

**COLLECTIVE BARGAINING
AGREEMENT**



BETWEEN

TEAMSTERS LOCAL UNION NO. 252

AND

**OLYMPIA SCHOOL DISTRICT NO. 111
(*Tech Support*)**

September 1, 2010 through August 31, 2012

 **ORIGINAL**

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AGREEMENT

between

OLYMPIA SCHOOL DISTRICT NO. 111

and

TEAMSTERS LOCAL UNION NO. 252

(Technology Support and Service Technicians)

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 252, Olympia and Centralia, Washington, won the right to bargain for all full-time and regular part-time non-supervisory technical support employees of the Olympia School District, excluding supervisors, confidential, and other employees, under the conditions set forth in the Washington State Public Employees Collective Bargaining Act of 1967.

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. Such posting shall be in a conspicuous place so all employees may receive notice. All vacancy notices shall be sent to each location for posting in the appropriate location, with a copy to the Union. A job vacancy is considered to be a classification vacancy for bidding purposes. The District reserves the right to assign daily

work assignments within a classification, but will honor location/assignment preference requests, by seniority, whenever operationally feasible.

4. The senior qualified 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. Qualifications may be determined by review of experience, skills, abilities, and work history in the interview process. In addition, employees awarded a bid will be given an opportunity in the new position to relinquish the bid and return to their former position up until their former position has been subsequently filled.
5. Temporary positions/vacancies within a classification will be filled as per District operational needs. If the District determines there is a need to temporarily move an employee from one classification into a higher paid classification, however, the District will inform the unit employees and offer such work to the senior qualified employee expressing an interest.

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.
 - 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 school 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.

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 (includes 'step' relatives and 'in-laws') 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;
- 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.
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, 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 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, or the transacting of important personal business that can only be accomplished during the normal work day. Leave granted under this policy shall be for an emergency that necessitates an employee's absence. In the event the supervisor grants permission for the employee to leave early for an emergency, 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.

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) business days of the alleged violation or knowledge 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 twenty (20) business days, may be taken to arbitration by the Board of Education or the Union as herein provided:
 - (1) Either party may within ten (10) business 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) business days, the parties shall jointly request PERC 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.
 - (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

- 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. Regular part-time employees shall receive pro-rata holiday pay. The paid Holidays are:

Labor Day	Day before New Year's
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King's Day
Day after Thanksgiving	Presidents' Day
Day before Christmas	Memorial Day
Christmas Day	Fourth of July

- Pay Rate for Holiday Work: If any work is requested or assigned by the District on such holiday, additional compensation shall be paid for such work at the double time (2x) rate. An employee called to work on such holiday will be guaranteed a minimum of two (2) hours pay, which is to be paid at double time (2x) in addition to regular holiday pay. Although the District reserves the right to request an employee work on such holiday, no employee will be required to work on any holiday.

ARTICLE X VACATIONS

- During the first year of employment, annual leave with pay shall be allowed to each employee at the rate of one (1) working day vacation leave credit for each month of completed service. Thereafter, the monthly vacation accrual shall be based on the annual accrual scheduled listed below in Section 2.
- Vacation Accrual Schedule*

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

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

- Paid Holidays: Vacation days are in addition to established paid holidays.

4. Continuous past service with school districts in the State of Washington shall be included in determining the employee's length of service for vacation purposes. Other like-experience may be considered at the discretion of the District.
5. Vacation accrued at the time of separation from employment shall be paid in full.
6. An employee will be allowed to schedule vacations during the school calendar year as well as during non-school periods with the approval of the immediate supervisor. The District will make every reasonable effort to grant employee vacation requests. If there are multiple requests for specific dates, seniority shall prevail, although no employee shall be allowed to bump another employee once the District has approved an employee's advance vacation request. An annual vacation calendar noting approved requests shall be maintained by the District and be made readily accessible to the employees.
7. 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.
8. 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.
9. Vacation Cash-Out -- An 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 forty (40) hours accrual after the cash-out.

ARTICLE XI MEDICAL AND DENTAL COVERAGE

1. The parties mutually agree and fully understand that effective with the September 2009 payroll and extending through the term of this Agreement, insurance benefits for employees covered by the Collective Bargaining Agreement shall be:
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. 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. All regular employees shall be eligible to participate in the medical plans as per past practice.

3. The above amount shall be used for Group Medical, Dental, Vision (if applicable), and Life Insurance (if applicable). Tri Care Medical will be provided to those eligible 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 State allocated increases during the term of this Agreement.
4. The parties agree to adjust for changes in F.T.E. that occur during the term of this Agreement.

ARTICLE XII RETIREMENT

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, based on September hours, the District shall pay an amount equal to sixty cents (**\$0.60**) 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 non-supervisory employee, including casual employees, who engages in work 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.
 - a. Effective September 1, 2011, based on September hours, the District will contribute an additional five cents (\$0.05) per hour into the above Fund on behalf of the above referenced employees for a total contributory amount of sixty-five cents (**\$0.65**) per compensable hour per employee.
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 XIII, Section 3, 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 CLASSIFICATIONS AND WAGE RATES

1. Classifications:

Hourly Rates Effective 09-01-10

Technology Support Field Technician	\$19.78
Information Systems Tech Support Specialist I	\$19.78
Information Systems Tech Support Specialist II	\$22.52
Information Systems Tech Support Specialist III	\$27.33

2. Regular Employee: A full-time or regular part-time non-probationary employee.
3. Probationary Employee: New employees will be regarded as probationary employees until they have completed ninety (90) calendar days of employment. 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 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.
4. When an employee is assigned by the District and works in a higher paid classification, the employee will be paid the higher rate for hours worked. On-the-job training opportunities will be made available to interested employees at the employee's regular wage.
5. The District agrees to pass through any additional state allocated funding for general classified employees for the duration of this Agreement.
6. The parties agree to meet on an annual basis to select any 261st and 262nd non-work day. Such day(s) will be observed during winter break. Employees who do work will be paid additional earnings at the straight-time rate of pay. For the 2010-11 school-year, Monday December 27, 2010, will be the designated 261st non-work day. For the 2011-12 school-year, Thursday December 22 and Tuesday December 27, 2010, will be the designated 261st and 262nd non-work days, unless mutually changed by the parties.

ARTICLE XIV DISCIPLINE

1. 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 including but not limited to, falsification of a work application or intentional falsification of hours worked, theft of District property, recklessness resulting in serious accident while on duty, or gross negligence jeopardizing the safety of students or District property, or other just cause, consistent with the terms of this Agreement.
2. 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.

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 A and B respectively, attached.

ARTICLE XV HOURS, OVERTIME, AND WORK ASSIGNMENT

1. General:

- a. For regular full time employees, 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. A longer lunch period will be allowed on an individual basis by mutual agreement with the supervisor. Employees will be allowed one (1) fifteen (15) minute paid rest period for each four (4) hours of continuous work, or major portion thereof, taken approximately mid-point of each segment. The work week shall consist of five (5) consecutive days, Monday through Friday.

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 (1½) 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 (1½) 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 (1½) times the regular rate of pay.
- c. Work performed by regular full time employees on Sundays shall be paid for at two (2) times the regular rate of pay
- d. All employees shall have equal opportunity to qualify for better positions through any training programs made available to employees of the District.
- e. 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, or unless mutually agreed between the employee and the supervisor.

- f. A regular employee called back to work after having completed their regular daily work assignment shall be compensated for a minimum of two (2) hours pay at the overtime rate.
 - g. An employee called to work on their day off shall be compensated for a minimum of two (2) hours pay at the appropriate overtime rate.
 - h. Employees required by the Employer to remain overnight away from their regular headquarters shall be reimbursed for their approved expenses.
 - i. Previous like experience will be considered on new hires for the purpose of placing them on the salary schedule.
 - j. 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 First-Aid class time. 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.
 - k. When required by the District, pagers or cell phones shall be operable and worn by the designated employee on site at all times during each work shift.
 - l. Available weekend overtime shall be offered by seniority by classification unless there are an insufficient number of available classification employees. Other required overtime will be assigned by the District as operationally needed.
2. The Olympia School District will pay mileage at the standard District rate established by the Board to employees who are required to travel between schools/locations in their personal vehicles.
 3. 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.
 4. Employees are expected to be at their worksite and prepared to work when scheduled. Failure to maintain professional and appropriate attendance and punctuality, in excess of three times per calendar month, may result in progressive discipline.

ARTICLE XVI 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 XVII MAINTENANCE OF STANDARDS

The District agrees that all conditions of employment in the District operation relating to wages, hours, overtime, 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 XVIII 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.

ARTICLE XIX PERIOD OF AGREEMENT AND SEPARABILITY

1. This Agreement shall be in effect from September 1, 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.

OLYMPIA SCHOOL DISTRICT NO. 111

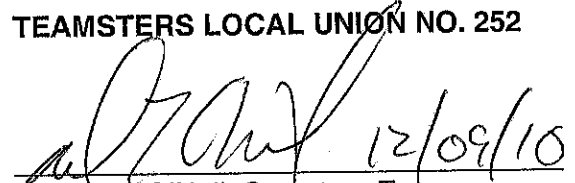


Bill Lahmann; Superintendent

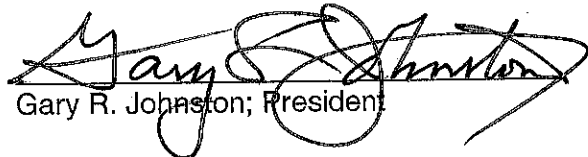
12/10/10

Date

TEAMSTERS LOCAL UNION NO. 252



Darreh L. O'Neil; Secretary-Treasurer



Gary R. Johnston; President

12-08-10

Date

APPENDIX A

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 including but not limited to, falsification of a work application or intentional falsification of hours worked, theft of District property, recklessness resulting in serious accident while on duty, or gross negligence jeopardizing the safety of students or 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 B

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 # _____



APPENDIX C

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