

AGREEMENT

By and Between

PORT ANGELES SCHOOL DISTRICT NO. 121

And



LOCAL UNION NO. 589
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective:
September 1, 2021 to August 31, 2023

PORT ANGELES SCHOOL DISTRICT NO. 121
Port Angeles, Washington

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PORT ANGELES SCHOOL DISTRICT NO. 121
Port Angeles, Washington

AGREEMENT
By and Between
TEAMSTERS LOCAL NO. 589

This agreement is made, by the Maintenance Personnel, hereafter referred to as Teamsters Local No. 589 and Port Angeles School District No. 121, hereafter referred to as the School District. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing for wages and or health benefits.

Affordable Care Act. The parties agree to bargain over the impact of any changes to this agreement necessitated by the Affordable Care Act.

ARTICLE 1 – BARGAINING AGENCY:

Section 1. The School District agrees to recognize Teamsters Local No. 589 as the bargaining agent for all regular employees usually employed as maintenance personnel engaged in the operation of the school buildings and grounds, bus servicemen, parts man, bus mechanics, shop help/swamper and head mechanic in regards to wages, hours and working conditions.

Section 2. The District may employ a seasonal employee between April 1 and September 30 of each year. Seasonal employees are not members of the bargaining unit. Seasonal employees shall not be employed if all classifications within Maintenance/Grounds listed in the Wage Table in Article 11, Section 8 are not filled. Full pension contributions will be made on any seasonal employee performing bargaining unit work.

Section 3. Temporary Employee: An employee who is assigned to a temporary position for a period not to exceed (90) calendar days during any school year. Temporary employees are not members of this bargaining unit.

Section 4. Substitute Employee: An employee who is assigned to substitute for a maintenance or mechanic position shall not exceed 3 months employment without mutual agreement of the Union and District. The substitute hourly rate of pay will be 15% less than the base rate for the maintenance or mechanic worker position identified on the wage table of this agreement.

Section 5. All regular, non-regular, part-time, temporary and seasonal employees shall be covered by new Article 10, Western Conference of Teamsters Pension Trust.

Section 6. The Employer will provide Teamsters a bargaining unit list transmitted electronically to a designated union representative by September 15th of each new school year. Included will be all

those working full or part time within the bargaining unit. The list should contain each bargaining unit employee's: name; classification/job title; work e-mail address; hourly rate of pay; and gross pay (to include but not limited to stipends, clothing allowance, and longevity pay). Should the CBA change or an employee leaves or is added to the bargaining unit, an updated copy of the list will be provided within two weeks of the change taking place.

ARTICLE 2 – UNION SECURITY:

Section 1. The District agrees to notify the Union within ten (10) working days when new employees are hired.

Section 2. Upon receipt by the District of signed authorizations from Union members, the District will deduct Union fees, dues, and assessments, as certified by the Union, from their pay and will transmit those amounts to the Union each month. The District may require thirty (30) days' notice to implement and discontinue deductions.

Section 3. The Union agrees to indemnify, defend and hold harmless the District (including its officers, directors, agents, and representatives) from all claims, demands, suits, penalties, or other forms of liability or on account or related to any payroll deductions pursuant to this article.

Section 4. Checkoff. The District shall deduct dues or service charges from the pay of any employee who authorizes such deduction in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Teamsters on a monthly basis.

Section 5. No employee shall be discharged or discriminated against, in any way, because of his/her membership in any labor organization.

ARTICLE 3 – HOURS OF WORK AND OVERTIME:

Section 1. Forty hours per week, five eight hour days, consecutive Monday through Friday, shall constitute a work week. Time worked over forty hours within one week or eight hours within one day shall be paid for at the rate of time and one-half. Sunday rate would be paid at double time. Overtime and Sunday work must have prior approval of the Business Manager or Maintenance Supervisor.

Section 2. The District may institute a four day, ten hour work schedule with the approval of the Union. The schedule shall consist of four consecutive ten hour days, Monday through Friday. Overtime shall be paid after ten hours in a day or forty hours in a week.

Section 3. Employees may accrue compensatory time in lieu of overtime. Compensatory time will be accrued at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Use of compensatory time shall be by mutual agreement of the employee and the Supervisor. Comp time must be used within the year it is was accumulated in January 1st through December 31st. Any Comp time accrued in December may be carried over to the following year.

Section 4. Work performed by an employee called back to work after completing a regular shift shall be paid at the rate of one and one-half (1 1/2) times the hourly rate for the number of overtime hours worked. The call back shall be for not less than two hours.

Section 5. Any schedules outside of the regularly established schedules shall be negotiated with the Union.

Section 6. The regularly established workday shall be between the hours of 6:00 a.m. and 4:30 p.m.

Section 7. All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employers time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employees shall be required to work more than three (3) consecutive hours, without the above rest period being provided, except when the employee and the supervisor agree that it is impractical.

Section 8. Nothing in this Agreement shall lower any present working conditions or standard of wages.

Section 9. No employee will be laid off or terminated due to the contracting or sub-contracting of bargaining unit work. In addition, employees shall not suffer a reduction in pay.

ARTICLE 4 – VACATIONS:

Section 1. Each full time employee shall receive twelve (12) working days vacation with pay during the first year of employment. The leave year is determined by the school year, September 1 to August 31. An additional day of vacation shall be added each year after the first year to a total of twenty-five (25) days vacation per year.

Section 2. Upon reaching retirement or disability retirement, an employee may retire before June 1st and receive the earned pro-rated share of his/her annual vacation pay.

Section 3. Unused vacation may be accumulated and up to thirty (30) vacation days may be carried over to the ensuing year. To the extent consistent with law and without causing the District any financial penalty or other legal constraint, unused vacation will be compensable upon termination of employment at the then-applicable salary rate to a maximum of thirty (30) days.

Section 4. Full-time employees hired during the school year (after September 1) shall have their first year's vacation pro-rated as follows:

- A. Days worked times hours regularly scheduled divided by full-time hours for a year = vacation percentage.
- B. Vacation percentage times allotment in hours = vacation hours.
- C. Vacation hours times hourly rate = vacation pay.

ARTICLE 5 – HOLIDAYS:

Section 1. The following days shall be considered holidays with pay, for all employees in proportion to hours worked regularly each day, provided the employee is in the employment of the District the day preceding the holiday.

- | | |
|--|--|
| 1. New Year's Day | 7. Labor Day |
| 2. Day before/after New Year's Day (District's discretion) | 8. Veterans' Day |
| 3. Martin Luther King Day | 9. Thanksgiving Day |
| 4. Presidents' Day | 10. Day after Thanksgiving |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Day before/after Christmas (District's discretion) |
| | 13. Juneteenth |

Section 2. If an employee works on the above days, he or she will be paid, in addition to holiday pay, time and one-half (1 1/2).

ARTICLE 6 – SICK LEAVE AND PERSONAL LEAVE:

Section 1. Sick leave shall be earned at the rate of one day for each month worked or on authorized paid leave for each regular full-time employee and each regular part-time employee. Regular part-time employees shall earn sick leave pro-rated on the annual hours worked divided by 1440 hours. Unused sick leave shall accumulate. It shall be the responsibility of each employee to obtain a physician's verification of illness for any absence of more than five consecutive days duration, when required by the School District.

Section 2. Sick leave will be granted for an employee's personal illness or injury. Sick leave will also be granted for illness/injury of children, parents, grandparents, step children, in-laws (brother, sister, mother, father) or other house hold members requiring care of employee.

Section 3. The District may require verification of illness at any time total absence exceed ten days in any one year.

Section 4. The District shall provide sick leave buy-back as required by law.

Section 5. The District will provide sick leave sharing in accordance with Board Policy #5406.

Section 6. Compassionate leave will be granted per occurrence for serious illness or death in the employee's immediate family. Immediate family for purposes of this section includes the following, whether related by blood or marriage, of a spouse, child, mother, father, sister, brother, and corresponding in-laws, grandparents, grandchildren, step relatives, niece, nephew or for other relatives who are living in the immediate household, up to three (3) days, plus an additional two (2) days at the District discretion. If an employee needs to go out of town, such leave shall not be subtracted from the sick leave accumulation.

Section 7. The District will allow time off, with pay for all full time employees to attend their child's scheduled Parent/Teacher Conference and to take their child to their first day of school, if requested in advance.

Section 8. When negotiations between the District and the Teamsters Union are conducted during a negotiation committee members normal work shift, the employee(s) shall suffer no loss of pay, provided that the negotiations are scheduled at a mutually agreeable time and that no more than three (3) employees (designated by the Union) shall be eligible for pay. The Shop Steward will also be paid for the purpose of handling grievances and representing members in disciplinary cases during regular working hours.

Section 9. Regular full-time employees will be granted two (2) personal days per contract year (September 1-August 31). Regular part-time employees working less than full time will receive pro-rated personal days. Use of personal days must be approved in advance by the employee's supervisor. Accrued, but unused personal days may be cashed no later than the August payroll, and may be carried over into the next contract year for a maximum of 4 days per year. Personal days will be paid at the employee current rate of pay.

ARTICLE 7 – PREPAID MEDICAL INSURANCE:

Section 1. The employer and the Union agree that the Teamster Dental coverage and Vision coverage, offered under the former Labor Agreement shall continue in effect from July 1, 2003, through the life of the agreement.

Section 2. The District will provide insurance premium payments toward premiums of approved district group insurance programs in accordance with the provision and options outlined herein. Annual enrollment for employee group of insurance programs shall be during the first thirty (30) days of the school year. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insurance company.

Section 3. For each full-time employee, an amount equal the state funded amount Per FTE, shall be contributed monthly to an approved benefits program. From the above amount, the employer shall first pay the total premium for the basic insurance plans of the Washington Teamsters Dental Plan B and Northwest Benefit Network Vision Plan. The total amount remaining after payment of the above listed plans shall be available to full-time employees and may be applied to the approved medical plans.

Section 4. Any monies left over after the Basic Benefit above are paid shall be used for the employee pool as required by law.

Section 5. Regularly employed part-time employees working more than half-time shall receive a pro-rated share of the amount funded by the state which shall be determined by a ratio of the hours employed divided by 1440 hours. Any such amount for half-time or more employees must first be applied towards the full payment of the dental service premium and vision premium.

Section 6. WA Paid Family and Medical Leave: Effective January 2019, the District will pay 37% of the monthly premium and the employee will pay the remaining 63% of the monthly premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.

ARTICLE 8 – SENIORITY – PROMOTION – PROBATION – LEAVE OF ABSENCE:

SENIORITY

Section 1. A seniority list will be provided to the Teamsters on or about October 1 of each school year, and the Union and its members will have until October 15 to review and make member corrections to the list.

PROMOTION

Section 2. Seniority, quality of service and ability to do work shall be equal factors for consideration in connection with promotions and/or exchange of jobs within a job description. Outside of a job description, vacancies will be filled by who the District determines is best qualified for the job.

PROBATION

Section 3. All new employees will be on a trainee and probationary basis for a period of twelve (12) calendar months. All employees in new position will be on probationary status pending on their evaluation process. If their work performance is satisfactory, they will be given full employment status.

Section 4. Termination of employment, except disciplinary cases, shall require thirty (30) days notice.

Section 5. The District may discharge or suspend without pay or give a written reprimand or an oral warning for just cause, but no employee shall be discharged or suspended without pay unless a written warning notice shall previously have been given to such employee of a complaint against them concerning their work or conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is so serious in nature as to justify discharge or suspension without pay without a written warning.

Section 6. Any employee may request an investigation of their discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to the District in writing within ten (10) days after the discharge, suspension, or warning notice and if not presented within such period the right of protest shall be waived. A copy of any such protest shall be given to the District or District's Association holding their power of attorney, if any, and shall be referred immediately to Article 9 of this Agreement.

Section 7. The District shall give to a discharged employee a written notice of termination and at the same time send a copy to the local Union.

UNPAID LEAVE OF ABSENCE

Section 8. After three years of service, a member may request an unpaid leave of absence. Employees on Leave of Absence will be so for a specified period of time not to exceed one year, unless a mutual agreement of the party's has been reached. A leave of absence will be considered for purposes including: training and/or education related to the positions identified in this contract unless mutually agreed upon by the District and Union. Additional leave may not be requested without three years of continued service following a year of leave.

The length of the request for an unpaid leave will be identified in the letter of request for leave. If the leave of absence is requested for a year the employee will notify the district sixty (60) days prior to return to work.

ARTICLE 9 – LAYOFFS AND RECALL:

Section 1. The term "Layoff" as used herein refers to action by the Board reducing the number of employees in the District by means other than disciplinary action.

Section 2. In the event of layoff, the District shall provide thirty (30) days written notice via certified mail, or hand delivered note, to all affected employees before layoff occurs.

Section 3. The Union shall be notified of any layoff at least thirty (30) calendar days before such layoff.

Section 4. Any layoff of employees shall be accomplished using seniority within classification categories: Maintenance, Mechanics, and Grounds.

Section 5. Laid off employees shall have the right to bump to an equal or lower paid position by seniority, within the department.

Section 6. The District shall maintain an active list of employees considered to be in "Laid Off" status. Employees shall remain on the list for a period of two years or until such time as the employee receives an offer of equal employment. In the event that an equal position is determined vacant within the same classification, laid off employees will be offered the position in teamster seniority order, prior to the position being refilled. After receiving notification of recall, the laid off employee will have two weeks to accept the position. For seniority purposes, the date of original hire within the classification shall remain the employees hire date.

Laid off and employees on Leave of Absence will be responsible for updating the Human Resources Supervisor with current contact information including phone number and address for notification purposes.

ARTICLE 10 – WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST:

Section 1. Effective October 1, 2021 based upon September 2021 hours the District shall contribute \$3.00 per compensable hour into the Western Conference of Teamsters Pension Trust Fund on account of every employee who performs the work of the bargaining unit for each hour for which compensation is paid. Said amounts to be computed monthly.

Section 2. 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 each 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 and 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.

Section 3. The District and the Union agree to be bound by the provisions of the Agreement and Declaration of Trust of the Western Conference of Teamsters Pension Trust Fund and agree that the Trustees of that Trust shall act as Trustees on their behalf.

Section 4. The rates of pay under Article 10, may, during the life of the agreement, be adjusted to reflect such additional wage diversion, to the Western Conference of Teamsters Pension Trust, as the majority of the covered employees may from time to time elect. In the event that the members elect an additional wage diversion, the employer and the Trust will be advised in writing and in a timely manner.

Section 5. For any probationary employees hired on or after July 1, 2021, the Employer shall pay an hourly contribution rate of \$0.10 during the probationary period, but in no case for a period longer than (ninety) 90 calendar days from an employee's initial 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.

ARTICLE 11 – SALARY SCHEDULE:

Section 1. Wages for the 2021 school year shall be increased by the State funded percentage and District Funded. The salary increase adjustment shall be implemented year by year and applied to the base wage plus Teamsters Trust.

Section 2. Implementation of the 2021 salary schedules shall not result in a decrease in wages. Employees subject to such shall be advanced to the salary step that result in a higher wage effective September 1, 2021. The employee shall remain at that step until such time years of service places them at a higher step.

Section 3. Employees who are assigned by the supervisor to perform the duties of the Supervisor for a period of one full day or more, the employee shall receive a three (\$3.00) dollars per hour increase in addition to their regular pay, for all time spent in the classification up to forty (40) hours. After forty

(40) consecutive hours the Employee shall receive a five (\$5.00) dollars per hour increase in addition to their regular pay.

Section 4. Employees assigned to a higher class rate for an entire holiday week shall receive the higher rate for the holiday.

Section 5. Mechanics whose shift begins after 12:00 p.m. shall receive seventy-five (\$.75) cents per hour shift differential pay.

Section 6. The District will provide five hundred seventy dollars (\$570.00) per year, per employee, for the purchase of work related clothing, safety shoes and /or boots. This amount will be included in the October payroll yearly. New hire employee's will get their allowance on their first payroll check. Retro for clothing allowance from September 1st. 2021.

Section 7. The District will provide up to \$5,000.00 per year for Mechanics, Maintenance, and Grounds employee training and professional development. These continuing education opportunities are available for activities that lead toward improvement, consistent with the goals of the District.

Section 8. Wage Table

Steps	Maintenance /Mechanic	Grounds Maintenance Lead	Maintenance/ Mechanic Lead	Grounds	Maintenance Seasonal
(The District also pays an additional Teamster Trust Mandatory Benefit of \$3.00)					
Base	\$ 24.11	\$ 26.91	\$ 26.91	\$ 24.11	\$ 18.54
Year 3	\$ 26.34	\$ 29.36	\$ 29.36	\$ 26.34	\$ 18.99
Year 5	\$ 28.54	\$ 31.79	\$ 31.79	\$ 28.54	\$ 19.59
Year 7	\$ 29.24	\$ 32.56	\$ 32.56	\$ 29.24	\$ 20.08
Year 10	\$ 30.20	\$ 33.59	\$ 33.59	\$ 30.20	\$ 20.74
Year 15	\$ 31.14	\$ 34.67	\$ 34.67	\$ 31.14	\$ 21.42
Year 20	\$ 32.14	\$ 35.75	\$ 35.75	\$ 32.14	\$ 22.13

2021 COLA= 2 % + 0% = 2 %

2022 COLA = 5.5% + 0% = 5.5%

With Retro pay starting on September 1st, 2022

Effective September 1, 2022, all current members will be moved to a September 1st anniversary date. Following September 1st, 2022, any employee hired after the month of February will receive an anniversary date of September 1st of the following year. No current employee will see a loss in pay or benefits because of this section. Current employees will never have their anniversary dates moved to later than their actual hire date. Anniversary dates will only apply to the calculation of salary and Longevity Pay and will not apply to seniority or any other benefit.

An annual retention stipend will be paid at the beginning of the employee's fifth (5th) year of employment in the amount of One-thousand dollars (\$1,000), which is payable on the employee's anniversary date. Retro pay will start on September 1st, 2021.

Substitute/Temporary will receive ten (10%) less than the Maintenance/Mechanic base rate.

Section 9. Western Conference of Teamsters Pension Trust - The rates of pay in Section 8 may be adjusted to reflect such additional wage diversion to the Western Conference of Teamsters Pension Trust as the majority of the covered employees may from time to time elect.

Section 10. For the purpose of this agreement, maintenance seasonal and maintenance substitute shall not exceed 3 months employment without mutual agreement of the Union and District. Further, not more than 4 seasonal employees shall be used annually.

Section 11. Any employee who is the AHERA designated person will be compensated with a stipend of \$75.00 per month.

Section 12. The renewal process of a CDL which involves a CDL physical, Port Angeles School District will reimburse the employee for the cost attributable to the CDL physical once annually from a certified DOT examiner after receipt.

ARTICLE 12. LONGEVITY

LONGEVITY PAY – All employees shall receive an additional pay increment beginning after the completion of four (4) years of continuous employment. This increment shall be equal to one percent (1%) of base pay for each five (5) years of continuous service completed, without a cap:

Total Years' Service	Additional Increment
5-9 years.....	1%
10-14 years.....	2%
15-19 years.....	3%
20 + years	4%

ARTICLE 13 RIGHTS OF EMPLOYEES:

Section 1. The District and the Association agree to comply with Federal and State non-discrimination laws.

Section 2. The District shall maintain one personnel file for each employee. This shall not prevent the supervisor from maintaining a working file. An employee may review the working file upon reasonable request. Employees will receive a copy of any derogatory material entered in the file and will sign the copy indicating they have seen/received notification that the material is a part of the personnel file Employees may respond in writing (responses will not exceed one page) to any material

placed in the personnel folder. Any such response shall be attached to the original material. An employee may request the removal of derogatory material after such material has been in the personnel folder for three (3) years, but the District reserves the right to deny such requests. If the District does not remove such material, the employee may attach comments to such material. The employee may inspect the file with a representative of the District and, if the employee wishes, the Association. The employee may make an inventory of the file and have it signed and dated by a representative of the District and may have copies made of any contents of the files. Cost of reproduction will be borne by the employee. Any materials in a personnel file used to discipline an employee under the "sufficient cause" section of this Agreement shall be removed from the file if it is so ordered by the arbitrator in an arbitration which contests such disciplinary action.

The personnel folder will have a log attached to the cover which will be signed and dated by anyone who accesses the file with the exception of changes that are considered routine in nature and do not relate to discipline or employee performance.

Section 3. Employees subject to this Agreement have the right, upon employee request, to have Association representatives present at discussions between themselves and supervisors or other representatives of the District at investigatory interviews at which the employee is questioned regarding circumstances which may reasonably result in discipline and as hereinafter provided.

Section 4. A locker or secured area shall be provided in buildings where more than one employee of the bargaining group is working at the same time, provided that the District shall supply and control locks for such secured areas.

ARTICLE 14 – GRIEVANCES:

Section 1. Provisions. A grievance is an alleged violation of terms and/or provisions of this Agreement. A grievant shall mean an individual, a group of individuals and/or Union. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with appropriate member of the administration. Unless mutually waived by the parties, time lines must be observed by the parties.

Section 2. Procedure for Processing Grievances

Immediate Supervisor Step 1. The grievant and the Union representative or the Union representative alone shall orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within ten (10) calendar days from the time the grievant should reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated and the remedy (specified relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Union representative and the Superintendent.

The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the specific reasons upon which the decision was based, within ten (10) calendar days of receiving the grievance and shall concurrently send a copy of the grievance, of his/her decision to the grievant(s), Union representative and the Superintendent.

Superintendent Step 2. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or his/her designated representative, within ten (10) calendar days of receipt of the decision rendered in Step 1. The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant (s) and/or Union representative and such meeting shall be scheduled within ten (10) calendar days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or his/her designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant (s), Union representative and immediate supervisor within ten (10) calendar days from the conclusion of the meeting.

Arbitration Step 3. If no satisfactory settlement is reached at Step 2, the Union within fifteen (15) calendar days of the receipt of the Step 2 decision may appeal the final decision of the District to the PERC for arbitration under voluntary rules. Any grievance arising out of an alleged violation of this Agreement may be submitted to arbitration.

The Arbitrator shall hold a hearing within twenty (20) calendar days of his/her appointment. Ten (10) calendar days notice shall be given to both parties of the time and place of the hearing. The Arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or if revised by both parties, twenty (20) days after the completion of the hearing.

The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding upon the District, the Union and the grievant(s). The Arbitrator will issue his/her decision within twenty (20) days of the conclusion of the Arbitration or the date final written briefs have been submitted, should the parties stipulate to the provision of briefs.

Jurisdiction of Arbitrator. The Arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

Contract Construction. This Agreement shall be constructed such that no contractual rights are intended that would impact any of the following.

1. Any evaluation judgment, determination of qualifications of an applicant or employee.

2. The termination of services of any probationary employee.
3. Any decision or course of conduct for which there is another administrative remedial procedure, such as PERC or HRC, established by law.

Time Limits. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall permit the Union to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant(s) within the time limits of that step shall be deemed resolved by the District's answer at the previous step.

ARTICLE 15. DRIVE PROGRAM

The company shall deduct and transmit to D.R.I.V.E. IBT 25 Louisiana Avenue, N.W., Washington, D.C. 2001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contribution(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the Company's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the Company.

The Company shall remit the D.R.I.V.E. at the address above (1) check covering all deductions made in the prior month no later than the fourteenth (14th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the company have been satisfied.

An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E. and the Company's payroll department. Such notices received by the Company's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month.

Form "A"

COMPLAINT BY THE AGGRIEVED.

Type or Print:

Aggrieved Person: _____

Date of Formal Presentation: _____

Home Address of Aggrieved Person: _____

Phone: _____

(Street) _____

(City) _____ (State) _____ (Zip Code) _____

School Building: _____

Supervisor: _____

Years in School District: _____

Signature of Association Representative: _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Distribution of Form:

-Supervisor

-Union

-Grievant

Signature of Aggrieved

Form "B"

DECISION OF THE SUPERVISOR:

(To be completed by School Principal or Supervisor within ten (10) calendar days after hearing the grievance.)

Type or Print:

Aggrieved
Person: _____

Date of Formal
Presentation: _____

School Building: _____

Supervisor: _____

DECISION OF THE SUPERVISOR AND REASONS THEREOF:

Date of
Decision: _____

Signature of Supervisor

AGGRIEVED PERSON'S RESPONSES:

_____ I accept the above decision.

_____ I hereby refer the above decision
to the Superintendent for review.

Date of
Response: _____

Signature of Aggrieved

Distribution of Form
-Supervisor

Form "C"

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent or appointed hearing officer within ten (10) calendar days after hearing the grievance.)

Type or Print:

Aggrieved Person: _____

Date of Formal Presentation: _____

Date of Appeal Received by Superintendent: _____

Date of Hearing Held by Superintendent: _____

DECISION OF SUPERINTENDENT AND REASONS THERE OF:

Date of Decision: _____

Signature of Superintendent

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision by the Superintendent.

_____ I hereby submit this Grievance to arbitration.

Date of Response: _____

Signature of Aggrieved

Distribution of Forms:

- Union
- Grievant

ARTICLE 16 – DURATION OF CONTRACT:

Section 1. This agreement shall remain in full force and effective from September 1, 2021 through August 31, 2023. Opening of the agreement shall be upon written notice, by either party, sixty (60) days prior to August 31, 2023.

Section 2. Adopted by the School Board of Directors and recorded in the minutes of the School District as of this date.



Superintendent

Martin Brewer

Date

12/6/22



Secretary Treasurer
Teamsters Local 589
Robert Driskell

Date

12/6/2022