

# AGREEMENT

Between

FRANKLIN PIERCE SCHOOL DISTRICT NO. 402

And

TEAMSTERS UNION LOCAL 313

Term: September 1, 2022 August 31, 2025

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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, 2022, 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, 2025. 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.

Upon authorization to have the employer deduct membership dues by any public employee within this bargaining unit to the Union, the Union will provide the District with notice of the authorization. Upon receiving notice, 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.

The District shall transmit such deduction to the Union by check payable to its order. The Union authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction from wages of such employee.

The District will inform new employees of the Union's exclusive representation status. Consistent with RCW 41.56.037, the District will provide union access to new employees within thirty (30) days of hire. The District will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual place of work, or a mutually agreed upon location.

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 per 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 they 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 their 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 three (3) days 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. The following timelines for this section will be extended by one school business day should any identified day fall on a school holiday.

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. All routes (including midday) will be subject to re-bidding even if the route involves temporary time (i.e., McKinney-Vento time).
2. On the second Monday of November, the Transportation Director or designee will post for three days the current routes and times along with the seniority list (re-bid sheet). Drivers are responsible for reviewing carefully, understanding, and asking any questions they may have about the current routes and times and the pros and cons of bidding on various routes. Bargaining unit members with corrections to the rebid sheet must have them pre-authorized by the router before listing them. 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 five (5) o'clock PM on the next Wednesday all authorized corrections must be completed. Also, by this same time only drivers interested in re-bidding must sign or initial next to their name on the seniority list (re-bid sheet). Failure to sign or initial the seniority list by this time will remove the driver from the re-bid process unless the driver is bumped.

4. The re-bidding process will begin on the following next Thursday only if a driver has signed or initialed the seniority list (re-bid sheet). The process will be as follows:

The Transportation Director or their designee will start with the most senior driver that has signed or initialed they want to re-bid. The process will continue by seniority until all drivers have a route.

5. On the next Monday, the Transportation Director will review the re-bidding sheet for possible errors.
6. In the event that errors are discovered in the re-bid process, the Transportation Director will work to correct errors and the shop steward will be notified.
7. On the next Tuesday, the Transportation Director will notify drivers of changes.
8. Drivers will begin driving their new routes at the beginning of the next month.

6.1.2 Call Back. Shop personnel, routers, trainers, and dispatchers 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, Shop personnel, routers, trainers, bus drivers and dispatchers who are requested by management or by management-authorized personnel to 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. In accordance with Section 6.4, activity drivers will punch out and punch back in on early release days if there is a lapse of time more than 20 minutes.

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 6.5.1 for each regularly scheduled workday. 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 twenty (20) 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 forty (40) 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 fifteen (15) 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. When an employee needs additional time to meet minimums within Section 6.5 and 6.5.1, the employee may be directed to perform transportation-related work or District training as assigned by a supervisor.

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 their 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 daily time by at least one (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 their 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 their regularly scheduled work or attach the extra trip to a regular work schedule. If a regular driver was assigned the trip and is

reassigned back to their regularly scheduled work, they shall be paid for the lost hours between their regularly scheduled work and the hours of the trip.

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, provided that the posting requirements of subsection 13, below, were followed by the District.

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 their residence, the driver will receive two hours pay or the time of the run, whichever is less. If an extra trip is cancelled on a Saturday or Sunday without a minimum of ninety (90) minutes notice, the employee will receive three (3) hours of 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. The District will not regularly utilize multiple vans to transport a single large group of students in order to intentionally avoid the application of this provision. If abuse is suspected, the issue will be brought to the attention of the Transportation Director. If a resolution is not reached to the satisfaction of the bargaining unit, a labor management committee meeting with Human Resources will be convened.

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 72 hours from the time of posting, excluding weekends and holidays, except for McKinney-Vento and students in foster care as addressed below. 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.

For new or temporary routes for McKinney-Vento and/or students in foster care, the posting requirement may be shortened to 24-hours to expedite student access to school. The route will be awarded to the most senior driver whose current route package provides the best service to the student (i.e., does not create a route where the student is on the bus for longer than is necessary and offers the student a transportation plan that is similar in length to other students, whenever possible).

The Transportation Department will provide electronic notice of an open route to a driver who is off work due to an extended leave by email and text message to the driver's known mobile number. 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 they work a minimum of eleven (11) working days in the month performing such responsibilities. For the purposes of this section, a workday 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 works during the summer break will be paid for the Independence Day holiday:

1. The employee begins summer work before July 4 and continues after July 4
2. The employee works their last regularly scheduled shift on the District business day preceding the holiday and the first scheduled shift on the District business day 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 Shop personnel (mechanics, assistant mechanics, lead mechanics and service technicians) 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 Year’s 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        |
| Juneteenth                       | Christmas Day          |
| Independence 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 their last scheduled shift preceding the holiday and first schedule 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 was legitimately using leave for illness or emergency for the purposes set forth in Section 10, below.

For purposes of this section an employee will be considered to have worked both their 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 (dispatchers, routers, driver trainers, 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 two weeks of vacation into the next school year. If an employee is not provided the opportunity to use accrued vacation beyond

the two weeks 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, they may be paid for up to three (3) of the total days, if earned, in their 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, they 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, stepparent, spouse, child, stepchild, 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) workdays (time worked or paid leave) in the calendar month. For the purposes of this section, a workday 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 they complete their am, midday and pm route). Increases in the number of hours that accumulate per day of sick leave will occur only after an employee has worked for at least ten (10) workdays with the increased hours. For the purposes of calculating ten workdays for this section, paid/unpaid time off will not count towards this total.

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. For absences exceeding three days, the District may require verification that an employee's use of paid sick leave is for an authorized purpose. If the District requires verification, verification must be provided to the District within a reasonable time period during or after the leave. The District's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. 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 their sick leave to care for: (a) their child with a health condition that requires treatment or supervision; or (b) their 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 day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they 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 their 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 their supervisor with written evidence that they have 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) day’s 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.

If an employee chooses not to use their personal leave day(s), they may receive the cash equivalent of the personal leave day(s) by submitting a written request to Payroll during the last week of school. Any unused personal leave will be automatically cashed out in the July paycheck each year.

## **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 their 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 their 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 their 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 their 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 their 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 their 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 their 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 their choice. An employee may receive copies of items requested from their file upon payment of the cost to reproduce the items. An employee may submit a written explanation to be included in their 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 their workday. The Shop Steward will conduct any other Union business outside of their 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 – VIDEO CAMERAS AND GPS**

Video Cameras and GPS: District buses are equipped with video surveillance and Global Positioning Systems (GPS). The use of video surveillance and GPS are recognized as a means of managing student discipline, security/protection of district property/staff, providing a safe workplace for bargaining unit employees and a safe learning environment for students.

Video cameras are a tool to assist bus drivers and the District in monitoring students on the bus and to provide security for students and staff. Video may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to routinely monitor employee performance in the absence of a specific complaint. A driver will be notified when video from their bus is pulled for viewing, except when the video is pulled to investigate employee or student misconduct. Only necessary and appropriate staff shall have access to the recording, and it shall be used for legitimate District purposes such as those listed above. Cameras will not run longer than twenty (20) minutes after the ignition key is turned to the “off” position. All cameras will be kept in good working order, to include but not limited to shut-down time and light function.

## **SECTION 23 - HEALTH INSURANCE**

23.1 Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The District will follow SEBB rules and policies related to employee eligibility and program administration. The most current information on available benefits is available through the SEBB’s website.

23.2 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.

## **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. These wages have been increased by six percent (6.0%) for 2022-23 inclusive of the Implicit Price Deflator (IPD) used by the state legislature to increase the classified staffing allocation in the state budget. For the 2023-24 school year, wages will be increased by two- and one-half percent (2.5%) or the IPD whichever is higher and for the 2024-25 school year, wages will be increased by two and one half (2.5%) or the IPD

whichever is higher. Bus drivers will be paid at bus driver rate for current utility helper work.

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 = \$0.50 cents per hour.

After 15 years = \$1.00 per hour.

After 20 years = \$1.50 per hour

After 25 years = \$2.00 per hour

After 30 years = \$2.50 per hour

At 10 years, an employee will receive 50 cents more per hour and after 15 years, an employee will receive an additional 50 cents per hour in addition to the 50 cents more per hour, for a total longevity increase of \$1.00 per hour. After twenty years, an employee will receive an additional 50 cents per hour in addition to the \$1.00 per hour, for a total longevity increase of \$1.50 per hour. After 25 years, an employee will receive an additional 50 cents per hour in addition to the \$1.50 per hour, for a total longevity increase of \$2.00 per hour. After thirty years, an employee will receive an additional 50 cents per hour in addition to the \$2.00 per hour, for a total longevity increase of \$2.50. These rates of pay shall be effective on September 1 of each year.

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 layoff, that person's longevity will continue to accrue as if there was no interruption of service.

24.1.2 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 13, when summoned to jury duty/subpoenaed consistent with Section 19, when using Bereavement Leave consistent with Section 9, when using leave covered by FMLA, when using military leave covered by USERRA, 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.

24.1.3 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 27, and the salary adjustment provisions set forth in Section 24.

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 they spend supervising the trainee when the trainee is driving or riding along on the experienced driver's route. The selection of drivers for this opportunity rests solely with the Transportation Supervisor. For clarification purposes this would only apply when a driver has a trainee on the bus. This would not apply to substitutes being called in to work extra days to gain experience.

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.

24.5 A new contracted, regular bus driver shall be given salary schedule placement credit for prior bus driving experience: up to step 4. The calculation is based on the following table.

In calculating an employee's longevity for the purposes of placement into the 10, 15-, 20-, 25- and 30-year longevity salary steps, only Washington state school district

driving experience will be counted. School district experience gained in other states or countries and non-school district bus driving experience will not be counted.

Other WA school districts (includes contract bus services such as First Student)	1-year prior experience = 1 step
Non-WA school districts	2 years prior experience = 1 step
Non-school district bus driving	2 years prior experience = 1 step

24.6 All Shop Personnel (Mechanics, Assistant Mechanics, Lead Mechanics and Service Technicians) will qualify for an additional \$0.25 per hour for each of the seven (7) Automotive Service Excellence (ASE) certifications currently offered for school bus maintenance workers. These increases will be effective for the next payroll period following submission of proof of current certification to HR and the Shop Supervisor. Employees are responsible for renewing their certifications at the interval required by ASE for recertification (currently every five years), as a condition of retaining these increases.

24.7 The District shall pay the following bonuses to all shop personnel (mechanics, assistant mechanics, lead mechanics and service technicians) for the annual 100% Washington State Patrol inspection. Shop personnel will receive a \$500 bonus if no more than 1 school bus is placed out of service. This bonus will be paid out on the next available pay warrant. If 2 or more buses are placed out of service, no bonus will be paid.

24.8 The District will offer a single \$300 annual footwear allowance for all shop personnel (mechanics, assistant mechanics, lead mechanics and service technicians) for shop-appropriate footwear. An employee attempting to take advantage of this reimbursement must submit a receipt for such purchase within 30 calendar days of the purchase. Such annual allowance is not eligible to carry forward school year to school year.

## **SECTION 25 - SAFETY COMMITTEE**

Committee structure for review of all accidents:

- Two (2) drivers selected by the unit to serve at least a two-year term
- One (1) supervisor
- One (1) driver trainer
- One (1) shop supervisor
- One (1) 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 review and make recommendations for workplace and driving safety, and to review, upon request of the employee, the Transportation Director's determination of whether or not the accident was preventable.

The criteria for preventable accidents shall be as set forth in the Preventable Accidents System, based on 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, or damage that clearly occurred as a result of District authorized athletics or activities, while an employee's vehicle is in the school setting and while the employee is acting within the scope of their 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, 2022, through August 31, 2025.

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

  
\_\_\_\_\_  
Brandy Marshall  
Executive Director of HR & Business  
Franklin Pierce School District

  
\_\_\_\_\_  
Nick Lansdale  
Secretary-Treasurer  
Teamsters Local 313

Date: 9/13/2022

Date: 9/27/2022

**Schedule 56 - TEAMSTERS  
Transportation  
2022-2023**

Step	Column 01	Column 02	Column 03	Column 04	Column 05	Column 06	Column 07	Column 08	Column 09
	Utility Helper (Bus Wash, Oiler & Seat Repair)	Bus Driver	Driver Trainer	Dispatcher	Router	Service Tech	Assistant Mechanic	Mechanic	Lead Mechanic
<b>01</b>	21.92	25.87	31.16	31.69	32.47	28.91	29.73	32.17	37.73
<b>02</b>		26.47	31.42	33.29	34.07	29.51	30.27	32.47	38.11
<b>03</b>		27.69	31.69	34.49	35.25	30.17	30.90	33.16	38.47
<b>04</b>		28.12	31.99	36.65	37.45	30.78	31.46	33.47	38.85
<b>05</b>		28.37	32.24	36.90	37.70	31.03	31.71	33.72	39.10
<b>*10</b>	22.42	28.87	32.74	37.40	38.20	31.53	32.21	34.22	39.60
<b>*15</b>	22.92	29.37	33.24	37.90	38.70	32.03	32.71	34.72	40.10
<b>*20</b>	23.42	29.87	33.74	38.40	39.20	32.53	33.21	35.22	40.60
<b>*25</b>	23.92	30.37	34.24	38.90	39.70	33.03	33.71	35.72	41.10
<b>*30</b>	24.42	30.87	34.74	39.40	40.20	33.53	34.21	36.22	41.60

\*Steps 10, 15, 20, 25, and 30 used only for longevity increases and not to be used as increment increases.

Step 10: 10 years of service = \$0.50 cents per hour increase over step 01 for column 1; and \$0.50 cents per hour increase over step 05 for columns 2-7.

Step 15: 15 years of service = \$1.00 per hour increase over step 01 for column 1; and \$1.00 per hour increase over step 05 for column 2-7.

Step 20: 20 years of service = \$1.50 per hour increase over step 01 for column 1; and \$1.50 per hour increase over step 05 for columns 2-7.

Step 25: 25 years of service = \$2.00 per hour increase over step 01 for column 1; and \$2.00 per hour increase over step 05 for columns 2-7.

Step 30: 30 years of service = \$2.50 per hour increase over step 01 for column 1; and \$2.50 per hour increase over step 05 for columns 2-7.

**Substitute Drivers:** Rate equivalent to Step 01 in column 02.

A retired school bus driver with at least 10 years of experience in WA may be paid at the rate set in column 02, Step 01-04, based on District need.

**Substitute Mechanics:** Rate equivalent to Step 01 in column 08.

A retired school bus mechanic with at least 10 years of experience may be paid at the rate set in column 08, Step 01-04, based on District need.

6.0% over 2021-22 per CBA; includes IPD

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.

Based on the previous month's hours, the following classifications as defined in the Collective Bargaining Agreement shall suffer a gross wage reduction in the amount equal to two dollars and fifty cents (\$2.50) per hour for every straight time hour compensated:

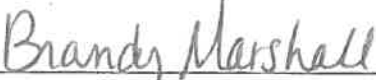
- Lead Mechanic
- Mechanic
- Assistant Mechanic
- Service Tech
- Dispatcher
- Router

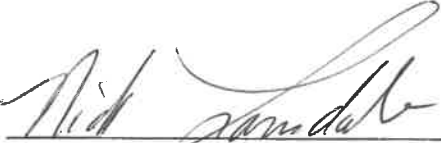
After the reduction in each employee's gross wages, the District shall contribute the amount specified above on behalf of all employees performing work or on paid leave (paid sick leave or paid vacation) within the classification covered by this Letter of Understanding.

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**

  
 \_\_\_\_\_  
 Brandy Marshall  
 Executive Director of HR & Business

  
 \_\_\_\_\_  
 Nick Lansdate  
 Secretary-Treasurer

Date: 9/13/2022

Date: 9/27/2022



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.

All regular employees employed as Utility Helper, Bus Driver and Driver Trainer shall suffer a gross wage reduction in the amount equal to one dollar (\$1.00) per hour for all compensable hours.

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**



Brandy Marshall  
Executive Director HR & Business



Nick Lansdale  
Secretary-Treasurer

Date: 9/13/2022

Date: 9/27/2022