



COLLECTIVE BARGAINING AGREEMENT BETWEEN

RICHLAND SCHOOL DISTRICT #400

AND

**RICHLAND MAINTENANCE, OPERATIONS &
TRANSPORTATION (MOT)**

SEPTEMBER 1, 2018 - AUGUST 31, 2021



Public School Employees of Washington/SEIU Local 1948

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

www.pseclassified.org

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF THE AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	3
ARTICLE III RIGHTS OF EMPLOYEES	4
ARTICLE IV RIGHTS OF THE ASSOCIATION	6
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	9
ARTICLE VI ASSOCIATION BUSINESS	9
ARTICLE VII HOURS OF WORK AND OVERTIME / PREMIUM RATES OF PAY	10
ARTICLE VIII HOLIDAYS	21
ARTICLE IX VACATION	22
ARTICLE X LEAVES	23
ARTICLE XI PROBATIONARY PERIODS, SENIORITY, AND LAYOFF PROCEDURES	27
ARTICLE XII TRANSFER OF PREVIOUS EXPERIENCE	30
ARTICLE XIII RETIREMENT	30
ARTICLE XIV INSURANCE	30
ARTICLE XV STAFF DEVELOPMENT / IN-SERVICE	32
ARTICLE XVI ASSOCIATION MEMBERSHIP, AND DUES DEDUCTION	32
ARTICLE XVII DISCIPLINE, DISCHARGE, AND EVALUATION OF EMPLOYEES	34
ARTICLE XVIII GRIEVANCE PROCEDURE	35
ARTICLE XIX SALARIES AND EMPLOYEE COMPENSATION	37
ARTICLE XX TERM AND SEPARABILITY OF PROVISIONS	39
SIGNATURE PAGE	40
SCHEDULE A 2016-2018	41
SCHEDULE A 2018-2019	43
SCHEDULE A 2019-2020	44
SCHEDULE A 2021-2022	45
ATTACHMENT A Trip Board Procedures	46
ATTACHMENT A Vacation Scheduling Process	47

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
49

P R E A M B L E

This Agreement is made and entered into between Richland School District Number 400 (hereinafter “District” or “Employer”) and the Public School Employees of Richland/MOT, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants made between the parties, the following are executed as a Collective Bargaining Agreement between the parties. Both parties agree to conduct themselves in a professional manner and treat each other with mutual respect.

ARTICLE I

RECOGNITION AND COVERAGE OF THE AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3 below, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable includes all classified employee in the following job classifications: Transportation, Grounds, Seasonal Grounds, Custodial, Warehouse, Security, and Laundry person, Light Delivery, Maintenance and Print Shop Assistant.

Excluded: Supervisors.

Section 1.4. Definitions.

The following definitions pertain to all R/MOT Classifications:

1. Workdays - defines the days included in the employee’s contract year.
2. Calendar Days - defines the universally recognized calendar of months and days.
3. Business Days - defines the days the RSD Administrative Offices are open for business.
4. Full-time Classified Employee - is one (1) who works on a twelve (12) month per year schedule.
5. Regular Classified Employee - is one (1) who fills a position requiring from nine (9) months up to but not including twelve (12) months service per year.
6. New Position - any position newly created within the bargaining unit and projected to be ninety-one (91) calendar days or more. All new positions must be posted.
7. Open Position/Job - any bargaining unit position/job vacated for more than ten (10) workdays.
8. Temporary Position - any bargaining unit position that is projected to continue for ninety (90) calendar days or less. Full-time, Regular or temporary classified employees can fill these positions.

- 1 9. Replacement Employee - is an employee who fills a position created by an employee on a leave
 2 of absence:
- 3 A. Newly Hired Replacement employees shall earn benefits; current employees in
 4 replacement positions shall retain benefits.
 - 5 B. Current employees who apply for and take Replacement Positions will be given priority
 6 over outside candidates and junior employees when the move would result in an
 7 increase of hours, wages or both.
 - 8 C. Current employees who apply for Replacement Positions will be returned to their
 9 previously held position.
 - 10 D. Seniority will be applied to the newly hired replacement employee.
 - 11 E. A newly hired replacement employee will not be allowed to transfer during the duration
 12 of their time as a replacement employee.
- 13 10. Substitute Classified Employee - is one who is employed sporadically to fill a position of a full-
 14 time, regular, or temporary classified employee in an existing position. The substitute employee
 15 will not receive benefits. Substitutes working thirty (30) cumulative workdays or more will
 16 receive the probationary rate as shown on Schedule A and shall receive no other benefits
 17 (WAC 391-35-351).
- 18 A. A substitute who subs for thirty (30) cumulative workdays in multiple locations or
 19 assignments will be eligible for the probationary rate. This would include, for example,
 20 a custodian who subs at multiple buildings during the period or a substitute driver who
 21 subs for different drivers on different routes.
 - 22 B. Substitutes will be paid at the probationary rate after completion of the thirty (30)
 23 cumulative workdays.
 - 24 C. Once a substitute reaches the thirty (30) cumulative workdays, they will continue to be
 25 paid at the probationary rate of pay for all days subbed from that point on. Substitutes
 26 will not have to re-establish the thirty (30) cumulative workday period after any period
 27 of inactivity if they continue to remain eligible to work. This will also carry over to the
 28 next school year.
- 29 11. Seasonal Grounds Employee: An employee who is employed from April 1 through September
 30 30 annually. This position is considered a full-time, forty (40) hour per week employee during
 31 the April 1 through September 30 time-period. No work will be assigned between October 1
 32 and March 31 annually.
- 33 A. Seasonal Grounds employees have no contractual right to transfer to any other MOT
 34 classification/position. It is understood that Seasonal Grounds employees have to apply for
 35 other positions within the MOT Association just like outside-of-unit candidates. Seniority
 36 for Seasonal Grounds employee(s) is specific to seniority earned as a Seasonal Grounds
 37 employee and is only within the Seasonal Grounds classification and cannot be used to
 38 transfer into any other within the MOT bargaining unit classification.
 - 39 B. Seasonal Grounds employees have “right of first refusal” for the following school year. A
 40 “Notice of Reasonable Assurance” prior to the end of work on September 30 will be issued
 41 to inform the Seasonal Grounds employee that a position will be available beginning on
 42 April 1 of the following year. Notification (in writing) must be given to the District no later
 43 than March 1 if the Seasonal Grounds employee plans to return to work the following year.
 44 The District is under no duty to notify Seasonal Grounds employees of this requirement. If
 45 the District does not receive written notification by March 1, it will post for the position as
 46 per the collective bargaining agreement; at which time regular MOT employees may apply.
 - 47 C. Holiday Pay will be paid on holidays that fall between April 1 and September 30. Holiday
 48 Pay will not be paid for holidays that fall between October 1 and March 31.

- 1 D. Seasonal Grounds employees will accrue one (1) day per month of paid time off. This time
2 can be used as sick leave or personal leave. Any unused leave (to a maximum of six (6) days
3 per year) may be cashed out at fifty percent (50%) after work ends on September 30.
4 Seasonal Grounds employees cannot carry over a leave balance to the next year.
- 5 E. Seasonal Grounds employees are exempt from Article XIV with the exception of Section
6 14.5. (State Industrial Insurance) and Section 14.7. (Worker’s Compensation) of the
7 Collective Bargaining Agreement.
- 8 F. Seasonal Grounds employees who apply for and are hired into permanent, non-seasonal
9 positions within MOT will permanently vacate their Seasonal Grounds position without
10 contractual recourse to return.
- 11 G. Should a regular MOT employee (permanent, non-seasonal) apply for and accept a Seasonal
12 Grounds position, that regular MOT employee’s MOT seniority will end and they will start
13 accruing seniority within the Seasonal Grounds classification subject to Section 1.4 #11-A
14 above.
- 15 H. Should the District reduce hours or eliminate positions within the Grounds Department, it is
16 understood that Seasonal Grounds employees/positions will be the first employees to have
17 their hours reduced and or position eliminated. In the event of layoff, no Seasonal Grounds
18 employee, regardless of seniority, will remain on active duty at the expense of a permanent,
19 full-time Grounds employee.
- 20 I. Seasonal Grounds Employees are not eligible for Utility wages.
- 21 J. Seasonal Grounds Employees are exempt from Section 7.8. (Overtime Assignments). All
22 overtime is to be offered to non-seasonal Grounds employees prior. If Non-Seasonal Ground
23 employees are unavailable, Seasonal Ground Employees may elect for overtime.
- 24 K. The following Articles and Sections of the Collective Bargaining Agreement do not apply:
25 a. Section 7.2.2 (Summer Schedule)
26 b. Article IX (Vacation) except for what is noted above.
27 c. All Sections of Article X (Leaves) except for what is noted above and in Section 10.2,
28 10.9, and 10.12.
29 d. Section 11.1.3 and 11.1.4 (Trial period) – see “6 above
30 e. Article XIV (Insurance) – see “5” above
31 f. Section 15.2 (Cross Training)
32 g. Section 19.7.3 (Clothing Allowance)
- 33
34
35
36
37
38
39
40

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

41 It is agreed that the customary and usual rights, powers, functions, and authority of management are
42 vested in management officials of the District and its delegated representatives. Included in these rights
43 in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is
44 the right to hire, promote, demote, retain, transfer, and assign employees in positions; the right to
45 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
46 release employees from duties because of lack of work or for other legitimate reasons. The District
47 shall retain the right to maintain efficiency of the District operation by determining the methods, the
48 means, and the personnel by which operations undertaken by the employees in the unit are to be
49 conducted.

1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
3 District. All rules and regulations relating to personnel policies, procedures, and practices, and matters
4 of working conditions shall be in accord with this Agreement, State Law and Federal Law.
5

6 **Section 2.3.**

7 The parties agree that during the term of this Contract, there shall be no strike or other economic action
8 by the Association and there shall be no lockout or other economic action by the District. In case of an
9 impending statewide work stoppage, the Association and the District will meet to consider modifying
10 the employee work calendar.
11
12
13

14 **ARTICLE III**

15 **RIGHTS OF EMPLOYEES**

16
17
18 **Section 3.1.**

19 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
20 exercise of the rights, freely and without fear of penalty or reprisal, to join and assist the Association.
21 The District and the Association will not, directly or indirectly, interfere with, restrain, coerce, or
22 discriminate against any employee in the exercise of these rights. It is further agreed that the focus of
23 employment shall be directed towards supporting classroom teachers, properly maintaining facilities,
24 and improving operational efficiencies.
25

26 **Section 3.2.**

27 Each employee shall have the right to bring matters of concern of the membership to the attention of
28 appropriate Association representatives and/or appropriate officials of the District.
29

30 **Section 3.3.**

31 Employees subject to this Agreement have the right to have Association representatives or other
32 persons present at discussions between themselves and the supervisors or other representatives of the
33 District as hereinafter provided.
34

35 **Section 3.4.**

36 The District and Association support equal opportunity and treatment for all employees without
37 discrimination based on race, religion, creed, national origin, age, honorably-discharged veteran or
38 military status, sex, sexual orientation, gender expression or identity, marital status, the presence of
39 any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a
40 person with a disability This policy shall be in accordance with State and Federal Statute as amended,
41 and rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act.
42

43 **Section 3.5.**

44 There shall be one (1) official personnel file for each employee and it will be kept in the District
45 Human Resource Office. Each employee shall have the right to see material placed in his/her personnel
46 file, provided the request is made at the District Human Resource Office during normal working hours.
47 Derogatory material contained in the personnel file shall be removed, upon request, two (2) years after
48 its placement in the file, provided there are no related violations. If it is determined that an employee
49 committed sexual misconduct, verbal abuse and/or physical abuse (as defined per RCW.28A 400.301

1 Section 9) against an employee or student and the employee is not terminated, the codified corrective
2 action will be retained for three (3) years after its placement in the file, provided there are no related
3 violations. The employee shall have the right to respond, in writing, to any materials in the file, and
4 such response shall become part of the file. There shall be only one (1) immediate supervisor working
5 file.

6
7 **Section 3.5.1. Derogatory Material.**

8 Any derogatory material not shown to an employee within ten (10) workdays of receipt or
9 composition of such material will not be used to discipline or discharge an employee. The ten
10 (10) days will not be enforced in the case of investigatory materials. No evaluation,
11 correspondence, other documents or material which makes derogatory reference to an
12 employee in either character or manner will be kept or become part of the personnel file
13 without the employee's knowledge. An employee will be allowed to attach his/her own
14 comments which will then become part of the file. All such materials shall be signed or
15 initialed by the employee as acknowledging receipt.

16
17 Any existing supervisory file and/or working file will be purged annually, in conjunction with
18 the annual performance review. The supervisory file will only be passed on to an official or
19 maintained beyond one (1) year in the case of on-going investigatory issues. Upon the
20 termination or resignation of a supervisor, existing supervisory files may be reviewed with the
21 employee. Employees shall be informed of the existence of supervisory working files.

22
23 **Section 3.5.2. Americans With Disabilities Act.**

24 The District will comply with the Americans with Disabilities Act (ADA) as adopted on July
25 26, 1992 and any subsequent amendments.

26
27 **Section 3.6.**

28 Each employee retains the right to delegate any right or duty contained in this Agreement, exclusive of
29 compensation for services rendered, to appropriate officials of the Association, or to the Public School
30 Employees of Washington/SEIU Local 1948.

31
32 **Section 3.7.**

33 The District shall provide a general orientation of new employees within the first month of
34 employment. The Support Services Department shall provide quarterly orientation meetings each year
35 for building, site, and department specific information. An Association Officer shall be provided the
36 opportunity to attend the Support Services orientation meetings and be given an appropriate amount of
37 time to inform new employees of contractual issues. Orientation shall include information and/or
38 training on the following:

- 39
40
41
42
43
44
1. Job description, applicable matrix, check-in protocol and Handbook if any.
 2. Discussion of pay scale/including employees expected rate.
 3. Explanation of Insurance, Retirement, Vacation, and leave benefits.
 4. Blood borne pathogens, appropriate equipment, and chemical safety information as available.

45
46 **Section 3.7.1.**

47 The District agrees to designate the administrator responsible for employee safety. The
48 Association shall be entitled to appoint Association members to safety committees in
49 accordance with L&I standards.

1 **Section 3.7.2. New Custodian Training Program.**

- 2 A. In addition to job orientation training, custodial substitutes will be assigned to share two
3 (2) runs with a trainer for their first eight (8) hour shift at each level (Elementary,
4 Middle School, High School).
5 B. Custodians providing the first 8 hours of training will be paid as lead swing custodians
6 an additional one dollar (\$1.00) during the training.
7 C. Trainers shall recommend the “pass or fail” of all substitutes they train to the
8 appropriate management officials.
9 D. Trainers shall be provided all necessary documents to insure the appropriate training of
10 substitutes in their charge.
11 E. Trainers shall be assigned by seniority within each High School, Middle School and
12 Elementary School with two (2) full-time swing positions.
13

14 **Section 3.8. Staff Protection.**

15 The District shall support any employee in seeking legal redress for violations of the law committed by
16 students or members of the public who verbally or physically abuse the employee while she/he is
17 performing duties for the District. Such support shall be evidenced through aiding the employee in
18 obtaining the services of the county prosecutor for purposes of processing a case. The employee using
19 the services of private attorneys will cover his/her own obligations for fees or costs incurred for the use
20 of such services or as the court may direct otherwise.
21

22 **Section 3.9.**

23 All bargaining unit members are advised that their behavior and conduct while on duty shall be subject
24 to monitoring by supervisory personnel.

- 25 1. Surveillance cameras are intended as a security device for the Richland School District to deter
26 potential malicious activities in and around the school district property.
27 2. Employees who may be required to view videotapes at the request of supervisory personnel
28 shall be compensated at the normal hourly rate.
29 3. No employee shall be negatively impacted due to the use of video cameras. Only criminal
30 misconduct as referenced in RCW 28A.400.320 (Crimes against Children) or any felony
31 offense observed on videotape shall be subject to formal action, all other issues shall be
32 addressed in accordance with #4 of this document.
33 4. Employees may be subjected to disciplinary action if they are observed during their work shift
34 to be doing something inappropriate or that is in direct violation of school district policy. Any
35 behavior that may be observed on a recording, that may be inappropriate or may violate policy,
36 will be addressed accordance with procedures outlined in the CBA.
37 5. Video recordings obtained through use of District equipment are the property of the Richland
38 School District and shall not be removed from the District without the express authorization
39 from the Executive Director of Support Services.
40
41
42

43 **ARTICLE IV**

44 **RIGHTS OF THE ASSOCIATION**

45 **Section 4.1.**

46 The Association has the right and responsibility to represent the interests of all employees in the unit,
47 to represent its views to the District on matters of concern and enter into collective negotiations with
48
49

1 the object of reaching an agreement applicable to all employees within the bargaining unit. The
2 Association shall be consulted with respect to the manner and method of any reduction in force
3 because of lack of work or other legitimate reason. Employee relations matters which affect the
4 bargaining unit as a whole shall be channeled through the Association President. (Such as job postings,
5 notification of new hires, dues sheets, etc.)
6

7 **Section 4.2. New Hire Orientation.**

8 The District shall provide each new employee with a copy of this Agreement. The District will provide
9 an opportunity for a PSE representative to be included in any general orientation meeting for new
10 employees. In case there is no District orientation meeting, the District shall provide the Association a
11 paid thirty-minute (30) meeting for all new hires during the bargaining unit employees' work time
12 within one (1) week of their hire date. The Union President or designee shall be granted paid release
13 time to conduct this meeting; this time shall not count toward the release time outlined in Article IV,
14 Section 4.2.1 and 4.5.
15

16 **Section 4.3.**

17 The Association shall be promptly notified by the District of any grievances or disciplinary action of
18 any employee in the unit in accordance with the provisions of Discharge and Grievance procedure
19 Articles contained herein. The Association is entitled to have observers at discipline hearings and
20 formal proceedings involving both parties and make known the Association views concerning the case.
21

22 **Section 4.4. Member Information.**

- 23 1. The Association Officers will have access to relevant information, in the exercise of their
24 representational duties, upon request at the District business offices during regular business
25 hours in accordance with State and Federal laws and regulations.
- 26 2. The District will notify PSE of Washington and the Chapter President and the Membership
27 Officer electronically of all new hires within ten (10) workdays of the hire date. Information
28 provided will include: name, position, work location, home address, Hourly rate, hours
29 contracted during the work year, and hire date.
- 30 3. Personnel updates (Board reports) of new hires, terminations, etc. will be reported
31 electronically to the Chapter President, Chapter Membership Officer and to the PSE state
32 membership department.
- 33 4. The District will supply an electronic file listing all bargaining unit employees with the above-
34 listed information in Section 4.3 #4 to PSE of Washington upon request, provided that such
35 lists are not requested more than four (4) times each calendar year.
36

37 **Section 4.4.1. Seniority List.**

38 Seniority lists for each job classification will be updated by November 1 of each year and
39 posted in each worksite. A copy of the list will be provided to the Association President prior to
40 final distribution. The Association and District shall have twenty (20) workdays to reconcile
41 any errors on the Seniority List.
42

43 **Section 4.5.**

44 The Association reserves and retains the right to delegate any right or duty contained herein to
45 appropriate officials of the Public School Employees of Washington/SEIU Local 1948.
46

47 **Section 4.6.**

48 The Association shall be entitled to use, when available, the following District equipment for
49 Association Business: copiers, email, fax machines and computers. The Association shall pay the cost

1 of any consumable materials including paper, toner, etc. The Association will be required to follow the
2 appropriate District policies in effect when using any District equipment. The Association will be
3 allowed to use the in-district mail service, electronic mail or other communication service used to
4 communicate with classified employees.

5
6 **Section 4.7.**

7 The District will provide the Association President or their designee, each month, a current list of
8 temporary positions and hours worked.

9
10 **Section 4.8. PSE Field Staff.**

11 The PSE field staff, upon making their presence known to the District, shall have access to the District
12 premises during business hours, provided, that no conference or meetings between employees and PSE
13 Field Staff will in any way hamper or obstruct the normal flow of work during the employees work
14 time.

15
16 **Section 4.9. Bulletin Boards.**

17 The District shall provide bulletin board space in each building for the use of the Association. The
18 bulletins posted by the Association are the responsibility of the officials of the Association. Each
19 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
20 bulletins may not be posted. There shall be no other distribution or posting by employees or the
21 Association other than herein provided and provided in Section 4.5. The responsibility for the prompt
22 removal of notices from the bulletin boards after they have served their purpose shall rest with the
23 individual who posted such notices.

24
25 **Section 4.9.1.**

26 The district administrative offices are designed as the official job-posting center. During the
27 summer months, job announcements shall be posted for no less than two (2) weeks to allow
28 ample opportunity for all employees to review these postings. The district job website address
29 shall be posted on all official bulletin boards.

30
31 For the purposes of this section only, with regard to position postings -- summer months are
32 defined as: The first (1st) Monday after the release of school to one (1) week prior to the first
33 (1st) official day of school.

34
35 **Section 4.10. Meeting Sites.**

36 The Association shall be allowed to use District buildings for Association meetings with the approval
37 of the Facilities Coordinator.

38
39 **Section 4.11.**

40 All written communication intended to inform bargaining unit employees of employment issues or
41 changes shall be typed, dated and the author shall be identified.

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 V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that appropriate matters for consultation and negotiation are grievance procedures, wages, hours, and working conditions.

Section 5.2.

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

Section 5.3.

In the event that a new job category is established, the wage rate shall be negotiated with the Association before it is established. In the event that good faith negotiations result in impasse for the new job, the District will implement the proposed wage rate.

Section 5.4.

The District shall provide copies of the draft school calendar to the Association President prior to any implementation, and bargain the impact on employee work schedules, upon request.

ARTICLE VI

ASSOCIATION BUSINESS

Section 6.1.

The Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The purpose of this committee is to mutually discuss and resolve appropriate matters. The committee shall consist of the Association President and three (3) members chosen by the Association, and the Executive Director of Support Services and three (3) management representatives chosen by the District. These committee meetings will be held at a mutually agreed upon time.

Section 6.2.

Association representatives will be allowed sufficient time during work hours to discuss with employees grievances and appropriate matters directly related to working situations in their area or craft. Association representatives will guard against the use of excessive time in the handling of such matters.

Section 6.2.1.

The Association agrees to provide a current list of Association Officers and Trustees to the Human Resource Executive Director and the Executive Director of Support Services.

Section 6.3.

Association representatives may receive and investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and

1 applicable regulations or directives for resolving the grievances or complaints. The Association may
2 consult with the District on complaints without a grievance being made by an individual employee, and
3 may pursue the matter to conclusion.

4
5 **Section 6.4.**

6 When formal meetings/negotiations are held between the District and the Association, each party shall
7 be responsible for preparing its own minutes, unless the parties mutually agree to utilize a shared note
8 taker. In the event the parties agree on a shared note taker, the notes shall not be considered “official”
9 until both parties have reviewed, modified as appropriate, and signed the draft.

10
11 **Section 6.5.**

12 Association representatives shall be granted time off, paid for by the Association, to attend the State
13 Seminar held annually by the Public School Employees of Washington/SEIU Local 1948, PSE
14 Legislative Conference, and Leadership Training. Such time off without loss of pay shall be limited to
15 a bargaining unit total of thirty-two (32) hours annually, or eight (8) hours per twenty-five (25)
16 employees. The District will not be responsible for any other cost associated with the PSE State
17 Seminar. Employees shall give advance written notice.

18
19 **Section 6.6.**

20 Association representatives, when leaving their work for association business, must first obtain
21 permission from their immediate supervisor. The representative will report their return to work to their
22 immediate supervisor.

23
24 **Section 6.7.**

25 All board policy manuals and updates shall be provided to the Association President in a timely
26 manner.

27
28
29
30 **ARTICLE VII**

31
32 **HOURS OF WORK AND OVERTIME / PREMIUM RATES OF PAY**

33
34 **Section 7.1.**

35 Eight (8) working hours, exclusive of lunch, shall constitute a day’s work. Five (5) consecutive days,
36 Monday through Friday, shall constitute a week’s work. All hours worked in excess of forty (40) hours
37 in one (1) workweek, shall be overtime and shall be compensated at the rate of one and one-half (1½)
38 times the regular rate. Employees will not be assigned to a work schedule that flexes their daily hours
39 worked in a day for the purpose of circumventing overtime hours’ accrual. Compensatory time off with
40 pay in lieu of overtime pay may be granted if the employee so requests. Holidays and approved
41 vacation/personal leave are considered hours worked for the accrual of overtime purposes.

42 Maintenance staff under the direction of the Director of Facilities and Operations can request an
43 alternate shift of four (4) ten (10) hour workdays, with Director of Facilities and Operations approval.
44 Shifts will be scheduled to provide craft coverage both Mondays and Fridays.

45
46 **Section 7.1.1.**

47 The employer reserves the right after the ratification date of this Agreement to hire new
48 employees for non-standard workweeks where appropriate because of the nature of the work.

1 **Section 7.1.2.**

2 Security Staff may be requested to work a flex schedule to cover after school events at their
3 site. With a minimum of two (2) week advanced notice, Security Staff may flex/move up to two
4 (2) hours per day to cover school events at their site that occur outside of the regular school
5 hours. This is not intended to circumvent overtime.

6
7 *(Site Administrators will provide a quarterly calendar of events that may fit the above criteria.)*
8

9 **Section 7.2.**

10 An employee’s work shift and/or workweek shall not be changed without prior notice to the employee
11 of two (2) calendar weeks, except in cases of emergency. If possible, such changes will be
12 accomplished with volunteers. In the event that no qualified volunteer is available or more than one (1)
13 employee volunteers, shift assignment shall be accomplished by seniority bidding. Employees must
14 meet the minimum qualification and performance standards required to complete the assigned tasks.
15

16 **Section 7.2.1.**

17 On days when students are not in attendance, and with the prior approval of the Supervisor, an
18 evening shift employee may work the day shift hours.
19

20 **Section 7.2.1.1.**

21 The District may require an evening shift employee to work the day shift hours on days
22 when students are not in attendance and in order to accommodate last minute changes to
23 activity schedules. In the event an evening shift employee does not volunteer to work
24 the day shift, the least senior evening shift employee may be assigned the work.
25

26 **Section 7.2.2. Summer Schedule.**

27 Employees of Richland MOT, and seasonal employees, may opt for an alternative workweek
28 beginning the Monday after the last School day in June and will begin transitioning back to
29 regular shifts, based on building needs, the first full week before school starts in August.
30 Employees will submit their choice no later than May 1st of each year. Said schedule will be
31 agreed upon with the Director of Facilities and Operations no later than May 15th of each year.
32 Alternative work schedule may include the following:

- 33 A. Four (4) ten (10) hour workdays, staggered to cover a five (5) day work week.
- 34 B. Early starting times to enable an early end to the individual shifts.
- 35 C. An extended workday for four (4) days per week to enable a half-day schedule for
36 each Friday.
- 37 D. Or any other alternative schedule agreed to by the Immediate Supervisor and the
38 employee.
39

40 Vacation and Leave banks will be charged accordingly to the shift worked. Building custodial
41 teams will select their summer schedule and everyone on the building team will work the same
42 shift. If the building teams cannot reach a decision then the default summer schedule is the
43 regular, Monday through Friday, eight (8) hour shift. No other shift configurations will be
44 considered.
45

46 **Section 7.3.**

47 Rest periods of fifteen (15) uninterrupted minutes, with pay, shall be granted for each four (4) hours of
48 working time. Rest periods shall be scheduled at the midpoint of each four (4) hours of work time and

1 will not be taken at the end of the shift or combined with the lunch period without prior approval of the
2 immediate supervisor.

3
4 **Section 7.4.**

5 Meal periods shall be thirty (30) uninterrupted minutes, without pay, established near the midpoint of
6 the employee's work shift. In the event that the employee is required by his/her immediate supervisor
7 or building administrator to remain on duty during the meal period, and is therefore required to forego
8 the meal period, or any portion thereof, the employee shall be compensated for the foregone meal
9 period, or portion thereof, at the appropriate rate. In the event that the employee and the supervisor
10 mutually agree, the regular meal period will be taken at another time during the shift, without
11 compensation, or, only at the option of the employee and with the approval of the supervisor, the
12 employee may leave the work site early to compensate for the lost meal period.

13
14 **Section 7.4.1.**

15 A maximum of fifteen (15) minutes shall be allowed at the end of each shift for cleanup. Bus
16 driver clean-up is defined in the transportation section of this Agreement.

17
18 **Section 7.5.**

19 All hours worked on the sixth (6th) consecutive day (the first (1st) day of rest) shall be compensated at
20 the rate of one and one-half (1½) times the employee's regular rate of pay. All hours worked on the
21 seventh (7th) consecutive day (the second day of rest) shall be compensated at the rate of two (2) times
22 the employee's regular rate of pay. Transportation employees shall be compensated as noted below for
23 work performed on the sixth (6th) or seventh (7th) day.

24
25 **Section 7.5.1.**

26 Transportation employees shall be paid overtime in accordance with Section 7.1. Drivers shall
27 receive one and one-half (1 ½) times their regular rate of pay for all hours worked on their six
28 (6) or seventh (7) consecutive workday without consideration of the forty (40) hour workweek
29 threshold in Section 7.1. Compensatory time may be accrued in accordance to Section 7.8 (D).

30
31 **Section 7.6.**

32 All hours worked on a holiday as provided hereinafter shall be compensated at the rate of two (2) times
33 the employee's regular rate of pay.

34
35 **Section 7.6.1.**

36 The District shall make every effort not to book evening activities on the days identified below.
37 However, in the event that evening activities are booked on those days, employees will be
38 given the option of workdays or taking an authorized leave. If no employee opts to work these
39 evening activities, the District may make alternative arrangements, including the use of
40 substitutes:

- 41 A. Thanksgiving Eve (early release)
42 B. Christmas Eve (non-school day)
43 C. New Year's Eve (non-school day)
44

45 **Section 7.7.**

46 Call-back time shall not be less than two (2) hours and shall be compensated at the appropriate rate of
47 pay.

1 **Section 7.7.1. On Call or Availability Pay.**

2 Any employee who is required to be on call (to carry a District pager or cell phone and who is
3 required to restrict their personal activities in order to be available to respond to calls) before or
4 after the employees normal work shift shall be compensated at a rate of one dollar and fifty
5 cents (\$1.50) per hour. Compensation shall begin after the last hour of the normal work shift.
6 An employee required to be on call must be available to respond to call-outs immediately.
7 When the employee responds to any call out, compensation shall be in accordance with Section
8 7.7. Any employee who does not respond shall forfeit on call/availability pay for that period.

9
10 The distribution of on call/availability pay shall be equal among the employees in the
11 classification requiring on call/available employees. In the case of an emergency, the
12 immediate supervisor may assign the work.

13
14 **Section 7.8. Overtime Assignments.**

15 The District will authorize and approve overtime as and when needed. Site/Classification Overtime
16 Boards (See Sections 7.5.1 & 7.15 (Trip Board) for Transportation O/T Process):

17
18 Overtime Boards shall be established at the beginning of each year (September), as follows:

- 19
20 1. Custodial – at each job site
21 2. Warehouse (including light delivery) – classification
22 3. Transportation – job site/classification
23 4. Grounds – classification
24 5. Maintenance – classification, as appropriate
25 6. Security – site, then Rivers Edge, then Classification
26 7. Print Shop – classification
- 27 A. Accumulated Overtime hours will not carry over each year; boards will run from
28 September 1 through August 31 of each year.
 - 29 B. All available overtime shall be posted and recorded, in advance, on the appropriate
30 overtime board for each classification or at each work site.
 - 31 C. Overtime shall initially be distributed by seniority at each site/classification.
 - 32 D. After the initial overtime board set up and distribution based on seniority - overtime
33 shall then be distributed among employees at each job site or classification, according to
34 the employee with the lowest number of accumulated overtime hours, as defined in
35 Section 1.4., and provided that the employee is available and qualified to accomplish
36 the required work.
 - 37 E. The supervisor, with assistance from the building foreman, will make a reasonable
38 effort to notify the next eligible employee(s) of available overtime assignments as soon
39 as possible after the need for overtime is known.
 - 40 F. The supervisor with assistance from the building foreman, will record and make
41 available for inspection, at each site/classification overtime board, all overtime hours
42 available and all overtime hours (actual) worked by the employees listed on that
43 site/classification overtime board.
 - 44 G. Employees are not responsible for the upkeep of the overtime boards. However,
45 building Foreman shall assist the supervisor in the maintenance and upkeep of said
46 boards
 - 47 H. Employees may refuse an overtime assignment; however, those refused hours shall be
48 calculated in the total accumulation of overtime hours.

- 1 I. In the event an employee refuses overtime, those hours shall be offered to the next
2 eligible employee. The process shall be repeated until the overtime is assigned.
- 3 J. If there is no employee who voluntarily accepts the overtime, management may assign
4 such work to the employee with the least O/T hours worked (excluding refused O/T) at
5 the site, or within the classification.
- 6 K. Employees will not be eligible for overtime that occurs during time taken as vacation.
7 However, any hours that may be available shall not be counted as refused, and shall be
8 offered to the next employee on the overtime board.
- 9 L. Employees who call in sick on Fridays shall not be eligible for scheduled weekend
10 overtime work.
- 11 M. In the event of an emergency requiring immediate attention, the provisions of Section
12 7.8 may be set aside to address the situation.
- 13 N. Employees may not perform overtime tasks without appropriate authorization; however,
14 employees will not be denied appropriate payment when the task requiring overtime
15 was unavoidable and prior authorization could not be obtained. [Intent – those
16 employees who may have to “work” extra time — because a function ran long]
- 17 O. Compensatory time shall be administered per FLSA, including the approval of the
18 employee’s supervisor.
- 19 P. Employees may accrue and maintain up to a maximum of one (1) contracted workweek
20 of compensatory time during their contracted work year.

21
22 **Section 7.8.1. Non-site Classification Overtime List.**

- 23 A. In the event that no employee at the site or within the classification accepts the
24 overtime, Management may offer the available time to bargaining unit employees in
25 accordance with seniority, availability, and qualifications.
- 26 B. Management shall establish, twice (2) a year (September and March), a non-
27 site/classification overtime list.
- 28 C. Employees, who refuse O/T three (3) consecutive times, shall be removed from the list
29 until the next available sign up time. (Reasonable efforts shall be made to reach
30 employees, however, a no contact is not to be considered a refusal or a bypass.)
- 31 D. Those employees desiring to be considered for the non-site/classification overtime list
32 must place their name on the list no later than November and March of each year.
- 33 E. The parties agree to meet periodically throughout the program to monitor the progress.

34
35 **Section 7.9.**

36 Any employee temporarily transferred to a higher paying job classification or assigned to perform the
37 duties of a higher paying job classification shall receive the higher rate of pay commencing with the
38 first day of such an assignment.

39
40 **Section 7.9.1. Temporary Assignment.**

41 Any employee who is temporarily assigned to duties of a lower classification will not suffer a
42 loss in wages or hours for the duration of the assignment.

43
44 **Section 7.9.2.**

45 Temporary night leads will be filled by a worker at the school site, by seniority on the shift
46 involved. Any substitutes will be used to fill the position vacated by the employee temporarily
47 filling the lead position.

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
49

Section 7.10.

Employees shall receive an additional five dollars (\$5.00) per hour while working at unusually high places (at heights greater than thirty (30) feet), such as stadium lights and flagpoles or unusually hazardous locations such as on temporary scaffolding. Such payment shall be applicable to the employee operating at these heights and to the spotter located on the ground. This premium shall also apply to employees performing duties in confined spaces according to the strict definition of same found in WAC 296-809.

Section 7.11. Jurisdiction of Work.

The Association supports the use of volunteers and volunteer organizations for extraordinary projects approved in advance by the Association. The District will give the Association President at fifteen (15) workdays’ advance notice of its intent to perform bargaining unit work, and bargain at the request of the Association. All requests turned in late with the exception of the state playoff tournaments will be denied.

All capital projects to be completed by PTA/PTO, volunteer organizations and Booster Club shall be submitted in writing on the Project Plan Form to the Association President or his/her designee. The District will meet with the Association President and or his/her designee and walk through or discuss the plan. The District will complete a Project Plan which will include a more detailed scope of work so that District craftwork can be easily identified. If there are any substantive changes to the Project Plan from prior to submittal to the School Board, the Association President and or his/her designee will be notified and will have the opportunity to deny the work.

The District agrees that all PTA/PTO volunteer organizations and Booster Club projects that require craftwork shall be done by members of Richland MOT. This does not include City of Richland or other power provider’s power distribution lines to a school district service or capital projects such as new construction, new portable classrooms, large renovations or replacement of school facilities. Through the PSE agreement and after consultation the members of Richland MOT may authorize this work to be completed by others. However, nothing in this Section shall override the requirements of Prevailing Wage laws which may prohibit employees from working on any portion of volunteer projects.

Section 7.11.1.

Work within each general job classification shall be limited to same.

Section 7.11.2.

The District shall provide a timely list of contract work being performed in the unit.

Section 7.12. Inclement Weather Closure.

In the event of an unusual closure due to inclement weather, plant in operation, or the like, the District will make every effort through local radio and telephone announcements, text messaging, and when possible, telephone calls, to notify employees to refrain from coming to work. In the event the District fails to make said radio announcements prior to 6 a.m. or prior to the time the employee would ordinarily depart for work, the District shall compensate such employee for two (2) hours at base rate. Employees are required to work if they arrive and are compensated for two (2) hours at their normal rate. The District agrees to implement a telephone tree and will strive for notification of the Transportation Department by 5:30 a.m.



1
2 **TRANSPORTATION ONLY**

3
4 **Section 7.13. Definitions.**

- 5
6 1. Regular Driver: CDL License/First Aid/CPR/Current Physical - bids on routes by seniority and
7 is responsible for transporting district students.
- 8 2. Run: The AM or PM portion of a route or linked route (home to school to home).
- 9 3. Route: Combined AM and PM run, which can consist of two (2) or more runs.
- 10 4. Midday: A run that can't be defined as AM or PM and is generally between 10:00 AM and 1:00
11 PM.
- 12 5. Shuttle: Transfer of students - school to school, worksite, any District approved facility. Award
13 based on seniority and availability of drivers at home school.
- 14 6. Assignment: Combination of all daily time, including runs, routes, middays, shuttles, pre-and
15 post-trip times.
- 16 7. Pre/post times: Fifteen (15) minute pre-trip inspection for each run and fifteen (15) minute post
17 trip (maximum of sixty (60) minutes per day).
- 18 8. Trip: Bus transportation assignments other than regular daily scheduled runs/routes. All trips
19 shall be posted on the Transportation Trip Board except as noted below.
- 20 A. Group/Cluster Trips. Is defined as five (5) or more buses transporting students to the
21 same event, on the same day. These trips will also have the same return or release time
22 from the event. These trips will not be posted on the Transportation Trip Board; even if
23 the Group/Cluster Trip drops to four (4) buses or less it will remain as a Group/Cluster
24 Trip. Trips on the Trip Board will remain on the trip board. Group/Cluster Trips will be
25 awarded based on seniority and availability of those drivers signing the sign-up sheet.
- 26 B. Freebie. Trips with less than twenty-four (24) hour notice this includes those trips
27 previously assigned but turned back due to illness, unavailability, or other
28 circumstances. Freebies are not posted on the trip board but are awarded on a rotating
29 and availability basis.
- 30 C. Special Olympics: Posted and awarded based on the most senior drivers who are closest
31 in proximity of students needing transportation to the Special Olympics event. Only
32 Regular Drivers will be utilized to transport students for Special Olympics.
- 33 D. Transportation in the Tri-Cities: The Transportation of students within the area of
34 Richland, Pasco and Kennewick will continue with the practice that all trips occur as
35 two-way trips when there are students who need return transportation. However, student
36 transportation within the Richland School District may be limited to the delivery of the
37 students to the playing site only (one-way trip), this occurring when students will not be
38 returning on District provided transportation and according to District policy (e.g.
39 parent pickup).
- 40 9. "Hours owed" to fulfill contract: Employees whose contract hours differ from their actual
41 drive time will participate in a process hereinafter known as "hours owed". Hours owed may be
42 "paid" back to the district in the following manner before the end of the next pay period:
- 43 A. Personal Leave
44 B. Hours Deducted from pay
45 C. Compensatory time stored
46 D. Fill in work (Bus Driver related work)
47 E. Meetings
48 F. Trainings
49 G. Trips (option of the employee)

1 It is the responsibility of the employee to indicate their availability on the availability list to be
2 considered for extra work to fulfill their contracted time.

- 3 10. Continuous Time: Is defined as that time between an employee's AM or PM high school and
4 elementary school portion of their run – Monday through Friday. This time is incorporated into
5 the route times and this time is not included in the hours owed. During conferences when
6 elementary students are taken home prior to secondary students, drivers will not accrue extra
7 time for choosing to lay over between runs; nor will they be negatively impacted on dates both
8 high school and elementary students attend school.
- 9 11. Flow Through: Is defined as time between an employee's route(s). Flow through will be
10 applied to all time of thirty (30) minutes or less between routes. All time less than thirty (30)
11 minutes between regularly scheduled bus runs shall be counted as hours worked.
- 12 12. Original Bid Time: This is the daily shift of the driver at the conclusion of the bid fair. This
13 time shall not be involuntarily decreased once the bid fair has concluded. After the conclusion
14 of the bid fair, loss or gain of time shall be governed by the remainder of the "transportation
15 only" section, but in no event, will a driver involuntarily be reduced below the August Bid Fair
16 time. Bid time must incorporate pre/post/etc. as a complete assignment.
- 17 13. Transportation Replacement Positions:
- 18 A. Is a position created by an employee on a leave of absence, and may be posted for
19 employee consideration.
 - 20 B. Current employees who apply for a Replacement Position will be given priority over
21 outside candidates only when the move would result in an increase of hours, wages or
22 both.
 - 23 C. Employees who take a replacement position will not be returned to their previous
24 assignment.
 - 25 D. At the conclusion of the replacement leave, the returning employee will be returned to
26 all their previously held hours (not route).
 - 27 E. Seniority will be applied to the newly hired replacement employee.
 - 28 F. A newly hired replacement employee will not be allowed to transfer during the duration
29 of their time as a replacement employee.
 - 30 G. When a regular driver has been granted a leave of absence, the duration of which is
31 expected to be ninety (90) workdays or more, their assignment will be considered open
32 and put up for bid within five (5) workdays of the beginning of the leave of absence.
33 The most senior employee bidding for the assignment will be assigned to the route. A
34 regular driver granted a leave of absence, the duration of which is expected to be less
35 than ninety (90) workdays, will retain their route until the time of return. During the
36 employee's absence; if no regular driver is available to fill in any portion of the driver's
37 assignment, the assignment shall be filled by a substitute employee. If an employee fails
38 to return within the ninety (90) workday period, the route will then be opened for bid.

39
40 **Section 7.14. Hours Owed Process.**

- 41 1. In the event drivers, have lost part of their route, programs have not started, the Driver may
42 request this time be added to hours owed in lieu of being present/on stand-by during their
43 contracted hours. Hours owed will be computed by the Director of Transportation and reviewed
44 with the driver. That time will be used in accordance with the hours owed agreement.
- 45 2. Hours owed will be tracked on a school year basis
- 46 3. Employees who have not paid back owed time on the last week of school shall have that amount
47 deducted on June check.
- 48

1
2 **Section 7.15. Transportation Bid Process.**

- 3 1. Management and MOT Representatives may request to meet prior to bid fair to discuss the
4 process and all written information that should be included in the bid fair.
- 5 2. Employees will receive their bid date and time in the annual in-service letter that will be sent
6 by the last workday of July. Employees who have not received notification by the last workday
7 of the first week in August need to contact the transportation office.
- 8 3. The bid process shall take place in August and will continue until all AM and PM
9 runs/midday's/shuttles are bid.
- 10 4. Up to Five (5) hours shall be the allocated time frame for the route bidding process and to
11 prepare for the start of school. This time shall include fifteen (15) minutes for route reviews,
12 fifteen (15) minutes for route selection, and fifteen minutes (15) for route contract signing.
13 After route selection, the following will be accomplished; route book updating, assigned bus,
14 cleaning, and installation of restraints, fueling and new route driving if desired by the driver.
15 The Transportation Supervisor or designee may authorize additional time if needed to complete
16 all tasks. The above items may be accomplished over a several day period, so long as they are
17 accomplished prior to the first (1st) day of school.
- 18 5. Drivers will be contracted for the actual number of days they actually transport students
19 according to the calendars for each program. If alterations should occur after the start of
20 school, it is understood that drivers will either have their contracts modified as necessary or
21 fulfill any time in which they are being paid or include such time into "hours owed" per Section
22 7.14. Hours Owed Process.
- 23 6. The District shall combine and present secondary/elementary routes, runs, midday's and
24 shuttles for drivers to view at least three (3) workdays available to view at the bus lot and
25 employee online. will not be severable or traded and will be bid on as presented.
- 26 7. The following information will be provided on bid sheets: route number, school name, stick
27 maps and estimated assigned student number. Lists that SPED routes may or may not contain
28 special equipment.
- 29 8. The bargaining unit recognizes that it is the responsibility of each individual employee to be
30 aware of their bid date and time. In the event that an employee arrives more than fifteen (15)
31 minutes late of their scheduled bid time, the next less senior driver will be allowed to bid at
32 their scheduled time. If the more senior driver shows up while a less senior driver is in the
33 process of writing their contract with management, the more senior driver will be allowed to
34 bid once the less senior drivers contract has been completed. In the event a more senior driver
35 arrives more than fifteen (15) minutes late, that driver will be inserted into the next available
36 bid.
- 37 9. Drivers may bid on any routes, runs, midday's and shuttles totaling up to forty (40) hours a
38 week.
- 39 10. If a driver is unable to attend for any reason, the driver can choose someone to bid for them. All
40 proxies must be in writing and should include the name of the party bidding on their behalf.
- 41 11. Generally, buses will be bid by seniority. However, the following areas shall be identified and
42 discussed between the parties in order to identify the availability of buses for bidding purposes:
43 A. Route Composition (need for a specific bus).
44 B. Special Needs students.
- 45 12. All information will be kept from year to year for review by Management, Association and
46 Drivers and updated to ensure the Bid Fair is successful.
- 47
48
49

1 **Section 7.16. Fill In Work.**

- 2 1. Those regular drivers, whose time permits, will be allowed to fill in on any available
3 assignments. Drivers will be selected to perform fill in work assignments in the following
4 order: A. To fill lost hours from their original bid by availability, seniority and proximity
5 B. To makeup hours owed by availability seniority and proximity
6 C. Availability by seniority and proximity
- 7 ■ The availability list shall be posted each afternoon, by 1 PM and Drivers desiring to be
8 considered for fill in work must indicate their availability on the “availability list” to be
9 considered for fill in assignments the next day.
 - 10 ■ Any employee indicating CTO on the availability list must apply those worked hours to
11 their CTO balance.
 - 12 ■ Once the fill in assignments are made, those assignments shall not be redistributed because
13 of a sudden employee absence or transportation cancellation. Assignments will be posted
14 each morning, no later than 9:00 a.m., for transportation personnel.
- 15 2. The available work will be distributed among as many drivers who sign up to work as possible,
16 providing an equal opportunity to obtain extra hours by all, ensuring that drivers owing time are
17 assigned work first to fulfill their contract. The largest single run will be assigned to the most
18 senior driver and so on.
- 19 3. Once fill in assignments are made, those assignments shall not be redistributed because of a
20 sudden employee absence or transportation cancellation. Assignments will be posted each
21 morning, no later than 9:00am, for transportation personnel.
- 22 4. CDL certified employees, who are not transportation employees, will not be required to
23 substitute as a bus driver, and are not considered eligible for “fill in” work except in the case of
24 an extreme emergency.
25

26 **Section 7.17. Changes to Routes.**

- 27 1. Management may adjust bus routes and assignments throughout the year based on Route
28 Composition/Special needs of students after consultation with the Association.
- 29 2. The District agrees to provide a list identifying the drivers name and package hours to the
30 Association President by November 1 and March 1 of each year.
31

32 **Section 7.17.1. Adding Route Time.**

- 33 A. After the bid process, employees can continue to add additional time up forty (40) hours
34 per week. If an employee would go into overtime, they would not be eligible for the
35 additional time.
- 36 B. New or Additional time of thirty (30) minutes or more shall be formally posted and
37 awarded in accordance with seniority and availability.
- 38 C. Available transportation time of less than thirty (30) minutes shall be awarded in
39 accordance with seniority and Proximity with the following criteria:
- 40 a. A driver who is in “Hours Owed status to fulfil their contract time”
 - 41 b. Will be offered by management to drivers by seniority who can accommodate
42 the new work within their daily route without going into overtime.of those
43 employees who signed the posted consideration notice.
- 44 D. Route time (including Flow Through time) added outside of the October Bid Fair is not
45 protected as Original Bid Time.
46

47 **Section 7.17.2. Bidding Off and/or Changing Routes.**

- 48 A. Employees may bid on any new or open runs/routes/midday’s/shuttles.

- B. If an employee chooses to bid off their assignment or any portion thereof, the employee must bid off the entire AM/PM secondary/elementary route; special circumstances shall be resolved on a case-by-case basis after consultation with management, the Association and the employee.
- C. Changing routes will result in a recalculation of the Assignment including rounding of hours and Flow Through. Flow Through connected to new routes/added time is not protected as Original Bid Time.
- D. Midday runs, shuttles, and other student specific runs are separate, and may be vacated separately or completely by drivers.

Section 7.17.3. Reduction of Route/Time.

- A. Drivers will not lose time from their original bid, unless they voluntarily accept a reduction in time.
- B. If a drivers route decreases after the bid, that driver will be required to perform appropriate transportation work assignments to maintain their Original bid hours, until a new opportunity to increase their hours, or bid a newly posted assignment, occurs and they are successful in the bidding process.
- C. In the case where a driver loses time and does not wish to voluntarily accept a reduction in time, that driver's AM or midday or PM time will not increase more than half of the total lost time to either the front or back end of their originally awarded AM or midday or PM times. If no fill in work is available, drivers may ask that the unfulfilled time be added to their CTO.
- D. Drivers who do not have midday routes will not be required to begin performing midday routes to recoup time lost under this situation.
- E. Drivers who have lost time from their original bid, and who have NOT recaptured hours, shall have priority in performing fill in work, in accordance with Section 7.16.

Section 7.17.4. Start of School Adjustments.

- A. At the beginning of each school year, Drivers shall be returned to the same route and/or hours that they held at the conclusion of the previous year until bid time.
- B. In the event that a route requires substantial modification prior to the bid process, the driver shall not be negatively impacted.
- C. The parties agree that in the event substantial changes occur within transportation, they will meet and confer as necessary, regarding this process.

Section 7.18. Trips.

- 1. All trips (Except Group/Cluster Trips and/or Freebies) shall be scheduled on the Trip Board.
- 2. All trips shall be awarded using contract section "Attachment A – Trip Board Procedures".
- 3. Grounds/Warehouse employees on the trip board prior to September 1, 1997 shall be considered grandfathered and no other Grounds/Warehouse employees shall appear on the trip board.
- 4. Once an eligible Grounds/Warehouse employee is voluntarily removed from the trip board, they shall not be re-inserted on the trip board.
- 5. Eight (8) hours of off-duty rest time must be provided during each twenty-four (24) hour period, six (6) of which shall be consecutive.
- 6. Employees other than regular drivers as defined in Section 7.13 shall not be permitted on the Trip Board, unless there are no other regular drivers available. Employees hired to Richland School District prior to September 1, 2012 shall be grandfathered from this clause and shall remain on the trip board.

1
2 **Section 7.19. Non-Bargaining Unit Transportation.**

3 The parties recognize that transporting students is bargaining unit work. The Administration continues
4 to support the use of district buses and RSD Bus Drivers for the extra trips. However, the parties agree
5 that there are times when it may be appropriate to use alternative modes of transportation for extra-
6 curricular trips instead of using district drivers and buses. The parameters outlined below will be used
7 as guiding criteria to determine when it may be appropriate to use alternative modes of transportation.
8

- 9 1. When no RSD buses or drivers are available to transport students for the requested trip.
10 2. When no District funds are being used for the trip and either the destination is over 175 miles
11 one way or the trip includes an overnight stay. This excludes all trips that stop at Silverwood.
12 3. When the storage of instruments, luggage and personal items is more than the capacity of the
13 district buses and designated trailers.
14 4. Trips to State Playoff competitions may use alternative modes of transportation.
15 5. Trips to District and Regional competitions will use District buses (or vans if applicable per
16 Section 7.19.1. Van/Vehicle Use) and RSD Bus drivers.
17 6. The parties agree that the district will continue to notify the Association of its intent to use
18 alternative modes of transportation using the notification process in keeping with the
19 established practices and intent of Article VII, Section 7.11 of the CBA.
20 7. The district will provide all relevant information concerning the trip including the rationale for
21 using alternative modes of transportation per the parameters listed above.
22

23 **Section 7.19.1. Van/Vehicle Use.**

- 24 A. When nine (9) students or less are involved in a trip the District may utilize a
25 van/vehicle, driven by a Richland School District employee, to transport those students.
26 The use of a van does not negate a Richland School Bus driver from driving the van.
27 B. The District shall notify the Association three (3) workdays in advance of its intent to
28 use vans to transport nine (9) or less students. Email notification is acceptable.
29 C. In the event that multiple schools are attending the same event and ten (10) or more
30 students are being transported, a Richland School bus shall be used.
31
32
33

34 **ARTICLE VIII**

35 **HOLIDAYS**

36
37
38 **Section 8.1. Holidays.**

39 All employees shall receive the following paid holidays that fall within their work year:
40

- | | |
|-----------------------------------|---------------------------------------|
| 41 1. New Year's Day | 7. Veterans' Day |
| 42 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 43 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 44 4. Memorial Day | 10. Day before or day after Christmas |
| 45 5. Independence Day | 11. Christmas Day |
| 46 6. Labor Day | 12. New Year's Eve Day |
- 47
48
49

1 **Section 8.2. Unworked Holidays.**

2 Eligible employees shall receive pay equal to their normal work shift at their regular rate of pay in
3 effect at the time the holiday occurs. Employees, who are on the active payroll, and not on a leave of
4 absence, shall be eligible for pay for such unworked holiday. In the event that holidays fall on a
5 Saturday or Sunday, the District may designate either the preceding or the succeeding workday as the
6 holiday.

7
8 **Section 8.3.**

9 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take an
10 extra day of vacation with pay in lieu of the holiday.

11
12 **Section 8.4.**

13 In those years containing more than two hundred sixty (260) workdays, full-time employees shall be
14 granted one (1) additional day off for each day in excess of two hundred sixty (260) workdays, to be
15 observed in conjunction with Independence Day.

16
17
18
19 **ARTICLE IX**

20
21 **VACATION**

22
23 **Section 9.1.**

24 During the first year of employment, full-time employees receive one (1) day vacation credit for each
25 month worked, or major portion thereof, to a maximum of ten (10) days. Upon completion of one (1)
26 year of employment, employees receive vacation credit according to the following:

<u>Years of Service</u>	<u>Days of Vacation</u>
1	10
2	11
3	12
4	13
5	14
6	15
7	16
<u>Years of Service</u>	<u>Days of Vacation</u>
8	17
9	18
10	19
11	20
12	21
13 or more	22 (1992-93)

27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43 **Section 9.2.**

44 In the event that an employee hired before September 1, 1989 is currently entitled to a greater number
45 of vacation days according to the vacation formula in effect on August 31, 1989, said employee shall
46 receive vacation credit according to that formula. However, no such employee shall continue to accrue
47 additional days of vacation beyond twenty-one (21) days which is greater than the amount to which he
48 or she would be entitled on August 31, 1989.



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
49

Section 9.3.

Employees may carry forward unused vacation. Employees may carry over a balance up to forty (40) hours of vacation each year. However, they may not exceed more than sixty (60) hours above their annual accrual at the beginning of their contracted year.

Section 9.3.1. Vacation Cash-Out.

A maximum of five (5) days of vacation leave may be cashed out during any one (1) fiscal year.

Section 9.4.

Earned vacation days will be credited to the employee on September 1.

Section 9.5.

All vacations, regardless of the time of the year when taken, shall be limited to the number of days earned or banked by September 1, exclusive of any paid holidays which may fall within the vacation period assigned to the employee. Vacations will be approved on a first (1st) come basis; if there are multiple requests on the same date, seniority shall be the deciding factor.

Section 9.6.

Upon termination of employment for any cause, an employee shall receive payment for earned but unused vacation credit.

ARTICLE X

LEAVES

Section 10.1. Sick Leave.

Each employee shall accrue one (1) day of sick leave per calendar month worked. Less than full-time employees shall accrue prorated sick leave in accordance with average hours worked per day and months worked per year. Sick leave benefits shall be paid in accordance with the employee’s normal daily work shift and rate of pay at the time the leave is taken. Sick leave days are to be used when absent due to illness, injury, and emergency, as provided by RCW 28A.400.300, and as provided hereinafter.

The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated number of months the employee is to work during that year, and the employee is entitled to that number of days of sick leave at the beginning of the school year. Sick leave shall be vested when earned and shall be accumulated up to the number of days in the employee’s work year pursuant to State Law. In the event that an employee terminates employment with the District while having taken sick leave days projected, but not earned, a deduction shall be made from the last paycheck in the amount of the salary and benefits for those days (or fractions thereof). Such deduction will be made to cover the cost of extending this leave in advance.

Probationary employees will receive one (1) day for each month worked during the probationary period, to a maximum of six (6) days. At the end of the probationary period, they will receive the prorated balance of days for the year.



1
2 **Section 10.1.1. Family Medical Leave Act.**

3 The District shall allow use of employee granted leave pursuant to RCW Chapter 49.78
4 (Washington Family Leave Act) or the federal statute, whichever provides the greater benefit.
5 Notwithstanding the provisions of the Washington Family Leave Act or the federal Family and
6 Medical Leave Act (FMLA), the employer agrees to apply the provisions of that Act to all
7 employees in the bargaining unit who worked 1080 hours or more in the previous twelve (12)
8 months regardless of whether they meet the eligibility requirements contained in the FMLA.
9

10 **Section 10.1.2. Family Care.**

11 An employee is authorized to utilize sick leave for the following reasons (reference RCW
12 49.46.210): To provide care for a family member with mental or physical illness, injury, or
13 health condition; care of a family member who needs medical diagnosis, care or treatment of a
14 mental or physical illness, injury or health conditions; or care for a family member who needs
15 preventative medical care needed to provide care for a family member with mental or physical
16 illness, injury, or health condition. Family means any of the following:

- 17 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom
18 the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless
19 of age or dependency status;
20 B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
21 employee or the employee's spouse or registered domestic partner, or a person who
22 stood in loco parentis when the employee was a minor child;
23 C. A spouse;
24 D. A registered domestic partner;
25 E. A grandparent;
26 F. A grandchild; or
27 G. A sibling

28
29 **Section 10.1.3.**

30 Any denial for time off shall require a written reason from the District.
31

32 **Section 10.2.**

33 Only when an employee exceeds five (5) days, the District may require verification that an employee's
34 use of paid sick leave is for an authorized purpose (reference RCW 49.46.210). If the District requires
35 an employee to provide verification from a health care provider identifying the need for use of paid
36 sick leave for an authorized purpose, the District must not require that the information provided
37 explains the nature of the condition.
38

39 **Section 10.3. Sick Leave Buy-Back and Cash-out.**

40 The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and as may
41 be amended or clarified by Administrative Code, Regulation or Federal/State Law, are by this
42 reference incorporated herein.
43

44 **Section 10.3.1. Sick Leave Sharing.**

45 Employees shall be entitled to sick leave sharing in accordance with all applicable State laws.
46 Employees may request and receive sick leave donations from any RSD employee group. No
47 employee is obligated to donate. Such donations will remain confidential.
48
49

1 **Section 10.3.2. Excess Compensation Clause.**

2 At the time of retirement, the employee will not cash out any unused leave for the two (2) years
3 immediately prior to retirement. If the cash out option has been exercised in the preceding two
4 (2) year period, the employee will refund the cash out to the school district in exchange for an
5 equivalent amount of paid time off prior to retirement.
6

7 **Section 10.4. Bereavement Leave.**

- 8 1. The employee shall submit, in writing, to their Immediate Supervisor justification for the
9 number of days needed prior to taking leave. However, this justification can be submitted upon
10 return in emergency circumstances.
11 2. Bereavement leave shall be taken in hourly increments, or half day or whole day increments.
12 3. Bereavement leave shall not be accumulative.
13 4. The leave provided in this paragraph for the purpose of bereavement shall be limited to a
14 maximum of five (5) days leave within a twenty (20) day period for each cause of absence
15 caused by death in the immediate family. Immediate family is defined as spouse, parents, step-
16 parents, guardians, grandparents, brothers, sisters, step-brothers, step-sisters, children, step-
17 children, and grandchildren.
18 5. Bereavement leave shall be allowed for absence occasioned by the death in the classified
19 employee’s extended family provided that said leave shall be limited to a maximum of three (3)
20 days per occasion. Extended family is defined as aunts, uncles, nieces, nephews, spouse and
21 children’s immediate family.
22 6. Bereavement leave limited to one (1) day of leave with pay is hereby provided in case of
23 absence caused by death of 1) a close friend, or 2) a relative not included in the “immediate
24 family” or “extended family” definition above. The single-day bereavement leave provided in
25 this paragraph is limited to three (3) occasions per year.
26 7. Exceptions with respect to this section may be granted on a case by case basis and will not set a
27 precedent.
28

29 **Section 10.5. Family Illness Leave.**

30 In those cases, when the employee’s presence is required, a maximum of five (5) days in any one (1)
31 year will be granted for serious illness or serious accident in the employee’s immediate family which
32 includes spouse, spousal partner, a child, step-child, adopted child or legally dependent family
33 member. Family illness leave is noncumulative and is deducted from sick leave.
34

35 Employees who are not eligible for vacation and have exhausted all other paid leave may request up to
36 five (5) days of family illness leave by making such request to the Human Resource department. This
37 leave is separate from any other leave bank.
38

39 **Section 10.6. Emergency Leave.**

40 Emergency leave will be granted and will be deducted from sick leave. An emergency is defined as a
41 problem that must have been suddenly precipitated and must be of such a nature that preplanning was
42 not possible, and of a nature that preplanning could not relieve the necessity for the employee’s
43 absence.
44

45 **Section 10.7. Maternity/Child Care Leave.**

46 Upon application, therefore, maternity leave shall be granted. Such leave shall commence at such time
47 as the employee and her medical advisor deem necessary. Employees granted maternity/childcare leave
48 must return to work not later than one (1) year following the granting of the leave. Employees granted
49 maternity/childcare leave may, at their option, be granted compensation in accordance with Section

1 10.1 for that portion of the leave relating to delivery, recovery, or complications of pregnancy or
2 childbearing. Unpaid leave of absence will be granted for the childcare portion of maternity/childcare
3 leave. Before returning to work, the employee must be certified by her physician as ready and able to
4 return. The employee may not elect to return to work prior to the prearranged completion date of
5 maternity/childcare leave without the District's approval to so return. Seniority shall accrue during this
6 leave.

7
8 **Section 10.8. Paternity Leave.**

9 An employee shall be granted paternity leave of five (5) days, on or about the date of birth of the child
10 of the employee and spouse. Paternity leave is considered emergency leave and is deducted from sick
11 leave.

12
13 **Section 10.9. Judicial Leave.**

14 In the event that an employee is summoned to serve as a juror, or appear as a witness in court, or is
15 named as a codefendant with the District, such employee shall receive a normal day's pay for each day
16 of required presence in court; provided, however, that any compensation received for such service shall
17 be remitted to the District. Such repayment shall not exceed the employee's normal daily pay, less
18 bona fide expenses. In the event that an employee is a party to a court action, such employee may
19 request a leave of absence.

20
21 **Section 10.10. Personal Leave.**

22 Each employee with five (5) years or more of accrued service, will be allocated three (3) days of
23 personal leave each year; Each Employee with five (5) years or less of accrue service will be allocated
24 four (4) days of personal leave each year, available in September. Personal days are unrestricted
25 wherein no reason need be given other than the word "personal". Advance notice shall be given by the
26 employee taking this leave. This leave will be on a first come, first served basis. No leave may be
27 taken on the first or last day of school.

28
29 Two (2) days of leave in any one year will be cumulative. The employee may bank two (2) days at the
30 end of June, to a maximum of five (5). No more than five (5) days may be used in the next school year.
31 Three (3) days may be cashed out at one hundred percent (100%) during the fiscal year. Payment for
32 personal days may not be claimed under more than one District policy for any day of absence. The
33 employee is responsible for notifying the District as to the employee's choice to cash-out or bank
34 Personal Leave.

35
36 **Section 10.11. Leave of Absence.**

37 An employee may submit a written request to the School Board of Directors (through the Human
38 Resource Director) for an unpaid leave of absence, not to exceed one (1) year; provided, however, that
39 a second (2nd) year may be granted for reasons of extended illness or disability. Seniority rights shall
40 not be lost during a leave of absence; provided, however, that seniority shall not accrue, except as
41 otherwise provided herein. Specific conditions, including prearranged return date, shall be included
42 with leave approval.

43
44
45 Employees who have been granted a leave of absence shall have their position filled by a replacement
46 employee during the duration of the leave. Upon their return, they shall be returned to their position,
47 and the newly hired replacement employee shall be eligible to bid on any existing new or open position
48 or shall be considered to be in layoff. Current employees [in replacement positions] will be returned to
49 their positions.



1 **Section 10.12. Military Leave.**

2 Employees shall be granted up to twenty-one (21) days of paid leave while participating in annual
3 active duty training as members of the National Guard or U. S. Armed Forces Reserve. However, these
4 employees are not entitled as a matter of right to a leave of absence to attend weekend or weeknight
5 military reserve meetings held during the employee’s working hours.

6
7 **Section 10.13.**

8 The District will notify the Association President of those employees off on extended leave.

9
10 **Section 10.14. Faith or Conscience Leave.**

11 Employees are entitled to two unpaid holidays per calendar year for a reason of Faith or Conscience as
12 defined by applicable RCW’s (reference RCW 1.16.050, RCW 43.41.109 and WAC 82-56-030).

13
14
15
16 **ARTICLE XI**

17
18 **PROBATIONARY PERIODS, SENIORITY, AND LAYOFF PROCEDURES**

19
20 **Section 11.1.**

21 The seniority of an employee within the bargaining unit shall begin as of the date on which the
22 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
23 lost as hereinafter provided.

24
25 **Section 11.1.1.**

26 Each new hire shall remain in a probationary status for a period of not more than ninety (90)
27 workdays following the hire date. Each probationary employee shall be evaluated by his or her
28 immediate supervisor between the forty-fifth (45th) and sixtieth (60th) day of employment. At
29 any time during probation, management may discharge an employee if it appears that employee
30 is unable or unwilling to perform the duties of the position, or for serious workplace rule
31 infractions. Any decision to discharge a probationary employee shall be communicated to the
32 Association President, in writing.

33
34 **Section 11.1.1.1.**

35 The District may place employees with previous related experience on Step 2 of
36 Schedule A.

37
38 **Section 11.1.1.2.**

39 Employees on probationary status must remain in their position through the successful
40 completion of their probation before becoming eligible for other classified positions
41 within the bargaining unit.

42
43 **Section 11.1.2.**

44 Upon completion of the probationary period, the employee will be subject to all rights and
45 duties contained in this Agreement, retroactive to the hire date, and shall be moved to the
46 “scale” rate of pay as reflected on Schedule A.



1 **Section 11.1.3.**

2 Regular employees, who bid on and are assigned to a higher or different classification, shall
3 serve a trial period of not more than twenty-five (25) workdays. A temporary employee shall be
4 assigned to fill such employee’s former position during the trial period.
5

6 **Section 11.1.4.**

7 A regular employee serving a trial period pursuant to Section 11.1.3 shall retain the right to
8 return to the previous permanent position. During this period, the employee will be informally
9 evaluated and trained in the skills and requirements of the position. A temporary employee
10 shall be assigned to fill such employee’s former position during the trial period. An employee
11 may voluntarily request to return to his/her former position during the trial period or may be
12 returned to their former position if found to be deficient in the skills of the position during the
13 trial period. Any decision to return an employee to their former position shall be communicated
14 in writing to the Association President. This section does not apply to lateral moves.
15

16 **Section 11.1.5.**

17 The trial period as referred to in Sections 11.1.3 and 11.1.4 does not imply a reduced rate of
18 pay or termination as provided for in Section 11.1.1.
19

20 **Section 11.1.6.**

21 Regular employees who are awarded a position may not bid on or post for another in-
22 classification position for six (6) months following their transfer date; unless there is a
23 monetary gain or it is a transfer to a shift that is more beneficial to the employee. In the event
24 that extenuating circumstances exist, the District and the Association will consider the situation
25 on a case by case basis.
26

27 **Section 11.2.**

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

- 29 1. Resignation;
- 30 2. Discharge for justifiable cause;
- 31 3. Retirement;
- 32 4. Change in job classification, as hereinafter provided;
- 33 5. Service outside the bargaining unit, including as a supervisor, in excess of six (6) consecutive
34 months.

35 **Section 11.3.**

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

- 37 1. Time lost by reason of industrial accident or industrial illness for which a leave is permitted, or
38 judicial leave;
- 39 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
40 States;
- 41 3. Time spent on other authorized leaves;
- 42 4. Time spent in layoff status, as hereinafter provided.
43

44 **Section 11.4.**

45 Seniority rights shall be effective within the general job classification. As used in this Agreement,
46 general job classifications are those set forth in Article I, Section 1.3.
47
48

1 **Section 11.5.**

2 In any case where seniority is equal, the employee with the earliest hire date will have “seniority”. In
3 the event of a further tie, the employee with the earliest date of application for District employment
4 shall have “seniority”. All employees with the same application date will have seniority determined by
5 drawing lots.

6
7 **Section 11.6.**

8 The employee with the greater seniority shall have preferential rights regarding shift selection,
9 vacation periods, special assignments, promotions, assignment to new or open positions, and layoffs
10 when ability and performance are substantially equal with the junior employee or other applicant.
11 Employees within the general job classification have preferential rights over junior employees, non-
12 classification employees and outside applicants; if there are no classification applicants then non-
13 classification applicants have preferential rights over non-classification junior employees and outside
14 applicants. If the District determines that the seniority rights should not govern because the junior
15 employee or other applicant possesses ability or performance substantially greater than a senior
16 employee or senior employees, the District shall set forth in writing to the employee or employees and
17 the Association President its reasons why the senior employee or employees have been bypassed.

18
19 **Section 11.7.**

20 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
21 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
22 date and a new classification.

23
24 **Section 11.8.**

25 The District shall publicize within the bargaining unit and to the general public the availability of open
26 positions as soon as possible after the District determines that such opening exists. The position shall
27 be advertised for a minimum of five (5) workdays before selection is made. During the summer
28 months, notification of open positions will be for a period of ten (10) business days. Notification of
29 open positions will be sent to the Association President.

30
31 All jobs shall be posted as soon as possible after it is determined to fill the job opening, but in no case,
32 later than seventy-two (72) hours after. The District is responsible for assuring that all job openings are
33 posted in the designated areas. All decisions to not fill a posted position shall be communicated in
34 writing to the Association President.

35
36 **Section 11.8.1. Location of Postings.**

37 Postings will be placed on bulletin boards in all bargaining unit lunchrooms. If bulletin boards
38 are not available in these areas, the District will provide such boards within thirty (30) calendar
39 days of the signing of this Agreement.

40
41 **Section 11.8.2.**

42 Up to four (4) of the most senior MOT unit members who apply and meet the required
43 qualifications for an open position shall be interviewed, if interviews are conducted.

44
45 **Section 11.9.**

46 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
47 District according to seniority within classification. Such employees are to have priority, over junior
48 employees and outside applicants, in filling an opening in the classification held immediately prior to
49 layoff. Names shall remain on the reemployment list for two (2) years.



1 **Section 11.10.**

2 Employees on layoff status shall file their address in writing with the District Human Resources office
3 and shall thereafter promptly advise the District in writing of any change of address.
4

5 **Section 11.11.**

6 An employee shall forfeit rights to reemployment as provided in Section 11.9 if the employee does not
7 comply with the requirements of Section 11.10, or if the employee does not respond to an offer of
8 reemployment within fifteen (15) business days. The District shall send a certified letter to the last
9 address on file for the employee or obtain the signature and date of an employee being offered
10 reemployment. It is the employee’s obligation to ensure that a correct mailing address is on file with
11 the District.
12

13 **Section 11.12.**

14 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
15 accrued benefits; provided, that such employee is offered a position substantially equal to that held
16 prior to layoff.
17

18 **ARTICLE XII**

19 **TRANSFER OF PREVIOUS EXPERIENCE**
20
21

22 **Section 12.1.**

23 When an employee leaves a school district within the State of Washington and commences
24 employment with the Richland School District, the employee shall be given longevity credits in
25 accordance with State Law (RCW 28A.400.300). Seniority credit shall not be transferred. In the event
26 that this District has a different system for computing longevity related benefits, the employee shall be
27 granted the same longevity related benefits as an employee in this District who has similar
28 occupational status and total years of service.
29
30

31 **ARTICLE XIII**

32 **RETIREMENT**
33
34

35 **Section 13.1.**

36 In determining whether an employee subject to this Agreement is eligible for participation in the
37 Washington State Public Employees’ Retirement System (PERS) or School Employees Retirement
38 System (SERS), the District shall report all hours worked, whether straight time, overtime, or
39 otherwise.
40
41

42 **ARTICLE XIV**

43 **INSURANCE**
44
45

46 **Section 14.1.**

47 Those employees projected to be working four (4) hours or more (seven hundred twenty (720) hours
48 annually) shall be eligible to receive a District contribution for their selected insurance benefits that is
49 a prorated percentage of a full-time equivalent employee’s District contribution. The percentage of



1 full-time equivalence (“FTE”) will be determined by projecting the expected work year for an
2 employee and finding the percentage of that projection when compared to a full-time position. For
3 purposes of insurance benefit calculation only, “full-time” is defined as 1,440 annual hours. The full-
4 time District contribution shall be State flow through for twelve (12) months.
5

6 After each employee has made his/her selection of benefits under the program provided herein,
7 remaining funds in the pool, if any exist, shall be available for distribution to cover employees
8 requested coverages. The pool shall be set each year in November and continue through October 31st.
9 The amounts of pooled funds will be distributed by equal shares beginning with the smallest amount
10 requested and thereafter repeating this function until all pooled funds are exhausted.
11

12 The Richland School District shall pay HCA costs from non-allocated/non-pooled funds as noted on
13 Schedule A.
14

15 *Beginning January 1, 2020*, and each year thereafter unless modified by the Legislature, those
16 employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a
17 District contribution for their selected benefits.
18

19 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide
20 funding for all bargaining unit members and their dependents as required by State law, the State
21 Operating Budget, and the School Employee’s Benefit Board (SEBB). Inclusive of employer funding
22 will be payment of the retiree carve-out for all eligible employees.
23

24 **Section 14.2.**

25 **Mandatory participation:** Basic Life and Accidental Death and Dismemberment (AD&D), Basic Long
26 Term Disability, Dental, and Vision Insurance, as provided.
27

28 **Optional participation:** Medical, Salary, Life and Accidental Death and Dismemberment (additional
29 coverage – may be purchased by employees at their discretion), Long Term Disability (additional
30 coverage – may be purchased by employees at their discretion) or other approved plans, as provided.
31

32 **Section 14.3. Insurance Enrollment.**

33 The enrollment period shall be for thirty (30) days and shall be completed October 1 of each school
34 year. Once enrollment is completed, no insurance options may be added or deleted during the school
35 year except for reasons associated with family status changes. Employees filling new positions and
36 hired after October 1 may elect insurance coverage from the plans available during the first thirty (30)
37 days of employment. Coverage for new employees shall begin after the first full month of employment
38 and shall continue for each month thereafter.
39

40 **Section 14.4.**

41 The District shall provide tort liability coverage for all employees subject to this Agreement.
42

43 **Section 14.4.1. Tort Liability Policy.**

44 A copy of the tort liability insurance will be provided to the President of the Association. Any
45 subsequent changes will be provided on a timely basis.
46

47 **Section 14.5.**

48 The employer agrees to provide information about SEBB insurance plans to eligible employees during
49 the school year (as required or recommended by SEBB) and during open enrollment period.

1 **Section 14.6.**

2 All employees subject to this Agreement shall be entitled to participate in a District approved tax
3 shelter annuity plan. On receipt of a written authorization by an employee, the District shall make
4 contributions by withholding authorized deductions from the employee’s salary and remitting same to
5 the selected plan.

6
7 **Section 14.7. Workers’ Comp.**

8 In the event an employee is absent due to work related injury or illness and qualifies for Workers’
9 Comp benefits, the District shall pay the employee an amount equal to the difference between the
10 benefit received from Workers’ Comp and the employee’s regular salary. A deduction may be
11 (employee option) made from the employee’s accumulated sick leave in accordance with the amount
12 paid. Those employees who are placed on L/I shall automatically be considered to be on an authorized
13 Leave of Absence in accordance with Section 11.1. The District, upon notification from L/I of an
14 injured employee, shall contact the employee and provide them with information and instructions
15 regarding any L/I processes.

16
17
18 **ARTICLE XV**

19
20 **STAFF DEVELOPMENT / IN-SERVICE**

21
22 **Section 15.1.**

23 The District and Association representatives will establish a committee to address staff development.
24 The District will provide up to five thousand dollars (\$5,000.00) per year for professional staff
25 development (workshops, seminars, etc.). If this money is not exhausted in full, it will be rolled over
26 and added to the allotment for the next contract year, up to a maximum of seven-thousand five hundred
27 dollars (\$7,500.00). The specific expenditure of these funds will be determined jointly by a committee
28 of two (2) administrators, designated by the Executive Director of Support Services and two (2)
29 Association members, designated by the Association President.

30
31 **Section 15.2. Cross Training.**

32 Employees who are directed by their immediate supervisor to provide job-specific training to an
33 employee, who is in a new position or job, will be authorized to receive an additional one dollar
34 (\$1.00) per hour to their hourly rate of pay, up to a maximum of eighty (80) cumulative hours per year.
35 This excludes apprenticeship programs, transportation trainers, and employees who move laterally
36 within a position, i.e., to a new site.
37
38
39
40

41 **ARTICLE XVI**

42 **ASSOCIATION MEMBERSHIP, AND DUES DEDUCTION**

43
44 **Section 16.1. Association Dues.**

45 (Reference RCW 41.56.110 & 41.59.100) The Association, which is the legally recognized Exclusive
46 Bargaining Representative of the classified employees as described in the recognition clause of this
47 Agreement, shall have the right to have deducted from the salary of members of the Association (upon
48 receipt of a written authorization form), an amount equal to the fees and dues required for membership
49



1 in the Association. Employees, who do not sign the written authorization form, will have deducted a
2 fee equivalent to the fees and dues deducted for association members. Employees who have a bona
3 fide religious objection may file a request to have the RSD remit an amount equivalent to the fees and
4 dues of members directly to a non-religious charity or charitable organization. Disputes between
5 employees and the Association regarding appropriate charitable organization shall be resolved through
6 the Public Employee Relations Commission.

7
8 **Section 16.1.1. Classified Employee Report To PSE.**

9 The Employer agrees to submit a report monthly along with its remittance of dues which
10 identifies each employee by name, position, gross salary and dues amount remitted. The
11 Employer agrees to provide the names of all classified employees who are not having dues
12 withheld to the Union on October 1st and March 1st of each year of this Agreement. Copies of
13 this report will be provided to the Association President

14
15 **Section 16.2.**

16 The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn
17 in writing by the employee. Dues deduction forms must be delivered to the Business Office within
18 thirty (30) days from the start of the school year or within thirty (30) days of the employee's beginning
19 date of employment.

20
21 **Section 16.3. Representation Fees.**

22 No member of the bargaining unit will be required to join the Association; however, those employees
23 who are not members, but are part of the bargaining unit, will be required to pay a representation fee to
24 the Association or become a member. The amount of the fair share representation fee will be
25 determined by the Association and transmitted to the Business Office in writing. The representation fee
26 shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal
27 obligation to represent all members of the bargaining unit pursuant to RCW 41.56.080.

28
29 **Section 16.4.**

30 In the event that the representation fee is regarded by an employee as a violation of the right to non-
31 association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122,
32 or the Public Employment Relations Commission.

33
34 **Section 16.5.**

35 The Association agrees to defend and hold the District harmless against any legal action brought
36 against the District in reference to the representation fee or voluntary political contribution.

37
38 **Section 16.6. Political Action Committee.**

39 During open enrollment September 1 through October 1 the District shall, upon receipt of a written
40 authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit
41 employee the amount of contribution the employee voluntarily chooses for deduction for political
42 purposes and shall transmit the same to the Union on the Union dues transmittal check. Section 19.2 of
43 the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the
44 request at any time. At least annually, the employee shall be notified by the PSE State Office, about the
45 right to revoke the request.

46
47 **Section 16.7. Electronic Signature.**

48 The parties acknowledge and agree that the term "written authorization" as provided in this Agreement
49 includes authorizations created and maintained by the use of electronic records and electronic

1 signatures consistent with state and federal law. The association therefore may use electronic records
2 to verify membership, authorization for voluntary deduction of dues and fees from wages or payments
3 for remittance of COPE funds subject to requirements of state and federal law. The employer shall
4 accept confirmations from the association that the association possesses electronic records of such
5 membership and give full force and effect to such authorizations as “written authorization” for
6 purposes of this Agreement.
7
8

9 10 **ARTICLE XVII**

11 12 **DISCIPLINE, DISCHARGE, AND EVALUATION OF EMPLOYEES**

13 14 **Section 17.1.**

15 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
16 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
17 If the District has reason to discipline an employee, it shall be done in private. The following
18 progression of employee discipline shall generally be followed: oral warning, written reprimand,
19 suspension, termination.
20

21 **Section 17.1.1. Investigatory Interviews/Disciplinary Actions.**

22 In the event formal investigatory interviews are to be conducted, each employee has the right to
23 the following information prior to such interview:
24

- 25 1. Written notice twenty-four (24) hours (one workday) prior to any meeting, unless waived,
26 in writing, by the employee and Association Representative;
- 27 2. Written notice of allegations, if any or topic of the investigation, unless waived, in writing,
28 by the employee and Association Representative;
- 29 3. Written notice informing the employee that he/she has the right to have representatives of
30 their choosing.
31

32 In all disciplinary actions where formal, written charges are to be given an employee, the
33 District will give the following notice:
34

- 35 1. Minimum notice of twenty-four (24) hours (one workday) prior to the meeting time;
- 36 2. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior
37 to the meeting time.
38

39 Inform the employee that he/she has the right to have representatives of their choosing at the meeting.
40

41 **Section 17.2. Notification to Non-Annual Employees.**

42 This section is intended to be applicable to those employees whose duties necessarily imply less than
43 twelve (12) months (excluding vacations) work per year.
44

45 **Section 17.2.1.**

46 Should the District decide to reduce hours, discharge or lay off any non-annual employee, the
47 employee shall be so notified in writing prior to the expiration of the school term.
48

1 **Section 17.2.2.**

2 Employees charged or convicted of crimes which may affect abilities to perform duties around
3 children, in accordance with RCW 28A.400.320, are required to notify the Executive Director
4 of Support Services by the next business day of any such charge or conviction. An employee
5 whose position requires him/her to operate a district vehicle and who is not CDL certified is
6 required to notify the Executive Director of Support Services within two (2) business days upon
7 receiving a citation for a DUI or a moving violation involving negligent or reckless driving, or
8 upon notification by the Washington State Patrol of traffic point assessment. In the event that
9 any employee is required under this section to notify the District, the District must provide a
10 mandatory opportunity to allow the employee to explain the circumstances related to the above
11 referred to incidents. Notification by any employee does not imply that disciplinary action is
12 warranted.

13
14 **Section 17.2.3.**

15 Nothing contained in this section shall in any regard limit the operation of other sections of this
16 Article.

17
18 **Section 17.3.**

19 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
20 employees two (2) weeks' notice of intention to layoff.

21
22 **Section 17.4.**

23 All employees shall be evaluated by July 31st of each year by the supervisor who supervises the
24 employee for the major portion of the employee's work year. Building foreman and employees in lead
25 positions may provide input to the supervisor responsible for the evaluation but will not be responsible
26 for preparing or signing the evaluation.

27
28 **Section 17.5.**

29 Donated leave will not be addressed on performance evaluations.
30
31

32 **ARTICLE XVIII**

33
34 **GRIEVANCE PROCEDURE**

35
36 **Section 18.1.**

37 Grievances or complaints arising between the District and its employees within the bargaining unit
38 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
39 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.
40 Grievances related to the interpretation and/or application of this Agreement when filed in the name of
41 the Association, or when filed by an individual when resolution can only be obtained through the
42 Superintendent or his/her designee, may be initiated at the Superintendents level as provided
43 hereinafter.
44

45 **Section 18.2. Grievance Steps.**

46
47 **Section 18.2.1. STEP I – INFORMAL - IMMEDIATE SUPERVISOR.**

48 The employee shall first discuss the grievance with his/her immediate supervisor. If the
49 employee wishes, he/she may be accompanied by an Association representative at such

1 discussion. All grievances not brought to the immediate supervisor in accordance with the
2 preceding sentence within thirty (30) business days of the occurrence of the grievance shall be
3 invalid and subject to no further processing. Management shall identify the immediate
4 supervisor for all classifications within the bargaining unit. Both parties will have five (5)
5 workdays after Informal meeting with the Immediate Supervisor to resolve the grievance.
6

7 **Section 18.2.2. STEP II – WRITTEN - EXECUTIVE DIRECTOR OF SUPPORT**
8 **SERVICES.**

9 If the grievance is not resolved within five (5) workdays to the employee’s satisfaction in
10 accordance with the preceding subsection, the employee shall reduce to writing, within ten (10)
11 workdays, a statement of the grievance containing the following:

- 12 A. The facts on which the grievance is based;
- 13 B. A reference of the provisions in this Agreement which have been allegedly violated;
- 14 and
- 15 C. The remedy sought.

16
17 The employee shall submit the written statement of grievance to the Executive Director of
18 Support Services for consideration and shall submit a copy to the District Executive Director of
19 Human Resources. The parties shall have five (5) workdays from submission of the written
20 statement to mutually agree on a hearing date. After the Step II Hearing; Both parties will have
21 ten (10) workdays to resolve the grievance indicating on the statement of grievance the
22 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
23

24 **Section 18.2.3. STEP III - SUPERINTENDENT DESIGNEE.**

25 If no settlement has been reached within the ten (10) workdays referred to in the preceding
26 subsection, and the Association believes the grievance to be valid, a written statement of
27 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or
28 his/her designee. After such submission, the parties will have ten (10) workdays from
29 submission of the written statement to disposition. If an agreeable disposition is made, all
30 parties to the grievance shall sign it.
31

32 **Section 18.2.4. STEP IV - SCHOOL BOARD.**

33 If no settlement has been reached within the ten (10) workdays referred to in the preceding
34 subsection, and the Association believes the grievance to be valid, a written statement of
35 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.
36 The Board will meet within fifteen (15) workdays to hear the matter. After the Board’s
37 meeting, they will render their decision within ten (10) workdays.
38

39 **Section 18.2.5. STEP V - AAA ARBITRATION.**

40 If no satisfactory settlement is reached at the School Board level, and the Association believes
41 the grievance to be valid, the grievance may be submitted for arbitration according to the
42 expedited rules of the American Arbitration Association (AAA). Submission of the grievance
43 for arbitration shall be made within ten (10) workdays following receipt of the Board’s
44 decision. The District and the Association shall mutually select an arbitrator from a list
45 provided by the AAA. Each party shall bear its own costs of arbitration, except that the fees
46 and charges of the arbitrator, if any, shall be shared equally by the parties.
47
48
49

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 XIX

SALARIES AND EMPLOYEE COMPENSATION

Section 19.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, extra hours worked, and rates paid with each paycheck.

Section 19.2.

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

Section 19.3.

Salaries contained in Schedule A shall be subject to the terms and conditions of Article XX. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 19.4.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of the Agreement, if possible and in any case not later than the second regular payday.

Section 19.5.

Incremental steps, where applicable and granted, shall take effect on September 1, provided that the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 19.6.

Employees shall be reimbursed for travel expenses while on District business, including private vehicle mileage, and room and board expenditures when required to remain overnight.

Section 19.6.1.

The District will pay Bus Drivers on bus trips of five (5) hours or more for receipted meals, up to the allowable per diem amount.

Section 19.7.

If required by the District, all costs will be paid by the District for obtaining CDL as well as renewing.

Section 19.7.1.

After six (6) months of driving for the District, the employee will be reimbursed for the cost of Skill Test and the Written Test for the CDL.

Section 19.7.2.

The RSD agrees to contract with a DOT compliant Facility and will pay the full cost of CDL physicals for all employees who are required under the terms of Section 19.7 to obtain such physicals. The RSD will not reimburse employees who obtain the CDL required physical from private physicians.

1 **Section 19.7.3. Clothing Allowance.**

2
3 **For the 2016-2017 School Year.**

4 Maintenance and Grounds employees will be provided reimbursement of two-hundred
5 fifty dollars (\$250.00) annually for the purchase of work related clothing or protective
6 gear not already provided by the employer.

7
8 **Beginning September 1, 2017.**

9 Employees shall be provided with a voucher to purchase work related clothing not
10 already provided by the employer from a dedicated vendor. A pre-approved list of what
11 items are eligible for purchase from the dedicated vendor will be made available to
12 employees.

13
14 Classifications and the amount they qualify for are as follows:

- 15 A. Maintenance and Grounds: Two-hundred fifty dollars (\$250.00)
16 B. Custodial and Warehouse: Seventy-five dollars (\$75.00)

17
18 Both the District and Association agree to mutually agree on a dedicated vendor, and a
19 pre-approved clothing list before September 1, 2017.

20
21 **Section 19.8. Longevity.**

22 Longevity shall be considered years of service within Richland School District. Longevity shall be
23 applied to the base wage September 1st if the employee's anniversary occurs between September 1st and
24 January 31st. Employees anniversary that falls between February 1st and August 31st shall receive
25 longevity pay the following September 1st. Longevity shall be applied for the following:

- 26
27 1. Three (3) years, for Transportation employees only, an additional one percent (1%).
28 2. Five (5) years plus an additional two percent (2%) for a total of two percent (2%); three percent
29 (3%) for Transportation employees only.
30 3. Ten (10) years plus an additional two percent (2%) for a total of four percent (4%); five percent
31 (5%) for Transportation employees only.
32 4. Fifteen (15) years plus an additional two percent (2%) for a total of six percent (6%); seven
33 percent (7%) for Transportation employees only.
34 5. Twenty (20) years plus an additional two percent (2%) for a total of eight percent (8%); nine
35 percent (9%) for Transportation employees only.
36 6. Twenty-five (25) years plus an additional two percent (2%) for a total of ten percent (10%);
37 eleven percent (11%) for Transportation employees only.

38
39
40 **Certification:** Twenty cents (\$0.20) will be applied to the base wages for employees in the
41 noted categories who possess certificates applicable to their position. Compensation for
42 certificates shall be limited to one (1) per person in the following categories:

- 43 A. Mechanics
44 B. Custodial
45 C. Warehouse
46 D. Security.
47
48
49

1 **Section 19.9. Building Foreman Overseeing Two Buildings.**

2 Building Foreman I (elementary school) and II (middle school) who are responsible for a District
3 School site and at least one (1) additional school facility shall be compensated at the next higher level
4 of Building Foreman on the Schedule A. The District is solely responsible for assigning multiple sites
5 and work and this assignment may change as the District's needs change. [Day shift only, example:
6 MWE Building Foreman responsible for Central Office bathrooms/fire extinguisher inspections etc.]
7

8 **Section 19.10. Differential Pay for Late Custodians.**

9 Custodians whose assigned regular shift by their manager begins at 4 pm or later will be compensated
10 an additional twenty-five cents (\$0.25) per hour for the entire eight (8) hour shift that they work. This
11 excludes special events that are assigned through the on-site overtime board outside of custodians
12 regular shift.
13

14
15
16 **ARTICLE XX**

17
18 **TERM AND SEPARABILITY OF PROVISIONS**

19
20 **Section 20.1.**

21 The term of this Agreement shall be September 1, 2018 to August 31, 2021.
22

23 **Section 20.2.**

24 All provisions of this Agreement shall be applicable to the entire term of this Agreement
25 notwithstanding its execution date, except as provided in the following section.
26

27 **Section 20.3.**

28 This Agreement will be reopened according to the following:
29

- 30 1. At any time, by mutual consent of the parties in writing;
- 31
- 32 2. As necessary, to consider the impact of legislation enacted following execution of this
33 Agreement which may arguably affect the terms and conditions herein or create authority to
34 alter personnel practices in public employment;
- 35
- 36 3. The Parties agree that State Flow through/COLA and the State amounts for insurance shall be
37 applied to Schedule A and Section 14.1.
- 38
- 39 4. Schedule A shall be re-opened annually in regard to the health care carve out (HCA) and
40 insurance only in contract year 2017-2018.
41

42 **Section 20.4.**

43 If any provision of this Agreement or the application of any such provision is held invalid, the
44 remainder of this Agreement shall not be affected thereby.
45

46 **Section 20.5.**

47 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
48 State or Federal statutes or regulations promulgated pursuant thereto.
49

1 **Section 20.6.**
2 In the event either of the two (2) preceding sections is determined to apply to any provision of this
3 Agreement, such provision shall be renegotiated pursuant to Section 20.3.

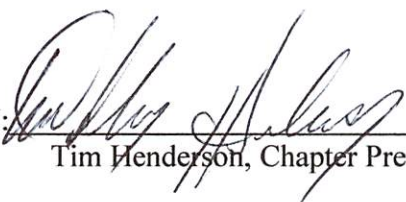
4
5 **Section 20.7. Drug Testing.**
6 The District is committed to a drug-free workplace in accordance with the provisions of the current
7 RSD Policy #5258, dated September 25, 1990. Drug testing of non-RSD employees may be performed
8 as part of the pre-employment hiring process.


9
10 **Section 20.8. Tobacco Policy.**
11 The District agrees to make smoking cessation classes available as soon as possible to the employees.
12
13 The District agrees to pay for smoking cessation classes in accordance with the current RSD policy
14 #4350, dated 9/89.

15
16
17
18
19
20
21 **SIGNATURE PAGE**
22
23
24
25
26
27
28

29 PUBLIC SCHOOL EMPLOYEES OF
30 WASHINGTON/SEIU LOCAL 1948
31
32 RICHLAND MOT (MAINTENANCE,
33 OPERATIONS & TRANSPORTATION)

RICHLAND SCHOOL DISTRICT #400

34
35
36
37 BY:  _____
38 Tim Henderson, Chapter President

39
40
41 BY:  _____
42 Tony Howard, Assistant
43 Superintendent of Human Resources

44
45
46
47
48
49
DATE: 12-19-19

DATE: 12-19-19



SCHEDULE A
RICHLAND SCHOOL DISTRICT/RICHLAND MOT PSE
September 1, 2016 - August 31, 2018

	2016-2017		2017-2018	
	STEP 1 (90%)	Step II	STEP 1 (90%)	Step II
TRANSPORTATION				
Bus Driver	\$16.71	\$18.57	\$17.01	\$18.90
Driver-Trainer	\$17.73	\$19.70	\$18.05	\$20.06
Dispatcher	\$19.01	\$21.13	\$19.36	\$21.51
GROUNDS				
Grounds Person	\$16.40	\$18.22	\$16.70	\$18.55
Grounds/Applicator	\$17.37	\$19.30	\$17.69	\$19.65
Grounds Utility	\$18.65	\$20.72	\$18.98	\$21.09
Grounds Temp	\$15.89		\$16.17	
Grounds Seasonal	\$15.89		\$16.17	
MAINTENANCE				
Mechanic II	\$21.39	\$23.77	\$23.55	\$26.16
Mechanic III	\$22.73	\$25.26	\$24.95	\$27.72
Crafts	\$21.28	\$23.64	\$21.66	\$24.07
Journeyman Crafts Structural	\$21.80	\$24.22	\$22.19	\$24.66
Journeyman Crafts Mechanical (HVAC Electrician, Plumber)	\$22.92	\$25.47	\$25.15	\$27.94
M/Mechanic Lead	\$22.92	\$25.47	\$25.15	\$27.94
WAREHOUSE				
Warehouse	\$16.26	\$18.07	\$16.55	\$18.39
Lead Warehouse	\$21.01	\$23.34	\$21.38	\$23.76
LAUNDRY				
Laundry Person	\$15.15	\$16.83	\$15.42	\$17.13
CUSTODIAL (**)				
Custodian/Swing	\$15.46	\$17.18	\$15.74	\$17.49
Swing Lead HHS/RHS	\$15.96	\$17.73	\$16.25	\$18.05
Building Foreman I	\$17.21	\$19.13	\$17.52	\$19.47
Building Foreman II	\$17.42	\$19.36	\$17.73	\$19.70
Building Foreman III	\$17.62	\$19.58	\$17.94	\$19.93
OTHER POSITIONS				
Light Delivery	\$14.19	\$15.76	\$14.44	\$16.05
Security	\$16.79	\$18.65	\$17.09	\$18.99
Print Shop Assistant	\$16.26	\$18.07	\$16.55	\$18.39

Wages for 2016-2017 reflects a total four-point eight percent (4.8%) increase for all employees and an additional one dollar and twenty-five cents (\$1.25) per hour increase for Electricians, Plumbers, HVAC and Fleet Mechanics.

Wages for 2017-2018 reflects a total one-point eight percent (1.8%) increase for all employees and an additional one dollar and twenty-five cents (\$1.25) per hour increase for Electricians, Plumbers, HVAC and Fleet Mechanics. An LOA will be drafted to reflect State COLA Increases for 2017-2018 will.

(**) Employees working on the annual Gym Floor Crew shall receive one dollar (\$1.00) above their current base wage.

Step I is 90-workday probationary rate, ten percent (10%) less than step 2.



SCHEDULE A
RICHLAND SCHOOL DISTRICT/RICHLAND MOT PSE
September 1, 2016 - August 31, 2018
(Continuation)

Certification: Twenty cents (\$0.20) will be applied to the base wages for employees in the noted categories who possess certificates applicable to their position. Compensation for certificates shall be limited to one (1) per person in the following categories: Mechanics, Custodial, Warehouse, and Security.

Monthly Insurance Allocation:

Seven hundred and eighty dollars (\$780.00) per FTE, effective September 1, 2016 pooled for Employees.

The District will contribute twenty thousand dollars \$(20,000.00) each year to the insurance pool annually in 2016-2017 and 2017-2018. This value does not accumulate.

The HCA contribution rate for 2016-2017 is sixty-four dollars and thirty-nine cents (\$64.39). The District will contribute sixty-two dollars and forty cents (\$62.40) per month and the employee will contribute one dollar and ninety-nine cents (\$1.99) per month for 2016-2017. District contributions for the HCA for 2017-2018 shall be open for annual negotiations.

Longevity:

- Five (5) years plus an additional two (2%) percent for a total of two (2%) percent.
- Ten (10) years plus an additional one and a half (1.5%) percent for a total of three and a half (3.5%) percent.
- Fifteen (15) years plus an additional one and a half (1.5%) percent for a total of five (5%) percent.
- Twenty (20) years plus an additional two (2%) percent for a total of seven (7%) percent.
- Twenty-five (25) years plus an additional one (1%) percent for a total of eight (8%) percent.

SCHEDULE A
RICHLAND SCHOOL DISTRICT/RICHLAND MOT PSE
September 1, 2018 - August 31, 2019

	Step 1 (90%)	Step 2
TRANSPORTATION		
Bus Driver	\$18.79	\$20.88
Driver-Trainer	\$19.95	\$22.16
Dispatcher	\$21.38	\$23.76
GROUNDS		
Grounds Person	\$18.45	\$20.50
Grounds/Applicator	\$19.54	\$21.71
Grounds Utility	\$20.98	\$23.31
Grounds Temp	\$17.86	
Grounds Seasonal	\$17.86	
MAINTENANCE		
Mechanic II	\$25.31	\$28.12
Mechanic III	\$26.81	\$29.79
Crafts	\$23.93	\$26.59
Journeyman Crafts Structural	\$24.52	\$27.25
Journeyman Crafts Mechanical	\$27.03	\$30.03
M/Mechanic Lead	\$27.03	\$30.03
WAREHOUSE		
Warehouse	\$18.28	\$20.31
Lead Warehouse	\$23.63	\$26.25
LAUNDRY		
Laundry Person	\$16.65	\$18.50
CUSTODIAL (**)		
Custodian/Swing	\$17.39	\$19.32
Swing Lead HHS/RHS	\$17.95	\$19.95
Building Foreman I	\$19.36	\$21.51
Building Foreman II	\$19.59	\$21.76
Building Foreman III	\$19.82	\$22.02
OTHER POSITIONS		
Light Delivery	\$15.60	\$17.33
Security	\$18.46	\$20.51
Print Shop Assistant	\$17.88	\$19.86

Longevity:

- Three years, for Transportation employees only, an additional one percent (1%).
- Five (5) years plus an additional two (2%) percent for a total of two (2%) percent; three percent (3%) for Transportation employees only.
- Ten (10) years plus an additional two percent (2%) percent for a total of four (4%) percent; five percent for Transportation employees only.
- Fifteen (15) years plus an additional two percent (2%) percent for a total of six (6%) percent; seven percent (7%) for Transportation employees only.
- Twenty (20) years plus an additional two (2%) percent for a total of eight (8%) percent; nine percent (9%) for Transportation employees only.
- Twenty-five (25) years plus an additional two (2%) percent for a total of ten (10%) percent; eleven percent (11%) for Transportation employees only.



SCHEDULE A
RICHLAND SCHOOL DISTRICT/RICHLAND MOT PSE
September 1, 2019 - August 31, 2020

	Step 1 (90%)	Step 2
TRANSPORTATION		
Bus Driver	\$19.35	\$21.50
Driver-Trainer	\$20.54	\$22.83
Dispatcher	\$22.03	\$24.47
GROUNDS		
Grounds Person	\$19.00	\$21.11
Grounds/Applicator	\$20.12	\$22.36
Grounds Utility	\$21.61	\$24.01
Grounds Temp	\$18.40	
Grounds Seasonal	\$18.40	
MAINTENANCE		
Mechanic II	\$26.07	\$28.97
Mechanic III	\$27.61	\$30.68
Crafts	\$24.65	\$27.39
Journeyman Crafts Structural	\$25.26	\$28.07
Journeyman Crafts Mechanical	\$27.84	\$30.94
M/Mechanic Lead	\$27.84	\$30.94
WAREHOUSE		
Warehouse	\$18.83	\$20.92
Lead Warehouse	\$24.34	\$27.04
LAUNDRY		
Laundry Person	\$17.15	\$19.06
CUSTODIAL (**)		
Custodian/Swing	\$17.91	\$19.90
Swing Lead HHS/RHS	\$18.49	\$20.55
Building Foreman I	\$19.94	\$22.16
Building Foreman II	\$20.17	\$22.41
Building Foreman III	\$20.41	\$22.68
OTHER POSITIONS		
Light Delivery	\$16.07	\$17.85
Security	\$19.01	\$21.12
Print Shop Assistant	\$18.41	\$20.46

Longevity:

- Three years, for Transportation employees only, an additional one percent (1%).
- Five (5) years plus an additional two (2%) percent for a total of two (2%) percent; three percent (3%) for Transportation employees only.
- Ten (10) years plus an additional two percent (2%) percent for a total of four (4%) percent; five percent for Transportation employees only.
- Fifteen (15) years plus an additional two percent (2%) percent for a total of six (6%) percent; seven percent (7%) for Transportation employees only.
- Twenty (20) years plus an additional two (2%) percent for a total of eight (8%) percent; nine percent (9%) for Transportation employees only.
- Twenty-five (25) years plus an additional two (2%) percent for a total of ten (10%) percent; eleven percent (11%) for Transportation employees only.



SCHEDULE A
RICHLAND SCHOOL DISTRICT/RICHLAND MOT PSE
September 1, 2020 - August 31, 2021

	Step 1 (90%)	Step 2
TRANSPORTATION		
Bus Driver	\$19.93	\$22.15
Driver-Trainer	\$21.16	\$23.51
Dispatcher	\$22.69	\$25.21
GROUNDS		
Grounds Person	\$19.57	\$21.75
Grounds/Applicator	\$20.73	\$23.03
Grounds Utility	\$22.25	\$24.73
Grounds Temp	\$18.95	
Grounds Seasonal	\$18.95	
MAINTENANCE		
Mechanic II	\$26.85	\$29.84
Mechanic III	\$28.44	\$31.60
Crafts	\$25.39	\$28.21
Journeyman Crafts Structural	\$26.02	\$28.91
Journeyman Crafts Mechanical	\$28.68	\$31.86
M/Mechanic Lead	\$28.68	\$31.86
WAREHOUSE		
Warehouse	\$19.40	\$21.55
Lead Warehouse	\$25.07	\$27.85
LAUNDRY		
Laundry Person	\$17.66	\$19.63
CUSTODIAL (**)		
Custodian/Swing	\$18.45	\$20.50
Swing Lead HHS/RHS	\$19.05	\$21.16
Building Foreman I	\$20.54	\$22.82
Building Foreman II	\$20.78	\$23.09
Building Foreman III	\$21.03	\$23.36
OTHER POSITIONS		
Light Delivery	\$16.55	\$18.39
Security	\$19.58	\$21.76
Print Shop Assistant	\$18.96	\$21.07

Longevity:

- Three years, for Transportation employees only, an additional one percent (1%).
- Five (5) years plus an additional two (2%) percent for a total of two (2%) percent; three percent (3%) for Transportation employees only.
- Ten (10) years plus an additional two percent (2%) percent for a total of four (4%) percent; five percent for Transportation employees only.
- Fifteen (15) years plus an additional two percent (2%) percent for a total of six (6%) percent; seven percent (7%) for Transportation employees only.
- Twenty (20) years plus an additional two (2%) percent for a total of eight (8%) percent; nine percent (9%) for Transportation employees only.
- Twenty-five (25) years plus an additional two (2%) percent for a total of ten (10%) percent; eleven percent (11%) for Transportation employees only.



ATTACHMENT A TRIP BOARD PROCEDURES

1. All regular drivers will be included on the trip board. Substitutes are not eligible to be placed on the trip board.
2. Drivers will be listed in seniority ranking order.
3. New drivers shall be placed on the trip in order of seniority.
4. Trips shall be rotated using the following procedures:
5. Trips are posted by time. The earliest time is posted first. (Example: an 8:00am, 1:30 pm and a 2:15 pm – the 8:00 am shall be posted first). New trips shall be posted for consideration before turned down trips.
6. Magnets (which include the trip number) shall be placed next to the drivers name to indicate their status, as follows:
 - A. The green magnet signifies the driver has accepted the trip.
 - B. The red magnet signifies the driver has turned the trip down.
 - C. The white rotate magnet signifies the next driver in rotation to be assigned a trip.
7. All master trip sheets will be kept in the colored binders as follows:
 - A. Yellow Binder – New trips waiting for assignment.
 - B. Green Binder – Accepted/awarded trips.
 - C. Red Binder – Turned down trips awaiting re-posting.

Procedures for Accepted Trips:

1. Drivers must indicate their acceptance of a trip at least four (4) workdays prior to the trip departure date. If a driver fails to indicate acceptance within the above timeframes, that trip shall be re-posted in the same manner as a new trip.
2. Trips that have been assigned, shall be removed from the Yellow Binder, signed by the driver accepting the trip, and then placed in the green binder.
3. Once placed in the Green Binder, management will assign a bus and indicate that assignment on the trip ticket.
4. Management will then place the completed trip ticket for that day in the plastic tray next to the trip board.
5. Drivers are responsible for checking the tray prior to departure.

Procedures for Turning Down Trips:

1. Trips that have been turned down shall be removed from the Yellow Binder.
2. The trip ticket shall be signed on the back, with date and time, by the driver turning the trip down.
3. That trip ticket will then be placed in the Red Binder for re-posting.

Procedures for Re-Posting Turned Down Trips:

1. The turned down trips shall be re-posted beginning with the trip with the earliest departure time.
2. Assignment of turned down trips shall be in the same manner as new trips.
3. Turned down trips will not be posted before new trips.

Procedures for Assigning Freebies:

1. Freebies shall be assigned based on rotation and availability.
2. If a freebie is rescheduled or cancelled a replacement trip will not be given.

Cancelled trips – Employees shall be compensated as follows:

1. Two (2) hour show up (call back) if no advance notice, if the bus has left the bus lot you will be paid for two (2) hours. If the bus has not left the bus lot, the driver will receive a number for another trip.
2. If the trip is re-scheduled with a specific time, that trip shall stay with the driver originally assigned.
3. If the trip is rescheduled for a later date, with no specific time, it shall be place back in the rotation process, and the driver will receive a number for the next posted trip.

The trip board rotation shall continue year after year.

ATTACHMENT B VACATION SCHEDULING PROCESS

The District will maintain a vacation calendar at the Support Services office and copies will be made available on-line for review at each worksite.

1. Vacations will be scheduled through the employee's immediate supervisor.
2. Vacations will be scheduled so that when there are multiple employees in a classification or job, not all members of that classification or site are on vacation at once.
3. If there are competing requests the immediate supervisor will attempt to resolve the problem working with the people involved, shall there be multiple requests on the same date, seniority shall be the deciding factor.