

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE SCHOOL BOARD OF THE CITY OF RICHMOND

AND

THE RICHMOND EDUCATION ASSOCIATION

FOR SCHOOL SUPPORT PROFESSIONALS:
SCHOOL NUTRITION SERVICES
CARE AND SAFETY ASSOCIATES
INSTRUCTIONAL ASSISTANTS

SCHOOL YEARS 2023-2024, 2024-2025, AND 2025-2026



Contents

Preamble	1
Exclusive Recognition	1
Franklauses Coursed	
Employees Covered	
Compensation and Other Benefits	1
Student Nutrition Services	1
Care and Safety Associates	3
Instructional Assistants	4
Grievance Procedure	4
Demotion	
Duration	2
Funding	-
T diffullig	
Work Stoppage	5
Severability	5
Appendix A: School Board Resolution for Collective Bargaining	

I. Preamble

This Agreement is entered into between the School Board of the City of Richmond ("School Board") and the Richmond Education Association ("Union"). The School Board and the Union recognize that it is in the best interest of our students that Richmond Public Schools employees are fairly compensated and economically stable in order to create an abundant educational environment, and that employee working conditions are a student's learning conditions. The Board and the Union have been afforded the opportunity to put forth proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations.

II. Exclusive Recognition

In accordance with Section 40.1-57.2 of the Code of Virginia,1950, as amended, and the School Board Resolution For Collective Bargaining In Richmond City Public Schools ("Resolution"), included as Appendix A, the School Board recognizes the Union as the exclusive representative for the purpose of collective bargaining for the School Support Professionals employed in the following bargaining units: School Nutrition Services, Care and Safety Associates, and Instructional Assistants.

III. Employees Covered by this Agreement

This Agreement covers the following School Support Professionals bargaining units: Student Nutrition Services, Care and Safety Associates, and Instructional Assistants (collectively "Employees").

IV. Compensation and Other Benefits. Employees' salary and benefits shall be no less than the following:

A. Student Nutrition Services

1. Non-contracted Food Service Assistants. Incremental increases in the hourly rate each school year, to achieve a final hourly starting rate of \$18.93/hour by the 2025-2026 school year. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.

Examples of the increases during the term of this agreement are for illustration only and may be:

2023-24 school year: \$16.50/hour 2024-25 school year: \$18/hour 2025-26 school year: \$18.93/hour

- 2. Contracted Food Service Assistants. Incremental increases each school year, to achieve a final starting rate of \$18.93/hour by the 2025-2026 school year annualized at:
 - a. \$25,309 (equivalent to an hourly rate of \$18.93 for 7 hours a day, 191 days a year, annualized)
 - b. \$21,693 (equivalent to an hourly rate of \$18.93 for 6 hours a day, 191 days a year, annualized)

- c. \$18,078 (equivalent to an hourly rate of \$18.93 for 5 hours a day, 191 days a year, annualized)
- d. \$14,462 (equivalent to an hourly rate of \$18.93 for 4 hours a day, 191 days a year, annualized)

The increase in the starting salary will be paid out over the three (3)—year duration of this Agreement. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.

Examples of the increases during the term of this Agreement for the 7-hour, 191-day Food Service Assistant is for illustration only and may be:

2023-24 school year: \$20,000 2024-25 school year: \$22,500 2025-26 school year: \$25,309

3. Supervisors, School Nutrition.

- a. Starting annual salary of \$61,987 for the 2023-2024 school year.
- b. For the 2024-2025 and 2025-2026 school years, a raise equal to 5% over the two (2) years. The proposed raise for 2024-2025 is 3%. The proposed raise for 2025-2026 is 2%. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.
- **4. Managers, School Nutrition.** Incremental increases each school year, to achieve a final starting annual salary of **\$40,000** by the 2025-2026 school year. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.

Examples of the increases during the term of this agreement are for illustration only and may be:

2023-24 school year: \$36,500 2024-25 school year: \$38,250 2025-26 school year: \$40,000

- 5. Salary Schedule. There shall be a decompressed salary schedule with a 1.17% step increase each year for contracted Food Service Assistants, Managers, School Nutrition, and Supervisors, School Nutrition. Initial placement rules will be negotiated by the School Board and the Union.
- 6. Health Benefits, non-contracted Food Service Assistants. All non-contracted Food Service Assistants shall have access to current Richmond Public Schools health benefits from the first day of employment, regardless of hours worked in previous years. Richmond Public Schools will pay the same portion of the health care premiums for non-contracted SNS staff as contracted staff.

- 7. Personal Leave, non-contracted Food Service Assistants. All non-contracted Food Service Assistants shall have three (3) days of paid personal leave per year. This leave will not accrue from year to year and is not payable upon separation from employment with Richmond Public Schools.
- 8. Optional Supplemental Retirement Program. All Student Nutrition Services employees covered by this Agreement shall receive specialized customer service and support to access the optional, matching retirement plan offered by Richmond Public Schools.
- **9. Hiring.** All Student Nutrition Services employees covered by this Agreement shall have an opportunity to be involved in department hiring processes.

B. Care and Safety Personnel

- 1. Zone Supervisors, Administrative Security Supervisors, and Emergency Management Training Coordinators.
 - a. For the 2023-2024 school year, a starting salary as follows:

260 days \$48,573 216 days \$40,353

b. For the 2024-2025 and 2025-2026 school years, a minimum raise of 2.5% each year. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.

2. Care and Safety Associates.

- a. For the 2023-2024 school year, a starting salary of \$32,074.
- b. For the 2024-2025 school year, a minimum raise of 3%. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.
- c. For the 2025-2026 school year, a minimum raise of 2%. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.
- 3. Salary schedule. There shall be a decompressed salary schedule with a 1.17% step increase each year for Care and Safety employees covered by this Agreement. Initial placement rules will be negotiated by the School Board and the Union.
- **4. Additional duties stipend.** Lead Care and Safety Associates shall receive a stipend equal to 5% of their current salary as compensation for additional duties.

C. Instructional Assistants

1. Salary. Incremental increases each school year, to achieve a final starting annual salary of **\$30,000** by the 2025-2026 school year. The pacing of the raise will be dependent on available funds and the budget process each year. The School Board and the Union will negotiate exact amounts and/or percentages for the raise each year.

Examples of the increases during the term of this Agreement are for illustration only and may be:

2023-24 school year: \$24,000 2024-25 school year: \$27,000 2025-26 school year: \$30,000

- **2. Salary schedule.** The decompressed salary schedule approved by the School Board will be utilized to provide a 1.17% step increase each year for Instructional Assistants covered by this Agreement.
- 3. Clarification of non-exempt status. The School Board, or its designee, will establish clear documentation for distribution to principals and hiring managers detailing that Instructional Assistants are non-exempt employees with a 7-hour workday; noting that the 7-hour workday does not include breaks and/or lunch hours; and explaining that hours worked above and beyond a 7-hour workday are voluntary and require overtime pay, at regular rates for hours 36-40 and at overtime rates for hours beyond 40.

Additional time worked requires a supervisor's written approval and will be denoted in half hour increments and must include at least 1 hour per pay period for additional pay.

4. Supplemental compensation. When covering the role of a teacher due to teacher absence, an Instructional Assistant shall receive supplemental compensation as follows:

Half day \$50 Full day \$100

V. Grievance Procedure

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and/or which involves the meaning, interpretation or application of this Agreement. Grievances made pursuant to this Agreement shall be filed with the division superintendent within thirty (30) business days of the event or when the grievant knew or reasonably should have known of its occurrence. The grievance should include (i) the date of the event(s); (ii) a description of the event, (iii) the nature of the violation; and (iv) a statement of the relief requested. Grievances shall be resolved in accordance with the dispute resolution process in Section 7 of the Resolution.

VI. Duration

This Agreement shall become effective upon approval by the School Board and ratification by the Union and shall commence July 1, 2023 and continue in effect through June 30, 2026. Pursuant to Section 6 (B)(1) of the Resolution, negotiations for a successor agreement shall commence at least ninety (90) business days prior to the expiration of this Agreement. If

bargaining or an impasse continues beyond the expiration date of an existing collective bargaining agreement, the agreement shall remain in effect until bargaining or the impasse is resolved and a new agreement is signed by both parties.

VII. Funding

The compensation and other benefits in Section IV of this Agreement are subject to sufficient appropriation and funding to the School Board by state and local funding authorities. If the School Board fails to secure sufficient funds to implement said terms, either the School Board or the Union may reopen negotiations of said terms.

VIII. Work Stoppage.

The Union, on behalf of the Employees, shall not encourage or participate in any strike or encourage Employees to willfully refuse to perform the duties of their employment in concert with two (2) or more other Employees. Any Employee violating this section shall be deemed to have terminated their employment and shall be ineligible for employment with the school division for a twelve (12)-month period pursuant to Section 40.1-55 of the Code of Virginia, 1950, as amended. To the extent permitted by law, the School Board agrees that no lockout, which is defined as the refusal of the of the school division to allow Employees to come to work until they accept contract terms, will take place.

IX. Severability

If any provision or any part of any provision of this Agreement shall for any reason be held illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision, or part thereof, had never been contained herein, but only to the extent of its illegality or unenforceability.

Chairperson Date: Date of School Board Approval of Agreement: Exclusive Representative Richmond Education Association, President

School Board of the City of Richmond