

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**SHORELINE SCHOOL DISTRICT
NO. 412**

and the

AUTOMOTIVE MECHANICS

September 1, 2007 to August 31, 2010

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
1.0	General Statement of Philosophy.....	1
2.0	Salary Schedule.....	1
3.0	Vacation Allowance.....	2
4.0	Holidays	3
5.0	Leaves	4
6.0	Apprenticeship	5
7.0	Retirement.....	6
8.0	Termination of Employment.....	6
9.0	Seniority	6
10.0	Other Provisions.....	6
11.0	Group Insurance	9
12.0	Grievances.....	10
13.0	Union Membership	11
14.0	Resignation	12
15.0	Management Rights Clause	12
16.0	Severability	12
17.0	Adoption and Renewal.....	13

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE SHORELINE SCHOOL DISTRICT AND THE
AUTOMOTIVE MECHANICS
LODGE NO. 160, IAM LOCAL #289
2007 - 2010

1.0 GENERAL STATEMENT OF PHILOSOPHY

- 1.1 This Salary Schedule and Provisions for Automotive Mechanics in the Shoreline School District expresses the philosophy of the District in developing personnel policies which will attract and hold the best qualified personnel. The purpose of this Agreement is to provide through collective bargaining sound relationships between the District and its employees, to secure an amicable and fair disposition of grievances and to prevent interruption by work stoppage of employees and permit efficient operation of the District's Transportation Department.
- 1.2 The Union recognizes the ability of the District to provide wages and working conditions satisfactory to its employees is, to a large extent, dependent on the cooperation of the employees in maintaining efficient and, so far as possible, stabilized operation of the Transportation Department. In furtherance therefore, of the above-stated purposes, it is hereby agreed:

2.0 SALARY SCHEDULE

- 2.1 All employees are paid on an hourly basis.

<u>Salaries</u>	2007-2008
Journeyman Mechanic	\$23.69
Foreman Journeyman Mechanic (110% of Journeyman rate)	\$26.06
Lead Parts Person/Shop Assistant (95% of Journeyman)	\$22.50 (2% increase)

Business Lead (105% of Journeyman Rate) \$24.87

Mechanic Lead (105% of Journeyman Rate) \$24.87

Note 1: Salary rates shall be based on 85% of the wage scales contained in the collective bargaining agreement between the International Association of Machinists and Aerospace Workers District Lodge No. 160 and the Snohomish County Public Transportation Benefit Area Corporation (SCPTBAC). It is understood that wage adjustments in the SCPTBAC contract are effective January 1st, while the Shoreline wage rates will not be adjusted to the 85% rate until September 1st resulting in a nine (9) month lag.

Note 2: The Business Lead and Mechanic Lead positions are both filled only when there are not a Foreman and/or Lead Parts Person/Shop Assistant.

* These wages will be adjusted on September 1, 2007 to reflect the 85% wage scale described above.

2.2 Work Week - The above salaries are based on a standard work week for forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days.

2.3 Additional Compensation - Time worked in excess of forty (40) hours per week, as authorized by the Director of Transportation, shall be paid at the applicable overtime rate. The same daily schedule of work shall prevail in any one (1) week. Any time worked in excess of forty (40) hours per week shall be considered overtime. No employees shall be required to work beyond 6:00 p.m.; however, mechanics are on call twenty-four (24) hours a day in case of emergency. Call back service when authorized shall be paid at the overtime rate for not less than two (2) hours. In those cases where a mechanic shall receive two (2) times the regular rate of pay in addition to the paid holiday.

3.0 VACATION ALLOWANCE

3.1 Vacation shall be allocated and scheduled as follows:

3.1.1 Each full-time employee shall receive annually two (2) weeks vacation with pay.

3.1.2 After five (5) years of continuous service with the school district, full-time employees shall receive three (3) weeks paid vacation.

3.1.3 After ten (10) years of continuous services with the school district, full-time employees shall receive four (4) weeks paid vacation.

3.1.4 After the fifteenth year of service, paid vacation time shall be allocated as follows:

	Year	Days
2007-2008	16 and above	21
2008-2009	16	21
	17 and above	22
2009-2010	16	21
	17	22
	18 and above	23

3.1.5 Length of service will be computed as of the employee's hiring anniversary date.

3.1.6 Part-time employees shall receive a pro-rata vacation.

3.1.7 It is further understood that the Director of Transportation will arrange for the fulltime employee's vacation beyond the standard two (2) week period consistent with the work schedule of the respective department. It will be the practice to guarantee two (2) consecutive weeks with the balancing being allotted as mutually agreed.

3.1.8 Employees may accumulate up to a maximum of 50 days of vacation.

3.2 Upon transferring from one District department to another, employees shall maintain their vacation accrual rate according to their years of service with the District.

3.3 Upon retirement or death, employees shall be compensated a maximum of thirty (30) days for unused accumulated vacation at their hourly rate of pay.

4.0 HOLIDAYS

The following holidays shall be designated as such and any work performed on holidays, as designated on the District's annual calendar, shall be paid for at the overtime rate for not less than four (4) hours:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving	President's Day
Friday after Thanksgiving	Memorial Day
Christmas Eve	Independence Day
Christmas	Day preceding or following July 4
New Year's Eve	(as designated on annual calendar)

5.0 LEAVES

Basis for granting leave:

5.1 Sick Leave (accumulative)

- 5.1.1 Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated without limitation. Employees shall be compensated annually and/or upon retirement or death for unused sick leave credits in a timely manner and in accordance with District policies and the laws of the State of Washington.
- 5.1.2 One (1) day of sick leave is defined as being equal to the employee's regular work day.
- 5.1.3 Sick leave shall be used for employee absence caused by personal illness, injury or disability, including pregnancy and in the case of an ill child.
- 5.1.4 For each day's absence due to personal illness in excess of sick leave allowance, deduction of a full day's salary shall be made.
- 5.1.5 A doctor's certificate may be required from an employee after five (5) days of absence.
- 5.1.6 Unused sick leave shall be transferred to and/or received from other public school districts in the State of Washington. Accumulated sick leave will be retained by an employee who is terminated due to reduction in force or granted a leave for a period of one (1) year.

5.2 Sick Leave/Coordination - Industrial Insurance

Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use sick leave to the amount of their earned credit less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay. Any overpayments must be returned to the District by the employee.

5.3 Bereavement Leave - Non-cumulative

A maximum of five (5) days bereavement leave shall be allowed for each death in the immediate family and up to (1) day for funerals of other relatives and/or friends.

5.4 Personal Leave

- 5.4.1 Three (3) days of personal leave will be allowed for each employee in event of serious illness within the immediate family or personal business, cumulative up to a maximum of 6 personal leave days. No additional explanation shall be requested by the District. Such

absence shall be reported on form PS 102 and approved by the Human Resources Office. Upon request reason(s) for denial shall be given by the District.

5.5 Temporary Disability Leave

5.5.1 Each employee who, for medical reasons, cannot perform the functions of his/her assigned position shall be considered eligible for a temporary disability leave with sick leave benefit.

5.5.1.1 An employee requesting a leave due to temporary disability shall submit the leave request to the Human Resources Office at least ten (10) days in advance of the proposed starting date of the leave.

5.5.1.2 The effective date of the leave will be determined by the Human Resources Office in consultation with the employee and his/her physician.

5.5.1.3 An employee on temporary disability leave shall receive sick leave benefits up to the number of sick leave days accrued and shall retain all other rights and benefits.

5.5.1.4 The District shall have the right to request a physician's certificate of disability while the leave is in effect.

5.5.1.5 Termination of the temporary disability leave shall be when the employee's attending physician confirms the ability of the employee to resume normal duties of the assigned position. In the case of pregnancy, expiration of the temporary disability leave shall be no later than sixty (60) calendar days after the termination of the pregnancy.

5.6 Jury Duty

An employee who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.

6.0 APPRENTICESHIP

In the interest of training good, qualified mechanics, it is understood that the District, when hiring other than journeymen mechanics, will adopt the Seattle Automotive Machinists Joint Apprenticeship Standards developed by the Seattle Automotive Machinists Joint Apprenticeship Committee and registered with the Washington State Apprenticeship Council.

7.0 RETIREMENT

All employees must mandatorily belong to School Employees Retirement System SERS and will retire consistent with State Rules and Regulations.

8.0 TERMINATION OF EMPLOYMENT

Termination of employment under normal circumstances should require not less than fifteen (15) days notice; however, the District shall have the authority to suspend an employee without pay where charges are of a serious nature, for a period of not more than fifteen (15) calendar days while investigation is being made. If the investigation clears the employee of all charges, he will be reinstated. If the charges against the employee are sustained, the employee is considered discharged as of the date of suspension without further compensation. All employees shall be entitled to receive a statement of reasons for discharge and have an authorized Union representative present to a hearing upon request.

9.0 SENIORITY

If qualifications are equal, seniority will prevail in the event of reduction or increase of staff or in promoting employees to higher positions and filling vacancies. Regular part-time employees will be given first chance for additional work where qualified. The grounds equipment mechanic shall only have seniority for the said position and not transferable to the position of journeymen mechanic.

10.0 OTHER PROVISIONS

10.1 It shall be understood that mechanics and leads coming under this salary schedule shall provide their own hand tools (1-1/4" opening and under). Other tools will be furnished by the District. All tools will be furnished to the grounds equipment mechanic as required and determined by the District. The District will reimburse for broken, lost and additional tools upon receipt being presented to and approved by the Director of Transportation, for a maximum reimbursement of one thousand dollars (\$1000).

10.1.1 Each journeyman mechanic will provide a current tool inventory to the Business Services office as of June 30 each year.

10.1.2 The District shall provide insurance covering the loss of hand tools owned by the employee and as listed with the district. Other tools will be furnished by the Shoreline School District. Tool replacement shall be at current tool replacement cost and by same brand name.

10.1.3 Other expenses qualifying for reimbursement under tool reimbursement provision. Receipts for replacement of work shoes up to two hundred dollars (\$200.00) per year and personal safety equipment (such as fitted safety glasses, etc.) are

acceptable as part of tool cost reimbursement. The tool reimbursement provision can also be used to reimburse an employee for registration costs to attend professional training workshops/clinics, if authorized by the Transportation Director.

- 10.2 Coveralls shall be furnished and laundered by the District. A minimum of three (3), plus one (1) spare per week will be provided.
- 10.3 Journeyman mechanics shall not be required to drive buses except in emergencies and/or for mechanical maintenance purposes, including state inspections.

10.4 ASE Certification Premium

Employees with Automotive Service Excellence (ASE) certification in job-related bus categories shall receive an annual stipend of \$281 per ASE certification, up to 4 certifications.

Job-related ASE bus certifications are:
suspension and steering;
diesel engines;
brakes;
drive train;
electrical/electronics;
body systems and safety equipment.

For initial certifications obtained after September 1 of any year, the certification stipend will be paid in the month following certification. For continuing certifications, the stipend will be paid in one lump sum on the September pay warrant.

10.5 Inspection Incentive

10.5.1 Incentive Pay. The District agrees to provide merit pay compensation in addition to the employee’s regular hourly rate for those who demonstrate superior performance on annual state bus inspections. The additional incentive payment for each school year shall be as follows:

For the summer/scheduled inspections:

<u>Inspection Result’s</u>	<u>Payment</u>
3-4 buses rated “out of service”	\$ 750
1-2 buses rated “out of service”	\$ 850
0 buses rated “out of service”	\$1,000

The incentive payment will be made in a single payment in the pay period following the release of inspection results.

10.5.2 Summer Inspection / Mid-year Random Inspection - Incentive Days – For both the summer and mid-year random inspection, if the achieved result is “no buses out of service” for that particular inspection, each employee will also receive the right to schedule in

advance, subject to the supervisor's approval, one day off with pay between the date of notification of the inspection results and August 31 of the following calendar year.

Employees are eligible to receive one (1) incentive day per outstanding inspection. The occurrence of overtime, illness or staff shortages or peak work demand periods shall be sufficient reason to deny the time off or revoke the approval and ask the employee to re-schedule the time off. This day of compensation is available for use during the calendar months following the inspection in which it was earned. Incentive days must be used within the specified time period or will be lost. Incentive days are not subject to carry-over or cash out.

10.6 Technological Change

Technological changes which affect jobs in the bargaining unit will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status.

10.7 Commercial Driver's License (CDL)

The District will pay District-required federal licensing fees to mechanics. The District will also allow mechanics the right to District-paid CDL physical examinations as provided regular bus drivers. These District-paid examinations are being conducted by Virginia Mason Hospital. In the event a mechanic desires to use a doctor or facility other than Virginia Mason, the District's contribution will not exceed the cost charged by Virginia Mason for an individual CDL physical.

10.8 Subcontracting

Excepted as provided herein, the District shall not contract out work performed as of the date of this contract by members of this bargaining unit, if the contracting of such work eliminates or reduces the hours of work for members of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the District shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the District is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the District at the time action is required and which could not reasonably have been foreseen or the District is not reasonably able to provide the necessary tools, personnel, or equipment to timely perform the work, the District

shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

11.0 GROUP INSURANCE

Group Insurance (Basic)

- 11.1 Each employee working twenty (20) or more scheduled hours per week is eligible to participate in the District's Basic Group Insurance Program.
- 11.2 Effective September 1, 2007, seven hundred seven dollars (\$707.00) per month shall be provided for each full-time employee for the District's basic group insurance program. The cost of mandatory group dental insurance, vision, long term disability (LTD) and term life insurance (which pays the annual salary for the employee) will be subtracted from the \$707.00 and the remainder will be applied toward any District-approved medical insurance coverage (e.g. Premera or Group Health Cooperative). Any remaining portion of the medical insurance premium shall be deducted from the employee's salary warrant. The District will continue to pay the monthly retiree carve-out costs to the State of Washington.

Full-time employees shall be any employee working 1,440 or more regular schedule hours during the school year. Employees working less than 1,440 hours shall receive a prorated share of \$707.00.

Potential Adjustment – Any portion of the Employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other bargaining unit Employees with out-of-pocket medical insurance premium costs. This monthly pool amount will be calculated in October, and then recalculated in January, April and July of each year (for distribution during the three months following such months). Each month, each Employee with out-of-pocket costs will be credited with an equal dollar amount of the pool up to the total cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").

The amount of the mandatory employer taxes not expended by the District due to employee participation in a Section 125 individual medical savings account shall be added to the insurance pool. This amount shall be calculated based on elections which take effect January 1 of the current school year.

11.3 Optional Supplemental Insurance

An employee may elect to have optional group insurance programs approved by the District (e.g. Supplemental Life, two times annual salary, American Fidelity Short Term Disability Insurance and INA - High Limit Accident) deducted from their salary warrant. The entire premium for any of these optional supplemental insurances will be a full salary deduction. None of the unused contribution, from the Basic Group Insurance as described above can be applied to the Optional Supplemental Insurance premiums.

- 11.4 The District Advisory Insurance Committee shall assist in determining the types of insurance programs to be provided to employees subject to approval by the Board.
- 11.5 The District will continue to offer a Section 125 plan for health care expenses and/or dependent care.

12.0 GRIEVANCES

- 12.1 In the event that any difference arises between the district and the Union, or any employee, concerning the interpretation, application or compliance with the provisions of this agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein.

Grievance Steps

- 12.1.1 The employee shall first discuss the grievance with his/her immediate supervisor with a representative of the Union present. Every effort should be made at this level to resolve the grievance.
- 12.1.2 If no settlement is reached at Step 1, the Union representative, if he/she considers the grievance to be valid, will reduce in writing a statement of the grievance. The statement will be submitted in writing within ten (10) calendar days, to the immediate supervisor for reconsideration with copies transmitted by the Union to the Executive Director of Human Resources of the District. These parties, within seven (7) calendar days, shall submit a written statement as to the disposition of the grievance.
- 12.1.3 If no settlement has been reached in Step 2 within the specified time limits, the Union representative may within ten (10) calendar days, submit the written grievance to the Superintendent or designee. These parties, within ten (10) calendar days from submission of the grievance statement, shall resolve the dispute and indicate by written statement the grievance disposition.
- 12.1.4 If the disposition of the grievance by the Superintendent or designee is unacceptable, the Union Representative may, within fifteen (15) calendar days of the response from Step 3, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

- 12.1.4.1 The Arbitrator shall limit his decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this agreement or staff evaluation.
 - 12.1.4.2 There shall be no appeal from the Arbitrator's decision if within the scope of his authority. It shall be final and binding on the Union, the Employee(s) involved, the Administration, and the Board.
 - 12.1.4.3 The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 12.2 The grievance procedure outlined in this Agreement shall not preclude the employee and/or the Union from taking legal steps available to them through the courts of competent jurisdiction.
 - 12.3 The union shall have an opportunity to be present at all grievance meetings.
 - 12.4 If an employee and/or the Union representative fails to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. If the District at any step fails to respond within the required time limits, the grievance shall automatically move to the next step. However, the District and the union may mutually agree to extend the time limits at any one of the steps.

13.0 UNION MEMBERSHIP

It is agreed that all employees coming under the terms of this Agreement, who have been in the employ of the employer for a period of thirty (30) days commencing from the first date of employment shall make application to and become and remain members in good standing of the Automotive Machinists Union, Lodge No. 289, and that the employer shall discharge any employee as to whom the Union, through its business representative, delivers to the employer a written notice that such employee is not in good standing. Provided that no employer shall justify any discrimination against an employee for non-membership in the Union:

- 13.1 if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or,
- 13.2 if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly.
- 13.3 The District agrees that bargaining unit members may join the Union's pension program, at the employees' expense, if electing to do this as a bargaining unit. The Union will notify the District if the bargaining unit

chooses to do this and will give the District a reasonable period of time to facilitate any additional payroll deduction which is necessary to implement participation in such plan.

14.0 RESIGNATION

Employees shall give fifteen (15) days notice. If there are circumstances that require resignation with less than fifteen (15) days notice, approval must be obtained from the school district.

15.0 MANAGEMENT RIGHTS CLAUSE

15.1 Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the employers' inherent and traditional right to manage their respective businesses as has been their practice in the past. The Union recognizes the right of the employer to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to layoff, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work to introduce new and improved work methods or equipment and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

15.2 The exercise of the employers' rights stated herein is an exclusive function of Management. The exercise of the Management Rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.

15.3 The above statement of Management Rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either Management or Union.

16.0 SEVERABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

17.0 ADOPTION AND RENEWAL

- 17.1 This Agreement represents the Shoreline Board of Directors' desire to pay the best salaries possible to its employees based upon the available revenues accruing to the District. A certified copy of this Salary Schedule and Provisions for Automotive Mechanics as adopted by the Board of Directors, shall be forwarded to the Automotive Machinists Union, Lodge No. 289.
- 17.2 This Agreement shall take effect as of September 1, 2007 and shall be in full force and effect until August 31, 2010.

Approved and signed, as ratified by the undersigned and the Board of Directors of the Shoreline School District, on this _____ day of _____ 2007.

Ron Harrell
Business Representative
Automotive Machinists Union
Lodge No. 160, IAM Local #289

Sue Walker
Secretary
Shoreline Board of Directors

Bill Fritz, Director
Human Resources