

COLLECTIVE BARGAINING AGREEMENT BETWEEN

QUINCY SCHOOL DISTRICT #144-01

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
QUINCY CHAPTER**

SEPTEMBER 1, 2011 - AUGUST 31, 2014

Public School Employees Of Washington / SEIU Local 1948

P.O. Office Box 798

Auburn, Washington 98071-0798

1-866-820-5652

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI ASSOCIATION REPRESENTATION	6
ARTICLE VII HOURS OF WORK AND OVERTIME	7
ARTICLE VIII HOLIDAYS AND VACATIONS	12
ARTICLE IX LEAVES	14
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	19
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	22
ARTICLE XII INSURANCE	22
ARTICLE XIII SAFETY AND HEALTH	23
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	23
ARTICLE XV GRIEVANCE PROCEDURE	25
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	27
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	27
ARTICLE XVIII TERM	29
ARTICLE XIX STAFF DEVELOPMENT	29
SCHEDULE A - Part I	30-31
SCHEDULE A - Part II	32
SIGNATURE PAGE	33
COMPUTER USE POLICY	34

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

Pursuant to the conditions set forth in the Public School Employees Collective Bargaining Act of 1967, this constitutes an agreement between the Quincy School District and the Public School Employees Organization, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The School Board and Superintendent of School District Number 144-101 recognizes the local organization of Public School Employees of District Number 144-101, an affiliate of the Public School Employees of Washington, as the exclusive bargaining representative of all employees in classified positions for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees in the units. EXCEPT: Supervisors, central office personnel and secretaries.

The management to which this Agreement is applicable consists of the School Board and the Superintendent.

Section 1.2.

The bargaining units to which this Agreement is applicable are as follows: Food Service, Custodial Service, Transportation, Paraeducators (includes Sign Language and SLPA), Library Technicians, Migrant Home Visitor, Parent Liaison and Maintenance/Grounds.

Section 1.3. Substitutes.

A substitute employee is defined as an individual who temporarily replaces a current employee absent from a regularly posted position that is expected to return at a later date; this replacement will extend for as long as the current employee is unable to return to work; provided however, that if the length of absence is more than fifteen (15) consecutive work days, the District shall notify the Association in writing. If a current employee is placed in this position, he/she will be paid in accordance with section 7.17. If an individual from the substitute list is placed in this position, he/she will receive substitute wages and will not receive any benefits or other contractual rights.

Section 1.4.

The parties agree to develop appropriate job descriptions and updates as needed. Job descriptions will be provided to all employees.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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 and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

Section 2.3.

Should the District subcontract current duties or functions performed by employees (not positions) within the bargaining unit, those employees, with their salary, benefit, and retirement packages, shall be retained as employees of the District and can be reassigned at the discretion of the District, to positions for which they can perform or can be trained to perform.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of penalty or reprisal, to join and assist the Association. Employees shall be free to assist the Association in participating in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. Neither the District nor the Association shall interfere with the right of an employee to join or refrain from joining the Association.

Section 3.2.

Neither the District nor the Association shall apply the terms of this Agreement in such a manner as to discriminate against any employee on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap which does not interfere with the performance of duties or endanger the health or safety of the handicapped person or others.

1 **Section 3.3. Personnel Files.**

2 There shall be only one (1) official District personnel file for each employee, to be kept in the District
3 Administration Office. Each employee shall have the right to review the contents of his/her personnel
4 file under the supervision of the Superintendent or his designee. During the review, an official or
5 representative of the Association may be present. The employee may initial and photocopy any material
6 in the file, at employee expense. An employee may attach comments to any material that is a part of the
7 personnel file. A copy of any material placed in the employee's file must be given to the employee
8 within five (5) workdays of placement. Upon request of the employee, any derogatory material will be
9 destroyed after four (4) years from the date of placement if the cause for such material has been
10 satisfactorily corrected, except those materials regulated by state or federal law. Material may be kept by
11 the District for six (6) years following an employee's termination from employment.

12
13 **Section 3.4. Confrontational Situations.**

14 Employees are expected to use reasonable measures as necessary to protect him/herself, another
15 employee or another student from attack, physical threat, abuse or injury, or to prevent damage to District
16 or personal property. Such reasonable measures may include seeking assistance from another staff
17 member or from law enforcement officers as necessary.

18
19 All classified employees will be immediately notified of any known potentially dangerous situation that
20 may occur that may affect the safety of the employee; e.g., discovery of weapons, discovery of drugs,
21 gang activity, etc.

22
23 **Section 3.5. Administration of Medication.**

24 If and when it becomes necessary for paraeducators to administer medication, training will be provided
25 prior to performing said duties. The District agrees to provide legal assistance and liability insurance
26 coverage for the employee.

27
28 **Section 3.6. Bus Driver Drug/Alcohol Testing.**

29 The District will implement bus driver drug/alcohol testing according to Federal DOT regulations and
30 adopted Board Policy. No changes will be made to this policy without giving the Association notice of
31 intended changes and the opportunity to bargain those changes.

32
33 **Section 3.7. Video Cameras.**

34 Video cameras are a tool to assist bus drivers in monitoring students on the bus and to provide security
35 for students, staff and District property at school buildings. The presence of security cameras at school
36 buildings will be disclosed to the Association upon request.

37
38 Video cameras may be installed in a bus only with driver knowledge. A bus driver may request a
39 camera to assist in identifying a problem occurring on a run or route. Drivers may view video of their
40 run upon request and may invite another person to view the same.

41
42 Video may be used like any other evidence in cases involving safety concerns or allegations of
43 employee misconduct, but shall not be used to monitor employee performance without prior
44 *notification* of the employee and Association. Video will not be reviewed by non-supervisory
45 employees who do not have a job duty that requires the viewing of the video.

1 **Section 3.8. Evaluations.**

2 Regular employees with established seniority rights will be evaluated once a year. Evaluations will be
3 based upon direct observation of the employee's immediate supervisor. The employee and their
4 supervisor shall meet to discuss the evaluation. The employee shall sign the school District's copy of the
5 evaluation report to indicate that he/she has received a copy of the report. The signature of the employee
6 does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

7
8 The employee shall have the right to attach any comments to the evaluation report. This may be done at
9 the time the employee receives a copy or they may be forwarded to the personnel office within 10 days
10 following the evaluation conference.

11
12 Evaluations shall be completed and discussed with the employee by the last student day of each school
13 year.

14
15
16 **ARTICLE IV**

17
18 **RIGHTS OF THE ASSOCIATION**

19
20
21 **Section 4.1.**

22 Visitation rights shall be granted to the designated representative of the Public School Employees of
23 Washington to visit with employees in the appropriate bargaining units for purposes of grievance
24 procedures and/or general information data. The visiting delegate shall notify the School District of his
25 arrival and for what purpose the visitation is requested.

26
27 **Section 4.2.**

28 The Union has the right and responsibility to represent the interests of all employees, to present its views
29 to the District on matters of concern either orally or in writing, and to enter collective negotiations with
30 the object of reaching an agreement applicable to all employees within the bargaining unit. The Union
31 shall be consulted with respect to the formulation, development and implementation of labor relations
32 matters and practices which are within the authority of the District.

33
34 **Section 4.3.**

35 The Union shall promptly be notified by the District of grievances brought by or disciplinary actions
36 against any employee. The Union is entitled to have a representative(s) present at hearings conducted by
37 any District official or body arising out of any grievance or discipline and to make known the Union's
38 views concerning the case. Bargaining unit employees may refuse Union representation.

39
40 **Section 4.4.**

41 The Union reserves and retains the right to delegate any right or duty contained herein to the professional
42 staff of the Public School Employees of Washington.

43
44 **Section 4.5. Association Leave and Release Time.**

45
46 **Section 4.5.1.**

47 Classified employees who are duly authorized by the Association and who are mutually
48 scheduled by the parties to participate during working hours in negotiations, grievance

1 proceedings, conferences, or other meetings relating to matters between the District and the
2 Association, and approved by the superintendent, shall suffer no loss of pay for attendance at
3 said meetings.

4
5 **Section 4.5.2.**

6 Release time shall be granted to the Association President or his/her designees to carry out the
7 duties of his/her office. The total amount of release time will be a maximum of ten (10) days a
8 year. Substitute cost shall be reimbursed by the Association.

9
10 **Section 4.5.3.**

11 Release time for Quincy PSE members requested by the Public School Employees of
12 Washington State organization may be granted to the employee. All costs associated with the
13 employee's absence will be reimbursed by PSE of Washington. Request for release time will
14 be handled through the superintendent.

15
16 **Section 4.6. Member Information.**

17 During the term of this Agreement, the District shall provide Public School Employees of Washington
18 with the name, address, phone number, position, hours per day, days per year, hire date, and rate of pay
19 of each employee, upon request. The District shall send to the Chapter President or his/her designee, the
20 monthly school board personnel reports.

21
22 **Section 4.6.1.**

23 Each employee hired during the term of this agreement will be provided with a copy of this
24 agreement by the Union and specifically apprised of the Union security provisions contained
25 herein.

26
27 **Section 4.6.2.**

28 The names, work assignments, work locations and days worked by temporary employees, (as
29 defined in Section 9.11.1 and Section 10.7) shall be provided to the Union, upon request.

30
31 **Section 4.7. Use of District Facilities.**

32 The Association representatives and members shall have the right to use District buildings for
33 Association business provided such use does not conflict with other building uses. The Association will
34 follow established rules and guidelines. The Association may use the District's audiovisual equipment,
35 duplicating or photocopying equipment, District email and other equipment for official Association
36 business provided such usage does not interfere with the normal operation of the District. The use of
37 duplicating or photocopying equipment will be limited to the Association President only and the
38 Association will pay two cents (\$0.02) per copy to the District. The Association shall have the right to
39 use District mail service and staff mailboxes for official PSE chapter communication.

40
41 All equipment purchased using school District funds, including small/attractive items such as computers,
42 printers, projectors, video cassette recorders, tools, PDA's, cameras, etc. are the sole property of the
43 Quincy School District regardless of funding source.

1 **Section 4.8. Bulletin Boards.**

2 The District shall provide a bulletin board space at each work site for the use of the Association. The
3 Association shall have the right to post notices of activities and matters of Association concern on these
4 bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the
5 Association.
6
7
8

9 **ARTICLE V**

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
11

12
13 **Section 5.1.**

14 The parties agree that it has been and will continue to be in their mutual interest and purposes to promote
15 systematic and effective employee-management cooperation; to confer and negotiate in good faith, with
16 respect to grievance procedures and collective negotiations on personnel matters, including wages, hours
17 and working conditions; promote effective methods for prompt adjustment of differences; and to promote
18 full and reasonable employee participation in such personnel areas as are within the jurisdiction of the
19 employer.
20

21 **Section 5.2.**

22 It is further agreed and understood that the District will consult with the Association at the
23 Association's request and discuss any changes made by the District that directly affects members of
24 the Association.
25

26 **Section 5.3.**

27 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
28 the other party to advise, discuss or consult regarding matters concerning working conditions not
29 covered by this Agreement.
30

31 **Section 5.4.**

32 The Association will, from time to time, as appropriate, be advised of current and predicted workload
33 information.
34
35
36

37 **ARTICLE VI**

38 **ASSOCIATION REPRESENTATION**
39
40
41

42 **Section 6.1. Labor/Management Meetings.**

43 Three (3) people appointed by the Association will meet with the Superintendent and/or his designated
44 representative to discuss appropriate matters, monthly, or as needed. Dates will be set by the local
45 President and the Superintendent in September of each year; issues shall not be of grievance nature. All
46 such meetings shall be conducted in accordance with a written agenda which will be exchanged one (1)
47 week prior to the meeting.
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days, which are followed by two (2) consecutive days of rest. The District may implement a non-normal schedule by mutual agreement.

Section 7.1.1.

A four (4) day, ten (10) hour per day workweek may be permitted, at the request of the employee, during spring break (provided there are five (5) consecutive non-school days) and summer break for maintenance, mechanics, custodial services and grounds. Summer shall be defined as the period of time beginning the first Monday after the last day of school and ending one (1) week prior to the first day of school.

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek. Employees shall not have their shift changed without prior notice to the employee of two (2) calendar weeks, unless the change is mutually agreed between the supervisor and the employee.

Section 7.3.

Employees selected by their immediate supervisor to work a shift within the same or a different classification that is regularly filled by a higher classification employee for a period of five (5) consecutive days, or more, shall receive compensation equal to that normally received by the employee in the higher classification retroactive for the entire period.

Section 7.4. Custodians.

Section 7.4.1.

Where possible, during the regular school year, it is the intent of the District to drop plan "B" and provide a substitute on the first day when a custodian is absent.

Section 7.4.2.

Whenever a day shift custodian is absent from work, the senior night shift custodian within the same building shall be given the first opportunity at filling the day shift position.

Section 7.5.

Only employees within the bargaining unit will be used to fulfill currently filled job assignments for which compensation is paid within their respective job classifications unless no qualified employee is available. (Volunteer activities are specifically excluded)

1 **Section 7.6.**

2 The District shall establish work shifts with the designated times of beginning and ending. No employee
3 shall be required to work more than five (5) hours without a thirty (30) minute uninterrupted lunch
4 period. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the employer's
5 time for time worked as outlined in the table below. Rest periods shall be scheduled as near the midpoint
6 of the work period as possible. (WAC 296-126-092).

7

8 7-8 hour work shift	(1) – thirty (30) minute lunch break	(2) - fifteen (15) minute rest breaks
9 5-6 ¾ hour work shift	(1) – thirty (30) minute lunch break	(1) - fifteen (15) minute rest break
10 3-4 ¾ hour work shift	no lunch break	(1) – fifteen (15) minute rest break

11

12 *less than three (3) hour work shift	no lunch break	no rest break
---	----------------	---------------

13

14 *If employees need a short rest period during this group of shifts, due to the nature of the job
15 responsibility, it is to be worked out with their respective supervisor.

16

17 **Section 7.7. Working Through Lunch.**

18 Employees required to work through their regular lunch period will be given time to eat within their
19 work shift as mutually agreed upon between the employee and their supervisor. In the event an
20 employee is required to forego their lunch period and work an entire shift, including the lunch period, he
21 shall be entitled to receive overtime pay or compensatory time within the same workweek, at the request
22 of the employee. Compensatory time must be agreed upon between the employee and the supervisor.

23

24 **Section 7.8. Overtime.**

25 All hours worked more than forty (40) hours per week, shall be compensated at the rate of one and one-
26 half (1½) times the employee's regular hourly pay. Employees called for special services shall receive
27 no less than two (2) hours pay per call. District paid holidays and jury duty will be considered time
28 worked. Vacation, sick leave and compensatory time will not be used in the calculation of overtime.

29

30 **Section 7.9. School Closure/Delay Start.**

31 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
32 District will make every effort to notify each employee to refrain from coming to work. Notification shall
33 at a minimum be made by radio and/or television broadcast. Employees reporting to work shall receive a
34 minimum of two (2) hours pay at their regular rate in the event of such closure; provided, however, no
35 employee shall be entitled to any such compensation in the event of actual notification by the District of
36 the closure prior to leaving home for work. If school is closed due to inclement weather, the
37 classification or job titles of maintenance, mechanics, custodians, and grounds must report to work. If
38 however, an employee feels they cannot report to work, the time will be charged to personal leave,
39 vacation or it will be a day without pay.

40

41 **Section 7.9.1.**

42 Employees shall have the opportunity to make up time lost due to school closure or delay start
43 due to inclement weather, plant in-operation, or the like. Employees have the option to make-up
44 time lost, receive pay by using personal or vacation days, or not make-up the time and take a pay
45 deduct.

1 **Section 7.10. Paraeducators.**

2
3 **Section 7.10.1.**

4 Paraeducators shall be allowed to work on the District in-service day prior to the beginning of
5 the school year and a full shift on the last day of the school year.

6
7 **Section 7.10.2.**

8 The regular workday of all paraeducators will be established by the building principal and will
9 be reviewed with the employee at the beginning of each school year.

10
11 **Section 7.10.3. Transition Time.**

12 The District recognizes that Para Educators have numerous duties and will discuss schedules
13 with direct supervisors (Principals) to avoid timeline conflicts while in transit to other duties.

14
15 **Section 7.10.4.**

16 All paraeducators working five (5) hours or more shall be entitled to a thirty (30) minute
17 uninterrupted lunch period without compensation. Each Paraeducators workday schedule shall
18 be set by the Building Principal.

19
20 **Section 7.11. Transportation.**

21
22 **Section 7.11.1. Daily Bus Runs.**

23 Daily routes shall be established for Transportation personnel in relation to the routes and
24 driving times necessary to fulfill tasks assigned by the Transportation Supervisor. Drivers shall
25 be guaranteed a minimum of five (5) hours per day, which shall include four hours and fifteen
26 minutes (4:15) route time per day and forty-five minutes (:45) per day to clean, wash, fuel, pre-
27 trip, attending meetings, and for winter conditions. Drivers reporting for mid-day routes shall
28 receive fifteen (15) minutes for pre-trip, inspection and preparation. No driver's shift shall
29 exceed eight (8) hours per day total. The Transportation Supervisor shall assign new routes to
30 drivers not fulfilling their four hours and fifteen minutes (4:15) first. If all drivers are at the
31 mandatory four hours and fifteen minutes (4:15), the seniority system will be followed. Drivers
32 not fulfilling four hours and fifteen minutes (4:15) of route time driving per day may be
33 assigned other transportation related duties, as long as those job/task assignments are assigned
34 equitably, fairly, and on a rotating basis. Such additional duties may include, cleaning,
35 washing, and fueling of buses and cars and/or office support duties.

36
37 **Section 7.11.2. Daily Shuttle Runs.**

38 The Quincy School District will have the option to hire up to four (4) shuttle drivers for a
39 period of up to three (3) hours per day. Shuttle drivers will be allowed to exercise seniority
40 rights, including but not limited to open routes. However, shuttle drivers will not be placed on
41 the rotating trip board, except as provided below.

42
43 **Section 7.11.3. Extra Trips.**

44
45 **Section 7.11.3.1.**

46 Any and all trips other than regular daily scheduled bus runs are considered extra trips
47 and shall be compensated at the driver's STEP 1-3 base hourly rate for the duration of
48 the trip. Provided, however, all hours in excess of forty (40) hours in one week shall be

1 paid at the overtime rates on the applicable rate at the time the overtime occurs. Only
2 drivers with regular routes shall be eligible for extra trips. Shuttle drivers shall be used
3 for extra trips only when regular drivers are not available, and after the first overtime
4 rotation has occurred. If no regular or shuttle drivers are available for trips then
5 substitute drivers may be used. In addition, the District will pay regular route drivers a
6 two hundred dollar (\$200.00) stipend for every one hundred (100) hours of extra trips.
7

8 **Section 7.11.3.2. Eligibility.**

9 New drivers that have been hired for a route will not be eligible to drive extra trips for
10 one hundred-twenty (120) workdays except in the case where a newly hired route driver
11 has prior school bus driving experience within the previous school year, of at least one
12 hundred-twenty (120) workdays.
13

14 **Section 7.11.3.3. Extra Trip Board.**

15 Extra trips shall be assigned to eligible drivers, by seniority, by the transportation
16 supervisor, in accordance with a weekly rotating roster, at the beginning of the school
17 week. Extra trips will be assigned according to seniority on a weekly basis, assigning
18 one trip at a time per driver before beginning another rotation. The rotation will begin
19 anew with the most senior driver at the beginning of each posting period. Drivers
20 should not exceed, to the greatest extent possible, forty hours in any given week,
21 including hours worked in other District positions outside the transportation department.
22 Drivers taking their name off an assigned trip will forfeit eligibility during the next
23 rotation. Drivers who take a trip knowing it will put them into overtime, during the non-
24 overtime trip rotation, will lose that trip and forfeit eligibility for the next rotation.
25

26 **Section 7.11.3.4. Posting of Extra Trips.**

27 Extra trips shall be posted for consideration as soon as available, where possible.
28 Postings shall include: date of trip, time of departure, origin and destination, and type
29 of activity. The Transportation Supervisor may informally post trips prior to a formal
30 bid posting taking place. Sign up for the trips shall take place immediately upon the
31 formal bid posting. Any driver holding up the board will be bypassed by the
32 transportation supervisor unless they can show good cause for not signing as per
33 language in Section 7.11.3.5 B.
34

35 **Section 7.11.3.5. Regular Extra Trip Rules.**

- 36
- 37 A. Drivers will not be allowed to exchange trips with other drivers or jump to other
38 trips out of the weekly trip posting rotation. The transportation supervisor may
39 change assignments under unusual circumstances. The extra trip board will
40 begin with the most senior driver at the beginning of each trip posting period.
41
- 42 B. The Transportation Supervisor or his/her designee will be in charge of the trip
43 board. The Transportation Supervisor or his/her designee will sign the trip for
44 all drivers and may accept or decline for a driver if the driver is on school
45 business and gives specific permission to the supervisor. The supervisor or
46 his/her designee will attempt to contact anyone on school business. If a driver
47 cannot be reached, they will be passed. Trip signing is at 8:30 AM, Tuesday, or
48 the first working day of the week following Tuesday. All those wanting trips

1 must be present in the driver's room unless on school business. School business
2 is defined as a trip, meeting with school officials, on route, or drug testing.
3 Cleaning, fueling, and/or washing buses is not considered school business, for
4 purposes of field trip assignment(s.)
5

- 6 C. If a trip is cancelled, the driver will be eligible for the next available trip as long
7 as they have sufficient hours for that trip. If more than one (1) trip is cancelled,
8 the order of assignment will be, first trip cancelled signs first, second trip
9 cancelled signs second, continuous; prior to normal rotation.
10
- 11 D. The Transportation Supervisor will have the discretion to assign "short notice"
12 trips, but should attempt to fill a forty-hour work week for the most senior driver
13 with available hours first, to the greatest extent possible.
14
- 15 E. All drivers will have the opportunity to fill a forty-hour work week prior to
16 moving to the overtime board. This rotation will begin anew each week with the
17 most senior driver.
18
- 19 F. If a driver's trip is rescheduled on the same day that the driver is already
20 assigned a trip, the driver will have the first opportunity to fill his/her forty-hour
21 work week.
22
- 23 G. Drivers will be notified of cancellation one (1) hour prior to departure of extra
24 trips if District has prior knowledge. If a driver arrives at the bus garage or at
25 the school and finds out the driver's trip has been cancelled for that day, but will
26 be rescheduled, the driver has the choice of two options, to be made
27 immediately.
28
- 29 i. Stay on that trip, with two (2) hours call-out time; or
 - 30 ii. Take the next available trip, with two (2) hours call out time.
31

32 **Section 7.11.3.6. Overtime Extra Trips.**

33 Drivers shall not be considered eligible for extra trips if the extra trip would require the
34 District to pay overtime. If overtime is unavoidable, these overtime trips shall be
35 awarded in weekly rotation on a separate overtime rotation board.
36

37 **Section 7.11.3.7. Overnight Trips.**

38 Drivers shall be paid their regular hourly rate for all time during the driver's normal
39 workday. Any on-duty-time outside the driver's normal workday shall be reimbursed at
40 the extra trip rate or time and one-half (1½) the extra trip rate, for any on-duty-time over
41 forty (40) hours in that week. The District shall furnish the driver a separate room,
42 where possible, and meals. There shall be no pay for off duty or sleeping time outside
43 the normal workday. Drivers shall be guaranteed eight (8) consecutive hours off duty
44 rest time between night duty and their first assignment the next day, when on overnight
45 trips.
46
47
48

1 **Section 7.12.**

2 All food service personnel working five (5) hours or more shall be entitled to a thirty (30) minute,
3 uninterrupted lunch period without compensation.

4
5 **Section 7.13. Summer School.**

6 Open positions during summer school will first be offered to regular employees in each applicable
7 classification unit and will be awarded based on established seniority in each classification. Rates of pay
8 for summer positions may differ from those found on Schedule A.

9
10 **Section 7.14.**

11 A regular employee of the District may elect to be in the District’s substitute pool in classifications for
12 which he/she is qualified. An Employee may accept substitute assignments that do not interfere with
13 the performance of his/her permanent position. Fulfilling the permanent position is the employee’s
14 primary responsibility and takes precedence over accepting a substitute assignment. An employee who
15 accepts a substitute assignment in or out of his/her General Job Classification that is regularly filled by
16 a higher classification employee for a period of five (5) consecutive days, or more, shall receive
17 compensation equal to that normally received by the employee in the higher classification retroactive
18 for the entire period. A regular employee who accepts a substitute assignment out of his/her General
19 Job Classification shall receive the Schedule A Step 1 rate of pay for that position.

20
21
22 **ARTICLE VIII**

23 **HOLIDAYS AND VACATIONS**

24
25
26
27 **Section 8.1.**

28 Twelve (12) month employees shall receive the following paid holidays:

- | | | |
|----|----------------------------------|------------------------------|
| 29 | 1. New Year’s Day | 7. Veterans’ Day |
| 30 | 2. Martin Luther King’s Birthday | 8. Thanksgiving Day |
| 31 | 3. President’s Day | 9. Day after Thanksgiving |
| 32 | 4. Memorial Day | 10. Day before Christmas Day |
| 33 | 5. Independence Day | 11. Christmas Day |
| 34 | 6. Labor Day | 12. New Year’s Eve |
| 35 | | |

36
37 **Section 8.1.1. Worked Holidays.**

38 Employees who are required to work on the above-described holidays shall receive twice the
39 hourly rate for all hours worked on such holiday.

40
41 **Section 8.2.**

42 If a paid holiday falls on Saturday, the preceding Friday shall be given as the paid holiday. If a paid
43 holiday falls on a Sunday, the following Monday shall be given as the paid holiday.

1 **Section 8.3.**

2 Employees working less than twelve (12) months shall receive the following paid holidays:

- 3
- | | | |
|---|----------------------------------|---------------------------|
| 4 | 1. New Year's Day | 6. Veterans' Day |
| 5 | 2. Martin Luther King's Birthday | 7. Thanksgiving Day |
| 6 | 3. President's Day | 8. Day after Thanksgiving |
| 7 | 4. Memorial Day | 9. Day before Christmas |
| 8 | 5. Labor Day | 10. Christmas Day |
- 9

10 **Section 8.4. Un-worked Holidays.**

11 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
12 time the holiday occurs.

13

14 **Section 8.5. Vacations.**

15 All twelve (12) month employees subject to this Agreement shall be credited with hours of vacation
16 credit, based on the twelve (12) months worked prior to their anniversary dates. Such vacation credit
17 shall be earned, vested and used as designated in this Article.

18

19 **Section 8.6.**

20 The vacation credit to which an employee shall be entitled shall be computed as follows:

21

22 Upon completion of one (1) year of service, each twelve (12) month employee shall be
23 granted ten (10) days paid vacation.

24

25 Upon completion of five (5) years of service, each twelve (12) month employee shall be
26 granted fifteen (15) days paid vacation.

27

28 Upon completion of fifteen (15) years of service, each twelve (12) month employees shall
29 receive one additional day of vacation for each year of service up to a maximum of (20) days
30 total.

31

32 **Section 8.6.1.**

33 Employees who resign or retire before their annual accrual date shall be credited with vacation
34 benefits prorated on hours worked since their last accrual date.

35

36 **Section 8.7.**

37 Eligibility for use of vacation credit for twelve (12) month employees shall be determined as follows:

- 38
- 39 A. An employee becomes eligible to use his vacation credit after reaching his first eligibility date.
- 40
- 41 B. The eligibility date of an employee newly hired shall occur on the anniversary date of his
42 employment; provided, however, that employees shall be eligible for benefits accruing during the
43 first year prorated to the next September 1.
- 44

45 **Section 8.8.**

46 Time on layoff and time on authorized leave of absence will be counted as continuous service for the
47 purpose of establishing and retaining eligibility dates.

48

1 **Section 8.9.**

2 Any vacation days currently due, but unused by the new accrual date each year may be carried over for
3 one (1) year following the new accrual date with the approval of the immediate supervisor and
4 administration. The total of the current year accrued plus any carryover balance from the previous year
5 may not exceed more than two hundred–forty (240) hours at any time.
6

7 No vacation may be carried over for more than one (1) year beyond the date on which it became due;
8 provided, however, no employee shall be denied accrued vacation benefits due to District employment
9 needs.
10

11 **Section 8.10.**

12 It is agreed that vacations shall be scheduled at the request of the employee unless such vacation would
13 disrupt the normal activities of the School District. Twelve (12) month employees may be allowed to
14 take vacation during the school year as well as during the summer with the Superintendent’s approval.
15 Vacation selection shall be made on a seniority basis as long as the requests have been submitted forty-
16 five (45) calendar days in advance. If requests are not submitted at least forty-five (45) calendar days
17 in advance, requests shall be granted on a first come, first served basis.
18
19
20

21 **ARTICLE IX**

22 **LEAVES**

23 **Section 9.1. Leave for Illness, Injury and Emergency.**

24
25 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
26 however, that each employee who works the normal school year shall earn a minimum of ten (10) days
27 sick leave per year. An employee who works eleven (11) workdays in any calendar month will be given
28 credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the
29 number of annual contracted days worked by the employee. The District shall project the number of
30 annual days of sick leave at the beginning of the school year according to the estimated calendar months
31 the employee is to work during that year. The employee shall be entitled to the projected number of days
32 of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of regular
33 hourly rate applicable to all hours worked per day; provided, however, that should an employee’s normal
34 daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave
35 benefits will be paid in accordance with the employee’s normal daily work shift at the time the sick leave
36 is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.
37
38

39 Should an employee use sick leave beyond the number of days earned or accumulated, and then leave the
40 District employ, the cost of said days taken which were paid to the employee shall be deducted from the
41 employee’s final check. Employees may be required to furnish a doctor’s certificate verifying illness
42 after five (5) consecutive days absence. Employees may be required to furnish a doctor’s certificate
43 verifying appointment(s) anytime sick leave is requested due to doctor’s appointment.
44

45 **Section 9.1.1.**

46 The District grants a staff member use of accrued sick leave to care for his/her child under the
47 age of eighteen (18) with a health condition that requires treatment or supervision. The District
48 may require a signed statement from a licensed medical practitioner for those absences in

1 excess of five (5) consecutive days. Employees may be required to furnish a doctor's
2 certificate verifying appointment(s) anytime sick leave is requested due to a child's doctor's
3 appointment.
4

5 **Section 9.1.2. Transfer of Sick Leave.**

6 Accumulated sick leave can be transferred within the state as provided by
7 law, RCW 28A.400.300.
8

9 **Section 9.1.3. Workman's Compensation.**

10 Any employee injured on the job and receiving Workman's Compensation shall be insured for
11 that portion of the employee's base daily salary not compensated by Workman's
12 Compensation. Benefits shall be augmented from sick leave benefits to equal the employee's
13 base daily salary; provided, however, the combination of Workman's Compensation and sick
14 leave benefits shall not exceed the employee's base daily salary.
15

16 **Section 9.1.4. Sick Leave Incentive Attendance Program.**

17 In January of the year following any year at which a maximum of sixty (60) days of leave for
18 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
19 option to receive remuneration for unused leave for illness or injury in excess of sixty (60) days
20 accumulated leave at a rate of one (1) day's monetary compensation for each four (4) days of
21 accrued leave for illness or injury, which days shall be deducted from accrued leave time. At
22 the time of separation from school District employment due to retirement or death, an eligible
23 employee or employee's estate shall receive remuneration at a rate equal to one (1) day's
24 monetary compensation for each four (4) days of accrued leave for illness or injury, not to
25 exceed one hundred eighty (180) days. All cash-out remuneration shall be at the employee's
26 current salary rate.
27

28 **Section 9.1.5. Conversion of Illness Leave upon Retirement or Death.**

29 A. **Eligible Employees.**

30 Each employee who subsequently terminates employment may personally, or through his or
31 her estate in the event of death, elect to convert all eligible, accumulated, unused illness
32 leave days to monetary compensation as provided in this section.
33
34

35 For the purposes of this section, an eligible employee shall be defined as:

- 36 1. Employees who separate from employment due to retirement or death;
- 37 2. Employees who separate from employment and who are at least age fifty-five (55)
38 and have at least ten (10) years of service in SERS 3; or
- 39 3. Employees who separate from employment and who are at least fifty-five (55) and
40 have at least fifteen (15) years of service in SERS 2.
41

42 B. **Eligible Illness Leave Days.**

43 All unused illness leave days that have been accumulated by an eligible employee at a rate
44 of accumulation no greater than one (1) full day per month of employment as provided
45 elsewhere in this Agreement (a maximum of twelve (12) days per year), less illness leave
46
47
48

1 days previously converted, and those credited as service rendered for retirement purposes,
2 may be converted to monetary compensation upon the employee's termination of
3 employment due to retirement or death.
4

5 **C. Rate of Conversion.**

6 Illness leave days that are eligible for conversion shall be converted to monetary
7 compensation at the rate of twenty-five percent (25%) of an employee's full-time daily rate
8 of compensation at the time of termination of employment for each full day of eligible
9 illness leave, to a maximum of one hundred eighty (180) days. Partial days of eligible
10 illness leave shall be converted on a pro-rata basis.
11

12 All illness leave days converted pursuant to this section shall be deducted from an
13 employee's accumulated sick leave balance.
14

15 Compensation received pursuant to this section shall not be included for the purpose of
16 computing a retirement allowance under the Public Employees' Retirement System.
17

18 **Section 9.1.6. Sick Leave Sharing.**

19 **A. Right To Donate.**

20 Employees may donate sick leave to come to the aid of another school District
21 employee who is suffering from an extraordinary or severe illness, injury, impairment
22 or physical or mental condition which causes or is likely to cause the employee to take
23 leave without pay or terminate his or her employment.
24

25 **B. Minimum Accumulation.**

26 An employee who has an accrued sick leave balance of more than sixty days (60) days
27 may donate such leave.
28

29 **C. Limits.**

30 Employees cannot donate sick leave days that would result in their sick leave account
31 going below sixty (60) days.
32

33 **D. Status Of Leave Employees.**

34 While an employee is on leave under this section, he or she shall be classified as an
35 employee and shall receive the same treatment in respect to salary, wages, and
36 employee benefits as the employee would normally receive if using accrued sick leave.
37 Payment of sick leave shall be in accordance with state statues, rules and regulations.
38
39

40 **Section 9.2. Family Emergency Leave.**

41 **Section 9.2.1.**

42 The District shall grant an employee's use of accrued sick leave for family emergency leaves
43 that are beyond the seven (7) days provided in this section and that are specifically outlined by
44 Board policy. For reasons of serious accident or serious illness in the immediate family, each
45 employee shall be granted a maximum of seven (7) days leave each school year during which
46 no deduction shall be made.
47
48

1 A. Immediate family shall be defined as:

- 2 1. In the event of serious illness or serious accident, as brother, sister, parent, spouse,
3 son, daughter, mother-in-law, father-in-law or any dependent of the employee.
4

5 B. Serious accidents and serious illness shall be defined as those which require
6 hospitalization or the doctor's certification that the presence of the employee is
7 necessary.
8

9 **Section 9.2.2. Bereavement Leave.**

10 For reason of death in the immediate family, each employee shall be granted five (5) days
11 maximum leave for each death during which no deductions shall be made. In case of multiple
12 deaths, the leave would run concurrently.
13

14 A. Immediate family shall be defined as:

- 15
16 1. In the event of death as, spouse, parent, child, sibling, grandchild, grandparent, niece,
17 nephew, aunt, uncle, or those of the employee's spouse, marriage partners of the
18 employee's children, parents, siblings, grandchildren or grandparents, any person
19 living in the same household as the employee or any person who is a dependent of the
20 employee. Additional bereavement may be granted by the Superintendent from an
21 employee's sick leave.
22

23 **Section 9.3. Emergency Leave.**

24 Each employee shall be entitled to one (1) day emergency leave paid per year with approval of the
25 supervisor or Superintendent. This day is neither sick leave nor bereavement leave and is
26 noncumulative. Additional emergency leave may be taken due to a problem that has been suddenly
27 precipitated or was unplanned or where preplanning could not relieve the necessity for the employee's
28 absence. Such additional leave shall be deducted from sick leave.
29

30 **Section 9.4.**

31 A leave not specifically defined by District policy or this Agreement shall be of an emergency nature and
32 will be restricted to five (5) consecutive workdays unless an extension is granted by the Superintendent.
33

34 **Section 9.5.**

35 If less than one-half (1/2) day is granted for leave, it is up to the discretion of the supervisor to determine if
36 a deduction shall be made.
37

38 **Section 9.6. Maternity Leave.**

39 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
40 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
41 must return to work not later than one (1) year following the granting of the maternity leave. Employees
42 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance
43 with Section 9.1 above. Before returning to work, the employee must be certified by her physician as
44 ready and able to return.
45
46
47
48

1 **Section 9.7. Paternity Leave.**

2 A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the
3 birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1 above.
4

5 **Section 9.7.1. Adoption Leave.**

6 In the event of adoption, use of sick leave may include time for court legal procedures, home
7 study and evaluation, required home visitations by the adoption agent not possible to schedule
8 outside of the regular working hours, and such additional activity as is required to make the
9 immediate inclusion of the adopted child into the employee's household.
10

11 **Section 9.8. Personal Leave.**

12 All employees shall be entitled to two (2) days personal leave paid per year and one (1) day unpaid
13 personal leave per year at the option of the employee. Personal leave is neither sick leave nor
14 bereavement leave. Paid personal leave may be accumulated up to a total of four (4) days per year. The
15 unpaid personal leave day may be deducted from sick leave at the option of the employee.
16

17 Personal leave shall not be taken on the first (1st) or last day of school. No more than two (2) persons at
18 each job site of the same classification shall be on personal leave on the same day. Personal leave is on a
19 first come first served basis.
20

21 **Section 9.8.1. Attendance Incentive.**

22 Any employee covered by this Agreement that uses zero (0) days of sick leave for illness per
23 year shall be entitled to one (1) additional day of pay based on their regular work shift hours to
24 be paid at the end of the fiscal year.
25

26 **Section 9.8.2. Additional Paid Personal Leave.**

27 Employees will be rewarded for long-term service. After ten (10) years service, one (1)
28 additional paid personal day per year; After fifteen (15) years of service, two (2) additional paid
29 personal days per year for a maximum of five (5) days total. Additional days to be taken from
30 sick leave.
31

32 **Section 9.9. Family and Medical Leave.**

33 Any employee employed for one (1) year shall be eligible for leave benefits as provided in the Family
34 and Medical Leave Act of 1993.
35

36 **Section 9.10. Judicial Leave.**

37 In the event an employee is summoned to serve as a juror, or appear as a witness in court or any other
38 contested proceeding involving the District, or is named as a codefendant with the District, such
39 employee shall receive a normal day's pay for each day of required presence; provided, however, that
40 any monies received for such service shall follow established Board Policy #5408. Such repayment shall
41 not exceed the employee's normal daily pay less bona fide expenses. In the event that employee is a
42 party in a court action, such employee may request a leave of absence.
43

44 **Section 9.11. Leave of Absence.**

45 Upon recommendation of the immediate supervisor through administrative channels to the
46 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
47 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
48 extended illness, schooling or training, one (1) additional year may be granted.

1 The employee may elect to retain health insurance, provided the employee pays the required premiums.

2
3 Employees must send a letter to the District no later than thirty (30) days prior to scheduled return giving
4 the District notice of intent to return. If no notice is received by that date, the employee shall be
5 considered to have forfeited the right to reemployment. No employee on leave will be allowed to return
6 early without the supervisor's permission.

7
8 Regular employees shall have the opportunity to fill in for employees on leave of absence using their
9 seniority within their classification(s). This applies to a leave of absence only. The employee must have
10 the skill level to fill-in by seniority.

11
12 **Section 9.11.1.**

13 The returning employee will be assigned to the position occupied before the leave of absence.
14 Employees hired to replace employees on leave of absence shall be hired for a specific period
15 of time. It shall be the responsibility of the employer to inform replacement employees of these
16 provisions.

17
18 **Section 9.11.2.**

19 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
20 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
21 the employee is on leave of absence.

22
23 **Section 9.11.3.**

24 All leaves submitted to the appropriate administrator/supervisor shall be processed in a timely
25 manner.

26
27
28 **ARTICLE X**

29
30 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

31
32
33 **Section 10.1. Hire Date.**

34 The seniority of an employee shall be established as of the date on which he/she was hired as a regular
35 employee by the District (hereinafter referred to as "hire date"). Hire date tie-breaker for future
36 employees starting September 1, 1999: (1st) date of application, (2nd) alphabetical last name,
37 (3rd) highest total of the last four (4) numbers of their social security number. Such seniority as a regular
38 employee shall be lost as hereinafter described.

39
40 **Section 10.1.1. Retire/Rehire.**

41 Employees who return under retire/rehire status will be employed as outlined in board policy.
42 Employees who return are not eligible for seniority benefits or employment renewal. Positions
43 will be posted on an annual basis.

44
45 **Section 10.2. Probation.**

46 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays
47 following the hire date. During this probationary period the District may discharge such employee at its
48 discretion. Probation pay will be at one hundred percent (100%) of entry level. After probation, the

1 employee will be subject to all of the provisions of the Agreement. Leaves, vacations and holidays will
2 be retroactive.

3
4 **Section 10.3.**

5 The seniority rights of an employee shall be lost for the following reasons:

- 6 A. Resignation;
- 7 B. Discharge for any reason contained in this Agreement;
- 8 C. Retirement; or
- 9 D. Change of job classification within the bargaining unit, as hereinafter provided.

10
11 **Section 10.4.**

12 Seniority rights shall not be lost for the following reasons, without limitation:

- 13 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 14 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
15 States;
- 16 C. Time spent on other authorized leaves of absence; or
- 17 D. Time spent on layoff less than 24 months.

18
19 **Section 10.5.**

20 Seniority rights shall be effective within the general job classification. As used in this agreement,
21 general job classifications are those set forth in Article I, Section 1.2.

22
23 **Section 10.6.**

24 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation
25 periods, and scheduled overtime. The employee with the earliest hire date shall have preferential rights
26 regarding promotions, assignment to new or open positions, and layoffs when ability and performance
27 are substantially equal with junior employees. If the District determines that seniority rights should not
28 govern because a junior employee possesses ability and performance substantially greater than a senior
29 employee or senior employees, the District shall set forth in writing to the employee or employees and
30 the Association grievance committee chairperson its reasons why the senior employee or employees have
31 been bypassed.

32
33 **Section 10.6.1. Posting of New or Open Positions.**

34 When a position is open in any department, notice of the opening shall be publicized so that
35 interested employees may be reasonably informed of the vacancy.

36
37 **Section 10.6.1.1.**

38 Any employee wishing to receive job postings through the summer months must notify
39 the District by the end of the school year.

40
41 **Section 10.6.2.**

42 Any employee who changes positions within their classification shall receive credit for each
43 previous year of service for step placement on the salary schedule.

44
45 **Section 10.6.3.**

46 Employees who change job classifications will be placed at the closest hourly rate in the new
47 job classification that would not result in a decrease.

1 **Section 10.6.4.**

2 For layoff purposes only, an employee who changes job classification within the bargaining unit
3 shall retain his/her hire date in the previous classification for a period of one (1) year,
4 notwithstanding that he/she has acquired a new classification seniority date.
5

6 **Section 10.7. Temporary Employee.**

7 Vacancies in established regular bargaining unit positions shall not be filled by temporary employee(s)
8 for more than thirty (30) workdays, except as provided in Section 9.11.1. Established bargaining unit
9 positions are those which are not seasonal, filled on an overflow basis, subject to short-term financing, or
10 in a period of reorganization.
11

12 **Section 10.8.**

13 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
14 District according to layoff ranking. Such employees are to have priority in filling an opening in any
15 classification held prior to layoff. Names shall remain on the reemployment list for two (2) years.
16

17 **Section 10.8.1.**

18 Whenever a classified employee's position is terminated (program cut) or an employee is laid
19 off, the senior employee shall have the right to "bump" an employee with less seniority within
20 the same job classification, if qualified, according to District determined criteria, even if the
21 junior employee has more hours.
22

23 **Section 10.9.**

24 Employees on layoff status shall file their addresses in writing with the personnel office of the District
25 and shall thereafter promptly advise the District in writing of any change of address.
26

27 **Section 10.10.**

28 An employee shall forfeit rights to reemployment as provided in Section 10.8 if the employee does not
29 comply with the requirements of section 10.9 or if the employee does not respond to the offer of
30 reemployment within fifteen (15) days after actual receipt.
31

32 **Section 10.11.**

33 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
34 accrued benefits; provided that such employee is offered a position substantially similar to that held prior
35 to the layoff.
36

37 **Section 10.12. Seniority Tie.**

38 A drawing shall be done at the time of Board confirmation. The drawing to be done by a neutral party
39 with the District, the Union President, the people that have been hired, and the PSE Union
40 Representative. The Union Representative will do the drawing.

41 An asterisk (*) will go by the names of those that had to draw for seniority and the date that the
42 drawing took place. The process for selection of new or current employees before drawing is as
43 follows:
44

45 A. Worked in District - If two (2) or more, all those that have previously worked in the District,
46 length of time will be the first criteria.
47

48 B. Subbed in District – If two (2) or more, their names will be placed in a hat for drawing.

- 1 C. Previous PSE experience in another District (within the State of WA.) - If two (2) or more, all
2 those that have previous PSE experience will be in the drawing to break a tie.
3
4 D. New Hires - No other experience - Names in hat for drawing.
5
6
7

8 A R T I C L E X I

9 D I S C I P L I N E A N D D I S C H A R G E O F E M P L O Y E E S

12 **Section 11.1.**

13 The District may discharge or discipline any employee subject to this Agreement for justifiable cause.
14 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this
15 Agreement. If the District has reason to reprimand an employee, it shall be done in a manner that will
16 not embarrass the employee before other employees or the public.
17

18 **Section 11.1.1.**

19 The progressive steps shall generally be as follows:

- 20 A. Verbal Warning
 - 21 B. Written Warning
 - 22 C. Short/Long Suspension
 - 23 D. Discharge
- 24

25 The District agrees to act in good faith in the dismissal of any employee. Employees have the
26 right to seek redress through the negotiated grievance procedures.
27

28 **Section 11.2. Employment Notification.**

29 It is mutually agreed that the School District shall notify employees of intent to rehire for the next school
30 year on or before June 1 of the current school year. The employee will notify the School District of
31 intent to return for the next school year.
32
33
34

35 A R T I C L E X I I

36 I N S U R A N C E

37
38
39 **Section 12.1.** The District shall make available for contribution toward the cost of monthly premiums
40 for all employees enrolled in a District approved insurance program that total amount of money which
41 the District is entitled to receive through the state funding formula based on the health and welfare
42 considerations included in such formula. Such sum shall be based and prorated on fourteen hundred
43 forty (1,440) annual hours. The insurance pool formula shall be calculated as follows: The total
44 bargaining units FTE count (1,440 hours) times the state allotment equals the total pool amount. The
45 HCA carve out shall be deducted from the pool before disbursement to employees is made. The District
46 will provide the Association with a copy of the insurance pool calculations. Employees must work
47 seventy (70) hours per month or more to be eligible for insurance benefits.
48

1 **Section 12.1.1.**

2 The District shall pay the HCA retiree carve-out in the following proportion for each year of
3 the contract. The carve-out shall be prorated based on the employee’s benefit FTE.

- 4
5 2011-2012 - 30%
6 2012-2013 - 40%
7 2013-2014 - 50%

8
9 **Section 12.2.**

10 The District shall provide tort liability coverage for all employees subject to this Agreement.
11
12

13
14 **ARTICLE XIII**

15 **SAFETY AND HEALTH**

16
17
18 **Section 13.1.**

19 Employees shall be provided a workplace free of recognized hazards to their health and safety.
20

21 **Section 13.2.**

22 Since it is mutually recognized by the signatures of this contract that safety within the confines of the
23 School District is paramount, the School District shall provide first aid and fire prevention courses to all
24 classified employees within the School District. It is agreed that all employees shall be vigilant in
25 seeking out unsafe or hazardous objects and will report them immediately to the appropriate personnel
26 for correction.
27
28

29 **ARTICLE XIV**

30 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

31
32
33
34 **Section 14.1. Membership.**

35 Each employee subject to this Agreement, who on the effective date of this Agreement, is a member of
36 the Association in good standing, and each employee subject to this Agreement who thereafter becomes
37 a member of the Association in good standing, shall as a condition of employment, maintain membership
38 in the Association in good standing during the period of this Agreement.
39

40 **Section 14.1.1. Service Charge.**

41 Any employee subject to this Agreement who, on the date of execution of this Agreement or its
42 effective date, whichever is later, is not a member in good standing of the Association and does
43 not wish to become a member, and all employees hired subsequent to the date of execution of
44 this Agreement or its effective date, whichever is later, who do not wish to become members,
45 shall submit a letter by registered mail to Public School Employees of Washington, PO Box
46 798, Auburn, WA 98071, within thirty (30) days of hire, whichever is later and appropriate,
47 stating that such employee does not wish to become a member. Such letter shall include the
48 following information: the employee’s name, address, District in which employed, position

1 held, and hire date. Should any employee fail to submit said letter within the specified period,
2 they shall immediately maintain membership in good standing of the Association as a condition
3 of continued employment. Such employee will pay a service charge to the Association. The
4 service charge shall be regarded as fair compensation and reimbursement to the Association for
5 fulfilling its legal obligation to represent all members of the bargaining unit. The Association
6 shall determine the amount of the service charge annually and notify the employer of the same.
7

8 **Section 14.1.2. Religious Objection.**

9 Nothing contained in this Agreement shall require Association membership of employees who
10 object to such membership based on bona fide religious tenets or teaching of a church or
11 religious body of which such employee is a member. Such employee shall pay an amount
12 equivalent to normal dues to a non-religious charity or other charitable organization mutually
13 agreed upon. If the employee and the Association cannot agree on such matter, the Public
14 Employment Relations Commission pursuant to RCW 41.56.122 shall resolve it. Employees
15 shall submit a letter by registered mail to Public School Employees of Washington, PO Box
16 798, Auburn, WA 98071, within thirty (30) days of hire, whichever is later and appropriate,
17 stating that such employee does not wish to become a member based on religious objection.
18 Such letter shall include the following information: the employee's name, address, District in
19 which employed, position held, and hire date. Should any employee fail to submit said letter
20 within the specified period, they shall immediately maintain membership in good standing of
21 the Association as a condition of continued employment.
22

23 **Section 14.2. Deduction and Transmittal of Dues.**

24 The District shall deduct PSE dues **and assessments**, or service charges, and/or political contributions
25 from the salary of any employee who authorizes such deduction in writing pursuant to RCW 41.56.110.
26 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
27 Washington on a monthly basis.
28

29 **Section 14.2.1. Remittance Report.**

30 The District agrees to electronically submit a report monthly along with its remittance of dues
31 identifying each employee by name, social security number, position, gross salary, and dues and
32 assessments, or service charges, amount remitted. The same report will be forwarded to the
33 President of the local Public School Employees Chapter, upon request.
34

35 **Section 14.3. Local Dues.**

36 Once during each school year on the employee's October or initial pay warrant, the District shall
37 deduct local Chapter dues from the pay of all members of the Association and remit to the chapter
38 treasurer. Prior to September 1st the amount of said deduction shall be conveyed to the District by the
39 Chapter President.
40

41 **Section 14.4. Political Action Committee.**

42 The District shall, upon receipt of a written authorization form, from at least five (5) members, that
43 conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of
44 contribution the employee voluntarily chooses for deduction for political purposes and shall transmit
45 the same to the Union with the monthly dues transmittal check. The employee may revoke the request
46 at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to
47 revoke the request.
48

1 **Section 14.5. Hold Harmless.**

2 The union will indemnify, defend, and hold the District harmless against any claims made, and any suit
3 instituted against the District on account of any check-off of Union dues or requirement that employees
4 pay membership or representation fees to the Union or a charitable organization as a condition of
5 employment, or voluntary political contribution.
6

7
8 **ARTICLE XV**

9
10 **GRIEVANCE PROCEDURE**
11

12 **Section 15.1.**

13 Grievances or complaints arising between the District and its employees within the bargaining unit
14 defined herein, with respect to matters dealing with the interpretation or application of the terms and
15 conditions of this Agreement shall be resolved in strict compliance with this Article. Nothing contained
16 in this Article shall limit the right of employees to pursue adjustment of their grievances according to
17 RCW 41.56.080.
18

19 **Section 15.2. Grievance Steps.**

20
21 **Section 15.2.1. Step 1.**

22 Employees shall first discuss the grievance with their immediate supervisor. If employees
23 wish, they may be accompanied by an Association representative at such discussion. All
24 grievances not brought to the immediate supervisor in accordance with the preceding sentence
25 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no
26 further processing. The supervisor shall have five (5) workdays to respond.
27

28 **Section 15.2.2. Step 2.**

29 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
30 subsection, the employee shall reduce to writing a statement of the grievance containing the
31 following:
32

- 33 A. The facts on which the grievance is based:
34 B. A reference to the provisions in this Agreement which have been allegedly violated; and
35 C. The remedy sought.
36

37 The employee shall submit the written statement of grievance to the immediate supervisor for
38 reconsideration, within 10 workdays of the response in Step 1. The parties will have five (5)
39 workdays from submission of the written statement of grievance to resolve it by indicating on
40 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
41 grievance shall sign it. The employee reserves the right to appear before the supervisor and
42 explain his/her grievance.
43

44 **Section 15.2.3. Step 3.**

45 If no settlement has been reached within the five (5) days referred to in the preceding section,
46 and the Association believes the grievance to be valid, a written statement of grievance shall be
47 submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's
48 designee.

1 After such submission, the parties will have ten (10) workdays from submission of the written
2 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
3 If an agreeable disposition is made, all parties to the grievance shall sign it. The employee
4 reserves the right to appear before the Superintendent or his designee and explain his/her
5 grievance, at which the employee may be accompanied by an Association representative or
6 designee.

7
8 **Section 15.2.4. Step 4.**

9 If no settlement has been reached within the ten (10) days referred to in the preceding
10 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to
11 the District Board of Directors. After such submission, the parties will have thirty (30)
12 workdays from submission of the written statement of grievance to resolve it by indicating on
13 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
14 grievance shall sign it. The Board of Directors reserves the right to summon the employee for
15 an oral statement of the grievance. The employee reserves the right to appear before the Board
16 to explain the grievance. At any appearance before the Board, the employee may be
17 accompanied by an Association representative or designee.

18
19 **Section 15.2.5. Step 5.**

20 If no settlement has been reached within the thirty (30) days referred to in the previous
21 subsection, the employee may demand arbitration of the grievance. Any dispute, claim or
22 grievance arising out of or relating to the interpretation or the application of this Agreement
23 shall then be submitted to arbitration of the American Arbitration Association (AAA), PERC,
24 or FMCS. Any such demand for arbitration must be made in writing within twenty (20) days
25 after the thirty (30) day period referred to in Section 15.2.4 and this section.

26
27 Within ten (10) days after such written notice of submission to arbitration, the Superintendent
28 and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a
29 commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator
30 or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators
31 may be made to the American Arbitration Association, PERC, FMCS, or other agency by either
32 party. The parties will be bound by the rules and procedures of the agreed upon agency chosen.

33
34 Neither party shall be permitted to assert in the arbitration proceedings any evidence which was
35 not submitted to the other party before the request for arbitration.

36
37 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning
38 and conclusions on the issues submitted. The arbitrator will be without power of authority to
39 make any decision which requires the commission of an act prohibited by law or which violates
40 the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and
41 the Association and will be final and binding upon the parties.

42
43 The costs for the services of the arbitrator, including per diem expenses, if any, and his travel
44 and subsistence expenses and the cost of any hearing room, will be borne solely by the loser
45 (Board or Association). All other costs will be borne by the party incurring them.

1 **Section 15.2.6. Election of Remedies.**

2 Any matter which has an alternate form of resolution (for example, Superior Court, Human
3 Rights Commission, PERC, OCR, U.S. Department of Labor, etc.) may be utilized by an
4 employee in place of arbitration, but in no case will arbitration be allowed or utilized in
5 addition to alternative remedies such as those illustrated above.
6

7 **Section 15.2.7. Time Limits.**

8 The time limits provided in this Article shall be strictly observed unless extended by written
9 agreement of the parties. In the event a grievance is filed after May 15 of any year, the District
10 shall use its best efforts to process such grievance prior to the end of the school term or as soon
11 thereafter as possible.
12

13 **Section 15.2.8. Grievance and Arbitration Hearings.**

14 All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time
15 and place which will afford a reasonable opportunity for all parties entitled to attend to be
16 present, including any and all witnesses.
17

18 **Section 15.2.9. Continuity of Grievance.**

19 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder
20 may be processed through the grievance procedure until resolution.
21
22
23

24 **ARTICLE XVI**

25 **TRANSFER OF PREVIOUS EXPERIENCE**

26
27 **Section 16.1.**

28 Any new hire who had just previously been employed by any School District in the State of Washington,
29 and is hired to perform work similar to that, in which he was previously engaged, shall be given
30 longevity credits in the District in accordance with this Article.
31
32

33 **Section 16.2.**

34 The new hire shall be permitted to transfer prior like work experience in another Washington State
35 School District as outlined in RCW 28A.400.300.
36

37 **Section 16.3.**

38 The longevity credit to be transferred shall be applicable to all benefits herein including Schedule A,
39 except the seniority provisions.
40
41

42 **ARTICLE XVII**

43 **SALARIES AND EMPLOYEE COMPENSATION**

44
45 **Section 17.1.**

46 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
47 Schedule A attached hereto and by this reference incorporated herein.
48

1 **Section 17.2.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
3 conditions of Section 18.3. Should the date of execution of this Agreement be subsequent to the
4 effective date, salaries, including overtime, shall be retroactive to the effective date.
5

6 **Section 17.3.**

7 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
8 Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 18.3, on the
9 first regular pay day following agreement on such schedule.
10

11 **Section 17.4.**

12 Annual increments shall be granted to all employees on September 1 of each year during the term of this
13 Agreement; provided, however, that new employees subject to this Agreement must have been hired
14 prior to the last day of February in order to be eligible for an increment during the first year.
15

16 **Section 17.5.**

17 Employees shall receive paychecks on a twelve (12) month basis. Employees may receive checks on an
18 as earned basis (less than twelve (12) month basis) upon showing undue hardship and approval by the
19 Superintendent. Payroll will be dispersed through Direct Deposit for all new employees. (Direct Deposit
20 placed in the contract 9/1/08)
21

22 **Section 17.6.**

23 Seven (7) sets of uniforms (shirts and pants) shall be furnished to the mechanics upon request. The
24 District will purchase and maintain laundry equipment (washer/dryer) in the transportation department to
25 launder these uniforms. Laundering tasks will be performed by the mechanics. The mechanics will be
26 reimbursed up to a maximum of forty-five (\$45.00) dollars every two (2) years on any footwear that
27 meets ANSI (American National Safety Industrial) standards Z87.1-1979. Upon proof of purchase along
28 with ANSI number, reimbursement will be made by the District.
29

30 **Section 17.7.**

31 Drivers required to report to meetings to discuss student discipline on their own time will be paid for all
32 time spent at their regular hourly wage, except as provided in Section 7.8 and only if applicable.
33

34 **Section 17.8. Travel/Meals.**

35 All PSE employees will be reimbursed, when applicable or prior approved, based on the OSPI per
36 County meal rates as established by October 1 of each year. Itemized receipts must accompany all such
37 requests. Any variance from the above amounts must be approved by the Superintendent or his designee.
38 Mileage will be reimbursed at the State rate.
39

40 **Section 17.9.**

41 A salary bonus of two percent (2%) shall be added to the wage of those employees with a job related
42 AA degree. Exception: Unless the AA is a requirement of the job.
43

44 **Section 17.10.**

45 A salary bonus of four percent (4%) shall be added to the wage of those employees with a specific job
46 related BA/BS degree. Exception: Unless the BA/BS is a requirement of the job.
47
48

1 **Section 17.11.**

2 Mechanics will be required to supply all general daily operation tools. The District will supply all
3 school bus/shop specific tools.

4
5 **Section 17.12.**

6 Food service employees will work one (1) day prior to the first day of school and the last day of school.
7

8
9 **ARTICLE XVIII**

10
11 **TERM**

12
13 **Section 18.1.**

14 The term of this Agreement shall be September 1, 2011 to August 31, 2014.
15

16 **Section 18.2.**

17 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
18 its execution date, except as provided in the following section.
19

20 **Section 18.3.**

21 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
22 parties in writing; provided, however, that the Agreement shall be reopened annually to renegotiate
23 Schedule A and insurance herein and to consider the impact of any legislation enacted following
24 execution of this Agreement which may arguably affect the Terms and Conditions herein or create
25 authority to alter personnel practices in public employment.
26

27 **Section 18.4.**

28 It is mutually agreed that in the event the legislature appropriates funds for the purpose of increasing the
29 employee's salary during the period of this contract, the salary which is otherwise provided for herein
30 shall be increased by the legislatively approved C.O.L.A. for each bargaining unit member, subject to the
31 receipt of such funds by the District and in compliance with such distribution guidelines as may be
32 adopted by the State Superintendent of Public Instruction.
33
34

35
36 **ARTICLE XIX**

37
38 **STAFF DEVELOPMENT**

39 **Section 19.1.**

40 As funds are available, the District will provide approved, job-related staff development and training for
41 employees.
42
43
44
45
46
47
48

**SCHEDULE A – PART I
QUINCY SCHOOL DISTRICT
SEPTEMBER 1, 2011 - AUGUST 31, 2012**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

<u>Classification</u>	<u>Steps 1-3</u>	<u>Steps 4-6</u>	<u>Steps 7-8</u>	<u>Steps 9+</u>
<u>MAINTENANCE/GROUNDS</u>				
Grounds Maintenance	\$16.40	\$16.73	\$17.12	\$17.45
Maintenance	18.78	19.07	19.43	19.75
<u>CUSTODIAL</u>				
Custodians	\$15.48	\$15.77	\$16.14	\$16.47
<u>When working in the defined specialty areas, employees shall receive the following:</u>				
Certified Asbestos Lead Worker	Regular wage plus \$1.50 per hour			
Certified Asbestos Worker	Regular wage plus \$1.00 per hour			
Lead Painter	Regular wage plus \$1.00 per hour			
Licensed Pesticide Applicator	Regular wage plus \$1.00 per hour			
<u>TRANSPORTATION</u>				
Bus Driver	\$16.03	\$16.38	\$16.68	\$17.04
Lead Mechanic	20.42	20.77	21.11	21.49
Mechanic	19.42	19.75	20.07	20.43
Transportation Specialist	18.40	18.77	19.14	19.52
<u>FOOD SERVICE</u>				
Kitchen Manager	\$14.52	\$14.85	\$15.19	\$15.56
Head Cook	14.00	14.31	14.67	15.02
Assistant Cook	13.54	13.86	14.20	14.52
Helper	12.72	13.09	13.38	13.70
Transportation Helper	12.86	13.16	13.51	13.86
<u>MIGRANT HOME VISITOR</u>				
	\$13.79	\$14.14	\$14.49	\$14.84
<u>LIBRARY TECHNICIAN</u>				
	\$17.00	\$17.24	\$17.44	\$17.66
<u>PARAEDUCATOR</u>				
Sign Language Interpreter	\$19.82	\$20.14	\$20.47	\$20.81
Speech Language Pathology Assistant	19.82	20.14	20.47	20.81
Sign Language Interpreter w/certification	24.36	24.68	25.01	25.35
Visually Impaired w/certification	24.36	24.68	25.01	25.35
Visually Impaired w/o certification	19.82	20.14	20.47	20.81

1 PARAEDUCATOR

2 Step 1 \$12.80
3 Step 2 \$12.96
4 Step 3 \$13.09
5 Step 4 \$13.25
6 Step 5 \$13.42
7 Step 6 \$13.65
8 Step 7 \$13.81
9 Step 8 \$13.99
10 Step 9 \$14.26
11 Step 10 \$14.54

12
13
14
15 PARENT LIAISON

16 Step 1 \$13.80
17 Step 2 \$13.96
18 Step 3 \$14.09
19 Step 4 \$14.25
20 Step 5 \$14.42
21 Step 6 \$14.65
22 Step 7 \$14.81
23 Step 8 \$14.99
24 Step 9 \$15.26
25 Step 10 \$15.54

26
27
28
29 Substitutes will be paid @ 90% of Step 1

- 30
31 1. Steps on Schedule A columns refer to years of experience. Employees receive a year of
32 experience for working during a school year regardless of the number of hours worked.
33 2. Current employees on longevity shall continue as though NO changes were made. NO new
34 employees will move to the longevity schedule.
35
36
37
38
39
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

SCHEDULE A - PART II
QUINCY SCHOOL DISTRICT

The following longevity payments will be made to employees who qualify:

1. At the beginning of the fifteenth (15th) year of service and every year thereafter, the wages of each employee subject to this Agreement shall be increased by the equivalent of one (1) week's salary. The longevity payment shall be divided equally among the pay periods of the recipient's school year.
2. At the beginning of the twentieth (20th) year of service and every year thereafter, the wages of each employee subject to this Agreement shall be increased by the equivalent of one (1) additional week's salary. The longevity payment shall be divided equally among the pay periods of the recipient's school year.
3. At the beginning of the twenty-fifth (25th) year of service and every year thereafter, the wages of each employee subject to this Agreement shall be increased by the equivalent of one (1) additional week's salary. The longevity payment shall be divided equally among pay periods of the recipient's school year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

QUINCY CHAPTER

QUINCY SCHOOL DISTRICT #144-101

BY: Signed by
Connie Flippins, Chapter President

BY: Signed by
Burton Dickerson, Superintendent

DATE: January 24, 2012

DATE: January 24, 2012

COMPUTER USE POLICY

1
2
3
4
5 I will maintain the confidentiality of my user ID and password. I will not use another person's ID
6 and password to gain entry into the computer system or voice message system.

7
8 I will not create, seek observe, or use obscene, abusive, or offensive language and/or other
9 graphics. I will not use electronic email to harass or intimidate other employees.

10
11 I will respect other users and their rights.

12
13 I will abide by all copyright laws and licensing agreements. I will not knowingly violate the
14 Family Educational Rights and Privacy Act when generating an email.

15
16 I will not use the system for solicitation, advertisement, political, or commercial purposes.

17
18 The Quincy School District retains the right to review any material stored on the network, and after
19 following Just-Cause Procedures as described in Appendix O, may remove individual staff
20 documents which are deemed to be unlawful, obscene, abusive, or otherwise objectionable.

21
22 I will not intentionally damage computer hardware and peripherals. I will not intentionally
23 remove, alter, copy, or add unauthorized files and/or software. I will not intentionally add, remove
24 or alter any district computer hardware. I will not knowingly add any personal computer
25 equipment to district computers that has not been authorized.

26
27 I will not knowingly circumvent the network securities or internet filter to get to a website or
28 internet resource.

29
30 I will not intentionally attempt to access areas or activities for which I am not authorized. If
31 loopholes in computer security systems or knowledge of a special password are encountered, I will
32 not use them to damage computer systems, obtain extra resources, take resources from another
33 user, gain access to systems, or use system for which proper authorization has not been given, as
34 per RCW 9A.52.110, 9A.52.130, and 9A.48.100. Also, I will report loopholes to school
35 authorities.

36
37 The district networked computer system shall only be accessed for professional and educational
38 use, and not inappropriate personal use.

39
40 Violation of the above policy may result in discipline up to termination or prosecution according to
41 the RCW's.