

CONTRACTUAL AGREEMENT BETWEEN

AUBURN SCHOOL DISTRICT NO. 408

and

AUBURN ASSOCIATION OF AUTOMOTIVE MACHINISTS

September 1, 2008 – August 31, 2011

PREAMBLE

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

The Auburn Association of Automotive Machinists, hereinafter "Association," recognizes the ability of the school district, hereinafter "District," to provide wages and working conditions satisfactory to its employees, is, to a large extent, dependent on the cooperation of the employees in maintaining efficient and, so far as possible, stabilized operation of the mechanical department. In furtherance therefore, of the above stated purposes, it is hereby agreed:

Nothing within this Agreement pertains to employees not employed on a regular basis, but subject to call.

ARTICLE I

RIGHTS OF THE EMPLOYER

Section 1.1 It is agreed that the statutory and usual rights, powers, function, and authority of management are vested in management officials of the District. Without in any way limiting the generality of the foregoing, this will include the right, in accordance with the applicable laws and regulations, to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District will retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. The right to make reasonable rules and regulations will be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies and practices, and matters of working conditions, the District will give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE II

RIGHTS OF THE EMPLOYEE

Section 2.1 It is agreed that the employees in the units defined herein will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees will be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District will take whatever action is required, or refrain from such action, in order to assure employees that no interference, restraint,

coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 2.2 Each employee will have the right to bring matters of personal concern to the attention of the appropriate Association representatives and/or appropriate officials of the District.

ARTICLE III

DISCRIMINATION AND AFFIRMATIVE ACTION

Section 3.1 Neither the District nor the Association will illegally discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, national origin, age, marital status, or because of the presence of any sensory, mental, or physical handicap with respect to a position, the duties of which may be performed efficiently by a handicapped employee without danger to the health or safety of the handicapped person or others.

Section 3.2 The Association agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict or inconsistent with the District's affirmative action program. Should issues arise which are inconsistent between this Agreement and the District's affirmative action program, such issues will be resolved consistent with RCW 49.60.

ARTICLE IV

MAINTENANCE OF MEMBERSHIP

Section 4.1 Each employee subject to this Agreement who, on the effective date of this Agreement, is a member of the Association will, as a condition of employment, maintain membership in the Association during the period of this Agreement.

ARTICLE V

PROBATIONARY PERIOD

Section 5.1 An employee new to the District will be on probation for a minimum of **ninety (90)** working days. During this probationary period, the District may discharge such employee at its pleasure. At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

ARTICLE VI

DUES DEDUCTION

Section 6.1 Upon receipt of an individually-written authorization by a bargaining unit employee, the District will deduct from the pay of such employee the amount of dues as certified by the secretary of the Association to be uniformly required as a condition of membership in the Association and will transmit the same to the treasurer of the Association.

Section 6.2 Dues deduction authorization by the employee will be on a form approved by the parties hereto and will be effective for the term of this Agreement.

Section 6.3 The Association will indemnify, defend, and hold the District harmless against any claims made against and any suit instituted against the District on account of any check-off of Association dues or problems or concerns resultant from the District's transmittal of dues collected. The Association agrees to refund to the District any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

ARTICLE VII

SALARY SCHEDULE

Section 7.1 Salaries (see page 12)

Section 7.2 Work Week The above salaries are based on a standard work week of forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days.

Section 7.3 Reduction in Hours or Work Week In the event the District deems it in the best interest of the District to work any employee less than the normal forty-hour (40) week, the District will notify the affected employee of the reduction in hours or days at least one (1) hour prior to the termination of the shift preceding the reduction. Provided, however, if the employee works a full shift on Monday of any week, the employee will suffer no reduction in time for that work week.

Section 7.4 Summer Work Schedule At the discretion of the District, mechanics may elect a ten-hour, four-day-per-week schedule from the Monday following the last day of the regular school year through the second Friday prior to the opening date of the succeeding school year, provided the actual schedule of days worked will be at the discretion of the District.

ARTICLE VIII

VACATIONS

Section 8.1 Holidays During Vacation Should a holiday occur while a twelve (12)-month employee is on vacation, the employee will be authorized one (1) additional day of vacation pay at base rate in lieu of such holiday.

Section 8.2 Vacations All employees subject to this Agreement will be allowed hours of vacation credit based on hours worked during the fiscal year, September 1 through August 31. Such vacation credit will be earned, vested and used as designated in this Article.

Section 8.3 The vacation credit to which an employee will be entitled will be computed in accordance with the following rules:

Section 8.3.1 An employee with less than five (5) years service will earn one (1) hour vacation credit for each twenty-four (24) hours worked, not to exceed eighty (80) hours of vacation salary for any one (1) fiscal year.

Section 8.3.2 An employee with more than five (5), but less than ten (10) years of service, will earn one (1) hour vacation credit for each sixteen (16) hours worked, not to exceed one hundred twenty (120) hours of vacation salary for any one (1) fiscal year.

Section 8.3.3 An employee with more than ten (10) years service will earn one (1) hour vacation credit for each twelve (12) hours worked, not to exceed one hundred sixty (160) hours of vacation salary for any one (1) fiscal year.

Section 8.3.4 In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (1/2) hour; otherwise it will be counted a full hour.

Section 8.3.5 All straight-time hours for which an employee is paid, exclusive of vacations and holidays, will be computed as hours worked in the computation of vacation credit.

Section 8.3.6 It is mutually agreed that vacations will be scheduled at the request of the employee, in consultation with the supervisor, unless such vacation time would disrupt the normal activities of the District.

ARTICLE IX

ADDITIONAL COMPENSATION

Section 9.1 Following a standard work week, with the same daily schedule of work prevailing, overtime will be paid for any excess of forty (40) hours worked in said week or eight (8) hours in one (1) day, with the authorization of the director of transportation.

Section 9.1.1 Time-and-a-Half Pay

- A. Called in early
- B. Kept late

Section 9.1.2 Double-Time Pay

- A. Being called out from home after working an eight (8) hour shift in a twenty-four (24) hour period—two (2) hour minimum. Calls for work will be based on seniority with the senior mechanic being called first and so on down the seniority list.
- B. Saturdays
- C. Sundays

Section 9.1.3 Holidays The mechanic will receive two (2) times the regular pay in addition to the paid holiday.

Section 9.1.4 Work Assignment All bargaining unit work will be performed by bargaining unit employees only. However, the supervisor/foreman may perform emergency road work and work overflow so long as such does not result in layoff or reduction of employees.

Section 9.1.5 Shift Revision If any work begins before 5 a.m. or ends later than 6 p.m., or the work days change from Monday through Friday, the Association reserves the right to negotiate such change.

ARTICLE X

HOLIDAYS

Section 10.1 The following holidays will be designated as such and any work performed on holidays will be paid for at the overtime rate for not less than four (4) hours:

- | | |
|----------------------------|----------------------------|
| Day before New Year's Day | Labor Day |
| New Year's Day | Veterans Day |
| Dr. Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving Day |
| Memorial Day | Day before Christmas Day |
| Independence Day | Christmas Day |

Section 10.2 When any recognized holiday falls on a Saturday or Sunday, either the preceding Friday or the Monday following will be given as a holiday; provided school is in session on the Friday preceding or the Monday following, compensating time off will be given.

ARTICLE XI

Section 11.1 Sick Leave Twelve (12) month employees will receive twelve (12) days sick leave annually. Eleven (11) month employees will receive eleven (11) days sick leave annually. An employee hired during the year, or an employee with less than an eleven (11) month assignment, will be entitled to the number of days based on the maximum allowable and computed in direct relationship to the number of working days in the year, rounded to the nearest one-half (1/2) day, provided, however, less than full-time employees shall be entitled to that portion of ten (10) days as the total number of days worked bears to one hundred eighty (180) days. Employees shall receive their annual accumulation at the beginning of the school year. If on the date of resignation or discharge an employee has used more sick leave than earned, the unearned leave shall be deducted from the employee's final check. Sick leave may be accumulated up to the number of days/shifts in the employee's assigned work year. Salary deduction for absence in excess of the allowance will be based on the number of working hours and/or days.

The employee must report an absence as soon as known, and no later than one (1) hour prior to that employee's starting time on the day of the absence, if possible. The employee must submit an "Absence from Duty" form at the work site within forty-eight (48) hours of returning to work. A report of absence in excess of five (5) consecutive days will have attached to it a written statement from a physician verifying the dates of the absence and releasing the employee to return to work. Such verification will be received by the District prior to reinstatement of the employee's pay status.

Illness or disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are considered temporary disabilities and will be treated as any other personal illness or disability. Within the first sixteen (16) weeks of pregnancy, the employee will provide the District a statement from a licensed medical doctor authorizing the employee's continued service in the position as assigned. Further, the employee will provide a statement from a licensed medical doctor regarding any change of status or limitations.

Section 11.1.1 Attendance Incentive Compensation for accrued, but unused sick leave shall be as provided in Chapter 275 of the Laws of the State of Washington, 1983 Legislative Session, and RCW 28A.58, as amended.

Section 11.2 Emergency Leave A maximum of three (3) paid days, which are deducted from leave days, will be allowed annually for absences owing to suddenly precipitated problems which are of such a nature that preplanning was not possible or could not have relieved the necessity for the employee's absence.

Additional emergency leave days may be granted by the superintendent or designee. The employee must submit an "Absence from Duty" form to the supervisor or designee within forty-eight (48) hours after returning to work.

Section 11.3 Bereavement Leave Bereavement leave is intended to provide time for the employee to attend to the arrangements for and/or attend services of individuals included in this subsection. Bereavement leave will be allowed as follows: **1)** Death of spouse, son, or daughter--up to five (5) consecutive days. **2)** Death of father, father-in-law, mother, mother-in-law, parent surrogate, sister,

brother, and any other relative who is a member of the employee's household or of whom the employee is the sole support--up to three (3) consecutive days. 3) Death of other immediate family--one (1) day per bereavement. In addition to the above, the immediate family will include son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren. Death of a relative not listed in 1, 2, or 3 above, or a close personal friend--one (1) day per year to attend funeral or memorial services.

The employee must submit an "Absence from Duty" form to the supervisor or designee within forty-eight (48) hours after returning to work.

Section 11.4 Workmen's Compensation and State Industrial Insurance Any employee covered by Workmen's Compensation and State Industrial Insurance will, upon loss of time due to a job-related injury or illness, be paid leave in the amount of the difference between the employee's regular pay and compensation received. The full amount of leave will be paid for the first three (3) working days. Should an employee later receive compensation for the first three (3) days of absence the amount paid the employee will be credited to the District from monies due the employee in the next payroll period. That portion of leave paid, as determined by the ratio of regular leave and State Industrial Compensation, will be charged against the employee's accrued leave.

Section 11.5 Legal Commitments and Transactions In the event an employee, subject to this Agreement, is summoned to serve as a juror, or appear as a witness in court on school district business, or is named as a co-defendant with the District, the employee will receive the normal day's pay for each day required in court; provided, however, that any compensation received for such service will be paid to the District. Such payment will not exceed the employee's normal daily pay, less bona fide expenses. In the event the employee is a party (plaintiff or defendant) in court action, absence may be granted without pay.

ARTICLE XII

DISCHARGE

Section 12.1 All employees will be entitled to receive a statement of reasons for discharge and have an authorized Association representative present at a hearing upon request. The District must show just cause for discharge.

ARTICLE XIII

SENIORITY

Section 13.1 If qualifications are equal, unit 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.

ARTICLE XIV

SPECIAL TOOLS AND TOOL INSURANCE

Section 14.1 All special heavy duty tools required by the employer will be furnished by the employer. The tool kit generally furnished by journeymen will not be classified as special tools. The employer will reimburse employees for loss of required air tools, hand tools, and cabinets due to fire or catastrophe on the employer's premises, less \$25 on each loss. Claims will be honored only for tools which have been listed on an appropriate inventory form and filed with the District. Employees will notify management whenever they remove their tools from the employer's premises.

ARTICLE XV

INSURANCE

Section 15.1 Health Insurance Provisions Effective September 1, 2008, through August 31, 2011, the District shall pay the state benefit allocation per month, per employee, per full-time equivalency towards mutually approved basic insurance benefits consisting of group dental, group vision, and medical. Dental and vision shall be the first deductions. The Health Care Authority (HCA) will be paid for by the District for each qualifying employee covered by this Agreement for each year of the Agreement. (For informational purposes only for 2008-09, the dollar amount is **seven hundred thirty-two dollars (\$732).**)

Effective September 1, 2008, the parties agree that the medical benefits providers shall be Blue Cross and Group Health.

Section 15.2 Physicals The District will pay an amount not to exceed one hundred fifty dollars (\$150) per FTE mechanic toward payment for an annual physical; or alternatively, will pay actual costs for an annual physical by a physician of the District's choice.

ARTICLE XVI

SHOP COMMITTEE AND GRIEVANCE PROCEDURE

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

Section 16.2 Prompt consideration will be given to grievances.

Section 16.3 Any complaint arising among the employees in the shop over the interpretation of this Agreement relative to hours, wages, overtime, working conditions, discrimination, classifications, or other terms of the Agreement will be referred to the Shop Committee within three (3) working days. Further steps, if necessary, will be in accordance with the following procedures:

Section 16.3.1 Complaints referred to the Shop Committee will be first taken up with the **shop** supervisor or other official designated by the District.

Section 16.3.2 If no satisfactory agreement is reached within a period of six (6) working days after the matter is first brought to the attention of the District, it will automatically be referred to a representative of the District and the business representative of the Association in writing.

Section 16.3.3 If the latter cannot reach an agreement within ten (10) working days (this period may be extended by mutual consent), the dispute, if mutually agreeable, will be referred promptly, in writing, to an arbitration committee, consisting of one representative of the employer, one representative of the Association, and a third member to be chosen by these two. In the event the arbitrators, designated by the parties, will be unable to agree upon the third arbitrator within five (5) working days, the Public Employment Relations Commission will be requested to submit a list of five (5) qualified and approved arbitrators, from which list the third arbitrator will be selected by the other two (2) members of the arbitration committee by alternately striking names from the list until only one name remains.

Section 16.3.4 The decision of the majority of the arbitration committee will be rendered, in writing, within ten (10) working days after the close of the hearing and will be final and binding upon all parties hereto. Any decision rendered will be within the scope of this Agreement and will not change any of its terms or conditions. The arbitration committee will, in its decision, specify whether or not the decision is retroactive and the effective date thereof.

Section 16.3.5 Any mutual expense incurred in the process of arbitration will be borne equally by the Association and the District.

Section 16.3.6 The Shop Committee will have the right, at any time, to request a meeting with the superintendent or designee to assist in the settlement of grievances. In the meantime, there will be no cessation of work.

ARTICLE XVII

SAFETY AND SANITATION

Section 17.1 The District will make every effort to comply with applicable safety codes set forth in Federal or State law, and the employees will cooperate in the use of all safety devices. All toilets, lunchrooms, and washrooms will be kept in clean and sanitary condition, properly heated and ventilated; and hot water, soap, and towels will be furnished. Employees will cooperate with management in the maintenance of a generally well-kept shop and in the proper use of sanitary facilities.

ARTICLE XVIII

LUNCH

Section 18.1 An employee will be entitled to a thirty (30) minute lunch break after four (4) hours of work in any shift. One (1) fifteen (15) minute break will be allowed at proper intervals within each four (4) hour work period.

ARTICLE XIX

ACCESS TO DISTRICT PERMISES

Section 19.1 For the purpose of investigating grievances arising under this Agreement, representatives of the Association, upon making their presence known to management, will have access to the shop premises of the District during business hours, providing that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

ARTICLE XX

CERTIFICATES

Section 20.1 All employees in positions covered by this Agreement who fail to provide such certificates as may be required by State or local law or regulations will not be allowed to work under the terms of this Agreement until said certificate is provided to the administrator of human resources.

ARTICLE XXI

SAVINGS CLAUSE

Section 21.1 In the event that any provision of this Agreement will at any time be declared invalid by any court of competent jurisdiction or through government regulations, or decree, such decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

ARTICLE XXII

TERM AND SEPARABILITY OF PROVISIONS

Section 22.1 The term of this Agreement shall be September 1, **2008**, to August 31, **2011**.

Contingent upon levy passage, the following increases shall be applied to the salary schedule:

- A. For September 1, **2008**, through August 31, **2009**, a **1% plus COLA** increase to the salary schedule.
- B. For September 1, **2009**, through August 31, **2010**, the salary schedule will be increased by the legislated pass through or COLA, plus **1%**.
- C. For **September 1, 2010, through August 31, 2011**, the salary schedule will be increased by the legislature pass through or COLA, plus **1.5% contingent upon levy passage**.

Section 22.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 22.3 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate salary; and provided further, that this Agreement shall be reopened as necessary to considered addition of new job titles within the machinists' unit or the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Signed this _____ day of _____, 2008.

FOR AUBURN SCHOOL DISTRICT NO. 408

AUBURN ASSOCIATION OF AUTOMOTIVE
MACHINISTS

By: _____

By: _____

Date: _____

Date: _____