



**ISSAQUAH
SCHOOL DISTRICT 411**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ISSAQUAH SCHOOL DISTRICT

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, AFL-CIO,

DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289

SEPTEMBER 1, 2019 – AUGUST 31, 2022



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AGREEMENT

PREAMBLE

The purpose of this Agreement is to provide, through collective bargaining, for harmonious relationships between the ISSAQUAH 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 interests of the taxpayers.

The Union recognizes the ability of the School District to provide wages and working conditions satisfactory to its employees and further recognizes that the District is, to a large extent, dependent on the cooperation of the employees in maintaining efficient and, so far as possible, stabilized operation of the Mechanical Department. In furtherance, therefore, of the above- stated purposes, it is hereby agreed:

ARTICLE 2 - DUES DEDUCTION

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

Dues deduction authorization by the employee shall be on a form approved by the parties hereto and shall be effective for the term of this Agreement. The Union will indemnify, defend and hold the Employer harmless against any claims made against and any suit instituted against the Employer on account of any checkoff of Union dues. The Union agrees to refund to the Employer any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past.

Except to the extent specifically abridged 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 improve work methods or equipment, and to contract out work if in the opinion of management such services are required due to special qualifications or emergency conditions; 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.

The exercise of the District's rights stated herein is an exclusive function of Management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation to employees of changes in procedures and causes for disciplinary action.

ARTICLE 4 - SALARY SCHEDULE -

Effective September 1, 2019 – Journeyman Base Wage will be increased to \$39.00. Effective September 1, 2020 and through the duration of this agreement general wages will be increased by the the legislatively funded IPD.

A. <u>Classifications:</u>	Effective: <u>9/1/19</u>
Journeyman	\$ 39.00
Vehicle Inventory Parts Specialist/Mechanic	\$ 39.00
Leadman	\$ 41.34
Shop Foreman	\$ 46.34

Lead Man pay shall be 106% of the Journeyman rate.

Effective July 1st, 2019 the Shop Foreman pay shall be 106% of the Journeyman rate plus \$5.00.

Second shift employees (a shift starting at 11:00 a.m. or later) shall have a thirty (30) minute lunch break with pay included in their eight (8) hour day. The work shift, therefore, will consist of seven and one-half (7½) hours. Second shift employees shall receive a 5% wage premium, with second shift being defined as any shift beginning at 11:00 a.m. or later. All shifts will commence on the hour or the half-hour.

B. Apprentice's Pay Schedule:

<u>1st Year</u>	<u>3rd Year</u>
1st 3 Months.....65% of Journeyman Scale	1st 6 Months...80% of Journeyman Scale
Next 9 Months73% of Journeyman Scale	2nd 6 Months..85% of Journeyman Scale
 <u>2nd Year</u>	 <u>4th Year</u>
Full 12 Months....77% of Journeyman Scale	1st 6 Months...90% of Journeyman Scale
	2nd 6 Months..95% of Journeyman Scale

C. Workweek: The above salaries are based on a standard workweek of forty (40) hours per week, consisting of five (5) consecutive days.

ARTICLE 5 - APPRENTICESHIP

In the interest of training good, qualified Mechanics, it is understood that the School District, when hiring other than Journeyman Mechanics, will adopt the Greater Puget Sound Area Automotive Machinists' Joint Apprenticeship Standards developed by the Greater Puget Sound Area Automotive Machinists' Joint Apprenticeship Committee and registered with the Washington State Apprenticeship Council.

The District to pay apprenticeship tuition not covered by the State.

ARTICLE 6 - ADDITIONAL COMPENSATION

Time worked in excess of forty (40) hours per week or eight (8) hours per day, as authorized by the Director of Transportation, shall be considered overtime and shall be paid at the rate of one and one-half (1½) times the hourly rate for the first two (2) consecutive hours and double time thereafter. The same daily schedule of work shall prevail in any one (1) week.

Mechanics are on call twenty-four (24) hours a day in case of emergency. In the event of an emergency call-out, a minimum of three (3) hours shall be paid at the appropriate overtime rate. Call-out time in excess of two (2) hours shall be paid at two (2) times the regular hourly rate. In those cases where a Mechanic is required to work on a holiday, the Mechanic shall receive one and one-half (1½) times the regular rate of pay in addition to the paid holiday. The District may give compensatory time off for overtime at the rate of time and one-half (1½) if the employee chooses to accept, provided such compensatory time is scheduled within ten (10) working days as the overtime occurs.

When a Mechanic is called into work before his/her normally scheduled shift, he/she shall have the option of working his/her normal shift in addition to the pre-shift hours worked.

In the event an employee is assigned to work as a foreman for six (6) days or more, they shall receive foreman's wages as listed in Article 4.

ARTICLE 7 - PERSONAL LEAVE

Each Mechanic shall be entitled to two (2) personal leave days per year. Personal leave days may be carried over each year, provided that the personal leave balance for any individual may not exceed (7) days.

ARTICLE 8 - VACATION ALLOWANCE

- A. All twelve (12) month employees shall be entitled to thirteen (13) vacation days with pay after completion of one (1) year of employment. After the completion of five (5) years of employment, the employee shall accumulate vacation at the rate of twenty-one (21) days per year. After the completion of ten (10) years of employment, the

employee shall accumulate vacation at the rate of twenty-three (23) days per year. After the completion of twenty (20) years of employment, the employee shall accumulate vacation at the rate of twenty five (25) days per year. After the completion of twenty five (25) years of employment, the employee shall accumulate vacation at the rate of twenty six (26) days per year.

B. Part-time help will accrue two (2) hours' vacation for each forty (40) hours worked. Part-time help employees shall take their vacations during the summer when school is not in session.

C. All vacations must be scheduled with the shop foreman subject to the approval of the Transportation Supervisor.

1. Prior to a new school year, vacation periods may be scheduled on a seniority basis. After September 30, the first person requesting a specific period shall be given preference for that period.

2. At least two (2) Mechanics must be on duty any time the shop is open. The Director of Transportation may authorize more than one person to be on vacation at a time if such vacation does not interfere with the reasonable needs of the department.

3. During those times that school is in session, any one (1) mechanic may take up to three (3) weeks' vacation with thirty (30) days' advance notice. One (1) to two (2) days' vacation, consistent with C. 2 above, may be taken with twenty-four (24) hours' advance notice. The Director of Transportation, or designee, may approve additional days on short notice if the work load permits.

D. Employees may bank up to thirty (30) days' vacation.

ARTICLE 9 - HOLIDAYS

The following holidays shall be designated as such and any work performed on holidays shall be paid for at the overtime rate for not less than four (4) hours. When any recognized holiday falls on a Saturday or Sunday, either the preceding Friday or the Monday following shall be given as a holiday.

The following holiday schedule shall be in effect for the 2011-2013 contract period only:

Labor Day	One (1) Day
Veterans' Day	One (1) Day
Thanksgiving	Two (2) Days
Christmas - New Year	Six (6) Days

Presidents' Day	One (1) Day
Memorial Day	One (1) Day
Independence Day	One (1) Day
(Martin Luther King Day	Holiday without pay)*

*Exception: For school years with only 259 possible paid days, Martin Luther King Day will be a paid holiday to establish a 260 paid day calendar. During school years with 262 possible workdays, the day preceding the Christmas - New Year's holiday will be a holiday without pay (one (1) day) to maintain a 260 paid day calendar.

Employees volunteering to work any holidays between Christmas and New Year's shall have those days worked as flex holidays and schedule alternate days off with the Director of Transportation.

ARTICLE 10 - ILLNESS, INJURY, AND EMERGENCY LEAVE

- A. Mechanics shall accumulate disability/emergency leave at the rate of twelve (12) days per year. Less than a year shall be appropriately prorated. The twelve (12) disability leave days count toward retirement and the Illness, Injury, and Emergency Leave buy-back plan, as provided by the State.
- B. Unused emergency/disability leave allowed in any year may be cumulative up to one hundred eighty (180) working days.
- C. A deduction of one (1) day of Illness, Injury, and Emergency Leave leave credit shall be made for each day's absence due to personal illness or emergencies. Emergencies shall include but not be limited to:
 - Illness in the family, funerals other than immediate family;
 - Time to fulfill requirements of adoption that cannot reasonably be scheduled when school is not in session; and
 - Emergencies resulting from childbirth or other medical emergencies in the employee's immediate family.
- D. Any employee, entitled to Illness, Injury, and Emergency Leave leave, required to be absent in excess of five (5) consecutive work days, may be required to have such absence verified by a written statement from a physician. Effective September 1, 2009, any employee, entitled to Illness, Injury, and Emergency Leave leave, required to be absent in excess of four (4) consecutive work days, may be required to have such absence verified by a written statement from a physician. Effective September 1, 2010, any employee, entitled to Illness, Injury, and Emergency Leave leave, required to be absent in excess of three (3) consecutive work days, may be required to have such absences verified by a written statement from a physician.

Request for Illness, Injury, and Emergency Leave leave must be made to the Supervisor as early as possible.

- E. Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be entitled to a full day's pay for the day on which the accident occurred, provided it shall be medically certified by a physician as a disabling accident. The employee shall also be paid Illness, Injury, and Emergency Leave leave in the amount of the difference between his regular pay and that paid by State Industrial for the first three (3) days off the job. Full amount of Illness, Injury, and Emergency Leave shall be paid for the second and third day of absence. Should an employee be later paid by State Industrial for the first three (3) days of absence, the amount paid by State Industrial for the first three (3) days shall be credited to the District from money due to the employee in the next payroll period. The prorated part of emergency disability leave determined by the ratio of regular Illness, Injury, and Emergency Leave leave the State Industrial Compensation shall be charged to the employee as time off the job. The only Illness, Injury, and Emergency Leave leave allowed would be that which the employee has accumulated.

Employees who become injured on the job and who are eligible for Labor and Industries benefits may be offered temporary bargaining and/or non-bargaining unit, light duty work during rehabilitation period. Such work shall be equally available to all similarly situated employees, although it is recognized that such employment may not be available for every injured employee.

The purpose of this light duty work provision is to provide persons who are currently unable to perform their normal work the ability to remain in active employment with the Employer during a period of recovery. It is understood that such individuals remain members of their bargaining unit, continue to pay dues and will be paid at their current hourly wage for the hours they work.

- F. An employee who returns from an approved unpaid leave of absence by the Executive Director of Human Resources shall be placed in his/her original position within three (3) months of the start of the leave. Employees who return between three (3) and six (6) months will be placed into the first available open position.

ARTICLE 11 – EVALUATION

Upon completion of an employee's ninety (90) workday probationary period, and annually thereafter, such employee shall have his/her performance evaluated.

Each evaluation shall concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate.

A copy of any evaluation shall be placed in the employee's personnel file and a copy shall be given to the employee.

ARTICLE 12 – ATTENDANCE INCENTIVE

The following attendance program will be utilized to encourage consistency and operational efficiency for the Mechanics in the Transportation Department by reducing the number of days employees are off the job. An employee must be a current employee at the commencement and conclusion of the award period to be eligible. Employees shall receive the following financial incentive for attendance based on their use of leave (excluding jury duty, approved L&I claims – up to 20 working days, bereavement, administrative leave with pay, and leave for labor-relations purposes).

- (a) Two hundred twenty five dollars (\$225) for an employee who misses two (2) or three (3) workdays for each of the two (2) calendar periods as defined by September 1 through January 31, and separately February 1 through August 31;

OR

- (b) Five hundred dollars (\$500) for an employee who misses one (1) workday or less for each of the calendar periods as defined by September 1 through August 31, and separately February 1 through August 31.

Bonus shall be paid in March and October.

ARTICLE 13 – DISCIPLINE/DISCHARGE

Warning notices for attendance and performance, and any related insubordination discipline, shall not be valid after twelve (12) months for purposes of advancing to the next level of discipline. Warning notices for conduct including insubordination, not related to the afore mentioned, shall not be valid after thirty six (36) months for the purpose of advancing to the next level of discipline.

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

ARTICLE 14 - BEREAVEMENT LEAVE (NON-ACCUMULATIVE)

A maximum of five (5) days bereavement leave shall be allowed for each death in the immediate family. Immediate family shall be defined as the following family relations to both employee and spouse: father, mother, spouse, children, siblings, grandparents, grandchildren, aunts, uncles, nephews, nieces and any relative or significant other residing in the employee's household.

One (1) day of bereavement leave will be allowed for a close friend. This day may be taken from personal leave or emergency leave.

ARTICLE 15 - SENIORITY

Seniority shall be the actual date of hire upon completion of a probationary period of ninety (90) working days. The probationary period shall also be extended one (1) day for each day the employee is absent for an excused or unexcused absence. 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.

Probationary employees may be discharged at any time during their probationary period. Seniority shall be considered in all shift assignments. 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 within the bargaining unit. An employee who is laid off shall be on a recall list for one (1) year, until recalled, or until the person fails to keep the District informed of current address and telephone number, whichever is the shorter period of time. The most senior qualified person on the recall list shall be recalled.

ARTICLE 16 - TOOLS

It shall be understood that Mechanics coming under this salary schedule shall provide their own hand tools (1¼" opening and under). The School District will pay up to a maximum of one thousand five hundred dollars (\$1,500) for replacement and needed new tools upon receipt being presented to and approved by the Shop Supervisor of Transportation. Open purchase orders for this purpose shall be maintained with at least two quality vendors.

Approved work boots and personal safety equipment (such as fitted safety glasses, etc.) are acceptable as part of tool cost reimbursement under this allowance.

Approved safety shoes are required. The School District shall provide insurance covering the loss of hand tools owned by the individual Mechanic, and as listed with stated values. Inventories of all personally owned hand tools shall be updated and kept current, and placed with the Business Services office. Other tools (including metric) will be furnished by the Issaquah School District. Coveralls shall be furnished and laundered by the District.

The School District shall provide repairs/replacements approved by the Director of Transportation for those air and cordless electric tools and batteries which are owned by the employees and used primarily for School District work.

Mechanics will be allowed to carry over unused tool money, not to exceed three thousand dollars (\$3,000.00), from one year to the next to purchase approved high cost equipment.

ARTICLE 17 - HEALTH AND WELFARE

From 9-1-2019 to 12-31-2019:

Funding and calculation of the allocation of the Benefit Pool shall be determined during the months of September and October by multiplying the bargaining unit FTE (Fulltime Equivalent) by the monthly state allotment.

Each bargaining unit member with a regular assignment on the October payroll cutoff of each year shall be eligible for the pooling amount towards health benefits.

The cost of mandatory group dental, long-term disability and vision insurance premiums will be subtracted from the pool first with the remainder applied toward medical benefits.

If selected medical plan premiums exceed the funds available from the Pool, the excess cost will be paid by automatic payroll deduction from those employees whose premiums exceed the maximum amount available.

The District open enrollment period will only be available to new bargaining unit employees (hired between ratification of this agreement and 11-30-2019) or to employees whom have a "qualifying event during the aforementioned time period.

Each year of this Agreement the funding of the health benefits for the bargaining unit shall include the full amount apportioned by the state plus the full replacement of the the retiree carve out, times the FTE of the bargaining unit.

Effective:1-1-2020

The Employer and the Union agree that Article 17 and the, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar State wide jurisdictions.

ARTICLE 18 - GRIEVANCES

Before filing a grievance, the employee shall have attempted to resolve the problem through discussions with the Director of Transportation. The employee shall bring the matter to the attention of the Director of Transportation within ten (10) workdays of the time the alleged violation occurred.

If the Director of Transportation and the employee are thereafter unable to resolve the problem through informal discussion within ten (10) workdays of the matter being brought

to the Director of Transportation, the employee has ten (10) additional working days that they may file a written grievance with the Director of Transportation. The written grievance shall state the nature of the grievance, the facts regarding the grievance and the remedy sought. The employee shall not present information or claims at subsequent steps in these procedures not presented to the Director of Transportation.

The Director of Transportation shall have ten (10) workdays to respond in writing to the employee.

If the Director of Transportation's response is not satisfactory to the employee, he/she may, within ten (10) workdays from the receipt of the response, file the same grievance with the Superintendent or designee.

Upon receipt of the grievance, the Superintendent or designee shall arrange a hearing of the grievance. After hearing the grievance, the Superintendent or designee shall respond in writing within ten (10) workdays. The employee may have a Union Representative present at any meeting regarding the grievance and may be represented by the Union or legal counsel. If the grievance does not involve a violation of this Agreement, State or Federal law, the decision of the Superintendent or designee shall be final. All expenses incurred shall be paid by the party incurring the expense.

If the response from the Superintendent or designee is not satisfactory to the employee and the grievance allegedly concerns violation of this Agreement, State or Federal law, the matter shall be referred to the American Arbitration Association for binding arbitration. The rules of the American Arbitration Association shall be used. If the arbitrator finds for the employee, he/she shall decide the appropriate remedy. Any financial remedy shall not exceed the loss of salary and benefits resulting from the contract violation. Each party to the arbitration shall pay their legal expenses plus 50% of the cost of the arbitration.

ARTICLE 19 - SAFETY AND SANITATION

All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees.

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

ARTICLE 20- ACCESS TO EMPLOYER'S PREMISES

For the purpose of investigating grievances arising under this Agreement, accredited representatives of the Union, upon making their presence known to management, shall have access to the shop premises of the Employer during business hours, providing that

no conferences or meetings between employees and Union representatives shall, in any way, hamper or obstruct the normal flow of work.

ARTICLE 21 - JURY DUTY

Automotive Machinists shall be released with pay if subpoenaed to testify in court or to serve as a juror. Juror and witness fees will be returned to the District.

ARTICLE 22 - SEPARABILITY

In the event that any provisions 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.

ARTICLE 23 - SUBCONTRACTING

Except 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 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.

ARTICLE 24 - SKI SCHOOL

The standby mechanic duty on those Saturdays when District buses are used for District Ski School shall be rotated among those mechanics qualified and desiring to be in the rotation. Positions within the rotation shall be selected by seniority.

Two mechanics shall be assigned on the Saturdays when District buses are used for District Ski School.

Authorized weekend hours related to Ski School shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the first two (2) hours, and all hours in

excess of the first two (2) hours shall be paid at the rate of double time, whether or not the mechanics involved worked forty (40) hours during the preceding five (5) day period. There shall be a minimum of three (3) hours' pay guaranteed.

ARTICLE 25 - INSPECTION PERFORMANCE

Annual Scheduled Inspection Incentive Pay: For the life of this Agreement, employees who demonstrate superior performance on annual state bus inspections will receive additional compensation each year as follows:

The District will pay each employee six hundred fifty dollars (\$650) if 95% (rounded to the nearest whole bus) or more of the buses inspected pass the annual scheduled WSP bus inspection. If the annual scheduled WSP inspection is passed at 100% then employees will receive an additional three hundred fifty dollars (\$350) for a total of one thousand dollars (\$1,000).

All efforts will be made to request the annual inspection be scheduled after the close of the school year.

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

It is agreed that used buses acquired during the term of this Agreement will not be included in the out-of-service count for the first year following their acquisition.

Annual Unannounced Inspection Incentive Pay/Day: The District will pay each employee three hundred dollars (\$300) if 95% (rounded to the nearest whole bus) or more of the buses inspected pass the annual unannounced WSP bus inspection. If the unannounced WSP bus inspection is passed at 100% the employees will receive an additional two hundred dollars (\$200) for a total of five hundred dollars(\$500).

If the achieved rating is no buses "out-of-service", each employee will also receive one day off with pay to be added to the employee's vacation schedule for use between the date of notification of the inspection results and August 31 of the following year.

The incentive day must be used within the specified time period or will be lost. Incentive day is not subject to carry-over or cash-out.

ARTICLE 26 - ASE CERTIFICATION

Mechanics who obtain and maintain job related ASE Certificates will be paid an additional \$.25 per hour for each certificate, up to a maximum 4 (four) certificates.

ARTICLE 27 - SKILLS UPDATING AND NEW TECHNOLOGY EDUCATION

With the understanding that motor vehicle design, technology and troubleshooting methods are in a constant state of flux, the Employer has historically made a good faith effort to ensure employees covered under this Agreement have been advised of and afforded the opportunity to attend, at District expense, vendor-offered classes for the purpose of updating skills and obtaining training in new technology applicable to their work for the Employer. During the life of this Agreement, the Employer will continue to pursue this policy with the objective of maintaining a highly-skilled workforce in the Transportation Department.

ARTICLE 28 - VIDEO CAMERAS ON SCHOOL BUSES

Upon discovering that a mechanic has been video recorded, viewing of the recording will cease. Driver or drivers may continue to view any portion of the recording on which they appear. The Director of Transportation or designee may view any portion of the recording where students appear without mechanics prior knowledge or presence. Other portions of the recording may be scanned on fast forward, but may not be viewed at regular speed. The mechanic will then be notified and he/she will be given the chance to view that portion of the recording on which he/she appears. Only those portions of the recording where students are present may be viewed by anyone other than the mechanic or driver/drivers who appear on the recording. A private area for viewing the recording will be provided.

During conference viewing, only directly involved parties (i.e., parents/guardian, student, driver, mechanic, and Director of Transportation or designee) may view the recordings.

Video recordings may not be used in the formal evaluation process, or as evidence for disciplinary action against the mechanic, except in the case of unlawful acts.

Mechanics will not be responsible for programming the video cameras.

ARTICLE 29 - COMMERCIAL DRIVERS LICENSE

The District shall pay for each employees initial CDL test and licensing fee as well as fees associated with initial and all subsequent CDL physical examinations.

ARTICLE 30 - DRUG AND ALCOHOL TESTING

Bargaining members will comply with the District's drug and alcohol testing program as provided in District Policy 5202 and administrative procedures 5202P.

Bargaining members will be compensated for their time and expense associated with District Policy 5202 in accordance with the contract. Members will be tested within their scheduled work hours whenever reasonably possible. When available, District transportation will be provided. If no District transportation is available, the employee will be compensated for the use of their private vehicle at the District reimbursable rate in effect at that time.

A testing firm (Firm) will be contracted by the District to administer the drug/alcohol testing program. The Firm will randomly select members for testing purposes and submit a list to management. Upon receipt of the quarterly drug/alcohol testing notice, management will ensure that within two consecutive workdays members are tested. Employees will be sent in order of the list. Members absent upon date of notice will be rotated to the bottom of the list and will be tested upon their return to work.

When the District has reasonable suspicion that a member has violated the alcohol or controlled substances prohibitions of the District's policy and procedure, management will use two or more trained persons to make a determination when trained staff are available.

ARTICLE 31 - DIRECT DEPOSIT

Employees will be required to participate in a direct deposit program for pay warrants. Upon written request and approval by the Executive Director of Personnel, exceptions will be made for due cause. There shall be no limit on the number of times an employee may change direct deposit recipients. The District shall be responsible for the accurate and timely transferring of deposits.

ARTICLE 32 - INTERIM NEGOTIATIONS

Each year, during the month of May, either party may notify the other of a wage modification and a non-economic item which will be subject to negotiations following such notification.

ARTICLE 33 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect on September 1, 2019. The Agreement shall expire on August 31, 2022. If either the Union or the Employer desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

SIGNED this 17th day of September, 2019.

For the Union:


IAM Business Representative

For the District:


Ron Thiele, Superintendent


Jake Kuper, Chief Financial Officer