. MISCELLANEOUS:

a. The District agrees to increase all wage rates by the percentage provided by the State during the term of this Agreement. The current Teamster pension amount in effect shall be added to the rates prior to applying the referenced increase. After the increase is calculated, the Teamster pension amount shall be backed out, leaving the new wage rate.

b. All new-hire employees will be compensated on a twelve month basis. Current employees who wish to have their earnings prorated over a twelve (12) month period will have that option once each year; however, once the employee elects the twelve (12) month pay they will be required to remain in the program until the following September.

c. The parties agree to meet on an annual basis to select any 261<sup>st</sup> and 262<sup>nd</sup>, non-work day. Such day will be observed during winter break or other mutually agreed upon date. Employees who do work will be paid additional earnings at the straight time rate.

d. After six (6) months of satisfactory employment, the District will reimburse each new employee required to hold a Commercial Driver's License for the costs of their first tests, both written and/or skilled, if applicable.

8. REGULAR EMPLOYEE:

A regular employee is a non-probationary employee who works at least fifty (50) hours per month and has a regular bid position.

9. SUBSTITUTE EMPLOYEE:

A substitute employee is an employee who has established a seniority date by completing their probationary period and who does not have a regular bid position.

10. CASUAL EMPLOYEE:

A casual employee is an employee who has not established a seniority date.

11. PROBATIONARY EMPLOYEE:

New employees will be regarded as probationary employees until they have completed ninety (90) calendar days of employment. In order to be regarded as serving the probationary period, an employee must fulfill the fifty (50) hours per month requirements of (8) above. During this period of probationary employment, a probationary employee may be terminated as exclusively determined by the Employer, provided that this provision will not be used for the purpose of discrimination as set forth in Article IV. Employees under the probationary period shall be entitled to all benefits of the regular employee, except that substitute employees will not qualify for health and welfare coverage until after three (3) consecutive months of fifty (50) hours per month. Employees who continue in the service of the Employer after they have completed their probationary period shall receive full seniority credit from the beginning date of the probationary period.

12. OUT-OF-CLASS PAY:

If an employee works in a higher paid classification, the employee will be paid the higher rate for hours worked.

## ARTICLE XV RE-EMPLOYMENT AND PROGRESSIVE DISCIPLINE

1. Re-employment--All regular employees of the unit, who are in the employ of the District as of August 31, 2010, unless notified otherwise, shall be considered to be re-employed through the term of this Agreement, subject to the terms of this Agreement.
2. The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Local Union affected, except that no warning notice need be given to an employee before the employee is discharged if the cause of such discharge is dishonesty or drunkenness, falsification of a work application, recklessness resulting in serious accident while on duty,

unauthorized bus stop, or the carrying of unauthorized passengers, gross negligence that jeopardizes the safety of students or community members while on duty, gross insubordination resulting in destruction of District property, or other just cause, consistent with the terms of this Agreement.

3. The warning notice as herein provided will not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Warning letters, to be considered as valid, must be issued within ten (10) days exclusive of Saturday, Sunday and holidays, after the occurrence of the violation claimed by the Employer in such warning notice. Discharge or suspension must be by proper written notice to the employee and the Union affected within ten (10) days, exclusive of Saturday, Sunday and holidays, of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension, except where dishonesty is involved. In cases where dishonesty is involved the discharge or suspension notice must be within a reasonable time after the discovery of the alleged dishonesty. Any employee may request an investigation as to their discharge or suspension. Should such investigation prove an injustice has been done to an employee, the employee shall be reinstated.
4. Appeal from discharge, suspension or warning notice must be taken within ten (10) days exclusive of Saturday, Sunday and holidays by written notice.
5. The forms to be used for Warning and Termination notices shall be as shown in Appendix B and C respectively, attached.

## ARTICLE XVI HOURS, OVERTIME, AND WORK ASSIGNMENT

### 1. GENERAL:

- a. For regular full time employees other than bus drivers, eight (8) hours shall constitute a work day, work to be completed within eight and one-half (8 ½) hours consecutively, with one-half (½) hour off for lunch. The work week shall consist of five (5) consecutive days, Monday through Friday, except in the case of floor scrubbing crews and/or the permanent part time grounds crew, whose work week may be Tuesday through Saturday. Employees will be allowed one fifteen (15) minute paid rest period for each four (4) hours of continuous work, or major portion thereof, taken approximately midpoint of each segment.

FLEX SCHEDULES: Management shall have the right to establish other work-day/work-week flex schedules, if agreeable with the employee(s). All hours compensated over ten (10) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 ½) the regular rate. If a call-out is required on a scheduled day off, it will be treated in the same manner as any Saturday call-out.

- b. Hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1 ½) of the regular rate of pay. Work performed by regular full time employees on Saturday whose work schedule is Monday through Friday shall be paid for at one and one-half (1 ½) times the regular rate of pay. (This does not include the time worked after Friday midnight when it is a part of a shift which commences on Friday.)

- c. Work performed by regular full time employees on Monday whose work schedule is Tuesday through Saturday shall be paid for at one and one-half (1 ½) times the regular rate of pay.
- d. Work performed by regular full time employees on Sundays shall be paid for at one and one-half (1 ½) times the regular rate of pay. (This does not include time worked after Saturday midnight when it is part of a shift which commences on Saturday for regular employees whose work schedule is Tuesday through Saturday.) This includes bus drivers.
- e. All employees shall have equal opportunity to qualify for better positions through any training programs made available to employees of the District.
- f. Wage rate differentials for second and third shift shall be in accordance with the attached schedule, which is part of this Agreement.
- g. An employee called before their notified starting time shall be paid at the overtime rate for all time prior to the starting time except in emergency conditions beyond the control of the Employer.
- h. A regular employee called back to work after having completed their regular work assignment shall be compensated for a minimum of two (2) hours pay at the overtime rate. The employee shall be expected to be on the job and working the entire two (2) hours unless relieved of such obligation by an appropriate management representative.
- i. An employee called to work on their day off shall be compensated for a minimum of four (4) hours pay at the overtime rate. The employee shall be expected to be on the job and working the entire four (4) hours unless relieved of such obligation by an appropriate management representative.
- j. Employees required by the Employer to remain overnight away from their regular headquarters shall be reimbursed for their approved expenses, and, if requested by the employee, the District will provide advance reservations (including payment) at an appropriate hotel/motel for each such employee.
- k. Substitute drivers or casual employees shall be compensated for a minimum of two (2) hours pay for any work assignment. The employee shall be expected to be on the job and working the entire two (2) hours unless relieved of such obligation by an appropriate management representative.
- l. Previous like experience with school districts in the State of Washington will be recognized on new hires for the purpose of placing them on the salary schedule and vacation or longevity schedule.
- m. The District will pay up to \$70.00 for required medical examinations. Should an employee terminate voluntarily prior to completion of their probationary period, District cost for their medical examination and pre-employment drug testing shall be deducted from final paycheck.
- n. Hiring of all District classified employees shall be through the personnel office.

- o. The state licensing point system shall be one of the considerations of evaluation.
- p. The District shall purchase rain gear for temporary use by employees whose assignments require that they work in the rain.
- q. Individual crews may request altering their beginning shift times during non-school days and any such alterations are subject to approval of their supervisor. General criteria for such requests will be:
  - (1) approved work plan is in place.
  - (2) all events at the site (including instructional staff needs) are covered

Unless there is an operational reason, employees who desire will be allowed to stay on their regular shift. A custodian who is required to work after 5:00 p.m. to provide service to a user-group shall receive overtime for those required hours after 5:00 p.m.

- r. When required by the District or by law to have First-Aid training, employees shall have the option of attending one of the District's offered First-Aid classes or attend a District approved certified First-Aid course outside of the District. The employee shall be compensated at their straight-time hourly rate of pay for all required First-Aid class time, including class time outside the District. If an employee chooses to attend a First-Aid course outside of the District, the District shall reimburse the employee for the cost of the class.
- s. District pagers or cell phones shall be operable and worn by the designated employee on site at all times during each work shift.
- t. A custodian will be on duty to provide safety and security for any event lasting longer than 1 ½ hours and/or involving more than ten (10) individuals unless it is a legitimate teacher/students-only event confined to a classroom environment. There will be a custodian on duty from the start of an event until the end, with time allowed for clean-up. When hired to service a facility user, the assigned custodian is to serve the user first. If all user needs are met, the custodian shall conduct District work. If performing District work, the custodian will inform the user where he/she can be found in the building or provide their pager number. Assigned custodians may be given a "work list" by the head custodian, custodian foreman, or building administrator; or perform routine custodial tasks if no list is provided. The assigned custodian shall routinely check with the user group to be sure that all of their needs continue to be met. Assigned custodians are not allowed to leave the site during a facility use event.
- u. Available overtime shall be offered by seniority by classification unless there is an insufficient number of available classification employees, except for custodial overtime which shall be first offered according to the rotating custodial Overtime Roster Board at each individual school. If there are an insufficient number of custodians available at a particular school to provide overtime coverage for any event, the Head Custodian will notify Support Services Center in a timely manner and a representative at SSC shall contact other custodians, by seniority, to offer such extra available work; the allowable amount of reasonable response time afforded a custodian before moving down the list will be conditioned upon the time-frame SSC is notified prior to the event.

- v. An employee responding to a fire or intrusion alarm call-out other than during their regular work assignment shall have a choice of accepting a \$60.00 flat rate of pay or taking the appropriate minimum call-out guarantee and working such time.

## 2. BUS DRIVERS

- a. For bus drivers, any work beyond eight (8) hours per day is to be paid for at one and one-half (1 ½) times the regular rate of pay. Any work in excess of forty (40) hours in any one (1) week shall be paid for at time and one-half (1 ½).
- b. Bus drivers with regular assignments shall be guaranteed a minimum of four and one-half (4 ½) hours per day. The District can establish two AM or PM only routes that will have a minimum guarantee of 2 ¼ hours. Additional routes may be given consideration during this Agreement. No AM and PM will operate separately.
- c. Bus drivers on regular runs with additional assignments to kindergarten or pre-school runs or late runs shall have a minimum guarantee of two (2) hours, each to be in addition to the regular four and one-half (4 ½) hour minimum guarantee. One (1) hour is the minimum on all other trips.
- d. Time traveling and waiting with equipment is to be paid time unless the employee is effectively relieved from duty.
- e. Bus driving work will not be performed by other than bus drivers when bus drivers are available and qualified for such work.
- f. Any driver with one-half (0.5) hour or less between any run will remain on the clock. If a driver chooses to leave the site, however, the driver must clock-off and will not be paid for the non-work time. Any bus driver may be assigned to appropriate tasks during layover time for which the driver is paid.
- g. Drivers are not required to stay at the Transportation Center for their guarantee route times if there is no driving work assigned, required or available to them. This applicable to minimum route guarantee' time – not paid 'lay-over' time between two 'runs' as identified in (f) above. Additionally, minimum route guarantee time does not automatically put the driver into paid lay-over status unless the 'one-hour or less between any run' provision in (f) above is caused by actual driving work.
- h. A bus driver who has been assigned by the District to accompany another driver to learn the route will be paid at the regular rate. Drivers who volunteer to learn routes but have not been assigned by the District to do so do not qualify for remuneration.
- i. All runs that become vacant during the year shall be posted for bid.
- j. Bus drivers reporting for work at their regular or notified starting time and not put to work shall receive two (2) hour's pay. Bus drivers reporting for work on Saturday and Sundays will be paid for a minimum of four (4) hours at the appropriate rate.
- k. Management reserves the right to assign the runs and equipment, provided however, no change of schedules shall result in reduction of hours or in earnings.

- i. Bus drivers not allowed to drive their AM route due to "hours" limitation shall be compensated for their AM route and those hours shall be counted as hours worked.
  - m. When extra work occurs at a school/location, it will be offered in order of seniority to employees who are available from the area and are able to perform the work.
  - n. When routes are combined due to Early Release, the dispatcher will post route assignments for the early release time frames including any routes which have been combined. All drivers will review the assignments and let the dispatcher know of any conflicts. For combined routes, the senior driver of each will be offered the extra work. This will continue until the extra work is accepted or assigned. This extra work will not be considered part of the PM route. If the driver of this extra work is awarded a trip which interferes with this work, the next senior driver of the combined routes will be offered the extra work for only the day affected.
  - o. A bus driver shall be allowed to utilize accrued longevity hours to make up any lost time due to Early Release.
  - p. At any time that a driver requires a different bus to complete their assigned/awarded work, the dispatch will attempt to arrange a bus swap.
  - q. No trip will be considered an emergency when it is possible to notify all regular drivers. This includes using the radio to award a late notification trip. A true emergency is when the Transportation Office personnel do not have enough time to notify all regular drivers. In this case, the regular drivers available, not over forty hours, will be offered by seniority the extra work. If no regular driver under forty hours can be obtained quickly, then the senior regular driver available will be offered the work. In an emergency, the regular driver assigned the extra work will not be penalized for going over forty hours and the dot for trip rotation will not move.
  - r. If a bus driver takes the state School Bus Driver "In-Service" training elsewhere, that driver will be compensated for the state mandated training hours.
  - s. On over-night trips, a bus driver shall be compensated for a minimum of eight (8) hours for each day.
  - t. On chartered trips that are known in advance, the appropriately compensated driver who was denied the trip will not be required to perform any work which takes extra work opportunities away from other available drivers who otherwise would have done that work had the outside charter not been arranged.
  - u. Drivers will be allocated and paid fifteen (15) minutes for the first a.m. pre-trip inspection, or as necessary due to weather conditions, prior to dispatch time. All other pre-trip and post-trips are compensated at ten (10) minutes.
3. RULES FOR ROTATION TRIP BOARD:
- a. Field trips, activity runs and out of town trips shall be scheduled from a rotating list of bus drivers, including probationary employees.

- b. A driver shall not exceed a 40-hour work-week until the Board has been exhausted for that week. If a driver bids a trip that puts them over forty (40) hours before the Board is exhausted, they shall forfeit the trip and also forfeit their bidding rights on the Rotation Board for all trips until after the next two Friday bidding sessions have been completed. Changes to a properly bid trip, however, that result in the driver working over forty (40) hours will not cause the driver to forfeit the trip or lose their bidding rights.
- c. Bus driving work will not be performed by casual or substitute employees when regular bus drivers are available.
- d. Selection for extra trips will be made Friday morning at 9:30 a.m. for the following week, (Monday a.m. through Sunday p.m.) except as provided in (m) below. Trip bidding shall be on a week by week basis (i.e., the Friday bid immediately prior to non-school weeks would consist of separate bids for each week).
- e. All scheduled extra trips will be posted for driver consideration by Thursday 9:00 a.m. indicating the time, date, origin, destination, type of trip and estimated time involved.
- f. It will be necessary that all drivers interested in extra trips make themselves available at 9:30 a.m. Friday or where there is no school on Friday the last scheduled work day of the week. Drivers on any District related assignments, i.e. runs, may leave their written choices with the Supervisor.
- g. In rotation order, drivers will make their selection.
- h. If a driver is not present (except when on district related assignments) or doesn't desire any of the available trips posted, the choice moves to the next driver in order of rotation.
- i. Drivers may select trips even if it requires them to give up part of their regular run provided the trip is four (4) hours or more in duration. Drivers are required to give up entire a.m. and /or p.m. if conflicts occur.
- j. Drivers taking trips must be available at the pick up point at the scheduled pick up time.
- k. Once a trip is accepted, and for some unforeseen reason a driver is unable to take such trip, it will still be considered as a trip taken. Such trip will be offered to the next driver up in line of rotation.

If a driver fails to take a run once scheduled and cannot present an adequate excuse for failure to take such run, the driver shall forfeit their position on the rotation board for two (2) complete turns of the board.

- l. In the event an extra trip is canceled after being awarded to a driver, the driver will be offered appropriate work to make up any regular route time lost.
- m. It will be the responsibility of the Supervisor or designee to make the proper assignments for any run that is requested after 9:30 a.m. Friday morning for the next week\*. Assignments to be made by next order of rotation; however this does not move the check mark for regular trip assignment on Friday regardless of whether you have 24 hour notice or not. Assignments shall be made by next order of rotation according to the list. The driver selecting the last trip will establish the check mark. Any trip needing to

be dispatched between bidding sessions will be bid out in rotation order from the last check mark and will continue until the next regular bidding session. At the next regular bidding session the bidding will return to the check mark established at the last regular bidding session and continue in the rotation order.

\* The exception to this is where trips scheduled for after 2:00 p.m. Friday, Saturday, or Sunday are known prior to bidding on Friday, they will be bid along with other trips on Friday.

- n. When extra work occurs at a school/location, it will be offered in order of seniority to employees who are available from the area and are able to perform the work.
- o. Skill Center runs and kindergarten runs to be assigned from the same board, as per present practice.
- p. When multiple busses are scheduled to depart the same school, at the same time, for the same destination, they are listed on the bid sheet in numeric sequence. The first driver desiring one of these trips is to bid on the lowest number, until all are awarded. If there is a cancellation or if any bus is sent back early from the distant end, then the last driver awarded the trip is to be cancelled or returned first.
- q. All trips awarded to drivers will stay assigned to that driver until the driver gives it up, the trip is permanently cancelled, or it is completed. Should the trip be postponed to a week when the driver is in overtime status, then overtime rules apply.
- r. If there is an add-on to any portion of a driver's bid route that prevents the driver from bidding a trip during the weekly Friday trip bid, the driver shall be allowed to drop the add-on and still do their bid route and also take the trip.

4. MILEAGE:

The Olympia School District will pay mileage for custodians and laundry persons who travel between schools at the standard District rate established by the Board.

5. TRAINING PAY:

Employees required to attend classes or training pertaining to their work shall be paid at the proper contract rate for all time spent, if the District receives any compensation from the state.

**ARTICLE XVII MANAGEMENT RIGHTS**

- 1. It is agreed that nothing in this Agreement shall limit the District in the exercising of its function as management, including but not limited to the right to hire new employees and to direct its working force; to assign; reassign; transfer; promote; discipline, suspend or discharge for just cause; to lay off employees because of lack of work or other legitimate reasons; to require employees to observe District rules and regulations; to determine the number of its personnel; subject to the terms and provisions of this Agreement.
- 2. Management prerogatives shall not be deemed to exclude management's rights not herein specifically enumerated. The right to make reasonable rules and regulations shall be

considered acknowledged functions of the District. In making rules and regulations relating to wages, hours, and working conditions, the District will give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

#### **ARTICLE XVIII DRUG-FREE WORKPLACE**

The Olympia School District is committed to providing a drug-free workplace for the safety of all employees and students. As such, the District may require drug/alcohol testing of non-CDL employees for "reasonable cause" based on verifiable observation by supervisors appropriately trained in such technique. An employee found to be under the influence of controlled substances will be offered substance abuse counseling and allowed to participate in recovery programs, at the employee's expense. Repeated occurrences of being under the influence of controlled substances while in the workplace may result in termination of employment.

#### **ARTICLE XIX MAINTENANCE OF STANDARDS**

The District agrees that all conditions of employment in the District operation relating to wages, hours, overtime, shift differentials, job security provisions, and benefits, shall be maintained at not less than the standards generally in effect at the time of the signing of this Agreement, within the limits of funds available, other than exceptions provided for in this Agreement; and the conditions of employment will be improved wherever specific provisions for improvement are made in this Agreement.

#### **ARTICLE XX PERIOD OF AGREEMENT AND SEPARABILITY**

1. This Agreement shall be in effect from the first day of September 2010 through the thirty-first day of August 2012. This Agreement shall be reopened on or before July 1, 2012, for negotiation of a replacement Agreement.
2. Should any part thereof or any provision herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event the Union and the District shall meet within thirty (30) days for renegotiation of such invalid provisions.

#### **ARTICLE XXI ADDITIONAL EMPLOYEE RIGHTS**

1. **Use of District Communication Services** - Employees and their Union have the right to use the District's communication services such as e-mail, phones, employee mailboxes, mail service, etc., for communication purposes in compliance with state laws and regulations and the terms and conditions of this Agreement, provided that the use of the communication service shall not unnecessarily disrupt or interfere with normal District operation.

2. **Use of Bulletin Boards** - The District shall provide a Union bulletin board (traditional and/or electronic) in each school and worksite location. Bulletins posted by the Union are the responsibility of the officials of the Union and shall be limited to official Union business. The District shall not assume responsibility of any liability for notices posted.
3. **Representational Site Access** - The District shall permit duly authorized representatives of the Union access to District buildings and grounds for the purpose of transacting official Union business, provided that such access and transacting of Union business shall not unnecessarily disrupt or interfere with normal District operations.
4. **Hold Harmless** - The Union expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorneys' fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this section.
5. **Contract Distribution** - The District shall make available to each employee a copy of this Agreement, as well as providing a copy of this Agreement to each newly hired employee.

OLYMPIA SCHOOL DISTRICT NO. 111



Bill Lahmann; Superintendent

2/14/11  
Dated

TEAMSTERS LOCAL UNION NO. 252



Darren L. O'Neil; Secretary-Treasurer

02/17/11  
Dated

APPENDIX A

EMERGENCY OR PERSONAL LEAVE REQUEST

(To be submitted in duplicate to the Personnel Office)

I am requesting: \_\_\_\_\_ Emergency Leave

\_\_\_\_\_ Personal Leave

I was \_\_\_\_\_ will be \_\_\_\_\_ absent from my duties on: \_\_\_\_\_  
(Date or Dates)

for the following reason: *(In situations in which the employee wishes to keep the reasons for the request confidential, the request may be submitted orally to the Personnel Director.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

Personnel Office Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copies to: Employee  
Payroll/Personnel

**APPENDIX B**

OLYMPIA SCHOOL DISTRICT NO. 111  
1113 E. Legion Way  
Olympia, Washington 98501

**WARNING NOTICE**

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

To: \_\_\_\_\_  
(Employee)

Under the provisions of the Labor Agreement this Warning Notice is issued to you for the following reasons:

Employer: \_\_\_\_\_

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

Title: \_\_\_\_\_

Copy to Local Union: \_\_\_\_\_

Agreement Text: (Discharge or Suspension). The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Local Union affected, except that no warning notice need be given to an employee before the employee is discharged if the cause of such discharge is dishonesty or drunkenness, falsification of a work application, recklessness resulting in serious accident while on duty, unauthorized bus stop, or the carrying of unauthorized passengers, gross negligence that jeopardizes the safety of students or community members while on duty, gross insubordination resulting in destruction of District property, or other just cause, consistent with the terms of this Agreement.

The warning notice as herein provided will not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

Certified Return Receipt

Requested # \_\_\_\_\_



**APPENDIX C**

OLYMPIA SCHOOL DISTRICT NO.111  
1113 E. Legion Way  
Olympia, Washington 98501

**NOTICE OF TERMINATION**

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

To: \_\_\_\_\_  
(Employee)

Effective \_\_\_\_\_, your services will not longer be required, for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This notice of termination is given you in compliance with the appropriate articles or sections of the Labor Agreement and/or the appropriate supplement thereto:

Employer \_\_\_\_\_

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

Title: \_\_\_\_\_

Copy to Local Union: \_\_\_\_\_

Certified Return Receipt

Requested # \_\_\_\_\_

## LETTER OF UNDERSTANDING\*

In the course of bargaining, the parties, OLYMPIA SCHOOL DISTRICT NO. 111 (Custodial, Transportation and Maintenance Employees) and TEAMSTERS LOCAL UNION NO. 252, agreed to the following procedures:

### 1. SMALL ROTATION BOARD:

- a. First offer of work will be made to drivers with a regular route and no extra assignments, i.e., The KG, Preschool or Late Runs.
- b. The second offer will be made to substitute drivers, both regular and casual employees.
- c. The third offer of work from the small rotation board will be made to drivers with regular routes and extra assignments.

### 2. MEDICAL POOL:

The maximum amount of money is established by multiplying the amount per F.T.E. by the number of FTEs. Employees who have regular assignments will be entitled to what they generate (their FTE X the amount per F.T.E.), plus an F.T.E. share of the medical pool (unused monies).

- a. The District contribution shall start or change the month after receiving a regular or different assignment.
- b. Except as provided in Article XII, contribution shall be discontinued when an employee no longer has a regular assignment or is no longer drawing any form of compensation from District employment, i.e., vacation / longevity, sick leave, workers' compensation.
- c. All substitutes who meet the requirements of Article XIV, Section 11, shall receive \$60.00 per month towards their Health and Welfare benefits.
- d. Cancer insurance, salary continuance, COBRA payments or Long-Term Disability insurance are not available for District contributions.

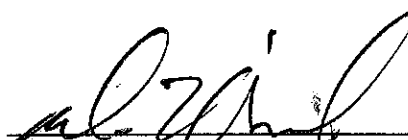
**OLYMPIA SCHOOL DISTRICT NO. 111**



Bill Lahmann; Superintendent

2/14/11  
Dated

**TEAMSTERS LOCAL UNION NO. 252**



Darren L. O'Neil; Secretary-Treasurer

02/17/11  
Dated

\* Original Letter of Understanding signed on October 17, 1997  
Revision to original Letter of Understanding effective September 1, 2008 and continuing.