

**Collective Bargaining Agreement**

**between**

**Northshore School District No. 417**

**and**

**Automotive Machinists Lodge No. 289  
(Representing Bus Mechanics)**

**September 1, 2017 through August 31, 2020**

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**2017-2020 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
AUTOMOTIVE MACHINISTS LODGE NO. 289  
AND  
NORTSHORE SCHOOL DISTRICT NO. 417**

EFFECTIVE SEPTEMBER 1, 2017

PREAMBLE

The purpose of this agreement is to provide through collective bargaining for harmonious relationships between the school district and its employees, to secure an amicable and fair disposition of grievances and to prevent interruption of work, stoppage of employee's payrolls and permit efficient operation of the school district's mechanical department and the protection of the interests of the taxpayers.

The Union recognizes the ability of the school 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 mechanical department. In furtherance, therefore, of the above stated purposes, it is hereby agreed:

ARTICLE I

1.0 UNION SECURITY

1.1 It shall be a condition of employment that all employees of the employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the thirtieth (30th) day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union; provided: a) where the effective date of the agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security Clause b) that employees in training shall have a 30 calendar day trial period in which to qualify for a regular or substitute assignment before Union membership is required, and may be discharged at any time during the trial period of thirty (30) days, c) that employees working forty (40) hours or more per month shall be required to join the Union.

Substitute employees who are unable to accept regular employment will be required to pay a service fee equivalent to one month's dues for each month in which they work forty (40) or more hours. The service fee does not apply to employees 62 years of age and over who are receiving Social Security retirement benefits.

2.0 DUES DEDUCTION

2.1 Upon receipt of a written authorization individually by a bargaining unit employee, the employer shall deduct from the pay of such employee the amount of dues as certified by the Secretary of the Union to be uniformly required as a condition of membership in the Union and shall transmit the same to the Treasurer of the Union.

2.2 Dues deduction authorization by the employee shall be on a form approved by the parties hereto and shall be effective for the term of this agreement.

2.3 The Union will indemnify, defend and hold the employer harmless against any claims made against and any suit instituted against the employer on account of any check-off of union dues. The Union agrees to refund to the employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

### 3.0 SALARY SCHEDULE

3.1 The wage schedule for the bargaining unit shall be as displayed in Appendix B.

### 4.0 MANAGEMENT RIGHTS CLAUSE

4.1 Except to the extent specifically abridged by specific provisions of this agreement, the Union recognizes the employer's inherent and traditional right to manage its respective business as has been its 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 employee; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, 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 time 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.

4.2 The exercise of the employer's 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.

4.3 The above statement of Management Rights is not intended to be exclusive.

### 5.0 WORK WEEK

5.1 The above salaries are based on a standard work week of forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days. When a work week of 4 days/10 hours is to be utilized, the District will inform the Union and provide the parties with an opportunity to discuss how the work week will be implemented.

5.2 Automotive machinists will be on duty opening day and during the first week of school each year.

### 5.3 SECOND SHIFT

5.3.1 In the event the District implements a second shift (i.e., swing or night shift), employees who work the second shift shall receive an additional 10% of the employee's regular hourly rate of pay per hour worked of the eight hour shift. The second shift shall be a shift that commences at 2:00 P. M. or later.

5.3.2 Generally, absent unusual circumstances, an employee's assigned work shift shall be the same for an entire week. In the event of unusual circumstances, the District shall schedule shifts for employees as needed for safety and/or work coverage. In the event a scheduled shift is changed for a temporary period of time not to exceed four consecutive workdays, the employee will continue to receive the shift differential if the employee was on second shift at the time of the change or will receive the second shift differential when so temporarily assigned to the second shift. For temporary shift changes in excess of four workdays, the appropriate rate (with or without the second shift differential) will be paid as if the shift change was made consistent with Section 5.3.1.

5.4 When the worksite is closed due to unforeseen circumstances or inclement weather situations, and an employee reports to work before the closure notice is communicated via emergency procedures to staff and students, the employee shall receive pay for all hours worked or four (4) hours minimum pay, whichever is greater.

6.0 ADDITIONAL COMPENSATION

6.1 The time worked in excess of 40 hours per week, as authorized by the supervisor of the automotive machinists shall be considered overtime and shall be paid at the rate of time and one-half. The same daily schedule of work shall prevail in any one week. Any time worked in excess of eight hours per day shall be considered overtime.

6.2 Emergency call back service for employees will be paid for at the overtime rate of not less than four (4) hours.

6.3 For specific, prearranged duties, planned call back service for employees will be paid at the overtime rate of not less than two (2) hours. Planned call back shall be mutually agreed upon between the District and the employee(s).

6.4 The four (4) hour and two (2) hour minimum apply only when an employee is called back and such is not contiguous with their scheduled shift.

6.5 Overtime required of an employee immediately before or after regular hours will not be covered by these call back provisions.

7.0 VACATION ALLOWANCE

7.1 All employees shall receive paid vacation according to the following schedule:

01 through 03 years employment	10 days paid vacation
04 through 06 years employment	15 days paid vacation
07 through 14 years employment	20 days paid vacation
15 through 19 years employment	21 days paid vacation
20 through 24 years employment	22 days paid vacation
25 or more years employment	24 days paid vacation

7.2 Vacation schedules shall be mutually agreed to by the employee and his immediate supervisor.

7.3 After six (6) months of employment, one (1) week of vacation will be allowed. No vacation time will be granted for less than six (6) months.

7.4 It is understood automotive machinists will give ten (10) days notice before taking vacation.

8.0 LEGAL HOLIDAYS

8.1 All automotive machinists will be given the following ten legal holidays:

- |       |                  |        |                                    |
|-------|------------------|--------|------------------------------------|
| 8.1.1 | New Year's Day   | 8.1.6  | Veterans' Day                      |
| 8.1.2 | President's Day  | 8.1.7  | Thanksgiving Day                   |
| 8.1.3 | Memorial Day     | 8.1.8  | Friday following Thanksgiving      |
| 8.1.4 | Independence Day | 8.1.9  | Christmas Day                      |
| 8.1.5 | Labor Day        | 8.1.10 | Martin Luther King, Jr.'s Birthday |

8.2 Plus the following three school holidays:

- 8.2.1 July 3
- 8.2.2 Last work day before Christmas
- 8.2.3 Last work day before New Year's Day

8.3 In the event work is required on the above normal holidays, employees will receive premium pay at double the usual rate in addition to holiday pay.

8.4 When Independence Day, Christmas Day and New Year's Day fall on Saturday or Sunday, either the preceding Friday or the Monday following shall be given as a holiday; provided that if school is in session on the Friday preceding or the Monday following, an additional day's vacation shall be given.

9.0 ILLNESS, INJURY AND EMERGENCY LEAVE

9.1 The following provisions for illness, injury and emergency leave are established in accordance with State laws and regulations.

9.2 At the beginning of each work year, each employee will be credited with twelve days of illness, injury or emergency leave, which will accumulate from year to year and such accumulated leave may be taken at any time during the year.

9.3 The District may require an employee using illness or injury leave to provide the District with a physician's certificate or with a notarized statement executed by the employee attesting that such leave was taken for the employee's personal illness or injury. Failure upon demand to provide the District with said certificate or statement may result in deduction.

9.4 Accumulated days of the illness, injury and emergency leave may be used as emergency leave, provided that such emergency leave is used for one or more of the following purposes:

- 9.4.1 Serious illness or injury in the immediate family;
- 9.4.2 Court appearance or hearing in which the employee is an individually named defendant or respondent;
- 9.4.3 Birth of a male employee's child; or
- 9.4.4 Disaster created by forces of nature having serious deleterious effects upon the employee's property, health, or family safety.

9.5 The situation requiring use of emergency leave must be serious, essentially unavoidable, where preplanning is not possible, of major importance, and not for the mere convenience of the employee.

- 9.6 Emergency leave days not used shall accumulate annually with illness and injury leave days for each employee.
- 9.7 Illness, injury and emergency leave days shall be allotted on a pro rata basis for employees entering service during the school year.
- 9.8 Unauthorized use of illness, injury or emergency leave by an employee shall constitute probable cause for disciplinary action.
- 10.0 PERSONAL LEAVE
- 10.1 The District shall grant each employee two (2) days of personal leave with pay for the purpose of compelling matters.
- 10.2 An employee desiring personal leave for compelling matters shall submit a written request for such to the Transportation Manager, stating the reason as "compelling matters," or include a brief statement of the reason for the request for the leave as certification that the problem attendant with the request cannot be handled outside of the contracted work day.
- 10.3 Personal leave shall be cumulative up to a total of six (6) days.
- 10.4 Employees whose religious affiliation requires observance of mandatory holy days during the work year and during work hours shall be granted one day of leave for this purpose. An employee may also use personal leave for such purposes.
- 10.5 Each July, employees may elect to receive monetary compensation for unused accumulated personal leave, provided, that the employee has at least two (2) days of accumulated leave on record as of June 30 and that the employee provides written notice to the Payroll Office by July 15 of his or her intent to convert his or her accumulated personal leave to monetary compensation.
- 10.6 For eligible employees electing monetary compensation, the personal leave balance of June 30 or a lesser amount of the balance if indicated by the employee shall be converted to monetary compensation at the amount of twenty-five percent (25%) of the employee's current per diem rate of pay.
- 10.7 The "per diem rate of pay" shall be determined by dividing the annual rate of pay for permanent employees by the actual number of days worked during the work year, excluding paid holidays and paid vacation days and exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
- 10.8 All personal leave converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated personal leave balance.
- 10.9 PERS Plan I members are not eligible for personal leave monetary compensation for personal leave earned during the last years of service. If an employee retiring under PERS Plan I receives personal leave monetary compensation for personal leave earned during the last years of service used to calculate retirement, the District shall deduct the amount from the employee's final pay.

10.10 The estate of an eligible deceased employee shall receive monetary compensation for unused personal leave at the rate of twenty-five percent (25%) of the deceased employee's current per diem rate of pay, consistent with Section 10.6 above.

11.0 BEREAVEMENT LEAVE (NON-ACCUMULATIVE)

11.1 A maximum of five (5) days bereavement leave shall be allowed for each death in the immediate family or others living in the same immediate household (spouse, mother, father, child, sister, brother); and a maximum of three (3) days for mother-in-law or father-in-law, sister-in-law, brother-in-law, grandparent or grandchild and up to one day (1) day for funerals of other persons.

12.0 RETIREMENT

12.1 Retirement at a mandatory age shall only be as required by law.

13.0 TERMINATION OF EMPLOYMENT

13.1 Termination of employment under normal circumstances should require not less than thirty (30) days' notice; however, the District shall have the authority to suspend an employee without any 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.

13.2 Resignation: Any employee who terminates without giving the District a two (2) week notice shall forfeit any earned and accrued vacation pay, unless mutually agreed between the District and the employee.

14.0 HEALTH AND WELFARE—GROUP INSURANCE PROGRAMS

14.1 The District agrees to make available to eligible employees (employed more than four hours per day or more than 20 hours per week), the following insurance programs and provide an insurance benefit amount equivalent to the amount provided by the State for K-12 classified employees on a one (1) FTE basis per month per eligible employee. Such amount shall be updated each December for a twelve-month period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>. Additionally, the District shall fund the amount required by the Health Care Authority for the school employee retiree subsidy fund. All eligible employees are required to participate in the dental, vision/hearing, life, and long-term disability insurance plans. Medical plan participation is optional. Insurance coverage for eligible employees is provided within the terms of District Insurance contracts.

14.2 Dental Insurance – The District shall pay for eligible employees the full premium necessary to fund district administered dental insurance plans covering the employee, spouse, and dependents. The general provisions of the plan coverage, including exclusions, limitations, and procedures will be included in a District publication developed by the District Benefits Committee which will be available on the District website. Copies will be available upon request. The District shall make contributions toward dental insurance premiums for eligible employees as approved by the District Benefits Committee.



14.3 Vision/Hearing Insurance – The District shall pay for eligible employees the full premium to fund a district administered vision/hearing insurance plan covering the employee, spouse, and dependents. The general provisions of this plan will be included in a District publication developed by the District Benefits Committee which will be available on the District website. Copies will be available upon request.

14.4 Life Insurance – The District shall pay for eligible employees the full premium for the employee’s basic term life insurance including an accidental death and dismemberment policy in an amount equal to the employee’s contracted base annual salary.

Employees shall have the option to double or triple the amount of basic life insurance coverage by the employees’ base annual salary, provided each employee taking this option authorizes a payroll deduction to pay the additional premium.

14.5 Long Term Disability – The District agrees to pay for eligible employees, the full premium for employee’s long-term disability coverage.

14.6 Salary Insurance – The District agrees to make available at employee expense the American Fidelity Assurance Company salary insurance program.

14.6.1 Cancer Insurance – The District agrees to make available at employee expense the American Fidelity Assurance Company cancer insurance program.

14.7 Medical Insurance – After paying the premiums for dental insurance, vision/hearing insurance, long-term disability, and basic life insurance as provided above, the District shall make contributions toward medical insurance premiums for eligible employees as approved by the District Benefits Committee.

14.7.1 Each eligible employee may utilize the remaining balance of the insurance benefit amount (after payment of dental, vision/hearing, life, and long term disability insurance premiums) by enrolling in one of the medical insurance programs.

14.7.2 Pooling – Medical insurance premiums shall be based upon a single rate structure with proportional pooling and cost limiting procedures being applied to all eligible District employees as follows:

- A. The District shall calculate the premium for each eligible employee from a single-rate premium schedule provided by the insurance carriers based on the family category selected by the employee.
- B. In the event the eligible employee’s total insurance cost, including the selected medical coverage exceeds the insurance benefit amount per month, a monthly payroll deduction shall be made in the amount of the excess.
- C. For employees who have a total insurance cost of less than the insurance benefit amount per month, the balance shall go into a district-wide pool of funds to be disbursed to reduce payroll deductions for those employees whose cost exceeds the insurance benefit amount per month. Additionally, for these employees, the state mandated “out-of-pocket” monthly deduction will also be deposited into this pool.

D. The pool amount shall be used to reduce payroll deductions for medical insurance. Each employee's deduction shall be reduced by the same percentage. The percentage shall be determined by comparing the pool dollars available to the total premiums in excess of the insurance benefit amount. The estimated employee deduction and pool share shall be adjusted annually to distribute the pool equitably.

- 14.8 Other Insurance Programs – The District shall participate in other insurance programs as required by law, e.g., Workers' Compensation and Unemployment Compensation.
- 14.9 Credit Union Deductions – At the option of an employee, the District shall deduct from his/her monthly salary, and deposit directly with Inspirus Credit Union or Mountain Crest Credit Union an amount designated by the employee.
- 14.10 Retirement Program – Any employee employed prior to October 1, 1977, working at least seventy (70) hours per month shall by law be a member of the Washington Public Employees Retirement system (PERS) Plan One. Any employee working at least seventy (70) hours per month, entering employment on or after October 1, 1977, shall by law be a member of the School Employees Retirement System, Plan Two or Three. The District shall provide each new employee information concerning PERS and SERS membership benefits.
- 14.11 District Benefits Committee – The District shall provide opportunities for employee groups to communicate on insurance matters with representation on the District Benefits Committee.
- 14.12 Annual Insurance Coverage – The District shall make appropriate payment of all premiums for each eligible employee to assure coverage for the full twelve (12) month period commencing October 1<sup>st</sup> and ending September 30<sup>th</sup>, although the premium and benefit amount shall be adjusted each December for a January 1<sup>st</sup> through December 31<sup>st</sup> annual period.
- 14.13 New Employee Insurance Program – New employees to the District are eligible for insurance programs on the first day of the month following the date of employment if work is begun on or before the 15<sup>th</sup>. Employees who begin work after the 15<sup>th</sup> of the month will be eligible for coverage for the second calendar month after their first day of work. Eligibility for medical insurance requires enrollment within thirty (30) days of employment
- 14.14 Terminating Employee Coverage – If an employee terminates his/her employment, insurance shall continue to the end of the following month in which termination occurred.
- 14.15 Tax Deferred Annuities – The Board of Directors for the District shall provide and pay for such tax deferred annuities pursuant to RCW 28A.400.250 as the union shall request and the Board of Directors shall authorize. Payment for said annuities shall be at the option of the employee and deducted from the monthly salary as authorized by the individual employee.
- 14.16 Alternate Pre-Tax Deduction – Section 125 – Internal Revenue Service Code Section 125 – In addition to the standard process, the District shall provide for processing payroll deductions for medical premiums as allowed within the Internal Revenue Service Code 125 on a pre-tax basis when elected by individual employees. The District shall establish a Section 125 plan providing for pre-tax payroll deductions for payment of dependent care expenses and unreimbursed medical expenses as allowed under IRS Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan. The District shall pay related administrative costs and establish administrative procedures. District savings resulting from employee participation in

Section 125 plans for healthcare reimbursements and dependent care expenses will be passed directly back into the health benefits program.

14.17 Health Reimbursement Plan (VEBA) – The District and Association will, subject to a vote of the employees, participate annually in the Voluntary Employee Benefit Account (VEBA) for eligible employees.

14.18 Deferred Compensation Plan – In accordance with the provisions of RCW 41.50.030 (2), 41.50.088 (2), 41.50.770, and 41.50.780, and as provided in Section 457 of the Internal Revenue Service Code, the Board of Directors has established through the State of Washington, a Deferred Compensation Plan (DCP). The DCP is a supplemental retirement plan that offers District employees control and flexibility over their individual investments while reducing taxable income. The plan provides an option to the employee to invest income from their monthly salary on a pre-tax basis in an amount authorized by the individual employee. The Department of Retirement Systems administers the plan.

14.19 Health Savings Account (HAS) – The District shall establish a Health Savings Account plan providing for pre-tax payroll deductions by the employee which conforms to the Internal Revenue Service Code for employees who qualify for, and are enrolled in, a Qualified High Deductible Health Plan (HDHP). All contributions are owned by the employee and can be rolled over and accumulated year to year.

## 15.0 SENIORITY

15.1 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.

## 16.0 GRIEVANCES

16.1 The employees will select a committee of not more than two (2) which will be known as the Shop Committee and which will be recognized by the District.

16.2 Any grievance by an employee arising from interpretation of this agreement relative to hours, wages, overtime, working conditions, discriminations, classifications or other items, shall be referred to the Shop Committee within three (3) days. Further steps, if necessary, shall be in accordance with the following procedure:

16.2.1 A grievance not settled by the Shop Committee shall first be taken up with the Transportation Manager or other official designated by the District.

16.2.2 If the grievance is not resolved in a period of six (6) days after being brought to the attention of the District, it shall automatically be referred to a representative of the District and the business representative of the Union.

16.2.3 If the parties (in Step 2) cannot reach agreement on the disposition of the grievance in ten (10) working days, the grievance shall be referred promptly, in writing, to an arbitration committee, this committee to consist of one representative from the District, one representative of the Union and a third member chosen by these two.

16.2.4 The decision of this arbitration committee shall be binding on all parties to the grievance.

16.2.5 Should the arbitration committee fail to reach a decision on a grievance in five (5) days, the Union may request to the school board that an arbitrator be obtained to assist in the resolution of the grievance.

17.0 NO STRIKES OR LOCKOUTS

17.1 During the life of this agreement, no strikes or work stoppages shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the employer. Any employee who commits any act prohibited in this section will be subject in accordance with the school District work rules to the following actions or penalties:

17.1.1 Discharge

17.1.2 Suspension or other disciplinary action.

18.0 COVERALLS

18.1 Coveralls and two jackets (at a cost not to exceed seventy-five dollars (\$75.00) each) shall be furnished and laundered by the District.

19.0 TOOL ALLOWANCE

19.1 The required allowance shall be included in the employee's January pay and the employee will furnish and maintain all hand tools up to three-quarter (3/4) inch drive and thirty two (32) millimeter (MM).

19.2 Each apprentice, journey-level mechanic and the foreman shall receive an annual tool allowance of \$1075. A mechanic's assistant shall receive an annual tool allowance of \$700.

19.3 In cases of loss of employee owned but District required hand tools due to non-arson fire or forced entry on the Employer's premises, the District shall reimburse employees for direct damage to those tools. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the Employer. Employees shall notify the Employer whenever they remove their tools from the Employer's premises.

19.4 To be eligible for the annual tool allowance, the employee must have been hired into a bargaining unit position of other than substitute for a minimum of ninety (90) workdays at the time of distribution of the allowance.

20.0 APPRENTICESHIP AND NEW HIRES

20.1 In the interest of training good, qualified automotive machinists, it is understood that the school district, when hiring other than journeyman automotive machinists, will adopt the Greater Puget Sound Area Automotive Machinists Apprenticeship Standards developed by the Greater Puget Sound Area Automotive Machinists Apprenticeship Committee and registered with the Washington State Apprenticeship Council.

20.2 New Hires: The District will endeavor to secure employee input in making new hire decisions for bargaining unit positions and may, as appropriate, utilize employees during the hiring process (screening, interviewing, testing, etc.).

21.0 JURY DUTY

21.1 Automotive machinists shall be released with pay if subpoenaed to testify in court, or to serve as a juror; juror and witness fees to be returned to the District.

22.0 EMPLOYEE ATTENDANCE INCENTIVE PROGRAM

22.1 The employees shall receive compensation for eligible accumulated illness and injury leave as an employee attendance incentive program in accordance with the conditions contained in Appendix A of this agreement.

23.0 SUBCONTRACTING

23.1 Except as provided in this section, the Employer shall not contract out work performed as of the date of this Agreement 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 Employer shall have the right to make the final decision regarding subcontracting.

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

In the case of circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen or the Employer is not reasonably able to provide the necessary tools, personnel or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

24.0 DRUG AND ALCOHOL TESTING

24.1 Random, reasonable suspicion, return to work, post-accident drug and alcohol testing shall be conducted pursuant to State and Federal law. Random testing shall occur during the employee's normal working hours.

ARTICLE II

25.0 SEVERABILITY

25.1 In the event that any provision of this agreement shall at any time be declared contrary to law by any court of competent jurisdiction or through government regulations of 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.

26.0 TERMINATION AND RENEWAL

26.1 This agreement shall be in force and effect until August 31, 2020. The agreement shall take effect September 1, 2017. If either the Union or the Employer desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

26.2 The recommendation of the District Benefits Committee shall be accepted for insurance benefits each year of the agreement.

26.3 The District and the Union have agreed to use a mid-point compensation comparison as a mechanism to examine wages. Between November 1 and December 31, the District will conduct a compensation survey of the following school districts: Bellevue, Edmonds, Federal Way, Issaquah, Kent, Lake Washington, and Shoreline. Compensation shall include the annual base salary for Journeyman mechanics plus the average Tool Allowance calculated across all districts. The district will also calculate the average length of service for all mechanics in order to determine which longevity band to use in the comparison (1 year, 6 years, 12 years, 18 years, or 24 years). If the total annual compensation for Journeyman Bus Mechanics at the average longevity step for Northshore is below the average annual compensation for similar positions in the comparison districts, the current rates of pay contained in Appendix B shall be adjusted upward to reflect that figure and applied retroactively to September 1st.

Effective September 1, 2017, District shall increase the 2017-2018 rates in Appendix B by the percentage enacted by the Washington State Legislature for K-12 Cost of Living Adjustment for classified employees. In addition, the District will conduct a mid-point compensation survey as described above.

For the 2018-19 school year, the wages in Appendix B shall be increased by a percentage equal to the annual average consumer price index, using the official current base compiled by the bureau of labor statistics, United States department of labor for the city of Seattle for 2017.

For the 2019-20 school year, should the State Legislature authorize and fund an inflationary adjustment, the wages contained within Appendix B shall be increased consistent with the allocation and funding. In addition, the District will conduct a mid-point compensation survey as described above.

After December 31, 2019 and before January 31, 2020, the Union and the District agree to meet and reopen Appendix B, with respect to only the wages contained in this appendix.

## MEMORANDUM OF UNDERSTANDING

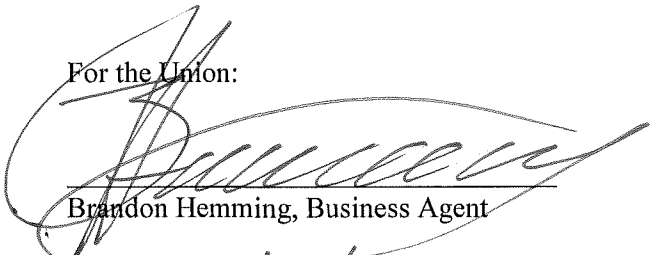
### One-Time Tool Allowance

Each employee who was a member of the bargaining unit as of August 1, 2015, will receive a one-time tool allowance of \$2,500, payable in the September 2015 paycheck.

2017-2020 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
AUTOMOTIVE MACHINISTS LODGE NO. 289  
AND  
NORTHSHORE SCHOOL DISTRICT NO. 417

SIGNATURE PAGE

For the Union:

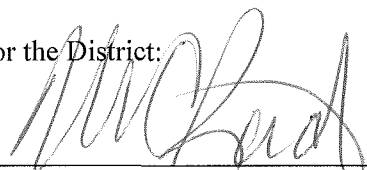


Brandon Hemming, Business Agent

Date:

12/11/17

For the District:



Dr. Michelle Reid, Superintendent



Doug Hale, Director of Human Resources

Date:

12/7/17



**APPENDIX A**  
**ATTENDANCE INCENTIVE PLAN**

1. Accumulation of Illness, Injury and Emergency

- A) Annual leave for illness, injury and emergency shall accumulate from year to year up to one hundred eighty (180) days and may be taken at any time during the year, but for the purposes of payment for such unused leave shall not exceed twelve (12) days per year;
- B) For purposes of payment for unused illness or injury leave, no more than one day leave can accumulate each calendar month that the employee is under contract with and/or is an employee of the Employer;
- C) Any leave for injury or illness accumulated up to a maximum of forty-five days shall be creditable as service rendered for the purpose of determining the time at which an employee is eligible to retire, but if such leave is used for this purpose it cannot be compensated upon retirement or death.

2. Annual Conversion of Accumulated Illness and Injury Leave

- A) Each January each eligible employee may elect to receive remuneration for unused illness and injury leave accumulated in the previous calendar year;
- B) An eligible employee is a current employee:
  - (1) Who has accumulated greater than sixty (60) full days of illness or injury leave in a manner consistent with applicable law, policies and collective bargaining agreements as of the end of the previous calendar year;
  - (2) Who has accumulated illness or injury leave at a rate no greater than one (1) full day per month as of the end of the previous calendar year; and
  - (3) Who provides written notice to the Human Resource Office by January 15 of his or her intent to convert his or her excess illness or injury leave to monetary compensation.
- C) The number of illness, injury or emergency leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
  - (1) Taking the number of illness, injury, or emergency leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a maximum of twelve (12) days per year; and
  - (2) Subtracting there from the number of illness or injury days used by the employee during the previous calendar year;
  - (3) The remainder, if positive, shall constitute the number of illness or injury leave days which may be converted to monetary compensation.

- D) Illness, injury, or emergency leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25) percent of an employee's current, full-time daily rate of compensation for each full day of eligible illness, injury or emergency leave;
- E) The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums;
- F) Partial days of eligible illness, injury or emergency leave shall be converted on a pro rata basis;
- G) All illness, injury, emergency leave days converted to monetary compensation pursuant to this procedure shall be deducted from an employee's accumulated illness or injury leave balance.

3. Conversion of Illness, or Injury, Leave Upon Separation from Employment Due to Retirement or Death

- A) Each person who is employed by the Employer and who subsequently terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused illness or injury leave days to monetary compensation; pursuant to RCW 28A.400.210.

4. Post Retirement Considerations

It is noted herein, with reference to RCW 28A.400.210 that:

- A) In lieu of remuneration for unused leave for illness and injury as provided in this section, a school Employer board of directors may, with equivalent funds, provide eligible employees post retirement medical benefits;
- B) Moneys or post retirement medical benefits received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

**APPENDIX B  
MECHANIC SALARY SCHEDULE  
NORTHSHORE SCHOOL DISTRICT NO. 417  
2017-2018**

SCHEDULE 52 - Automotive Machinists Lodge No. 289

Effective September 1, 2017

Position		Step 01
Apprentice		In accordance with Greater Puget Sound Area Automotive Apprenticeship Committee Standards
Journeyman Mechanic	Annual	\$61,761
		<i>Hourly</i> 29.69
Mechanics' Assistant	Annual	\$52,497
		<i>Hourly</i> 25.24
Parts Person	Annual	\$62,071
		<i>Hourly</i> 29.84
Shop Foreman	Annual	\$73,768
		<i>Hourly</i> 35.47

Certificate Values: (1) Certificate: \$.25/hour; (2) Certificates: \$.50/hour; (3) Certificates: \$.75/hour; (4) Certificates: \$1.00/hour; (5) Certificates: \$1.25/hour. *See Appendix D.*

Longevity Steps: 4-7 years of service, 2% above base wage rate; 8-11 years of service, 4% above base wage rate; 12 or more years of service, 6% above base wage rate.

Adopted by the Board of Directors on: November 13, 2017

**APPENDIX B-1  
MECHANIC INITIAL SALARY SCHEDULE  
NORTHSHORE SCHOOL DISTRICT NO. 417  
2018-2019**

SCHEDULE 52 - Automotive Machinists Lodge No. 289

Effective September 1, 2018

<b>Position</b>		<b>Step 01</b>
Apprentice		In accordance with Greater Puget Sound Area Automotive Apprenticeship Committee Standards
Journeyman Mechanic	Annual	\$61,761
		<i>Hourly</i> 29.69
Mechanics' Assistant	Annual	\$52,497
		<i>Hourly</i> 25.24
Parts Person	Annual	\$60,071
		<i>Hourly</i> 29.84
Shop Foreman	Annual	\$73,768
		<i>Hourly</i> 35.47

Certificate Values: (1) Certificate: \$.25/hour; (2) Certificates: \$.50/hour; (3) Certificates: \$.75/hour; (4) Certificates: \$1.00/hour; (5) Certificates: \$1.25/hour. *See Appendix D.*

Longevity Steps: 4-7 years of service, 2% above base wage rate; 8-11 years of service, 4% above base wage rate; 12 or more years of service, 6% above base wage rate.

Adopted by the Board of Directors on: November 13, 2017

**APPENDIX B-2  
MECHANIC INITIAL SALARY SCHEDULE  
NORTHSHORE SCHOOL DISTRICT NO. 417  
2019-2020**

SCHEDULE 52 - Automotive Machinists Lodge No. 289

Effective September 1, 2019

<b>Position</b>		<b>Step 01</b>
Apprentice		In accordance with Greater Puget Sound Area Automotive Apprenticeship Committee Standards
Journeyman Mechanic	Annual	\$61,761
		<i>Hourly</i> 29.69
Mechanics' Assistant	Annual	\$52,497
		<i>Hourly</i> 25.24
Parts Person	Annual	\$62,071
		<i>Hourly</i> 29.84
Shop Foreman	Annual	\$73,768
		<i>Hourly</i> 35.47

Certificate Values: (1) Certificate: \$.25/hour; (2) Certificates: \$.50/hour; (3) Certificates: \$.75/hour; (4) Certificates: \$1.00/hour; (5) Certificates: \$1.25/hour. *See Appendix D.*

Longevity Steps: 4-7 years of service, 2% above base wage rate; 8-11 years of service, 4% above base wage rate; 12 or more years of service, 6% above base wage rate.

Adopted by the Board of Directors on: November 13, 2017

**APPENDIX C**  
**STATE INSPECTION INCENTIVE PROGRAM**

The parties agree that outstanding employee performance which assures health and safety interests of students and which was achieved while working as a team member of the District's professional mechanics should be recognized and rewarded. With this objective in mind, the parties embark on the following incentive program to maintain professional servicing of the District's fleet and to recognize outstanding employee/team performance:

1. For the Summer Washington State Patrol scheduled bus inspection the following measure of outstanding performance shall apply:

If three to four buses are found to be out of service, each employee will receive during the following school year additional compensation in the amount of \$500 total, payable after September 1<sup>st</sup>.

If one to two buses are found to be out of service, each employee will receive additional compensation for that inspection in the total amount of \$750, payable after September 1<sup>st</sup>.

If no buses are found to be out of service, each employee will receive, a) additional compensation for that inspection in the total amount of \$750, payable after September 1<sup>st</sup> and, b) have the right to schedule in advance, subject to the supervisor's approval, one day off with pay within one calendar year of the date of notification of the inspection's results. 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.

2. For the Washington State Patrol mid-year random inspection of the bus fleet, the following measure of outstanding performance shall apply:

If no buses are found to be out of service, each employee will receive additional compensation for that inspection in the amount of \$300 payable the first month after the inspection is conducted.

If one to two buses are found to be out of service, each employee will receive additional compensation for that inspection in the amount of \$200 payable on the first month after the inspection is conducted.

3. A bus is "out-of-service" for purposes of this Incentive Program if the bus is found by the State Patrol to be "out-of-service" for a mechanical problem or other vehicle maintenance reason. A bus shall not be "out-of-service" for purposes of this Program if the reason for the State Patrol's determination of non-serviceability is non-mechanical. As examples, a "non-mechanical out-of-service" finding is when the "out-of-service" finding is due to an unauthorized item being left on the bus by a non-mechanic or when a non-mechanic fails to secure the gas cap on the filler pipe and the bus is inspected without one.

4. To be eligible for the summer inspection incentive compensation, the employee must have been employed and at work as a mechanic with the district at least 70% of the ninety (90) workdays prior to the inspection taking place. If an employee is at work less than 70% of the workdays prior to the inspection taking place, the employee shall receive a pro-rated amount of the bonus based on the percentage of workdays he or she was at work.

**APPENDIX D**  
**AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATION**  
**INCENTIVE PROGRAM**

The parties agree that the quality of service and professionalism provided by a highly trained mechanic serves the mutual interests of all and assures the highest level of service for the transported student. To provide an incentive for the District's mechanics to continue to strive toward excellence, the parties enter in this Automotive Service Excellence Certification Incentive Program. The Program's purpose is to reward the personal achievement of the mechanic who has mastered his/her profession's standards of excellence as denoted by the Automotive Service Certification Program.

The incentive and reward shall be in the form of an adjustment to the mechanic's hourly wage. The District will provide a twenty-five cent (\$.25) an hour wage adjustment for each hour worked after obtaining and maintaining a particular system's Automotive Service Excellence Certificate. Eligible certificates are ASE Automotive certificates A1-A9, Medium Heavy Truck certificates T1-T8, School Bus certificates S1-S7, or any other ASE certificate mutually agreed to by the District and the Union. This premium of wage adjustment shall be made for each such certificate earned and maintained up to a maximum of five certificates (i.e., \$1.25 per hour for five certificates).

Costs associated with the attainment of and maintaining of each certificate shall be the responsibility of the mechanic outside of work time, unless otherwise agreed upon by the District (Transportation Manager). The mechanic is responsible for timely notice of his/her achievement of being issued a certificate or loss of such once obtained. No wage adjustment may be authorized without proper documentation on record with the District. Mechanics shall only obtain certificates that relate directly in enhancing the mechanic's performance of their job duties.



**JOINT STATEMENT OF POSITION  
REGARDING SKILLS UPDATING AND TECHNOLOGY EDUCATION**

The International Association of Machinists and Aerospace Workers, District Lodge 160 and the Northshore School District No. 417 are parties to a collective bargaining agreement. That Agreement promotes the goal of having the highest quality service from the most qualified mechanics possible. It is the purpose of this joint statement to emphasize the mutual interest in having the mechanics competent in their skills and up to date on the latest pertinent technologies.

To that end, the parties jointly stand committed to cooperating together in the development of understandable processes to maintain the skills base, knowledge level and quality performance of the district's mechanics. Those processes will have as goals 1) of advising the parties of new skills and/or technologies in the pupil transportation industry; 2) of creating learning opportunities for mechanics to avail themselves of, whether those opportunities are funded in whole or in part by the district, vendors, the union or some combination, thereof; and 3) to promote the highest degree of competency among the mechanics.