

COLLECTIVE BARGAINING  
AGREEMENT



BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

GRIFFIN SCHOOL DISTRICT NO. 324  
(Classified Employees)

September 1, 2019 through August 31, 2022



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## PREAMBLE

For the purpose of developing and maintaining good and harmonious relationships between Griffin School District No. 324 and members of Teamsters Union Local No. 252 who are employed by Griffin School District, this Agreement is made and entered into this 1<sup>st</sup> day of September 2017.

## ARTICLE I - BARGAINING UNIT

This Agreement covers all employees and positions as described in the Public Employment Relations Commission Case Number 8625-E-90-1452: all full-time and regular part-time classified employees of Griffin School District, excluding supervisors, confidential employees and all other employees of the Employer.

## ARTICLE II - UNION REPRESENTATION

1. It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.
2. The Union shall have up to a thirty (30) minute orientation with new employees' during the employees regular work hours. The Union will explain that it is the designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.
3. The Union agrees to accept employees as members without discrimination as to race, color, creed, sex, sexual orientation, national origin or physical, sensory or mental disability or protected classes under the law.
4. The School District shall retain the sole right to the selection of new employees.
5. Dues Check-Off:
  - a. 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 that 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.

- b. 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 six (6) 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.
6. The Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.
7. Contract Distribution – The District shall make this Agreement available to employees in the following ways: a) on the GSD website, b) a printed copy at each worksite, and c) printed copies available upon request.

### **ARTICLE III - ANTI DISCRIMINATION**

1. It shall be the policy of Griffin School District No.324 to provide equal employment opportunity and treatment in recruitment, hiring, retention, transfer, promotion, and training of all employees regardless of age, national origin, race, color, religion, sex, marital status, or physical requirements not constituting a bona fide occupational qualification and, further, to promote the full realization of equal employment opportunity for women and members of minority groups through a continuing affirmative action program. All anti-discrimination practices will be adhered to as defined in the Fair Labor Standards Act and the Equal Employment Opportunities Act.
2. 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.
3. No employee shall suffer a reduction in wages or be deprived of more favorable working conditions due to the signing of this Agreement.

### **ARTICLE IV - 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 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 deemed qualified to perform the available work in order to exercise seniority rights, subject to the grievance procedure.

2. All job vacancies and extra work under this Agreement shall be posted for one (1) week for bidding seniority purposes. Such posting shall be in a conspicuous place so all employees may receive notice. All vacancy notices shall be posted in the school and transportation shop, with a copy to the Union and Shop Stewards. Award of such vacancy shall be sent to the Union and Shop Stewards. The District will make every effort to post Summer Help Positions three (3) weeks prior to the last day of the school year subject to budget authority.
3. A person must be qualified to be awarded a position and will be given a reasonable trial period to demonstrate ability, the determination to be made by the District, subject to the grievance procedure.
4. All nine (9) month employees will be given first opportunity for summer bargaining unit work for which they are qualified, by order of seniority. They shall then be laid off by order of seniority as necessary due to lack of work. Summer work will end when School starts.
5. Seniority shall be broken by a lay-off of one year, by voluntary resignation, or by discharge for just cause. Seniority may also be broken by loss of a license or certificate required for the position.
6. Drivers will decide at the beginning of each school year if they wish to re-bid routes by seniority.
7. The District will provide the Union a seniority list upon request.

## **ARTICLE V – EMPLOYEE COMPESATION**

1. Salary Schedule Shall be attached to this agreement as appendixes.

Effective September 1, 2019, Increase the 2018-2019 base wage by eight percent (8%) on top of the State Legislated Mandated COLA.

Increase 2020-2021 hourly rate schedule by three percent (3%) on top of the State Legislated Mandated COLA.

Increase 2021-2022 hourly rate schedule by three percent (3%) on top of the State Legislated Mandated COLA.

2. Implementation: For movement on salary schedule new, employees must have 91 calendar days or more of continuous service. Earned increments effective September 1<sup>st</sup> of each year.

The District recognizes the value of retaining a well-trained staff of classified employees and on occasions will request that employees participate in training opportunities. Classified employees will be paid at their regular rate for all classes and/or meetings authorized by the administration.

3. The District will pro-rate employees earnings over 12 months with averaging from September through August. Prorated pay will be subject to update for employee assignment changes during the school year. Prorated pay for new/separated employees will be based upon appropriate start/end dates as discussed with the employee.
4. Employees working swing shift (2:00 PM or later start) shall receive an additional \$0.35 (cents) per hour.
5. Employees performing work in a higher paid classification shall receive the higher rate for hours worked.
6. Lead Custodian: - The District shall designate the most senior qualified employee as lead custodian at five (5%) percent above their current rate of pay for summer break. The District may designate the most senior qualified employee as lead custodian at five (5%) percent above their current rate of pay for spring and winter breaks as needed.
7. Employees assigned to lower paying classifications will receive their regular rate for all work performed.
8. Employees accepting offers (seniority selection) of other classified work will be paid for at the classification rate of the work performed.
9. During the period of this Agreement, the District will pass on to all members of the bargaining unit any State Legislated Mandated COLA enacted into law by the state for K-12 classified employees.
10. Tool Allowance: - Each mechanic and building maintenance employee required to supply his/her own tools shall receive a five hundred (\$500.00) tool allowance. This amount will be paid to the employee following the end of the school year. The allowance will be prorated for employees who are employed for a partial year. The District shall maintain an inventory of all District tools and equipment. Additionally, each employee will maintain an inventory of personal tools used at the District's facilities as required by the District's insurance carrier.

This provision may be terminated by mutual agreement between the District and the Union. Such notice to be delivered not less than thirty (30) days prior to the start of the school year.

11. The district recognizes that on years that exceed 260 days (full time positions) additional days will be designated as non-work days on the calendar. The non-work days will be defined on the calendar in the month of July, in conjunction with the 4th of July holiday each year that the additional day occurs.

12. In the event the Washington State Legislature modifies the state funded allocation formula for classified employee hourly wages, either party by written request may open the agreement for the purpose of negotiating the salary schedule.

**ARTICLE VI – LONGEVITY STIPEND**

1. In order to recognize the long-time service of regular employees, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment with the District. Stipend will be paid in June.

Years	Annual Stipend
15 years to 19 years of service	\$500.00
20+ years of service	\$1000.00

**ARTICLE VII - LEAVE TIME (Illness or Injury)**

1. Sick Leave: - The Employer at the beginning of each school year shall credit commensurate with the employees’ work schedule, 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 shall be limited to twelve (12) days (not to exceed 96 hours) in any one (1) year.

In January of the year following any years 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.

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 days’ accrued leave for illness or injury.

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.

2. Sick Leave - Adjustment for Worker’s 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 Worker’s Compensation in accordance with State Law.



- b. If the employee has accumulated leave the District shall give the employee the opportunity to elect paid leave in addition to time-loss compensation.
  - c. When an employee is injured on the job and is unable to perform his or her duties as a result of an on-the-job injury or occupational disease and certified off work by a doctor, the employee may elect to use leave as follows:
    - 1. Choose unpaid leave thus receiving only his or her entitled temporary total disability (TTD) benefits, or;
    - 2. Elect to use a full day of accumulated leave (sick or vacation) in addition to their entitled TTD benefits, or;
    - 3. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury and;
    - 4. For any one day, the combination of sick and vacation leave hours cannot exceed the number of hours the employee is regularly scheduled to work.
  - d. 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.
  - e. Nothing herein pertains to a permanent disability award.
3. Leave Without Pay: - Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay.
  4. Military Leave: - Employees enlisting or entering the military or naval services of the United States shall be granted all rights and privileges provided by Federal and State Laws.
  5. Medical, Dental, Ocular Appointments: - Medical, dental, or ocular appointments that need to occur during regular working hours will be deducted from accumulated compensated leave, unless prior arrangements have been made. In any instance involving a fraction of a day, the minimum charge to an employee's leave account will be a quarter of an hour. Whenever possible, appointments should be scheduled after school hours.
  6. Personal Leave: - Personal leave is intended for use by employees to attend to important personal business which can only be accomplished during the normal working day. Three (3) days of personal leave will be granted to each employee each school year. This leave may not be taken from accumulated leave and shall be paid for by the District. If unused, these days will carry forward to a maximum accumulation of six (6) days or may be cashed out at the employees' applicable rate of pay. Personal leave days may not be taken during the first two weeks or the last two weeks of school without approval of the Superintendent, nor may they be used to extend holiday periods unless mutually agreed upon by the employee and the Administration. Except in cases of emergency, an employee intending to use more than three (3) days in succession shall give at least a week's notice of this intent.

7. Leave of Absence: - Any employee so desiring may be granted a leave of absence from their position without loss of seniority, but without pay, for a period not to exceed one year upon the showing of cause satisfactory to the Employer. Leave of absence request 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 the continuity with actual employment status. Requests for all leaves of absence must be in writing and submitted to the District and the Union prior to effective date of leave.
8. Bereavement Leave:
  - a. Up to five (5) days of paid bereavement leave shall be granted for each occurrence of death in the employee's immediate family or immediate household. Said leave will not come off accumulated compensated sick leave. Requests for bereavement leave shall be made according to District procedures to the Superintendent. In situations where additional bereavement time is necessary and appropriate, it may be granted at the discretion of the Superintendent.
  - b. The immediate family shall be defined as; parent, sibling (including in-laws), spouse, child, significant person in an employee's life, foster relationships, aunt, uncle, grandparents and grandchildren of the employee or the employee's spouse.
  - c. The immediate household shall be defined as: all people living in the same family unit, not necessarily relatives-
  - d. Up to one (1) day of paid leave shall be granted for bereavement of a person of close personal ties.
  - e. When extended travel is necessary in order to attend a funeral or memorial service, one (1) day for necessary travel will be allowed in addition to leave days provided in the above paragraphs.
9. Jury Duty: - Any employee called for jury duty shall, at the employee's option, be paid for their regular hours when serving as a juror.
10. Annual Leave Sharing: - Employees who have accumulated in excess of ten (10) days of annual leave may donate excess days to employees as prescribed in School Board Policy adopted February 21, 1990.
11. Employee Responsibilities During Emergency School Closures: - In the event of an emergency school closure due to weather conditions, equipment breakdown or work stoppage, classified employees cannot assume that they need not report to work. The employee will be expected to arrive at his/her regularly scheduled time, unless otherwise notified by the District. If there is work to be accomplished, although school is closed to students, and an employee chooses not to work, the employees' absences will be treated in the usual way (as personal leave day or a vacation day). If no such days are available, an absence may be considered a non-pay day. If the District closes the school because of mechanical issues that would result in unsafe working conditions, employees who cannot perform their work will not be subject to loss of pay for that time.

12. Early Release Days: - Employees work regularly scheduled hours when school is dismissed early for in-service. Example: "Paraeducators".
13. Family and Medical Leave: - The District will provide eligible employees with FMLA leave in accordance with State and Federal Laws.
14. 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.

### ARTICLE VIII - VACATIONS

1. Annual leave with pay shall be allowed to each regular (full-time 260 day positions) employee with six (6) months continuous service at the rate of one (1) working day vacation leave credit for each month of completed service for the first year of employment. During the first six (6) months of service no annual leave with pay shall be allowed.
2. Vacation Accrual Schedule: Full-time (260) day positions.

<u>No. of Years</u>	<u>Vacation Days</u>
1	12
2-4	15
5-10	18
11-15	22
16 or more	25

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

3. Paid Holidays: - Vacation days are in addition to established paid holidays.
4. Continuous past service shall be included in determining the employee's length of service for vacation purposes.
5. Any regular, full-time employee, who is on vacation status and becomes incapacitated through illness or accident, shall have the right to revert to sick leave status. In such a case, the employee shall furnish a statement to that effect from a duly licensed physician.
6. The District reserves the right to approve or disapprove vacations in advance. In cases of dispute, the employee with the greatest seniority will have preference.
7. Annual leave accrued at the time of separation from employment shall be paid up to a maximum of 240 hours or 30 days of leave.
8. Maximum accrual of ten (10) days of vacation will be allowed to carry-over unless exceptions are approved by the District. The Union and the District mutually agree that cash-out of unused vacation and sick leave shall not be included in the calculation of the employee's retirement pension according to RCW.

## ARTICLE IX - HOLIDAYS

1. The following shall be considered paid holidays regardless of the day of the week, except that if the holiday falls on Saturday or Sunday, either Friday or Monday will be considered a compensated day (in conformance with the school calendar). The usual holidays are:

January 1<sup>st</sup>  
Martin Luther King Holiday  
Presidents' Day  
Friday of Spring Break  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Eve  
Christmas Day

2. Any employee working their normally scheduled work day before and after a holiday, as defined in Article VII above, will receive pay for their normally scheduled hours for that holiday. If a holiday falls on an employee's normally scheduled day off, the employee shall receive holiday compensation equal to the number of hours worked in an average work day.
3. Pay Rate for Holiday Work: - If any work is performed on such holiday, additional compensation shall be paid at time and one-half (1 ½). No employee shall be called on such holiday for less than four (4) hours, which are to be paid for at time and one-half (1 ½) in addition to regular holiday pay.

## ARTICLE X - MEAL PERIODS, REST PERIODS

1. Employees shall be allowed a meal period of at least thirty (30) minutes which commences not less than three (3) hours nor more than five (5) hours from the beginning of the shift.
2. No employee shall be required to work more than five consecutive hours without a meal period.
3. Employees shall be allowed a rest period of no more than fifteen (15) minutes, on the Employer's time, for each four (4) continuous hours of working time. Rest Periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.
4. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) continuous hours worked, scheduled rest periods are not required.

## ARTICLE XI - MEDICAL, DENTAL, RETIREMENT BENEFITS

1. Each employee will be entitled to the state allocation based upon their benefit FTE. Benefits will be based on 1440 hours as a full-time employee and prorated according each employee FTE. All unused moneys will be pooled and distributed equally to those employees with excess premiums not covered by state allocation. Pool will be figured in September, October and adjusted in March. The District will pay the Health Care Authority for the subsidy of school district retirees (1993 K-12 Retiree Bill, CH 386 laws of 1993)
2. The Griffin School District and Teamsters Local No. 252 agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940):
  - A) In the 2019-2020 school year a minimum medical premium of 5% employee out of pocket expense.
3. Effective January 1, 2020, the insurance pool shall no longer be applicable, and the District shall follow the SEBB rules and regulations. If, however, SEBB does not go into effect on January 1, 2020, effective January 1, 2020, the District shall continue to contribute the premiums listed in the above paragraphs.
4. Retirement statutory provisions will apply.
5. Any additional moneys allocated by the State for the duration of this Agreement shall be added to the above monthly contribution.
6. The District shall pay for any cost not paid for by insurance for the Hepatitis B shots and follow up test for employees who desire the shot.

## ARTICLE XII - PROBATION AND EMPLOYEE DISCIPLINE

1. Regular Employee: - Any employee who works more than eighty (80) hours per month or has a regular assignment.
2. Casual Employee: - Any employee who works less than eighty (80) hours per month and does not have a regular assignment.
3. Probationary Employee: - New employees will be regarded as probationary employees until they have completed ninety (90) days of employment. In order to be regarded as serving the probationary period, an employee must fulfill the requirements of (1) above. During this period of probationary employment, 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 III. Employees under the probationary period shall be entitled to all benefits of the regular employee. 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. Employee Discipline:

- a. 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 they are discharged if the cause of such discharge is dishonesty or drunkenness, falsification of a work application, recklessness resulting in serious accident while on duty, or other just cause, consistent with the terms of this Agreement.
- b. The warning notice as herein provided will 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 the Union to investigate their discharge or suspension. Should such investigation prove an injustice has been done an employee, he/she shall be reinstated.
- c. Appeal from discharge, suspension or warning notice must be taken within ten (10) days exclusive of Saturday, Sunday and holidays by written notice.
- d. The forms to be used for Warning, Suspension and Termination notices shall be as shown in Appendix B, C and D respectively, attached.

**ARTICLE XIII - GRIEVANCE PROCEDURES**

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, the Union or the District having a grievance. A grievance must be filed in writing to the other party within twenty (20) days of the alleged violation of this Agreement, except for grievances resulting from failure to pay wage rates established by this Agreement.
  - a. Preliminary Discussion: - Should any employee have a concern that he or she feels could be a grievance, the employee shall be expected to first discuss the matter with his or her 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 he or she 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 Superintendent.

- c. If the grievance is not resolved between the Union and the Superintendent it will be taken up with the Board of Directors.
- d. Any grievance that was submitted and carried forward in accordance with the 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) If no resolution between parties in subsection (c) above, either party shall file with the Public Employment Relations Commission for arbitration.
  - (2) A decision shall be rendered in thirty (30) days, unless mutually extended, which decision shall be final and binding upon both parties. The arbiter shall not have the authority to add to or subtract from the terms of this Agreement.
  - (3) Each party shall pay any compensation and expenses relating to its witnesses and representatives.
- e. 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.
- f. 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, their 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 their former position and reimbursed for loss of wages and benefits provided under this Agreement.

#### **ARTICLE XIV - 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 XV - HOURS, OVERTIME AND WORK ASSIGNMENTS**

##### **1. General:**

- a. Hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1 ½) of the regular rate of pay. Work performed by employees on Saturday and Sunday shall be paid for at one and one-half (1 ½) times the regular rate of pay. Supervisor approval is necessary for an employee to work on Saturday or Sunday except in the case of emergencies (i.e. any call from management, supervisor or call center). All

classified employees shall be paid to the quarter hour unless they voluntarily sign out early, then they will be paid for actual time.

The Parties may agree to a four (4) day, ten (10) hour day, work week. Employee(s) may request a four (4) ten (10) hour work week during week when school is not in session. Requests must be in writing five (5) working days of requested start time and must be approved by the Employer. During any 4-10 work weeks, overtime will be paid after ten (10) hours in any one day and or forty (40) hours in any one week. Holidays that occur during 4-10 work week shall be paid at eight (8) hours of pay. The employee shall have the option to use two (2) hours of leave for the holiday or revert back to the five (5) day work week during the week a holiday occurs.

Sick Leave and Vacation Leave accumulation shall remain the same. Sick Leave and Vacation Leave will be charged by the number of hours taken.

- b. All regular employees will be guaranteed a minimum of four (4) hours of work per scheduled work-day. A regular employee called who actually reports back to work after having completed their regular work assignment shall be compensated for a minimum of two (2) hours at the appropriate rate.
- c. An employee (excluding bus drivers) called to work on their day off shall receive a minimum of four (4) hours' pay at the overtime rate.
- d. All employees on overnight, out-of-town assignments shall receive eight (8) hours of pay per day, or hours worked if greater. This provision does not apply to any employee who is absent overnight at his/her request to attend a conference, workshop, or other activity.
- e. All employees shall have equal opportunity to qualify for better positions through any training programs available to employees of the District.
- f. Previous like experience with school districts in the State of Washington will be recognized on new hires for the purpose of placing them on the salary schedule and vacation schedule.
- g. Regular employees will be offered first opportunity to substitute for other positions. Such employee will be paid at the classification rate for the job worked at the experience level appropriate to the substitute employee.
- h. Hours worked in temporary assignments will be added for benefit purposes after thirty days, to include sick leave, vacation leave and holidays only.
- i. Extra temporary hours will be offered by seniority.
- j. Paraeducators will be provided with a work schedule by September 30<sup>th</sup> and a copy will be given to the Paraeducator's supervisor. The schedule will be revised periodically to reflect changes in hours and/or assignments.



- k. Supervisors will arrange immediate coverage of duties during the time needed for employees to follow universal safety precautions when exposed to body fluids during the course of the work day.
- l. The district will provide tuition reimbursement up to \$250.00 per year for district approved clock hours for paraeducators to meet the new certification standards. The Union and District agree to re-open the contract to negotiate this part only if the need for more clock hours occur.
- m. Education Stipends – employees shall receive the following stipends for education: annually
  - \$250.00 for Associates Degree
  - \$500.00 for Bachelor Degree
  - \$750.00 for Masters Degree

## 2. Bus Drivers:

- a. Time traveling and waiting with equipment is to be paid at driver's regular rate of pay, unless the employee is effectively relieved from duty. A driver on layover duty is responsible for the care of the bus or other appropriate assigned duties.
- b. Drivers will be paid for layover time between runs that do not exceed 1 ½ hours. This will not exceed one (1) hour's pay at the driver's regular rate. Any bus driver may be assigned to appropriate tasks during layover time for which the driver is paid.
- c. A bus driver who has been assigned by the District to accompany another driver to learn the route will be paid at the regular rate. Drivers who are new trainees or who volunteer to learn routes, but have not been assigned by the District to do so, do not qualify for remuneration.
- d. A driver called to substitute on a bus route shall receive a minimum of two (2) hours' pay for driving the substitute route, or the length of the route, whichever is higher.
- e. All regularly employed bus drivers shall be guaranteed a minimum of four (4) hours work per day. Non-driving time will be used for other tasks at the district's discretion. These tasks could include bus cleaning, custodial or grounds work, or clerical duties.
- f. All drivers hired after September 1, 1995, are required to fuel and wash their equipment as a condition of employment. Drivers hired prior to that date will be offered an opportunity to fuel and wash their equipment, to be paid at the driver's regular rate. Any work not accepted may be assigned to drivers with time available in accordance with Article XIII, Section 2(f). Any work left over shall be posted for bid as an additional assignment.
- g. State mandated bus drivers' in-service will be held within nine (9) calendar days prior to the first day of the school year. The district will notify drivers of the in- service schedule by the end of the previous school year.
- h. Safety/driver training meetings will be conducted as needed for compliance.

- i. The District will reimburse drivers for all subsequent costs, verified as through the Department of Licensing (DOL), above the basic Washington State Driver's License that are unique to maintaining the Commercial Driver's License (C.D.L.) passenger endorsement (P) and school bus endorsement (S), (excluding any costs/fees caused by driver acts).
  - j. The District shall cover up to \$100.00 of cost of certification/license/permit for an employee's current position(s) that are required by law.
3. Rules for Rotation Trip Board:
- a. Field trips, activity runs and out of town trips shall be scheduled from a rotating list of bus drivers, including probationary employees. In regard to the definition of field trips, where trips do not involve to and/or from home transportation and to the extent that drivers have not previously performed a given trip, it is understood that up to five (5) students can be transported in the station wagon or other similar District vehicle by personnel other than bus drivers.
  - b. When a driver accumulates forty (40) hours per week, they will be considered as unavailable until the board has been exhausted for that week.
  - c. Bus driving work will not be performed by casual or substitute employees when regular qualified employees are available.
  - d. Selection for extra trips will be made Friday at a predetermined time for the following week. (Monday AM through Sunday PM)
  - e. All scheduled extra trips for the following week (Monday AM through Sunday PM) will be posted for driver consideration by Thursday 9:00 AM, indicating the time, date, origin, destination, type of trip and estimated time involved.
  - f. It will be necessary that drivers interested in extra trips, either make themselves available for the Friday meeting or have filled out and given their trip preference slips to the supervisor prior to said meeting. Where there is no school on Friday, this must be accomplished on the last scheduled work day of the week.
  - g. In rotation order, drivers will make their selection.
  - h. If a driver is not present and has not filled out a trip preference slip or does not desire any of the available trips posted, the choice moves to the next driver in order of rotation.
  - i. Drivers may select trips even if it requires them to give up part of their bus driving assignment. This cannot affect other positions held by employee.
  - j. Drivers taking trips must be available at the pick-up point prior to departure time.
  - k. Once a trip is accepted, and for some unforeseen reason a driver is unable to take such trip, it will still be considered as a trip taken. Such trip will be offered to the next driver up in line of rotation.

- l. When a driver's trip is postponed to a later time that same day, the bid driver can do the trip; if the trip is canceled or postponed to another day, the trip shall be re-bid.
- m. It will be the responsibility of the District to make the proper assignments for any run that is requested after the Friday meeting for the next week. Assignments will be made by the next order of rotation.
- n. Employees on overnight out of town trips shall receive a minimum of eight (8) hours' pay.
- o. If a trip is miss-scheduled and the driver loses opportunity for earning, the driver will be paid as though the trip had been taken. If the driver is able to drive his/her regular route on the day of the miss-scheduled trip, he/she will be paid for the scheduled route or the trip, whichever sum is larger.

#### **ARTICLE XVI – 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 rights 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 employees and to the obligations imposed by this Agreement.

#### **ARTICLE XVII - MAINTENANCE OF STANDARDS AND SEPARABILITY**

- 1. The District agrees that all conditions of employment in the District operation relating to wages, hours, overtime, shift differentials, job security provisions, and benefits, shall be maintained at not less than the standards 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.
- 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 re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement.

### ARTICLE XIII - PERIOD OF AGREEMENT

This Agreement shall be in effect the first day of September 2019 and remain in effect through the thirty-first day of August 2022.

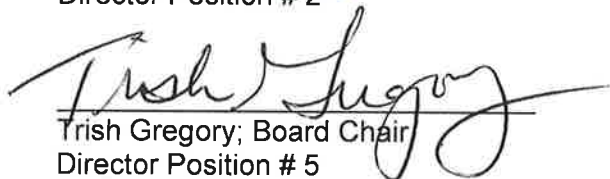
Dated this 10<sup>th</sup> day of October, 2019.


#### GRIFFIN BOARD OF DIRECTORS:


#### TEAMSTERS LOCAL NO. 252:

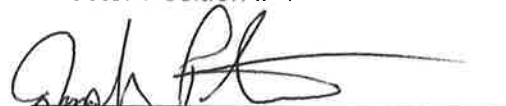
  
\_\_\_\_\_  
Timothy Layton; Board Member  
Director Position # 2

\_\_\_\_\_  
Russ Walpole; Secretary-Treasurer

  
\_\_\_\_\_  
Trish Gregory; Board Chair  
Director Position # 5

  
\_\_\_\_\_  
Brandon Anderson; Board Vice Chair  
Director Position # 3

  
\_\_\_\_\_  
Maureen Karras; Board Member  
Director Position # 4

  
\_\_\_\_\_  
Joseph Peters; Board Member  
Director Position # 1

  
\_\_\_\_\_  
Greg Woods; Superintendent

**APPENDIX A**

**GRIFFIN CLASSIFIED SALARY SCHEDULE**

**Effective 09-01-19 Wage Increase  
2.0% State Legislated Mandated COLA  
8% increase Step 1-5**

<b>Classification</b>	<b>1<sup>st</sup> Step</b>	<b>2<sup>nd</sup> Step</b>	<b>3<sup>rd</sup> Step</b>	<b>4<sup>th</sup> Step</b>	<b>5<sup>th</sup> Step</b>
Mechanic	\$25.96	\$27.00	\$28.08	\$29.20	\$30.37
Mechanic Assistant	\$22.83	\$23.74	\$24.69	\$25.68	\$26.70
Transportation Driver	\$21.95	\$22.82	\$23.74	\$24.69	\$25.67
Bldg. Maintenance Mechanic	\$26.17	\$27.22	\$28.30	\$29.44	\$30.61
Groundskeeper/Bldg. Maintenance Mechanic Asst.	\$22.83	\$23.74	\$24.69	\$25.68	\$26.70
Head Custodian	\$21.32	\$22.17	\$23.06	\$23.98	\$24.94
Lead Custodian	\$20.54	\$21.36	\$22.21	\$23.10	\$24.03
Custodian	\$19.56	\$20.34	\$21.15	\$22.00	\$22.88
Business Office Assistant	\$22.96	\$23.88	\$24.83	\$25.82	\$26.86
Secretary	\$20.91	\$21.75	\$22.62	\$23.52	\$24.46
Paraeducator	\$18.32	\$19.05	\$19.81	\$20.60	\$21.43
Health Room Assistant	\$17.04	\$17.72	\$17.79	\$18.50	\$19.24
Child Nutrition Supervisor	\$27.05	\$28.13	\$29.26	\$30.43	\$31.64
Child Nutrition Cook	\$20.38	\$21.20	\$22.05	\$22.93	\$23.85
Food Services Assistant	\$16.45	\$17.10	\$17.79	\$18.50	\$19.24
School Nurse	\$34.51	\$35.89	\$27.32	\$38.82	\$40.37
Custodial Shift Differential \$.35 per hour	\$19.91	\$20.69	\$21.50	\$22.35	\$23.23

**APPENDIX B**

GRIFFIN SCHOOL DISTRICT NO. 324  
6530 - 33<sup>RD</sup> AVENUE NW  
OLYMPIA, WASHINGTON 98502

Date \_\_\_\_\_

WARNING NOTICE

TO: \_\_\_\_\_  
(Employee)

Under the provisions of the Labor Agreement, this Warning Notice is issued to you for the following reason(s):

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

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

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

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

Agreement Text: (Discharge or Suspension) 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 they are discharged if the cause of such discharge is dishonesty or drunkenness, falsification of a work application, recklessness resulting in serious accident while on duty, or other just cause, consistent with the terms of this Agreement.

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 # \_\_\_\_\_

**APPENDIX C**

GRIFFIN SCHOOL DISTRICT NO. 324  
6530 - 33<sup>RD</sup> AVENUE NW  
OLYMPIA, WASHINGTON 98502

Date \_\_\_\_\_

NOTICE OF SUSPENSION

TO: \_\_\_\_\_  
(Employee)

Effective through and including \_\_\_\_\_, your services will not be required for the following reasons:

This notice of suspension is given to you in compliance with the appropriate articles or sections of the Labor Agreement. You are expected to return to work at \_\_\_\_\_ on \_\_\_\_\_.

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

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

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

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

Certified - Return Receipt

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

**APPENDIX D**

GRIFFIN SCHOOL DISTRICT NO. 324  
6530 - 33<sup>RD</sup> AVENUE NW  
OLYMPIA, WASHINGTON 98502

Date \_\_\_\_\_

NOTICE OF TERMINATION

TO: \_\_\_\_\_  
(Employee)

Effective \_\_\_\_\_, your services will no longer be required for the following reasons:

This notice of termination is given to you in compliance with the appropriate articles or sections of the Labor Agreement.

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

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

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

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

Certified - Return Receipt

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