

COLLECTIVE BARGAINING  
AGREEMENT



BETWEEN  
TEAMSTERS LOCAL UNION NO. 252  
AND  
OLYMPIA SCHOOL DISTRICT NO. 111  
( Food Service )

September 1, 2021 through August 31, 2024

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## 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, 2021, through August 31, 2024.

## 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/ DUES CHECK-OFF

1. Dues-paying union members of this unit may actively participate in union affairs and may serve on negotiations or union committees or participate in similar activities to the interest of the unit.

### 1.1 Access to New Employees.

The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Union.

2. The School District will deduct Teamsters Union dues and initiation fees for employees who wish deductions made and remit to the officer of the Union designated by the Union.

3. All refunds of such deductions which may be required due to over payment to the Union will be made to the employee by the Union and the Union shall settle all questions and disputes between it and its members with reference to deductions or refunds. It is further agreed that the Union will refund to the District any amounts paid to it in error on account of check-off provision upon presentation of proper evidence from the District.

4. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to 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 National DRIVE 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 each employee's paycheck. In order for this Section of the Agreement to be in effect, there must be a minimum of ten (10) participants. Further, in accordance with any state or federal laws, the employee reserves the right to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

## 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.

## V. SENIORITY

1. In the event the Board should determine that layoffs are necessary, such employees shall be laid off in reverse order of seniority within the position assignment of the bargaining unit. Employees to be laid off shall be notified, in writing, a minimum of fifteen (15) calendar days in advance of the anticipated event. Employees who are in layoff status shall be recalled into any bargaining unit vacancy by seniority provided the employee is qualified to fill the position. Laid off employees will be given Forty-eight (48) hours to answer a certified written notice of recall with ten (10) calendar days to return to work once work is accepted, or face loss of seniority. An employee returning from layoff status shall maintain their seniority date and accrual rates. However, an employee shall not accrue benefits during their layoff period. The above provision shall not apply to substitute employees.
2. 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.
3. Seniority shall be broken by a lay-off that continues for eighteen months, by voluntary resignation, or by discharge, in accordance with the terms of this Agreement.
4. 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 Department Heads for posting in their schools with a copy to the Union.
5. The senior person will be awarded the bid and will be given a reasonable trial period with training from the District Coordinator 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 they elect to go to their new bid position prior to the temporary position ending.
6. All nine (9) month employees will be given first opportunity for any summer bargaining unit work or summer feeding programs for which they are qualified, by order of seniority.

7. 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 (31st) 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.
  - 7.1 Temporary positions bid will have the benefits of that temporary position. (ie. sick/vacation pay).
8. 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 not part of the regular Food Service breakfast or lunch program
  - b) Kitchen Managers will be offered the first opportunity to work school related special event in their building (i.e. carnivals, BBQ's, back to school events, etc.)
  - c) By bargaining unit seniority if it is a "Special Event"
9. The District shall post a seniority list in each school.
10. The District shall provide the Union with an updated seniority list by November 1<sup>st</sup> of each year.

## **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 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, holidays and spring and winter break 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, holidays and spring and winter break, 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.

## 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.
  - d. Safe Schools Trainings:
    - What Every Employee Must Be Told
    - Civil Rights in Food Services
    - Slips, Trips and Falls
    - Proper Lifting Procedures

Orientation must be completed by October 31<sup>st</sup>. Newly hired employees will have 30 calendar days to complete orientation.

2. **Payment for Orientation and Training Sessions** - Employees shall be paid for orientation and/or training sessions at employee's regular hourly rate of pay. (**Safe Schools**)
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 ten (10) minute rest period for each four (4) hours of continuous work or major portion thereof after approximately two (2) hours. Employees with four (4) hours or more per day shall have fifteen (15) minute breaks.
7. **Lunch** - A lunch shall be provided to food service employees subject to Internal Revenue Service requirements and applicable laws and regulations. Any food service employee with a known food allergy is responsible for selecting food to which they are not allergic.
8. **Slip-resistant Shoes** - All employees are required to wear slip-resistant shoes. The District will provide a \$100.00 allowance every school year for all permanent employees. Substitute employees will be expected to report for work with such appropriate footwear and will be paid the \$100.00 allowance in the next pay period after completing the annual requirement of twenty (20) 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 1<sup>st</sup> shall advance one step on the following September 1<sup>st</sup>.

**2021-2022 School year: Salary Schedule Effective September 1, 2021**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 10</b>	<b>Year 20</b>
Helper/Server	\$16.06	\$16.69	\$17.50	\$17.84	\$18.19	\$18.54
Kitchen Assistant (Dishwasher for Central Kitchen, Salad Bar Assistant, Pizza and Deli Assistant)	\$16.42	\$17.06	\$17.89	\$18.24	\$18.60	\$18.96
Middle School Lead	\$18.42	\$19.06	\$19.89	\$20.24	\$20.60	\$20.96
Elementary School Manager	\$18.43	\$19.11	\$19.99	\$20.36	\$20.74	\$21.13
Middle School Manager	\$19.43	\$20.11	\$20.99	\$21.36	\$21.74	\$22.13
Assistant Department Head (Assistant Department Head – Cook, Bakery, Salad, Central Kitchen Special Program Manager, CHS Assistant Manager)	\$18.02	\$18.71	\$19.61	\$19.99	\$20.37	\$20.77
Department Head (Central Kitchen Department Head - Cook, Bakery, Salad, CHS Manager)	\$20.74	\$21.54	\$22.57	\$23.00	\$23.44	\$23.89
Coordinator	\$22.00	\$22.87	\$23.99	\$24.46	\$24.94	\$25.43

2022-2023 School year: 4% increase inclusive of IPD. If IPD is greater than 4%, then the salary increase will be equivalent to IPD.

2023-2024 School year: 3% increase inclusive of IPD. If IPD is greater than 3%, then the salary increase will be equivalent to IPD.

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, that employee shall be compensated at the same hourly rate as the person they are replacing (this includes placement for a subsequent permanent bid job).
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 the agreement. The current Teamsters 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 bid assignment.
7. **Substitute 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. 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 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 paid at the rate of \$22.00 per hour.

## **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 with the exception of Elementary School Helper/Servers shall have a minimum guarantee of three and a half (3.5) 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

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

#### ARTICLE XI INSURANCE

1. Effective January 1, 2022, all regular employees who are expected to work 630 hours per year will be eligible for insurance coverage (medical, dental, vision, life, long-term disability) per the Washington State School Employees Benefit Board (SEBB). Employee cost will depend on the medical plan selected. The District-paid portion will be directed by state legislation

#### 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, 2021, 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 probations 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	Prorated Days (191)	Number of Years	Longevity Days	Prorated Days (191)
1	12	8.8152	14, 15, 16	20	14.692
2	13	9.5498	17, 18, 19	21	15.4266
3, 4	14	10.2844	20, 21, 22	22	16.1612
5, 6,7	16	11.7536	23, 24, 25	24	17.6304
8, 9, 10	17	12.4882	26 or more	25	18.365
11, 12, 13	18	13.2228			

\* 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 five (5) 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 <sup>th</sup>	Juneteenth

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, except that employees who perform summer

bargaining work in July and/or August shall additionally accrue one (1) day of sick leave for that month if such employee is compensated a minimum of fifteen (15) days in said month.

- 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 Human Resources Department. 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.
7. Washington State Paid Family and Medical Leave: The District agrees to comply with all Washington State Paid Family and Medical Leave laws, per RCW: 50A.04. The District shall pay fifty percent (50%) of the premium.

### **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 this Agreement available to employees in the following ways: a) on the OSD website, b) a printed copy at each worksite, and c) printed copies available upon request.

#### **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 two years beginning September 1, 2021, through August 31, 2024.


This Agreement shall be reopened no later than July 1, 2024. 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.

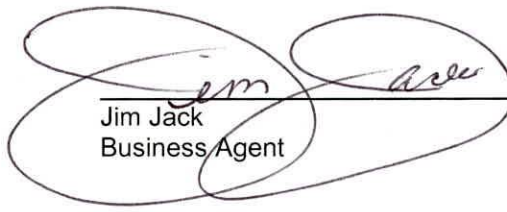
Signed:

**OLYMPIA SCHOOL DISTRICT NO. 111**

  
\_\_\_\_\_  
Patrick Murphy Date:  
Superintendent

**TEAMSTERS LOCAL UNION NO. 252**

  
\_\_\_\_\_  
Brian Blaisdell Date:  
Secretary-Treasurer

  
\_\_\_\_\_  
Jim Jack Date:  
Business Agent