

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**RICHLAND SCHOOL DISTRICT #400**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
RICHLAND NUTRITION SERVICES**

SEPTEMBER 1, 2023 – AUGUST 31, 2026



**Public School Employees of Washington/SEIU Local 1948**

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1 hours and shall be returned to their permanent positions upon completion of a  
2 Temporary Position. In the event a regular classified employee is awarded the  
3 temporary position, their position shall be filled with a Substitute for the duration of the  
4 temporary position. Temporary Positions shall be posted only if projected to last more  
5 than thirty (30) workdays.  
6

7 6. Replacement Employee - is an employee who fills a position created by an employee on  
8 a leave of absence for a minimum of ninety (90) workdays.

9  
10 A. The Association Leadership shall be notified of replacement positions prior to  
11 posting.

12 B. Replacement employees shall be eligible for benefits as per Section 12.2.

13 C. Current employees in replacement positions shall retain and accrue benefits.

14 D. Current employees who take replacement positions will be returned to their  
15 previously held position at the conclusion of the leave.

16 E. Seniority will be applied to the replacement employee.

17 F. Newly hired replacement employees will be placed in lay-off status when the  
18 employee on leave returns to their position according to the current Collective  
19 Bargaining Agreement.

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21  
22 7. Summer Positions – Temporary summer extra hours/summer positions will be posted  
23 and awarded by seniority as follows:  
24

25 A. Management will post available work for NS Team Member as summer extra  
26 hours schedules for the duration of summer school.

27 B. Employees will be given first preference for available extra hours by seniority.

28 C. Employees will be able to indicate which days/weeks they are not available to  
29 work, and management will work to accommodate that preference.

30 D. Summer school extra hours positions are paid at the employee's current rate of  
31 pay unless the position is a higher classification, then the higher rate of pay shall  
32 prevail.

33 E. If vacant shifts remain, RSD may seek volunteers from other bargaining units to  
34 fill the shifts. These employees will be paid NS Team Member Sub rate (ninety  
35 five percent [95%] of NSTM).  
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45 **Section 1.4. Bargaining Unit Work.**

46 All cashiering and Nutrition Services food preparation/serving work shall be assigned exclusively to  
47 positions in this bargaining unit. This does not preclude use of student volunteers at present levels.  
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**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.

**ARTICLE III**

**RIGHTS OF THE EMPLOYEES**

**Section 3.1. Right of Association.**

It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to join and assist the Association. The District and the Association will not, directly, or indirectly, interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

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

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

**Section 3.3. Right to Representation.**

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

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

Neither the District nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual and without danger to the health or safety of the physically handicapped person or others.



1           **Section 3.4.1. Harassment Free Workplace.**

2           The District and the Association are committed to providing a work environment free from  
3           unlawful harassment. The District will not tolerate actions, words, jokes, or comments based on  
4           an individual’s sex, race, ethnicity, age, religion, sexual orientation, or any other legally  
5           protected characteristic. Refer to District Policy and Procedures #8900  
6           (<https://app.eduportal.com/documents/view/717196>) for specifics.  
7

8           **Section 3.5. Personnel File.**

9           There shall be one (1) official personnel file for each employee, and it will be kept in the District  
10          Personnel Office. Each employee shall have the right to see material placed in their personnel file,  
11          provided the request is made at the District personnel office during normal working hours. During the  
12          review, the employee shall be allowed to copy materials and may make an inventory of the materials in  
13          the file. Derogatory material contained in the personnel file shall be removed, upon request, two (2)  
14          years after its placement in the file, provided there are no related violations. The employee shall have  
15          the right to respond, in writing, to any materials in the file, and such response shall become part of the  
16          file. Evaluations shall be retained in personnel file indefinitely. Personnel records, including records of  
17          employee sexual misconduct, verbal, or physical abuse, will be retained pursuant to Washington State  
18          records retention schedules as provided by law.  
19

20          **Section 3.6. Employees Right to Delegate.**

21          Each employee retains the right to delegate any right or duty contained in this Agreement, exclusive of  
22          compensation for services rendered, to appropriate officials of the Association, or to the Public School  
23          Employees of Washington/SEIU Local 1948 (PSE).  
24

25          **Section 3.7. New Employee Orientation.**

26          The District shall provide orientation of new employees within the first week of employment.  
27          Orientation shall include, but not limited to the following:  
28

- 29           1. All District forms/paperwork required for new employees.
- 30           2. Job description.
- 31           3. Discussion of pay scale/including employee’s expected rate.
- 32           4. Explanation of insurance, retirement, and leave benefits.  
33

34          The Employer will provide Public School Employee of Washington/SEIU Local 1948 (PSE)  
35          reasonable access to new employees of the bargaining unit for the purposes of presenting information  
36          about PSE to the new employee. “Reasonable access” for the purposes of this section means the access  
37          to the new employee occurs within one (1) week of the employee’s start date within the bargaining  
38          unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s  
39          regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the  
40          Employer and PSE.  
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**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 to 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.

**Section 4.1.1. Notification of Discipline / Grievance.**

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 hearings and discussions conducted by any District official or body arising out of grievance and make known the Associations views concerning the case.

**Section 4.1.2. Right to Delegate.**

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

**Section 4.2. Seniority Lists.**

Seniority lists will be updated by November 1 of each year. A copy of the list will be provided to every employee and the Association. The Association will have access to other public information on request at the District business offices during regular business hours in accordance with state and federal laws and regulations. Names, positions and hire dates of persons employed after November 1 shall be reported to the Association within ten (10) workdays of hire date.

**Section 4.3. New Employee Orientation.**

- A. The District will provide the Association advance notice before any scheduled new employee orientation, and within forty-eight (48) hours in advance of the orientation will provide an electronic list of expected participants, where possible.
- B. The format and content of the District orientation is up to the District.
- C. District orientations can be conducted onsite or virtually at the discretion of the District.
- D. 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.
- E. 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.
- F. The Union President or designee shall be granted paid release time to conduct this meeting.



1 **Section 4.3.1. New Hire Notification.**

2 The District will provide the Association electronic notification of the name, address, personal  
3 phone number, job title, work location, and work email address of the newly hired bargaining  
4 unit employees at least three (3) workdays before they begin their first day on the job.  
5

6 **Section 4.3.2. Employee Information.**

7 During the first week of each month of an employee’s hire date or change/transfer in position  
8 and two (2) times annually November 1 and March 1 thereafter, for all employees covered  
9 under PSE collective bargaining unit, the employer will provide an .XLSX digital file format to  
10 the association President or designee and [membership@pseofwa.org](mailto:membership@pseofwa.org) for all employee  
11 information retained in the employer’s records to the Union.  
12

13 The information will include:

- 14
- 15 • The employee's name and date of hire and if a change in position the new position start  
16 date.
- 17
- 18 • The employee's contact information, including:
  - 19 ○ Cellular, home, and work telephone numbers.
  - 20 ○ Work and personal email addresses; and
  - 21 ○ Home address or personal mailing address.
  - 22 ○ The employee's job title Employee ID or unique identifier.
- 23
- 24 • Annual salary for contracted work performed under the Collective Bargaining  
25 Agreement.
  - 26 ○ Rate of pay for contracted work performed under Collective Bargaining  
27 Agreement.
  - 28 ○ Enhancements or stipends received by the employee.
  - 29 ○ Contracted days for work performed under Collective Bargaining Agreement.
  - 30 ○ Continuing position “yes or no.”
  - 31 ○ Primary work site location or duty station.
- 32

33 Personnel Action list will be sent electronically to the Association President and  
34 [membership@pseofwa.org](mailto:membership@pseofwa.org) after each meeting of the Board of Directors.  
35

36 **Section 4.4. Association Release Time.**

37 The President of the Association and their designated representative will be provided time off without  
38 loss of pay to attend meetings which the administration judges is in the best interest of the District.  
39

40 **Section 4.5. Employee Information.**

41 Twice annually, on timely request of the Association, the District shall provide Public School  
42 Employees of Richland Nutrition Services with the following information regarding each employee in  
43 the bargaining unit: Name, position, hire date, hourly rate, hours worked per year/per day and annual  
44 pay.  
45



1 **Section 4.6. Worksite Access.**

2 The Association field staff, upon making their presence known to the District, shall have access to the  
3 District premises during business hours, provided, that no conference or meetings between employees  
4 and Association representatives will in any way hamper or obstruct the normal flow of work.  
5

6 **Section 4.7. State Union Business.**

7 The President of the Association and designated representatives will be provided time off without loss  
8 of pay to a maximum of five (5) workdays per year to attend regional or state meetings when the  
9 purpose of those meetings is in the best interest of the District as determined by the District  
10 administration.  
11

12 **Section 4.8. Bulletin Boards.**

13 The District shall provide bulletin board space in each building for the use of the Association. The  
14 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
15 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
16 bulletins may not be posted. There shall be no other distribution or posting by employees or the  
17 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District  
18 property, other than herein provided. The responsibility for the prompt removal of notices from the  
19 bulletin boards after they have served their purpose shall rest with the individual who posted such  
20 notices. This section does not preclude the use of the interschool mail system for Association business.  
21

22 **Section 4.9. Training.**

23 With prior approval, those employees participating in cross training (when training an employee for a  
24 higher classification), as the trainer, shall receive an additional twenty-five cents (\$0.25) per hour  
25 when performing training duties.  
26

27 The trainer shall be the employee within the kitchen who has the most seniority that pertains to the  
28 position they are cross-training for, if the most senior person does not want to train and there is another  
29 available employee the process of trainer selection would go from most senior to least senior.  
30

31  
32 **ARTICLE V**

33  
34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

35  
36 **Section 5.1. Scope of Negotiations.**

37 It is agreed and understood that appropriate matters for consultation and negotiation are grievance  
38 procedures, wages, hours, and working conditions.  
39

40 **Section 5.2. Scope of Consultation.**

41 It is further agreed and understood that the District will consult with the Association, and meet with the  
42 Association upon its request, in the formulation of any changes being considered in existing benefits,  
43 policies, practices and procedures.  
44

45 **Section 5.3. New Positions.**

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



1 **Section 5.4. School Calendar.**

2 The Association will be included in the distribution of the final draft of the school calendar. The parties  
3 shall bargain upon request of the Association with regard to calendar impacts.  
4

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6 **ARTICLE VI**

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8 **ASSOCIATION BUSINESS**

9  
10 **Section 6.1. Labor Management Committee.**

11 The Labor/Management Committee shall consist of the Association President and three (3) Association  
12 members, Nutrition Service management and two (2) representatives from the District. Additional  
13 members may be asked to attend based upon specific topics. The committee shall meet at mutually  
14 agreed dates and times not less than quarterly at a District-supplied space. If outside of their normal  
15 work time, employees will be paid up to a maximum of one (1) hour of their regular pay rate. The  
16 purpose of the meetings is to discuss issues arising in the day-to-day operation of the department.  
17 These meetings shall not change or otherwise impact the Collective Bargaining Agreement or take the  
18 place of negotiations.  
19

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

21 The Labor Management Committee, as defined in the CBA is committed to discussing cultural  
22 competency, equity, diversity, and inclusion during the term of this agreement. The LM  
23 Committee may mutually agree to participate in workshops on this topic and/or provide  
24 training and information to bargaining unit members and managers. Any workshops, planning  
25 work, training, or discussions specific to this topic that are outside of paid time will be paid at  
26 the employee’s hourly rate. (e.g., labor management meetings are already paid).  
27

28 **Section 6.2. Time Allowed for Discussions.**

29 Association representatives will be allowed sufficient time during working hours to discuss with  
30 employees’ grievances and appropriate matters directly related to working situations in their area.  
31 Association representatives will guard against the use of excessive time in the handling of such  
32 matters.  
33

34 **Section 6.3. Investigation and Consultation.**

35 Association representatives may receive and investigate to conclusion complaints or grievances of  
36 employees, and thereafter advise employees of rights and procedures outlined in this Agreement and  
37 applicable regulations or directives for resolving the grievances or complaints. The Association may  
38 consult with the District on complaints without a grievance being made by an individual employee and  
39 may pursue the matter to conclusion.  
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41 **Section 6.4. Meetings / Negotiations Minutes.**

42 When formal meetings are held between the District and the Association, each party shall be  
43 responsible for preparing its own minutes.  
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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 7.1. Workweek.**

The workweek shall normally be weekdays (Monday through Friday). If an employee works on Saturday or Sunday, the employee will be paid per Section 7.1.2. Under emergency situations on non-contracted days (i.e., weekends, spring break, holidays, etc.), the District shall seek volunteers first. If there are too many volunteers, staffing will be done on a rotational basis of highest in seniority to lowest. If no volunteers, staffing will be done on a rotational basis of lowest in seniority to highest.

**Section 7.1.1. Work Shift.**

Each employee shall be assigned to a regular shift and workweek. Beginning and ending times may vary according to building and student schedules which shall not be changed without prior notice to the employee of ten (10) workdays, except in case of emergency or if waived by employee.

**Section 7.1.2. Overtime.**

Overtime is one and a half (1½) times the hourly rate. Overtime will be paid for all hours worked over forty (40) hours per week. All overtime must have prior approval of the Nutrition Services Director. Employees will not be assigned to a work schedule that flexes their daily hours worked in a day for the purpose of circumventing overtime hour's accrual.

**Section 7.1.3. Breaks and Lunches.**

Each employee shall be provided breaks and lunch periods as follows:

1. Works 3.5 – 3.75 consecutive hours will be entitled to one (1) fifteen (15) minute paid break.
2. Works 4 – 4.75 consecutive hours will be entitled to one (1) twenty (20) minute paid lunch break.
3. Works 5 – 6.75 consecutive hours will be entitled to one (1) twenty (20) minute paid lunch break & one (1) fifteen (15) minute paid break.
4. Works 7 consecutive hours or more will be entitled to one (1) twenty (20) minute paid lunch break and two (2) fifteen (15) minute paid breaks.

**Section 7.2. Staff Meetings / In-Service.**

Employees who attend staff meetings, and/or in-service training programs, will be paid at the employee's hourly rate of pay for meetings held outside the normally scheduled work shift.

**Section 7.3. Filling Absences.**

Personnel from within the same kitchen shall be given the preference of accepting extra time (the longer shift) caused by an absence of a regular employee, depending on availability and seniority. The shorter shift shall be filled with a Substitute employee.

**Section 7.4. Working in Higher-Paid Classification.**

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received in the higher classification.

1 **Section 7.4.1. Kitchen Manager Backup - Secondary.**

2 An essential function of the Kitchen Manager Backup Secondary position is to fill in for the  
3 Kitchen Manager when absent for any reason. As such, higher classification pay will only apply  
4 to Kitchen Manager Backup Secondary positions after the tenth consecutive day of filling in for  
5 the Kitchen Manager. After the tenth consecutive day, higher classification pay will be  
6 retroactive to the first day working in the Kitchen Manager position.  
7

8 **Section 7.5. Working in Lower-Paid Classification.**

9 Employees requested to work in a job normally filled by a lower classification employee shall not  
10 suffer a reduction in wages.  
11

12 **Section 7.6. Call-Back Time.**

13 Call-back time shall be for not less than two (2) hours at the appropriate rate.  
14

15 **Section 7.7. Special Functions – Catering.**

16 Request of small group meals during normal breakfast or lunch times with products we normally  
17 produce such as clamshell salads for staff or trays of cookies etc. will be completed by onsite staff as  
18 other duties assigned. Extra time at staff current pay is approved if needed to complete this. These  
19 meals can be billed to individual staff accounts or billed through the NS Department.  
20

21 After-hours events such as chili feeds or evening BBQs, etc. will be offered to the onsite staff where  
22 the event is to be held first and paid at the catering rate. These events are billed to the requester at a  
23 higher catering rate not the school meal rate.  
24

25 Catering opportunities will be communicated through Nutrition Services' weekly notes and an email to  
26 each kitchen. These opportunities will have a respond by date and awarded to the most senior staff. If a  
27 more senior staff misses the respond by date, they could be passed over by the staff that responded on  
28 time.  
29

30 **Section 7.8. Kitchen Manager Requirements.**

31 Kitchen Manager hours shall be a minimum of four (4) hours per day. It will be a prerequisite  
32 requirement for Kitchen Managers hired after September 1, 2010, to currently have and maintain  
33 Serve-Safe certification. To maintain certification, recertification will be offered to all Kitchen  
34 Managers as optional at three (3) years (following course completion) but required prior to expiration.  
35

36 **Section 7.9. Additional Contract Time.**

37 Nutrition Service positions will be advertised as follows:  
38

- 39 • All additional time of two (2) hours or more will be advertised/posted for consideration.
- 40
- 41 • Additional time between one (1) hour and one and three-fourths (1 ¾) hours (due to rounding  
42 to the nearest fifteen (15) minutes) will be made available within the bargaining unit by  
43 seniority and availability. Management will notify kitchens of the time availability and expect  
44 interested employees to reply if they desire to be considered.
- 45
- 46 • Additional time of less than one (1) hour - (15, 30 or 45 minutes) will be awarded within the  
47 kitchen based on seniority and availability.  
48

1 **Section 7.10. Contracted Days per Year.**

2 Employees are “contracted” on a one hundred eighty-two (182) day basis exclusive of contractual  
3 leaves and holidays. The Richland School District schedule incorporates both parent-teacher  
4 conferences and early release days. All non-standard student days will be made up by staff in a  
5 schedule to be determined by the Nutrition Services Director. Make-up days will be scheduled before  
6 school starts in August, during the school year or after school ends in June, for cleaning and/or in-  
7 service training. Make up days will not be scheduled more than one (1) week prior to or one (1) week  
8 after school is concluded. The schedule will be determined by August 1 for the following school year.  
9

10 **Section 7.11. Delayed Start.**

11 In the event there is a delayed start of school, the District shall make every effort to notify all  
12 employees through the media and District web site.  
13

- 14 • Employees need to arrive to work as directed by the supervisor.
- 15
- 16 • Employees shall drive as safely as possible to work and communicate with their supervisor if  
17 they expect to be more than fifteen (15) minutes late.
- 18
- 19 • All employees will be allowed to leave work at the end of their regularly scheduled day without  
20 loss of pay.  
21

22 If employees arrive to work after a two (2) hour delay start and a decision is made to close school,  
23 those employees will be released and will be paid a minimum of two (2) hours or actual time worked,  
24 whichever is greater.  
25

26 **Section 7.12. Increasing Contracted Time.**

27 In the event that an employee is consistently time sheeting extra hours for two (2) weeks or more,  
28 those times shall be incorporated into the shift as applicable, and after researched by the Nutrition  
29 Services Supervisor in accordance with the provisions of this Agreement, and any appropriate benefits  
30 shall be applied. Employees shall use the attached form to track this time. A copy of this form shall be  
31 sent to the District administration including Executive Director of Human Resources and Executive  
32 Director of Operations.  
33

34 **ARTICLE VIII**

35 **HOLIDAYS**

36 **Section 8.1. Holidays.**

37 All employees shall receive the following paid holidays that fall within their work year:  
38

- |                              |                              |
|------------------------------|------------------------------|
| 39 1. New Year’s Day         | 40 6. Veterans’ Day          |
| 41 2. Martin Luther King Day | 41 7. Thanksgiving Day       |
| 42 3. Presidents’ Day        | 42 8. Day after Thanksgiving |
| 43 4. Memorial Day           | 43 9. Day before Christmas   |
| 44 5. Labor Day              | 44 10. Christmas Day         |
| 45                           | 45                           |
| 46                           | 46                           |
| 47                           | 47                           |
| 48                           | 48                           |



1 **Section 8.1.1. Holiday Pay.**

2 Holiday pay is based upon your scheduled work hours and the base rate in effect at the time the  
3 holiday occurs. Extra hours and substitute hours do not qualify for holiday pay. Employees who  
4 are on active payroll must work their last assigned shift preceding the holiday and the first  
5 assigned shift succeeding the holiday to receive holiday pay. An exception to this requirement  
6 would be for an employee to be on approved paid leave.  
7

8  
9 **ARTICLE IX**

10  
11 **LEAVES**

12  
13 **Section 9.1. Intent.**

14 Employees in the District have access to a variety of leave options based on their personal circumstance.  
15 The intent of this article is to provide general guidelines for each leave option. The District will follow  
16 current legal guidance for any state or federal leave option and the Human Resources Department is  
17 committed to an interactive process with employees to support their needs. All requests for leave shall  
18 be submitted in writing to the Nutrition Services Director. Employees shall be notified in writing within  
19 five (5) business days of submission of leave request of approval or denial. Kitchen Managers shall be  
20 notified by the Director of all requests for leave. For leaves greater than six (6) days, employees are  
21 required to work with the District’s Human Resources office to coordinate leave options, start and end  
22 dates of leave, and concurrent or consecutive use of leave as allowed by statute.  
23

24 **Section 9.2. Table of Contents.**

<b><u>Type of Leave</u></b>	<b><u>Section</u></b>	<b><u>Status of Leave</u></b>
Sick Leave.....	9.3.....	Paid until exhausted
Family Medical Leave Act (FMLA).....	9.4.....	Up to 60 days unpaid leave
Washington Paid Family Medical Leave.....	9.5.....	Unpaid within state-determined limits
Parental Leave (Maternity, Paternity, Adoption, Foster).....	9.6.....	Paid/unpaid within limits
Personal Leave.....	9.7.....	Paid until exhausted
Bereavement.....	9.8.....	Paid within limits
Judicial.....	9.9.....	Paid within limits
Military.....	9.10.....	Paid within limits
Leaves of Absence.....	9.11.....	Paid or unpaid
Worker’s Compensation.....	9.12.....	Paid or unpaid within limits
Attendance Counseling.....	9.13.....	N/A
Sick Leave Sharing.....	9.14.....	Paid until exhausted

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39  
40 **Section 9.3. Sick Leave.**

- 41 A. Each employee shall accumulate one (1) day of sick leave for each calendar month worked.
- 42
- 43 B. Newly hired employees will receive pro-rated amount of sick time for the month hired based on
- 44 the number of days worked and hours per day.
- 45
- 46 C. Sick leave shall be vested when earned and shall be accumulated up to the number of days in
- 47 the employee’s work year pursuant to state law.





- 1 D. The District shall project the number of annual days of sick leave at the beginning of the school  
2 year according to the estimated calendar months the employee is to work during that year. The  
3 employee shall be entitled to the projected number of days of sick leave at the beginning of the  
4 school year.  
5
- 6 E. Sick leave benefits shall be paid on the basis of hourly rate applicable to the employee's normal  
7 daily work shift; provided, however, that should an employee's normal daily work shift  
8 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits  
9 will be paid in accordance with the employee's normal daily work shift at the time the sick  
10 leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily  
11 basis.  
12
- 13 F. If an employee terminates employment with the District while having taken sick leave days  
14 projected, but not earned, a deduction shall be made from the last paycheck in the amount of  
15 the cost of salary and benefits for those days (or fractions thereof). If the amount of deduction  
16 exceeds the amount of the last paycheck, the employee is financially responsible for paying the  
17 overage back to the District.  
18
- 19 G. Should an employee's absence exceed five (5) days, the District will require verification from a  
20 health care provider that an employee's use of paid sick leave is for an authorized purpose  
21 (reference RCW 49.46.210). The District will not require that the information provided  
22 explains the nature of the condition.  
23
- 24 H. Employees are authorized to utilize sick leave for the following reason (reference RCW  
25 49.46.210):  
26
- 27 1. To provide care for a family member with mental or physical illness, injury, or health  
28 condition.
  - 29 2. To provide care for a family member who needs medical diagnosis, care, or treatment of  
30 a mental or physical illness, injury, or health condition(s).
  - 31 3. To provide care for a family member who needs preventative medical care for a family  
32 member with mental or physical illness, injury, or health condition.
  - 33 4. Family means any of the following (including future changes/additions set by state or  
34 federal statute):  
35  
36 a. A child, including biological, adopted, or foster child, stepchild, or a child to whom  
37 the employee stands in loco parentis, is a legal guardian, or is de facto parent,  
38 regardless of age or dependency status.  
39  
40 b. A biological, adoptive, de factor, or foster parent, stepparent, or legal guardian of an  
41 employee or the employee's spouse or registered domestic partner, or a person who  
42 stood in loco parentis when the employee was a minor child.  
43  
44 c. A spouse.  
45  
46  
47  
48

1 d. A registered domestic partner.

2 e. A grandparent.

3 f. A grandchild.

4 g. A sibling.

5 5. Family illness leave is noncumulative and is deducted from sick leave.

6 I. Any denial for time off shall require a written reason from the District.

7 J. Emergency leave will be granted and deducted from sick leave. An emergency is defined as a  
8 problem that must have been suddenly precipitated and must be of such a nature that  
9 preplanning was not possible, and of a nature that preplanning could not relieve the necessity  
10 for the employee's absence.

11 **Section 9.4. Family Medical Leave Act.**

12 A. The District will allow use of employee granted leave pursuant to RCW Chapter 49.78  
13 (Washington Family Leave Act) or the federal statute (29 CFR Part 825), whichever provides  
14 the greater benefit.

15 B. Notwithstanding the provisions of the Washington Family Leave Act or the Federal Family and  
16 Medical Leave Act (FMLA), the District agrees to apply the provisions of that Act to all  
17 employees in the bargaining unit who have completed twelve (12) months of employment with  
18 the District and have worked seven hundred twenty (720) hours or more in the previous twelve  
19 (12) months regardless of whether they meet the eligibility requirements contained in the  
20 FMLA.

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

23 **Section 9.5. Washington Paid Family Medical Leave (PFML).**

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

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

30 **Section 9.6. Parental (Maternity, Paternity, Adoption, Foster) Leave.**

31 A. Parental Leave shall commence at the designation of the employee and the employee's personal  
32 physician, provided that said leave shall not commence sooner than thirty (30) business days  
33 prior to the estimated date of childbirth, unless medically required and so certified in writing to  
34 the District by the employee's attending physician.

- 1 B. Absence from work due to pregnancy is to be treated as if the employee were sick or otherwise  
2 temporarily disabled.  
3
- 4 C. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their  
5 discretion and any award is subject to the State's eligibility rules, not the employer's. Any  
6 PFML leave awarded shall be used concurrently with FMLA, unless regulations specify  
7 otherwise. Employees will coordinate the duration of paid and/or unpaid leaves (e.g., PFML,  
8 Sick Leave, Personal Leave, etc.) with the Human Resources Department.  
9
- 10 D. Parental Leave shall not exceed twelve (12) weeks unless otherwise extended by specific  
11 circumstances. Any request to extend parental leave beyond twelve (12) weeks (or otherwise  
12 extended) is considered a leave of absence.  
13
- 14 E. The employee shall notify the District at least ten (10) workdays prior to the date upon which  
15 the employee intends to return to work following parental leave.  
16
- 17 F. Employees returning from parental leave shall be placed in their former position in the District.  
18 Should parental leave extend into the second year of unpaid leave, the employee's total hours at  
19 the time of their leave are protected but not any specific school or job placement. This section  
20 shall comply with PFML and FMLA regulations.  
21
- 22 G. Refer to <https://paidleave.wa.gov/?s=Benefit+guide> for additional guidance on PFML.  
23
- 24 H. This section shall comply with state and federal statutes related to parental leave. Eligibility for  
25 PFML is subject to state regulations and employees are required to apply for PFML benefits  
26 through the Employment Security Department (ESD). Approval or denial of PFML benefits  
27 lies solely with the ESD.  
28
- 29 I. An employee may elect to have parental leave deducted from their accrued leaves banks (e.g.,  
30 sick, personal, vacation).  
31
- 32 J. The District will not supplement any unpaid portion of PFML benefits.

### **Section 9.7. Personal Leave.**

- 34 A. Each employee will be allowed three (3) days of unrestricted personal leave.  
35
- 36 B. Advanced notice shall be given by the employee taking this leave. No reason needs to be given  
37 to take these three (3) personal days except the word "personal".  
38
- 39 C. Personal leave will be granted on a first-come, first-served basis. The District may deny  
40 personal leave requests due to lack of building/department coverage. Personal leave may not be  
41 taken on the first or last day of school.  
42
- 43 D. Accumulated Personal Leave & Cash Out Procedures:  
44
- 45 1. Two (2) days of leave in any one (1) fiscal year will be cumulative.
  - 46
  - 47 2. The employee may bank two (2) days at the end of June to have a maximum of five (5)  
48 days available in the next school year.

- 1  
2 3. The employee may cash out a maximum of three (3) unused personal days annually at  
3 one hundred percent (100%) during the fiscal year. Payment for personal days may not  
4 be claimed under more than one District policy for any day of absence. The employee is  
5 responsible for notifying the District as to the employee's choice to cash-out or bank  
6 Personal Leave.  
7

8 **Section 9.8. Bereavement Leave.**

- 9 A. Employees shall be allowed a maximum of five (5) days of paid leave for each occasion of  
10 absence caused by death in the immediate family.  
11  
12 B. The employee shall submit justification in writing to Human Resources. This justification can  
13 be submitted upon return in emergent circumstances.  
14  
15 C. Immediate family is defined as spouse, domestic partners, parents, stepparents, guardians,  
16 grandparents, brothers, sisters, stepbrothers, stepsisters, children, stepchildren, in-laws, and  
17 grandchildren.  
18  
19 D. Bereavement leave shall be allowed for absence occasioned by the death of the employee's  
20 extended family, provided that such leave shall be limited to a maximum of three (3) days per  
21 occasion. Extended family is defined as aunt, uncle, niece, nephew, and spouse and children's  
22 immediate family.  
23  
24 E. Employees shall be allowed a maximum of one (1) day of paid leave for the death of a 1) close  
25 friend, or 2) a relative not included in the "immediate family" or "extended family" definition  
26 above. The single-day bereavement leave provided in this paragraph is limited to three (3)  
27 occasions per year.  
28  
29 F. Bereavement leave is noncumulative.  
30  
31 G. Exceptions with respect to bereavement leave may be granted on a case-by-case basis and will  
32 not set a precedent.  
33

34 **Section 9.9. Judicial Leave.**

- 35 A. Employees summoned to serve as a juror, subpoenaed to appear as a witness in court or named  
36 as a co-defendant with the School District shall receive their normal rate of pay for each day  
37 attendance is required in court.  
38  
39 B. Any compensation received for such service shall be retained by the employee.  
40  
41 C. If an employee is a party in a court action (as a plaintiff/respondent) unrelated to the District,  
42 such employee may request a leave of absence (See Section 9.11).  
43

44 **Section 9.10. Military Leave.**

- 45 A. Employees shall be granted up to twenty-one (21) days of paid leave while participating in  
46 annual active-duty training or deployment as members of the National Guard or U.S. Armed  
47 Forces Reserve.  
48

- B. Employees are not entitled as a matter of right to a leave of absence to attend military reserve meetings held during employees' working hours.
- C. The duration of paid leave available (currently twenty-one [21] days) will remain consistent with statute. If the number of paid days changes, the parties agree to change to the new number.

**Section 9.11. Leaves of Absence.**

- A. Employees who have completed two (2) full years of employment with the District may submit a written request for a leave of absence, not to exceed one (1) year.
- B. A second year leave of absence may be granted for reasons of extended illness or disability.
- C. The employee will be returned to the same or similar position without loss of accrued seniority, salary, and sick leave rights.
- D. Leaves of absence can be paid or unpaid depending on the amount of paid time available to an employee.
- E. Leave and seniority shall not accrue while the employee is on an unpaid leave of absence.

**Section 9.12. Workers Comp.**

- A. Any employee covered by Workman's Compensation and State Industrial Insurance, who is unable to work due to a job-related injury or illness, may choose to use accrued sick leave in the amount of the difference between their regular pay and compensation received from the State Department of Labor and Industries.
- B. Sick leave shall be deducted for the first three (3) days following the date of said injury or illness.
- C. Should an employee later receive compensation from the Department of Labor and Industries for the first three (3) days of absence following a work-related injury or illness, the amount paid by the employee shall be credited to the District from monies due the employee in the next payroll period.
- D. That portion of sick leave paid, as determined by the ratio of regular sick leave and State Industrial Compensation, shall be charged against the employee's accrued sick leave.

**Section 9.13. Attendance Counseling.**

- A. Attendance Counseling:
  - 1. When an employee has expended all leave and requests additional time-off, a supervisor may request the employee to provide a summary of reasons for all leave taken within the current year.
  - 2. Prior to initiating the disciplinary process with an employee with excessive unpaid leave, the supervisor will have a leave counseling session with the employee which may include written attendance expectations.



- 1 3. Progressive Discipline (consistent with RSD Policy #5275 and due process rights in this  
2 Agreement) may be administered after written attendance expectations have been issued to  
3 the employee.  
4  
5 4. Excessive unpaid absences may result in termination of employment.  
6

7 **Section 9.14. Sick Leave Sharing.**

8 Employees shall be entitled to sick leave sharing in accordance with all applicable state laws  
9 (28A.400.380). Employees may receive sick leave donations from any Richland District employee  
10 group. No employee is obligated to donate; however, employees may request donations from any RSD  
11 employee group through the appropriate procedures.  
12

13 **Section 9.15. Sick Leave Buy-Back and Cashout.**

14 The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and rules  
15 and regulations promulgated pursuant thereto are by this reference incorporated herein.  
16  
17

18 **ARTICLE X**

19 **SENIORITY**  
20  
21

22 **Section 10.1. Definition – Hire Date.**

23 The seniority of full-time and regular part-time employees within the bargaining unit shall be  
24 established as of the date on which the employee began continuous daily employment in the Nutrition  
25 Services Department (hereinafter referred to as “hire date”) unless such seniority shall be lost as  
26 hereinafter provided.  
27

28 **Section 10.2. Seniority-Loss.**

29 An employee shall lose seniority for any of the following reasons:  
30

- 31 A. Resignation.  
32 B. Discharge for any reason contained in this Agreement.  
33 C. Retirement.  
34 D. Layoff without recall for a period of twelve (12) months.  
35 E. Failure to report following a recall or completion of a leave of absence.  
36

37 **Section 10.3. Seniority-No Loss.**

38 Seniority rights shall not be lost for the following reasons, without limitation:  
39

- 40 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.  
41 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
42 States.  
43 C. Time spent on other authorized leaves.  
44

45 **Section 10.4. Seniority Rights.**

46 The employee with the greatest seniority shall have preferential rights regarding shift selection,  
47 promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are  
48 substantially equal with the junior employee or other applicant. If the District determines that the

1 seniority rights should not govern because the junior employee or other applicant possesses ability or  
2 performance substantially greater than a senior employee or senior employees, the District shall set  
3 forth in writing to the employee or employees and the organization's Grievance Committee  
4 Chairperson its reasons why the senior employee or employees have been bypassed.

5  
6 **Section 10.4.1. Seniority.**

7 Seniority rights shall commence with the employee's date of hire into the Nutrition Services  
8 Department.

9  
10 **Section 10.4.2. Seniority Tie.**

11 In the event of a tie in seniority dates of employees, the application date shall be used to establish  
12 seniority. In the event of a further tie, the parties shall use the drawing of lots.

13  
14 **Section 10.4.3. Probation.**

15 Each new employee shall remain on a probationary status for a period of ninety (90) workdays  
16 following the hire date. Probationary employees are subject to discharge without review  
17 through the grievance procedure. There is only one (1) probationary period. Changing job  
18 classification does not invoke an additional probationary period.

19  
20 **Section 10.5. Layoff.**

21 In the event of layoff, employees so affected are to be placed on a reemployment list, maintained by  
22 the District according to seniority ranking. Senior employees who have been laid off are to have  
23 absolute priority over junior employees on layoff status or new hires, in filling openings that occur  
24 during the course of a one (1) year period, when minimum qualifications for the job are met. Names  
25 shall remain on the reemployment list for one (1) year. Employees must contact the personnel office in  
26 writing each sixty (60) calendar days after the date of layoff regarding their intent active for  
27 reemployment. The District will provide PSE with advance notice and reasonable opportunity to  
28 bargain layoffs and/or reductions in hours.

29  
30 In emergency situations, as currently provided at law, the District will negotiate these matters with  
31 PSE as soon after implementation as is possible.

32  
33 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
34 and shall thereafter promptly advise the District in writing of any change of address.

35  
36 **Section 10.6. Job Posting.**

37 The District shall publicize within the bargaining unit and to the general public the availability of open  
38 positions. The position will be advertised for a minimum of five (5) workdays before selection is made.  
39 From June 15 to August 15 notification of open positions will be for a period of ten (10) workdays.  
40 Interested employees may contact the Job Line for vacancy notices. In the event the Job Line is  
41 discontinued, employees may leave a self-addressed, stamped envelope with the Nutrition Services  
42 Department for vacancies to be sent to their homes.

43  
44 **Section 10.7. Promotion.**

45 A forty (40) workday trial period shall apply, with right to return to the previous permanent status  
46 position.

1 **Section 10.8. Transfer of Experience.**

2 *Transfer of Washington State School District Experience:*

3 Employees who leave any school District within the State of Washington and commence employment  
4 or reemployment within a seven (7) year period with the Richland School District shall retain the same  
5 longevity, leave benefits, and other benefits (including years of experience on the salary schedule and  
6 vacation credit but excluding seniority) that the employee had in their previous position unless the  
7 District’s system for computing such benefits differs from that of the previous school district, in which  
8 event the transferring *in* employee shall be granted the same longevity, leave benefits, and other  
9 benefits (including years of experience on the salary schedule and vacation credit but excluding  
10 seniority) as an employee in the Richland School District who has similar occupational status and total  
11 years of service.

12  
13 If a transferring *in* employee is hired into a classification different than the classification held at the  
14 previous school district, the transferring *in* employee shall be granted the same longevity, leave  
15 benefits and other benefits (including years of experience on the salary schedule and vacation credit,  
16 but excluding seniority) as an employee in the Richland School District who made a change in  
17 classification.

18  
19  
20 **ARTICLE XI**

21  
22 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

23  
24 **Section 11.1. Just Cause and Due Process.**

25 The District shall have the right to discipline or discharge an employee for justifiable cause. Such  
26 discipline shall be progressive when appropriate, starting with a verbal warning, written reprimand,  
27 suspension, and then discharge. The issue of justifiable cause shall be resolved in accordance with the  
28 grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall  
29 be done in a private manner.

30  
31 **Section 11.2. Notification to Non-Annual Employees.**

32 Should the District decide to eliminate a position or to reduce hours of work for the upcoming school  
33 year, the District shall make every effort to notify the employee in writing by June 15.

34  
35 **Section 11.3. Layoff Notice.**

36 Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
37 employees two (2) weeks’ notice of intention to layoff or reduce hours of work.

38  
39  
40 **ARTICLE XII**

41  
42 **INSURANCE AND RETIREMENT**

43  
44 **Section 12.1. Retirement.**

45 In determining whether an employee subject to this Agreement is eligible for participation in the  
46 appropriate Washington State Retirement System, the District shall report all hours worked, whether  
47 straight time, overtime, or otherwise.





1 **Section 12.2. SEBB Insurance.**

2 Unless modified by the legislature, those employees projected to be working six hundred thirty (630)  
3 hours or more shall be eligible to receive a District contribution of their selected insurance benefits.

4 The employer agrees to provide the insurance plans and provide funding for all bargaining unit members  
5 and their dependents, based on their eligibility above, as required by state law, the State Operating Budget,  
6 and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be payment of the  
7 retiree carveout for all eligible employees.

8  
9 **Section 12.3. SEBB Guidelines.**

10 Insurance plans shall be provided per SEBB guidelines:

11  
12 *Mandatory* participation for the benefit program shall consist of the following benefits:

- 13 1. Basic Life and Accidental Death and Dismemberment (AD&D)
- 14 2. Basic Long-Term Disability
- 15 3. Dental
- 16 4. Vision

17  
18 *Optional* participation for the following benefits shall consist of:

- 19 1. Medical
- 20 2. Supplemental Life and Accidental Death and Dismemberment (AD&D) additional  
21 coverage may be purchased by employees at their discretion.
- 22 3. Supplemental Long-Term Disability- additional coverage may be purchased by the  
23 employees at their discretion.

24  
25 It is the responsibility of the employees to enroll into these plans and insurances. All benefits offered  
26 will follow SEBB guidelines.

27  
28 **Section 12.4. Open Enrollment.**

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

35  
36 **Section 12.5. Liability Coverage.**

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

38  
39 **Section 12.6. Annuity Plans.**

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

44  
45 **Section 12.7. VEBA.**

46 The District has adopted the VEBA (The “Plan”) pursuant to applicable RCW’s and agrees to make  
47 contributions to the Plan on behalf of all employees in the unit who are eligible to participate.



Contributions on behalf of each eligible employee shall be based on the conversion value of leave days accrued by such employee available for contribution in accordance with the statute.

Each school year during the term of this agreement, a Memorandum of Understanding will be executed so the bargaining unit can select the contribution options to be available to all members of the unit for that school year.

## ARTICLE XIII

### EDUCATIONAL CREDITS

#### **Section 13.1. Earned Credits.**

School Nutrition Service employees demonstrate professionalism by attaining and maintaining certification to keep current in child nutrition programs and the nutrition service industry. Therefore, the Richland School District Nutrition Services will fund the following Educational Credits program. Staff earning credits through additional training, will be eligible for additional incentive compensation consistent with the following schedule:

<b><u>Level</u></b>	<b><u>Course Hours Required</u></b>	<b><u>Increment per Hour</u></b>
<b>Initial</b>	Initial certification 20 hours (includes Serve-Safe Certification)	\$0.25
<b>I</b>	20 additional certified course hours	\$0.25 (total \$0.50)
<b>II</b>	20 additional certified course hours	\$0.25 (total \$0.75)
<b>III</b>	20 additional certified course hours	\$0.25 (total \$1.00)

Totals: Initial certification plus sixty (60) additional course hours = a maximum of one dollar (\$1.00) incentive pay.

Employees with a BA, BS, or AA will be moved to level III of the course hours table as defined above as defined above. Official transcript(s) must be submitted to the HR Department by October 1 to receive the benefit for that contract year. Official transcript(s) are only required to be submitted once the benefit continues.

Once levels are met there is no continuing education requirement to maintain that level. OSPI professional standards requires six (6) credit hours a year that will be provided by RSD and paid for at current wages.

**Pay Incentive:** Clock hours are due August 30 of every year for pay incentives to be effective September 1 of the following school year. A summary sheet of the events, date, and number of clock hours is to be in the Nutrition Services office no later than September 1 for the incentive to begin that school year.

**Tuition Reimbursement:** The District will create a five-thousand dollars (\$5,000.00) tuition reimbursement fund for employees taking college courses of 101 or higher. Current employees applying for tuition reimbursement shall apply using the tuition reimbursement application.

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

- 3
- 4 a. The Course must be offered by an accredited college/university.
- 5 b. Eligible classes must be college course levels of 101 or higher.
- 6 c. A passing grade of “C” or a 2.0 on a 4.0 scale or better must be received.
- 7
- 8

## 9 ARTICLE XIV

### 10 ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

#### 11 **Section 14.1. Membership.**

12 (Reference RCW 41.56.110) The Association, which is the legally recognized Exclusive Bargaining  
13 Representative of the classified employees as described in the recognition clause of this Agreement,  
14 shall have the right to have deducted from the salary of members of the Association (upon receipt of an  
15 authorization form), an amount equal to the fees and dues required for membership in the Association.  
16 The parties recognize that each employee has the right to become a member of the Association and the  
17 District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that  
18 process.  
19  
20

#### 21 **Section 14.1.1. Authorizations.**

22 The District agrees to accept dues authorizations via written, voice authorization or by E-  
23 signature in accordance with “E-SIGN”. Public School Employees of Washington (PSE) will  
24 provide a list of those members who have agreed to union membership via voice authorization.  
25 In addition, upon request, access to the District to the .wav files associated with the voice  
26 authorization. PSE will be the custodian of the records related to dues authorizations. PSE  
27 agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and  
28 safekeeping of those records.  
29  
30

#### 31 **Section 14.2. Dues Deduction / Checkoff.**

32 The dues deduction and authorization form shall remain in effect from year to year, shall be irrevocable  
33 unless revoked within the terms outlined on the Membership Authorization form. The District shall  
34 deduct voluntary political contributions from the pay of any employee who authorizes such deduction  
35 in writing pursuant to RCW 41.56.110.  
36

37 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of  
38 the Union in good standing, shall maintain their membership in the Union during the term of this  
39 Agreement unless membership is revoked through contact with the Union.  
40

#### 41 **Section 14.3. Political Action Committee.**

42 The District shall, upon receipt of an authorization that conforms to legal requirements, deduct from the  
43 pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for  
44 deduction for political purposes and shall transmit the same to the Union on the Union dues transmittal  
45 check. The employee may revoke the request at any time by notifying PSE in writing. The Association  
46 shall make any notifications required by law to political contributions under WAC 390-17-110.  
47

1 **Section 14.4. Chapter Dues.**

2 In addition to the above fees, the Association may choose to vote to assess an amount of dues per pay  
3 period fee to be used for local Chapter operations. The Chapter President will notify the District  
4 annually regarding the amount of the Chapter dues. Such dues shall be deducted from each member's  
5 monthly paycheck and forwarded to the Association President.

6  
7 **Section 14.5. Recordkeeping.**

8 PSE will provide a list of those members who have agreed to Union membership. In addition, upon  
9 request, the District shall have access to view or obtain a copy of the membership authorization. PSE  
10 will be the custodian of the records related to Union membership/dues deduction Authorizations.

11  
12 PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and  
13 safekeeping of those records.

14  
15 **Section 14.6. Hold Harmless.**

16 The Association and Public School Employees of Washington/SEIU Local 1948 will indemnify,  
17 defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the  
18 District as a result of the District’s acceptance of authorizations for payroll deduction of dues and/or  
19 PSE’s representations regarding the existence of a valid membership authorization or voluntary  
20 political contributions.

21  
22  
23 **ARTICLE XV**

24  
25 **GRIEVANCE PROCEDURE**

26  
27 **Section 15.1. Definition – Grievance.**

28 Grievances or complaints arising between the District and its employees within the bargaining unit  
29 defined in Article I herein, with respect to matters dealing with interpretation or application of the  
30 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this article.  
31 Nothing contained in this article shall limit the right of employees to pursue adjustment of their  
32 grievances according to RCW 41.56.080.

33  
34 Grievances related to the interpretation and/or application of this Agreement when filed in the name of  
35 the Association, or when filed by an individual when resolution can only be obtained through the  
36 Superintendent or their designee, may be initiated at the Superintendent’s level as provided hereinafter.  
37 The Nutrition Services Director will be notified when a grievance is initiated at the Superintendent  
38 level. The parties may mutually agree to hold timelines in abeyance.

39  
40 For the purpose of time limits, business days are defined as all days that the District is in operation –  
41 M-F, 52 weeks a year excepting holidays, spring, and winter breaks.

42  
43 **Section 15.2. Grievance Steps.**

- 44  
45 ➤ Step I (Section 15.2.1.) - Informal meeting with Director of Nutrition Services within twenty (20)  
46 business days of occurrence.



- Step II (Section 15.2.2.) - Submit, in writing, to Executive Director of Operations within ten (10) business days of conclusion of informal process.
- Step III (Section 15.2.3.) - Submit to Superintendent or their designee within fifteen (15) business days of receipt of denial or non-response.
- Step IV (Section 15.2.4.) - Submit to School Board within fifteen (15) business days of receipt of denial or non-response.
- Step V (Section 15.2.5.) - Demand for arbitration within ten (10) business days of Board decision.

**Section 15.2.1. Step I – Informal Meeting with Nutrition Services Director.**

Employees shall first discuss the grievance with immediate supervisor. If employees so wish, they may be accompanied by an Association representative at the 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.

**Section 15.2.2. Step II – Reduce to Writing – Executive Director of Operations.**

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

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

The employee shall submit the written statement of grievance to the Executive Director of Operations for reconsideration within ten (10) business days of the informal meeting. A copy shall also be submitted to the Executive Director of Human Resources. The parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 15.2.3. Step III - Superintendent or Their 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 the Superintendent’s designee. After such submission, the parties will have ten (10) business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 15.2.4. Step IV – School Board Level.**

If no settlement has been reached or the Superintendent or their designee has been non-responsive, within the ten (10) business days referred to in the preceding paragraph, a written statement of the grievance shall be submitted within fifteen (15) business days to the District



1 Board of Directors. The Board will meet within twenty (20) business days and render their  
2 decision within ten (10) business days after the meeting.

3  
4 **Section 15.2.5. Step V – Arbitration.**

5 If no settlement has been reached within the ten (10) business days referred to in the preceding  
6 subsection, and the Association believes the grievance to be valid, the Association may demand  
7 arbitration of the grievance within ten (10) business days of the Board’s decision. Any dispute,  
8 claim or grievance arising out of or relating to the interpretation, or the application of this  
9 Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules  
10 of the American Arbitration Association. If mutually agreed, the parties may submit to  
11 arbitration under other rules. The parties further agree to accept the arbitrator’s award as final  
12 and binding upon them.

13  
14  
15 **ARTICLE XVI**

16  
17 **SALARIES AND EMPLOYEE COMPENSATION**

18  
19 **Section 16.1. Compensation.**

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

23  
24 **Section 16.2. Wage Agreement – Schedule A.**

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

27  
28 **Section 16.3. Classification Titles and Definitions.**

29 Modifications to current job descriptions shall only be implemented after discussion with the  
30 Association.

31  
32 **Section 16.4. Personal Vehicles.**

33 Employees required to use their vehicles in the course of their work shall be indemnified in case of  
34 accident compensated at the District mileage rate, and any such use shall be at the option of the  
35 employee.

36  
37 **Section 16.5. Longevity.**

38 Longevity credit will be applied on the employee’s anniversary date upon the completion of the  
39 employee’s 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> year.

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**ARTICLE XVII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 17.1. Term of Agreement.**

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

**Section 17.2. Wage / Benefit Increases / Legislative Impacts / Mutual Consent.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement. The parties further agree that the insurance allocations shall be increased annually by the State Allocation.

**Section 17.3. 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 17.4. Conflicts with State or Federal Law.**

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the effective date of this Agreement.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

RICHLAND  
NUTRITION SERVICES CHAPTER

BY: *Tiffany Jones*  
Tiffany Jones (Oct 9, 2023 16:04 PDT)  
Tiffany Jones, Chapter President

DATE: Oct 9, 2023

RICHLAND SCHOOL DISTRICT #400

BY: *[Signature]*  
Tim Praino (Oct 7, 2023 04:09 PDT)  
Tim Praino,  
Executive Director of Human Resources

DATE: Oct 7, 2023



**SCHEDULE A, 2023-2024**  
**RICHLAND SCHOOL DISTRICT #400**  
**NUTRITION SERVICES SALARY SCHEDULE**  
**September 1, 2023 - August 31, 2024**

IPD 3.70%

<u>Positions:</u>	<u>Base Rate</u>	<u>Base Rate + Longevity Cumulative Rate</u>				
		<u>5</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>
		<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>
		<b>2%</b>	<b>4%</b>	<b>6%</b>	<b>8%</b>	<b>10%</b>
<b>Nutrition Services Team</b>	\$18.15	\$18.51	\$18.87	\$19.24	\$19.60	\$19.96
<b>Kitchen Manager Backup Secondary</b>	\$18.93	\$19.30	\$19.68	\$20.06	\$20.44	\$20.82
<b>Kitchen Manager</b>	\$20.48	\$20.89	\$21.30	\$21.71	\$22.12	\$22.53
<b>Kitchen Manager Secondary</b>	\$21.78	\$22.21	\$22.65	\$23.08	\$23.52	\$23.95
<b>Team Support</b>	\$19.18	\$19.57	\$19.95	\$20.34	\$20.72	\$21.10
<b>Catering Rate</b>	\$25.93	N/A	N/A	N/A	N/A	N/A

**Longevity:**

- A. Two percent (2%) on base rate upon completion of year five (5),
- B. Four percent (4%) on base rate upon completion of year ten (10),
- C. Six percent (6%) on base rate upon completion of year fifteen (15),
- D. Eight percent (8%) on base rate upon completion of year twenty (20),
- E. Ten percent (10%) on base rate upon completion of year twenty-five (25).

Meeting rate will be at the employee’s hourly rate.

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.

- A. 2023/2024    3.7% IPD Increase
- B. 2024/2025    4% or IPD whichever is greater.
  - Longevity Changes Beginning 2024/2025
    - Three percent (3%) on base rate upon completion of year five (5),
    - Six percent (6%) on base rate upon completion of year ten (10),
    - Nine percent (9%) on base rate upon completion of year fifteen (15),
    - Twelve percent (12%) on base rate upon completion of year twenty (20),
    - Fourteen percent (14%) on base rate upon completion of year twenty-five (25).
- C. 2025/2026    2% or IPD whichever is greater.





**RICHLAND NUTRITION SERVICES - TIME ADJUSTMENT REQUEST /NOTIFICATION FORM**

**TOP SECTION TO BE COMPLETED BY Nutrition Services Employee**

I, \_\_\_\_\_, submit this notice to the Director of Nutrition Services in accordance with the Collective Bargaining Agreement, Article VI, §7.12. I have provided a copy of this form, and supporting documents to the Association Chapter President.

**Increase/decrease in time calculated as follows: \_\_\_\_\_ minutes and or hours per day X no. of days per week = \_\_\_\_\_ (Total Weekly Increase)**

EXAMPLE: 15 minutes every Monday and Wednesday  
15 minutes X 2 days per week = 30 minutes per week.

**The reason for this increase/decrease is (list all applicable reasons):**

\_\_\_\_\_

\_\_\_\_\_ I have attached a log of my time for the past two weeks (CBA requires consistent tracking for at least two weeks).

I understand I will receive a response, in writing, within five (5) business days as to the disposition of this notice.

Date Submitted: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

---

**TO BE COMPLETED BY DIRECTOR OF NUTRITION SERVICES  
Decision/Response (rendered after discussion with employee and Association)**

Management agrees to the following:

- \_\_\_\_\_ Increase time based on above calculations
- \_\_\_\_\_ Increase time based on other calculations (attach "other" calculations information)
- \_\_\_\_\_ **Decrease time based on:** \_\_\_\_\_

\_\_\_\_\_ **Increase Denied based on the following:**

- Worked with employee on efficient use of time.**
- Time to perform duties is appropriate based upon observations (No. of observations \_\_\_\_\_)**
- Other:**

\_\_\_\_\_ Further review warranted

**This decision/response is:**

- Final**
- Interim based on above**
- Temporary until \_\_\_\_\_**

Director of Nutrition Services: \_\_\_\_\_

Association President: \_\_\_\_\_

*(Signature only indicates acknowledgment/discussion of issue, and not necessarily agreement with decisions.)*

**Final Distribution (after final decision)**

- \_\_\_\_\_ Employee
- \_\_\_\_\_ Director of Nutrition Services
- \_\_\_\_\_ Association President
- \_\_\_\_\_ PSE Field Rep
- \_\_\_\_\_ Human Resources
- \_\_\_\_\_ PAYROLL (forward by Human Resources as applicable)












# Richland NS CBA (2023-2026)

Final Audit Report

2023-10-09

Created:	2023-10-06
By:	Amy Harting (aharting@pseofwa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYcW5UFLzrVr1cRUuBMKkH9RsBHD7bwqy

## "Richland NS CBA (2023-2026)" History

-  Document created by Amy Harting (aharting@pseofwa.org)  
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-  Document emailed to rsdnsunionpres@gmail.com for signature  
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-  Signer rsdnsunionpres@gmail.com entered name at signing as Tiffany Jones  
2023-10-09 - 11:03:59 PM GMT
-  Document e-signed by Tiffany Jones (rsdnsunionpres@gmail.com)  
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-  Agreement completed.  
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