



Automotive Machinists LL 289



2015-2018 COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE SCHOOL DISTRICT NO. 1

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO DISTRICT LODGE NO.
160, LOCAL No. 289**

Includes:

**2015-2018 Collective Bargaining Agreement
2015-2018 Salary Schedule**

**2015-2018
COLLECTIVE BARGAINING AGREEMENT**

between

SEATTLE SCHOOL DISTRICT NO. 1

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO DISTRICT LODGE NO. 160,
LOCAL No. 289**

**Seattle School District No. 1
Negotiating Team**


Sue Means Chief Negotiator
Larry Gottas

**Auto Machinists, Local No. 289
Negotiating Team**

Paul Miller, Chief Negotiator
Dan Carter
Ray Halbert-Noriega
Ken Ekren


In witness whereof, the parties hereto have executed this Agreement on this 1 day of September, 2015

SEATTLE SCHOOL DISTRICT


Larry Nyland, Superintendent
Seattle School District No. 1


Geoffrey Miller, Director
Employee & Labor Relations

AUTO MACHINISTS, LOCAL NO. 289


Paul Miller
Business Representative

**SSD/AUTOMOTIVE MACHINISTS, LOCAL 289
2015-2018
COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS**

TITLE	PAGE
ARTICLE 1: Recognition	1
ARTICLE 2: Non-Discrimination	1
ARTICLE 3: Management Rights	1
ARTICLE 4: Union Security	2
ARTICLE 5: Dues Deductions	2
ARTICLE 6: Definitions	3
ARTICLE 7: Hours and Overtime	3
ARTICLE 8: Holidays	5
ARTICLE 9: Leaves	5
ARTICLE 10: Injury While on Duty	8
ARTICLE 11: Rates of Pay	9
ARTICLE 12: Pension	10
ARTICLE 13: Seniority	10
ARTICLE 14: Group Insurance	11
ARTICLE 15: Performance Goals and Expectations.....	12
ARTICLE 16: Discipline and Discharge of Employees.....	12
ARTICLE 17: Grievance Procedure.....	12
ARTICLE 18: Savings Clause.....	14
ARTICLE 19: Work Stoppage.....	14
ARTICLE 20: Safety and Sanitary Conditions.....	15
ARTICLE 21: Hiring.....	15
ARTICLE 22: Tools.....	15
ARTICLE 23: Persons Prohibited.....	16
ARTICLE 24: Term of Agreement.....	16
ARTICLE 25: Entire Agreement.....	16
ARTICLE 26: Bulletin Board.....	16
ARTICLE 27: Labor/Management Committee.....	16
APPENDIX A: 2015-2018 Salary Schedule.....	18
MEMORANDUM OF UNDERSTANDING.....	19

2015-2018 COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE NO. 160, LOCAL No. 289

ARTICLE 1: RECOGNITION

- 1.1 The Seattle School District No. 1, (also doing business as Seattle Public Schools) hereafter referred to as the District, recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 289, hereafter referred to as the Union, to be the sole and exclusive bargaining agent of those employees who are employed in classifications listed in Appendix A of this Agreement.
- 1.2 This Agreement shall cover but not be limited to the following types of automotive work: maintenance, body and fender repair, painting, rebuilding, repairing, welding and burning, inspecting and diagnosing relating to passenger cars, buses, pickups, trucks and all other types of powered machinery.

ARTICLE 2: NON-DISCRIMINATION

- 2.1 The District and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, gender, national origin, ancestry, economic status, physical appearance, religion, marital status, sexual orientation including gender expression or identify, pregnancy; honorably-discharged veteran or military status; the presence of any mental, physical or sensory disability except as may be permitted to meet a bona fide occupational qualification, or the use of a trained dog guide or service animal by a person with a disability.
- 2.2 The Union agrees with and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to ensure that this agreement will not be in conflict with, or inconsistent with Title VII, Title IX of the Civil Rights Act of 1964 and/or Washington State Statutes.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The Union recognizes the District's inherent and traditional right to manage its business and operations. Accordingly, except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign and retain employees and to discipline, suspend or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off; the right to establish, change and 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.
- 3.2 The Union reserves the right to discuss any proposed changes. The District agrees to notify the Union of changes to its rules and regulations in a timely manner.

ARTICLE 4: UNION SECURITY

- 4.1 The District shall have the right to hire persons without regard to Union membership; provided, however, that the District and the Union shall abide by the following Union Security Clause which reads as follows:

It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the local 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 or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the local union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the local union.

- 4.2 The District will notify the Union of new hires and rehires who are to become members of the local by telephone or in writing on or before the first day of each month.
- 4.3 It is also agreed that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the District with notification of the Union's intent to request discharge in three (3) days if compliance is not met by the employee.
- 4.4 **SHOP STEWARDS:** The Union shall inform the District in writing of its selection of authorized Shop Stewards and the District agrees to recognize stewards so designated.
- 4.4.1 Shop Stewards shall be employees of the District.
- 4.4.2 Shop Stewards shall be allowed such reasonable time as is necessary to investigate and process grievances in the shop arising under the terms of this Agreement.
- 4.5 **VISIT TO ESTABLISHMENT:** Authorized representatives of the Union shall have access to the premises of the District to transact necessary Union business after having first notified the District or the District's representative. It is agreed that representatives will conduct their business in such a manner so as to not conflict with the normal operation of the District's business.
- 4.6 When multiple crafts are assigned to a crew and duties require assistance to complete a task, the District can assign the task of "lending a hand" outside of ones craft designation. This shall require the task assigned crew member to be present and in charge of the specific work request and can only be for short duration (e.g., not to exceed one (1) hour), specific to task and when there is no other appropriate craft member readily available. Provided the District hires no one to just specifically "lend a hand" (i.e., helper).

ARTICLE 5: DUES DEDUCTIONS

- 5.1 The District shall deduct Union membership dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided, notice is given twenty (20) working days prior to the next payday.
- 5.2 The Union will indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off of dues. Provided, however, the District agrees that in the event it is named as a defendant or charged party in any action by an individual discharged pursuant to the provisions of the Union security clause contained in this Agreement, the District shall promptly notify the Union and the Union shall undertake the defense of the case. The Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the District, nevertheless, decides to retain its own counsel, it shall do so at its own cost, and not at the cost of the Union.

- 5.3 The Union agrees to refund the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.
- 5.4 In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which the employee is a member, the employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity mutually agreed to between the employee and the union, pursuant to Chapter 41.59.100.

ARTICLE 6: DEFINITIONS

- 6.1 EMPLOYEES: For the purpose of this Agreement "Employee" shall mean a person employed by the District in one of the classifications listed in Appendix A.
- 6.2 REGULAR EMPLOYEES: Employees who are actively on the payroll and normally assigned to work twelve (12) months per year, forty (40) hours per week and eight (8) hours per day.
 - 6.2.1 A regular employee may be so designated at the time of hire or, if hired as a temporary employee, will become a regular employee upon successfully working a minimum of seventy (70) hours per month for five (5) months in any consecutive twelve (12) month period.
 - 6.2.2 Any employee hired as a regular employee who is laid-off prior to completing the five (5) months/seventy (70) hours within any consecutive twelve (12) month period condition shall be granted pension and health and welfare benefits as though such employee had initially been employed as described in 6.3 below.
- 6.3 TEMPORARY EMPLOYEES: A temporary employee shall be hired on a short-term basis and shall only accrue health and welfare and pension benefits as described in 12.2 (Pension) and 14.2 (Group Insurance) of this Agreement.
 - 6.3.1 All temporary employees hired by the District shall be paid an hourly rate as shown in Appendix A.
 - 6.3.2 Temporary employees shall not acquire seniority and shall be subject to termination at any time without recourse to the grievance procedure.

ARTICLE 7: HOURS AND OVERTIME

- 7.1 For regular employees, the normal work schedule Monday-Friday, will be forty (40) hours per week, eight (8) hours per day, between the hours of 6:00 a.m. and 6:00 p.m., excluding a one-half (1/2) hour lunch period, five (5) days per week. This shall not be construed as being a guarantee by the District of any particular number of hours.
- 7.2 OVERTIME: All overtime must be authorized, in advance, by the appropriate supervisor.
 - 7.2.1 No pyramiding of overtime shall be allowed.
 - 7.2.2 An employee shall be compensated at the rate of one and one-half (1 ½) times his/her regular pay rate for the hours actually worked which are:
 - a. In excess of eight (8) in any workday.
 - b. In excess of forty (40) in any workweek or on Saturday.
 - 7.2.3 Double time shall be paid for any work performed on Sundays and holidays and for any work after ten (10) hours in a shift, except those employees working a 4/10 schedule shall be paid double time only after twelve (12) hours in a shift.

- 7.3 CALL BACK/CALL IN: Any employee who is required to return to work after the end of his/her regular shift or on his/her days off shall be paid a minimum of two (2) hours' pay at his/her appropriate rate.
- 7.4 The District shall establish a regular lunch period for each employee. In the event an employee is required to perform work beyond five (5) hours without lunch the employee shall receive one-half (1/2) hour penalty pay at the applicable overtime rate and shall also receive time to eat.
- 7.5 ADDITIONAL SHIFTS: Starting times for individual employees shall be fixed at the same starting time for the entire workweek.
- 7.5.1 Any shift starting after 1:00 p.m., the whole shift shall be paid for the entire shift at second shift premium.
- 7.5.2 For the term of this Agreement second shift premium shall be two dollar (\$2.00) per hour and third shift premium shall be two dollar (\$2.00) per hour.
- 7.5.3 Those employees assigned to work the second shift shall be paid the shift premium for all hours worked on second shift. The District shall provide at least seven (7) days advance notice when changing shifts, except in emergency situations. If an employee is temporarily assigned to day shift for two (2) weeks or less, he/she will receive second (2nd) shift premium for all hours worked.
- 7.5.4 Assignment Outside Regular Hours: In assigning work for swing shift, the employer will first ask for volunteers; if enough people do not volunteer, the employer will assign people in inverse seniority order. If a significant hardship is created by assigning an employee to swing shift, the employer will review and verify the circumstances with the Union and where appropriate, the employer will pass over this employee and assign the next least senior employee.
- 7.5.5 Four-Ten Hour Day Shifts (4-10's)
- a. Four-Ten Hour shifts (4-10's) may be scheduled, so long as the District provides at least seven (7) days advance notice. Prior to termination of the four-ten hour shift schedule, the District shall provide at least seven (7) days advance notice.
 - b. The following conditions shall apply specifically to the four-ten hour shifts:
 1. Overtime shall be paid after ten (10) hours in a day or forty (40) hours in one week.
 2. Holidays: During a holiday week, the employee shall revert to an eight (8) hour day. Holiday pay shall be paid at eight (8) hours per day.
 3. Leave Accruals: Employees who are working four-ten hour shifts (4-10's) shall earn (accrue) the same number of total annual hours for annual leave, sick leave, holiday pay, personal leave, and bereavement leave. Example: an employee working five (5) days per week and who has two (2) years service earns eighty (80) hours of annual leave. If that employee goes to work on a 4-10 schedule, he/she shall not earn (accrue) more leave or less leave than if they were on an eight (8) hour day schedule.
 4. Taking Leave: Employees who work ten (10) hour days shall be paid and be charged ten (10) hours per day for sick leave, personal leave, annual leave, and bereavement leave. Employees shall not earn more leave or less leave than if they were on an eight (8) hour day schedule.
 - c. If enough volunteers cannot be found to work this 4-10 schedule, employees shall be assigned by reverse seniority within each craft and skill within a craft.

ARTICLE 8: HOLIDAYS

8.1 The following are paid holidays for all regular employees:

Labor Day	New Year's Eve Veterans' Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr., Day
Day After Thanksgiving	Presidents' Day
Christmas Eve	Memorial Day
Christmas Day	Independence Day

8.2 The District shall pay each regular employee at his/her regular hourly rate not to exceed eight (8) hours for each of the above designated holidays when not worked.

8.3 In order to qualify for holiday pay, an employee must have worked his/her last scheduled workday before and his/her first scheduled workday after the holiday. Exception will be made in cases where absence on the work day prior to or the work day following was due to injury, bona fide illness covered by a doctor's certificate, temporary layoff of less than thirty (30) days, or the employee was on approved Annual Leave with pay. The actual days observed shall be as designated on the calendar adopted by the School Board; provided that the Christmas Eve and New Year's Eve holidays shall be granted the work days immediately preceding the designated Christmas and New Year's holidays respectively.

ARTICLE 9: LEAVES

9.1 The ability to work regularly is a requirement of continued employment. The District and Union recognize that the Seattle Public Schools provides an essential public service and that employees have the responsibility and the obligation to report for all assignments unless the absence is the result of eligibility for and legitimate use of:

- a. Family Medical Leave Act and Washington State Family Leave Act,
- b. Industrial Insurance Laws of the State of Washington covering industrial injury/illness,
- c. Leave authorized by the District,
- d. Sick Leave/Annual Leave.

9.2 Paid Leave shall be calculated at eight (8) hours per day times the employee's straight time hourly rate including shift differential and/or premium pay, if applicable.

9.3 SICK/EMERGENCY LEAVE: Each regular employee shall earn leave equivalent to eight (8) hours for each calendar month of service or major fraction thereof to be used for illness, injury, medical disability (including childbearing), child care to the extent required by law, or an emergency caused by family illness where no reasonable alternative is available to the employee.

9.3.1 Sick/Emergency Leave will be paid upon the first day of absence for reasons as noted in 9.2. above.

9.3.2 Use of such leave for illness, medical disability (including childbearing) or childcare to the extent required by law shall be reported to the employee's supervisor prior to the start of the work shift.

9.3.3 Use of such leave for an emergency caused by family illness where no reasonable alternative is available to the employee shall be subject to the same conditions and procedures as outlined in 9.4.7 below.

- 9.3.4 A physician's certificate or other verification of illness may be required for approval of Sick/Emergency leave.
- 9.3.5 Employees shall be allowed to accumulate up to 180 days of Sick/Emergency Leave or as may be amended by State Law.
- 9.3.6 Sick/Emergency Leave Cash Out: Accumulated Sick/Emergency Leave may be cashed out:
 - a. Upon retirement at a rate equal to one (1) full day's monetary compensation of the employee for each four (4) full days of accrued Sick/Emergency Leave; as allowed by law, the funds may be put into a VEBA account, and/or,
 - b. On or about January 15 of each year, employees may elect to be compensated at the ratio of a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued Sick/Emergency Leave in excess of sixty (60) days which was earned but unused during the previous calendar year.

9.4 ANNUAL LEAVE

- 9.4.1 Each year, regular employees, upon their employment anniversary dates, shall be entitled to paid Annual Leave corresponding to the following schedule:

Years of Service	Annual Leave
0-4 Years	13 Days or 104 Hours
5-14 Years	18 Days or 144 Hours
15-18 Years	23 Days or 184 Hours
19+ Years	28 Days or 224 Hours

- 9.4.2 Annual Leave entitlement shall be prorated where unpaid absences exceed thirty (30) days in the twelve (12) months preceding the anniversary date.
- 9.4.3 No more than 240 hours Annual Leave may be carried over to the next year. Any days beyond the 240 hour limit must be used by 8/31 of each year or be lost.
- 9.4.4 No Annual Leave can be taken before earned.
- 9.4.5 Annual Leave days, to a limit of thirty (30), may be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than thirty (30) Annual Leave days at time of termination. Any balance over thirty (30) days may be applied to earned Annual Leave prior to termination.
- 9.4.6 The scheduling of Annual Leave days shall be at the discretion of the employee's immediate supervisor, and the employee, based upon operational need. During the period of August 10 through September 10, each year, only one (1) employee may take Annual Leave if approved by his/her administrative supervisor thirty (30) days in advance.
- 9.4.7 In establishing vacation schedules, it is not possible to grant all employees the annual leave period requested. The auto machine shop must retain enough staff to cover anticipated operational needs, as supporting District needs is of prime importance. Management will work with employees who are in a "use it or lose it" situation.
- 9.4.8 An employee's annual leave request will be provided to the Foreperson in writing thirty (30) days in advance for leaves three (3) days or longer in duration. Leaves that are submitted less than twenty-one (21) days in advance may not be granted. Leave approval or denial will be made by the district within five (5) working days. Vacation conflicts will initially be worked out between employees within the same unit. It may not be possible to grant all employees the annual leave they would prefer. If an agreement cannot be reached, information will be reviewed by the direct Foreperson, and Management to determine the schedule.

- 9.4.7. Personal Leave: Two (2) days [one (1) day if hired on or after March 1] of Personal Leave shall be available per fiscal year (September 1 through August 31) to regular employees for hardships or pressing needs and will be granted in situations which require absence during working hours for purposes of transacting or attending to personal or legal business or family matters. Such days shall not accumulate from year to year. The conditions for granting Personal Leave are as follows:
- a. The problem must have been suddenly precipitated and must be of such a nature that pre-planning is not possible or that pre-planning could not relieve the necessity for the employee's absence.
 - b. The problem cannot be one of minor importance or mere convenience but must be serious and unavoidable.
 - c. The employee must notify the appropriate supervisor prior to initiating the leave. Approval will be granted only for those situations which conform to the requirements of a and b, above.
- 9.5 BEREAVEMENT LEAVE: Up to three (3) days Bereavement Leave will be granted to regular employees for each occurrence of death in the employee's immediate family; provided that the employee completes the appropriate payroll form.
- 9.5.1 In cases where emergency factors or long distances are involved, the employee may request up to two (2) additional paid days leave. Such requests should be sent to the appropriate administrator.
- 9.5.2 For the purpose of this Leave, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or grandparent, aunt, uncle or anyone residing with the employee and considered part of the employee's family.
- 9.5.3 Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
- 9.5.4 The employee may be required to provide verification.
- 9.6 JURY DUTY/DISTRICT WITNESS: When an employee covered by this Agreement is called upon for jury service or subpoenaed in any municipal, county, state or federal court, he/she shall advise the District upon receipt of such call, and provide a copy of the jury summons or subpoena.
- a. If taken from his/her work for such service, the employee shall serve with no salary deduction; provided that any/all jury fees are surrendered to the District.
 - b. When any regular employee is subpoenaed as a witness, on behalf of the District, in a court proceeding, the employee shall receive his/her regular hourly rate of pay for time spent in court, provided that any/all witness fees are surrendered to the District. These reimbursement provisions shall not apply when the subpoenaed employee is a party to the action.
- 9.7 MILITARY LEAVE: The District will comply with current Federal and State statutes.
- 9.8 RELIGIOUS LEAVE: Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which he/she desires to take the two unpaid holidays after consultation with his/her supervisor. Unpaid religious leave shall be approved if the supervisor is provided with notice five (5) days prior to the

anticipated leave, unless the employee's absence would impose an undue hardship on the employer or if the employee's presence at work is necessary to maintain public safety.

- 9.9 LEAVE WITHOUT PAY: The District does not grant unpaid leaves of absence or voluntary days off without pay except in unusual circumstances. Requests must be submitted in writing to the Manager before any leave of absence begins.
- 9.9.1 The employee shall retain and continue to accrue seniority for the duration of the approved unpaid leave.
- 9.10 The Union shall be notified of all such leaves granted
- 9.11 LEAVE SHARING: The District agrees to maintain a leave sharing plan that conforms to the law.
- 9.12 The leave provisions of this Section shall not be subject to the grievance procedure.

ARTICLE 10: INJURY WHILE ON DUTY

- 10.1 Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated as set forth below.
 - 10.1.1 Medical Aid and/or compensations shall be paid upon validation of a claim in accordance with the Industrial Insurance Laws of the state of Washington, provided:
 - a. The employee shall promptly submit a Worker's Compensations Claim with the assistance of the designated District Office; and,
 - b. The employee provides to the designated District Office monthly reports verifying continuation of the disability which prevents the employee from performing his/her duties.
 - c. Any employee suffering an industrial accident shall be entitled to a full day's pay for the day on which the accident occurs provided it shall be medically certified by a physician as a disabling accident.
 - 10.1.2 All injuries, no matter how slight, must be reported by the employee to the foreperson and shop steward on the day the injury occurs.
 - 10.1.3 Furthermore, in the instance of an injury described in 10.1 above, an employee shall be entitled to such benefits in accordance with the Industrial Insurance Laws of the State of Washington.
 - 10.1.4 Employees who have been injured while on duty may elect to utilize earned Annual Leave and/or Sick/Emergency Leave in hourly increments to supplement time loss payments to ensure that the employee receives his/her regular net pay.

ARTICLE 11: RATES OF PAY

- 11.1 The 2015-2016 rates of pay shall be the same as the 2014-2015 rates of pay, increased by 2%. The increase shall be reflected in Appendix A of this Agreement.
- 11.2 The 2016-2017 salary schedule shall reflect an increase of 2% over the 2015-2016 salary schedule.
- 11.3 The 2017-18 salary schedule shall reflect an increase of 2% over the 2016-17 salary schedule.
- 11.4 In the event there is a state-funded pass through, the increases provided in paragraphs 11.1, 11.2 and 11.3 will be in addition to the pass through. The percentage increase will be designed to

fully utilize the increased funding in accordance with legislative intent. Prior to the implementation of pass-through increases, the District will discuss with the Union the appropriate amount and distribution of the funds.

- 11.5 In the event the State of Washington reduces salary or benefits for school district classified staff for, the parties agree that further reductions will be imposed. Prior to the implementation of reductions, the District will discuss with the Union the manner in which the reductions will be imposed. If the parties cannot agree, the subject of imposed decreases will be treated as a negotiable matter.
- 11.6 Foreperson RATE: When the District appoints a Foreperson, the Foreperson shall receive a ten percent (10%) premium of the highest journeyman's rate.
- 11.7 Wages shall be paid monthly; provided that:
- a. Each regular employee shall receive his/her salary in even installments throughout the year beginning on the first District work day of each month.
 - b. Each temporary employee shall receive compensation for hours worked during the preceding time reporting period.
 - c. Effective January 1, 2008 all employees will be required to have direct deposit.
- 11.8 A person temporarily assigned to a higher classification in excess of three (3) working days shall receive the higher rate of pay. A person temporarily assigned to a higher classification will assume the same responsibilities of the higher classification and will be expected to respond to emergencies as required of the position.
- 11.9 Overpayment retrieval: Salary overpayments shall be repaid to the District in accordance with State law.

ARTICLE 12: PENSION

- 12.1 Regular Employees: The District shall provide the required contributions to the Public Employees Retirement Systems and School Employees Retirement System (PERS/SERS), as appropriate, for regular employees. Regular employees shall not be eligible for District contribution to any other pension plan except as provided in 6.2.2 of this Agreement.
- 12.2 Temporary Employees: The District shall provide required contributions to the Public Employees Retirement System and School Employees Retirement System (PERS/SERS), as appropriate, for eligible temporary employees, in accordance with the Department of Retirement System's rules and regulations. For temporary employees who are not eligible for PERS/SERS, the District shall provide contributions to the Automotive Machinists Pension Trust Fund at the rate of one dollar (\$1.00) per compensable hour. The District's obligation to pay pension benefits for temporary employees shall not be applied to provide both PERS/SERS and Automotive Machinists Pension Trust Fund contributions for the same compensable hours.

ARTICLE 13: SENIORITY

- 13.1 Newly hired employees and/or employees who have been rehired shall complete a five (5) month probationary period. At the conclusion of such probationary period, the employee will be considered a regular employee and credited with seniority from his/her initial date of hire.
- 13.1.1 Temporary employment, worked without a break in service of no more than one hundred and

eighty (180) calendar days prior to regular appointment, counts toward the five (5) month probationary period when the employee is hired into a regular position or attains regular employee status as provided in Article 13.1.

- 13.1.2 A break in service shall not be created for the sole purpose of creating an additional probationary period or to prevent a temporary employee from attaining regular employee status.
- 13.2 Upon becoming a regular employee, such employee shall be awarded Annual Leave and Sick/Emergency Leave retroactive to the employee's last date of hire.
- 13.3 In determining seniority, no deductions shall be made because of illness, accident, layoff or leave of absence when such time off does not exceed twelve (12) months.
- 13.4 Any employee shall lose seniority under this Agreement for the following reasons:
- a. Voluntary termination;
 - b. Discharge for cause;
 - c. Failure to return to work within five (5) working days after receipt of written notice of recall from layoff;
 - d. Failure to return to work promptly after an authorized leave of absence;
 - e. Layoff for a period of twenty-four (24) months or longer; and/or,
 - f. Leave for illness/injury for longer than two (2) years.
 - g. It is the employee's responsibility to keep the District informed of current address and phone number.
- 13.5 The District and the Union agree that seniority shall prevail in the reduction and restoration of forces provided the senior employee is capable of performing work remaining in the shop.
- 13.6 The District shall give consideration to the employee's seniority in matters of shift assignments, transfer assignments, job opportunities and job promotions.
- 13.7 Layoff Notification:
- 13.7.1 Employees with three (3) years or more of continuous service shall be given two (2) weeks' notice prior to layoff. Other employees shall be notified one (1) hour prior to layoff.
- 13.7.2 Employees acting in a Foreperson role shall be advised of layoffs of supervised employees at the start of shifts taking place.

ARTICLE 14: GROUP INSURANCE

- 14.1 **REGULAR EMPLOYEES:** The District shall make available funds to contribute toward premiums of District-approved group insurance programs.
- 14.2 Employees will receive an allocation of insurance contribution based on the employee's FTE.
- 14.2.1 For each year of this agreement, the District shall contribute the classified State allocation for insurance per FTE employee. The District shall also pay the State the retiree carve-out above this amount.

- 14.2.2 The District's monthly contribution shall include the premiums for the District paid Dental, Long Term Disability, and Vision plans.
- 14.2.3 The District insurance premium payments may apply only toward District-approved group insurance programs subscribed to by the employee for benefits for the employee and his/her dependents only.
- 14.2.4 The schedule for annual enrollment for the District group insurance programs shall be announced for continuing employees prior to 10/01 of each year. The enrollment of new employees in the benefit program shall begin with their employment and shall occur within the first thirty-one (31) days after the beginning of service.
- 14.2.5 At the time of employment, each new regular employee shall receive a copy of the EMPLOYEE GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instruction regarding enrollment procedures, information for contacting the District's insurance consultant and an explanation of the District's contribution to premiums. Enrollment or waiver cards must be returned to the District's Payroll Office no later than thirty-one (31) calendar days from the employee's first day of duty.
- 14.2.6 If the employees desire as a group to opt out of the District's plan they may elect to participate in the Machinists Health & Welfare Trust Fund, subject to the following conditions:
 - 14.2.6.1 The monthly contribution shall be the same as for other classified employees as outlined in 14.2 above.
 - 14.2.6.2 The Machinists Health & Welfare Trust Fund agrees to accept the monthly contribution as the extent of the District's obligation for all health benefits, including life insurance, disability, etc. However, if the monthly contribution required by the Machinists Health & Welfare Trust Fund exceeds the monthly allotment paid by the District, all affected employees shall have the difference deducted from their paychecks and remitted to the trust fund. If the monthly allotment exceeds medical premiums, the excess will go into the District's classified medical pool. The Union shall notify the Director of Human Resources by December 1 of each year of the excess medical premium amount to be credited to the District's classified medical pool.
 - 14.2.6.3 Such participation in the trust fund is allowed under and complies with applicable law.
- 14.3 TEMPORARY EMPLOYEES: The District shall provide health and welfare contributions for temporary employees to the Machinists Health & Welfare Trust Fund equivalent to the rate set by the Trust, in effect on September 1 of each District fiscal year (09/01 through 8/31); provided that the District's monthly health and welfare contributions for temporary employees shall not exceed that amount contributed for regular employees per month.
 - 14.3.1 Any increase in the September 1 rate set by the Trust shall be deducted from the temporary employee's wages for the remainder of the District's fiscal year.
- 14.4 BENEFITS COMMITTEE: The District will with the participation of all employee groups, establish a Joint Committee to review the delivery of District-sponsored insurance benefits. The committee shall meet no later than 10/31 of each school year.
 - 14.4.1 The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:
 - a. Self-insurance of insurance benefits.
 - b. The selection process for District-sponsored plans.
 - c. The use of excess reserves which may exist with insurance providers.
 - d. Surveying District employees to determine employee preference regarding insurance benefits.
 - 14.4.2 This Committee shall prepare its reports by the end of March each school year for District and

employee group(s) review.

ARTICLE 15: PERFORMANCE GOALS EXPECTATIONS AND PERFORMANCE EVALUATION

- 15.1 The creation of an evaluation tool and process will be jointly developed and mutually agreed upon by the Union and District no later than September 2015 in accordance with School Board Policy 5240, Evaluation of Staff.
- 15.2 Staff Performance evaluations will be conducted as follows:
 - 15.2.1. All new hires will receive performance expectations at the start of their probationary period.
 - 15.2.2. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.
 - 15.2.3 Regular employees shall be evaluated annually and will be provided a copy of their evaluation; employees will review performance expectations as part of the annual performance evaluation process.
 - 15.2.4 The Maintenance Manager will be responsible for completing the evaluation. All evaluations will be reviewed by the direct supervisor and management prior to issuance.
 - 15.2.5 Employees who disagree with their evaluation may provide a written rebuttal, arrange to meet with the direct supervisor, Management for discussion or file a grievance if it pertains to process only.
- 15.3 The performance evaluation will be developed and/or updated through the Labor/Management Committee.
- 15.4 The Maintenance Manager will be responsible for implementing and carrying out a performance improvement plan for employees who have been placed on said improvement plan through the regular evaluation process.
- 15.5 When an employee is placed on a performance improvement plan, he/she will receive a letter which will identify the specific:
 - 15.5.1 Issues which necessitated implementation of a performance improvement plan;
 - 15.5.2. Areas in which the employee must demonstrate sustained improvement and consequences for failure to do so;
 - 15.5.3 Time period by which the employee will demonstrate improvement and
 - 15.5.4 The process for monitoring performance during that period.
- 15.6 The Union will receive quarterly reports on performance improvement plans through the Labor/Management Committee.

ARTICLE 16: DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 16.1 Employees and supervisors are encouraged to resolve matters concerning discipline through informal processes. Employees are entitled to Union Representation at meetings which may result in disciplinary action.
- 16.2 No regular (non-probationary) employee shall be disciplined except for just cause. Generally, discipline shall be progressive in nature. The District may bypass progressive discipline based on

the seriousness of the employee conduct. Examples of discipline include, but are not limited to, oral and written reprimands, suspension and termination.

ARTICLE 17: GRIEVANCE PROCEDURE

- 17.1 PURPOSE: The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances.
- 17.2 Any dispute between the District and the Union concerning the interpretation, application or violation of the express terms of this Agreement shall be deemed a contract grievance.
- 17.3 A contract grievance on behalf of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 17.4 Any discipline/discharge will be handled as expeditiously as possible by all parties.
- 17.5 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 17.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based; that date being thirty (30) calendar days or less prior to the initial filing of the grievance.
- 17.7 A contract grievance shall be processed in accordance with the following procedure:
- Step 1: A contract grievance shall be orally presented by the Union Representative to the immediate management supervisor by the aggrieved employee and/or Union representative within fifteen (15) calendar days of the alleged contract violation. The immediate management supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate management supervisor shall orally answer the grievance within fifteen (15) calendar days after discussion of the alleged contract grievance with the Union Representative.
- Step 2: If the contract grievance is not resolved as provided in Step 1, it shall be reduced to written form, which shall include identification of the section(s) of the Agreement allegedly violated, the violation, including the date of violation and the remedy sought. The Union Representative shall forward the written contract grievance to the Director of Facilities within fifteen (15) calendar days after the Step 1 answer. The Director of Facilities or designee shall thereafter convene a meeting within fifteen (15) calendar days between the Union Representative and aggrieved employee, together with any members of management whose presence is deemed necessary by the District to a fair consideration of the alleged contract grievance. The Director of Facilities or designee shall give a written answer to the Union within fifteen (15) calendar days after the contract grievance meeting.
- Step 3: If the contract grievance is not resolved as provided in Step 2 above, or if the contract grievance is initially submitted at Step 3 pursuant to Article 15.3, the written contract grievance defined in the same manner as provided in Step 2, shall be forwarded within fifteen (15) calendar days after the Step 2 answer to the Assistant Superintendent for Human Resources with a copy to the appropriate supervisor. The Assistant Superintendent for Human Resources or designee shall investigate the alleged contract grievance and, if deemed appropriate, the Assistant Superintendent for Human Resources or designee shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected supervisor

who shall, in turn, give the Union an answer in writing fifteen (15) calendar days after receipt of the contract grievance or the meeting between the parties.

Step 4: If the grievance has not been resolved as provided in Step 3 above, the Union or the District may request mediation through the King County Alternative Dispute Resolution Program with the District within fifteen (15) calendar days of receipt of the Step 3 grievance response.

- a. The parties will meet at mutually agreeable times to attempt to resolve the matter.
- b. If the matter is resolved, the grievance will be withdrawn.
- c. If the matter is not resolved, the grievance will continue through the grievance process.
- d. The moving party can initiate the next step of the grievance process at the appropriate times, irrespective of this process.
- e. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.
- f. This section does not supersede or preclude any use of the grievance mediation later in the grievance process.

Step 5: If the contract grievance is not settled in Step 3 or Step 4, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within thirty (30) calendar days after the answer in Step 3 or Step 4, and shall be accompanied by the following information:

- a. Identification of section(s) of Agreement allegedly violated as presented in Step 2 or mutually amended;
- b. Nature of the alleged violation of presented in Step 2 or mutually amended;
- c. Question(s) which the arbitrator is being asked to decide;
- d. Remedy sought.

17.8 The parties shall abide by the award made in connection with any arbitral difference. There shall be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

17.9 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

- a. The arbitrator shall have no power to render a decision what will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union and the employees involved.
- c. The cost of the arbitrator shall be borne equally by the District and the Union and each party shall bear the cost of presenting its own case.

- d. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

ARTICLE 18: SAVINGS CLAUSE

- 18.1 If any provision(s) or any application(s) of this Agreement to any employee or group of employees shall be found contrary to law, then such provision(s) or application(s) shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and affect for the term of this Agreement, and the parties shall, thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE 19: WORK STOPPAGE

- 19.1 The Union agrees not to cause any strikes or stoppages of work, and the District agrees not to engage in any lockouts during the life of this agreement.
- 19.2 It shall not be a violation of this Agreement or cause for discipline or discharge for any employee to refuse to cross a legal picket line (sanctioned by the Machinists Union) in the performance of his/her duties, as provided under this Article.

ARTICLE 20: SAFETY AND SANITARY CONDITIONS

- 20.1 The District shall comply with State Safety and Sanitation Laws, where applicable, and shall maintain safe and sanitary condition in all its maintenance shop operations.
- 20.2 Adequate dressing rooms and washing facilities shall be furnished by the District. All toilets, lunchrooms, and working areas shall be kept in a clean and sanitary condition, properly lighted, heated and ventilated and soap, hot water and towels shall be furnished. Employees shall cooperate with management in the maintenance of a generally well-kept shop in the proper use of sanitary facilities.
- 20.3 GENERAL CONDITIONS: All coveralls necessary in the performance of their work shall be furnished and laundered by the District (minimum of two (2) pairs per week per employee).

ARTICLE 21: HIRING

- 21.1 The District will call upon the appropriate Union to refer qualified applicants for work in the classifications herein contained.
- 21.2 Selection and referral of applicants for jobs shall be on a non-discriminatory basis and shall in no way be affected by race, color, age, gender, creed, national origin, ancestry, economic status, pregnancy, honorably-discharged veteran or military status, physical appearance, religion, marital status, sexual orientation including gender expression or identity, the presence of any mental, physical or sensory disability, except as may be permitted to meet a bona fide occupational qualification, or the use of a trained dog guide or service animal by a person with a disability, nor by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- 21.3 When the District has placed an oral written order for referral of workers from the Union and should a shortage of applicants exist, and they cannot be supplied by the Union within forty-eight (48) hours from the time workers ordered are required to report to the job, Saturdays, Sundays and holidays excluded, the District may then seek applicants from other sources. When the District so hires workers from sources other than the Union, the District shall notify the Union in accordance with 4.2 of this Agreement.

ARTICLE 22: TOOLS

- 22.1 All special and heavy-duty tools required by the District shall be furnished by the District. The tool kit generally furnished by Journeypersons shall not be classified as special tools.
- 22.2 The District will reimburse employees for loss of hand tools/equipment due to fire, theft or catastrophe on the District's premises, less \$50.00 on each loss. An annual inventory must be submitted to the District by September 1st of each fiscal year.
 - 22.2.1 Claims will be honored only for tools/equipment which have been approved and listed on an appropriate inventory form and filed with the District.
 - 22.2.2 Employees shall notify management whenever they remove their tools from the District's premises.
- 22.3 Each regular employee will receive a \$500 tool allowance in their October monthly pay check if a current annual tool inventory has been provided to the District on or before September 1st of the new fiscal year

ARTICLE 23: PERSONS PROHIBITED

- 23.1 Work normally performed by bargaining unit employees may be contracted out by the District only for legitimate operational or economic reasons.
- 23.2 Prior to the subcontracting of any work, the District and the Union shall meet and discuss the alternatives to such subcontracting.

ARTICLE 24: TERM OF AGREEMENT

- 24.1 This Agreement shall become effective when signed by both parties and shall remain in full force and effect through August 31, 2018. Written notice or intent to terminate or modify this Agreement must be served by the requesting party at least sixty (60), but no more than ninety (90), days prior to the expiration date of this Agreement.

ARTICLE 25: ENTIRE AGREEMENT

- 25.1 The terms and provisions of this Agreement, together with the terms and conditions of any supplemental agreements hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements or understandings, whether written, oral or implied, concerning such subject matter.
- 25.2 The District shall not enter into any agreement or contract with its employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement or any supplemental agreements between the parties. Any such agreement or contract shall be held null and void.

ARTICLE 26: BULLETIN BOARD

- 26.1 A bulletin board shall be designated for the posting of Union materials and/or fliers concerning Union business or notices.

ARTICLE 27: LABOR/MANAGEMENT COMMITTEE

- 27.1 The Union may participate in the joint Labor/Management Committee between the District and

the Seattle/King County Building and Construction Trades Council on a monthly basis for the purpose of building cooperative working relationships and for discussing, approving and/or proposing resolutions to:

1. Issues or problems of District policy which affect the bargaining unit;
2. Issues or problems related to contract administration, other than formal grievances which are being processed; and
3. Other matters of mutual concern.

APPENDIX A

**AUTOMOTIVE MACHINISTS LOCAL NO. 289
2015-16 to 2017-18 SALARY SCHEDULE – 260 (AU1)
Effective 9/1/2015**

JOB TITLE		2015-2016	2016-2017	2017-2018
Journeyman	Hourly	\$28.33	\$28.89	\$29.47
	Monthly	\$4,909.74	\$5,007.93	\$5,108.09
Journeyman w/Shift Diff	Hourly	\$30.37	\$30.97	\$31.59
	Monthly	\$5,263.33	\$5,368.60	\$5,475.97
Foreperson	Hourly	\$31.16	\$31.78	\$32.42
	Monthly	\$5,400.71	\$5,508.73	\$5,618.90
Foreperson w/Shift Diff	Hourly	\$33.16	\$33.78	\$34.42
	Monthly	\$5,747.38	\$5,855.39	\$5,965.56

* Automotive Machinists Local 289 (AU1) effective 9/1/2015 w/2% increase, and 2% increases for 2016-2017 and 2017-2018.

** State funded pass-through increases are not reflected in this schedule.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS DISTRICT LODGE NO. 160,
LOCAL NO. 289
ESSB 5940

Seattle Public Schools (SPS) and the international Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 289 (the Union), mutually acknowledge that, among other things, Section 3 of HSSB 5940, which took effect on July 11, 2012, directs Washington state school districts to make progress:

(a) on “promoting health care innovations and cost savings and significantly reducing administrative costs;”

(b) “toward employee premiums that are established to ensure that full family coverage premiums are not more than three times the premiums for employees purchasing single coverage for the same coverage plan, unless a subsequent premium differential target is defined as a result of the review and subsequent actions described in section 6 of this act;” and

(c) to “offer employees at least one health benefit plan that is not a high deductible health plan offered in conjunction with a health savings account in which the employee share of the premium cost for a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the share of premium cost paid by state employees during the state employee benefits year that started immediately prior to the school year.”

Therefore, SPS and the Union mutually agree to make good faith efforts to work together during the term of this agreement to make progress as directed by this law.

***This Memorandum is considered signed when the Agreement is signed.**