

AGREEMENT

Between

FRANKLIN PIERCE SCHOOL DISTRICT NO. 402

And

TEAMSTERS UNION LOCAL 313

**Term: September 1, 2012 - August 31, 2016
(Extended to August 31, 2019 per MOU)**

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TEAMSTERS LOCAL #313

AND

FRANKLIN PIERCE SCHOOL DISTRICT #402

AGREEMENT

THIS AGREEMENT, except as noted with regard to scale of wages, shall be in force and effect on and after September 1, 2012, as between Franklin Pierce School District #402, hereinafter referred to as "District", and Teamster Local Union 313, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union"; and shall continue in effect through August 31, 2016. This contract may be reopened and modified at any time during its term, upon mutual consent of the parties in writing, to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices and public employment.

SECTION 1 - RECOGNITION AND UNION SECURITY

The Franklin Pierce School District No. 402 recognizes Teamsters Local Union 313, affiliated with the International Brotherhood of Teamsters as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all employees in the Transportation Department except the Transportation Supervisor, Secretaries, and the Transportation Coordinator. The bargaining representative shall be required to represent all the public employees within the unit without regard to membership in said bargaining unit.

The District agrees to deduct monthly dues uniformly required in the bargaining unit for all employees who voluntarily execute a wage assignment authorization form, in accordance with and subject to the limitations of RCW 41.56.110 and .122.

Substitutes shall only be covered by the specific Sections of this Agreement dealing with Substitutes.

This Agreement shall also cover any work during summer recess. Drivers will have the opportunity to sign up for summer work, and those who sign up will be awarded such work based on seniority.

It is agreed by the Union and the District that all Bargaining Unit members are entitled to Union representation. In that spirit it is agreed that any employee who is required to attend a meeting that the employee or the Employer reasonably believes may lead to disciplinary action shall have the right to be accompanied by a Union representative.

SECTION 2 - RIGHTS OF THE EMPLOYER

2.1 It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management. Management shall have exclusive right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons.

The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

2.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and employees and to the obligations imposed by this Agreement.

2.3 The District will comply with applicable laws relating to subcontracting. (RCW 28A.400.285) This will not apply to Section 6.6.3.

SECTION 3 - PROBATIONARY PERIOD

3.1 A new employee shall serve a probationary period during which time he/she shall have no seniority rights.

3.2 Upon successful completion of probationary period, the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.

3.3 The probationary period shall be limited to sixty (60) working days. During that period, an employee may be terminated at will. If not terminated by the end of the probationary period, an employee shall be made permanent, and may be terminated only for cause as set forth in Section 12.1. The probationary period may be extended by mutual agreement between the Union and Transportation Supervisor. Any such extension must be in writing.

3.4 The sixty (60) working day probationary period begins on the date of hire as affirmed by the Franklin Pierce School District Board.

3.5 Casual or relief drivers will be hired on the basis of suitability and availability. Seniority begins on the date employed by the School Board.

SECTION 4 - SENIORITY

4.1 Merit and ability being equal, length of service shall govern in layoffs for all employees after sixty (60) working days of service.

4.2 Seniority shall be broken by justifiable discharge, voluntary terminating, or more than one (1) year layoff, or leave of absence. However, a leave of absence for one (1) year because of illness or injury or two (2) years because of a work related injury or illness (as defined in state worker compensations laws) shall not cause seniority to be broken. In the event of a layoff, the last person hired shall be the first laid off, and the last person laid off shall be the first rehired. A current list of employees arranged in order of seniority shall be posted in the break room at all times for the examination of all employees. Seniority is recognized as a means for selection of regular runs and an orderly process for reducing the work force when necessary.

4.3 If more than one bargaining unit member has the same seniority date, seniority will be determined by the date the individual was first employed as a relief driver. If that is the same date, then seniority will be determined by a process set up by the Transportation Supervisor and the Business Agent.

SECTION 5 - DISCRIMINATION

5.1 The Union and the District agree there shall be no unlawful discrimination due to race, religion, sex, color, age, sexual orientation or national origin. Employees shall, in addition to any relief available under this Agreement, be entitled to pursue any other relief available by law or District policy.

5.2 No public employer or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate

representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under law.

SECTION 6 - WORKING HOURS, ASSIGNMENTS AND OVERTIME

Special Education runs will be evaluated by the Transportation Supervisor and the Special Services Director to consider if an assistant is needed on any routes. Drivers on Special Education runs may request an assistant and may provide input into the determination of whether an assistant is needed.

In any meeting between a transportation employee and parents, the Transportation Supervisor, coordinator, or other appropriate designee will accompany the employee upon request of the employee. If during the meeting a parent becomes verbally abusive or inappropriate, the employee shall be excused from the meeting upon request and the issue shall be handled in a way that does not involve future meetings between the parent(s) and the driver. A driver's decision to end his or her participation in such a meeting shall not form the basis for any disciplinary action.

6.1 At the start of each school year, bus driver working hours and shifts will be established by the employer and shall be assigned to employees according to seniority. The District will make available to the bus drivers, at least one (1) week before the August bid, a "bid packet" that describes each route as known at the time it was prepared. On bid day the District will make available to the drivers any corrections made to the original "bid packet" and allow drivers sufficient time without distractions to review these changes before being required to bid. Additional route time available due to changes after the bid will be assigned by seniority according to equipment availability and route efficiency. Route design and efficiency will be determined by the District. Reasons for assignment, other than seniority, shall be made in writing with copies to the employees affected and the Union Business Agent. Grievance procedure shall be followed for unresolved differences. All employees will be paid overtime (time and one-half) when they work over forty (40) hours per week. Normal working hours for each employee will be posted.

6.1.1 A signup sheet shall be posted for all extra work that is not assigned by the Transportation Supervisor to an existing route, including but not necessarily limited to extra trips and middays.

After the initial fall assignments routes will be re-bid in November of each year under the following criteria and procedures:

1. The criteria for re-bidding/bumping are agreed as below:

- a. Re-bidding is based on seniority.
 - b. Re-bidding by a driver cannot put the driver into an overtime status.
 - c. Routes will be subject to re-bidding even if the route involves temporary time (ie, McKinney-Vento time).
2. On the second Monday of November, the Transportation Supervisor will post for one week a list of original routes and times along with the current routes and times (bidding sheet) and the current seniority list. Drivers are responsible for reviewing carefully, understanding, and asking any questions they may have about the bid sheets and the pros and cons of bidding on various routes. Drivers should bid with the understanding that routes carrying a very small number of students (e.g. McKinney-Vento and some special education routes) are at an increased risk for being reduced or eliminated during the school year.
 3. By noon on the next Friday, union members will verify that their posted times are accurate.
 4. The re-bidding process will begin on the following Monday and be completed by noon on the next Wednesday. The process will be as follows:
 - a. By seniority, the driver will indicate his/her interest in re-bidding for a route by signing the posted bidding sheet. The driver shall sign-off on the posted seniority list when his/her turn is up.
 - b. If a senior driver is not interested in re-bidding, s/he will just initial the seniority list, indicating his/her turn is up.
 - c. The process will continue by seniority until all drivers have a route.
 5. On the next Thursday, the Transportation Supervisor will review the bidding sheet for possible errors.
 6. In the event that errors are discovered, the Transportation Supervisor will work to correct errors and the shop steward will be notified.
 7. On the next Friday, the Transportation Supervisor will notify drivers, Payroll and Human Resources of changes.
 8. Drivers will begin driving their new routes on the next Monday.

6.1.2 - Call Back. Transportation mechanics called back for emergency service shall receive no less than two (2) hours pay per call back at time and one-half their base hourly rate and all additional time worked, including travel time. In addition, Transportation mechanics who troubleshoot issues over the phone shall be paid for all time worked at their regular hourly rate, or at the overtime rate if

applicable. Bus drivers called back shall receive time of the run or two hours, whichever is greater.

6.2 On extended trips, the bus driver will receive eight (8) hours pay out of twenty-four (24) or actual driving time, if it exceeds eight hours. Drivers required to perform work other than driving during extended trips shall be compensated for such time as required by law.

6.2.1 Transportation Department employees shall be entitled to daily meal and rest breaks as required by law.

6.3 A minimum of one and one-half (1.5) hours will be allowed for all regularly scheduled school program middle of the day routes; i.e., Kindergarten, Head Start, Pre-School. Any regularly scheduled school program not attached to an existing route shall be posted for bid. Additionally, any bid time will be paid all bid hours in cases of temporary (a week or less) down time due to failure of District equipment. The sole exception to the above will be temporary down time due to inclement weather.

All separately posted and bid activity routes will be paid a minimum of one (1) hour; provided, that this one-hour minimum shall not apply to activity runs that are attached to a regular route unless the driver is required to clock out between the regular route and the activity route. All activity routes shall have a current route sheet that can be used by either a regular driver or a relief driver.

If an activity or midday route posted under this Section 6.3 is awarded to a substitute driver, that driver will be considered a regular driver subject to the two-hour daily minimum set forth in Section 6.5.2 for each regularly scheduled work day. These drivers will be considered senior to substitute drivers and be the first considered for additional work, up to forty (40) hours, above substitute drivers. If returned to the sub pool such drivers will be given preference over other substitutes for the next permanent opening(s). Oiler, bus wash and seat repair work will not be bundled with an activity route for purposes of posting.

6.4 Drivers shall be paid for all layover time of fifteen (15) minutes or less between regularly scheduled shifts.

6.5 Bus drivers will be paid for a minimum of four (4) hours of paid time per day which includes thirty (30) minutes at the Transportation Department per day for starting, servicing, cleaning bus, and District-mandated pre and post trip inspections or other Transportation Department duties as assigned by the Transportation Supervisor. Issues with pre and post trip time will be addressed individually with the Transportation Supervisor. Anytime a driver uses a bus they

will be allowed a minimum of ten (10) minutes for a pre-trip inspection and five (5) minutes for a post-trip inspection.

If a regular or substitute driver is required by the District to fuel and/or clean a bus at the end of the route, beyond the time already calculated into a route, the driver will be paid for the actual time required to fuel and/or clean the bus.

6.5.1 The District is allowed to hire bus drivers to be paid a minimum of two (2) hours of paid time per day which includes fifteen (15) minutes at the Transportation Department per day for the starting, inspecting, servicing and cleaning of buses or other Transportation Department duties as assigned by the Transportation Supervisor. Two (2) hour drivers shall not be used to replace four (4) hour drivers unless there are no four (4) hour drivers available. If additional regular time is assigned to these two (2) hour drivers their FTE will be based on their total regular hours worked in the current month. That time will be their FTE for the following month and will be adjusted monthly thereafter.

6.5.2 Drivers will sign in and out the actual time they work, and not the time that they bid. Adjustments to their actual time must be approved by transportation management. This section shall not be construed to conflict with the minimums set forth in Section 6.5 and 6.5.1 above.

6.6 Extra Trips. All trips other than regular daily shifts shall be designated extra trips.

6.6.1 No regular AM run may be given up to take an extra trip. Extra trips will be assigned by seniority to the regular driver that can take the trip without placing them in overtime pay status. If no regular drivers are available because they are already working or are ineligible under this section, relief drivers may be assigned extra trips.

A bus driver may give up his/her wash bay, seat repair, midday route and/or PM route on a day to take an extra trip on that day under the following guidelines:

1. The extra trip must increase the driver's time by at least 1 hour.
2. The extra trip will not put the driver into overtime status for the week (> 40 hrs/week), with the exception that if the trip would put a relief driver into overtime status the trip will then be awarded to the driver who will incur the fewest number of hours of overtime.
3. Seniority will be the primary consideration in assigning extra trips.

4. If the trip cancels prior to the beginning of the regular work that the driver had sought to give up, the driver will work his or her regular schedule and the sub will be released or reassigned. Cancellation hours (section 6.6.4 of the collective bargaining agreement) will not be applicable under these circumstances.

5. If the trip is cancelled after the beginning of the regular work that the driver had sought to give up, the driver will report to Transportation base for reassignment. If no work is available, cancellation hours (section 6.6.4 of the collective bargaining agreement) will be applicable.

6. In the event of a substitute shortage, the Supervisor will have the discretion to reassign the driver back to his/her regularly scheduled work or attach the extra trip to a regular work schedule. Cancellation hours (section 6.6.4 of the collective bargaining agreement) will not be applicable under these circumstances. A substitute who declines regular work that is offered in order to allow a regular driver to take an extra trip shall go to the bottom of the substitute roster for purposes of that extra trip.

7. Trips may be turned back for emergencies or illness reasons only. Extra trips are deemed extra time and are not eligible for paid sick leave. In the case of illness, employees may use accrued sick leave for the amount of their regular work schedule.

8. If an extra trip is changed by one-half hour or more after the extra trip has been awarded, that trip shall be re-posted for bid and assigned by seniority. If such change occurs less than two (2) hours before the start time for the trip, the District will make a good faith effort to determine the most senior regular driver available, eligible, and willing to take the trip. Such efforts may include, but are not necessarily limited to, "all-calls" or telephone calls to employees. If a new trip arises with one (1) or fewer hours' notice, the trip may be re-assigned at the discretion of the supervisor; provided, that if time permits the supervisor will first look to the next most senior employee available to take the trip.

If a trip has been turned back, the supervisor will first look to the employees who signed up for the trip in applying the above procedures.

9. Field Trip procedures (section 6.6.2 of the collective bargaining agreement) regarding refusals will be followed if a driver turns the extra trip back in.

10. Any grievance regarding this section is waived if not brought to the attention of the District prior to the date of the trip.

11. Wash bay and seat repair may be given up to take an extra trip by advance arrangement only if the District is able to acquire a replacement to do the work.

12. If a trip is originally awarded as a single trip but must be split to meet the needs of the district, and if the driver to whom the trip was originally awarded retains only the return portion of the trip, that driver shall not be required to clock out during any wait time between the end of the driver's last run and the return portion of the extra trip.

13. A list of assigned extra trips for the week, including charters, will be posted on Monday or the first working day of the week.

6.6.2 Rejection of more than three (3) extra trips in any one (1) semester shall result in said driver losing the right to extra trip assignments for the remainder of the semester. Emergencies or medical/dental appointments shall not be considered rejections, if advance notice is given to the Transportation Supervisor when possible.

6.6.3 Charter buses will not be used where regular or relief drivers, regardless of whether they would incur overtime, could take the runs at less cost to the District. In determining costs, the District shall use the Step 04 hourly wage rate plus 15% (for employee benefit costs) and for overtime hours, time and one-half of that wage rate plus 15% (employee benefits), plus the District's established mileage cost for bus use, and the reasonable anticipated costs for driver meals and lodging. If incurring overtime costs would result in less cost for the District than using a charter bus, the District shall assign the trip by seniority to the regular driver that can take the run with the least amount of overtime; provided, however, nothing in this section shall require the District to pay drivers if a charter is used because there are no drivers or equipment available.

If at the time a trip arises the District believes it will need to be assigned to a charter company, the District will post the trip with a statement that it is expected to be awarded to a charter and why.

6.6.4 If an extra trip is canceled without a minimum of sixty (60) minutes notice to the regular or substitute driver or call to his/her residence, the driver will receive two hours pay or the time of the run, whichever is less.

6.7 Any District owned vehicle transporting more than eight (8) students will be driven only by members of the bargaining unit.

6.8 The District shall use the following procedures for assigning regular routes and replacement of drivers on leave of absence or sick leave that is expected to last longer than forty-five (45) calendar days. The expected length of absence for health-related leaves of absence shall be determined by the employee's leave request and doctor's verification, if available.

6.8.1 Routes open for new or temporary placement shall be bid for three (3) work days. The bidding process will be handled through a bid sheet posted at the Transportation Department. There will be a limit of five subsequent postings resulting from the original posting.

The Transportation Department will provide notice of an open route to a driver who is off work due to an extended leave by placing one telephone call to the driver's home residence. The Transportation Department will also place a copy of the bid sheet in the box(s) of the designated shop steward(s).

6.8.2 Routes open for temporary placement that are four (4) hours or less, shall be available for bidding by relief drivers and two-hour drivers only, except the District may hire from outside, if no qualified relief drivers are available.

6.8.3 When the driver is able to return from the leave of absence or sick leave, the District shall have ten (10) working days notice. All drivers who changed assignments due to the absence of the person, shall return to the same position they held at the time of the new assignment. The least senior driver shall return to relief driver status, but will be given preference for new positions. If during the leave the temporary replacement driver bid on and was awarded additional work, the regular driver, upon return, may release that additional work for rebid by other drivers.

6.9 Bargaining unit employees who work less than 260 days per year will accumulate one (1) day of sick leave for July and/or one (1) day of sick leave for August if s/he works a minimum of eleven (11) working days in the month performing such responsibilities. For the purposes of this section, a work day is defined as a complete day of assigned work, either worked time or paid leave time. Such employees are not authorized to utilize sick leave during the time after school concludes in June and before school begins in the fall.

Under the following conditions, an employee who drives students for summer school or extended school year will be paid for the Independence Day holiday:

1. The extended school year program or summer school program for which the employee drives begins before July 4 and continues after July 4
2. The employee drives his/her last regularly scheduled summer school or extended school year shift preceding the holiday and the first scheduled summer school or extended school year shift succeeding the holiday.

6.10 When early release days that are not scheduled on the District calendar occur, drivers shall not suffer a loss in their regularly scheduled hours; those who are driving on such days will receive no less than the same number of hours they

would have received had there been no early dismissal and those using sick leave or personal leave for the day will have their full FTE hours deducted from their leave.

6.11 Bargaining unit members and substitutes will be paid double time when they work on a holiday with a minimum guarantee of two hours.

6.12 Mechanics will not be used as drivers except when no regular or relief drivers are available.

6.13 A seniority list of substitute drivers will be posted in the same location as regular drivers. Substitute drivers will be offered routes or extra trips by seniority from this list. A refusal of three (3) routes or trips will result in the sub driver being placed at the bottom of the sub list for the remainder of the semester. This 6.13 will not be construed to conflict with 6.8.3 above. Nothing herein shall be construed to give any substitute a right to continued employment with the District.

6.14 Any driver that bids a route that involves delivery of student(s) to a school or school district with a different holiday/break schedule than FPSD, shall work the same schedule as FPSD and their "out of district" work will be put up for bid and awarded to the most senior driver.

6.15 When the District has testing, conferences, or other circumstances that require a second morning run for a particular school, the District may assign the second run to the same driver or put the second run up for bid based on seniority, provided that the driver of the first run does not suffer a loss in regular daily pay.

SECTION 7 - HOLIDAYS

7.1 All employees shall receive the following paid holidays that fall within their work year:

New Years Day	**	Labor Day
Presidents Day		Veterans Day
Martin Luther King Jr's Birthday		Thanksgiving Day
* Friday of Spring Vacation		Day after Thanksgiving
Memorial Day	*	Christmas Eve
Independence Day		Christmas Day

* 12-month employees only

** Any employee who performs work between August 15 and the Labor Day holiday shall be eligible for the Labor Day holiday.

7.2 If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the following Monday.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both his/her last scheduled shift preceding the holiday and first scheduled shift succeeding the holiday and is not on leave of absence, shall be eligible for pay for such unworked holiday. Drivers qualify for holiday pay if they worked their last regularly scheduled run (e.g. the afternoon run) on the workday prior to the holiday and the first regularly scheduled run (e.g. morning run) on the workday following the holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the employee's absence previous to such holiday by reason of illness has not been longer than thirty (30) days.

For purposes of this section an employee will be considered to have worked both his/her last scheduled shift preceding the holiday and first scheduled shift succeeding the holiday if there is no school due to closure for snow days or other acts of God.

SECTION 8 - VACATIONS

8.1 260 day employees (mechanics, lead mechanics, assistant mechanics, and service technician):

8.1.1 Vacation hours for 260 day bargaining unit members shall be based on completed years of continuous service as detailed in the following schedule:

Completed Years of Service	Days of Vacation
1.....	10
5.....	15
11.....	20
20.....	22
25.....	23

8.1.2 Vacations shall be scheduled at the request of the employee, unless such vacation time would disrupt the normal activities of the District. Employees may request consideration to carry-over up to one week of vacation into the next school year. If an employee is not provided the opportunity to use accrued vacation beyond the one week carried over, that additional accrued vacation shall be paid out at the current rate of pay on the January pay warrant.

8.1.3 All vacation must be earned before it is taken.

8.2 Employees hired into a regular or temporary position before June 30, 2007, and working less than 260 days shall be paid vacation on a prorated basis of eight (8) days in June of each year, or upon termination. No vacation time shall be taken during the regular work year. At the employee's option, s/he may be paid for up to three (3) of the total days, if earned, in his/her January pay warrant. The calculations of hours for the days will be based upon the employee's workday as of December 1. If an employee chooses this option, s/he must complete the form provided and the Payroll Department must receive the form no later than January 1 at 4:00 p.m. Employees choosing this option understand that the maximum number of days they may earn for the year is eight (8) and that total is based upon employment for the entire work year. The days are prorated for those who work less than the full year. It is the intent of the District that those regular or temporary bus drivers employed as of June 30, 2007, will continue to receive eight (8) days of vacation as outlined above for the life of their employment as a Franklin Pierce School District bus driver.

SECTION 9 - BEREAVEMENT LEAVE

9.1 Regular employees shall be allowed a maximum of five (5) working days leave with pay to attend the funeral or make arrangements for the funeral of a member of the employee's immediate family. Immediate family is defined as: parent, step-parent, spouse, child, step-child, sibling, grandparents, grandchild, mother-in-law, father-in-law. One day shall be allowed to attend the funeral of another relative or close personal friend.

When extended travel is necessary to attend a funeral outside of Washington, the employee may submit a written request to the Transportation Supervisor asking for permission to take the days needed without pay (may use accrued personal leave) for the purpose of traveling to/from the funeral. It is at the Transportation Supervisor's discretion whether to grant the request.

9.1.1 The Union acknowledges that bereavement leave is for the purpose of attending funerals and to make arrangements for such. The Union acknowledges that the District has the right to require employees to submit written proof of the death, funeral arrangements, and other pertinent information to ensure that this is not abused.

SECTION 10 - SICK LEAVE, EMERGENCY LEAVE

10.1 Each employee shall accumulate one (1) day of sick leave for each calendar month worked. A calendar month has been worked if an employee has completed

eleven (11) work days (time worked or paid leave) in the calendar month. For the purposes of this section, a work day is defined as a complete day of assigned work, either worked time or paid leave time. (For example, a driver who works an am, midday and pm route works a day only if s/he completes his/her am, midday and pm route.)

An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift. A doctor's certificate of disability is needed for illnesses lasting more than five (5) consecutive working days. The District may also request a doctor's certificate for illness, regardless of the length of absence from work, if the District has a reasonable suspicion that sick leave is being used inappropriately, and if the request for the certificate of disability is made at the time the employee requests sick leave. Nothing herein shall be construed to limit the District's right to request documentation for purposes of determining FMLA eligibility, to investigate suspicious use of leave through means other than by requesting a doctor's certification, or to require a doctor's certificate as a condition of granting leave without pay for employees who have exhausted sick leave.

10.1.1 The District will comply with all the provisions of the Family and Medical Leave Act of 1993. Consistent with state law, an employee may also use his/her sick leave to care for: (a) his/her child with a health condition that requires treatment or supervision; or (b) his/her spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Regular employees shall be allowed to use a maximum of five (5) days of sick leave per year when absence from work is required because of serious illness of a member of the immediate family (sibling, grandchild or a domestic partner who is documented through an Affidavit of Domestic Partnership on file in payroll) where the immediate family member is hospitalized, critically ill, expected terminally ill, or where a medical doctor certifies that the employee's presence is required. A medical note documenting the illness of a family member may be required by the District at any time. Notwithstanding the five-day limitation set forth above, an employee whose leave qualifies under FMLA shall not go into unpaid leave status until all paid leave has been used.

10.1.2 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full days monetary compensation for four (4) accumulated sick leave days. At the employees option, he or she may cash out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave has been accrued and each January thereafter at a rate equal to one (1) days monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave

accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

10.2 At the time of separation from the 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 current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury up to a maximum accrual of 180 days. For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S.) or STATE EMPLOYEES RETIREMENT SYSTEM (SERS).

SECTION 11 - LEAVES OF ABSENCE

11.1 General Leave of Absence. An employee may apply for a general leave of absence after any three years of continuous employment, from the school District through the appropriate administrator. General leave of absence shall be granted at the discretion of the school District, with the approval of the Union, for a period no longer than one year.

11.2 Leave of Absence for Training Duty. Employees of the school District shall be granted a leave of absence with pay if called for active reserve military or national guard training as distinguished from active duty service for a set or extended term. To receive this pay, the employee must present a copy of his/her written orders to Human Resources. The leave with pay shall be the first fifteen days of duty, and any time needed in addition to this shall be accounted for as vacation time (260 day employees only) or leave without pay. This leave shall be approved by the administrator in advance of the leave of absence.

SECTION 12 - JURY DUTY

Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a witness in a judicial or administrative tribunal, the District shall grant to such employee a leave of absence for each day he shall be required to serve in such capacity. The employee shall notify the District of the fact that he has been called for such service immediately after he has been apprised. The employee shall present his or her supervisor with written evidence that he or she has been called for such duty. The period of time the employee is on leave of absence for such service shall be considered in all respect as time spent in the normal employ of the District. Employees may retain daily juror stipends that are defined by state law as "reimbursement," provided, if jurors ever receive any salary or compensation for jury service, or if the state auditor subsequently

determines that jury stipends must be repaid, the District shall have the right to collect them.

SECTION 13 – PERSONAL LEAVE

Two (2) days of personal leave, (non-accumulative), shall be granted at the discretion of the employee. Personal leave cannot be taken during the first or last week of the school year and cannot be used to extend a holiday. The employee shall provide at least one (1) days' advanced notice before taking this leave. No more than two (2) drivers and one (1) shop employee shall be granted personal leave on the same day.

Beginning with the 2007-2008 school year, a bargaining unit member who has been an employee of Franklin Pierce School District in a regular position (includes temporary positions, does not include substitute positions) for at least 20 years as of September 1 is eligible for one (1) additional personal leave day under the conditions described above.

Personal days may be used at a minimum in one (1) hour increments and thereafter in 15 minute increments. Personal Leave must be used prior to leave without pay.

SECTION 14 - DISCHARGE OR TERMINATION

14.1 The employer may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall have been previously given to such employee of a complaint against him/her concerning his/her work conduct, except that no such prior warning shall be necessary, if the cause for discharge or suspension is a more serious concern, including, for example, the following conduct:

1. dishonesty, (including, but not limited to, theft, falsification of records, including time records);
2. drinking related to his/her employment, the use or possession of unlawful controlled substances or otherwise violating District Policy and Regulation relating to alcohol and drugs (provided that such discipline or discharge shall not violate valid federal regulations governing drug testing of drivers);
3. recklessness or disorderly conduct (including, but not limited to, destruction and damage of District property or the property of other employees);
4. non-compliance with Federal or State regulations or Franklin Pierce School District procedures, regulations and policies.

The above is not intended to be an exhaustive list.

A copy of such warning notice shall be mailed or faxed to the Union at the time it is given to the employee.

Any disciplinary notice shall clearly indicate the nature of the discipline being imposed (e.g., “verbal warning,” “written warning,” or “suspension”).

14.2 An employee may request an investigation of his/her discharge or suspension or any warning notice. Any such protest shall be presented to the District in writing within ten (10) working days after the receipt of notice by the employee of the discharge, suspension or warning notice; and if not presented within such period, the right of protest shall be waived.

14.3 An employee on justifiable suspension is severed from the payroll and receives no benefits for the period of suspension.

14.4 Any employee terminating voluntarily shall give two weeks written notice when possible.

14.5 Within five (5) working days after expiration of accumulated sick leave, an employee must apply for a leave of absence, or terminate, or the District will fill the position.

SECTION 15 - GRIEVANCES AND ARBITRATION

15.1 If an employee believes that there has been a violation of a specific provision(s) of this collective bargaining Agreement, the employee shall take the matter up with his or her immediate supervisor within ten (10) working days following the date the violation occurred. If the matter is not satisfactorily resolved, the employee may proceed to Step One of the formal grievance procedure.

STEP ONE

The aggrieved employee shall present the facts concerning the matter in writing, stating the provision(s) allegedly violated, to the Executive Director of Business and Operations. This shall be done within twenty (20) working days following the date of occurrence of the grievance. The aggrieved employee shall meet with the Executive Director of Business and Operations within fifteen (15) days after the Step One grievance is filed. The Executive Director of Business and Operations shall respond in writing within ten (10) working days of the meeting. If the employee is not satisfied or the matter not resolved, the employee may proceed to Step Two. The shop steward and/or the Union representative may help the employee at any Step.

STEP TWO

The employee or the Union may submit the matter in writing to the Executive Director of Human Resources within ten (10) working days of receipt of the written response from the Executive Director of Business Operations. The aggrieved employee shall meet with the Executive Director of Human Resources within fifteen (15) working days after receipt of the request to move the grievance to Step Two. Within fifteen (15) working days following this meeting, the District shall submit a written answer to the Union and the aggrieved employee. If the employee is not satisfied and the matter is not resolved, the employee may proceed to Step Three.

STEP THREE

If the grievant is unsatisfied with the disposition in Step Two of the grievance procedure, the grievant may, within ten (10) working days, and with the consent of the Union, submit the matter to arbitration. Notice of intent to arbitrate shall first be provided to the District in writing.

Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration, unless excluded by the other provisions of the Agreement or this Section.

To effectuate arbitration, the Union shall request within the ten (10) working days a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, representatives of the District and the Union shall, within ten (10) working days, meet to select an arbitrator from said list. The selection shall be made by alternately removing one name at a time from the list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement and the arbitrator shall be without 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.

If any procedural issue arises, including any issue regarding the arbitrability of a dispute, such issue may be submitted to the arbitrator by written motion of either party, and the arbitrator shall rule upon the issue prior to any hearing on the merits. Nothing herein shall prevent either party from raising procedural issues at a later time.

The arbitrator shall render his/her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have fifteen (15) working days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.) shall be shared equally by the District and the Union.

The decision and/or award shall set forth the arbitrator's finding of fact, reasoning and conclusions of the issues submitted and shall be final and binding on all parties.

15.2 The grievant shall have the right to have a Union representative present during the formal discussion in Steps One, Two, and Three. Such discussion shall not interfere with the employee's normal duties, except by mutual agreement.

15.3 Nothing contained herein shall be construed to prevent any employee from processing his/her own grievance through Step Two without Union representation. However, the District shall give the Union the opportunity to be present at any formal step of the grievance procedure and make its views known.

15.4 Grievance hearings shall be held at reasonable times and places that do not conflict with the working day unless otherwise mutually agreed. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived.

15.5 Termination of probationary employees as defined in this Agreement for any reason is not subject to the grievance procedure.

15.6 Time limits as set forth in this Section may be extended by mutual agreement.

SECTION 16 - PENSION

All classified employees who are employed in an eligible position are entitled to membership in and shall derive benefit from the State Employment Retirement System in accordance with and pursuant to the laws of Washington State and any amendments thereto authorizing and establishing this system.

SECTION 17 - EXTRA AGREEMENTS

The District agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

SECTION 18 - NO STRIKE / NO LOCKOUT

18.1 During the life of this Agreement, the Union and members of the bargaining unit, as individuals or as a group, shall not cause or participate in any strike, or picketing or any other restriction of work against the District. Employees shall not honor any picket line established at or around any District building.

18.2 During the life of this Agreement, the District shall not lock out members of the bargaining unit. Failure to hold school due to an Act of God or utility failure shall not be considered a lockout.

SECTION 19 - BULLETIN BOARDS

The District agrees to provide suitable space for the bargaining representative to use as a bulletin board but cannot supply the bulletin board itself. Postings by the bargaining representative on such boards are to be confined to official business of the unit.

SECTION 20 - INSPECTION PRIVILEGES

20.1 Authorized agents of the bargaining representative shall have access to the District's establishment during reasonable working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.

20.2 An employee may review his/her personnel file at the Human Resources office by scheduling an appointment with the Human Resources Manager for Classified Employees. The employee may be accompanied by a representative of his/her choice. An employee may receive copies of items requested from his/her file upon payment of the cost to reproduce the items. An employee may submit a written explanation to be included in his/her personnel file for any item that the employee finds objectionable.

At an employee's request, derogatory materials from the employee's personnel file shall be removed three (3) calendar years after the material is placed in the file except those materials which are disallowed from removal by State law or statute. The employee's annual evaluation shall be exempt from this provision. This provision shall not be construed to prohibit the District from maintaining records of investigations or discipline in files other than the employee's personnel file,

nor shall this provision be construed as a limitation on matters which may be considered by the District or an arbitrator in determining the appropriate level of discipline for an act of employee misconduct.

20.3 When requested by the Transportation Supervisor, the Shop Steward is authorized to participate in meetings as a Union representative during his/her work day. The Shop Steward will conduct any other Union business outside of his/her working hours.

SECTION 21 - TRAINING REQUIRED BY STATE LAW

The District will compensate employees at their regular hourly wage rate for time required in District-sponsored training or CPR/first aid training for which the Transportation Supervisor has provided advanced approval. If such prior approval is granted for CPR/first aid training, the District will also reimburse the employee for the cost of the training. Time spent in such classes shall not be considered as time worked for the purpose of computing overtime or premium pay, except to the extent required by law.

21.1 A driver shall be paid from column 03 of the salary schedule for driver trainer work performed at the direction of the Transportation Supervisor.

21.2 The District shall reimburse the drivers for the cost of the Commercial Washington driver's license written test fee, after the employee has passed the test.

SECTION 22 - PAYROLL DEDUCTION FOR DUES

22.1 Upon written authorization of any public employee within this bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, and only dues, as certified monthly by the secretary of the exclusive bargaining representative. This written authorization is revocable by the employee and the District will discontinue the authorization when the employee notifies the school District in writing that the authorization is at an end. The enrollment period for this deduction will be from July 1 to November 1 each year for regular employees and new employees will be given 60 days from employment date to enroll for payroll deduction for dues. Employees will be given this notification and explanation of this payroll procedure by the employer, when employed.

22.2 The bargaining representative shall indemnify the school District against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the school District for the purposes of complying with any of the provisions of the payroll deductions.

SECTION 23 - HEALTH INSURANCE

23.1 To be eligible for permissive (medical, vision, dental) benefits, an employee must work eleven (11) days (time worked or paid leave) in the previous month. For the purposes of this section, a work day is defined as a complete day of assigned work, either worked time or paid leave time. For those eligible employees, the District will contribute the state health care allocation and the retiree carve-out for each full time member for health insurance, provided the carve-out does not exceed \$75 per month. Staff working less than 1.0 FTE will receive a pro rata share of the state allocation and a pro rata share of the carve-out. If the carve-out exceeds \$75 per month, the parties agree to re-open negotiations on this issue. If the District's maintenance and operations levy does not pass, the requirement that the District pay the retiree carve-out each month as described above shall be null and void for the following school year and thereafter, provided

1. the District and the Association meet and consult regarding continuance of this provision and
2. if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provision.

23.2 A medical insurance plan sponsored by the Teamsters Union shall be accepted as one of the insurance plans approved by the District. The Union will add Teamsters vision to their menu of benefits and understand that the District will not provide any additional funds for this purpose.

23.3 The required physical examination will be paid in full by the District to all drivers who go to the District's approved doctor. A payment equal to the cost of District's approved doctor will be allowed for those employees who choose their own doctor for this examination.

23.4 Any amount of an employee's insurance allocation that is not used by the individual employee shall be allocated to an insurance pool. Beginning with the end of the month paycheck in November, the District shall estimate anticipated amount the insurance pool will generate for the fiscal year divided by the number of months remaining in the fiscal year. One hundred percent (100%) of the estimated amount shall be allocated to employees whose individual allocation was not sufficient to pay his/her full insurance package. The amount shall be allocated equally to each employee up to the cost of his/her insurance program and shall be divided among employees working less than a full-time equivalent based upon their percentage of employment. The District reserves the right to recalculate the allocation of the insurance pool contributions throughout the year to avoid exceeding the maximum amount allocated and appropriated by the State of the District insurance benefits payable to employees.

23.5 The District party to this Agreement shall pay the rate determined by the Trust into the Washington Teamsters' Welfare Trust for every employee covered by this Agreement, who was compensated for forty (40) hours in the previous month. Said hours may be worked or compensable. Compensable hours, for purposes of this provision only, include overtime, vacation, sick, holiday and personal leave pay. This provision will continue to apply through the summer months regardless of the number of hours worked during the summer months, provided that the employee worked a minimum of forty (40) hours during the month of May.

Funds for the Dental premiums will come from the state benefit allotment. Any employees without sufficient state benefit or pooling funds will have the difference deducted via payroll deduction from their wages.

Should the District fail to make payments into the Dental in accordance with the terms of this Section, the Union may take economic action after ninety (90) days delinquency.

SECTION 24 - SALARIES AND EMPLOYEE COMPENSATION

24.1 Salaries for employees subject to this Agreement shall be as set forth in Schedule 56, attached hereto, and by this reference incorporated herein. If the Legislature funds a cost of living increase for classified school employees for the 2013-2014, 2014-2015, or 2015-2016 school years, the salaries set forth on Schedule 56 shall be increased by the same percentage, in the month such increases become effective. The District will increase the wages on Schedule 56 by an additional 1% effective September 1, 2013, by an additional 1% effective September 1, 2014, and by an additional 1% effective September 1, 2015.

24.1.1 Incremental step movements, where applicable, shall take effect September 1 of each year during the term of the Agreement, provided the employee worked in the bargaining unit at least 90 days during the preceding school year.

Longevity: After 10 years = 40 cents per hour.

After 15 years = 70 cents per hour.

After 20 years = 75 cents per hour

At 10 years, an employee will receive 40 cents more per hour and after 15 years, an employee will receive an additional 30 cents per hour in addition to the 40 cents more per hour, for a total longevity increase of 70 cents per hour. After twenty years, an employee will receive an additional 5 cents per hour in addition to the 70 cents per hour, for a total longevity increase of 75 cents per hour. These rates of pay shall be effective September 1, 2008 and shall be paid retroactively to

any employee who did not receive such increases on that date. If another classified bargaining unit receives a higher rate for longevity or adds additional longevity steps, the members of this bargaining unit will receive the same.

In calculating an employee's longevity, the District will use the date the employee was hired by the District in a regular position (includes temporary positions, does not include substitute positions). If a person's employment has been interrupted by a work-related injury or a lay off, that person's longevity will continue to accrue as if there was no interruption of service.

24.1.3 If an employee chooses not to use his or her personal leave day, he/she may receive the cash equivalent of the personal leave day by submitting a written request to Payroll during the last week of school. It is the employee's responsibility to monitor his or her use of personal leave and to ensure that Payroll receives the request within the time frame referenced above.

24.1.4 A bargaining unit member who has had perfect attendance for the first 90 school days of the school year and any required in-service training days and any pre-scheduled team meetings, will receive one additional day's pay. Pay for this day will be included no later than the March pay warrant and the hours will be based upon the employee's regular daily work hours as of January 1.

A bargaining unit member who has had perfect attendance for the last 90 school days of the school year and any required in-service training days, and any pre-scheduled team meetings, will receive one additional day's pay. Pay for this day will be included no later than the July pay warrant and the hours will be based upon the employee's regular daily work hours as of June 1.

Perfect attendance for purposes of this section is defined as no time off work (paid or unpaid) except: when using no more than one (1) personal leave day consistent with Section 23.1.2, when summoned to jury duty/subpoenaed consistent with Section 19, when using Bereavement Leave consistent with Section 9, when using leave covered by FMLA, or when on paid administrative leave; provided, that if an employee on paid administrative leave during an investigation of misconduct is subsequently disciplined or discharged for just cause, such employee shall not be considered eligible for the perfect attendance incentive.

24.1.5 Employees who are nominated as "Employee of the Year" and "Driver of the Year" shall each receive one (1) additional day of pay. The Union and District will jointly form a nominating committee for these awards.

24.2 Salaries to be contained in the appropriate Schedule 56 shall be for the term of the Agreement, subject to the terms and conditions of Section 26.2, and the salary adjustment provisions set forth in Section 26.

24.3 As part of the process for training new bus drivers, the Transportation Supervisor may elect to place a trainee driver on the route of an experienced driver. In such situations, the experienced driver will receive the driver trainer rate of pay for the time s/he spends supervising the trainee when the trainee is driving the experienced driver's route. The selection of drivers for this opportunity rests solely with the Transportation Supervisor.

24.4 If an employee is required or mutually scheduled by the District and Union to meet with the District during the employee's regular work hours, such employee shall suffer no loss in pay.

SECTION 25 - REVIEW COMMITTEE

Committee structure for review of all accidents:

- Two (2) drivers selected by the unit
- One (1) supervisor
- One (1) driver trainer
- One (1) lead mechanic
- One (1) shop steward
- One (1) assistant shop steward

All members of the review committee will be compensated at their regular hourly rate. The review committee will meet on an as-needed basis as determined by the Transportation Supervisor.

The role of the committee shall be to make a recommendation to the Administrator for Support Services on whether or not the accident was preventable.

The criteria for preventable accidents shall be the National Safety Council Guidelines.

The District shall retain final authority on any decisions relating to the recommendations made by this committee.

SECTION 26 - PROPERTY LOSS AND DAMAGE

Acts of damage that are clearly recognizable as vandalism while an employee's vehicle is in the school setting and while the employee is acting within the scope of his/her assigned employment obligations to the District, shall be covered by the individual's insurance policy, with the District reimbursing the amount of the deductible to a maximum of Five Hundred Dollars (\$500).

SECTION 27 - TERM AND SEPARABILITY OF PROVISIONS

27.1 The term of this Agreement shall be September 1, 2012, through August 31, 2016.

27.2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. If the District determines that it is necessary to request that some drivers park their buses at their personal residences, the parties agree to re-open negotiations in advance to discuss only the impacts and arrive at a mutually agreeable solution.

27.3 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

27.4 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

27.5 In the event that either Section 27.3 or Section 27.4 is determined to apply to any provision of this Agreement, the parties shall re-negotiate such provision, Section 27.6 notwithstanding.

27.6 This Agreement constitutes the entire agreement between the parties concluding bargaining for its term, except as specifically provided in Sections 27.2 and 27.5 and Section 27. All matters not covered herein shall be determined by the District, provided this Agreement may be altered, changed, added to, deleted from or modified only through the mutual written consent of both parties.

26.7 If during the term of this Agreement, actions of the legislature, the implementation of new laws or levy failure impact the terms of this Agreement, either party may open the Agreement for bargaining on the impact(s).

Franklin Pierce School District

Teamsters Union Local 313

Dr. Frank Hewins
Superintendent
Franklin Pierce School District

John Emrick
Secretary-Treasurer
Teamsters

Date: _____

Date: _____

SCHEDULE 56
2012-2013

	Column 01	Column 02	Column 03	Column 04	Column 05	Column 06	Column 07	Column 08
Step	Utility Helper (<i>Bus Wash & Seat Repair</i>)	Bus Driver	Driver Trainer	Dispatcher	Service Tech	Assistant Mechanic	Mechanic	Lead Mechanic
01	14.13	16.67	18.53	18.89	17.86	18.38	19.97	23.54
02		17.06	18.71	19.92	18.26	18.74	20.16	23.79
03		17.85	18.89	20.69	18.67	19.15	20.60	24.03
04		18.13	19.08	22.10	19.07	19.50	20.82	24.26
*10	14.53	18.53	19.48	22.50	19.47	19.90	21.22	24.66
*15	14.83	18.83	19.78	22.80	19.77	20.20	21.52	24.96
*20	14.88	18.88	19.83	22.85	19.82	20.25	21.57	25.01

*Steps 10, 15 and 20 used only for longevity increases and not to be used as increment increases.

Step 10: 10 years of service = 40 cents per hour increase over step 01 for column 1; and 40 cents per hour increase over step 04 for columns 2-7.

Step 15: 15 years of service = 70 cents per hour increase over step 01 for column 1; and 70 cents per hour increase over step 04 for column 2-7.

Step 20: 20 years of service = 75 cents per hour increase over step 01 for column 1; and 75 cents per hour increase over step 04 for columns 2-7.

Substitute Drivers: \$13.05/hr, increasing to \$14.84/hr on the 31st day of driving

Letter of Understanding

By and Between

Franklin Pierce School District # 402

And

Teamsters Local # 313

Supplemental Pension Contributions

This Letter of Understanding is between the Franklin Pierce School District and Teamsters Local 313. This Letter modifies Section 14 of the Collective Bargaining Agreement.

Effective March 1, 2009, based on the previous months hours, the following classifications as defined in the Collective Bargaining Agreement shall suffer a gross wage reduction in the amount equal to one dollar (\$1.00) per hour for every straight time hour compensated:

- Lead Mechanic
- Mechanic
- Assistant Mechanic
- Service Tech
- Dispatcher

After the reduction in each employee's gross wages, the District shall contribute the amount specified above on behalf of all employees performing work or on paid leave (paid sick leave or paid vacation) within the classification covered by this Letter of Understanding.

The District shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported.

Franklin Pierce School
District # 402

Teamsters Local Union # 313

By: _____
Gary Benson
Executive Director H.R.

By: _____
John B. Emrick
Secretary-Treasurer

Date: _____

Date: _____

**Letter of Agreement
Between Franklin Pierce School District
And Teamsters Local 313**

Whereas, a review of comparable school district wages for Transportation employees indicates an immediate need to increase pay for such employees in order to compete in the labor market; and

Whereas, the current collective bargaining agreement (CBA) expires on August 31, 2016, and the District and Teamsters are in agreement to extend the term of the CBA in conjunction with the wage improvements set forth below;

Now therefore, the District and Teamsters agree as follows:

1. **2015-16:** Instead of the total increase of four percent (4%) that is set to be applied to the wages on Schedule 56 for the 2015-2016 contract year, the District will apply a total increase of ten percent (10%). This is inclusive of the state-funded salary increase of three percent (3%) and the and previously bargained increase of one percent (1%).
2. **2016-17:** In lieu of engaging in contract negotiations regarding a successor agreement prior to September 1, 2016, the District and Teamsters agree to increase wages on Schedule 56 by an additional four percent (4%) in addition to the state-funded allocation of 1.8%, for a total increase of 5.8%, effective September 1, 2016. The above increases shall be effective September 1, 2015, and will be retroactive if not ratified by both parties in time for the first payroll of the contract year.
3. **2017-18:** For the 2017-18 contract year, the District will increase wages on Schedule 56 by an additional four percent (4%) in addition to any state-funded cost-of-living adjustment (COLA). If the amount of the state-funded classified salary allocation decreases after the 2015-17 biennium, the District will "hold harmless" bargaining unit members in 2017-18 and will apply the four percent (4%) increase to 2016-17 wages.
4. **2018-19:** In exchange for the above increases in wages, the Teamsters agree to extend the expiration date of the current collective bargaining agreement through August 31, 2019. During 2018-19, Schedule A will be increased by the same percentage as the cost of living adjustment (COLA), if any, funded by the state and applied to the classified salary allocation set forth in the state appropriations act.
5. If during the term of this Agreement the state funds additional increases to the classified salary allocation in addition to the I-732 cost of living adjustment (COLA), the District may pass through the amount of such increase in addition to the four percent (4%) in the 2016-17 and 2017-18 school years as set forth above, or may reopen the Agreement on the issue of wages. If during the term of this Agreement the state funds an increase in the classified salary allocation in a manner that is completely different from the percentage method used in the past, the District or Teamsters may reopen the Agreement on the issue of wages.

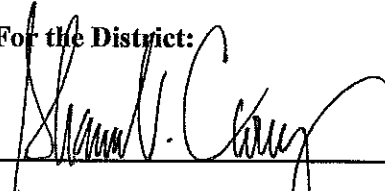
6. In recognition of the need to increase availability of qualified substitutes, any retired bus driver with at least 10 years of experience and in good standing with the District who substitutes for the District will be paid at the rate set Column 02, Step 1 of Schedule 56.
7. At the end of the 2015-16 school year, members may vote on whether to revert back to a monthly pay cycle for bargaining unit members. If the vote of the members supports changing a monthly pay cycle, and upon notice provided to the District no later than June 30, 2016, the District will implement this change for the bargaining unit, commencing with the 2016-17 contract year. This will be the only such vote for the duration of the extended Agreement.
8. The Letter of Understanding dated January 3, 2013 regarding pension fund participation by employees employed as Utility Helper, Bus Driver, and Driver Trainer shall continue for the term of this Agreement. The Letter of Understanding dated November 8, 2012 regarding pension fund participation by employees employed as Lead Mechanic, Mechanic, Assistant Mechanic, Service Tech, and Dispatcher will be amended to include the Router position and will also continue for the term of this Agreement. It is mutually understood that these LOUs apply only to regular employees and that no contributions will be made for any substitute employee.

For Teamsters Local 313:



Date: 9/10/15

For the District:



Date: 9/11/15