

**SERVICE EMPLOYEES INTERNATIONAL UNION**



**AND**

**ANACORTES SCHOOL DISTRICT #103**

**COLLECTIVE BARGAINING AGREEMENT**

**SEPTEMBER 1, 2009 - AUGUST 31, 2013**

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**2006-2009**  
**AGREEMENT BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 925**  
**AND ANACORTES SCHOOL DISTRICT #103**

**PREAMBLE**

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows.

**ARTICLE I**

**RECOGNITION**

Section 1.1 Recognition. The Board of Directors of Anacortes School District #103 (the District) recognizes the Service Employees' International Union, Local 925 (the Union), as the exclusive representative of all the employees in the bargaining unit described in Section 1.2.

Section 1.2 Consultations/Negotiations. It is agreed and understood that appropriate areas for discussion between the District and the Union are matters related to or affecting wages, hours, working conditions, and grievance procedures.

Section 1.3 Bargaining Unit. The bargaining unit to which this agreement is applicable is personnel performing work as regular full time and part time workers in the following departments: operations, transportation, food service, materials handling, and maintenance of the Anacortes School District, as defined in Section 1.3 of this Agreement, but excluding those designated by the Board of Directors as part of management, casual employees and office employees.

Section 1.3.1 Substitutes. The Union shall also represent substitutes who have been employed by the District for more than thirty (30) days of work within the current school year or the immediately preceding school year and continue to be available for employment as a substitute.

Section 1.4 Definitions of Employees.

Section 1.4.1 Regular Employee. All full-time and part-time annual employees, and all full-time and part-time school term employees.

Section 1.4.2 Annual Employees.

- 1) Full Time. a person employed for eight (8) hours per day for at least two hundred sixty (260) days per year, inclusive of holidays and vacation;

2) Part Time. a person employed for less than eight (8) hours per day for at least two-hundred sixty (260) days per year, inclusive of holidays and vacation.

Section 1.4.3 School Term Employee.

1) Full Time: a person employed for eight (8) hours per day for at least one hundred eighty (180) days per year, exclusive of holidays and vacation;

2) Part Time: a person employed for less than eight (8) hours per day for at least one hundred eighty (180) days per year, exclusive of holidays and vacation.

Section 1.4.4 Substitute Employee. A person employed to work in the position of an absent regular employee. Substitutes who do not meet the requirements of Section 1.2.1 for bargaining unit representation shall be paid at the District established rate of pay. The sole contractual rights accruing to such employees who do meet the requirement of Section 1.2.1 will be the appropriate placement on Schedule "A" of this Agreement.

Section 1.4.5 Temporary Employee An employee who fills a new position created by the District with the intent that the position will last for less than ninety (90) work days. In the event the work exceeds ninety (90) work days it will be posted in accord with Section 15.1.

## **ARTICLE II**

### **RIGHTS OF THE EMPLOYER**

Section 2.1 Rights. It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, evaluate, 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 levy loss, or for any other legitimate reasons, such as immorality, incompetence, etc. The District shall retain the right to maintain efficiency of the District operation by determining the number and the kinds of personnel by which such operation is conducted.

Section 2.2 Rules and Regulations. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to or affecting hours, wages, grievance procedures, and working conditions, the District shall give due regard and consideration to the rights of the Union and to the obligations imposed by this Agreement.

## ARTICLE III

### EMPLOYEE RIGHTS

Section 3.1 Discrimination. Neither the District nor the Union shall directly nor indirectly interfere with, restrain, coerce, or discriminate against the employees in their free right to organize and designate representatives of their choosing for the purpose of collective bargaining, or in the free exercise of any other right as guaranteed by RCW 41.56.

Section 3.2 Communication. Each employee shall have the right to bring matters relating to or affecting wages, hours, and working conditions to the appropriate management official of the District.

Section 3.3 Representation. Employees of the units subject to this Agreement shall be guaranteed the right to Union representation, as recognized under existing law.

Section 3.4 Personnel File. The only employee personnel file shall be the District personnel file maintained in the District personnel office. No other separate personnel file shall be maintained. Supervisors shall be allowed to maintain working files.

Section 3.4.1 Copy of Documents. Upon their request, employees will be supplied a copy of any document in their personnel file at their expense. Employees will be given a copy of any document placed in their file. An employee shall have the right to respond to any and all additions to the personnel file.

Section 3.4.2 Inspection of Personnel File. Employees shall have the right, upon request, to inspect the contents of their personnel file during regular Administrative Center business hours. An employee shall provide a written consent to the District before disclosure of the personnel file is made to a designated representative.

Section 3.5 Distribution of Agreement. At the conclusion of ratification by both parties of a successor agreement each bargaining unit employee shall be provided with a copy of the new collective bargaining agreement, the cost of which shall be shared equally by the District and the SEIU. The collective bargaining agreement shall be provided to each new employee by the District. The current collective bargaining agreement shall be available on the District web site. Current wage schedules shall be updated to the District website annually.

## ARTICLE IV

### RIGHTS OF THE UNION

Section 4.1 Rights. The Union has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District management on matters of concern relating to or affecting wages, hours, working conditions, and grievance procedures.

Section 4.2 Employee Information. Employee names, addresses, home phone numbers, FTE status, hourly wage, assignment location, position, and date of

hire in the bargaining unit classifications will be provided to the Union upon written request, not more often than once per year.

The District will provide the Union with the name, address and classification of each new hire each month.

Section 4.3 Delegation of Rights. The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the SEIU.

## **ARTICLE V**

### **UNION SECURITY**

Section 5.1 Union Security. All regular employees and qualified substitute employees must either join the Union by the end of thirty (30) days of work or pay an amount equal to the dues and fees of the Union as their proportionate share in the bargaining cost to the Union. The District shall deduct Union dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. If the employee does not become a member or pay an amount equal to the dues and fees of the Union, the District will, upon demand of the Union, discharge the employee.

Provided, however that nothing contained in this section shall require an employee to join the Union who can substantiate membership in a church or religious body that, through bona fide religious tenets or teaching prohibits the payment of dues to union organizations, in which case the employee shall pay an amount of money equivalent to regular union dues to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues. The employee shall furnish written proof that such payment has been made.

Section 5.2 Committee on Political Education (COPE). Employees who submit a voluntarily signed authorization form for a voluntary contribution to the Union's political action fund (COPE) shall have such contribution deducted from their paychecks by the employers.

Section 5.3 The Union shall indemnify and hold the District harmless from all claims asserted and lawsuits commenced by or on behalf of any employee due to action taken by the District in strict compliance with this section; provided, the District agrees to defend the provisions of this section and consult with the Union or its designee with respect to any claim or lawsuit commenced concerning this section.

## **ARTICLE VI**

### **UNION REPRESENTATION**

Section 6.1 Labor/Management Committee. The parties will meet regularly, but not less than quarterly, as a Labor/Management Committee. The parties will address issues of mutual concern that could lead to modification(s) of this

Agreement. The Union shall have the right to name a representative from each classification. The District shall have the right to name representatives to the same number of classifications. The parties shall rotate the chair of the meeting and both parties shall have input to the agenda. The parties shall rotate note taking and the District shall be responsible for transcribing and distributing said notes. Meetings will be scheduled at mutually agreeable times and places. The District will provide space to conduct such meetings.

Section 6.3 Representation. The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss matters related to or affecting wages, hours, working conditions, and grievance procedures. Stewards may receive and investigate complaints or grievances of employees in accordance with Section 6.4.

Section 6.4 Shop Stewards. Shop stewards, when leaving their work, shall first discuss their work schedules with their immediate supervisor. The immediate supervisor of any employee being contacted shall be informed. The employees will report their return to work to their supervisors.

Section 6.5 Union Meetings. Employees may attend monthly meetings of the Union as long as this time is made up as mutually agreed between the employee and the designated supervisor. Employees must notify the designated supervisor 24 hours in advance of attending union meetings if the meeting occurs during a work shift. Exceptions to the 24-hour advance notice may be made if the employee's absence during the meeting does not interfere with district needs.

## **ARTICLE VII**

### **HOURS OF WORK**

#### **MAINTENANCE AND CUSTODIAL EMPLOYEES.**

Section 7.1 Work Schedule. The normal work schedule for all employees shall consist of eight (8) hours per day for five (5) consecutive work days, Monday through Friday.

Permanent exceptions to the "normal work schedule" will be agreed to in advance by the Employer and the Union.

Section 7.1.1 Summer Hours. All employees within each classification may opt to work a four (4) day, ten hours per day, work week during the time students are on summer vacation, under the following conditions. (1) overtime will be calculated based on a 40 hour week; (2) ten hours of work within a ten and one-half hour period will constitute the normal work day; (3) reasonable efforts will be made to assure that employees are scheduled to work on all five regular work days (Monday-Friday).

Section 7.2 Shift. Each employee shall be assigned to a definite shift with designated times of beginning and ending.

Section 7.2.1 First Shift. The first shift is defined as any work shift beginning between 5:00 a.m. and 8:00 a.m.

Section 7.2.2 Second Shift. The second shift is defined as any work shift where the majority of the scheduled hours are after 1:30 pm. In addition to their regular rate of pay, employees working on the second shift shall receive an hourly shift differential for all hours worked, based on three percent (3%) of the regular hourly rate for the Custodian II classification.

Section 7.3 Use of Facilities by School Groups and Non-School Groups When custodial staff assigned to buildings encounter excessive cleaning tasks following the use of the facility beyond the normal operational hours the steps that will be followed in such circumstances are:

Step 1: The custodian encounters the task and determines that immediate attention is required in order to avoid interference with normal school operations.

Step 2: The custodian completes the task and notes the amount of time required.

Step 3: The custodian completes a written description of the situation that was encountered and the clean-up time required then provides a copy to the building Head Custodian, Building Principal, and the Director of Personnel and Operations. (Email should be used when possible.)

Step 4: The Head Custodian, in consultation with the Building Principal, makes the decision that extended work time is either needed or not needed. If the Building Principal is not available for consultation, the Head Custodian makes the decision.

Step 5: If additional work time is needed, the Head Custodian identifies whose day will be extended. The first opportunity for additional time will be offered to part-time building custodial staff. If overtime is determined to be required, then it should be allocated according to existing SEIU Contract procedures.

Step 6: The additional time, in fifteen (15) minute increments, is to be reported on the monthly time sheet for the appropriate date along with a note written on the time sheet that communicates the school or non-school group that was responsible for triggering the additional time.

Disagreements that may occur at any step will be resolved by the Director of Personnel and Operations.

#### **BUS DRIVER EMPLOYEES.**

Section 7.4 Shifts. Shifts shall be established for transportation personnel in relation to the routes and driving times necessary to fulfill tasks assigned by the transportation supervisor. Bus driver assignments shall be considered first shifts. Bus drivers shall not receive shift differential for hours worked as bus drivers. Regular run hours shall be assigned on the basis of seniority.

Section 7.4.1 Driving Time. Effective 9/1/02, for substitute drivers, driving time on all trips other than regular daily scheduled routes shall be compensated for at the posted trip rate in accordance with Appendix A. A break of one hour or less, after completion of a regular route, shall be considered a continuation of the regular route for which trip the substitute driving rate shall prevail. A regular driver will be paid at the trip rate of pay for any time during a trip for which the driver is not in any way responsible for the care or security of the bus or its contents.

Section 7.4.2 Overtime. Driving time which exceeds forty (40) hours per week will be paid at the rate of time and one-half. Sunday driving shall be paid at twice the hourly rate.

Section 7.4.3 Expenses. Drivers will be reimbursed the actual cost of lodging and the cost of meals up to the current Board policy on all overnight trips. Prior approval of the Business Manager/designee for travel and per diem is required.

Section 7.4.4 Extra Runs. The transportation director will use every effort to assign extra and special runs to regular transportation department drivers wishing to take these runs. Drivers wishing to be considered for extra driving assignments shall sign a list once each semester. Trips will be assigned to drivers on this list on the basis of seniority, provided such trips do not conflict with any of the drivers' regularly assigned routes and provided such trips do not require the District to pay overtime. When drivers listed are not available to drive trips, other available drivers or substitute drivers may be assigned extra trips.

Section 7.4.4.1 Ski Trips. In the judgment of the District, based upon experience driving in inclement weather, ski trip runs will be open to any qualified SEIU bargaining unit member. Payment for ski bus trips is a flat rate determined by multiplying the current Driver II rate by fourteen (14). Overtime provisions do not apply for purposes of calculating ski bus driver wages.

Section 7.4.5 Driver Responsibility. Drivers signing up for extra trips shall be expected to drive assigned runs. Rejection of more than three (3) trips in any one semester may result in said driver losing the right to extra trip assignments for the remainder of the semester. No driver, however, will be penalized for not taking an extra trip assignment in case of illness, approved absences, or where the driver was not given at least twenty four (24) hours prior notification, and when possible, thirty six (36) hours notice will be given.

Section 7.4.6 Trip Report. The District will provide a copy of trip report showing dates of trip and amount paid. Overtime will be shown on check stub.

Section 7.4.7 Physical Exams. For physical exams required by the District or necessary to qualify or maintain certifications, the employee will

use his/her own health insurance. Upon submission of proper verification, any out of pocket costs to the employee will be paid by the Employer in the next applicable accounts payable cycle.

Section 7.4.8 Drug and Alcohol Testing. Bus Drivers are subject to a jointly developed Drug and Alcohol random testing policy, consistent with Federal Law and adopted by the School Board.

Section 7.4.9 Video Cameras. Video cameras will be allowed on school buses. If cameras are installed on buses, the driver will be notified before starting on his/her route that a camera is operational on the bus.

Section 7.4.10 Use of Charter Buses. Any District activity that has the need to transport fifteen (15) or more students will use a school bus driven by a District bus driver. For 2009-2010, any District activity that has the need to transport twenty-two (22) or more students will use a school bus driven by a District bus driver. Beginning 2010-2011, the number of students to be transported will revert to fifteen (15) or more students. Alternative Drivers shall meet the requirements listed in Appendix D Alternate Drivers at the end of the agreement.

When a driver or equipment is not available, the District may use a charter service. In addition, the District may use charter services for up to five (5) extra-trips per year.

#### FOOD SERVICE EMPLOYEES.

Section 7.5 Breaks. Shifts shall be established for food service personnel in relation to the times necessary to fulfill the tasks assigned by the food service supervisor. The District agrees to insure that employees in such positions will have sufficient time to take and or schedule breaks.

Section 7.5.1 Shifts and Compensation. Shifts and compensation for food service employees shall be as defined in Sections 7.1, 7.2, 7.2.1, 7.2.2.

#### REASSIGNMENTS.

Section 7.6 Work in a Higher Classification. Employees assigned by their supervisor to a position regularly filled by a higher classification employee shall receive compensation equal to the employee in the higher classification. With the exception of Food Service, this section shall not apply to vacation replacement and temporary assignments while school is not in session for a period less than three (3) workdays.

#### SHIFTING.

Section 7.7 Lower Wage Shift. In the event any employee is temporarily shifted by the employer, in writing, to a position paying a lesser wage than the rate for his/her regular position, no reduction in his/her wage shall be made.

Section 7.7.1 Voluntary Shift. In the event any employee is temporarily shifted by his/her request, in writing, to a position paying a lesser wage

than the rate for his/her regular position, the wage paid shall be the appropriate step rate for the position filled.

Section 7.8 Transfer in Lieu of Layoff. In case the employee's services are not assigned or scheduled by the District in his/her regular class of employment, the District may, instead of laying him/her off, transfer him/her to another job which is vacant and pay him/her the regular rate for that position, provided further that if the employee does not choose to accept the lesser paying position, said employee shall be laid off.

Section 7.9 Breaks. All employees working over five (5) hours per day shall receive a thirty (30) minute uninterrupted lunch period on the employee's time. Each employee shall be entitled to a ten (10) minute rest period within each continuous four hours of work.

Section 7.10 Temporary Employees. Subject to the terms of Sections 14.1 and 14.2, any temporary employee hired by the District who completes ninety (90) or more calendar days of continuous employment shall be considered a regular employee.

Section 7.11 Bargaining Unit Work. No member of management or any teacher, while actively employed in their classification, shall take the place of workers within the classifications covered by this Agreement, thus depriving Union personnel of work, unless an emergency exists. This is to include functions where District facilities are used and where a user's fee is charged and SEIU personnel are assigned by the District for clean up and/or set up. Under Transportation Classification, this section shall include operating any motor vehicle which complies with Washington State specifications for school buses and which vehicle has been placed on the state school bus depreciation schedule, Form F-184, for the purpose of transporting children to and from school or in connection with school activities.

Section 7.12 Shift Length. No regular scheduled shift shall be for less than one (1) hour during 2009-2010. Beginning 2010-11 no regular scheduled shift shall be for less than two (2) hours.

Section 7.13 Special Call In No special call in shall be for less than two (2) hours

## **ARTICLE VIII**

### **OVERTIME**

Section 8.1 Overtime Rates. Overtime shall be at the rate of time and one-half (1.5) for all hours compensated beyond eight (8) in one day or forty (40) in one week. Employees called back as a result of evening or weekend security call-outs will be paid time and one-half (1.5) their regular rate for a minimum of two hours even if they do not exceed the 8 hours in one day or 40 hours compensated in one week. For an employee who works less than forty (40) hours, when agreeable to an employee, the premium-pay of one and one-half (1.5) the regular rate may be waived for more than eight (8) hours in one day. Work on Sunday will be paid at two times the regular rate of pay. Overtime assignments shall be distributed within classifications in accordance with the seniority provisions as hereinafter provided. For the purposes of this Article,

classifications shall be defined as Operations, Maintenance, Transportation, Materials Handling and Food Service departments.

Section 8.2 Advance Notice. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, an employee designated to work overtime on days outside his/her work week will be advised of the possibility no later than twenty-four (24) hours prior to the end of his/her last shift before the overtime commences.

Section 8.3 Assignment. Custodial persons working in a building where overtime is assigned will receive first choice for overtime work. Only when it is turned down by these employees can it be assigned to other custodial staff from another building.

Section 8.4 Trips during a Holiday. When a bus driver is on a trip during a regularly scheduled holiday, said driver to be compensated at the overtime holiday rate.

Section 8.5 Compensatory time shall follow the federal guidelines of the "Fair Labor Standards Act." Compensatory time shall be available to employees, with prior approval from the immediate supervisor, on the following basis: employees shall have the option of pay or compensatory time as time off, on the basis of one (1) hour off for each hour worked. Compensatory time on an overtime basis shall be one and one-half (1½) hours off for each hour worked on an overtime basis or as pay on the overtime basis. Time accrued as compensatory shall be accounted for and expended within a reasonable period of time (usually to be within the next pay period). Employees may schedule use of compensatory time off with the immediate supervisor's prior approval with at least forty-eight (48) hours advance notice

## ARTICLE IX

### HOLIDAYS

Section 9.1 Annual Employees. Annual employees shall be paid for 260 days (2,080 hours). They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, an employee shall, at the option of the District, receive pay for any said holidays, or receive mutually agreed time off in lieu of pay.

Labor Day	1 day	Martin Luther King Day	1 day
Veteran's Day	1 day	President's Day	1 day
Thanksgiving	2 days	Friday of Spring Break	1 day
Christmas Eve	1 day	Memorial Day	1 day
Christmas Day	1 day	Fourth of July	1 day
New Year's Day	1 day	New Year's Eve Day	1 day
Winter Holiday*	1 day		

\*Non-school day during Christmas Break, actual date designated by the District.

Section 9.2 School Term Employees. School term employees are entitled to nine (9) paid holidays, as follows.

Labor Day	1 day	Christmas Day	1 day
Veterans' Day	1 day	Martin Luther King Day	1 day
Thanksgiving	2 days	Presidents Day	1 day
Christmas Eve	1 day	Memorial Day	1 day

Section 9.3 Holidays during vacation. Should a holiday occur while an employee is on vacation, the employee shall take one day of vacation with pay in lieu of the holiday as such.

Section 9.4 Work on Holidays. If an employee is required to work on any of the above listed holidays, he/she shall receive double time for the same in addition to holiday pay.

Section 9.5 Summer Months. School Term employees whose employment is extended or who fill a position posted by the District to include the summer months shall receive holiday pay for those holidays that occur during their summer period of employment at the appropriate rate.

## ARTICLE X

### SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL AND EMERGENCY LEAVE

Section 10.1 Sick Leave. Sick leave shall be granted to each employee at the rate of twelve (12) days per year earned at the rate of one day per month. Sick leave shall be granted for illness, injury or emergency reasons. Employees' use of sick leave includes the use of sick leave or other paid leave to care for a spouse, child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for emergency purposes. For purposes of the law, "child" means a biological, adopted, foster or stepchild or legal ward under 18, or a child older than 18 and incapable of self-care. "Parent" means a biological parent or someone who was "in loco parentis" to the employee when the employee was a child. Regular part-time employees will receive pay for approved contractual leaves only when working in their regular part-time position. This use of sick leave for work outside of the employee's regular part-time position is allowed only during summertime assignments, and is intended only for use of leave for sickness, and is not intended to provide paid sick leave for employee absences attributable to pre-planned medical procedures and/or scheduled medical or dental appointments.

Section 10.1.1 Notifying Supervisor. Individuals on sick leave must notify their supervisor at least twelve (12) hours prior to their usual starting time regarding their plans for returning to work.

Section 10.1.2 Medical Appointments. Sick leave shall be allowed for doctor or dentist appointments. A written verification of the time of the doctor's or dentist's appointment shall be required. Prior notification shall be given to the Business Manager/department supervisor before leave is

taken by the employee. Sick leave shall be allowed for an employee to attend to the illness of immediate family members when the employee's presence is recommended by the attending physician.

Section 10.1.3 Physician's Statement. A physician's statement may be required for any illness.

Section 10.2 Bereavement Leave. Up to five (5) working days bereavement leave will be granted in event of death in the immediate family.

For this purpose, the immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, step-children, stepparents, or any person who functions as a member of the immediate family; and a maximum of two (2) days for son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-brother or sister, grandchild, or grandparent; and up to one (1) day for funerals of other relatives. Additional days may be granted for bereavement by the Superintendent/designee.

Up to one (1) day of additional bereavement leave may be used to attend the services of a close friend or other personal relationship.

Section 10.3 Personal Leave. Three (3) days leave accumulative to five (5) days shall be granted an employee for personal, business, legal, or religious reasons, provided that no more than ten (10%) percent (the number rounded to the next whole number, or a maximum of two (2) staff members per job classification shall be granted such leave in any one day. In order to use personal leave prior approval with at least forty-eight (48) hours advance notice must be obtained from the employee's immediate supervisor. Effective in 2008-2009, four (4) days leave accumulative to five (5) days shall be granted.

Section 10.4 Court Appearance. Leave may be granted for the time necessary to appear in any legal proceeding connected with an employee's employment or with the school system.

Section 10.4.1 Jury Duty. If subpoenaed or summoned as a witness or a juror, the employee will consent to serve without salary deduction, but with jury fee refunded to the District. The amount of reimbursable leave granted is limited to fifteen (15) workdays, except where the case for which the employee was impaneled extends beyond this limit. If an employee is called for jury duty but not selected and is released prior to the start of his/her regular shift or prior to the mid-point of the shift, he/she shall report for work.

Section 10.5 Maternity Leave. For the purpose of maternity leave, the employee's available sick leave may be accessed for compensation from the date of disability and extend for six weeks from the date of delivery. The date of disability shall be determined by the employee's physician and shall be due to medical reasons. Additional sick leave may be accessed if the period of disability following delivery is extended by the employee's physician due to medical reasons.

The employee shall submit a letter requesting maternity leave which shall include a statement as to the expected date of return to employment, as well as the date

of commencement. Such letter shall be filed with the District no later than two (2) weeks prior to the commencement of the leave, if possible.

Employees on maternity leave shall be granted their accumulated leave under the provisions of the District's sick leave policy and as provided in law.

Section 10.6 Industrial Insurance Program. When an employee is eligible for benefits from the Department of Labor and Industries, Industrial Insurance Program, the District will prorate an employee's sick leave compensation to supplement industrial insurance so that both combined will equal the employee's regular salary. This shall begin as of the first day of absence from work. Employees on State Industrial shall have the option of turning in their State Industrial compensation checks to the District for the purpose of restoration of commensurate sick leave accumulation up to the contractual stated limits.

Section 10.7 Attendance Incentive Program - Sick Leave Conversion. Employees may convert unused sick leave annually and/or at retirement or death in accordance with RCW 28A.400.210-212 and WAC 392-136.

Section 10.8 Union Leave. Union leave up to (64) sixty-four work hours per school year will be allowed as needed with the cost of any necessary substitute paid for by the Union.

## **ARTICLE XI**

### **LEAVE OF ABSENCE**

Section 11.1 Approval. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the School Board of Directors, an employee will be granted an extended leave of absence for a period not to exceed one (1) year.

Section 11.2 Return to Work. An employee on leave of absence will notify the District of their intent to return to the District at least two (2) weeks prior to the end of their scheduled leave or an earlier date by agreement between the District and the employee. The returning employee will be assigned to the same or a similar position occupied before the leave of absence. For purposes of this section, a similar position is a position within the same job classification and the same shift as held by the employee at the time the leave of absence was authorized by the School Board.

Section 11.3 Employee Rights. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

## **ARTICLE XII**

### **VACATIONS**

Section 12.1 Days and Carryover. Annual employees shall be entitled to paid vacation as follows: after one full year - 12 days: after four full years one day will be added per year for each of the next fourteen years, to a total of twenty-six

days. After twenty-five years of service employees shall be entitled to twenty-seven days. Upon prior approval of the superintendent/designee, an employee may carry over up to five (5) days of accumulated vacation to the following school year.

Section 12.1.1 Scheduling. All vacation schedules will be subject to the approval of the District.

Section 12.2 Eligibility. After six (6) months of regular employment, vacation may be used. After six (6) months an employee will have accrued six (6) vacation days. After six (6) months an employee will continue to accrue vacation at the rate of one day per month until they complete twelve (12) months of employment.

Section 12.3 Prorating. After six months of employment, vacation pay will be prorated as stated in Section 12.2 above if an employee leaves the position before the end of the school year working assignment (after giving proper notice).

Section 12.4 School Term Employees. All regular school term employees shall be entitled to paid vacation as follows: one through four school years 10 days; five years and over – 12 days pro-rated as to average hours worked in all departments for each year. Vacations may, with the approval of the employee's supervisor, be taken during the school term, in lieu of payment on the last paycheck of the school term.

## ARTICLE XIII

### SENIORITY

Section 13.1 Establishment. The seniority of an employee shall be established back to the first date of continuous employment, when an employee has completed his/her probationary period, subject to the terms of 14.1 and 14.2. For vacation, filling open positions, and benefit considerations, the employee's original hire date will prevail.

13.1 Seniority for Regular Employees: The seniority of a regular employee shall be established back to the first date of continuous employment, when an employee has completed his/her probationary period, subject to the terms of Article 14, Probationary Period. For vacation, filling open positions, and benefit considerations, the employee's original hire date will prevail. Employees hired on the same date will draw lots to determine the senior employee.

Section 13.2 Change of Department. Employees who change departments within the bargaining unit shall retain their hire dates in the previous department for purposes of layoff. A new hire date will be acquired in the latest department for the purposes of shift scheduling, hours of work and overtime.

Section 13.2.1 Multiple Classifications. Employees who are assigned in multiple classifications shall retain their seniority in each classification in which they regularly work for purposes of shift scheduling, hours of work, and overtime.

Section 13.3 Equal Qualification. If qualifications are equal, seniority will prevail in filling positions covered under the terms of this agreement.

Section 13.4 Bidding. In accordance with section 13.4, the senior employee bidding on a posted position shall:

- a) be given a forty-five (45) day trial period to perform the duties of the posted position, and
- b) the employee will receive a formal written evaluation at twenty (20) days;

If the senior employee does not satisfactorily perform the duties of said position, he/she shall be returned to a position equivalent to the one held prior to the trial period, provided such a position is vacant. If such a position is not vacant, the employee will be laid off.

However, within the first thirty (30) calendar days of the trial period, the employee may elect to return to his/her former position without any loss in seniority, and the posted position shall be offered to the next senior employee bidding on the position.

Section 13.5 Additional Work. Regular part-time employees, where qualified, shall be given preference for additional work, provided however, employees must perform their regularly assigned duties before any assignment will be made for additional work. The District will not be required to assign any additional work if it would require the payment of overtime.

Section 13.6 Rates for Additional Work. Regular part-time employees shall work in additional work positions at the appropriate step rate for the position filled, if the employee requests available additional work assignments, in accordance with the provisions of this agreement.

Section 13.7 Additional Work assigned by District. Regular part-time employees assigned to work additional assignments at the request of the District shall be paid in accordance with provisions of this agreement

Section 13.8 Layoffs. In the event of layoff, layoffs shall be by seniority beginning with the least senior employee in the affected department in accord with terms of Section 13.2 and employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking by department. Such employees are to have priority in filling an opening in the job classification held immediately prior to layoff. Names shall remain on the

reemployment list for one (1) year. On rehire, seniority rights and benefits shall be reinstated as of the time of layoff and do not accrue during the layoff period

## **ARTICLE XIV**

### **PROBATIONARY PERIOD**

Section 14.1 Duration. Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the date of hire. The employee shall receive an evaluation in the presence of the shop steward after thirty (30) days and again after sixty (60) days of probation. Employees in a probationary status are required to obtain a work permit from the union each month during the probationary period. During the probationary period, the District may discharge such employee of its discretion and without notice.

Section 14.2 Completion. Upon completion of the probationary period, the employee shall be subject to all rights, benefits, duties, and membership requirements contained in this Agreement. Vacation credit and seniority shall be established as of the original date of continuous employment.

## **ARTICLE XV**

### **EMPLOYMENT NOTIFICATION**

Section 15.1 Job Posting. When a position is open in any department, notice of the opening and qualifications necessary shall be publicized as soon as possible and posted for ten (10) days if possible, so that interested employees of the District may be reasonably informed of a vacancy or new position. Employees may request an interview for the position by submitting a written request to the Director of Personnel and Operations. Based on District need, up to two (2) hours per day of additional time may be added to the work day of an employee with mutual agreement between the employee and the District without creating a job posting. The additional time will be offered in consideration of seniority within job classification, current employee work schedule and needed job skills.

Section 15.2 Notification of Openings. Job vacancies will be posted on the District web site and at each work site.

## **ARTICLE XVI**

### **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

Section 16.1 Discipline and Discharge. No employee will be disciplined or discharged except for cause. Discipline shall include verbal warning, written reprimand, suspension, or discharge. Discipline shall be commensurate to the offense. The Union will be notified as soon as possible by the District of any disciplinary action by the District against any employee in the bargaining unit. The employee is entitled to have Union representation at scheduled hearings conducted by the District officials regarding matters concerning the above and to make known the Union's views concerning the case. If the employee requests representation, the District shall postpone the meeting for a reasonable period of time to obtain the Union representative's presence.

Section 16.2 Justifiable Cause. The issue of justifiable cause shall be resolved in accordance with Article XXII herein.

Section 16.3 Written Notice. The District and any employee covered by this Agreement shall be required to give two (2) weeks notice in writing of termination of services.

## **ARTICLE XVII**

### **TRANSFER OF PREVIOUS EXPERIENCE**

Section 17.1 Longevity Credits. Any new hire who was employed by any school district in the State of Washington will be given longevity credits in the District as required in law. The employee is responsible to provide the District proof of past experience before longevity credits may be applied. The longevity credit so transferred shall be applicable to all benefits herein except the seniority provisions of Article XIII.

## **ARTICLE XVIII**

### **RETIREMENT**

Section 18.1 Washington State Retirement System. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Retirement System, the District shall report time worked and wages earned in accordance with regulations established by the Department of Retirement Systems.

## **ARTICLE XIX**

### **INSURANCE**

Section 19.1 Benefit Contribution. The District shall contribute the state allocation for each member during the term of this contract on the basis of his/her medical FTE. Annual enrollment for all group insurance programs shall be completed during the open enrollment period of the new school year. The enrollment of new employees shall begin with their employment and shall be completed within the time specified by the insurance company.

In addition to the state funded insurance amount, the District shall pay sixty percent (60%) of the amount per month per FTE employee for the retiree subsidy owed to the State Health Care Authority. For 2011-2012, the District shall pay eighty percent (80%) of the amount per month per FTE employee for the retiree subsidy owed to the State Health Care Authority; and for 2012-2013, the District shall pay one-hundred percent (100%) of the amount per month per FTE employee for the retiree subsidy owed to the State Health Care Authority.

Section 19.2 Payment of Premiums. The District shall provide payment for insurance premiums of the following District-approved group insurance programs

for family medical, dental and vision plans, prorated to the number of hours worked.

- A. The employee may choose to have the balance of the District payments, after dental, vision, and medical premiums are paid, apply to salary premium payments at rates no greater than paid by the District during the 1979-80 school year. This option applies only to SEIU members employed by the District during the 1979-80 school year.
- B. If, after all the employees within the SEIU bargaining unit have enrolled in the insurance programs, there is unused money available, then the District shall distribute the money among SEIU employees receiving insurance coverage. Employee benefits will be initially pooled by the November paycheck.
- C. The District will pay the revised 1,440 hours full time employee formula for payment of medical benefits, as funded by the state, provided these payments do not put the District out of compliance with state statutes.

Section 19.3 Industrial Insurance. All employees subject to this Agreement shall be covered by Washington State Department of Labor and Industries Industrial Insurance Program (Workers' Compensation).

## ARTICLE XX

### WITHHOLDING OF PAYMENTS

Section 20.1 Payroll Deduction. The District shall deduct medical insurance payments, Union, United Way, credit union, and annuity contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the designated organization. Payroll deduction authorization cards shall be submitted to the District for those employees who wish to participate, showing the amounts to be deducted.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

Section 21.1 Grievances. Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation of application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

#### Section 21.2 Grievance Steps.

Section 21.2.1 First Step. The employee shall first discuss the grievance with his immediate supervisor. If the employee wishes, he/she may be accompanied by a Union representative at such discussion. All

grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 21.2.2 Second Step. If the grievance is not resolved to the employee's satisfaction in accordance with the preceding sub-section, the employee shall reduce to writing a statement of the grievance containing the following:

- (a) The facts on which the grievance is based.
- (b) A reference to the provisions in this Agreement which have been allegedly violated.
- (c) The remedy sought.

Within fifteen (15) working days after the meeting with the immediate supervisor, the employee shall submit the written statement of grievance to the Business Manager for consideration and shall submit a copy to the Superintendent. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 21.2.3 Third Step. If no settlement has been reached within the ten (10) working days and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days to the District Board of Directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by a Union representative or designee.

Section 21.2.4 Fourth Step. If no settlement has been reached within the thirty (30) working days referred to in the preceding sub-section and the Union believes the grievance to be valid, the Union may demand arbitration of the grievance. The Union and the District shall attempt to agree on an arbitrator. Before implementing a request to Public Employment Relations Commission (PERC) for a list of names, the parties shall have the opportunity to mutually agree on an acceptable arbitrator. If agreement is not achieved within five (5) working days, then a list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission (PERC). The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall not have the authority to add to or subtract from the terms of this Agreement. Contentions not made and relief not requested will not be considered by the District or the arbitrator. The arbitrator's decision shall be final and binding on all parties. Each party shall bear one-half of the fee of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them

and neither party shall be responsible for the expense of witnesses called by the other party.

## ARTICLE XXII

### SALARIES

Section 22.1 Salaries. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. Across the board wage adjustments for the 2009-2010, 2010-2011, 2011-2012, and 2012-2013 school years will increase by the cost of living adjustment determined by the State plus 1% for the 2011-12 school year and 1% for the 2012-13 school year. The bargaining unit may elect to contribute the 1% or dollar equivalent for each employee into an approved VEBA account.

Section 22.2 Pay Days. Pay shall be electronically transmitted to the employee, or a payroll check may be picked-up in person on the last District business day of each month. Employees receiving their checks in person may request that their payroll check be mailed on the last District business day in December, June, July, and August. Beginning with the 2003-2004 school year, new employees will be paid by electronic deposit. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made over the same period that the under or overpayment was made and/or made by the end of August in the contract year of separation. Compensation shall be distributed over 12 months for employees with hire dates after September 1, 2001. However, employees with hire dates prior to September 1, 2001 may, within thirty (30) calendar days of ratification of this Agreement by the School Board, choose to have their compensation distributed over 10 months or 12 months. Any 10-month employee currently receiving pay distributed over 10 months may choose annually by September 1 to change to a 12 month pay distribution period.

Section 22.3 Longevity Pay. Longevity pay for 180 workday employees is paid 10 months. Longevity pay for full-time 260 workday employees is paid 12 months as follows:

- \$15 per month for those employees completing 15 years of service.
- \$20 per month for those employees completing 20 years of service.
- \$25 per month for those employees completing 25 years of service.

## ARTICLE XXIII

### TOOLS AND CLOTHING CONDITIONS

Section 23.1 Tools. For Maintenance and Transportation personnel only. Tools required to perform the work assigned by the District but not supplied by the District will be replaced by a comparable valued tool when turned in to the District in a broken or unusable condition.

Section 23.2 Clothing. Coveralls shall be furnished for two summer maintenance employees, electrical and mechanical, for three (3) months.

## ARTICLE XXIV

### SAFETY AND HEALTH

Section 24.1 Safety. The District agrees to provide a safe and healthy workplace in compliance with all federal and state laws.

Section 24.2 Safety Committee. The District will maintain a Safety Committee in accordance with all federal and state laws, with bargaining unit members determined by the Union.

## ARTICLE XXV

### TERM

Section 25.1 Term of Agreement. This Agreement will be in effect from September 1, 2009 through August 31, 2013.

Section 25.2 Provisions. All provisions of this Agreement shall be applicable to the entire term of this Agreement, notwithstanding its execution date.

Section 25.3 Reopening. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided that

- a. One language item reopener for the 2011/2012 contract year for each party.
- b. Wage and Benefits Reopener for the 2011/2012 contract year may be initiated by the District if the economics package is not feasible
- c. If a PEBB bill passes that appears to make the PEBB a more attractive option either party may elect to meet, discuss and evaluate moving to the PEBB in the following contract year.

Ratified by the members of SEIU, Local 925 at a special meeting on \_\_\_\_\_ and adopted by the Anacortes School District Board of Directors at its regular meeting on \_\_\_\_\_.

FOR THE ANACORTES SD

Chris Borg  
Superintendent

Kristine Leyton  
Chairman, Board of Directors

FOR THE SEIU, LOCAL 925

Brandon Tippy  
Organizer Representative  
Brandon Tippy

Susan Harvey  
Chapter President  
Susan Harvey

Randy Wills  
Bargaining Team Member  
Randy Wills

William Matson  
Bargaining Team Member  
William Matson

William Faulkner  
Bargaining Team Member  
William Faulkner

Cathy Hoy  
Bargaining Team Member  
Cathy Hoy

Faith Legan  
Bargaining Team Member  
Faith Legan

Anka Kolega  
Bargaining Team Member  
Anka Kolega

Sally LeMaister  
Bargaining Team Member  
Sally LeMaister

Anacortes School District 103  
School Board Approved

OCT 9 2009

**Appendix A  
ANACORTES SCHOOL DISTRICT  
S.E.I.U. SALARY SCHEDULE A**

		09/10	10/11	11/12	12/13
Operations	Head Custodian	\$18.81			
Operations	^Night Custodian I	\$16.03			
Operations	Night Custodian II	\$18.00			
Operations	^Custodian I	\$15.57			
Operations	Custodian II	\$17.47			
Operations	Custodian/Driver I	\$16.79			
Operations	Custodian/Driver II	\$18.73			
Operations	^Laundry I	\$15.57			
Operations	Laundry II	\$17.47			
Operations	Substitute Custodian	\$15.57			
Operations	Substitute Laundry	\$15.57			
Maintenance	Maintenance – Elec/Mech	\$23.22			
Maintenance	Maintenance - Carpenter	\$23.22			
Maintenance	Maintenance General	\$19.23			
Maintenance	Maintenance Trainee	\$17.97			
Maintenance	Groundskeeper	\$23.22			
Maintenance	*Grounds Trainee	\$15.57			
Maintenance	Temp Maintenance Worker	\$9.39			
Maintenance	Substitute Maintenance	\$17.97			
Maintenance	Substitute Grounds	\$15.57			
Transportation	Head Mechanic	\$23.22			
Transportation	Mechanic	\$19.45			
Transportation	^Bus Driver I	\$16.79			
Transportation	Bus Driver II	\$18.73			
Transportation	Trip Rate	\$15.92			
Transportation	Training Rate	\$8.76			
Materials Handling	^Utility Driver I	\$15.57			
Materials Handling	Utility Driver II	\$17.56			
Food Service	Kitchen Manager	\$15.60			
Food Service	Cook/Baker	\$14.54			
Food Service	Cook II (ms/hs)	\$13.73			
Food Service	Cook I (ms/hs)	\$12.79			
Food Service	Cook I (elem)	\$12.79			
Food Service	Cook Entry	\$12.01			
Food Service	Sub Food Svc Worker	\$11.52			

Wages for 2011-2012 and 2012-2013 will be increased by the state recognized percentage plus 1% each year (as stated in Section 22.1).

Bargaining Union member, if hired by the District for summer grounds work, shall receive the Groundskeeper Trainee rate.

^After one year of continuous service regular employees hired at Step I will be moved to Step II of their job title.

\*\*Training required by the State or District outside of regular shifts.

Food Service employees with current American School Food Service Association National Certification will receive premium pay of \$.50/hour

## **Appendix B**

**Letter of Understanding**  
**Between**  
**Service Employees International Union, Local 925**  
**And**  
**Anacortes School District**

The parties understand this Letter of Understanding will replace Section 13.9 Layoff of the Collective Bargaining Agreement and will be implemented in the event the District Board of Directors takes action to address budget reductions through layoff of bargaining unit employees. This Letter will be effective for the life of the 2009-2013 Collective Bargaining Agreement

**13.9 LAYOFF:** If any position to which an employee is permanently assigned is abolished, said employee shall exercise seniority rights. Seniority shall prevail in order to layoff and rehire per classification.

Seniority rights shall be exercised in all cases of layoff due to a reduction of force and subsequent rehire. Upon rehire all seniority rights and benefits shall be reinstated, said rights and benefits shall not accrue during the time of layoff. Seniority for rehiring purposes shall be valid for eighteen (18) months from date of layoff.

Seniority rights shall not be lost during an authorized leave of absence and shall be reinstated as of the first day of the employee's return to work.

### **Reduction Process:**

- 1) The District shall identify hours to be reduced within a building or program by classification.
- 2) The hours shall be reduced at the building/program from the least senior employee filling those hours at that building/program.
- 3) An employee so reduced may bump a less senior employee filling the same classification in another building such that the bumping employee is made whole for the loss of their hours in their previous assignment.
- 4) An employee who has nowhere to bump within their classification may bump a less senior employee in a classification with lower pay within the

same primary workgroup such that the bumping employee is made as whole as possible for the loss of their hours in their previous assignment.

- 5) An employee who has nowhere to bump within their primary workgroup may bump a less senior employee in another primary workgroup in a classification with lower pay such that the bumping employee is made as whole as possible for the loss of their hours in their previous assignment and providing the bumping employee is qualified to perform the work. For the purposes of this understanding, qualified shall mean the ability of the employee to perform the essential functions of the position with minimal training. An employee who bumps into a position in a different primary workgroup is subject to satisfactorily meeting the job requirements as determined by the supervisor on the classification's end-of-probation evaluation form. An employee who does not meet the job requirements after a sixty (60) work day trial service period shall be laid-off and another qualified employee recalled to the position. Such trial service period does not make the employee an At Will employee and the Just Cause provisions of the agreement apply.

Definition of Primary Workgroups: A primary workgroup is a set of similar classifications grouped together and shall be known as Operations (Custodial/Security), Transportation, Food Service, Materials Handling, and Maintenance/Grounds.

Definition of Qualified for bumping: An employee potentially subject to a reduction in force can meet the minimum qualifications for bumping into a position outside of their current classification or primary workgroup, including an entry level position by demonstrating previous relevant experience in the other skill area, or successful completion of the standard training provided to newly-hired employees or substitutes in that classification.

Branch D. Tapp | 10-19-09  
For the Union | Date

Chadley | 10-19-09  
For the District | Date

**Appendix C  
Letter of Understanding**

**Between**

**Service Employees International Union, Local 925**

**And**

**Anacortes School District**

The parties jointly recognize the leadership responsibilities of the custodial position at the Whitney Early Childhood Education Center and agree to reclassify the current job incumbent to Head Custodian effective September 1, 2009.

The parties agree that the District shall post a four (4) hour head custodian position for Mt. Erie Elementary School to be staffed not later than September 1, 2009.

Brush D. T. [Signature] | 10-19-09  
For the Union | Date

Chris Byrnes [Signature] | 10-19-09  
For the District | Date

## **APPENDIX D TRANSPORTATION – ALTERNATE DRIVERS**

Anyone wishing to drive students in school district vehicles (non-buses) must have the following certification training. This certification is accepted by Risk Management and required by the Anacortes School District.

Alternate drivers shall not be allowed to transport students to and from school.

Alternate drivers will be trained in the following:

- ✓ Pre & Post trip inspection of the vehicle. (Lights, glass, tires, safety equipment, seat belts, etc)
- ✓ Defensive Driving-obey all traffic laws and rules of the road. (driving w/lights on, RR crossings, etc)
- ✓ Loading and unloading of students (with student safety in mind)
- ✓ Emergency situations: Accident behavior, warning devices, student safety and injuries
- ✓ Safety equipment – fire extinguisher, warning triangles, first aid kits, etc.
- ✓ Must be at least twenty-one (21) years of age.

Alternate drivers must meet the following requirements:

- ✓ Must have a valid Washington State Drivers License
- ✓ Must be a current Anacortes School District employee
- ✓ Driving Abstract
  - Required annually and must be in Transportation file prior to driving)
  - No more than two speeding infractions in a three (3) year period of more than ten (10) miles per hour. Anything over this limit automatically disqualifies the driver.
  - Any traffic violation with students present is an automatic suspension for twelve (12) months.
- ✓ Criminal record check (fingerprints cleared through WSP and the Anacortes School District)
- ✓ Disclosure Statement – submitted annually
- ✓ Current First Aid Card (updated bi-annually)
- ✓ Type 2 Physical form (submitted annually)
- ✓ Alternate Driver (Type 2) Certification good for a two year period, refresher course required bi-yearly.

**Letter of Agreement**

**Between**

**Service Employees International Union, Local 925**

**And**

**Anacortes School District**

Whereas the parties have determined to modify the terms and conditions of the 2009-2013 Collective Bargaining Agreement in relation to health care contributions from the District,

Therefore the parties agree to increase the additional District contribution from sixty percent (60%) of the Health Care Authority Retiree Subsidy (HCA) to seventy percent (70%) for the contract years September 1, 2009 through August 31, 2010 and September 1, 2010 through August 31, 2011.

This agreement shall be in full force and effect on September 1, 2009.

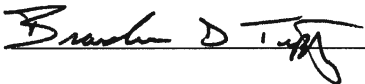
Signed:

Anacortes School District

  
\_\_\_\_\_

Date:

SEIU925

  
\_\_\_\_\_

Date: 10-19-09