COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SHORELINE SCHOOL DISTRICT NO. 412 AND

AUTOMOTIVE MECHANICS LODGE NO. 160, IAM LOCAL #289

2019-2022

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 that 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 Compensation – All employees are paid on an hourly basis. The rates of pay shall be set forth in Appendix A of the agreement, and shall include a differential to recognize longevity.
 - For the 2019-2020, 2020-2021 and the 2021-2022 school years the rates on the 2018-2019 salary schedule shall be improved by the state % increase for Cost of Living Adjustments (or the equivalent adjustment if a different descriptor is used by the State) to classified employee salaries, if any, in the month such state increases are effective. If the state grants a classified employee increase in a manner other than the % method used in the past, the parties agree to re-open the salary schedule solely for the purpose of applying such increase to the salary schedule.

For the 2020-2021 school year only, wage rates will increase by a minimum of 3% in addition to the COLA. The District will conduct the midpoint analysis as described in Section 2.1.2 below. In the event the analysis determines the 3% increase exceeds the actual midpoint, the wage rate increased by 3% plus COLA shall remain in place and shall not be decreased. In the event the analysis determines the midpoint increase is greater than 3%, the midpoint increase shall be applied to wage rates instead

- of the 3%. This guaranteed minimum midpoint increase is applicable only to the 2020-2021 wage rates. For the 2021-2022 school year the midpoint analysis shall determine the wage rates as described in Section 2.1.2.
- On or before September 1 of each year, the Parties agree to review the 2.1.2 hourly pay rates and related compensation data for the upcoming year for the Journey Mechanic position in the following 17 school districts: Bellevue, Edmonds, Everett, Highline, Issaquah, Lake Stevens, Lake Washington, Marysville, Mercer Island, Monroe, Mukilteo, Northshore, Renton, Seattle, Shoreline, Snohomish, and Tukwila. The "mid-point" shall be defined as the 8th ranked pay rate for each position. In the event a comparison district does not employ bus mechanics, their pay rates shall move to the bottom of the list and the mid-point for Shoreline shall be the ranked pay rate half-way down the list of districts who do employ bus mechanics. If the hourly pay rate for Shoreline School District is below the mid-point, the rates in Section 2.1 shall be increased effective September 1 for the coming school year by the percentage necessary to equal the midpoint rate. After the mid-point increase, if any, has been applied, the state flow through percentage increase, if any, shall be applied. If the hourly pay rates for Shoreline School District are above mid-point, the rates shall not be decreased but shall remain unchanged for the next school year, except for any state flow-through increase applied as described in 2.1.1.
- 2.1.3 The Union represents the following positions:
 - 2.1.3.1 Journey Mechanic
 - 2.1.3.2 Lead Journey Mechanic (paid 110% of Journey Mechanic)
 - 2.1.3.3 Preventative Maintenance Mechanic (paid 85% of Journey Mechanic
 - 2.1.3.4 Parts Person/Shop Assistant
- Work Week The above salaries are based on a standard Monday through Friday work week for forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days. For the purposes of computing overtime, the work week shall begin on Sunday and end on Saturday.
- 2.3 <u>Additional Compensation</u>
 - 2.3.1 Overtime All compensable time in excess of forty (40) hours per week, as authorized by the Director of Transportation, shall be considered overtime and will be paid at the applicable overtime rate of one and one half (1.5) times the employee's current wage. The same daily schedule of work shall prevail in any one (1) week. Seniority will prevail when assigning overtime.
 - 2.3.2 <u>Call-back</u> No employees shall be required to work beyond 6:00 p.m.; however, mechanics may be called back in case of emergency. An emergency is defined as any mechanical issue that makes a bus or vehicle inoperable or unsafe to drive. A mechanic shall not be called back from off duty time to drive a bus due to a shortage of bus drivers. Call back service when authorized shall be paid at the overtime rate for not less than two (2) hours, inclusive of travel time from the employee's home to the transportation shop or location of the bus in need of emergency assistance.

- 2.3.3 If an employee is called in while on vacation and/or on a holiday, the time worked will be paid at two (2) times their regular rate of pay in addition to their regular vacation or holiday pay. Time worked on a Sunday will be paid at two (2) times their regular rate of pay.
- 2.3.4 In years where regular work days exceed two hundred sixty (260), the excess day(s) shall be taken as unpaid leave by the employees at a time mutually-agreed upon by the employee and supervisor.

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 paid vacation.
 - 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 service 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 shall be allocated as follows:

Year	Days	
16	21	
17	22	
18	23	
20 and above	25	

- 3.1.5 Length of service will be computed as of the employee's hiring anniversary date.
- 3.1.6 Regular 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 full-time and regular part-time 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 fifty (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 paid. Any work performed on holidays, as designated on the District's annual calendar, shall be paid for at the overtime rate of two (2) times the regular rate of pay for not less than four (4) hours:

7 Labor Day 8 Veteran's Day 7 Thanksgiving

Friday after Thanksgiving Christmas Eve

Christmas New Year's Eve New Year's Day Martin Luther King Day

President's Day Memorial Day Independence Day

Day preceding or following July 4 (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 <u>Bereavement Leave - Non-cumulative</u>

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 <u>Temporary Disability Leave</u>

- 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.

5.7 Washington State's Paid Family and Medical Leave

The District will pay the employer premium and employees will pay the employee premium required to implement the State's paid family and medical leave law. Effective January 1, 2020, employees will have access to the benefits as described in the law.

5.8 Donated (Shared) Leave

Employees may donate a portion of their earned unused sick and annual leave to fellow employees in accordance with the provisions of District policy and state law and regulations.

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 and back pay will be paid for all time missed. 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**

Seniority is based on the date hired into a position represented by the International Association of Machinists, Automotive Mechanics. 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.

Employees will be selected for layoff in reverse order of seniority by position within the bargaining unit. An employee who is laid off shall be on a recall list for one (1) year, until recalled or the expiration of the one year period. The most senior qualified person on the recall list shall be recalled first.

10.0 OTHER PROVISIONS

10.1 Tool Allowance

The District shall provide all specialty tools and hand tools over 1-1/4". The District shall provide an annual tool allowance of up to one thousand five hundred dollars (\$1,500) per each regular full-time employee covered by this agreement for replacing personal tools broken or damaged while performing District services or for new tools required for the work of the District. All tools reimbursed with this tool allowance must be approved by the Director of Transportation. Any unspent tool allowance may be carried over for one year and used in the following year. Employees will be reimbursed once per calendar year by submitting receipts to the Director of Transportation no later than August 1st of each year. Any tools purchased in conformance with this section shall be the property of the employee.

- 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 the tool allowance provision: The tool allowance provision can also be used to reimburse an employee for registration costs to attend professional training workshops/clinics, if authorized by the Director of Transportation.

10.1.a Work Shoes and Personal Safety Equipment

Each employee shall be eligible for reimbursement of up to \$400 per year for replacement of work shoes and personal safety equipment (such as fitted safety glasses, etc.). Employees will be reimbursed once per calendar year by submitting receipts to the Director of Transportation no later than August 1st of each year.

10.2 <u>Professional Development Reimbursement</u>

The District shall reimburse each employee up to \$250 per year for registration costs to attend professional training workshops/clinics proposed by the employee and approved by the Director. The ability for each employee to use a portion of the Tool Reimbursement for professional development, per Section 10.1.3, is in addition to and may be combined with this professional development reimbursement. An employee shall be compensated at their regular rate of pay, without use of vacation or personal leave, to attend pre-approved professional development scheduled on a regular work day.

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

10.5 ASE Certification Premium

Employees with Automotive Service Excellence (ASE) certification in job-related categories shall receive an annual stipend of three hundred dollars (\$300) per current and valid ASE certification, up to 8 certifications. The ASE certifications eligible for this annual stipend are listed as Attachment #1 to this agreement. An additional stipend of six hundred twenty-five dollars (\$625) will be paid annually to all employees who obtain and maintain the Master School Bus Mechanic Certification.

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

10.6 <u>Inspection Incentive</u>

10.6.1 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 Results</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

For the Mid-Year/random inspections:

<u>Inspection Results</u>	<u>Payment</u>
0 buses rated "out of service"	\$100

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

Buses that are not presented for state inspections because of conditions created by events outside of the control of the mechanics department, including but not limited to accidents, graffiti/vandalism, and warranty recalls/work, shall not be rated as out of service. Bonuses will be held until buses missing inspection due to the afore-mentioned conditions have been repaired and pass a subsequent inspection.

10.6.2 Summer Inspection / Mid-year Random Inspection - Incentive Days - For both the summer and mid-year random inspection, if the achieved result is "Zero (0) 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.

10.7 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.

10.8 <u>Commercial Driver's License (CDL)</u>

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 will be conducted by a District-selected provider. In the event a mechanic desires to use a doctor or facility that meets current federal CDL licensing requirements other than the District-selected provider, the District's contribution will not exceed the cost paid by the District to the District's selected provider for an individual CDL physical.

10.9 <u>Subcontracting</u>

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

Effective January 1, 2020, Sections 11.1 through 11.5 shall expire and be replaced by Sections 11.A through 11.G.

Group Insurance (Basic)

No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a penalty. Pursuant to RCW 28A.400.275(1), the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that this Section 11 insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 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 Each month the district shall provide the monthly amount identified in the state appropriations act for group insurance for each full time employee for the district's basic group insurance program. The cost of mandatory dental insurance, long term disability and term life insurance, will be subtracted from the monthly state allocation, and the remainder may be applied toward any district approved medical insurance coverage. Any remaining portion of the medical insurance premium shall be deducted from the employee's salary warrant.

Full-time employees shall be any employee working one thousand four hundred forty (1,440) or more regular schedule hours during the school year. Employees working less than one thousand four hundred forty (1,440) hours shall receive a prorated share of the state appropriation amount.

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. 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.

If after pooling there remain employees with out of pocket medical insurance costs, the district will provide additional dollars up to the amount of the state retiree subsidy (carve-out).

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.

A. School Employees Benefits Board (SEBB)

The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). All provisions of this article shall be interpreted consistent with the rules and regulations of the SEBB.

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, the eligibility year is the school year from September 1 through August 31.

The District will implement the School Employees Health Care Coalition agreement when collecting the employee premiums which will be paid to the Health Care Authority (HCA) through payroll deduction for benefits coverage.

Benefits offered to employees through SEBB at the present time include:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

B. Eligibility:

All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, benefits coverage will begin on the first day of the month following the date they actually work 630 hours for the year. All compensated hours in any position within the district shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours or more in each of the previous two years and is returning to a similar position(s) at the same or greater number of annualized hours will be deemed eligible for benefits.

C. Benefit Enrollment and Continuity of Coverage:

If an employee's first day of work is on or after September 1st but not later than the first day of school for the current school year, they are eligible for benefit coverage on their first day of work. If the employee's first day or work in an eligible position is at any other time during the school year, benefits coverage will begin on the first day of the month which follows their first day of work.

D. Dependent Coverage:

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partners, children for which a court order of divorce decree created a legal obligation for the employee to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB program. Employees are responsible for paying any "employee only" premiums assessed by SEBB for dependent coverage.

E. Leaves:

Paid leave hours, including compensated holidays, shall count towards eligibility for benefits under this section. Eligibility of employees on unpaid leave status will be determined on a case-by-case basis until or unless SEBB adopts eligibility rules pertaining to unpaid leave status.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

F. Benefit Termination:

Any employee eligible for benefits whose employee/employer relationship is terminated due to resignation, retirement, or termination shall continue to receive benefits as determined by SEBB rules.

G. Additional Items:

With proof of insurance an employee may decline coverage through SEBB and therefore not have payments or premiums deducted from their paycheck for this purpose.

In the event the District convenes an Insurance Advisory Committee to consider supplemental insurance which can legally be offered by the District, the union shall have one representative on the Committee.

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 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 <u>UNION MEMBERSHIP</u> (The parties agree to finalize replacement language for Section 13 as well as a new Section pertaining to Union Rights, and renumber remaining sections of the CBA accordingly.)

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:

- 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

1 2 3			rules and regulations as it not to require their observance.	may deem necessary for the conduct of its business, and
4 5 6 7 8		15.2	Management. The exercise Union's right to appeal the	byers' rights stated herein is an exclusive function of e of the Management Rights herein does not modify the hrough the grievance procedure as set forth in this cise violates the letter and intent of the Agreement in the
9 10 11 12 13		15.3		nagement Rights is not intended to be exclusive and shall or exclude any historical or normal rights of either
14 15	16.0	SEVE	ERABILITY	
16 17 18 19 20 21 22		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.		
23 24 17.0 ADOPTION AND RENEWAL				
25 26 27 28 29 30		17.1	salaries possible to its empl District. A certified copy	the Shoreline Board of Directors' desire to pay the best oyees based upon the available revenues accruing to the of this Salary Schedule and Provisions for Automotive the Board of Directors, shall be forwarded to the ion, Lodge No. 289.
31 32 33		17.2	This Agreement shall take and effect until August 31,	effect as of September 1, 2019 and shall be in full force 2022.
34 35 36 37 38	Approved by the Board of Directors of Shoreline School District No. 412, on December 9, 2019.			
39 40	Signat	ture On	File	Signature on File
41		Miller		Rebecca Miner, Superintendent and
42			resentative	Secretary to the Board of Directors Shoreline School District
43 44 45			Machinists Union 50, IAM Local #289	Shoreline School District
46				Signature on File
47				Marla S. Miller
48				Deputy Superintendent

SHORELINE SCHOOL DISTRICT NO. 412 AND AUTOMOTIVE MECHANICS LODGE NO. 160, IAM LOCAL #289

ADDENDUM A

2019-2020 HOURLY RATE SCHEDULE

POSITION	Yrs 0-4	Yrs 5-9	Yrs 10-19	20+ Yrs
Journey Mechanic	\$35.25	\$35.55	\$35.75	\$36.00
Lead Journey Mechanic (110% of Journey Mechanic)	\$38.77	\$39.10	\$39.32	\$39.60
Preventative Maintenance Mechanic (85% of Journey Mechanic)	\$29.96	\$30.22	\$30.39	\$30.60
Parts Person/Shop Assistant	\$18.00	\$18.00	\$18.00	\$18.00

Signature on File	<u>Signature on File</u>
Steve Miller	Rebecca Miner, Superintendent and
Automotive Machinists Union	Secretary to the Board of Directors
Business Representative	Shoreline School District No. 412
Lodge No. 160, IAM Local #289	
11/10/2021	11/12/2021
Date	Date

1		ATTACHMENT #1			
3	Memorandum of Understanding Between				
4		Automotive Mechanics and			
5		Shoreline School District No. 412			
2 3 4 5 6 7 8	ASE Certification Programs Eligible for Annual Stipend				
9	The Shoreline School Distri	ct and the Automotive Mechanics agree that the ASE Certification			
10		al Stipend, as addressed in Section 10.5 in this collective bargaining			
11	agreement, are as follows:				
12	_				
13	Automobile & Ligh	t Truck Certification Tests (A1-A9)			
14					
15	A1 -	Engine Repair			
16	A2 -	Automatic Transmission/Transaxle			
17	A3 -	Manual Drive Train & Axles			
18	A4 -	Suspension & Steering			
19	A5 -	Brakes			
20	A6 -	Electrical/Electronic Systems			
21	A7 -	Heating & Air Conditioning			
22	A8 -	Engine Performance			
23	A9 -	Light Vehicle Diesel Engines			
24					
25	School Bus Certific	ation Tests (S1-S7)			
26	01				
27	S1 -	Body Systems & Special Equipment			
28 29	S2 -	Diesel Engines Drive Train			
	S3 -				
30	S4 -	Brakes			
31 32	S5 -	Suspension & Steering			
33	•				
33 34	37 -	Air Conditioning Systems & Controls			
35	Master School Rus	Technician (successful completion of Tests S1 through S6, above)			
36	Master School Bus	reclinician (successful completion of Tests 51 till ough 50, above)			
37	Medium-Heavy Tri	uck Certification Tests (T1-T8)			
38	wiedium neuvy ni	der Cermenton Tests (TT 10)			
39	T1 -	Gasoline Engines (50 scored questions)			
40	T2 -	Diesel Engines (55)			
41	T3 -	Drive Train (40)			
42	T4 -	Brakes (50)			
43	T5 -	Suspension & Steering (50)			
44	T6 -	Electrical/Electronic Systems (50)			
45	T7 -	Heating, Ventilation & Air Conditioning			
46		(HVAC) (40)			
47	T8 -	Preventive maintenance Inspections (50)			

1 2		ATTACHMENT #1 (cont.)
3		
4		
5	Advanced Engine Performance	Specialist Certification Test (L1)
6		
7	Electronic Diesel Engine Diagn	osis Specialist Certification Test (L2)
8 9	T	Tanks (E1 E2)
9 10	Truck Equipment Certification	Tests (E1-E5)
10	E1 - Truck Equ	ipment Installation & Repair (45 scored questions)
12		Electronic Systems Installation & Repair (50)
13		Power Systems Installation & Repair (50)
14	Ze Tumilary I	(50)
15	Alternate Fuel Certification Te	st (F1)
16		
17 18		
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32	G: F:1	G. T.I
33 34	Signature on File Steve Miller	<u>Signature on File</u> Marla S. Miller
35	Business Representative	
36	Automotive Machinists Union	Deputy Superintendent Shoreline School District
37	Lodge No. 160, IAM Local #289	