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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, 2006, 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, 2009. 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 and Secretaries. The bargaining representative shall be required to represent all the public employees within the unit without regard to membership in said bargaining unit.

As a condition of employment, all employees shall contribute their pro-rata share of the cost of representation within the bargaining group whether a member of the Union or not, said payments to start after thirty (30) working days of employment or the signing of this Agreement. The pro-rata share for non-Union members shall not exceed regular monthly Union dues paid by Union members. Conditions of employment are that all employees who are members of the Union at the time of this Agreement, and all employees who voluntarily join the Union will remain members of the Union in good standing. Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teaching of a church or religious body of

which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.110. Substitutes will pay a service fee but will not be required to pay an initiation fee.

The District proposes that substitutes who have worked thirty-one (31) days continue to be covered only on the matter of wages as expressed on Schedule 56.

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. If not terminated by the end of the probationary period, an employee shall be made permanent.

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 six (6) months layoff, or leave of absence. However, a leave of absence for one (1) year because of illness or two (2) years because of an on-the-job injury 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 list of employees arranged in order of seniority shall be available 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 Shop Steward.

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.

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.

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. Additional route time available due to changes after the school year begins 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 - 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. 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.

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.

6.4 Drivers shall be paid for all layover time of fifteen (15) minutes or less between scheduled runs when the layover time is necessary due to route design.

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.

6.5.1 The District is allowed to hire two (2) 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. A two (2) hour driver shall be limited to no more than fifteen (15) additional hours per week for any additional runs, unless permanent and substitute drivers are not available.

6.6 Extra Trips. All trips other than regular daily shifts shall be designated extra trips. Employees interested in being considered for extra trips shall place their names on a day and night list posted at the beginning of the school year or their hire day, if hired after the beginning of the school year. The District shall arrange the names on the extra trip lists in order of seniority. The resulting extra trip lists shall be used for assignment of the extra trips for those eligible employees on a seniority basis.

6.6.1 No regular 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.

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.

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.

6.6.4 Emergencies or medical/dental appointments shall not be considered rejections, if advance notice is given to the Transportation Supervisor when possible.

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

6.8 For extra runs, if the run is canceled without a minimum of sixty (60) minutes notice to the driver or call to his/her residence, the driver will receive two hours pay or the time of the run, whichever is less.

6.9 Procedures for assigning driving position for regular routes and replacement of drivers on leave of absence or sick leave that will last longer than ninety (90) calendar days.

6.9.1 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).

6.9.2 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.

6.9.3 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.

6.10 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.

6.11 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.

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

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

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.

7.3 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 schedule shift succeeding the holiday and is not on leave of absence, shall be eligible for pay for such unworked 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.

SECTION 8 - VACATIONS

8.1 260 day employees (mechanics, transportation specialist 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

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.

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.

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, but may be requested by the school District for illness, regardless of the length of absence from work, if the request for the certificate of disability is made at the time the employee requests 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.

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 - DISCHARGE OR TERMINATION

12.1 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;
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 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 sent to the bargaining representative at the time it is given to the employee.

12.2 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.

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

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

12.5 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. A person absent because of a work-related injury who elects to receive Worker's Compensation from the State in lieu of using accumulated sick leave, shall be considered the same as an employee whose sick leave has expired.

SECTION 13 - GRIEVANCES AND ARBITRATION

13.1 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 Human Resources. This shall be done within twenty (20) working days following the date of occurrence of the grievance. The Executive Director of Human Resources shall respond in writing within ten (10) working days. 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 Step Two.

STEP TWO

The employee, with the help of the shop steward or Union representative, may submit the matter in writing to the Administrator for Support Services within ten (10) working days of receipt of the written response from the Executive Director of Human Resources. Within fifteen (15) working days following submission of the written grievance to the office of the Administrator for Support Services, 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.

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.

13.2 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.

13.3 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.

13.4 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.

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

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

SECTION 14 - 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 15 - 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 16 - NO STRIKE / NO LOCKOUT

16.1 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.

16.2 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 17 - 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 18 - INSPECTION PRIVILEGES

18.1 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.

18.2 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.

18.3 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 19 - 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/she shall be required to serve in such capacity. The employee shall notify the District of the fact that he/she has been called for such duty. The employee shall endorse over to the District any salary received for such service during the period of leave of absence. Such service shall be considered in all respects as time spent in the normal employ of the District. Employees shall have the option of either retaining the jury fee, less travel reimbursement, or the school salary.

SECTION 20 - 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.

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

20.2 The District shall reimburse the drivers for the cost of the Commercial Washington driver's license written test fee (\$12.00), after the employee has passed the test.

SECTION 21 - PAYROLL DEDUCTION FOR DUES

21.1 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.

21.2 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 22 - HEALTH INSURANCE

22.1 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.

22.2 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.

22.3 The required physical examination will be paid in full by the District to all drivers who go 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.

22.4 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.

22.5 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 23 - SALARIES AND EMPLOYEE COMPENSATION

23.1 Salaries for employees subject to this Agreement shall be as set forth in Schedule 56, attached hereto, and by this reference incorporated herein.

Column	06-07 School Year	07-08 School Year	08-09 School Year
Column 1 <i>Utility Worker</i>	2% increase	10 cents	10 cents
Column 2 <i>Bus Driver</i>	Steps 1 & 2 = 3.3% increase Steps 3 & 4 = 4.6 % increase	10 cents + increase wages by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.	10 cents + increase wages by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.
Old Column 3	Remove Assistant Dispatcher position (no longer exists)		
New	Move Driver Trainer to	10 cents + increase wages	10 cents + increase wages

Column 3 <i>Driver Trainer</i>	New Column 3 Remove First Aid Instructor (no longer exists) Steps 1-4 = 4.6 % increase	by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.	by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.
Column 4 <i>Dispatcher</i>	Step 1 = 4.8% increase Step 2 = 6.3% increase Step 3 = 7.3% increase Step 4 = 9.3% increase	state percentage as stated above + Step 1 = 1.5% Step 2 = 3.0 % Step 3 = 4.0 % Step 4 = 6.0%	state percentage as stated above + Step 1 = 1.5% Step 2 = 3.0 % Step 3 = 4.0 % Step 4 = 6.0%
Column 5 <i>Service Tech</i>	Steps 1-4 = 3.3% increase	10 cents + increase wages by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.	10 cents + increase wages by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.
Old Column 6	Remove Transportation Specialist from bargaining group		
New Column 6 <i>Mechanic</i>	Steps 1 & 2 = 3.3% increase Steps 3 & 4 = 4.6% increase	10 cents + increase wages by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.	10 cents + increase wages by the state percentage increase for K12 classified employee salaries identified in the state appropriations act, if any, in the month such state increases are effective.
New Column 7 <i>Lead</i>	Steps 1-4 = 9.3% increase	Step 1-4 = state percentage as stated above + 3%	Step 1-4 = state percentage as stated above + 3%

<i>Mechanic</i>			
<i>Substitute</i>	2% increase	2% increase	2% increase

23.1.1 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 = 15 cents per hour.

After 15 years = 35 cents per hour.

At 10 years, an employee will receive 15 cents more per hour and after 15 years, an employee will receive an additional 20 cents per hour in addition to the 15 cents more per hour, for a total longevity increase of 35 cents per hour. 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.

23.1.2 Personal Leave: One (1) day of personal leave, (non-accumulative), shall be granted at the discretion of the employee to take care of personal matters that cannot be taken care of outside the work day. Personal leave cannot be taken during the first or last week of the school year and cannot be used to conduct Union business or to extend a holiday or non-work day. The employee shall provide at least one (1) days' advanced notice before taking this leave.

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.

23.1.3 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.

23.1.4 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 the personal leave day consistent with Section 23.1.2, when summoned to jury duty/subpoenaed consistent with Section 19, or when on paid administrative leave. This section shall be effective beginning with the last 90 days of the 2003-04 school year.

23.2 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.

23.3 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.

SECTION 24 - 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

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 25 - 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 Two Hundred Fifty Dollars (\$250.00).

SECTION 26 - TERM AND SEPARABILITY OF PROVISIONS

26.1 The term of this Agreement shall be September 1, 2006, through August 31, 2009.

26.2 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.

26.3 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.

26.4 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.

26.5 In the event that either Section 26.3 or Section 26.4 is determined to apply to any provision of this Agreement, the parties shall re-negotiate such provision, Section 26.6 notwithstanding.

26.6 This Agreement constitutes the entire agreement between the parties concluding bargaining for its term, except as specifically provided in Sections 26.2 and 26.5 and Section 26. 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
2006-2007

STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7
Step	Utility Helper <i>(Bus Wash & Seat Repair)</i>	Bus Driver	Driver Trainer	Dispatcher	Service Tech	Mechani c	Lead Mechani c
1	13.20	15.04	16.75	16.78	16.14	18.07	20.32
2		15.38	16.91	17.19	16.51	18.24	20.53
3		16.13	17.08	17.52	16.88	18.65	20.73
4		16.37	17.25	18.02	17.24	18.84	20.93
10	13.35	16.52	17.40	18.17	17.39	18.99	21.08
15	13.55	16.72	17.60	18.37	17.59	19.19	21.28

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

Step 10: 10 years of service = 15 cents per hour increase over step 01 for column 1; and 15 cents per hour increase over step 04 for columns 2-7.

Step 15: 15 years of service = 35 cents per hour increase over step 01 for column 1; and 35 cents per hour increase over step 04 for column 2-7.

Substitute Drivers: \$12.42/hr, increasing to \$14.12/hr on the 31st day of driving