**Collective Bargaining Agreement** 



Between

## **TEAMSTERS LOCAL UNION NO. 252**

### AND

## SHELTON SCHOOL DISTRICT NO.309 (Vehicle Maintenance)

# September 1, 2023, through August 31, 2026

Shelton School District (VEHICLE MAINTENANCE) And Teamsters Union Local No. 252

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#### ARTICLE 1. PREAMBLE

1.1. Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an Agreement between SHELTON SCHOOL DISTRICT NO. 309 and members of TEAMSTERS UNION LOCAL NO. 252 who are employed by Shelton School District No. 309. This Agreement is made and entered into this 1<sup>st</sup> day of September 2021 and shall be in force until August 31, 2023.

#### ARTICLE 2. BARGAINING UNIT

Shelton School District (VEHICLE MAINTENANCE) And Teamsters Union Local No. 252

2.1. The Shelton Board of Education for Shelton School District No. 309 recognizes that an election was held according to law and the Teamsters Union Local No. 252, Centralia, Washington, has the right to bargain for all **VEHICLE MAINTENANCE** employees under the conditions set forth in the Washington State Public Employees Collective Bargaining Act. No oral or written understanding reached between individual employees and District official(s) is implied or acknowledged by the Parties.

#### ARTICLE 3. UNION REPRESENTATION

3.1. 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.

#### 3.1.1 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 Association.

3.2 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.

3.3 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.

3.4. 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 4. NON-DISCRIMINATION

4.1. No employee shall be discriminated against for upholding Union principles nor shall any employee who serves as a Shop Steward or on a committee of the Union lose his/her job or be discriminated against for such reasons.

4.2. No employee shall suffer a reduction in wages or be deprived of more favorable working conditions due to the signing of this Agreement, except as may be provided for by the Parties.

4.3. The Parties of 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, or membership or non-membership status in the Union.

#### ARTICLE 5. SENIORITY

5.1. The principle of seniority (length of service) shall be applied in cases of lay-off for lack of work and for rehire when work becomes available. In situations such as above, employees must be qualified to perform the available work in order to exercise seniority rights.

- 5.2. All jobs shall be posted for bid by seniority.
- 5.3. The above provisions shall not apply to substitute employees.

5.4. Seniority shall be broken by a layoff of two years, by voluntary resignation, or by discharge for just cause.

#### ARTICLE 6. LEAVE OF ABSENCE

#### 6.1. Leave without Pay

6.1.1. Any employee so desiring may be granted a leave of absence from his/her 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 ten (10) days prior to effective date of leave. 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 and clearly set forth in the payrolls affected.

#### 6.2. Leave (Sick, Emergency and Personal) Saving Incentive

6.2.1. Employees who earn at least six (6) days of leave during a school year are entitled to a reimbursement as follows:

\$700.00
\$600.00
\$500.00
\$400.00

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#### 6.3. Leave for Illness, Injury and Emergency/Personal

6.3.1. The Employer shall grant leave with pay and accrual of seniority for employee illness, injury and emergency. Employees shall accumulate one (1) day of leave per month under this provision, to a maximum of twelve (12) days in any one (1) year. Unused accrued leave shall lapse in the event of discharge or voluntary resignation. Family emergency is defined as a serious, unexpected family event requiring immediate action or attention. Family is defined as: a spouse, mother, father, bother, sister, child, grandchildren, grandparents, nieces, nephews, aunts or uncles and includes in-laws of such.

6.3.2. The District will provide the employees with an attendance incentive program according to RCW 41.04.340.

6.3.3. 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 absence situations, the Employer may require the employee to furnish medical evidence regarding employability from a duly licensed physician.

6.3.4 Emergency / Personal Business Leave: Employees will be granted emergency / personal business leave with pay in the case of compelling personal business or family emergencies, limited to no more than five (5) days per year. This leave will be deducted from accumulated sick leave.

#### 6.4. Sick Leave - Adjustment for Worker's Compensation

6.4.1. 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.

6.4.2. If the employee has accumulated sick leave credit, the District shall pay the difference between his/her time-loss worker's compensation and his/her full regular salary unless the employee elects not to use his/her sick leave; provided that it is the responsibility of the District to make available written explanation of such elective.

6.4.3. Until eligibility for Worker's 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 over-payments to the District.

6.4.4. 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.

6.4.5. Nothing herein pertains to a permanent disability award.

6.4.6. If any employee has no sick leave accumulated, the words "annual leave" may be substituted for "sick leave" above.

#### 6.5. Bereavement Leave

6.5.1. In the event of the death of a spouse, mother, father, brother, sister or child, grandchildren and grandparents five (5) days will be allowed; death of immediate relatives of the spouse (in-laws), nieces, nephews, aunts or uncles, three (3) days will be allowed. Time

off without loss of pay will also be given to attend the funeral of a close friend. If travel is necessary and cannot be included in the number of days allowed, consideration will be given to unusual circumstances by the Administrator.

6.5.2. Bereavement Leave shall not be charged against the employee's sick leave.

#### 6.6. Judicial Leave

6.6.1. In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

6.6.2. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, provided that the employee is not a party to or involved in the action. If any witness fees are paid, that amount shall be deducted from the employee's regular pay. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee.

6.6.3. Judicial leave shall not be deducted from sick leave accumulation.

#### ARTICLE 7. GRIEVANCE PROCEDURE

#### **7.1.** Definitions

7.1.1. "Grievance", as used herein, shall mean any dispute involving the interpretation or application of the provisions of this Agreement. The District has the right to adopt work rules, subject to review through the grievance and arbitration procedure as to their reasonability.

7.1.2. "Grievant", as used herein, means an employee, the District, a group of employees, or the Union having a grievance.

#### 7.2. Step I

7.2.1. **Preliminary Discussion**: Should any employee have a concern which he or she feels could be a grievance, the employee shall be expected to first discuss the matter with his/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/she feels that it is necessary.

7.2.2. **Written Grievance**: The employee shall file the grievance, in writing, with his or her immediate supervisor within ten (10) working days, following the date on which the employee knew or should have known of the condition giving rise to the grievance. The supervisor shall respond to the grievance within ten (10) working days, exclusive of Saturdays, Sundays and holidays, after it is filed in writing.

7.3. Step II

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7.3.1. If the Parties are unable to resolve the grievance in subsection 7.2. above, the grievance may be submitted in writing to the Superintendent or their designated representative within ten (10) calendar days of the receipt of the decision rendered in Step I.

7.3.2 The Superintendent or their designated representative shall inform the grievant within ten (10) working days when the grievance meeting will be scheduled.

7.3.3 The Superintendent or their designated representative shall provide a written decision, incorporating the reason upon which decision was based, to the grievant within ten (10) working days from the conclusion of the meeting.

#### 7.4. Step III

7.4.1 If no satisfactory settlement is reached at Step II, the grievance may be submitted in writing to the Board of Directors within ten (10) working days after receipt the decision rendered in Step II.

7.4.2 If the grievance is submitted to the Board, the Board within twenty (20) day; (thirty (30) days when the School Board meets only once during a month), may meet the grievant or review the grievance documents in executive session and give such grievance the consideration it shall deem appropriate.

7.4.3 The disposition by the Board shall be made to the grievant within ten (10) working days of the meeting.

#### 7.5. Step IV

7.5.1. Any grievance which was properly submitted and carried forward in accordance with the grievance procedure provided in subsections 7.2., 7.3 and 7.4. above, may be taken to arbitration by the Union as herein provided.

7.5.2. Either Party may within ten (10) working days after failure to adjust the grievance in subsection 8.3. above, serve upon the other Party a written request for arbitration setting forth in detail the issue to be arbitrated.

7.5.3. In the event an arbiter is not mutually agreed upon by both Parties within ten (10) working days, the Parties shall jointly request the Public Employment Relations Commission to assign an arbiter.

7.5.4. A decision shall be rendered in thirty (30) days, unless mutually extended, which decision shall be final and binding upon both Parties.

7.5.5. Each Party shall pay any compensation and expense relating to its witnesses and representatives. The District and the Union shall share equally the cost of the arbiter.

#### 7.6. Time Limitations

7.6.1. The District 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. The time limitations, however, may be waived by mutual agreement. In unusual circumstances, a

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failure to comply with the time limitations other than that set forth in paragraph 7.2.2. of this Article will not deprive the arbitrator of authority to hear the grievance.

#### 7.7. Grievance Settlement Protocol

7.7.1. All grievances as defined in this Section shall be settled in accordance with procedures outlined above. If an employee is removed from service, his or her removal may be subject to this grievance procedure.

#### ARTICLE 8. HOLIDAYS

8.1. 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 District shall retain the right to designate time off on Friday or Monday in lieu of an additional day's pay:

New Year's Day	Veterans' Day
Martin Luther King's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Day Before or Day After Christmas
July 4 <sup>th</sup>	Christmas Day
Labor Day	Floating Holiday - to be taken by mutual
	agreement
Friday of Spring Break Week (See	*Juneteenth
9.1.1 below)	

\*If Juneteenth is recognized by the District or by any other Bargaining Unit, it will be recognized for this Bargaining Unit as well.

8.1.1 Friday of Spring Break Week is designated a holiday if no school is in session. If any Co-op school is in session, and an employee is required to work, this day becomes an additional Floating Holiday to be taken by mutual agreement.

8.2. If any work is performed by any employee on such holiday, the employee shall be compensated at two (2) times their regular rate. No employee shall be called on such holiday for less than four (4) hours, which are to be paid for at two (2) times their regular rate in addition to regular holiday pay.

8.3 Floating Holidays may only be taken upon mutual agreement between the employees and the Employer. Floating Holidays must be requested in advance, within no more than thirty (30) calendar day and no less than seven (7) calendar days prior to requested date. Consideration will be given on a first come basis, unless two (2) or more requests are received on the same date in which case seniority will be considered first. A maximum of one (1) employee at a time will be allowed to schedule a Floating Holiday during times when school is in session. If an event occurs that would leave the shop with less than two (2) employees on the scheduled date of request, Management reserves the right to withdraw the approved leave.

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8.4 In the event there is an extra day in the calendar beyond the two hundred and sixty (260) workdays for year-round employees, the District will establish the non-work, non-pay day(s) district-wide. HOWEVER, it is agreed by both parties that the Vehicle Maintenance unit may select their own non-work, non-pay day(s) as long as all of the following criteria is met:

- The selected date(s) must be approved by the Director of Transportation.
- The selected date(s) must apply to the whole unit; no separate, individual dates will be approved.
- The selected dates(s) must fall on a date when school buses are not in operation.
- The selected dates(s) may not fall on a snow day or other day when the district is closed due to emergency situations.
- The selected dates(s) must be in whole days only

#### ARTICLE 9. VACATION

9.1. Annual leave with pay shall be allowed to each regular employee with six (6) months continuous service at the rate of one (1) working day vacation leave credit for each month of completed service subject to conditions noted below.

- 9.2. During the first six (6) months of service, no annual leave with pay shall be allowed.
- 9.3. Vacations for all employees to be earned on the following basis for 12 months:

First Year	10 days per year	
Two Years	15 days per year	
Five Years	17.5 days per year	
Ten Years	20 days per year	
Fifteen Years	25 days per year	
Twenty Years	30 days per year	

9.4. Movement on the above accrual schedule will be made annually on September 1<sup>st</sup>. Employees with a start date before March 1<sup>st</sup> of that year will be credited with a year of employment for movement on the schedule.

9.5. Continuous past service shall be included in determining the employee's length of service for vacation purposes. Vacation accrued at the time of separation from employment shall be paid.

9.6. Any regular employee who is in a 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.

9.7. A maximum of two (2) employees at a time shall be allowed to schedule vacation by seniority during the summer vacation, provided that application is made at least two (2) weeks in advance; one employee during all other periods.

#### ARTICLE 10. CLASSIFICATIONS AND WAGE RATES

#### 10.1. Salary Schedule (per hour rates)

EFFECTIVE 09-01-23 Wages shall increase by 7.2% base wage increase additional 2% for step 4

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Classifications	Step 1	Step 2	Step 3	Step 4
Lead Mechanic	\$38.40	\$39.92	\$41.51	\$42.34
Mechanic	\$35.02	\$36.14	\$37.62	\$38.37
Assistant Mechanic	\$28.43	\$29.35	\$32.19	\$32.83
Utility Person	\$22.50	\$24.07	\$25.69	\$26.20

#### Effective 09-01-24 (3% Wage Increase plus IPD).

Note: If the IPD is different than 3.9%, the schedule below will be revised to reflect the actual IPD (see 10.6 below).

Classifications	Step 1	Step 2	Step 3	Step 4
Lead Mechanic	\$41.05	\$42.67	\$44.37	\$45.26
Mechanic	\$37.43	\$38.63	\$40.22	\$41.02
Assistant Mechanic	\$30.39	\$31.37	\$34.41	\$35.10
Utility Person	\$24.05	\$25.73	\$27.46	\$28.01

#### Effective 09-01-25 (2.5% Wage Increase plus IPD). Note: The schedule below will be revised to reflect IPD (see 10.6 below).

Classifications	Step 1	Step 2	Step 3	Step 4
Lead Mechanic	TBD	TBD	TBD	TBD
Mechanic	TBD	TBD	TBD	TBD
Assistant Mechanic	TBD	TBD	TBD	TBD
Utility Person	TBD	TBD	TBD	TBD

\* <u>NOTE:</u> **TEAMSTERS LEGAL SERVICES PLAN** - The above stated wage rates reflect a reduction of \$0.10 per hour to fund the monthly contribution of \$17.30 per employee into the Western Conference of Teamsters Legal Services Trust Fund for the life of the Agreement In the event the Board of Trustees of the Western Conference of Teamsters Legal Services Trust Fund discontinues this benefit, the \$0.10 per hour will be returned to the employees' hourly rate of pay.

\*\* Utility Person must possess a valid C.D.L. endorsement to advance beyond Step 1.

#### 10.2. Step Movement

10.2.1. Step movement on the salary schedule will be made annually on September 1<sup>st</sup>. Employees with a start date before March 1<sup>st</sup> of that year will be credited with a year of employment for step move purposes. After an Assistant Mechanic has completed Step 3, he/she shall then be advanced to Step 1 of the Mechanic classification as long as said employee has acquired the appropriate certified skill level. This provision shall be determined by the District, subject to the grievance procedure, and shall not prevent the District from advancing an Assistant Mechanic to Mechanic should the employee become qualified sooner.

#### 10.3. Probationary Period

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10.3.1. New employees will be regarded as probationary employees until they have completed ninety (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 5. Probation may be extended by up to thirty (30) additional days by mutual agreement between the District and the Union. 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 credits from the beginning date of their probationary period.

#### 10.4. Tool Reimbursement Fund

10.4.1. Each Mechanic classification employee shall have access to a \$675.00 tool reimbursement fund per school year for the purchase of work required hand tools.

#### 10.5. Work Boot Reimbursement Fund

10.5.1. The District shall reimburse employees up to \$350.00 per school year for the purchase of appropriate work-related footwear, provided the employee provides the District with receipts

#### 10.6. State Legislated Funding

10.6.1. The District will provide the annual salary inflationary required by RCW 28A.400.205. If this contract extends beyond the 2022-2023 school year, the District will, beginning the 2023-2024 school year, apply the percentage increase funded by the legislature based on the implicit price deflator (IPD) to the wages set forth above. If the state funds salary increases in a different manner or based on an inflationary index other than that set forth in RCW 28A.400.205 as the date of this Agreement, The District or Union may reopen this provision.

#### 10.7 C.D.L. Testing/Training/Medical Testing

10.7.1 The District will reimburse shop personnel for the costs of their first tests, both written and/or skill, and shall thereafter reimburse shop personnel for all subsequent costs above the Basic Washington Driver's License that are unique to maintaining the Commercial Driver's License (C.D.L.) This is limited to what is required for the scope of their job with Shelton School District and currently Class B CDL, Passenger Endorsement (P), School Bus (S), and Air Brake (K) restriction removed.

10.7.2 The District will reimburse shop personnel the full amount of their required CDL Department of Transportation (DOT) physical when they use the District's preferred provider. If an employee chooses to go to a different Clinic/Doctor, the District will reimburse up to the amount of the cost of a DOT physical of the District's preferred provider. The District will reimburse for one (1) DOT physical in a twelve (12) month period.

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#### ARTICLE 11. SUPPLEMENTAL TEAMSTERS PENSION

11.1. Effective September 1, 2021, based on September hours, the District shall pay an amount equal to two dollars and twenty five cents (\$2.25) per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, said 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.

11.2. 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 12. EMPLOYEE DISCIPLINE

12.1. No employee shall be disciplined (including written warnings, reprimands, suspensions, or termination) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

12.2. The District agrees to follow a policy of progressive discipline which normally includes verbal warning, reprimand, and suspension, with pay, with termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

12.3. To be considered valid, discipline must be taken within twenty (20) calendar days after the Employer knew or should have known of the behavior which precipitates such action.

12.4. Appeals from such action must be made in writing within twenty (20) calendar days.

12.5. A written warning shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. This does not, however, require the Employer to remove the disciplinary reference from the employee's personnel file. Every two (2) years an employee may request in writing to the Superintendent that an administrative panel convene to review the request to remove identified material from the personnel file. The panel shall respond to the employee within thirty (30) days of the request.

#### ARTICLE 13. HOURS AND OVERTIME

13.1. The work week shall consist of five (5) consecutive days, Monday through Friday, or at the Employer's option for employees hired after ratification, Tuesday through Saturday. 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  $\frac{1}{2}$ ) the regular rate of pay. Work performed on Saturday (for Monday through Friday regular work schedules) or Monday (for Tuesday through Saturday regular work schedules) shall be paid at time and one-half (1  $\frac{1}{2}$ ) the regular time and one-half (1  $\frac{1}{2}$ ) the regular work schedules) or Monday (for Tuesday through Saturday regular work schedules) shall be paid at time and one-half (1  $\frac{1}{2}$ ) the regular

rate of pay. Any work performed on Sunday shall be paid at two (2) times the regular rate of pay.

13.2. The regular shift shall consist of eight (8) consecutive hours with one-half  $(\frac{1}{2})$  hour for lunch. Employees shall be entitled to two (2) fifteen (15) minute rest periods per day. 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 day work week during any 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. Employee(s) who request such four (4) ten (10) workday week shall remain on that schedule for the duration of the request that school is not in session. The Employer may cancel such alternate work schedule within five (5) working days' notice in order to meet business and customer needs or in response to budgetary demands. 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 weeks will be paid at ten (10) hours per day. This is in consideration for adopting a 2080 hour paid work year.

13.3. An employee called back to work after having completed his/her regular work assignment shall receive a minimum of two (2) hours' pay at the appropriate rate.

13.4. An employee called to work on a Saturday, Sunday, holiday or vacation, shall receive a minimum of three (3) hours' pay at the appropriate rate.

#### ARTICLE 14. HEALTH INSURANCE BENEFITS

14.1 The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as required by law for all employees who me the eligibly requirements outlined below.

Employees that the District determines are reasonably anticipated to work six hundred and thirty (630) hours during a school year qualify for SEBB coverage.

14.2 An employee on authorized leave may elect, provided the insurance policy so allows, to keep insurance coverage in effect prior to the leave.

14.3 Information on SEBB benefits and eligibility are available on the SEBB website at <u>www.hca.wa.gov/employee-retiree-benefits/school-employees</u>. Employees with questions regarding SEBB eligibility may contact the District payroll department.

14.4 In the event that there is a shutdown (full remote schooling), or partial shutdown related to a State of Emergency as declared by the governor or any other able authority, a reduction of work, due to the emergency, will be defined as a furlough and SEBB eligibility will be retained during the state of emergency.

#### ARTICLE 15. SEVERABILITY

15.1. Should any part thereof or any provisions 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 Parties shall meet within thirty (30) days for re-negotiation of such invalid provisions

#### ARTICLE 16. DURATION OF AGREEMENT

·. 4

**16.1.** THIS AGREEMENT shall be in effect from September 1, 2023, through August 31, 2026, and will automatically renew itself from year to year thereafter, unless either Party shall serve written notice at least sixty (60) days prior to the anniversary date of any year of a desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this  $\frac{22^{n-2}}{2}$  day of  $\underline{Auqust}$ , 2023.

**TEAMSTERS Union LOCAL NO. 252** 

SHELTON SCHOOL DISTRICT NO. 309

**BOARD OF DIRECTORS** 

ndy 4 decy well

Sandy Tarzwell, Director District #1

Mudsen

Karla Knudsen - Johnson, At-Large Position #1

Keri Davidson, At-Large Position #2 President

Martin BestLauren Gilmore, Director District #2

Mått Welander, Director District President – VICE

Wyeth Jesse, Superintendent

Brian Blaisdell, Secretary-Treasurer

Rob DeRosa, Senior Business Agent

#### MEMORANDUM OF UNDERSTANDING

#### between

#### Shelton School District and Teamsters Local Union No. 252

Shelton School District and Teamster's Local Union 252 mutually agree that success for all students in a 21<sup>st</sup> century competitive world is dependent on 21<sup>st</sup> century educational employees as defined below.

- ✓ Exemplifies professionalism at all times.
- ✓ Adheres to established policies, rules and standards of conduct.
- $\checkmark$  Goes above and beyond ready and willing to help when needed.
- Maintains a respectful and positive demeanor, exercising reasonable care and courtesy at all times with students, parents, and colleagues.
- ✓ Exhibits ongoing passion for student success.
- ✓ Is always mindful of instilling learning opportunities and experiences.
- ✓ Is focused at all times on the goal of high school graduation for all students.
- Truly believes and makes known to their students that they can and will be successful in whatever individualized pathway they take beyond graduation.