

COLLECTIVE BARGAINING AGREEMENT BETWEEN

RICHLAND SCHOOL DISTRICT #400

AND

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

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

www.pseclassified.org

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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.

RECOGNITION AND COVERAGE OF THE AGREEMENT

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.

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).

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

Section 1.4. Definitions.

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.

- 1 6. New Position - any position newly created within the bargaining unit and projected to be
2 ninety-one (91) calendar days or more. All new positions must be posted.
3
- 4 7. Open Position/Job - any bargaining unit position/job vacated for more than ten (10) workdays.
5
- 6 8. Temporary Position - any bargaining unit position that is projected to continue for ninety (90)
7 calendar days or less. Full-time, Regular, or temporary classified employees can fill these
8 positions.
9
- 10 9. Replacement Employee - is an employee who fills a position created by an employee on a leave
11 of absence:
12
- 13 a. Newly Hired Replacement employees shall earn benefits; current employees in
14 replacement positions shall retain benefits.
15
 - 16 b. Current employees who apply for and take Replacement Positions will be given priority
17 over outside candidates and junior employees when the move would result in an
18 increase of hours, wages, or both.
19
 - 20 c. Current employees who apply for Replacement Positions will be returned to their
21 previously held position.
22
 - 23 d. Seniority will be applied to the newly hired replacement employee.
24
 - 25 e. A newly hired replacement employee will not be allowed to transfer during the duration
26 of their time as a replacement employee.
27
- 28 10. Substitute Classified Employee - is one who is employed sporadically to fill a position of a full-
29 time, regular, or temporary classified employee in an existing position. The substitute employee
30 will not receive benefits. Substitutes working thirty (30) cumulative workdays or more will
31 receive the probationary rate as shown on Schedule A and shall receive no other benefits
32 (WAC 391-35-351).
33
- 34 a. A substitute who subs for thirty (30) cumulative workdays in multiple locations or
35 assignments will be eligible for the probationary rate. This would include, for example,
36 a Custodian who subs at multiple buildings during the period or a substitute Driver who
37 subs for different Contracted Drivers on different routes.
38
 - 39 b. Substitutes will be paid at the probationary rate after completion of the thirty (30)
40 cumulative workdays.
41
 - 42 c. Once a substitute reaches the thirty (30) cumulative workdays, they will continue to be
43 paid at the probationary rate of pay for all days subbed from that point on. Substitutes
44 will not have to re-establish the thirty (30) cumulative workday period after any period
45 of inactivity if they continue to remain eligible to work. This will also carry over to the
46 next school year.
47

1 11. Seasonal Grounds Employee: An employee who is employed from April 1 through September
2 30 annually. This position is considered a full-time, forty (40) hour per week employee during
3 the April 1 through September 30 time-period. No work will be assigned between October 1
4 and March 31 annually.

- 5
- 6 a. Seasonal Grounds employees have no contractual right to transfer to any other MOT
7 classification/position. It is understood that Seasonal Grounds employees have to apply
8 for other positions within the MOT Association just like outside-of-unit candidates.
9 Seniority for Seasonal Grounds employee(s) is specific to seniority earned as a Seasonal
10 Grounds employee and is only within the Seasonal Grounds classification and cannot be
11 used to transfer into any other within the MOT bargaining unit classification.
12
- 13 b. Seasonal Grounds employees have “right of first refusal” for the following school year.
14 A “Notice of Reasonable Assurance” prior to the end of work on September 30 will be
15 issued to inform the Seasonal Grounds employee that a position will be available
16 beginning on April 1 of the following year. Notification (in writing) must be given to
17 the District no later than March 1 if the Seasonal Grounds employee plans to return to
18 work the following year. The District is under no duty to notify Seasonal Grounds
19 employees of this requirement. If the District does not receive written notification by
20 March 1, it will post for the position as per the collective bargaining agreement; at
21 which time regular MOT employees may apply.
22
- 23 c. Holiday Pay will be paid on holidays that fall between April 1 and September 30.
24 Holiday Pay will not be paid for holidays that fall between October 1 and March 31.
25
- 26 d. Seasonal Grounds employees will accrue one (1) day per month of paid time off. This
27 time can be used as sick leave or personal leave. Any unused leave (to a maximum of
28 six (6) days per year) may be cashed out at fifty percent (50%) after work ends on
29 September 30. Seasonal Grounds employees cannot carry over a leave balance to the
30 next year.
31
- 32 e. Seasonal Grounds employees are exempt from Article XIV with the exception of
33 Section 14.5 (State Industrial Insurance) and Section 14.7 (Worker’s Compensation) of
34 the Collective Bargaining Agreement.
35
- 36 f. Seasonal Grounds employees who apply for and are hired into permanent, non-seasonal
37 positions within MOT will permanently vacate their Seasonal Grounds position without
38 contractual recourse to return.
39
- 40 g. Should a regular MOT employee (permanent, non-seasonal) apply for and accept a
41 Seasonal Grounds position, that regular MOT employee’s MOT seniority will end and
42 they will start accruing seniority within the Seasonal Grounds classification subject to
43 Section 1.4 (11)(a) above.
44
- 45 h. Should the District reduce hours or eliminate positions within the Grounds Department,
46 it is understood that Seasonal Grounds employees/positions will be the first employees
47 to have their hours reduced and or position eliminated. In the event of layoff, no

Seasonal Grounds employee, regardless of seniority, will remain on active duty at the expense of a permanent, full-time Grounds employee.

- i. Seasonal Grounds Employees are not eligible for Utility wages.
- j. Seasonal Grounds Employees are exempt from Section 7.8 (Overtime Assignments). All overtime is to be offered to non-seasonal Grounds employees prior. If Non-Seasonal Ground employees are unavailable, Seasonal Ground Employees may elect for overtime.
- k. The following Articles and Sections of the Collective Bargaining Agreement do not apply:
 - i. Section 7.2.2 (Summer Schedule)
 - ii. Article IX (Vacation) except for what is noted above.
 - iii. All Sections of Article X (Leaves) except for what is noted above and in Section 10.3 (H), 10.7 (Judicial Leave), and 10.8 (Military Leave).
 - iv. Section 11.1.3 (Trial Period) and 11.1.4 (Return Rights) – see #6 (New Position) above.
 - v. Section 15.2 (Cross Training)
 - vi. Section 19.7.3 (Uniform Program)

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.

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

Section 2.2. Reasonable Rules and Regulations.

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

1 **Section 2.3. No Strike nor Lockout.**

2 The parties agree that during the term of this Contract, there shall be no strike or other economic action
3 by the Association and there shall be no lockout or other economic action by the District. In case of an
4 impending statewide work stoppage, the Association and the District will meet to consider modifying
5 the employee work calendar.
6
7

8 **ARTICLE III**

9
10 **RIGHTS OF EMPLOYEES**
11

12 **Section 3.1. Right of Association.**

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

20 **Section 3.2. Right to Address Concerns.**

21 Each employee shall have the right to bring matters of concern of the membership to the attention of
22 appropriate Association representatives and/or appropriate officials of the District.
23

24 **Section 3.3. Right to Representation.**

25 Employees subject to this Agreement have the right to have Association representatives or other
26 persons present at discussions between themselves and the supervisors or other representatives of the
27 District as hereinafter provided.
28

29 **Section 3.4. EEO / Non-Discrimination.**

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

37 Refer to District Policy and Procedures #8900 (<https://app.eduportal.com/documents/view/717196>) for
38 specifics.
39

40 **Section 3.4.1. Harassment Free Workplace.**

41 The District and the Association is committed to providing a work environment free from
42 unlawful harassment. The District will not tolerate actions, words, jokes, or comments based on
43 an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally
44 protected characteristic. Any employee, supervisor, or bargaining unit member engaging in
45 sexual or other unlawful harassment will be subject to appropriate corrective action, up to and
46 including termination of employment.
47

1 Refer to District Policy and Procedures #5270
2 (<https://app.eduportal.com/documents/view/526198>) for specifics.
3

4 **Section 3.5. Personnel Files.**

5 There shall be one (1) official personnel file for each employee, and it will be kept in the District
6 Human Resource Office. Each employee shall have the right to see material placed in their personnel
7 file, provided the request is made at the District Human Resource Office during normal working hours.
8 Derogatory material contained in the personnel file will be removed, upon request, two (2) years after
9 its placement in the file, provided there are no related violations during the two year period. If it is
10 determined that an employee committed sexual misconduct, verbal abuse and/or physical abuse (as
11 defined per RCW.28A 400.301 Section 9) against an employee or student and the employee is not
12 terminated, the codified corrective action will be retained Pursuant to Washington State Records
13 retention schedules as provided by law The employee shall have the right to respond, in writing, to any
14 materials in the file, and such response shall become part of the file. There shall be only one (1)
15 immediate supervisor working file.
16

17 **Section 3.5.1. Derogatory Material.**

18 Any derogatory material not shown to an employee within ten (10) workdays of receipt or
19 composition of such material will not be used to discipline or discharge an employee. The ten
20 (10) days will not be enforced in the case of investigatory materials. No evaluation,
21 correspondence, other documents, or material which makes derogatory reference to an
22 employee in either character or manner will be kept or become part of the personnel file
23 without the employee's knowledge. An employee will be allowed to attach their own comments
24 which will then become part of the file. All such materials shall be signed or initialed by the
25 employee as acknowledging receipt.
26

27 Any existing supervisory file and/or working file will be purged annually, in conjunction with
28 the annual performance review. The supervisory file will only be passed on to an official or
29 maintained beyond one (1) year in the case of on-going investigatory issues. Upon the
30 termination or resignation of a supervisor, existing supervisory files may be reviewed with the
31 employee. Employees shall be informed of the existence of supervisory working files.
32

33 **Section 3.5.2. Americans With Disabilities Act.**

34 The District will comply with the Americans with Disabilities Act (ADA) as adopted on July
35 26, 1992, and any subsequent amendments.
36

37 **Section 3.6. Right to Delegate.**

38 Each employee retains the right to delegate any right or duty contained in this Agreement, exclusive of
39 compensation for services rendered, to appropriate officials of the Association, or to the Public School
40 Employees of Washington/SEIU Local 1948 (PSE) .
41

42 **Section 3.7. New Employee Orientation.**

43 The District shall provide a general orientation of new employees within the first month of
44 employment. The Support Services Department shall provide quarterly orientation meetings each year
45 for building, site, and department specific information. An Association officer shall be provided the
46 opportunity to attend the Support Services orientation meetings and be given an appropriate amount of

time to inform new employees of contractual issues. Orientation shall include information and/or training on the following:

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. Assignment and introduction to all required safety training, District and departmental operational expectations, operational training on all appropriate equipment, and any applicable chemical/biological safety information as required.

Section 3.7.1. Safety.

The District agrees to designate the administrator responsible for employee safety. The Association shall be entitled to appoint Association members to safety committees in accordance with L&I standards. Meetings will be conducted on work time and count as hours worked.

Health and safety protocols will be clearly communicated and provided in print or electronically, to all employees at each site.

Section 3.7.2. Custodian Training Program.

- A. In addition to job orientation training, custodial substitutes will be assigned to share one (1) run with a trainer for their first eight (8) hour shift at each level (Elementary, Middle School, High School).
- B. Custodians assigned by management to provide training will be paid an additional two dollars (\$2.00) during the training.
- C. Trainers shall recommend the “pass or fail” of all substitutes they train to the appropriate management officials.
- D. Trainers shall be provided all necessary documents to insure the appropriate training of substitutes in their charge.
- E. Trainers shall be assigned by seniority within each High School, Middle School, and Elementary School with two (2) full-time swing positions.

Section 3.8. Staff Protection.

The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse the employee while they are performing duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the county prosecutor for purposes of processing a case. The employee using the services of private attorneys will cover their own obligations for fees or costs incurred for the use of such services or as the court may direct otherwise.

Section 3.9. Camera Use.

- A. All bargaining unit members are advised that their behavior and conduct while on duty shall be subject to monitoring by supervisory personnel.
- B. Surveillance cameras are intended as a security device for the Richland School District to deter potential malicious activities in and around the school District property. Cameras are not intended for the real time surveillance of employee performance.
- C. Employees who may be required to view videotapes at the request of supervisory personnel shall be compensated at the normal hourly rate.
- D. Employees may be subjected to disciplinary action if they are observed during their work shift to be doing something inappropriate or that is in direct violation of school District policy. Any behavior that may be observed on a recording, that may be inappropriate or may violate policy, will be addressed in accordance with procedures outlined in the CBA.
- E. Video recordings obtained through use of District equipment are the property of the Richland School District and shall not be removed from the District without the express authorization from the Executive Director of Support Services.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Rights and Responsibilities.

The Association has the right and responsibility to represent the interests of all employees in the unit, to represent its views to the District on matters of concern and enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reason. Employee relations matters which affect the bargaining unit as a whole shall be channeled through the Association President. (Such as job postings, notification of new hires, dues sheets, etc.)

Section 4.2. New Hire Orientation.

- A. The format and content of the District orientation is up to the District.
- B. District orientations can be conducted onsite or virtually at the discretion of the District.
- C. The District will provide a PSE representative no less than thirty (30) minutes, separate from the District's orientation time, to make a presentation to new employees. District representatives shall not be present during the Association presentation.
- D. In case there is no scheduled orientation the District shall provide the Association a paid thirty (30) minute meeting for all new hires during the bargaining unit employees' work time within one (1) week of their hire date.

- E. The Union President or designee shall be granted paid release time to conduct this meeting; this time shall not count towards the release time outlined in Article VI, Section 6.2 (Time Allowed for Discussions) and 6.5 (PSE Release Time).

Section 4.3. Notice to Association and Hearings.

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

Section 4.4. Member Information.

1. The Association Officers will have access to relevant information, in the exercise of their representational duties, upon request at the District business offices during regular business hours in accordance with State and Federal laws and regulations.
2. Personnel updates (Board reports) of new hires, terminations, etc. will be reported electronically to the Chapter President, Chapter Membership Officer, and to the PSE state Membership Department membership@pseofwa.org.

Section 4.4.1. Employee Information.

During the first week of each month of an employee's hire date or change/transfer in position and two (2) times annually November 1 and March 1 thereafter, for all employees covered under PSE collective bargaining unit, the employer will provide an .XLSX digital file format to the association President or designee and membership@pseofwa.org for all employee information retained in the employers records to the Union.

The information will include:

- The employee's name and date of hire and if a change in position the new position start date.
- The employee's contact information, including:
 - Cellular, home, and work telephone numbers.
 - Work and personal email addresses; and
 - Home address or personal mailing address.
 - The employee's job title Employee ID or unique identifier
- Annual salary for contracted work performed under the collective bargaining agreement.
 - Rate of pay for contracted work performed under collective bargaining agreement.
 - Enhancements or stipends received by the employee.
 - Contracted days for work performed under collective bargaining agreement.
 - Continuing position "yes or no"
 - Primary work site location or duty station.

1 **Section 4.4.2. Seniority List.**

2 Seniority lists for each job classification will be updated by November 1 of each year and
3 posted in each worksite. A copy of the list will be provided to the Association President prior to
4 final distribution. The Association and District shall have twenty (20) workdays to reconcile
5 any errors on the Seniority List.
6

7 **Section 4.5. Delegation.**

8 The Association reserves and retains the right to delegate any right or duty contained herein to
9 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 (PSE).
10

11 **Section 4.6. Use of Equipment.**

12 The Association shall be entitled to use, when available, the following District equipment for
13 Association Business: copiers, email, fax machines and computers. The Association shall pay the cost
14 of any consumable materials including paper, toner, etc. The Association will be required to follow the
15 appropriate District policies in effect when using any District equipment. The Association will be
16 allowed to use the in-District mail service, electronic mail or other communication service used to
17 communicate with classified employees.
18

19 **Section 4.7. List of Temporary Positions.**

20 The District will provide the Association President or their designee, each month, a current list of
21 temporary positions and hours worked.
22

23 **Section 4.8. PSE Field Staff.**

24 The PSE field staff, upon making their presence known to the District, shall have access to the District
25 premises during business hours, provided, that no conference or meetings between employees and PSE
26 Field Staff will in any way hamper or obstruct the normal flow of work during the employees work
27 time.
28

29 **Section 4.9. Bulletin Boards.**

30 The District shall provide bulletin board space in each building for the use of the Association. The
31 bulletins posted by the Association are the responsibility of the officials of the Association. Each
32 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
33 bulletins may not be posted. There shall be no other distribution or posting by employees or the
34 Association other than herein provided and provided in Section 4.5 (Delegation). The responsibility for
35 the prompt removal of notices from the bulletin boards after they have served their purpose shall rest
36 with the individual who posted such notices.
37

38 **Section 4.9.1. Job Posting.**

39 The District administrative offices are designed as the official job-posting center. During the
40 summer months, job announcements shall be posted for no less than two (2) weeks to allow
41 ample opportunity for all employees to review these postings. The District job website address
42 shall be posted on all official bulletin boards.
43

44 For the purposes of this section only, with regard to position postings -- summer months are
45 defined as: The first Monday after the release of school to one (1) week prior to the first
46 official day of school.
47

1 **Section 4.10. Meeting Sites.**

2 The Association shall be allowed to use District buildings for Association meetings with the approval
3 of the Facilities Coordinator.
4

5 **Section 4.11. Written Communications.**

6 All written communication intended to inform bargaining unit employees of employment issues or
7 changes shall be typed, dated and the author shall be identified.
8
9

10 **ARTICLE V**

11 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

12 **Section 5.1. Scope of Negotiations.**

13 It is agreed and understood that appropriate matters for consultation and negotiation are grievance
14 procedures, wages, hours, and working conditions.
15
16

17 **Section 5.2. Scope of Consultation.**

18 It is further agreed and understood that the District will consult with the Association, and meet with the
19 Association upon its request, in the formulation of any changes being considered in existing benefits,
20 policies, practices, and procedures.
21
22

23 **Section 5.3. Job Descriptions.**

24 In the event that a new job category is established, the wage rate shall be negotiated with the
25 Association before it is established. In the event that good faith negotiations result in impasse for the
26 new job, the District will implement the proposed wage rate.
27

28 **Section 5.4. School Calendar.**

29 The District shall provide copies of the draft school calendar to the Association President prior to any
30 implementation, and bargain the impact on employee work schedules, upon request.
31
32

33 **ARTICLE VI**

34 **ASSOCIATION BUSINESS**

35 **Section 6.1. Labor Management Committee (LMC).**

36 The Labor/Management committee is designed to allow the parties to meet at mutually scheduled
37 times to discuss appropriate matters that do not require negotiations. The purpose of this committee is
38 to mutually discuss and resolve appropriate matters. The committee shall consist of the Association
39 President and three (3) members chosen by the Association, and the Executive Director of Support
40 Services and three (3) management representatives chosen by the District. These committee meetings
41 will be held at a mutually agreed upon time.
42
43
44

45 **Section 6.1.1. Cultural Competency on Equity, Diversity, and Inclusion.**

46 The Labor Management Committee as defined in the CBA is committed to discussing cultural
47 competency, equity, diversity, and inclusion during the term of this agreement. The LM
48 Committee may mutually agree to participate in workshops on this topic and/or provide

1 training and information to bargaining unit members and managers. Any workshops, planning
2 work, training, or discussions specific to this topic that are outside of paid time will be paid at
3 the employee's hourly rate (e.g., labor management meetings are already paid).

4
5 **Section 6.2. Time Allowed for Discussions.**

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

10
11 **Section 6.2.1. Officers List.**

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

14
15 **Section 6.3. Investigation and Consultation.**

16 Association representatives may receive and investigate to conclusion complaints or grievances of
17 employees, and thereafter advise employees of rights and procedures outlined in this Agreement and
18 applicable regulations or directives for resolving the grievances or complaints. The Association may
19 consult with the District on complaints without a grievance being made by an individual employee and
20 may pursue the matter to conclusion.

21
22 **Section 6.4. Meetings / Negotiations Minutes.**

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

27
28 **Section 6.5. PSE Release Time.**

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

35
36 **Section 6.6. Association Business.**

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

40
41 **Section 6.7. Board Policy Manuals and Updates.**

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

ARTICLE VII

HOURS OF WORK AND OVERTIME / PREMIUM RATES OF PAY

Section 7.1. Hours of Work and Overtime.

Section 7.1.1. Work Day.

One (1) working day consists of a scheduled start time and a scheduled stop time within one calendar day containing eight (8) or more working hours (Transportation excepted).

Section 7.1.2. Work Week.

One standard work week is five (5) consecutive work days.

Section 7.1.3. Overtime Calculations.

All work in excess of forty (40) worked hours in one (1) work week shall be considered overtime and shall be compensated at the rate of one and one-half (1 ½) times regular pay rate. For the purposes of overtime calculation within a standard work week, holidays, and approved vacation and/or personal leave are considered hours worked.

Section 7.1.4. First and Second Day of Rest Compensation.

All hours worked on the sixth consecutive day (the first day of rest) shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay. All hours worked on the seventh consecutive day (the second day of rest) shall be compensated at the rate of two (2) times the employee's regular rate of pay. Transportation employees shall be compensated as noted in Section 7.13.

Section 7.1.5. Schedule Flexing Prohibition.

Employees will not be assigned to a work schedule that flexes their daily hours worked for the purpose of circumventing overtime hours accrual.

Section 7.1.6. Compensatory Time.

Compensatory time off with pay in lieu of overtime pay may be granted if the employee so requests and management approves.

Section 7.1.7. Early Call in for Snow/Ice removal

Staff who are required to perform snow/ice removal work prior to the start of their regularly scheduled work shift will be compensated at 2x regular pay for the hours worked prior to the start of their regular scheduled start time. Compensation rates return to normal at the start of their regular shift. All hours compensated at 2x under this section will not be calculated with any overtime accrued beyond the forty (40)-hour work week. Staff must complete their regular assigned shift except when such work would leave less than eight (8) hours of rest time between workdays.

Section 7.2. Schedules.

Section 7.2.1. Alternative Shifts.

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

Section 7.2.2. Non-Standard Work Weeks.

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

Section 7.2.3. Security Staff Flex Schedule.

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

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

Section 7.2.4. Shift / Work Week Change Notice.

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

Section 7.2.5. Non-School Day Shift Change for Evening Shift.

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

Section 7.2.6. Evening Shift to Day Shift Assignment.

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

Section 7.2.7. Summer Schedule.

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

- A. Four (4) ten (10) hour workdays, staggered to cover a five (5) day work week.
- B. Early starting times to enable an early end to the individual shifts.

- 1 C. An extended workday for four (4) days per week to enable a half-day schedule for
2 each Friday.
3 D. Or any other alternative schedule agreed to by the Immediate Supervisor and the
4 employee.
5

6 Vacation and Leave banks will be charged accordingly to the shift worked. Building custodial
7 teams will select their summer schedule and everyone on the building team will work the same
8 shift. If the building teams cannot reach a decision, then the default summer schedule is the
9 regular, Monday through Friday, eight (8) hour shift. No other shift configurations will be
10 considered.
11

12 **Section 7.3. Rest Periods.**

13 Rest periods of fifteen (15) uninterrupted minutes, with pay, shall be granted for each four (4) hours of
14 working time. Rest periods shall be scheduled at the midpoint of each four (4) hours of work time and
15 will not be taken at the end of the shift or combined with the lunch period without prior approval of the
16 immediate supervisor.
17

18 **Section 7.4. Meal Periods.**

19 Meal periods shall be thirty (30) uninterrupted minutes, without pay, established near the midpoint of
20 the employee's work shift. In the event that the employee is required by their immediate supervisor or
21 building administrator to remain on duty during the meal period and is therefore required to forego the
22 meal period or any portion thereof, the employee shall be compensated for the foregone meal period,
23 or portion thereof, at the appropriate rate. In the event that the employee and the supervisor mutually
24 agree, the regular meal period will be taken at another time during the shift, without compensation, or,
25 only at the option of the employee and with the approval of the supervisor, the employee may leave the
26 work site early to compensate for the lost meal period.
27

28 **Section 7.5. End of Shift Cleanup.**

29 A maximum of fifteen (15) minutes shall be allowed at the end of each shift for cleanup. Contracted
30 Driver clean-up is defined in the transportation section of this Agreement.
31

32 **Section 7.6. Holidays Worked Compensation.**

33 All hours worked on a holiday as provided hereinafter shall be compensated at the rate of two (2) times
34 the employee's regular rate of pay.
35

36 **Section 7.6.1. Holiday Schedule Options.**

37 The District shall make every effort not to book evening activities on the days identified below.
38 However, in the event that evening activities are booked on those days, employees will be
39 given the option of workdays or taking an authorized leave. If no employee opts to work these
40 evening activities, the District may make alternative arrangements, including the use of
41 substitutes:
42

- 43 A. Thanksgiving Eve (early release)
44 B. Christmas Eve (non-school day)
45 C. New Year's Eve (non-school day)
46

Section 7.7. Call Back Compensation.

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

Section 7.7.1. On Call or Availability Pay.

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

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

Section 7.8. Overtime Assignments.

The District will authorize and approve overtime as and when needed. Site/Classification Overtime Boards. Overtime Boards shall be established at the beginning of each year (September), as follows:

Custodial: at each job site
Warehouse (including light delivery): classification
Transportation: see Sections 7.14, 7.19 for O/T and Trip Board Process
Grounds: classification
Maintenance: classification, as appropriate
Security: site, then Rivers Edge, then Classification
Print Shop: classification

- A. Accumulated Overtime hours will not carry over each year; boards will run from September 1 through August 31 of each year.
- B. All available overtime shall be posted and recorded, in advance, on the appropriate overtime board for each classification or at each work site.
- C. Overtime shall initially be distributed by seniority at each site/classification.
- D. After the initial overtime board set up and distribution based on seniority - overtime shall then be distributed among employees at each job site or classification, according to the employee with the lowest number of accumulated overtime hours, as defined in Section 1.4, and provided that the employee is available and qualified to accomplish the required work.
- E. The supervisor, with assistance from the building foreman, will make a reasonable effort to notify the next eligible employee(s) of available overtime assignments as soon as possible after the need for overtime is known.
- F. The supervisor with assistance from the building foreman, will record and make available for inspection, at each site/classification overtime board, all overtime hours available and all

overtime hours (actual) worked by the employees listed on that site/classification overtime board.

- G. Employees are not responsible for the upkeep of the overtime boards. However, building Foreman shall assist the supervisor in the maintenance and upkeep of said boards.
- H. Employees may refuse an overtime assignment; however, those refused hours shall be calculated in the total accumulation of overtime hours.
- I. In the event an employee refuses overtime, those hours shall be offered to the next eligible employee. The process shall be repeated until the overtime is assigned.
- J. If there is no employee who voluntarily accepts the overtime, management may assign such work to the employee with the least O/T hours worked (excluding refused O/T) at the site, or within the classification.
- K. Employees will not be eligible for overtime that occurs during time taken as vacation. However, any hours that may be available shall not be counted as refused and shall be offered to the next employee on the overtime board.
- L. Employees who call in sick on Fridays shall not be eligible for scheduled weekend overtime work.
- M. In the event of an emergency requiring immediate attention, the provisions of Section 7.8 may be set aside to address the situation.
- N. Employees may not perform overtime tasks without appropriate authorization; however, employees will not be denied appropriate payment when the task requiring overtime was unavoidable and prior authorization could not be obtained. (Intent – those employees who may have to “work” extra time — because a function ran long)
- O. Compensatory time shall be administered per FLSA, including the approval of the employee’s supervisor.
- P. Employees may accrue and maintain up to a maximum of one (1) contracted workweek of compensatory time during their contracted work year.

Section 7.8.1. Non-site Classification Overtime List.

- A. In the event that no employee at the site or within the classification accepts the overtime, Management withdraws, reschedule or modify the overtime, or if the overtime is to proceed, shall offer the available time to bargaining unit employees in accordance with seniority, availability, and qualifications.
- B. Management shall establish, twice (2) a year (September and March), a non-site/classification overtime list.

C. Employees who refuse O/T three (3) consecutive times, shall be removed from the list until the next available sign-up time. (Reasonable efforts shall be made to reach employees, however, a no contact is not to be considered a refusal or a bypass.)

D. Those employees desiring to be considered for the non-site/classification overtime list must place their name on the list no later than November and March of each year.

E. Any issues related to this process will be reviewed in Labor Management Meetings.

Section 7.9. Temporary Transfer Compensation.

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

Section 7.9.1. Temporary Assignment.

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

Section 7.9.2. Temporary Night Leads.

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

Section 7.10. Working at Heights, Confined Spaces.

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 and WAC 296-880 Unified Safety Standards for Fall Protection.

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 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 their designee. The District will meet with the Association President and or their 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 their 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 Classification.

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

Section 7.11.2. Contract Work List.

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

Section 7.11.3. Turndown Process.

The District and PSE shall follow the process of turn down of service outlined in Attachment C. This process will document the scope of work for the requested turn down and the reason(s) why management is seeking to use an outside vendor to perform this work.

Section 7.12. Inclement Weather Closure.

In the event of an unusual closure due to inclement weather, emergency situation impacting the District, 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 if they are not to report 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.

TRANSPORTATION ONLY

Section 7.13. Definitions.

1. Contracted Driver (CD): CDL License/First Aid/CPR/Current Physical - bids on routes by seniority and is responsible for transporting District students.
2. Bus Attendant: Bids on routes by seniority, is responsible for assisting during transporting District students. Refer to job description.
3. Dispatcher: Plan, coordinate, and dispatch Contracted Drivers and Bus Attendants for the daily schedule of to/from routes for regular and special programs, sports, and extracurricular activities. Manage leave calendar and trip schedule as needed. Drive if needed with current Class "B" CDL with School Bus endorsement/First Aid/ CPR/ Current DOT Physical.
4. Router: Planning and determining all pupil transportation routes to ensure safe, timely and efficient transportation. Drive if needed with current Class "B" CDL with School Bus endorsement/First Aid/ CPR/ Current DOT Physical.
5. Dispatcher/Router: A combination of both Router and Dispatcher responsibilities.
6. Mechanic: Repair, service, maintenance of buses, vans, cars and other District vehicles and related equipment.

- 1 7. Run: The AM or PM portion of a route or linked route (home to school to home).
- 2
- 3 8. Route: Combined AM and PM run, which can consist of two (2) or more runs.
- 4
- 5 9. Midday: A run that can't be defined as AM or PM and is generally between 10:00 a.m. and
- 6 1:00 p.m.
- 7
- 8 10. Assignment: Combination of all daily time, including runs, routes, middays, pre-and post-trip
- 9 times.
- 10
- 11 11. Pre/post times: Fifteen (15) minute pre-trip inspection for each run and fifteen (15) minute
- 12 post trip (any pre-trip/post trip time exceeding sixty [60] minutes per day must be pre-approved
- 13 by the Director).
- 14
- 15 12. Summer School Transportation Program: This scope of work for Contracted Drivers and Bus
- 16 Attendants is not included in bid fair, nor contracted. This work occurs during the summer
- 17 break.
- 18
- 19 13. Inclement Weather: Contracted Drivers may arrive (15) minutes early at their discretion to
- 20 prepare or warm their bus up when:
- 21
- 22 a. There is snow and/or ice present on the bus.
- 23 b. The ambient air temperature is 32F or less.
- 24
- 25 14. Trip: Bus transportation assignments other than regular daily scheduled runs/routes. All trips
- 26 shall be posted on the Transportation Trip Board except as noted below.
- 27
- 28 A. Group/Cluster Trips: Is defined as five (5) or more buses transporting students to the
- 29 same event, on the same day. These trips will also have the same return or release time
- 30 from the event. These trips will not be posted on the Transportation Trip Board; even if
- 31 the Group/Cluster Trip drops to four (4) buses or less it will remain as a Group/Cluster
- 32 Trip. Trips on the Trip Board will remain on the trip board. Group/Cluster Trips will be
- 33 awarded based on seniority and availability of those Contracted Drivers signing the
- 34 signup sheet.
- 35
- 36 B. Overnight Trips: The transportation of students to and from a location that includes at
- 37 least one night in a hotel.
- 38
- 39 C. Freebie: Trips with less than twenty-four (24) hours' notice this includes those trips
- 40 previously assigned but turned back due to illness, unavailability, or other
- 41 circumstances. Freebies are not posted on the trip board but are awarded on a rotating
- 42 and availability basis.
- 43
- 44 D. Special Olympics: Posted and awarded based on the most senior Contracted Drivers
- 45 who are closest in proximity of students needing transportation to the Special Olympics
- 46 event. Only Contracted Drivers will be utilized to transport students for Special
- 47 Olympics.
- 48

1 E. Transportation in the Tri-Cities: The transportation of students within the area of
2 Richland, Pasco, and Kennewick will continue with the practice that all trips occur as
3 two-way trips when there are students who need return transportation. However, student
4 transportation within the Richland School District may be limited to the delivery of the
5 students to the playing site only (one-way trip), this occurring when students will not be
6 returning on District provided transportation and according to District policy (e.g.,
7 parent pickup).

8
9 F. Shuttle: Transfer of students - school to school, worksite, any District approved facility
10 (this includes a one [1] way shuttle). Award based on seniority and availability of
11 Contracted Drivers at home school.

12
13 15. "Hours owed" to fulfill contract: Employees whose contract hours differ from their actual
14 drive/attendant time will participate in a process hereinafter known as "hours owed". Hours
15 owed may be "paid" back to the District in the following manner before the end of the next pay
16 period:

- 17
18 A. Personal Leave
19 B. Hours Deducted from pay
20 C. Compensatory time stored
21 D. Fill in work (Related to their regular job duties)
22 E. Meetings
23 F. Trainings (Safe Schools or other supervisor approved training)
24 G. Trips (for Contracted Drivers at the option of the employee)

25
26 It is the responsibility of the employee to indicate their availability on the availability list to be
27 considered for extra work to fulfill their contracted time.

28
29 16. Continuous Time: Is defined as that time between an employee's AM or PM high school and
30 elementary school portion of their run – Monday through Friday. This time is incorporated into
31 the route times and this time is not included in the hours owed. During conferences when
32 elementary students are taken home prior to secondary students, Contracted Drivers will not
33 accrue extra time for choosing to lay over between runs; nor will they be negatively impacted
34 on dates both high school and elementary students attend school.

35
36 17. Flow Through: Is defined as time between an employee's route(s). Flow through will be
37 applied to all time of thirty (30) minutes or less between routes. All time less than thirty (30)
38 minutes between regularly scheduled bus runs shall be counted as hours worked.

39
40 18. Original Bid Time: This is the daily shift of the Contracted Driver at the conclusion of the bid
41 fair. This time shall not be involuntarily decreased once the bid fair has concluded. After the
42 conclusion of the bid fair, loss or gain of time shall be governed by the remainder of the
43 "transportation only" section, but in no event, will a Contracted Driver or Bus Attendant
44 involuntarily be reduced below the August Bid Fair time. Bid time must incorporate
45 pre/post/etc. as a complete assignment.

19. Transportation Replacement Positions:

- A. A position created by an employee on a leave of absence and may be posted for employee consideration.
- B. Current employees who apply for a Replacement Position will be given priority over outside candidates only when the move would result in an increase of hours, wages, or both.
- C. Employees who take a replacement position will not be returned to their previous assignment.
- D. At the conclusion of the replacement leave, the returning employee will be returned to all their previously held hours (not route).
- E. Seniority will be applied to the newly hired replacement employee.
- F. A newly hired replacement employee will not be allowed to transfer during the duration of their time as a replacement employee.
- G. When a Contracted Driver/Bus Attendant has been granted a leave of absence, the duration of which is expected to be ninety (90) workdays or more, their assignment will be considered open and put up for bid within five (5) workdays of the beginning of the leave of absence. The most senior employee bidding for the assignment will be assigned to the route. A Contracted Driver/Bus Attendant granted a leave of absence, the duration of which is expected to be less than ninety (90) workdays, will retain their route until the time of return. During the employee's absence, if no Contracted Driver/Bus Attendant is available to fill in any portion of the Contracted Driver's assignment, the assignment shall be filled by a substitute employee. If an employee fails to return within the ninety (90) workday period, the route will then be opened for bid.

Section 7.14. Overtime – Transportation.

Transportation employees shall be paid overtime in accordance with Section 7.1. Contracted Drivers shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked on Saturdays and Sundays without consideration of the forty (40) hour workweek threshold in Section 7.1. Compensatory time may be accrued in accordance with Section 7.8 (D)

Section 7.15. Hours Owed Process.

- 1. In the event Contracted Drivers/Bus Attendants, have lost part of their route, programs have not started, the Contracted Driver/Bus Attendants may request this time be added to hours owed in lieu of being present/on stand-by during their contracted hours. Hours owed will be computed by the Director of Transportation and reviewed with the Contracted Driver/Bus Attendant. That time will be used in accordance with the hours owed agreement.
- 2. Hours owed will be tracked on a school year basis.
- 3. Employees who have not paid back owed time on the last week of school may request to have a set amount spread out and deducted over July and August.

Section 7.16. Transportation Bid Process.

1. Management and MOT Representatives may request to meet prior to bid fair to discuss the process and all written information that should be included in the bid fair.
2. Employees will receive their bid date and time in the annual in-service letter and email that will be sent by the last workday of July. Employees who have not received notification by the last workday of the first week in August need to contact the transportation office.
3. The bid process shall take place in August and will continue until all AM and PM runs/midday's are bid.
4. Up to five (5) hours shall be the allocated time frame for the route bidding process and to prepare for the start of school. This allocated time frame shall also be applied for Bus Attendants. This time shall include fifteen (15) minutes for route reviews, fifteen (15) minutes for route selection, and fifteen minutes (15) for route contract signing. After route selection, the following will be accomplished; route book updating, assigned bus, cleaning, and installation of restraints, fueling and new route driving if desired by the Contracted Driver/Bus Attendant. The Transportation Supervisor or designee may authorize additional time if needed to complete all tasks. The above items may be accomplished over a several day period, so long as they are accomplished prior to the first day of school.
5. Contracted Drivers/Bus Attendants will be contracted for the actual number of days they actually transport students according to the calendars for each program. If alterations should occur after the start of school, it is understood that Contracted Drivers/Bus Attendants will either have their contracts modified as necessary or fulfill any time in which they are being paid or include such time into "hours owed" per Section 7.14 (Hours Owed Process).
6. The District shall combine and present secondary/elementary/pre-K routes, runs, and middays for Contracted Drivers/Bus Attendants to view at least three (3) workdays and shall be available to view at the bus lot and employee online. They will not be severable and will be bid on as presented.
7. The following information will be provided on bid sheets: route number, school name, stick maps and estimated assigned student number. Lists that SPED routes may or may not contain special equipment.
8. The bargaining unit recognizes that it is the responsibility of each individual employee to be aware of their bid date and time. In the event that an employee arrives more than fifteen (15) minutes late of their scheduled bid time, the next less senior Contracted Driver or Bus Attendant will be allowed to bid at their scheduled time. If the more senior Contracted Driver or Bus Attendant shows up while a less senior Contracted Driver is in the process of writing their contract with management, the more senior Contracted Driver or Bus Attendant will be allowed to bid once the less senior Contracted Driver or Bus Attendant contract has been completed. In the event a more senior Contracted Driver or Bus Attendant arrives more than fifteen (15) minutes late, that Contracted Driver or Bus Attendant will be inserted into the next available bid.
9. Contracted Drivers may bid on any routes, runs, middays totaling up to forty (40) hours a week.

10. Bus Attendants shall bid after the conclusion of the Contracted Driver bid fair and will continue until all AM/PM, and midday runs are bid.
11. At the conclusion of the Bus Attendant bid, the routes shall be combined and considered a “package”.
12. If a Contracted Driver or Bus Attendant is unable to attend for any reason, the Contracted Driver or Bus Attendant can choose someone to bid for them. All proxies must be in writing and should include the name of the party bidding on their behalf.
13. Generally, buses will be bid by seniority. However, the following areas shall be identified and discussed between the parties in order to identify the availability of buses for bidding purposes:
 - A. Route Composition (need for a specific bus).
 - B. Special Needs students.
14. All information will be kept from year to year for review by Management, Association and Contracted Drivers or Bus Attendants and updated to ensure the Bid Fair is successful.

Section 7.17. Fill In Work.

1. Those Contracted Drivers or Bus Attendants, whose time permits, will be allowed to fill in on any available assignments. Contracted Drivers or Bus Attendants will be selected to perform fill in work assignments in the following order:
 - A. To fill lost hours from their original bid by availability, seniority, and proximity
 - B. To make up hours owed by availability seniority and proximity
 - C. Availability by seniority and proximity

The availability list shall be posted each afternoon, by one (1) PM and Contracted Drivers or Bus Attendants desiring to be considered for fill in work must indicate their availability on the “availability list” to be considered for fill in assignments the next day.

Any employee indicating CTO on the availability list must apply those worked hours to their CTO balance.

Once the fill-in assignments are made, those assignments shall not be redistributed because of a sudden employee absence or transportation cancellation. Assignments will be posted each morning, no later than 9:00 a.m., for transportation personnel.

2. The available work will be distributed among as many Contracted Drivers or Bus Attendants who sign up to work as possible, providing an equal opportunity to obtain extra hours by all, ensuring that Contracted Drivers or Bus Attendants owing time are assigned work first to fulfill their contract. The largest single run will be assigned to the most senior Contracted Driver or Bus Attendant and so on.

3. Once fill-in assignments are made, those assignments shall not be redistributed because of a sudden employee absence or transportation cancellation. Assignments will be posted each morning, no later than 9:00 a.m., for transportation personnel.
4. CDL certified employees, who are not transportation employees, will not be required to substitute as a Contracted Driver, and are not considered eligible for “fill-in” work except in the case of an extreme emergency.

Section 7.18. Changes to Routes.

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

Section 7.18.1. Adding Route Time.

- A. After the bid process, employees can continue to add additional time up forty (40) hours per week. If an employee would go into overtime, they would not be eligible for the additional time.
- B. New or additional time of thirty (30) minutes or more shall be formally posted and awarded in accordance with seniority and availability.
- C. Available transportation time of less than thirty (30) minutes shall be awarded in accordance with seniority and proximity with the following criteria:
 1. A Contracted Driver or Bus Attendant who is in “Hours Owed status to fulfil their contract time.”
 2. Will be offered by management to Contracted Drivers or Bus Attendants by seniority who can accommodate the new work within their daily route without going into overtime of those employees who signed the posted consideration notice.
- D. Route time (including Flow Through time) added outside of the August Bid Fair is not protected as Original Bid Time.

Section 7.18.2. Bidding Off and/or Changing Routes.

- A. Employees may bid on any new or open runs/routes/midday’s.
- 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/Pre-K; special circumstances shall be resolved on a case-by-case basis after consultation with management, the Association, and the employee.
- C. Contracted Driver/Bus Attendant may only bid off portions of their package if the swap of work would result in an increase of one (1) hour per week or more. In all other cases,

the Contracted Driver/Bus Attendant must vacate their entire package to bid on open assignments.

D. 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.

E. Midday runs, and other student specific runs are separate, and may be vacated separately or completely by Contracted Drivers.

Section 7.18.3. Reduction of Route/Time.

A. Contracted Drivers or Bus Attendants will not lose time from their original bid unless they voluntarily accept a reduction in time.

B. If a Contracted Driver or Bus Attendant route decreases after the bid, that Contracted Driver or Bus Attendant 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 Contracted Driver or Bus Attendant loses time and does not wish to voluntarily accept a reduction in time, that Contracted Drivers' or Bus Attendants' 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, Contracted Driver or Bus Attendant may ask that the unfulfilled time be added to their hours owed.

D. Contracted Drivers or Bus Attendants who do not have midday routes will not be required to begin performing midday routes to recoup time lost under this situation.

E. Contracted Drivers or Bus Attendants 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. (Fill In Work)

Section 7.19. 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. 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. Employees will be kept whole for any missed contracted time on the next contracted work shift(s) until the required rest time hours have been completed. The employee must notify the designated supervisor and note the hours missed with the specified code provided by management.

4. Employees will receive a minimum of (8) eight hours of pay at the applicable rate for each day of overnight trips except on the day of return. On the day of return the employee will receive a

minimum of (8) hours when returned to the bus lot at 1:00 p.m. or later. Hours worked on any day over the minimum allotted daily time will be paid at the applicable rate.

5. Employees other than Contracted Drivers as defined in Section 7.13 (Definitions) shall not be permitted on the Trip Board unless there are no other regular Contracted Drivers available.

Section 7.20. Non-Bargaining Unit Transportation.

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

1. When no RSD buses or Contracted Drivers are available to transport students for the requested trip.
2. When no District funds are being used for the trip and either the destination is over one hundred seventy-five (175) miles one way, or the trip includes an overnight stay. This excludes all trips that stop at Silverwood.
3. When the storage of instruments, luggage and personal items is more than the capacity of the District buses and designated trailers.
4. Trips to state playoff competitions may use alternative modes of transportation.
5. Trips to District and regional competitions will use District buses (or vans if applicable per Section 7.19.1 [Van/Vehicle Use]) and RSD Contracted Drivers.
6. The parties agree that the District will continue to notify the Association of its intent to use alternative modes of transportation using the notification process in keeping with the established practices and intent of Article VII, Section 7.11 (Jurisdiction of Work) of the CBA.
7. The District will provide all relevant information concerning the trip including the rationale for using alternative modes of transportation per the parameters listed above.

Section 7.20.1. Van/Vehicle Use.

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

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays.

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

- | | |
|--------------------------------|---------------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King, Jr. Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving Day |
| 4. Memorial Day | 11. Day before or day after Christmas |
| 5. Independence Day | 12. Christmas Day |
| 6. Juneteenth | 13. New Year's Eve Day |
| 7. Labor Day | |

Section 8.2. Unworked Holidays.

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

Section 8.3. Holiday Compensation While on Vacation.

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

Section 8.4. Years in Excess of 260 Work Days

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

ARTICLE IX

VACATION

Section 9.1. Vacation Credit.

During the first year of employment, full-time employees receive one (1) day vacation credit for each month worked, or major portion thereof, to a maximum of ten (10) days. Upon completion of one (1) 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
8	17
9	18
10	19
11	20

<u>Years of Service</u>	<u>Days of Vacation</u>
12	21
13 or more	22 (1992-93)

Section 9.2. Vacation Legacy.

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

Section 9.3. Vacation Carry Over.

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. Vacation Credit.

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

Section 9.5. Vacation Use and Approval.

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. Vacation Pay Upon Termination.

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

ARTICLE X

LEAVES

Section 10.1. Intent.

Employees in the District have access to a variety of leave options based on their personal circumstance. The intent of this Article is to provide general guidelines for each leave option. The District will follow current legal guidance for any State or Federal leave option and the Human Resources Department is committed to an interactive process with employees to support their needs. Employees may make leave requests to their immediate supervisor or HR and for leaves of more than one week are required to work with the District's Human Resources Office to coordinate leave options, start and end dates of leave, and concurrent or consecutive use of leave as allowed by statute.

Section 10.2. Table of Contents.

<u>Type of Leave</u>	<u>Section</u>	<u>Status of Leave</u>
Sick Leave.....	10.3.....	Paid until exhausted
Sick Leave Buy-Back and Cash-Out.....	10.3.1.....	
Sick Leave Sharing.....	10.3.1.1.....	
Excess Compensation Clause.....	10.3.1.2.....	
Family Medical Leave Act (FMLA).....	10.3.2.....	Up to 60 days unpaid leave
Washington Paid Family Medical Leave.....	10.3.3.....	Unpaid within state-determined limits
Parental Leave (Maternity, Paternity, Adoption, Foster).....	10.4.....	Paid/unpaid within limits
Personal Leave.....	10.5.....	Paid until exhausted
Bereavement.....	10.6.....	Paid within limits
Judicial.....	10.7.....	Paid within limits
Military.....	10.8.....	Paid within limits
Leaves of Absence.....	10.9.....	Paid or unpaid
Faith or Conscience Leave.....	10.10.....	Unpaid within limits
Worker's Compensation.....	10.11.....	Paid or unpaid within limits

Section 10.3. Sick Leave.

- A. Each employee shall accrue one (1) day of sick leave for each calendar month worked.
- B. Newly hired employees will receive a pro-rated amount of sick time for the month hired based on the number of days worked and hours per day.
- C. Less than full-time employees shall accrue prorated sick leave in accordance with average hours worked per day and months worked per year.

- D. Sick leave shall be vested when earned and shall accumulate up to the number of days in the employee's work year pursuant to State law.
- E. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.
- F. Sick leave benefits shall be paid on the basis of hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.
- G. If 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 cost of salary and benefits for those days (or fractions thereof). If the amount of deduction exceeds the amount of the last paycheck, the employee is financially responsible for the overage back to the District.
- H. Should an employee's absence exceed five (5) workdays, the District will require verification from a health care provider that an employee's use of paid sick leave is for an authorized purpose (reference RCW 49.46.210). The District will not require that the information provided explains the nature of the condition.
- I. Employees are authorized to utilize sick leave for any of the following reason (reference RCW 49.46.210):
- 1) To provide cared for a family member with mental or physical illness, injury, or health condition.
 - 2) To provide care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition(s).
 - 3) To provide care for a family member who needs preventative medical care for a family member with mental or physical illness, injury, or health condition.
 - 4) Family means any of the following (including future changes/additions set by state or federal statute):
 - a. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status.
 - b. A biological, adoptive, de factor, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

- c. A spouse.
- d. A registered domestic partner.
- e. A grandparent.
- f. A grandchild.
- g. A sibling.

- 5) Family illness is noncumulative and is deducted from sick leave.
- 6) Employees who are not eligible for vacation and have exhausted all other paid leave may, in the event of a serious illness or serious accident in the employee's immediate family, request up to five (5) days in any one (1) year of family illness leave by making such request to the Human Resource Department. Immediate family includes spouse, spousal partner, a child, stepchild, adopted child or legally dependent family member. This leave is separate from any other leave bank.
- 7) Any denial for time off shall require a written reason from the District.
- 8) Emergency leave will be granted and deducted from sick leave. An emergency is defined as a problem that must have been suddenly precipitated and must be of such nature that preplanning was not possible, and of a nature that preplanning could not relieve the necessity for the employee's absence.

Section 10.3.1. Sick Leave Buy-Back and Cash-Out.

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

Section 10.3.1.1. Sick Leave Sharing.

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

Section 10.3.1.2. Excess Compensation Clause.

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

Section 10.3.2. Family Medical Leave Act.

- A. The District shall allow use of employee granted leave pursuant to RCW Chapter 49.88 (Washington Family Leave Act) or the federal statute (29 CFR Part 825), whichever provides the greater benefit.

1 B. Notwithstanding the provisions of the Washington Family Leave Act or the Federal
2 Family and Medical Leave Act (FMLA), the District agrees to apply the provisions of
3 that Act to all employees in the bargaining unit who worked 1080 hours or more in the
4 previous twelve (12) months regardless of whether they meet the eligibility
5 requirements contained in the FMLA.

6
7 C. FMLA benefit eligibility is calculated on a rolling twelve (12) month calendar
8 beginning with the first day of FMLA-qualified leave.

9
10 **Section 10.3.3. Washington Paid Family Medical Leave (PFML).**

11 A. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their
12 discretion and any award is subject to the State's eligibility rules, not the employer's.
13 Any PFML leave awarded shall be used concurrently with FMLA unless regulations
14 specify otherwise. Employees will coordinate the duration of paid and/or unpaid leaves
15 (e.g., PFML, Sick Leave, Personal Leave, etc.) with the Human Resources Department.

16
17 B. The District will not supplement the unpaid portion of PFML benefits.

18
19 **Section 10.4. Parental (Maternity, Paternity, Adoption, Foster) Leave.**

20 A. Parental Leave shall commence at the designation of the employee and the employee's personal
21 physician, provided that said leave shall not commence sooner than thirty (30) business days
22 prior to the estimated date of childbirth, unless medically required and so certified in writing to
23 the District by the employee's attending physician. The District will not require that the
24 information provided explains the nature of the condition.

25
26 B. Absence from work due to pregnancy is to be treated as if the employee were sick or otherwise
27 temporarily disabled.

28
29 C. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their
30 discretion and any award is subject to the State's eligibility rules, not the employer's. Any
31 PFML leave awarded shall be used concurrently with FMLA, unless regulations specify
32 otherwise. Employees will coordinate the duration of paid and/or unpaid leaves (e.g., PFML,
33 Sick Leave, Personal Leave, etc.) with the Human Resources Department.

34
35 D. Parental Leave shall not exceed twelve (12) weeks unless otherwise extended by specific
36 circumstances. Any request to extend parental leave beyond twelve (12) weeks (or otherwise
37 extended) is considered a leave of absence.

38
39 E. The employee shall notify the District at least ten (10) workdays prior to the date upon which
40 the employee intends to return to work following parental leave.

41
42 F. Employees returning from parental leave shall be placed in their same or similar position in the
43 District. This section shall comply with PFML and FMLA regulations.

44
45 G. Refer to <https://paidleave.wa.gov/?s=Benefit+guide> for additional guidance on PFML.

46
47 H. This section shall comply with State and Federal Statutes related to parental leave. Eligibility
48 for PFML is subject to state regulations and employees are required to apply for PFML benefits

through the Employment Security Department (ESD). Approval or denial of PFML benefits lies solely with the ESD.

- I. An employee may elect to have parental leave deducted from their accrued leaves banks (e.g., sick, personal, vacation).
- J. The District will not supplement any unpaid portion of PFML benefits.

Section 10.5. Personal Leave.

- A. Each employee with less than three (3) years of accrued service will be allowed four (4) days of unrestricted personal leave, available in September. Employees with three (3) years or more of accrued service, having received the three (3) year longevity increase, will be allowed three (3) days of unrestricted personal leave each year, available in September.
- B. Advanced notice shall be given by the employee taking this leave. No reason needs to be given to take these three (3) personal days except the word “personal”.
- C. Personal leave will be granted on a first come, first served basis. Personal leave may not be taken on the first or last day of school.
- D. Accumulated Personal Leave & Cash Out Procedures:
 - 1) Two (2) days of leave in any one (1) year will be cumulative.
 - 2) The employee may bank two (2) days at the end of June to have a maximum of five (5) days.
 - 3) The employee may cash out a maximum of three (3) unused personal days annually at one hundred percent (100%) during the fiscal year. Payment for personal days may not be claimed under more than one District policy for any day of absence. The employee is responsible for notifying the District as to the employee’s choice to cash-out or bank Personal Leave.

Section 10.6. Bereavement Leave.

- A. Employees shall be allowed a maximum of five (5) days of paid leave for each occasion of absence caused by death in the immediate family.
- B. This leave may be taken intermittently within a twenty (20) day period of occurrence, with approval from Human Resources.
- C. The employee shall submit in writing to their immediate supervisor justification for the number of days needed prior to taking leave. This justification can be submitted upon return in emergent circumstances.
- D. Bereavement leave shall be allowed for absence occasioned by the death of the employee’s extended family, provided that such leave shall be limited to a maximum of three (3) days per occasion. Extended family is defined as aunt, uncle, niece, nephew, and spouse and children’s immediate family.

- 1
- 2 E. Employees shall be allowed a maximum of one (1) day of paid leave for the death of a 1) close
- 3 friend, or 2) a relative not included in the “immediate family” or “extended family” definition
- 4 above. The single-day bereavement leave provided in this paragraph is limited to three (3)
- 5 occasions per year.
- 6
- 7 F. Bereavement leave is noncumulative.
- 8
- 9 G. Bereavement leave shall be taken in hourly increments, or half day or whole day increments.
- 10
- 11 H. Exceptions with respect to bereavement leave may be granted on a case-by-case basis and will
- 12 not set precedent.
- 13

14 **Section 10.7. Judicial Leave.**

- 15 A. Employees summoned to serve as a juror, subpoenaed to appear as a witness in court, or named
- 16 as a co-defendant with the School District shall receive their normal rate of pay for each day
- 17 attendance is required by court.
- 18
- 19 B. Any compensation received for such service shall be retained by the employee.
- 20
- 21 C. In the event that an employee is a party in a court action (as plaintiff/respondent) unrelated to
- 22 the District, such employee may request a leave of absence (See Section 10.9 [Leaves of
- 23 Absence]).
- 24

25 **Section 10.8. Military Leave.**

- 26 A. Employees shall be granted up to twenty-one (21) days of paid leave while participating in
- 27 annual active-duty training or deployment as members of the National Guard or U.S. Armed
- 28 Forces Reserve.
- 29
- 30 B. Employees are not entitled as a matter of right to a leave of absence to attend weekend or
- 31 weeknight military reserve meetings held during employees working hours.
- 32
- 33 C. The duration of paid available (currently twenty-one [21] days) will remain consistent with
- 34 statute. If the number of paid days changes, the parties agree to change to the new number.
- 35

36 **Section 10.9. Leaves of Absence.**

- 37 A. Employees who have completed one (1) full year of employment with the District may submit
- 38 a written request for an unpaid leave of absence, not to exceed one (1) year.
- 39
- 40 B. A second (2nd) year of absence may be granted for reasons of extended illness or disability.
- 41
- 42 C. The employee will be returned to the same or similar position without loss of accrued seniority,
- 43 salary, vacation, and sick leave rights.
- 44
- 45 D. Leaves of absence can be paid or unpaid depending on the amount of paid time available to an
- 46 employee.
- 47

- 1 E. Vacation credits, personal leave, sick leave, and seniority shall not accrue while the employee
2 is on an unpaid leave of absence.
- 3
- 4 F. Employees who have been granted a leave of absence shall have their position filled by a
5 replacement employee during the duration of the leave. Upon their return, the newly hired
6 replacement shall be eligible to bid on any existing new or open position or shall be considered
7 on layoff.
- 8
- 9 G. Current employees [in replacement positions] will be returned to their positions.

10
11 **Section 10.10. Faith or Conscience Leave.**

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

15
16 **Section 10.11. Workers Comp.**

- 17 A. In the event an employee is absent due to work related injury or illness and qualifies for
18 Workers' Comp benefits, the District shall pay the employee an amount equal to the difference
19 between the benefit received from Workers' Comp and the employee's regular salary.
- 20
- 21 B. A deduction may be (employee option) made from the employee's accumulated sick leave in
22 accordance with the amount paid.
- 23
- 24 C. The District shall pay the employee for the first three (3) days following the date of said injury
25 or illness.
- 26
- 27 D. In the event the employee is required to follow through with physical therapy, medical visits,
28 etc. for any work-related injury or illness, the District shall pay the employee for the time off
29 for treatment/rehabilitation.
- 30
- 31 E. Those employees who are placed on L/I shall automatically be considered to be an authorized
32 Leave of Absence in accordance with Section 10.9 (Leaves of Absence).
- 33
- 34 F. The District, upon notification from L/I of an injured employee, shall contact the employee and
35 provide them with information and instructions regarding any L/I processes.
- 36

37
38 **ARTICLE XI**

39
40 **PROBATIONARY PERIODS, SENIORITY, AND LAYOFF PROCEDURES**

41
42 **Section 11.1. Definition of Hire Date.**

43 The seniority of an employee within the bargaining unit shall begin as of the date on which the
44 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
45 lost as hereinafter provided.

46
47 For bidding purposes, in the event of a tie, the original transportation hire date as a Bus Attendant shall
48 be used to break the tie.

1
2 **Section 11.1.1.**

3 Each new hire shall remain in a probationary status for a period of not more than ninety (90)
4 workdays following the hire date. Each probationary employee shall be evaluated by their
5 immediate supervisor between the forty-fifth (45th) and sixtieth (60th) day of employment. At
6 any time during probation, management may discharge an employee if it appears that employee
7 is unable or unwilling to perform the duties of the position, or for serious workplace rule
8 infractions. Any decision to discharge a probationary employee shall be communicated to the
9 Association President, in writing.
10

11 **Section 11.1.1.1. Experience Credits.**

12 The District may place employees with previous related experience on Step 2 of
13 Schedule A.
14

15 **Section 11.1.1.2. Probation Job Bidding Limitation.**

16 Employees on probationary status must remain in their position through the successful
17 completion of their probation before becoming eligible for other classified positions
18 within the bargaining unit.
19

20 **Section 11.1.2. Completion of Probation.**

21 Upon completion of the probationary period, the employee will be subject to all rights and
22 duties contained in this Agreement, retroactive to the hire date, and shall be moved to the
23 “scale” rate of pay as reflected on Schedule A.
24

25 **Section 11.1.3. Trial Period.**

26 Regular employees, who bid on and are assigned to a higher or different classification, shall
27 serve a trial period of not more than twenty-five (25) workdays. A temporary employee shall be
28 assigned to fill such employee’s former position during the trial period.
29

30 **Section 11.1.4. Return Rights.**

31 A regular employee serving a trial period pursuant to Section 11.1.3 (Trial Period) shall retain
32 the right to return to the previous permanent position. During this period, the employee will be
33 informally evaluated and trained in the skills and requirements of the position. A temporary
34 employee shall be assigned to fill such employee’s former position during the trial period. An
35 employee may voluntarily request to return to their former position during the trial period or
36 may be returned to their former position if found to be deficient in the skills of the position
37 during the trial period. Any decision to return an employee to their former position shall be
38 communicated in writing to the Association President. This section does not apply to lateral
39 moves.
40

41 **Section 11.1.5. Trial Period Not Probationary Period.**

42 The trial period as referred to in Sections 11.1.3 (Trial Period) and 11.1.4 (Return Rights) does
43 not imply a reduced rate of pay or termination as provided for in Section 11.1.1.
44

45 **Section 11.1.6. Bid Restriction After Award of New Position.**

46 Regular employees who are awarded a position may not bid on or post for another in-
47 classification position for six (6) months following their transfer date; unless there is a
48 monetary gain, or it is a transfer to a shift that is more beneficial to the employee. In the event

that extenuating circumstances exist, the District and the Association will consider the situation on a case-by-case basis.

Section 11.2. Seniority – Loss.

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

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

Section 11.3. Seniority – No Loss.

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

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

Section 11.4. Seniority Within Classification.

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

Section 11.5. Seniority Determination if Same Hire Date.

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

Section 11.6. Seniority Preference and Bypass.

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

Section 11.7. Seniority Retention.

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

1
2 **Section 11.8. Job Posting.**

3 The District shall publicize within the bargaining unit and to the general public availability of open
4 positions as soon as possible after the District determines that such opening exists. The position shall
5 be advertised for a minimum of five (5) workdays before selection is made. During the summer
6 months, notification of open positions will be for a period of ten (10) business days. Notification of
7 open positions will be sent to the Association President.
8

9 All jobs shall be posted as soon as possible after it is determined to fill the job opening, but in no case,
10 later than seventy-two (72) hours after. The District is responsible for assuring that all job openings are
11 posted in the designated areas. All decisions to not fill a posted position shall be communicated in
12 writing to the Association President.
13

14 **Section 11.8.1. Location of Postings.**

15 Postings will be placed on bulletin boards in all bargaining unit lunchrooms. If bulletin boards
16 are not available in these areas, the District will provide such boards within thirty (30) calendar
17 days of the signing of this Agreement.
18

19 **Section 11.8.2. Interviews.**

20 Up to four (4) of the most senior MOT unit members who apply and meet the required
21 qualifications for an open position shall be interviewed if interviews are conducted.
22

23 **Section 11.9. Layoff and Re-Employment List.**

24 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
25 District according to seniority within classification. Such employees are to have priority, over junior
26 employees, and outside applicants, in filling an opening in the classification held immediately prior to
27 layoff. Names shall remain on the reemployment list for two (2) years.
28

29 **Section 11.10. Layoff Status Address Update Requirement.**

30 Employees on layoff status shall file their address in writing with the District Human Resources office
31 and shall thereafter promptly advise the District in writing of any change of address.
32

33 **Section 11.11. Reemployment Rights – 15-Day Response Requirement.**

34 An employee shall forfeit rights to reemployment as provided in Section 11.9 (Layoff and Re-
35 Employment List) if the employee does not comply with the requirements of Section 11.10 (Layoff
36 Status Address Update Requirement), or if the employee does not respond to an offer of reemployment
37 within fifteen (15) business days. The District shall send a certified letter to the last address on file for
38 the employee or obtain the signature and date of an employee being offered reemployment. It is the
39 employee's obligation to ensure that a correct mailing address is on file with the District.
40

41 **Section 11.12. Right to Reemployment Forfeiture.**

42 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
43 accrued benefits; provided, that such employee is offered a position substantially equal to that held
44 prior to layoff.
45
46
47
48

1 ARTICLE XII

2
3 TRANSFER OF PREVIOUS EXPERIENCE

4
5 **Section 12.1. Longevity Credit.**

6 When an employee leaves a school District within the State of Washington and commences
7 employment with the Richland School District, the employee shall be given longevity credits in
8 accordance with State Law (RCW 28A.400.300). Seniority credit shall not be transferred. In the event
9 that this District has a different system for computing longevity related benefits, the employee shall be
10 granted the same longevity related benefits as an employee in this District who has similar
11 occupational status and total years of service.
12

13
14 ARTICLE XIII

15
16 RETIREMENT

17
18 **Section 13.1. PERS / SERS Hours Reporting.**

19 In determining whether an employee subject to this Agreement is eligible for participation in the
20 Washington State Public Employees Retirement System (PERS) or School Employees Retirement
21 System (SERS), the District shall report all hours worked, whether straight time, overtime, or
22 otherwise.
23

24
25 ARTICLE XIV

26
27 INSURANCE

28
29 **Section 14.1. SEBB Eligibility.**

30 Unless modified by the Legislature, those employees projected to be working six hundred thirty (630)
31 hours or more shall be eligible to receive a District contribution for their selected benefits. The
32 employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding
33 for all bargaining unit members and their dependents as required by State law, the State Operating
34 Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be
35 payment of the retiree carve-out for all eligible employees.
36

37 **Section 14.2. Benefits Participation.**

38
39 **Mandatory participation:**

40 Basic Life and Accidental Death and Dismemberment (AD&D), Basic Long-Term Disability, Dental,
41 and Vision Insurance, as provided.
42

43 **Optional participation:**

44 Medical, Salary, Life and Accidental Death and Dismemberment (additional coverage – may be
45 purchased by employees at their discretion), Long Term Disability (additional coverage – may be
46 purchased by employees at their discretion) or other approved plans, as provided.
47

1 **Section 14.3. Insurance Enrollment.**

2 The open enrollment period and regulations shall be defined by State Law and the School Employees
3 Benefits Board (SEBB). Once open enrollment is completed, no insurance options may be added or
4 deleted during the contract year except for reasons associated with family status changes. Employee(s)
5 filling new positions and hired after September 1 may elect coverages from the plans available during
6 timelines set by SEBB. New (current year) employees shall receive the state benefit allocation to apply
7 towards their SEBB selections.

8
9 Employees who use the State appeal process to appeal eligibility or coverage decisions made by SEBB
10 are bound to the decision of the State hearing officer. State SEBB Decisions are non-grievable.

11
12 **Section 14.4. Liability Insurance.**

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

14
15 **Section 14.4.1. Tort Liability Policy.**

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

18
19 **Section 14.5. SEBB Information.**

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

22
23 **Section 14.6. Annuity Plans.**

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

28
29 **Section 14.7. Workers' Comp.**

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

38
39
40 **ARTICLE XV**

41
42 **STAFF DEVELOPMENT / IN-SERVICE**

43
44 **Section 15.1. Tuition Reimbursement.**

45 The District will create a seven-thousand five hundred dollars (\$7,500) tuition reimbursement fund for
46 employees taking college courses of 101 or higher or accredited Vocational or apprenticeship
47 programs. Current employees applying for tuition reimbursement shall apply using the tuition

reimbursement application. Reimbursement can be requested for tuition, registration expenses, and books. The following criteria will be used to determine eligibility:

- A. The Course must be related to the employee's current position or to another position to which they may aspire to within the District.
- B. The Course must be offered by an accredited college/university/Vocational School or Apprenticeship program.
- C. A passing grade of "C" or a 2.0 on a 4.0 scale (or equivalent) or better must be received.

Section 15.2. Trainer Compensation.

Employees who are directed by their immediate supervisor to provide job-specific training to an employee, who is in a new position or job, will be authorized to receive an additional two dollars (\$2.00) per hour to their hourly rate of pay while training. This excludes apprenticeship programs, transportation trainers, and employees who move laterally within a position, i.e., to a new site.

ARTICLE XVI

ASSOCIATION MEMBERSHIP, AND DUES DEDUCTION

Section 16.1. Association Membership.

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

Section 16.1.1. Classified Employee Report To PSE.

The Employer agrees to submit a report monthly to membership@pseofwa.org along with its remittance of dues which identifies each employee by name, employee number, work location, personal address, personal phone number, position, gross salary, and dues amount remitted. The Employer agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this Agreement. Copies of this report will be provided to the Association President

Section 16.2. Dues Deduction.

The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn in writing by the employee to the Association.

Section 16.3. Hold Harmless.

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

Section 16.4. Political Action Committee.

During open enrollment September 1 through October 1 the District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit

1 employee the amount of contribution the employee voluntarily chooses for deduction for political
2 purposes and shall transmit the same to the Union on the Union dues transmittal check. Section 19.2 of
3 the CBA shall apply to these deductions. The employee may revoke the request at any time. At least
4 annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.
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 XVII

DISCIPLINE, DISCHARGE, AND EVALUATION OF EMPLOYEES

Section 17.1. Discipline or Discharge for Justifiable Cause.

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

Section 17.1.1. Investigatory Interviews/Disciplinary Actions.

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

1. Written notice twenty-four (24) hours (one workday) prior to any meeting, unless waived, in writing, by the employee and Association Representative.
2. Written notice of allegations, if any or topic of the investigation, unless waived, in writing, by the employee and Association Representative.
3. Written notice informing the employee that they have the right to have representatives of their choosing.

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

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

Inform the employee that they have the right to have representatives of their choosing at the meeting.

Section 17.2. Notification to Non-Annual Employees.

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

Section 17.2.1. Notification Required.

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

1
2 **Section 17.2.2. Employee Duty to Inform of Charges or Convictions.**

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

14
15 **Section 17.2.3. Severability.**

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

18
19 **Section 17.3. Layoff, Two-Week Notice.**

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

22
23 **Section 17.4. Evaluations.**

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

- 28
29 A. An employee shall be given a copy of any ride-along or evaluation report prepared by their
30 evaluator at least one (1) day before any conference to discuss it. No such report shall be
31 submitted to Human Resources, placed in the employee's personnel file, or otherwise acted
32 upon without prior conference with the employee. No employee shall be required to sign a
33 blank or incomplete evaluation form.
- 34
35 B. All observations shall be conducted openly. Audio/video/GPS devices shall not be used to
36 evaluate the performance of any employee.
- 37
38 C. Concerns that are not addressed to the employee in a reasonable and timely manner before the
39 evaluation period will not become part of the evaluation.
- 40
41 D. Anything other than a satisfactory or "meeting standards" rating in the evaluation must include
42 an in-person conversation with an explanation to include objective examples of the related
43 performance issue and objective examples of what the employee is expected to improve.
- 44
45 E. All Paid leave will not be addressed on performance evaluations.
- 46
47 F. An employee shall be given a written copy of any evaluation, and upon request, a copy will be
48 sent to the Union. Each employee shall sign the evaluation forms to indicate receipt, however,

the signature of the employee does not indicate that the employee agrees with the contents of the evaluation. Employees may attach written comments, responses, rebuttals, or clarifications.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 18.1. Grievance Definition.

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

For the purpose of time limits, business days are defined as all days that the District is in operation – M-F, fifty-two (52) weeks a year except for holidays, spring and winter breaks.

Section 18.2. Grievance Steps.

Section 18.2.1. STEP I – INFORMAL - IMMEDIATE SUPERVISOR.

The employee shall first discuss the grievance with their immediate supervisor. If the employee wishes, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) business days of the occurrence of the grievance shall be invalid and subject to no further processing. Management shall identify the immediate supervisor for all classifications within the bargaining unit. Both parties will have five (5) business days after Informal meeting with the immediate supervisor to resolve the grievance.

Section 18.2.2. STEP II – WRITTEN - EXECUTIVE DIRECTOR OF OPERATIONS.

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

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

The employee shall submit the written statement of grievance to the Executive Director of Operations for consideration and shall submit a copy to the District Executive Director of Human Resources. The parties shall have five (5) business days from submission of the written statement to mutually agree on a hearing date. After the Step II Hearing, both parties will have ten (10) business days to resolve the grievance indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 18.2.3. STEP III - SUPERINTENDENT DESIGNEE.

If no settlement has been reached within the ten (10) workdays referred to in the preceding

subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) business days to the District Superintendent or their designee. After such submission, the parties will have ten (10) business days from submission of the written statement to disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 18.2.4. STEP IV - SCHOOL BOARD.

If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) business days to the District Board of Directors. The Board will meet within twenty (20) business days to hear the matter. After the Board's meeting, they will render their decision within twenty (20) business days.

Section 18.2.5. STEP V - AAA ARBITRATION.

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

ARTICLE XIX

SALARIES AND EMPLOYEE COMPENSATION

Section 19.1. Compensation Documentation.

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. Schedule A.

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. Effective Date.

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.

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.

1 **Section 19.5. Steps.**

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

5
6 **Section 19.6. Travel Reimbursement.**

7 Employees shall be reimbursed at destination's local per diem rate for travel expenses while on District
8 business, including private vehicle mileage, and room and board expenditures when required to remain
9 overnight.

10
11 **Section 19.6.1. Contracted Driver Meals Reimbursement.**

12 The District will pay Contracted Drivers on bus trips of five (5) hours or more at destination's
13 local per diem amount. Meals that do not include overnight lodging is taxable income. When
14 assigned by management to drive a run during a trip, the time will count towards the five (5)
15 hours for meals.

16
17 **Section 19.7. Required CDL Reimbursement.**

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

19
20 **Section 19.7.1. CDL Reimbursement Timing.**

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

23
24 **Section 19.7.2. CDL Physicals.**

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

29
30 **Section 19.7.3. Uniform Program.**

31 Employees will be provided with a Uniform Program stipend each year in September to support
32 the purchase of specified clothing and/or shoes based on their working group, classification,
33 and/or current assignment as follows:

34
35 **A. Maintenance (Crafts, Crafts Structural, Crafts Mechanical), Grounds (excludes
36 Temp and Seasonal), Warehouse:**

- 37
 - \$250 (two hundred fifty dollars) to be used towards approved work pants and/or
38 ANSI/OSHA/ASTM approved slip resistant substantial footwear. ANSI
39 approved safety shoes/boots are recommended for these positions, but not
40 required. The District provides shirts for these positions.

41
42 **B. Custodial, Laundry:**

- 43
 - \$150 (one hundred fifty dollars) to be used towards approved work pants and/or
44 ANSI/OSHA/ASTM approved slip resistant substantial footwear. The District
45 provides shirts for these positions.

C. Transportation –Contracted Drivers, Bus Attendants, Routers and Dispatchers who drive buses:

- \$100 (one hundred dollars) to be used towards ANSI/OSHA/ASTM approved slip resistant substantial footwear.

D. Maintenance Mechanic 2, Mechanic 3, Mechanic Lead:

- \$100 one hundred dollars) to be used toward ANSI/OSHA/ASTM approved slip resistant substantial footwear.

E. Print Shop Assistant:

- \$100 (one hundred dollars) to be used toward ANSI/OSHA/ASTM approved slip resistant substantial footwear.

F. Security:

- \$100 (one hundred dollars) to be used toward ANSI/OSHA/ASTM approved slip resistant substantial footwear.

Section 19.8. Longevity.

Longevity shall be considered years of service within Richland School District. Longevity shall be applied to the base wage on the first day of the month of the anniversary hire date. Longevity shall be applied for the following:

1. Three (3) years, an additional one percent (1%).
2. Five (5) years plus an additional two percent (2%) for a total of three percent (3%).
3. Ten (10) years plus an additional two percent (2%) for a total of five percent (5%).
4. Fifteen (15) years plus an additional three percent (3%) for a total of eight percent (7 8%).
5. Twenty (20) years plus an additional three percent (3%) for a total of eleven percent (11%).
6. Twenty-five (25) years plus an additional three percent (3%) for a total of fourteen percent (14%).

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:

- A. Mechanics
- B. Custodial
- C. Warehouse
- D. Security
- E. Grounds: PGMS-certification (certified grounds technician)
- F. Transportation: ASE certification

Section 19.9. Building Foreman Overseeing Two Buildings.

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

Section 19.10. Differential Pay for Late Custodians.

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

ARTICLE XX

TERM AND SEPARABILITY OF PROVISIONS

Section 20.1. Term.

The term of this Agreement shall be September 1, 2023, to August 31, 2026.

Section 20.2. Agreement Applicability.

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

Section 20.3. Agreement Reopening.

This Agreement will be reopened according to the following: At any time, by mutual consent of the parties in writing. As necessary, to consider the impact of legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

During the 2023-24, 2024-25, and 2025-26 contract years, the District will increase wages on Schedule A by the same percentage as the state-funded inflationary adjustment, if any, applied by the state to the classified allocation for school employees.

- 1) 2023/2024 3.7% IPD Increase
- 2) 2024/2025 4% or IPD whichever is greater.
- 3) 2025/2026 2% or IPD whichever is greater.

The parties agree to the following market adjustments:

A. Contracted Driver will be the same rate as Warehouse wage beginning 2023/2024.

B. Behind the wheel trainers shall receive \$1.50 above Contracted Driver rate when training beginning 2023/2024.

C. Ground utility will match crafts position wage and funded as follows:

- 50% of the difference in rates 2023-24
- 75% of the difference in rates in 2024-25
- 100 % of the difference in rates in 2025-2026

D. Grounds Applicator to be current Grounds utility wage + the negotiated increase for all employees and funded as follows.

- 50% of the difference in rates 2023-24
- 75% of the difference in rates in 2024-25
- 100 % of the difference in rates in 2025-2026

E. Lead Maintenance/Mechanic

- 2023-2024 \$1.00 per hour above Mechanic III
- 2024-2025 \$1.50 per hour above Mechanic III

Section 20.4. Severability.

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

Section 20.5. Conflicts With State or Federal Law.

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

Section 20.6. Reopening if Legal Conflict.

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

Section 20.7. Drug Testing.

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

Section 20.8. Tobacco Policy.


The District agrees to make smoking cessation classes available as soon as possible to the employees.

The District agrees to pay for smoking cessation classes in accordance with the current RSD policy #4350, dated 9/89.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND MOT CHAPTER

BY: 
Timothy Henderson (Oct 18, 2023 16:05 PDT)

Tim Henderson, Chapter President

DATE: Oct 18, 2023

RICHLAND SCHOOL DISTRICT #400

BY: 
Tim Praino (Oct 16, 2023 14:31 PDT)

Tim Praino,
Executive Director of Human Resources

DATE: Oct 16, 2023

**SCHEDULE A, SEPTEMBER 1, 2023 – AUGUST 31, 2024
RICHLAND SCHOOL DISTRICT/RICHLAND MOT PSE**

Maintenance, Operations & Transportation								
	Step 2 + Longevity							
	Step 1 (95%)	Step 2	3 years 1%	5 years 3%	10 Years 5%	15 Years 8%	20 Years 11%	25 Years 14%
TRANSPORTATION								
Bus Driver	\$23.91	\$25.17	\$25.42	\$25.93	\$26.43	\$27.19	\$27.94	\$28.70
Driver Trainer	\$24.92	\$26.24	\$26.50	\$27.02	\$27.55	\$28.33	\$29.12	\$29.91
Dispatcher / Router	\$26.72	\$28.12	\$28.40	\$28.97	\$29.53	\$30.37	\$31.22	\$32.06
Bus Attendant	\$18.74	\$19.72	\$19.92	\$20.32	\$20.71	\$21.30	\$21.89	\$22.49
GROUND								
Grounds person	\$23.06	\$24.28	\$24.52	\$25.00	\$25.49	\$26.22	\$26.95	\$27.67
Grounds/Applicator	\$25.31	\$26.65	\$26.91	\$27.45	\$27.98	\$28.78	\$29.58	\$30.38
Grounds Utility	\$28.06	\$29.53	\$29.83	\$30.42	\$31.01	\$31.90	\$32.78	\$33.67
Grounds Temporary		\$21.14						
MAINTENANCE								
Mechanic II	\$31.63	\$33.30	\$33.63	\$34.30	\$34.96	\$35.96	\$36.96	\$37.96
Mechanic III	\$33.50	\$35.26	\$35.61	\$36.32	\$37.02	\$38.08	\$39.14	\$40.19
Crafts (no licenses)	\$29.90	\$31.47	\$31.79	\$32.42	\$33.05	\$33.99	\$34.93	\$35.88
Journeyman Structural	\$30.65	\$32.26	\$32.58	\$33.23	\$33.87	\$34.84	\$35.81	\$36.78
Journeyman Mechanical	\$33.78	\$35.56	\$35.91	\$36.63	\$37.34	\$38.40	\$39.47	\$40.54
M/Mechanic Lead	\$34.45	\$36.26	\$36.62	\$37.35	\$38.07	\$39.16	\$40.25	\$41.33
WAREHOUSE								
Warehouse	\$23.91	\$25.17	\$25.42	\$25.92	\$26.43	\$27.18	\$27.94	\$28.69
Lead Warehouse	\$29.52	\$31.08	\$31.39	\$32.01	\$32.63	\$33.57	\$34.50	\$35.43
LAUNDRY								
Laundry person	\$20.81	\$21.90	\$22.12	\$22.56	\$23.00	\$23.65	\$24.31	\$24.97
CUSTODIAL								
Custodian/Swing	\$21.73	\$22.88	\$23.10	\$23.56	\$24.02	\$24.71	\$25.39	\$26.08
Swing Lead/High Schools	\$22.71	\$23.90	\$24.14	\$24.62	\$25.10	\$25.82	\$26.53	\$27.25
Building Foreman I	\$24.56	\$25.85	\$26.11	\$26.63	\$27.15	\$27.92	\$28.70	\$29.47
Building Foreman II	\$25.55	\$26.90	\$27.17	\$27.71	\$28.24	\$29.05	\$29.86	\$30.67
Building Foreman III	\$27.53	\$28.98	\$29.27	\$29.85	\$30.43	\$31.30	\$32.17	\$33.04
OTHER POSITIONS								
Light Delivery	\$19.50	\$20.52	\$20.73	\$21.14	\$21.55	\$22.16	\$22.78	\$23.40
Security	\$23.07	\$24.29	\$24.53	\$25.02	\$25.50	\$26.23	\$26.96	\$27.69
Print Shop Assistant	\$22.33	\$23.51	\$23.74	\$24.21	\$24.68	\$25.39	\$26.09	\$26.80

*Contracted Driver-Trainers with OSPI Certification maintain Driver-Trainer rate for entire shift.

Drivers who transport BESST and/or Life Skills students without a Bus Attendant shall receive an additional one dollar (\$1.00) per hour for the duration of the “run” time the students are on the bus.

Longevity:

- Three years, an additional one percent (1%).
- Five (5) years plus an additional two (2%) percent for a total of three percent (3%).
- Ten (10) years plus an additional two percent (2%) percent for a total of five percent.
- Fifteen (15) years plus an additional three percent (3%) percent for a total of eight percent (8%).
- Twenty (20) years plus an additional three (3%) percent for a total of eleven percent (11%).
- Twenty-five (25) years plus an additional three (3%) percent for a total of fourteen percent (14%).

ATTACHMENT A TRIP BOARD PROCEDURES

1. All contracted 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 p.m. and a 2:15 p.m. – the 8:00 a.m. 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 Driver's 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:
 - d. Yellow Binder – New trips waiting for assignment.
 - e. Green Binder – Accepted/awarded trips.
 - f. 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.

ATTACHMENT C TURN DOWN PROCESS

This process will be used to request a “turn down” of work from the Union so an outside vendor can perform the requested work. This process will document the scope of work for the requested turn down and the reason(s) why management is seeking to use an outside vendor to perform this work.

APPLICABILITY:

This process will be used for any work which has traditionally been performed by RSD Union staff and/or work which is clearly within the scope, training, abilities, and availability of RSD Union staff. This process will not apply to actions taken during the mitigation of emergencies which pose a hazardous risk to life, limb, property, or the environment and for which any delay would pose an unacceptable increase in the risk/hazard. This process also will not apply to any Capital Construction activities, or any other activities as outlined in the CBA Section 7.11 (Jurisdiction of Work).

PROCESS:

2. Management will create a Work order for the work in the turn down request.
3. Management will request a turn down of work via email sent to the following positions within PSE: MOT President, MOT Vice President. Copies will be sent to Director F&O, Executive Director Operations, and Assistant Director F&O.
4. Subject line of the email will be:
 - a. REQUEST FOR UNION TURN DOWN OF WORK: WO XXXXXX [brief description]
 - b. The “XXXXXX” will be replaced with the subject work order number.
 - c. The bracketed area will be replaced with a brief title of the work being requested.
5. Body of the email will describe the scope and details of the work to be included in the requested turn down and the reasons why management believes this work should be performed by an outside vendor.
6. The Union will have up to fifteen (15) working days to review the request per Section 7.11 (Jurisdiction of Work) of the CBA. Requests not answered after the fifteenth workday will be considered by management to be approved and the vendor will begin the work.
7. The Union will indicate “Approved” (work may go to the vendor) or “Denied” (work may not go to the vendor) with any additional comments by using “reply all” to the original requesting email.
 - a. This will provide documentation of the request, any conversations relating to the request, and the final answer from the Union.

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON / SEIU LOCAL 1948, RICHLAND MAINTENANCE, OPERATIONS AND
6 TRANSPORTATION CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400. THIS
7 AGREEMENT IS ENTERED PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT
8 COLLECTIVE BARGAINING AGREEMENT.
9

10
11 **The parties agree to the following joint committee group work:**
12

13
14 A. Joint study group to design and implement certification program in 2023-24 for implementation
15 in 2024-25.
16


- 17 • Issue – Professional Development for MOT employees
18
19 • Interests – The parties wish to recognize professional development and incentivize
20 employees who achieve certifications that go above and beyond position requirements and
21 are related to professional development in the employee's position.
22
23 • Explore certifications as a common industry approach to professional development in MOT
24 positions.
25
26 • Follow best practices for MOT positions.
27
28 • Approach should be reasonably easy to use for the employee, easy to administer for the
29 District and within a reasonable budget.
30

31 B. The parties agreed during the term of the Contract to review and revise the evaluation forms.
32
33

34 This Memorandum of Understanding shall become effective September 1, 2023, and shall remain in
35 effect until August 31, 2026.
36
37


38 PUBLIC SCHOOL EMPLOYEES OF
39 WASHINGTON / SEIU LOCAL 1948
40

41 RICHLAND MOT CHAPTER
42

43 BY: 
44 BY: [Timothy Henderson \(Oct 18, 2023 16:05 PDT\)](#)
45 Tim Henderson, Chapter President
46
47

48 DATE: Oct 18, 2023

RICHLAND SCHOOL DISTRICT #400

43 BY: 
44 BY: [Tim Praino \(Oct 16, 2023 14:31 PDT\)](#)
45 Tim Praino,
46 Executive Director of Human Resources
47

DATE: Oct 16, 2023

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND MAINTENANCE, OPERATIONS AND TRANSPORTATION CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400. THIS AGREEMENT IS ENTERED PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Both parties agree to a one (1)-year modification to Transportation Trip procedures: Before the expiration of this agreement, the parties agree to meet and make adjustments and/or whether to make this procedure a permanent process within the Collective Bargaining Agreement.

The Trip/Freebie Board(s) will provide such information as date, departure time, destination, start time and approximate ending time. The approximate time will serve as a guide for Contracted Drivers interested in signing up for Trips.

1. All Contracted Drivers will be included on the Trip Board(s). Substitute Drivers are not eligible to be placed on the Trip Board(s) but will be utilized when no Contracted Driver(s) have signed up for the Trip.
2. All Contracted Drivers will be listed in seniority ranking order.
3. Trips shall be selected on a rotating seniority basis *by the employee* using the following process:
 1. Trips are posted by date. Trips will be posted at least five (5) business days prior to the time of the Trip departure when possible. *Freebie is a Trip that does not meet the requirements of five (5)-business day posting prior to departure date.*
 2. Overnight Trips, when possible, will be posted eight (8) business days prior to the departure date.
 3. Trips will be posted for forty-eight (48) hours (9:30 a.m. - 9:30 p.m.).
 4. Between 9:30 a.m. and 1:00 p.m. daily, Trips will be assigned by Transportation management and one (1) Contracted Driver as bid (Trip Assignment Team).
 5. To be eligible for Trips, Contracted Drivers shall indicate their interest and priority on the Trip Board(s) prior to 9:30 a.m. the day Trips are to be assigned. Contracted Drivers who sign for two (2) or more Trips must specify their order of preference for such Trips on the Trip Board(s).
 6. Contracted Drivers may remove themselves from a posted trip by notifying the Trip Assignment Team.

7. Trips that are assigned will be posted daily by 1:00 p.m. for Contracted Drivers to review and Trip paperwork will be placed in the assigned Contracted Driver's mailbox.
4. Changes to the Trip parameters after the Trip is assigned allow the Contracted Driver to have the option of declining the Trip at the time of notification of the change with no penalty.
5. Trip Board(s) information will be available for inspection in the Driver's breakroom.

Procedures for Declined Trips:

1. The Contracted Driver must notify the Trip Assignment Team of their desire to decline an assigned Trip.
2. Contracted Drivers cannot decline an assigned Trip for the purposes of signing up for a Freebie.
3. If a pattern of declining assigned Trips for reasons other than personal illness or emergencies arises, the Contracted Driver will receive counseling. Continued unexcused declining of assigned Trips will result in forfeiture of all seniority rights on future Trips for five (5) days when Trips are available.

Procedures for Assigning on the Freebie Trip Board:

1. All Contracted Drivers will be included on the Freebie Trip Board(s). Substitute drivers are not eligible to be placed on the Freebie Trip Board(s) but will be utilized when no contracted driver(s) have signed up for the Trip.
2. Trips on the Freebie Trip Board(s) shall be selected on a rotating seniority basis *by the employee* using the same selection process as the Trip Board excluding time frames (see above).
3. In cases where time does not permit contacting the next eligible Contracted Driver, the Trip will be assigned by management respecting seniority and availability.

Canceled Trips:

1. If a trip is canceled with or without advanced notice, the Contracted Driver will receive a number to be placed at the top of the rotation list to be eligible for the next available Trip.
2. If the employee(s) has left the bus lot and their Trip(s) were canceled with no advance notice, employee(s) will be compensated two (2) hours for show up (call back).
3. If the Trip is rescheduled with a specific time, that Trip shall stay with the Contracted Driver originally assigned.
4. If the Trip is rescheduled for a later date, with no specific time, it shall be placed back in the


1 Trip assignment process. The Contracted Driver will receive a number to be placed at the top of
2 the rotation list to be eligible for the next available Trip.
3
4
5
6


7 This Memorandum of Understanding shall become effective September 1, 2023, and shall remain in
8 effect until July 1, 2024.
9
10

11 PUBLIC SCHOOL EMPLOYEES OF
12 WASHINGTON / SEIU LOCAL 1948
13

14 RICHLAND MOT CHAPTER

RICHLAND SCHOOL DISTRICT #400

15
16 BY: 
17 BY: Timothy Henderson (Oct 18, 2023 16:05 PDT)
18 Tim Henderson, Chapter President
19

20 BY: 
21 BY: Tim Praino (Oct 16, 2023 14:31 PDT)
22 Tim Praino,
23 Executive Director of Human Resources
24

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DATE: Oct 18, 2023

DATE: Oct 16, 2023

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND MAINTENANCE, OPERATIONS AND TRANSPORTATION CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400. THIS AGREEMENT IS ENTERED PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Whereas the District has determined, based on current business need that the schedule for Dispatchers and Routers needs to change to two hundred sixty (260)-days per year from the current one hundred eighty (180)-days per year for three (3) such employees who have been scheduled to work one hundred eighty (180)-days in prior years and;

Whereas the District has proposed to eliminate the grandfather language contained in Section 7.18. that affects these employees; and

Whereas the parties agree to ensure a smooth transition for transportation dispatching and routing operations; and

Therefore, the parties agree to the following:

Dispatchers and Routers affected by this change will have the option of:

1. Retaining their current position for 2024/25 and moving to two hundred sixty (260) days, with all the contractual benefits afforded to a two hundred sixty (260)-day employee, or
2. Returning to a Contracted Driver position for the 2024/25 school year.

Election of option 1 or 2 will be made by April 1, 2024. For employees who choose option 1 prior to April 1, 2024, benefits will go into effect at the time of choice being made.

Grandfather language in Section 7.18. will be deleted from the CBA effective September 1, 2023. Only Contracted Drivers will be eligible on the trip board beginning September 1, 2024.

Section 7.18. Trips.

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.

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.

However, Dispatchers and Routers affected (including the current employee in a two hundred sixty (260)-day position) by the removal of grandfather language in Section 7.18. may continue to bid for trips during the 2023/24 school year that occur Monday - Thursday starting after 2:00 pm, and anytime on Fridays, Saturdays, and Sundays using the agreed upon trip rotation process. When signing up for a


trip, notice will be provided to management for any trip that occurs during contracted hours. Such trips will require management approval to ensure coverage, which will not unreasonably be withheld.

The existing Warehouse employee affected by the removal of grandfather language in Section 7.18. may continue to bid for trips during the 2023/24 school year that occur outside their contracted hours.

This Memorandum of Understanding shall become effective on September 1, 2023, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.


PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND MOT CHAPTER

BY: 
BY: [Timothy Henderson \(Oct 18, 2023 16:05 PDT\)](#)
Tim Henderson, Chapter President

DATE: Oct 18, 2023

RICHLAND SCHOOL DISTRICT #400

BY: 
BY: [Tim Praino \(Oct 16, 2023 14:31 PDT\)](#)
Tim Praino,
Executive Director of Human Resources

DATE: Oct 16, 2023

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND MAINTENANCE, OPERATIONS AND TRANSPORTATION CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400. THIS AGREEMENT IS ENTERED PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

With the growing need for Summer School Programs in the Richland School District, the parties agree on the following pilot program for the Summer School Transportation Program (SSTP).

The parties agree to the following:

Summer Transportation Positions:

In an effort to recruit regular qualified staff while accommodating staff preference for time off during the summer, temporary summer extra hours/summer positions will be posted and awarded by seniority as follows:

- Management will post three (3) lists for employees to indicate their availability for summer work by the first week of May. Employees will complete by COB last day of school.
 - A - Available for Routes
 - B - Available for Trips
 - C - Available for substitute work
 - N - Not available this summer
- **ROUTES** - Management will determine the ROUTES based on summer school enrollment and post as soon as available.
 1. There will be three (3) rounds of ROUTE selection by seniority.
 2. Contracted Drivers who have selected A above for the ROUTES. Contracted Drivers may also indicate if there are some dates that they prefer not to work.
 3. Contracted Drivers who have selected A or C above may bid on the remaining portions of the ROUTES that are left over due to Contracted Driver preferences in Round 1(one).
 4. Other Transportation employees who have completed their primary schedule that have CDL and have selected A above.

- 1 ▪ **TRIPS** - Management will use the current Trip language in the CBA to assign summer Trips.
2 Only employees who Select B above will be placed on the Trip Board.
- 3
- 4 ▪ **SUBSTITUTES** - will be called using the normal substitute dispatching process.
- 5
- 6 ▪ **Minimum ROUTE shift pay** – If employees report to a ROUTE and that ROUTE is canceled
7 or reduced due to student attendance, that employee may be reassigned to other Contracted
8 Driver work during that ROUTE time or, if there is no work available, will be paid for the
9 scheduled ROUTE.
- 10
- 11

12 Upon mutual agreement, the parties can agree to meet before March 1 every year of this Agreement to
13 discuss challenges and necessary modifications to this Agreement.

14

15

16 This Memorandum of Understanding shall become effective September 1, 2023, and shall remain in
17 effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

18

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20 PUBLIC SCHOOL EMPLOYEES OF
21 WASHINGTON / SEIU LOCAL 1948

22

23 RICHLAND MOT CHAPTER

RICHLAND SCHOOL DISTRICT #400

24

25 BY: 
26 BY: Timothy Henderson (Oct 18, 2023 16:05 PDT)
27 Tim Henderson, Chapter President

28 BY: 
29 BY: Tim Praino (Oct 16, 2023 14:31 PDT)
30 Tim Praino,
31 Executive Director of Human Resources

32 DATE: Oct 18, 2023

33 DATE: Oct 16, 2023

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LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND MAINTENANCE, OPERATIONS AND TRANSPORTATION CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400. THIS AGREEMENT IS ENTERED PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

There are times when warehouse trucks are needed to follow a school bus on a trip to haul equipment that does not fit on the school bus.

Whereas, the parties agree to the following amendments to the Collective Bargaining Agreement:


Section 7.19.1. Equipment Transport for Trips.

When delivery trucks are needed to follow a school bus on a trip to haul equipment. Section 7.19 Trips shall apply to Warehouse employees. If no one in the Warehouse applies for the work, the work will be offered to Contracted Drivers on the Freebie Board.

This Memorandum of Understanding shall become effective September 1, 2023, and shall remain in effect until August 31, 2026.


PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND MOT CHAPTER

BY: 
Timothy Henderson (Oct 18, 2023 16:05 PDT)
Tim Henderson, Chapter President

DATE: Oct 18, 2023

RICHLAND SCHOOL DISTRICT #400

BY: 
Tim Praino (Oct 16, 2023 14:31 PDT)
Tim Praino,
Executive Director of Human Resources

DATE: Oct 16, 2023








Richland-MOT CBA 20230901 (2023-2026)

Final Audit Report

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