

**COLLECTIVE BARGAINING
AGREEMENT**



BETWEEN

TEAMSTERS LOCAL UNION NO. 252

AND

**OLYMPIA SCHOOL DISTRICT NO. 111
(*Food Service*)**

September 1, 2010 through August 31, 2012

 **ORIGINAL**

PREAMBLE 1

ARTICLE I RECOGNITION 1

ARTICLE II UNION SECURITY 1

ARTICLE III DUES CHECK OFF 1

ARTICLE IV NON-DISCRIMINATION 1

ARTICLE V SENIORITY 2

ARTICLE VI DISCHARGE, SUSPENSION, WARNING NOTICE 3

ARTICLE VII CONDITIONS OF EMPLOYMENT 3

ARTICLE VIII SALARY 4

ARTICLE IX WORKDAY, OVERTIME 6

ARTICLE X CALL BACK 6

ARTICLE XI INSURANCE 6

ARTICLE XII PENSION 7

ARTICLE XIII LONGEVITY ACCRUAL SCHEDULE 7

ARTICLE XIV HOLIDAYS 8

ARTICLE XV GRIEVANCES 8

ARTICLE XVI NO STRIKE CLAUSE 9

ARTICLE XVII SICK LEAVE 9

ARTICLE XVIII DRUG-FREE WORKPLACE 11

ARTICLE XIX LEAVE OF ABSENCE 11

ARTICLE XX ADDITIONAL EMPLOYEE RIGHTS 11

ARTICLE XXI SAVINGS CLAUSE 12

ARTICLE XXII MAINTENANCE OF STANDARDS 12

ARTICLE XXIII MANAGEMENT'S RIGHTS 12

ARTICLE XXIV DURATION, WAIVER AND COMPLETE AGREEMENT 13

Appendix A 13

Appendix B 14

Appendix C 15



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 RECOGNITION

The Olympia School District No. 111 recognizes General Teamsters Local Union No. 252 as the exclusive bargaining agent to represent all classified lunchroom personnel including storeroom manager, kitchen manager, food service department heads, department assistants, servers and helpers, but excluding the District Supervisor of Food Services.

ARTICLE II UNION SECURITY

1. It shall be a condition of employment that 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. For the purposes of true interpretation and application of the above, any employee already in the employ of Olympia School District No. 111 prior to September 1, 1980, who is not a member of Teamsters Union Local No. 378 and does not desire to become a member, shall not be obligated to do so. (Note: On January 1, 2004, Teamsters Local 378 merged into Teamsters Local 252, the successor Union Organization.)

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 the employees from whose pay deductions were made. All refunds of such deduction 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 the 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 veteran, marital status or presence of a handicap.
4. The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE V SENIORITY

1. In the event that the Board should determine that layoffs are necessary, the principle of seniority (length of service) shall be applied in cases of layoff for lack of work and for rehire 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 layoff that continues through the end of the current school year plus one (1) full additional school year, by voluntary resignation, or by discharge in compliance 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. Such posting shall be in a conspicuous place so all employees may receive notice, with a copy to the Union. The District will post all job vacancies within five (5) workdays.
4. Except in temporary emergency situations, effective upon ratification of this Agreement, no employee shall be assigned or awarded any position in which they are responsible for, or to, the supervision, assignment, review or working conditions of another employee who is a member of their family (*'family' in this section is defined as: spouse, mother, father, child, brother, sister, and includes step-family members*). (*Grandfathering of employees currently in these positions, as per the 2007-10 CBA, will be allowed.*)
5. A person awarded a bid will be given a reasonable trial period to demonstrate their ability, the determination to be made by the District. An employee also has the option of giving up the bid within five (5) working days in the new position and returning to their former position.
6. All nine (9) month employees will be given first opportunity for summer bargaining unit work for which they are qualified, by order of seniority.
7. All extra (i.e. not regularly assigned) work will be offered by seniority to regular employees who have formally indicated interest in such work in the following manner:

- a) To those employees at the specific school if part of the regular Food Service breakfast or lunch program
 - b) By bargaining unit seniority if it is a "Special Event"
8. The District shall post a seniority list in each school.
9. Additions or reductions of hours at a location shall be in accordance with seniority at that location.

ARTICLE VI DISCHARGE, SUSPENSION, WARNING NOTICE

1. The Employer shall not discharge nor 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, gross negligence that jeopardizes the safety of students or community members while on duty, gross insubordination resulting in destruction of District property, recklessness resulting in serious accident while on duty, or other just cause.
2. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) 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 an employee, it shall be taken up under the grievance procedure provided for in this contract (ARTICLE XV, Section 1 c).
3. Appeal from discharge, suspension or warning notice must be taken within ten (10) days, exclusive of Saturday, Sunday and holidays by written notice.
4. The forms to be used for Warning and Termination notices shall be as shown in Appendix B and C respectively attached.

ARTICLE VII CONDITIONS OF EMPLOYMENT

1. **Orientation** - All new employees shall be given a basic orientation which shall include, but not be limited to, the following:
- a. A copy of this document.
 - b. Details regarding hours and location of work.
 - c. Information pertaining to licenses or permits required.
2. **Payment for Orientation and Training Sessions** - Employees shall be paid for orientation and/or training sessions at employee's regular or classified rate.

3. **Preparation and Cleanup** - Employees assigned either to pre-opening preparation in the fall or clean-up duties in the spring shall be paid at the employee's regular hourly rate.
4. **Gloves** - Gloves shall be provided, as needed, for dishwashing and other duties.
5. **Mileage** - Mileage will be paid for authorized travel at the rate approved by the I.R.S., mileage payments to be paid monthly.
6. **Breaks** - Employees shall be allowed a 10 minute rest period for each 4 hours of continuous work or major portion thereof after approximately 2 hours. Employees with four (4) hours or more per day shall have 15 minute breaks.
7. **Lunch** - A type "A" lunch shall be provided to food service employees subject to Internal Revenue Service requirements and applicable laws and regulations.
8. **Slip-resistant Shoes** - All employees are required to wear slip-resistant shoes. The District will initially provide a \$50.00 allowance in 2010 to each employee to comply with this requirement, and subsequently, an annual slip-resistant shoe allowance to returning employees payable in August of each year. New employees will be expected to report for work with such appropriate footwear and will be paid the \$50.00 allowance in the next pay period after completing forty (40) hours of successful continued employment.

ARTICLE VIII SALARY

1. Employees hired to a position with a specific job classification shall be paid the salary established for the classification, as indicated in this Agreement.

Employees who were at Step 1 or Step 2 on March 1st shall advance one step on the following September 1st.

Salary Schedule Effective September 1, 2010*

Position	Step 1	Step 2	Step 3
Helper/Server	\$10.52	\$10.83	\$11.15
Central Kitchen Assistant	\$10.78	\$10.99	\$11.30
Middle School Lead	\$10.78	\$10.99	\$11.56
Elementary School Manager	\$11.25	\$11.45	\$11.98
Middle School Manager *	\$11.83	\$12.26	\$13.13
Assistant Department Head	\$11.83	\$12.26	\$13.13
Department Head	\$13.68	\$14.38	\$15.10
Coordinator	\$14.97	\$15.70	\$16.49

Salary Schedule Effective September 1, 2011*

Position	Step 1	Step 2	Step 3
Helper/Server	\$10.57	\$10.88	\$11.20
Central Kitchen Assistant	\$10.83	\$11.04	\$11.35
Middle School Lead	\$10.83	\$11.04	\$11.61
Elementary School Manager	\$11.30	\$11.50	\$12.03
Middle School Manager *	\$11.88	\$12.31	\$13.18
Assistant Department Head	\$11.88	\$12.31	\$13.18
Department Head	\$13.73	\$14.43	\$15.25
Coordinator	\$15.02	\$15.75	\$16.54

*Upon ratification of this agreement and until otherwise bargained, the Middle School Manager position will be eliminated through attrition. When a former Middle School Manager position becomes vacant it will be posted as an ES/MS School Manager position at the current wages for the Elementary School Manager.

Employees holding a ServeSafe or WSNA certificate shall receive an additional ten cents (\$0.10) per hour above the salary schedule rates.

2. Employees promoted to a higher classification shall be placed in a step reflecting an increase in salary of at least 5% if available. When an employee is taken off his/her regular bid job and used as replacement for a higher classification, as long as that employee knows the job and does not need training, he/she shall be paid an additional 5% or step 2 whichever is higher (this includes placement for a subsequent permanent bid job). Extenuating circumstances regarding placement and qualification of skills may be considered on a case-by-case basis.
3. The District agrees to increase wages by an amount equal to that funded by the State for Basic Education Employees during the term of this Agreement. The current Teamster pension amount shall be added to the rates prior to applying the referenced increase. After the increase is calculated, the pension amount shall be backed out, leaving the new rate.
4. Any employee with one (1) hour or less between assignments will remain on the clock.
5. Employees working in a higher paid classification shall receive the higher rate for hours worked in accordance with Section 2 above.
6. **Regular Employee:** Any employee who has a regular assignment.
7. **Casual Employee:** Any employee who does not have a regular assignment.
8. **Probationary Employee:** New employees will be regarded as probationary employees until they have completed 90 days of employment. In order to be regarded as serving the probationary period, an employee must fulfill the requirements of Section 6 above. During this period of probationary employment, probationary employees may be terminated as exclusively

probationary period, an employee must fulfill the requirements of Section 6 above. During this period of probationary employment, probationary employees 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 unless specifically referenced elsewhere. 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.

9. 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 longevity schedule. This also includes Casual Substitutes for placement on the salary schedule.
10. Special Events (events not related to school breakfast or lunch programs) that fall outside of an employee's regular work schedule or as indicated on the special event posting shall be as follows:

Effective Date	Rate Per Hour
09-01-10	\$15.00
09-01-11	\$15.25

ARTICLE IX WORKDAY, OVERTIME

1. All employees shall be allowed at least a one-half hour duty-free lunch period within a working day of five hours or more, for which lunch period the employee shall not be paid.

Employees working less than five hours per day will not be required to take lunch. (Article VII, Section 7 should not apply to employees who elect not to take a scheduled lunch break.)

2. Compilation of overtime shall begin after the completion of eight (8) hours within one day Monday through Friday. Should it become necessary to work in excess of eight (8) hours per day or forty (40) hours per week or on Saturday or Sunday, all time worked shall be paid at time and one half (1 ½) the regular rate.
3. All employees except at Boston Harbor School shall have a minimum guarantee of three (3) hours on any work assignments. The District and the Union may meet and consider the addition of one-hour-only positions as the District may propose.

ARTICLE X CALL BACK

Employees called back for work outside regularly scheduled days shall be compensated for a minimum of two (2) hours.

ARTICLE XI INSURANCE

1. Each regular employee who averages a minimum of 3.75 hours per day 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. However, beginning with the first pay period following ratification of this Agreement, the District will not subtract the required HCA 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 eligible employee's insurance FTE. All unused monies will be pooled and distributed, based on FTE, to those eligible employees with excess premiums not covered by state allocation. The District agrees to continue to provide dental and life insurance coverage to all regular employees; any such additional premiums for employees not eligible for medical insurance will be paid by the District and will not come from available pooling dollars.

2. The Parties agree to adjust for changes in F.T.E. that occur during the term of this Agreement.

ARTICLE XII PENSION

1. **State Retirement Plan** - Present Board policies and procedures and statutory provisions will apply to the State Retirement Plan.
2. **Supplemental Teamster Pension** - Effective September 1 2010 the District shall pay an amount equal to eighty cents (**\$0.80**) 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 amounts 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.
3. **PROBATIONARY EMPLOYEES:** For probationary employees hired on or after execution of this Agreement, the District shall pay an hourly contribution rate of ten cents (\$0.10) per hour during the probationary period as defined in ARTICLE VIII, Section 8, but in no case for a period longer than the first ninety (90) calendar days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described above in Section 2.
4. 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 XIII LONGEVITY ACCRUAL SCHEDULE

1. Longevity Accrual Schedule for 12 Month Employees*

Number of years	Longevity Days
1	12
2	13
3, 4	14
5, 6, 7	16
8, 9, 10	17

Number of Years	Longevity Days
14, 15, 16	20
17, 18, 19	21
20, 21, 22	22
23, 24, 25	24
26 or more	25

* Longevity accrual is prorated for non-12 month regular employees, based on total hours per year (2080 hours equals full year).

2. An employee may use up to three (3) days of longevity accrual as personal time off during the school year with approval of the supervisor. Additional unpaid leave may be granted due to extenuating circumstances.
3. 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.
4. All remaining longevity pay shall be cashed out in July payroll, and shall be considered to cover equivalent working days in August. Longevity pay is in addition to established paid holidays.

ARTICLE XIV HOLIDAYS

1. Any employee working 25 hours or more in a month in which any of the following holidays occur shall be paid for such holiday:

Day Before New Years'	Labor Day
New Years' Day	Veterans' Day
Martin Luther King's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Day
July 4 th	

2. All work performed on a holiday to be paid at time and one half (1½) plus holiday pay commensurate with their work schedule.

ARTICLE XV GRIEVANCES

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. 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 their 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. 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.
 - 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 Directors 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 Directors 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 share equally 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 an 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 XVI 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 XVII SICK LEAVE

1. **Sick Leave** - Sick leave shall be granted to regular employees covered by this Agreement on the basis of ten (10) days per year prorated according to hours worked, for regular employees employed on a regular basis during the normal school year.
- a. 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 for 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.

- b. At the time of separation from District employment due to retirement or death of an eligible employee, the 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 days 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.
 - c. Accumulated sick leave is transferable from one school district or agency to another as provided by state law.
2. **Personal and Family Illness** - Employees covered by this Agreement shall be granted sick leave in the event of absence for personal illness, accident or temporary disability or for illness, accident or temporary disability in the family household or of other members of the immediate family. A written verification may be required.
 3. **Bereavement Leave** - Bereavement leave may be taken in the event of the death of a family member (includes 'step' relatives and 'in-laws') or close friend of a regular employee. The following guidelines will be followed for bereavement:
 - Five (5) days in the event of the death of a spouse, mother, father, child, brother or sister;
 - Three (3) days in the event of the 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 unusual circumstances. When such additional leave is granted for travel, there shall be no loss of salary. Supervisors may require documentation of death and/or relationship in cases of suspected abuse of bereavement leave.
 4. **Emergency or Personal Leave** - In the event of an unforeseen emergency or important personal business, a regular employee may use up to five (5) days of sick leave per school year for emergency or personal leave, either in advance or retroactively, for a contingency not provided for by statute or other school 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. The form for applying for emergency or personal leave is included as an appendix to this Agreement.
 5. **Donating Sick Leave** - Regular employees may donate and/or receive sick and/or annual/longevity 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 bank of hours is intended to aid

employees who suffer from an extraordinary or severe illness or injury, which would otherwise result in having to take leave without pay.

6. **Wellness Incentive** - Any employee who works sixty (60) consecutive workdays without an absence will earn one (1) 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.

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 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 LEAVE OF ABSENCE

1. An employee covered by this Agreement may request permission to be absent from employment without pay, subject to approval by the Superintendent and/or the Superintendent's designee. Said request shall be for a legitimate reason, but subject to securing the proper replacement so as not to interfere with the efficient execution of the job requirement.
2. Approval shall be consistent and equitable for all employees. Leaves may be granted as legitimate when there appears to be no other reasonable time for the purpose requested, but shall not be time off for the purpose of other employment.
3. **Extended Leave** - Any regular employee covered by this Agreement who has been employed by the District may apply for a leave of absence without pay for a period not to exceed one (1) year. The reason for such leave shall be health of the employee or of a member of the employee's family, or a family emergency requiring the employee to be at home. The employee shall be re-employed at the end of the leave period in the employee's former position. The employee shall retain previously accrued sick leave and credit for years served prior to the leave.
4. Employees who have exhausted all leave accruals for non-protected absences, and therefore have unpaid absence, will have their FTE prorated on a month-to-month basis for the remainder of the school year based on actual time worked.

ARTICLE XX 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 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.

ARTICLE XXI SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of state and federal laws and regulation, and they believe that each and every part of this contract is lawful. 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 thereof and they shall remain in full force and in effect. In such event the Union and the District shall meet within thirty (30) days for renegotiation of such invalid provisions.

ARTICLE XXII MAINTENANCE OF STANDARDS

The District agrees that all conditions of employment in the District's 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 XXIII MANAGEMENT'S 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 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 XXIV DURATION, WAIVER AND COMPLETE AGREEMENT

The period of this Agreement shall be for three (3) years, beginning September 1, 2010, through August 31, 2012.

This Agreement shall be reopened no later than July 1, 2012. The Agreement constitutes the agreement between the parties, concluding collective bargaining for its terms except as otherwise provided herein.

This Agreement may otherwise be altered, changed, added to, deleted from or modified at any time only with the mutual consent of the parties.

Should, during the term of this Agreement, the legislature make available additional monies for school employees, the parties agree to open this Agreement to negotiate the effect of said monies.

Signed:

OLYMPIA SCHOOL DISTRICT NO. 111

TEAMSTERS LOCAL UNION NO. 252



Bill Lahmann; Superintendent



Darren L. O'Neil; Secretary-Treasurer

Date: 04-28-11

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.)*



Employer: _____

By: _____

Title: _____

Copy to Local Union: _____

Agreement Text: (ARTICLE VI - Discharge, Suspension, Warning Notice) The Employer shall not discharge nor 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, gross negligence that jeopardizes the safety of students or community members while on duty, gross insubordination resulting in destruction of District property, recklessness resulting in serious accident while on duty, or other just cause.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

Certified Return Receipt

Requested # _____

Requested # _____

Appendix C

OLYMPIA SCHOOL DISTRICT NO. 111
1113 LEGION WAY S.E.
OLYMPIA, WASHINGTON 98501

NOTICE OF TERMINATION

Date: _____

To: _____
(Employee)

Effective _____, your services will no 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 # _____

Requested # _____