

1 **LETTER OF AGREEMENT**

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND OP
5 CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400. THIS AGREEMENT IS ENTERED
6 INTO PURSUANT TO ARTICLE XXIII, SECTION 23.1, ARTICLE XX, SECTION 20.1, AND
7 ARTICLE V, SECTION 5.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 **Section 23.1. Term of Agreement.**

10 The term of this Agreement shall be September 1, 2023, through August 31, 2026. Notwithstanding the
11 foregoing requirement, the parties have negotiated the provisions of Schedule A as follows:
12

13 During the 2024-25, and 2025-26 contract years, the District will increase wages on Schedule A by the
14 same percentage as the state-funded inflationary adjustment, if any, applied by the state to the
15 classified allocation for school employees, with minimums as described below.
16

17 **Schedule A**

18 2023/2024	4% increase New Level IV shall be created at 2% above Level III. No employee placed on Level IV until reclassification process is complete and Committee identifies groups to be reclassified.
23 2024/2025	4% or IPD whichever is greater

24
25 The parties agree on the attached Schedule A for 2024-2025 school year.
26

27 **Section 20.7. Reclassification Process.**

28 The parties agree to negotiate a process to identify the placement of all new positions (i.e., vacant,
29 newly established, filled) and to objectively identify when a position needs to be reclassified to a
30 different level on the salary schedule. The decision of the Reclassification Committee shall be final and
31 there shall be no grievances of reclassification decisions.
32

33 An MOU will be negotiated annually throughout the term of this Contract beginning the 2023-2024
34 school year and permanent language will be negotiated in the next agreement.
35

36 **POSITION ASSESSMENT AND SCORING PROCESS**

- 37 A. A Job Description Committee was created in September of 2023 and completed the revisions of
38 sixteen (16) job descriptions for the Office Professional group in March of 2024.
- 39
- 40 B. In April of 2024, the Job Description Assessment and Scoring Committee was created
41 consisting of five (5) District representatives, five (5) PSE representatives and two (2)
42 facilitators (one [1] District and one [1] PSE). An agreement was reached as to how the parties
43 would objectively review positions and score them.
44
- 45 C. In May of 2024, the Assessment and Scoring Committee reviewed all sixteen (16) positions
46 and scored each position according to the agreement.
47



D. On the same day, the Scoring and Assessment committee negotiated Level Placement of sixteen (16) job descriptions on the Schedule A.

POSITION PLACEMENT ON SCHEDULE A

- The attached scoring identifies the Levels all positions will be placed on Schedule A effective September 1, 2024.
- Employees in positions that go down a Level will keep their current pay Level and Step until they apply for and accept a new position.
- Employees in positions that move up a Level will be placed according to **Section 20.1 (C)** Employees who are reclassified September 1, 2024, and would move up a Step prior to December 1, 2024, will instead move to the next Step on September 1, 2025.
“Employees who are promoted to a higher classification shall be placed on the first step that would initiate an increase in pay from their previous position.”

ANNUAL RECLASSIFICATION PROCESS

The parties will meet and agree on an annual reclassification process where employees can request to have their positions reviewed for correct placement on the Schedule A for 2025/26.

RECLASSIFICATION SCORING RESULTS AND LEVEL PLACEMENT

The Reclassification Committee with five (5) District and five (5) PSE representatives used the agreed scoring process and came up with the following results.

Committee Generated Scores	Position	Current Pay Level	New Pay Level
1.46	H.S. Career center Position 6	1	1
1.53	H.S. Receptionist Position - 1	1	
1.71	H.S. Office Support - Position 3	1	
1.74	TLAC-OPPS - A Position 10 (TLAC, Transportation SPED and 6-hour HR)	1	
1.97	TLAC-OPPS - B Position 11 (ELL & SPED Records)	2	
2.00	H.S. Attendance Position - 2	1	
2.11	H.S. Athletics Position 8	1	2
2.21	Attendance - Registrar Elem/Middle/ALE - Position 15	1	
2.24	H.S. Registrar - Position - 4	2	
2.67	M.S. H.S. Bookkeeper Position 7	2	3
2.70	H.S. Data Clerk Position - 5	3	
3.16	TLAC-OPPS - C Position 12 (Lead)	3	
3.34	H.S. Lead Position 9	3	4
3.35	TLAC-OPPS - D Position 13 (OP to Dept. Administrator)	3	
3.42	TLAC-OPPS - HR Position 14 (Lead)	3	
3.50	OP to Admin Position 16 - Elem Middle ALE	3	



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RECLASSIFICATION SCORING RESULTS AND LEVEL PLACEMENT


The Reclassification Committee engaged in good faith negotiations and determined the following Levels shall match the following reclassification scores to apply to the 2024 reclassification.

Level 1	1.0-2.0
Level 2	2.1-2.64
Level 3	2.65-3.2
Level 4	3.3-5.0

This Letter of Agreement shall be effective September 1, 2024, shall remain in effect until August 31, 2026.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

RICHLAND ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL


BY: 
BY: [Jamie Garrett \(Jun 6, 2024 17:57 PDT\)](#)
Jamie Garrett, Co-Chapter President

06/06/24
DATE: _____

BY: *Carol Crowell*
BY: [Carol Crowell \(Jun 6, 2024 20:43 PDT\)](#)
Carol Crowell, Co-Chapter President

06/06/24
DATE: _____

RICHLAND SCHOOL DISTRICT #400

BY: 
BY: [Tim Praino \(Jun 6, 2024 12:40 PDT\)](#)
Tim Praino,
Executive Director of Human Resources

06/06/24
DATE: _____





SCHEDULE A
RICHLAND SCHOOL DISTRICT #400
REICHLAND ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
SEPTEMBER 1, 2024 – AUGUST 31, 2025

OP 2024-25		Longevity Increases with Compounded Rates				
Job Classification	0-5 Years	6-10 Years	10-15 Years	15-20 Years	20-25 Years	25 + Years
		3%	3%	3%	3%	3%
Level I						
Step 1	\$22.05	\$22.71	\$23.37	\$24.03	\$24.69	\$25.36
Step 2	\$22.48	\$23.16	\$23.83	\$24.51	\$25.18	\$25.86
Step 3	\$23.71	\$24.42	\$25.13	\$25.85	\$26.56	\$27.27
Step 4	\$24.18	\$24.91	\$25.63	\$26.36	\$27.08	\$27.81
Step 5	\$24.66	\$25.40	\$26.14	\$26.88	\$27.62	\$28.36
Level II						
Step 1	\$22.65	\$23.33	\$24.01	\$24.69	\$25.37	\$26.05
Step 2	\$23.08	\$23.77	\$24.46	\$25.15	\$25.85	\$26.54
Step 3	\$24.32	\$25.04	\$25.77	\$26.50	\$27.23	\$27.96
Step 4	\$24.78	\$25.53	\$26.27	\$27.01	\$27.76	\$28.50
Step 5	\$25.27	\$26.03	\$26.79	\$27.55	\$28.30	\$29.06
Level III						
Step 1	\$24.68	\$25.42	\$26.16	\$26.90	\$27.64	\$28.38
Step 2	\$25.14	\$25.89	\$26.65	\$27.40	\$28.15	\$28.91
Step 3	\$25.58	\$26.35	\$27.12	\$27.89	\$28.65	\$29.42
Step 4	\$26.06	\$26.84	\$27.63	\$28.41	\$29.19	\$29.97
Step 5	\$26.58	\$27.38	\$28.18	\$28.97	\$29.77	\$30.57
Level IV						
Step 1	\$25.17	\$25.93	\$26.68	\$27.44	\$28.19	\$28.95
Step 2	\$25.64	\$26.41	\$27.18	\$27.95	\$28.72	\$29.49
Step 3	\$26.10	\$26.88	\$27.66	\$28.44	\$29.23	\$30.01
Step 4	\$26.59	\$27.39	\$28.19	\$28.99	\$29.78	\$30.58
Step 5	\$27.11	\$27.93	\$28.74	\$29.55	\$30.37	\$31.18

1



SCHEDULE A
RICHLAND SCHOOL DISTRICT #400
RICHLAND ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
SEPTEMBER 1, 2024 - AUGUST 31, 2025

Substitute wages are at ninety-five percent (95%) of Step 1 on the appropriate Level on Schedule A.

Retired Secretaries returning to substitute are paid at one hundred percent (100%) of Step 1 on the appropriate Level on Schedule A.

The District will fund incremental Steps for the entire term of the Contract.

Longevity

The District shall provide a three percent (3%) longevity incentive for all employees on their anniversary date at six (6), ten (10), fifteen (15), twenty (20), twenty-five (25) thirty (30) or more years of service.

New hires will serve a probationary period of ninety (90) workdays. There shall be no changes in the above salary schedule, and no employee shall be moved to a lower salary rate during the term of this Agreement, unless mutually agreed to by both the District and the Association.

Secretarial and Bookkeeping positions are established either on a full year (twelve [12]-month) or on a part year (ten [10]-month) basis. The ten (10)-month position involves two hundred five (205) workdays; the annual salary is computed to include prorated vacation days and holidays falling within the months worked. Since employees in twelve (12)-month positions are on full-time duty, the number of worked days required of each twelve (12)-month employee is governed by the number of holidays occurring during the year and the number of days of vacation to which the employee is entitled under the adopted policies relating to annual paid vacation.

Should the state fund a cost-of-living allowance (COLA) during the life of this Contract, the District will pass along the greater of the salary allocation in Schedule A or the COLA, not both.

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, THE
5 RICHLAND OP CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400 PURSUANT TO
6 ARTICLE XX, SECTION 20.8 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

7
8 The Parties agree to the following Reclassification Scoring Process when reviewing the revised job
9 descriptions within the bargaining unit:

10
11 **Reclassification Committee Meeting Ground Rules:**

- 12 ▪ Objective, data-driven analysis of current job descriptions and analysis materials from the Job
13 Description Project.
- 14
- 15 ▪ Utilize and learn from best practices from benchmarking partner Mead SD.
- 16
- 17 ▪ Need eight (8) members to constitute a quorum. (can miss one [1] from each side)
- 18
- 19 ▪ Must have same number voting members on both teams (District/Union).
- 20
- 21 ▪ Will of the group – consensus-based decision making.
- 22
- 23 ▪ Focus on the position and not the person.
- 24
- 25 ▪ Confidential.
- 26
- 27 ▪ Willing to participate.
- 28
- 29 ▪ Good listener.
- 30
- 31 ▪ Ability to separate personal agendas.
- 32
- 33 ▪ Collaborative open-minded discussion informed by mutual respect.
- 34
- 35 ▪ Fiscal stewardship.

36
37 **Reclassification Committee:**

38 PSE LMC (5) – Debra Branson, Shawnee Cataldo, Carol Crowell, Jamie Garrett, Tricia Schouviller.

39
40 RSD (5) –Debbie Buechler, Jen Klauss, Tim Praino, Clinton Sherman, Beth Stumetz.

41
42 Facilitators – Les Abercrombie, Christopher Mobley

43
44 **Process:**

45 Using data from the Job Description Process (job descriptions and underlying details from incumbents,
46 including Job Analysis Questionnaires) and their expertise and experience, the Reclassification Team
47 will use the classification process described below to score Richland School District/Office
48 Professional-covered positions.

1. Review the job components – team dialogue to familiarize members with the nuances of the components and scoring system. Seek consensus and calibration.
2. Review each job description and relevant materials against the scoring system for initial score.
3. After completion of review, the team may choose to go back for a second round of scoring, utilizing the experience and learning of the team.
4. Rank positions from lowest to highest total score. Negotiate appropriate classification of job descriptions based on relative scores.
5. Work through any fiscal and implementation issues.
6. Ratification/communication.

Scoring Mechanisms:

The components being assessed include:

- | | |
|--|------------------------------|
| a. Decision Making | h. Project Management |
| b. Confidentiality | i. Multi-Tasking |
| c. Reports/ Independent vs Routine | j. Required Knowledge |
| d. Software Capability/Tech Complexity | k. Degree of Training Needed |
| e. Prioritizing | l. Compliance/Accountability |
| f. Directing Others/Managing | m. Volume of Work |
| g. Communication | |

Uses a 1-3-5 (one-three-five) scale. (Components may also be scored whole numbers 2 or 4 [two or four] if the scorer believes that the job description being scored is in between the 1-3-5 [one-three-five] descriptions.)

The criteria being utilized for assessing components include:

1. Skill Set of the Position (higher skill set)
(1) Entry Level/Support Worker, (3) Independent Worker, (5) Specialist/Team Leader
2. Complexity (depth and breadth of the job/position)
(1) Small, (3) Medium, (5) Large
3. Workload Intensity (pace of the job)
(1) Rarely/Slow, (3) Occasionally/Average, (5) Frequently/Constant
4. Higher Expectation/Lower Margin of Error (as it relates to accountability, compliance, law, audit errors, and potential liability)
(1) Minimal, (3) Moderate, (5) Critical
5. Required Expectation of Problem Solving/Initiative (rather than following processes/procedures)
(1) Simple/Rote-Like, (3) Moderate, (5) Critical



Components	Skill Set	Complexity	Intensity	Expectation/Margin of error	Problem Solving	Totals	Avg from individuals
Decision Making -							
Confidentiality -							
Reports/ Independent vs Rote -							
Software capability/Tech complexity -							
Prioritizing -							
Directing Others/Managing -							
Communication -							
Project Management -							
Multi-Tasking -							
Required Knowledge -							
Degree of Training Needed							
Compliance/Accountability							
Volume of work							
Average	#DIV/0!						
Criteria							
		1	3	5			
Skill Set	Entry/support	Independent	Team leader/specialist				
Complexity	Small	Medium	Large				
Intensity	Rarely	Occasionally	Frequently				
Expectation	Minimal	Moderate	Critical				
problem Solving	Simple/Rote Li	Moderate	Critical				

Grading Scores and Matching to Pay Levels:

After scoring all positions, the Parties agree to meet and agree to determine which job descriptions map to the pay levels on Schedule A based on their scores from the assessment.

Implementation:

Positions are identified to pay levels. The Parties shall agree on implementation process and effective date for any reclassifications for September 1, 2024.

Annual Reclassification Process:

After implementation is agreed on, the Parties will bargain a Memorandum of Understanding that covers the 2025-2026 annual Reclassification Scoring Process.

This Memorandum of Understanding shall become effective upon signature, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND OFFICE PERSONNEL
CHAPTER

RICHLAND SCHOOL DISTRICT #400

BY: _____
Carol Crowell, Co-Chapter President

BY: _____
Tim Praino,
Executive Director of Human Resources

DATE: _____

DATE: _____

BY: _____
Jamie Garrett, Co-Chapter President

DATE: _____



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, THE
5 RICHLAND OP CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400 PURSUANT TO
6 ARTICLE XXIV, SECTION 24.3. OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.

8
9 Whereas RCW 28A.400.300 states:

10
11 When any certificated or classified employee leaves one school district within the state and
12 commences employment with another school district within the state, the employee shall retain
13 the same seniority, leave benefits and other benefits that the employee had in his or her
14 previous position. However, classified employees who transfer between districts after July 28,
15 1985, shall not retain any seniority rights other than longevity when leaving one school district
16 and beginning employment with another. If the school district to which the person transfers has
17 a different system for computing seniority, leave benefits, and other benefits, then the employee
18 shall be granted the same seniority, leave benefits and other benefits as a person in that district
19 who has similar occupational status and total years of service.

20
21 Whereas, the Richland School District has historically paid longevity payments to members of the
22 bargaining unit based solely on years of service with the Richland School District; and

23
24 Whereas, the parties modified their CBA to apply longevity payments effective September 1, 2023 to
25 employees who transfer or previously transferred to Richland School District from another Washington
26 State school district:

27
28 Employees who transfer from one (1) Washington State School District to another shall be
29 placed on the Step and Longevity comparable to their years of service within a school district
30 as provided in RCW 28A.400.300. When an employee leaves one public school district within
31 the state and commences employment with the Richland School District, the employee shall be
32 granted salary schedule placement and sick leave as required by RCW 28A.400.300.

33
34 and

35
36 Whereas, the District and Association wish to clarify how much of a lapse in school district
37 employment, if any, will be permitted in order for an employee to retain longevity placement as a
38 transfer.

39
40 Now, therefore, the District and Association hereby agree that an employee who leaves another
41 Washington school district and commences regular classified employment with the Richland School
42 District within ninety (90) calendar days will retain their School District experience for purposes of
43 longevity pay. Such employees who were employed in a district in a different position or where there
44 was a different means of calculating experience will receive credit as if their experience was gained at
45 Richland School District. The District will also credit prior longevity for any regular RSD classified
46 employee who terminates employment if they are re-employed by the District within ninety (90) days
47 of termination. If an employee with prior District or other Washington school district experience is not
48 hired within ninety (90) days of their termination but has been applying for positions and/or




1 substituting in an effort to get a regular position with the District and does so within one hundred
2 eighty (180) days of their termination, the District will review the case and may grant longevity credit.
3
4 This Memorandum of Understanding shall become effective upon signature, shall remain in effect until
5 August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.
6
7

8 PUBLIC SCHOOL EMPLOYEES OF
9 WASHINGTON / SEIU LOCAL 1948

10
11 RICHLAND OFFICE PERSONNEL
12 CHAPTER

RICHLAND SCHOOL DISTRICT #400

13
14
15 BY: Carol Crowell
Carol Crowell (Oct 25, 2023 09:01 PDT)
16 Carol Crowell, Co-Chapter President

17
18
19 BY: 
Tim Praino (Oct 25, 2023 11:23 PDT)
20 Tim Praino,
Executive Director of Human Resources

21
22 DATE: Oct 25, 2023

23
24 DATE: Oct 25, 2023

25
26
27 BY: Jamie Garrett
Jamie Garrett (Oct 25, 2023 09:12 PDT)
28 Jamie Garrett, Co-Chapter President

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DATE: Oct 25, 2023





COLLECTIVE BARGAINING AGREEMENT BETWEEN

RICHLAND SCHOOL DISTRICT #400

AND

**RICHLAND OP
(ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL)**

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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DECLARATION OF PRINCIPLES

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Richland School District Number 400 (hereinafter "District" or "Employer") and the Richland Association of Educational Office Personnel, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants made between the parties, the following are executed as a Collective Bargaining Agreement between the parties.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2. below, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Bargaining Unit Certification.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees with the present general job classification: Office Professionals. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as an Office Professional necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). This unit does not include the following: Executive Assistant to the Superintendent, Human Resources Executive Assistant, Human Resources Contract Specialists, Executive Assistant to the Assistant Superintendent of Secondary Instruction (See 11/7/11 MOU), Payroll Manager, Fiscal Analyst, Benefits/Payroll Specialist, Capital Projects Specialist, and Substitute Coordinator.

Section 1.3. Definitions.

1. **Full-time Classified Employee** - Is one who works two hundred and sixty (260) per year schedule.
2. **Regular Classified Employee** - Is one who fills a position requiring from one hundred and eighty (180) days up to two hundred and fifty-nine (259) days of service per year.
3. **Workdays** - Defines the days included in the contract year for Office Professionals, including summer.

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4. **Calendar Days** - Defines the universally recognized calendar of months and days.
 5. **Business Days** - Defines the days the RSD Administrative Offices are open for business.
 6. **Temporary Position** - Is a bargaining unit position that is projected to be at least thirty (30) workdays and continue for ninety (90) workdays and is due to an increase in workload or special projects.
 - A. Non-current employees taking a temporary position shall receive Step I of the appropriate level as shown on Schedule A.
 - B. Current employees can fill these positions only when it results in an increase of pay or hours and shall be returned to their permanent positions upon completion of a Temporary Position.
 - C. In the event a current employee is awarded the temporary position, their position shall be filled with a substitute for the duration of the temporary position.
 - D. Temporary Positions shall be posted only if projected to last more than thirty (30) workdays.
 - E. The temporary employee will not be allowed to transfer to another position during the duration of their time as a Temporary employee.
 7. **Replacement Employee** - Is an employee who fills a position created by an employee on a leave of absence for a minimum of ninety (90) workdays.
 - A. Replacement positions shall be discussed with the Association Leadership prior to posting.
 - B. Newly Hired Replacement employees shall earn benefits; current employees in replacement positions shall retain benefits.
 - C. Current employees can fill these positions only when it results in an increase of pay or hours.
 - D. Current employees who take Replacement Positions will be returned to their previously held position.
 - E. Seniority will be applied to the replacement employee.
 - F. The replacement employee will not be allowed to transfer during the duration of their time as a replacement employee.
 - G. Newly hired employees (non-current) taking a replacement position shall receive Step I of the appropriate level as shown on Schedule A.

1 H. Newly hired replacement employees will be placed in layoff status when the employee
2 on leave returns to their position.

- 3
4 8. **Substitute Classified Employee** - Is one who is employed sporadically to fill a position of an
5 absent bargaining unit member and shall be paid as reflected on Schedule A. Substitutes
6 working twenty (20) consecutive days or more will receive Step I of the appropriate level as
7 shown on Schedule A and shall receive no other benefits.

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10 **ARTICLE II**

11 **RIGHTS OF THE EMPLOYER**

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14 **Section 2.1. Management Rights.**

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

23
24 **Section 2.2. Reasonable Rules and Regulations.**

25 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
26 District. All rules and regulations relating to Personnel Policies, procedures, and practices, and matters
27 of working conditions shall be in accord with this Agreement.

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30 **ARTICLE III**

31 **RIGHTS OF EMPLOYEES**

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34 **Section 3.1. Right of Association.**

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

39
40 **Section 3.2. Right to Address Concerns.**

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

43
44 **Section 3.3. Right to Representation.**

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

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

2 The District and Association support equal opportunity and treatment for all employees without
3 discrimination based on race, religion, creed, national origin, age, honorably discharged veteran or
4 military status, sex, sexual orientation, gender expression or identity, marital status, the presence of any
5 sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person
6 with a disability. This section shall be in accordance with State and Federal Statute as amended, and
7 rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act. This applies to all
8 personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and
9 recall, compensation and benefits, discipline, termination and all other conditions or privileges of
10 employment.

11
12 **Section 3.4.1. Harassment Free Workplace.**

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

19
20 **Section 3.5. Personnel Files.**

21 1. **Personnel Files**

- 22 A. Personnel files are confidential and shall be available for inspection only by the
23 District's management and the individual employee.
- 24
- 25 B. By prior appointment an employee shall have the opportunity to review the contents of
26 their file and copy, at the employee's expense, materials within the file.
- 27
- 28 C. A review of the personnel file will be supervised by the Human Resource Director/
29 designee(s). The employee may request an additional individual, chosen by the
30 employee, be present for the file review.
- 31
- 32 D. The employee may work with the Human Resource Director to add material to or delete
33 material from their personnel file. Any material placed in the file as a result of
34 disciplinary action, will be removed, if so, requested in writing, from the employee's
35 file two (2) years after its initial placement provided that there is no further disciplinary
36 action for related issues during the two-year period. Confirmed misconduct involving
37 student safety, abuse, harassment, intimidation, and/or bullying of a student can be
38 requested to be removed after five (5) years. Personnel records, including records of
39 employee sexual misconduct, verbal or physical abuse, will be retained pursuant to
40 Washington State records retention schedules as provided by law.
- 41
- 42 E. The employee shall have an opportunity to attach written comments to anything in their
43 file.
- 44
- 45 F. The personnel file is a District file and shall be maintained in the District's Human
46 Resources Office.
- 47
- 48

1 2. **Medical Files**

2 A. Confidential medical information will be kept in separate, confidential medical files,
3 which will be maintained in a secure location with limited access consistent with
4 applicable laws.

5
6 B. By prior appointment an employee shall have the opportunity to review the contents of
7 their medical file and copy, at the employee's expense, materials within the file.
8

9 3. **Applicability of Public Disclosure Laws**

10 Nothing in this agreement precludes the District from providing documents in accordance with
11 public disclosure laws.
12

13 **Section 3.6. Americans With Disabilities Act.**

14 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as of July
15 26, 1992, the District will maintain a medical information file for each classified employee. Said file
16 will be kept separate from the personnel file and will contain sensitive material such as immunization
17 records, health related information and medical releases, etc. This medical information file will ensure
18 confidentiality of sensitive information regarding the employee in the event of an audit required by the
19 State or Federal government. Violations of Section 3.6. are not subject to the grievance procedure.
20

21 **Section 3.7. Job Sharing.**

- 22 1. All requests for job share must be brought forward as soon as possible but at least sixty (60)
23 calendar days prior to the effective date of the job share.
24
25 2. An employee may request that their position be converted to "Job Share" status.
26
27 3. If the job share request is approved by the Executive Director of Human Resources, the
28 remaining portion of position will be offered to the current qualified members of the bargaining
29 group.
30
31 4. Job share does not require that the position be "split" in half, but rather the total weekly hours
32 are distributed based on employee need.
33
34 5. Insurance benefits will be provided to eligible employees per Section 16.1. Leaves and
35 Holidays will be prorated based on the "split."
36
37 6. If the entire assignment is vacated by the original employee, the original position will be posted
38 in its entirety.
39
40 7. The Association shall be apprised of all job share requests prior to approval.
41
42 8. Approval is needed on an annual basis.
43

44 **Section 3.8. Adminstrating Medicine.**

45 Administering of medicine and attending to medical issues of students is reserved for Nurses and
46 Health Room Paraeducators employed by the District. Office Professionals may be requested to assist
47 in times of emergency. Office Professionals will not be asked to assist in administering medication,
48 except in times of emergency (i.e.: Inhaler or Epi pens).

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Section 3.9. Becca Court.

The District has the responsibility to provide attendance information to the local court in support of truancy hearings. It is the primary function of Administration to see that this occurs. Shall an Administrator be unavailable, the employee may be required to provide information and a briefing to an Administrator and or join the Administrator in court to support the attendance information. Each time this occurs, it will be at the discretion of the employee. Unaccompanied attendance by any Office Professional is not precedence setting and should be addressed with the Association prior to any implementation.

Section 3.10. Transportation of Students.

Office Professionals will not be required to transport students as part of their daily assigned duties but may be requested to do so in times of emergency or unusual circumstances and must be accompanied by another RSD staff member.

Section 3.11. Damage to Personal Vehicle.

The Board will maintain a public liability insurance policy, which will provide coverage for classified employees of the District for liability incurred by the classified employee while acting as an agent of the District within the scope of employment.

Vandalism damage to a vehicle on the school site, while the employee is in the performance of their assigned duties, shall be covered by the individual's insurance policy with the District reimbursing the amount of the deductible to a maximum of five hundred dollars (\$500.00).

Section 3.12. Damage to Personal Property.

Classified employees whose indispensable personal property is damaged in an assault on their person or their personal property arising out of and in the course of their employment may apply for reimbursement of costs of repair or replacement. If an item is damaged beyond repair, actual value at the time of the damage may be claimed. Indispensable personal property shall be defined as personal materials such as but not limited to eyeglasses, hearing aids, dentures, and watches. Claims shall be made in writing describing details of the assault listing all damages incurred noting a date, hour, and witnesses. This written description will be forwarded by the building administrator to the District office. Such obligation shall be limited to a maximum claim of five hundred dollars (\$500.00) per employee in any school year or two hundred fifty dollars (\$250.00) per incident.

Section 3.13. Violence and Threats.

Employees may take civil or criminal action resulting from an on-duty incident and be free from reprisals or discipline for taking that action.

Employees who are threatened with physical harm or subjected to verbal abuse by an individual or a group while carrying out their assigned duties shall immediately notify the building administrator. The administrator shall then notify the District office.

Section 3.14. Safe, Civil, Healthy, and Secure Workplace.

The District will comply with all applicable District policies, state, and federal laws to insure a safe, civil, healthy, and secure workplace.



1 Health and Safety protocols will be clearly communicated and provided electronically to all employees
2 at each site. Each worksite will have a Safety committee. A representative from the OP bargaining unit
3 will have the opportunity to serve as part of the Safety committee. Meetings will be conducted on work
4 time and count as hours worked or paid as extra hours in the event a meeting is held outside an
5 employee's work time.

6
7 **Section 3.15. Camera Use.**

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

- 10
11 1. Surveillance cameras are intended as a security device for the Richland School District to deter
12 potential malicious activities in and around the school District property. Cameras are not
13 intended for the surveillance of employee's performance.
14
15 2. Employees who may be required to view videotapes at the request of supervisory personnel
16 shall be compensated at the normal hourly rate.
17
18 3. Employees may be subjected to disciplinary action if they are observed during their work shift
19 to be doing something inappropriate or that is in direct violation of school District policy. Any
20 behavior that may be observed on a recording, that may be inappropriate or may violate policy,
21 will be addressed in accordance with procedures outlined in the CBA.
22
23 4. Video recordings obtained through use of District equipment are the property of the Richland
24 School District and shall not be removed from the District without the express authorization
25 from the District Records Officer.
26
27

28 **ARTICLE IV**

29
30 **RIGHTS OF THE ASSOCIATION**

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32 **Section 4.1. Rights and Responsibilities.**

33 The Association has the right and responsibility to represent the interests of all employees in the unit,
34 to present its views to the District on matters of concern, and to enter into collective negotiations with
35 the object of reaching an agreement applicable to all employees within the bargaining unit. The
36 Association shall be consulted with respect to the manner and method of any reduction in force
37 because of lack of work or other legitimate reasons.
38

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

40 The Association shall be promptly notified by the District of any grievances or disciplinary
41 action of any employee in the unit in accordance with the provisions of Discharge and
42 Grievance procedure Articles contained herein. The Association is entitled to have observers at
43 hearings and discussions conducted by any District official or body arising out of grievance and
44 make known the Associations views concerning the case.
45

46 **Section 4.1.2. Delegation of Duties.**

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

1 **Section 4.1.3. Facility and Equipment Use.**

- 2 1. The District shall provide a bulletin board space at each work site for the use of the
3 Association. The Association shall have the right to post notices of activities and matters of
4 Association concern on these bulletin boards. The bulletins posted by the Association are
5 the responsibility of the officials of the Association. Each bulletin shall be signed by the
6 Association official responsible for its posting. Unsigned notices or bulletins may not be
7 posted. There shall be no distribution or posting of information, pamphlets, or
8 advertisements for or against federal, state, or local political matters on District property.
9
- 10 2. The Association shall have the right to use District email service and staff mailboxes for
11 communication. A courtesy copy will be given to Human Resources at the time of general
12 distribution.
13
- 14 3. The Association shall have the right to use District facilities and equipment when such
15 equipment or facilities are not otherwise in use. The Association shall pay for the
16 reasonable cost of all materials and supplies incident to such use. District facilities may be
17 used for meetings and to transact official business, except if the business relates to issues
18 defined as work stoppage.
19

20 **Section 4.2. Seniority List Distribution.**

21 A draft seniority list will be provided to the Association President no later than October 15 prior to
22 final distribution. Any edits, corrections or disputes need to be filed with the District prior to
23 November 1. Once approved, the seniority list will be posted at each worksite. Any corrections or
24 disputes must be addressed no later than thirty (30) calendar days after the receipt of the list by the
25 Association President. The Association shall have access to other public information on request at the
26 District business offices during regular business hours in accordance with state and federal laws and
27 regulations.
28

29 The following information shall be advanced to the Association:
30

- 31 1. Names and hire dates of persons employed after October 1 shall be reported to the Association
32 within five (5) workdays of the hire date.
33
- 34 2. List of all employees on Leave of Absence, including duration of leave.
35
- 36 3. List of all temporary hires with hours.
37

38 **Section 4.3. Union Official Release Time.**

39 The President of the Association and their designated representatives will be provided time off without
40 loss of pay to attend meetings which the Administration judges to be in the best interest of the District.
41

42 **Section 4.4. Employee Information.**

43 During the first week of each month of an employee's hire date or change/transfer in position and two
44 (2) times annually November 1 and March 1 thereafter, for all employees covered under PSE collective
45 bargaining unit, the employer will provide an .XLSX digital file format to the Association President or
46 designee and membership@pseofwa.org for all employee information retained in the Employer's
47 records to the Union.
48

1 The information will include:

- 2
- 3 • The employee's name and date of hire and if a change in position the new position start date.
- 4
- 5 • The employee's contact information, including:
 - 6 ○ Cellular, home, and work telephone numbers.
 - 7 ○ Work and personal email addresses; and
 - 8 ○ Home address or personal mailing address.
 - 9 ○ The employee's job title Employee ID or unique identifier
- 10
- 11 • Annual salary for contracted work performed under the collective bargaining agreement.
 - 12 ○ Rate of pay for contracted work performed under collective bargaining agreement.
 - 13 ○ Enhancements or stipends received by the employee.
 - 14 ○ Contracted days for work performed under collective bargaining agreement.
 - 15 ○ Continuing position “yes or no”
 - 16 ○ Primary work site location or duty station.
- 17

18 Personnel Action list will be sent electronically to the Association President and
19 membership@pseofwa.org after each meeting of the Board of Directors.

20

21 **Section 4.5. New Employees.**

22 Each employee shall be provided a new employee orientation packet the first week of
23 employment, to contain the following:

- 24 1. All District forms/paperwork required for new employees.
- 25
- 26 2. A copy of the Collective Bargaining Agreement.
- 27
- 28
- 29 3. PSE New Employee packet
- 30

31 **Section 4.5.1. New Employee Orientation.**

32 An integral part of each employee’s tenure with the District is an understanding of this
33 Agreement and the role of the Association in the employment setting. The District will provide
34 the Association at least forty-eight (48) hours in advance of the orientation an electronic list of
35 expected participants. each new employee, as part of their orientation shall be offered the
36 opportunity to attend a session where they will receive an overview of the Association and the
37 contract. The parties agree that it is highly beneficial for all bargaining unit employees to
38 receive a comprehensive new employee orientation.

- 39
- 40 • The format and content of the District orientation is up to the District.
- 41
- 42 • Orientations can be conducted onsite or virtually at the discretion of the District.
- 43
- 44 • The District will provide a PSE Representative no less than thirty (30) minutes, separate
45 from the District’s orientation time, to make a presentation to new employees.
- 46
- 47 • District representatives shall not be present during the Association’s presentation.
- 48

1 **Section 4.5.2. New Hire Notification.**

2 The District will provide the Association electronic notification of the name, address, personal
3 phone number, classification, job title, work location and work email address of newly hired
4 bargaining unit employees within ten (10) workdays of their hire date or last school board
5 PERS action, whichever is sooner.

6
7 The parties agree to collaborate on reporting procedures during Labor Management.
8

9
10 **ARTICLE V**

11 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

12
13
14 **Section 5.1. Scope of Negotiations.**

15 It is agreed and understood that appropriate matters for consultation and negotiation are grievance
16 procedures, wages, hours and working conditions.
17

18 **Section 5.2. Scope of Consultation.**

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

23 **Section 5.3. Job Descriptions.**

24 Descriptions for all positions subject to this Agreement are available in the Human Resources Office
25 upon request.
26

27 Should the District wish to modify any existing positions they will notify the Union of such proposed
28 modifications and agrees to meet to discuss changes to hours and working conditions, upon request, in
29 Labor Management meetings or otherwise. Wage placement may be reviewed through the
30 Reclassification process.
31

32 **Section 5.4. New Positions.**

33 **A. For the 2023-2024 School Year:**

34 In the event a new position is established, the employer will temporarily fix a wage rate and a
35 written notice must be sent to the Association Chapter President and Field Representative of
36 such action. The wage schedule rate shall become permanent after twenty (20) workdays of
37 such notice, unless the local Chapter requests negotiations of the wages, hours and working
38 conditions. Once the permanent rate is established, it will become part of the regular salary
39 schedule.
40

41 **B. After August 1, 2024:**

42 The creation of new positions will include a review of the position using the Negotiated
43 Category Reclassification process for appropriate wage placement.
44

45 **Section 5.4.2. Workday Before Holidays.**

46 On the Fridays before a weekend or break with a legal holiday, all Office Professionals are
47 released one and one half (1.5) hours prior to their normal end of day. Those employees who



1 take leave (full shift) on that day will have designated leave banks, including comp time,
2 charged their normal daily hours.

3
4 **Section 5.5. Change in Circumstances.**

5 It is agreed that where, due to circumstances unforeseen at the time this Agreement is executed, either
6 party should wish to consult with the other for the purpose of altering the terms of this Agreement, the
7 other party will, upon timely notice, naming the terms to be considered, meet for such consultation.
8 Notwithstanding, this section does not require either party to agree to proposals made by the other
9 party.

10
11 **Section 5.6. School Calendar.**

12 The Association will have the opportunity to provide input on the school calendar proposal when a
13 calendar is scheduled for adoption.

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16 **ARTICLE VI**

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18 **ASSOCIATION BUSINESS**

19
20 **Section 6.1. Labor Management Committee (LMC).**

21 The Labor/Management committee is designed to allow the parties to meet at mutually scheduled times
22 to discuss appropriate matters that do not require negotiations. The purpose of this committee is to
23 mutually discuss and resolve appropriate matters. The committee shall consist of the Association
24 President and up to five (5) members chosen by the Association, and the Executive Director of Human
25 Resources and up to five (5) representatives chosen by the District. These committee meetings will be
26 held at a mutually agreed upon time. The District will provide suitable space to conduct such meetings.

27
28 **Section 6.2. Cultural Competency on Equity, Diversity, and Inclusion.**

29 The Labor Management Committee, as defined in the CBA, is committed to discussing cultural
30 competency, equity, diversity, and inclusion during the term of this agreement. The LM Committee
31 may mutually agree to participate in workshops on this topic and/or provide training and information to
32 bargaining unit members and managers. Any workshops, planning work, training, or discussions
33 specific to this topic that are outside of paid time will be paid at the employee's hourly rate. (E.g., labor
34 management meetings are already paid).

35
36 **Section 6.3. LMC Minutes.**

37 When formal bargaining meetings are held between the Association and the District, each party shall
38 be responsible for preparing its own minutes. For Labor/Management meetings, the parties agree to
39 create one (1) set of official notes that archive the meeting. The draft will be shared between all
40 committee members prior to final distribution for edits.

41
42 **Section 6.4. LMC Release Time.**

43 Time during working hours, whenever possible, will be allowed Association representatives for
44 attendance at meetings with the District. Time, whenever possible, will also be allowed for
45 representatives to discuss with the employees grievances and appropriate matters directly related to
46 work situations in their area or craft. Association representatives will guard against the use of excess
47 time in the handling of such matters.

1 **Section 6.5. PSE Release Time.**

2 The District will provide for time off with pay and pay expenses not to exceed two hundred dollars
3 (\$200.00) for two (2) Association delegates to attend the annual PSE Convention.
4

5 **Section 6.6. Visitation Rights.**

6 Visitation rights may be granted to the designated representative of the Public School Employees of
7 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes
8 of grievance procedures and/or general information data. The visiting delegate shall notify the School
9 District of their arrival.
10

11 **ARTICLE VII**

12 **HOURS OF WORK**

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16 **Section 7.1. Shift Definition.**

17 Each employee shall be assigned in advance to a definite shift with designated times of beginning and
18 ending.
19

20 **Section 7.2. Employee Break / Lunch.**

21 The administration shall determine the length of each shift. Pay will be granted for work assignment
22 and rest periods only, except as hereinafter provided. Each Employee who works more than three (3)
23 continuous hours shall be provided breaks and lunch periods as follows:
24

- 25 • 3.25 to 4.75 hours – one (1) fifteen (15)minute paid rest period.
- 26
- 27 • 5 to 6.75 hours – one (1) fifteen (15)-minute paid rest period and one (1) thirty (30) minute
28 uninterrupted unpaid lunch period.
- 29
- 30 • 7 hours or more – two (2) fifteen (15) minute paid rest periods, one (1) in the morning and one
31 (1) in the afternoon; and one (1) thirty (30) minute uninterrupted unpaid lunch period.
32 ○ Breaks and lunch can be combined upon supervisor pre-approval.
33

34 **Section 7.3. Rest Periods.**

35 In the event an employee is assigned less than seven (7) hours daily, the employee shall be given a
36 fifteen (15) minute rest period during each three and one-half (3½) hours of work.
37

38 **Section 7.4. Work Week.**

39 The workweek shall consist of five (5) consecutive days (forty [40] hour week), followed by two (2)
40 consecutive days of rest.
41

42 **Section 7.4.1. Wednesday Before Thanksgiving.**

43 All six (6) to eight (8) hour employees will be released two and a half (2.5) hours prior to the
44 end of their regular shift. Those employees who take leave (full shift) on that day will have
45 designated leave banks, including comp time, charged their normal daily hours.
46



1 **Section 7.5. Missed Lunch Break.**

2 Employees required to work through their regular lunch periods will be given time to eat at a time
3 agreed upon by the employee and their supervisor. In the event the District requires an employee to
4 forego their lunch period and the employee works their entire shift, including the lunch period, they
5 shall be compensated for the foregone lunch period.
6

7 **Section 7.6. Emergency Delayed Start / Closure.**

8 In the event there is a delayed start or school closure, the District shall make every effort to notify all
9 Office Professionals.
10

11 1. **Delayed Start:**

12 In the event that the opening of school is delayed employees shall be granted the same amount
13 of delayed hours from the start of their normal shift, i.e., for a two (2) hour delay an employee
14 who is required to report at 7:30 shall report to work at 9:30 am. All employees will be allowed
15 to leave work at the end of their regularly scheduled day shall not be required to make up the
16 rest of their workday without loss of pay. If, however, an employee feels they cannot report to
17 work; emergency leave, personal leave, vacation or deduct can be used at the employee’s
18 discretion and will be designated on the monthly leave record by the employee.
19

20 2. **School / Building Closure:**

21 In the event school (or a building) is closed or closes after a two (2) hour delayed start the
22 following will apply:
23

- 24 • Less than eleven (11) month employees will be required to make up the day when
25 rescheduled.
- 26
- 27 • For less than twelve (12) month employees who will observe a make-up day, hours
28 worked on the closure day will be paid as extra hours worked.
- 29
- 30 • Twelve (12) month employees may choose to:
 - 31 1. Report to work as soon as capable,
 - 32 2. Work with their supervisors to make up the time resulting from missed
33 hours.
 - 34
- 35
- 36 • Twelve (12) month employees who are directed to stay home and not come into work
37 will not be required to make up those hours.
38

39 **Section 7.7. Working Higher Classification.**

40 Employees requested to work a shift regularly filled by a higher classification employee shall receive
41 compensation equal to that normally received by the employee in the higher classification, beginning
42 on the first day.
43

44 *Interpretation: An Office Professional filling in for the Lead Office Professional in their department
45 for more than two (2) hours will be paid a differential equivalent to the difference between the base
46 Office Professional wage at their current step and the base Lead Office Professional’s wage at that
47 same step (i.e., Step 2 to Step 2 or Step 4 to Step 4).
48



1 **Section 7.8. Over 260 Workdays.**

2 In those years containing more than two hundred sixty (260) workdays (2,080 hours) full-time
3 employees shall be granted one (1) additional day off for each day in excess of said two hundred sixty
4 (260) workdays, two thousand eighty (2,080) hours worked, to be taken in conjunction with the July
5 4th holiday or as mutually agreed upon with the supervisor.
6

7 **Section 7.9. Student Supervision.**

8 The District will make every effort to ensure that Office Professionals do not incur an unmanageable
9 workload as a result of responsibilities that arise when students are suspended from the classroom.
10

11 **ARTICLE VIII**

12 **OVERTIME**

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14
15
16 **Section 8.1. Overtime.**

17 All hours worked in excess of eight (8) hours per day, or forty (40) hours per workweek, shall be
18 compensated at the rate of one and one-half (1½) times the employee's hourly rate. In lieu of overtime
19 pay, the employee may elect to take compensatory time off based on the same formula as overtime
20 compensation. Compensatory time off will be administered in accordance with the Fair Labor
21 Standards Act (FLSA).
22

23 **Section 8.2. Call Back Pay.**

24 Employees called back to a regular workday shall receive no less than two (2) hours' pay at the
25 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be rounded to the
26 nearest one-quarter (¼) hour. A call-back shall be defined as any work other than the normal work shift
27 and workday, noncontiguous with the normal work shift or workday.
28

29 **Section 8.3. Overtime Payment.**

30 Overtime compensation shall not be paid more than once for the same working time, and if an
31 employee shall claim overtime on more than one basis, that giving the greater amount shall apply.
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ARTICLE IX

HOLIDAYS

Section 9.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year. In addition, all employees working two hundred sixty (260) days per year shall receive the following paid holidays-
New Year's Eve Day.

- | | |
|----------------------------------|---------------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before or Day after Christmas |
| 5. Juneteenth | 12. Christmas Day or First Workday |
| 6. Independence Day | 13. Before or After Christmas |
| 7. Labor Day | |

Section 9.1.1. Holiday Eligibility.

To qualify for holiday pay, the employee must work the day (shift) before and the day (shift) after the holiday or be on leave approved by the immediate supervisor. Employees on a long-term unpaid leave of five (5) days or more will not be eligible for holiday pay.

Section 9.2. Holidays That Fall on Weekends.

When any of the designated holidays fall on either a Saturday or a Sunday, the employee will be granted an equivalent workday off duty without reduction in pay, either the Friday immediately preceding the holiday, or the Monday immediately following the holiday as designated by the School District, provided that classes are not in session on said equivalent workday. If classes are in session on the equivalent workday, or if for any other reason the need of the District requires the employee to be on duty on the designated equivalent day, a day during the fiscal year will be taken off determined by mutual agreement between the employee and their immediate supervisor.

Section 9.3. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such holidays.

Section 9.4. Holiday Compensation While on Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

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 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.
Emergency/Family Sick Leave	10.4.	Paid until exhausted.
Personal Leave	10.5.	Paid until exhausted.
Bereavement	10.6.	Paid
Judicial	10.7.	Paid within limits.
Parental Leave (Maternity, Paternity, Adoption, Foster)	10.8.	Paid within limits.
Military	10.9.	Paid within limits.
Unpaid Leaves	10.10.	Unpaid
Leaves of Absence	10.11.	Paid or unpaid
Workers Comp	10.12.	Paid within limits.
Attendance Incentives & Counseling	10.13.	Paid within limits.

Section 10.3. Sick Leave.

- A. Each employee shall accumulate 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. Sick leave shall be vested when earned and shall be accumulated up to an employee's work year pursuant to state law.
- D. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar 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.
- E. 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.
- F. 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 paying the overage back to the District.



1 G. Employees who have accrued sick leave while employed by another public school District in
2 the State of Washington shall be given credit, in accordance with State law, for such accrued
3 sick leave upon employment by the District.
4

5 **Section 10.4. Emergency / Family Illness Leave.**

6 A. Definitions:

- 7
- 8 1. Emergency: an event that must be of such nature that preplanning was not possible, or that
9 planning could not relieve the necessity for the employee's absence.
10
 - 11 2. Family Illness: the presence of the employee is necessary to administer to the illness of any
12 one (1) or more family members.
13
 - 14 3. Family Members: Any relative residing in the household of the employee or the spouse,
15 parents, stepparents, guardian, grandparents, brothers, sisters, children, grandchildren,
16 aunts, uncles, nieces, nephews, mother-in-law, father-in-law, sisters-in-law, brothers-in-law,
17 or fiancé(e) not residing in the home of the employee.
18

19 B. Emergency Leave under this section shall be limited to three (3) workdays annually.
20

21 **Section 10.5. Personal Leave.**

22 A. Each employee will be allowed three (3) days of unrestricted personal leave.
23

24 B. Advanced notice shall be given by the employee taking this leave. No reason needs to be given
25 to take these three (3) personal days except the word "personal".
26

27 C. Personal leave will be approved on a first come, first served basis. The District may deny
28 personal leave requests due to lack of building/department coverage.
29

30 D. Accumulated Personal Leave & Cash Out Procedures:

- 31 1. Three (3) days of leave in any one (1) year will be cumulative.
32
 - 33 2. The employee may bank seven (7) days at the end of June to have a maximum of ten (10)
34 days available in the next September.
35
 - 36 3. The employee may cash out a maximum of three (3) unused personal days annually at one
37 hundred percent (100%) of their current hourly rate.
38
- 39

40 **Section 10.6. Bereavement Leave.**

41 Employees shall be allowed a maximum of five (5) days of paid leave for each occasion of absence
42 caused by death in the immediate family.
43

44 A. This leave may be taken intermittently within one (1) year of occurrence, with approval from
45 Human Resources.
46

47 B. The employee shall submit justification in writing to Human Resources. This justification can
48 be submitted upon return in emergent circumstances.

- C. Immediate family is defined in Section 10.4. A (#3) above.
- D. Employees shall be allowed a maximum of one (1) day of paid leave for the death of a close friend.
- E. Bereavement leave is noncumulative.

Section 10.7. Judicial Leave.

- A. Employees summoned to serve as a juror, subpoenaed to appear as a witness in court, or named as a co-defendant with the School District shall receive their normal rate of pay for each day attendance is required in court.
- B. Any compensation received for such service shall be retained by the employee.
- C. In the event that an employee is a party in a court action (as a plaintiff/respondent) unrelated to the District, such employee may request a leave of absence without pay (See Section 10.10).

Section 10.8. Parental (Maternity, Paternity, Adoption, Foster) Leave.

- A. Parental Leave shall commence at the designation of the employee and the employee's personal physician, provided that said leave shall not commence sooner than thirty (30) school business days prior to the estimated date of childbirth, unless medically required and so certified in writing to the District by the employee's attending physician.
- B. Absence from work due to pregnancy is to be treated as if the employee were sick or otherwise temporarily disabled.
- C. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their discretion and any award is subject to the State's eligibility rules, not the employer's. Any PFML leave awarded shall be used concurrently with FMLA unless regulations specify otherwise. Employees will coordinate the duration of paid and/or unpaid leaves (e.g., PFML, Sick Leave, Personal Leave, etc.) with the Human Resources Department.
- D. Parental Leave shall not exceed twelve (12) weeks unless otherwise extended by specific circumstances. Any request to extend parental leave beyond twelve (12) weeks (or otherwise extended) is considered a leave of absence.
- E. The employee shall notify the District at least ten (10) workdays prior to the date upon which the employee intends to return to work following parental leave.
- F. Employees returning from parental leave shall be placed in their former position in the District. Should parental leave extend into the second year of unpaid leave, the employee's total hours at the time of their leave are protected but not any specific school or job placement. This section shall comply with PFML regulations.
- G. Refer to <https://paidleave.wa.gov/?s=Benefit+guide> for additional guidance on PFML.



- 1 H. This section shall comply with State and Federal Statutes related to parental leave. Eligibility
2 for PFML is subject to state regulations and employees are required to apply for PFML benefits
3 through the Employment Security Department (ESD). Approval or denial of PFML benefits lies
4 solely with the ESD.
- 5
- 6 I. An employee may elect to have parental leave deducted from their accrued leaves banks (e.g.,
7 sick, personal, vacation).
- 8

9 **Section 10.9. Military Leave.**

- 10 A. Employees shall be granted up to twenty-one (21) days of paid leave while participating in
11 annual active-duty training or deployment as members of the National Guard or U.S. Armed
12 Forces Reserve.
- 13
- 14 B. Employees are not entitled as a matter of right to a leave of absence to attend military reserve
15 meetings held during employees' working hours.
- 16
- 17 C. The duration of paid leave available, currently twenty-one (21) days, will remain consistent
18 with statute. If the number of paid days changes, the parties agree to change to the new number.
- 19

20 **Section 10.10. Unpaid Leaves.**

- 21 A. If an employee has exhausted their personal and vacation leave, a request for unpaid leave may
22 be advanced to the Human Resources Department and will be addressed on a case-by-case
23 basis.
- 24
- 25 B. This leave is not guaranteed, and the granting or denial of unpaid leave shall be at the discretion
26 of a Human Resources administrator.
- 27

28 **Section 10.11. Leaves of Absence.**

- 29 A. A leave of absence, not to exceed one (1) year, may be granted upon a written request of the
30 employee.
- 31
- 32 B. A second (2nd) year leave of absence may be granted for reasons of extended illness or
33 disability.
- 34
- 35 C. The employee will be returned to the same position after one (1) year without loss of accrued
36 seniority, salary, vacation, and sick leave rights. Should leave extend into the second year of
37 unpaid leave, the employee's total hours at the time of their leave are protected but not any
38 specific school or job placement.
- 39
- 40 D. Leaves of absence can be paid or unpaid depending on the amount of paid time available to an
41 employee.
- 42
- 43 E. Vacation credits, sick leave and seniority shall not accrue while the employee is on an unpaid
44 leave of absence.
- 45

46 **Section 10.12. Workers Comp.**

- 47 A. Any employee covered by Workman's Compensation and State Industrial Insurance, shall,
48 upon loss of time due to a job-related injury or illness, be paid sick leave in the amount of the

1 difference between their regular pay and compensation received from the State Department of
2 Labor and Industries.

- 3
- 4 B. The full amount of sick leave shall be paid for the first three (3) days out of the employee's sick
5 leave bank.
- 6
- 7 C. Should an employee later receive compensation from the Department of Labor and Industries
8 for the first three (3) days of absence, the amount paid by the employee shall be credited to the
9 District from monies due the employee in the next payroll period.
- 10
- 11 D. That portion of sick leave paid, as determined by the ratio of regular sick leave and State
12 Industrial Compensation, shall be charged against the employee's accrued sick leave.
- 13

14 **Section 10.13. Attendance Incentives & Counseling.**

- 15 A. **Sick Leave Attendance Incentive:** In January of the year following any year in which a
16 minimum of sixty (60) days of leave for illness or injury is accrued, and each January
17 thereafter, any eligible employee may exercise an option to receive remuneration for unused
18 leave in accordance with applicable RCW's and WAC's.
- 19
- 20 1. As of the start of this contract the remuneration rate is one (1) day's monetary
21 compensation for each four (4) days of accrued leave which shall be deducted from
22 accrued leave time in excess of sixty (60) days.
- 23
- 24 B. **Cash-out procedures** for sick leave at time of retirement will be defined by state law (e.g.,
25 employees can cash out sick leave at retirement at a 4 sick day:1 day pay ratio) and any current
26 VEBA agreement between the parties.
- 27
- 28 C. **Attendance Counseling:**
- 29 1. When an employee has expended all leave and requests additional time-off, a supervisor
30 may request the employee to provide a summary of reasons for all leave taken within
31 the current year.
- 32
- 33 2. Prior to initiating the disciplinary process with an employee with excessive unpaid
34 leave, the Supervisor will have a leave counseling session with the employee which may
35 include written attendance expectations.
- 36
- 37 3. Progressive Discipline (consistent with RSD Policy #5275 and due process rights in this
38 Agreement may be administered after written attendance expectations have been issued
39 to the employee.
- 40
- 41 4. Excessive unpaid absences may result in termination of employment.
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ARTICLE XI

VACATIONS

Section 11.1. Vacation.

Paid vacation shall be granted to all employees subject to this Agreement on the following basis:

Section 11.1.1. Eligibility.

Fifteen (15) or more days worked in the month of hire shall be considered a full month for purposes of earning vacation (this applies to the first month of employment).

Section 11.1.2. Vacation Accrual.

Employees shall receive one (1) paid vacation day for each month worked. Fifteen (15) days or more worked (*including paid leave or holidays) shall be considered a full month worked. The maximum vacation shall not exceed the schedule below:

Position Schedule

180 to 204 days (9 months)
205 to 230 days (10 months)
231 to 258 days (11 months)
259 days and over (12 months)

Vacation Days

Maximum nine (9)
Maximum ten (10)
Maximum eleven (11)
Maximum twelve (12)

*In the month of December, the minimum days worked for vacation credit shall be ten (10) days.

Section 11.1.3. Vacation Accrual After 4 Years of Service.

On completion of four (4) consecutive years of service, each employee shall receive one (1) additional day paid vacation annually for each additional consecutive year of service to a maximum of twenty-five (25) days paid annual vacation.

Section 11.1.4. Vacation Use.

Twelve (12) month employees may take vacation at any time mutually agreed by supervisor and employee. Less than twelve (12) month employees will receive pay in lieu of time off.

Section 11.1.5. Separation Cash Out.

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

Section 11.1.6. Vacation Carryover.

On September 1st of each year, the District will compile a total of accumulated vacation days which have been earned subsequent to the previous September 1st and which have not been used. Only these days will be allowed to remain in the employee's accumulation of paid vacation days for future use.

Section 11.1.7. Vacation Carry-Over Limit.

Twelve (12) month employees may carry up to twenty-five (25) days of accrued vacation forward to the next year.



1 **Section 11.1.8. Vacation Cash Out.**

2 Employees may elect to cash-out up to five (5) days unused vacation annually.

3
4 **Section 11.1.9. Retirement Cash Out.**

5 Upon retirement, employees may cash out up to thirty (30) days of unused vacation at the full
6 hourly rate of compensation, unless this would result in a penalty to the District by the
7 Department of Retirement Systems.
8

9
10 **ARTICLE XII**

11
12 **SENIORITY**

13
14 **Section 12.1. Definition – Hire Date.**

15 The seniority of full-time and regular part-time employees within the bargaining unit shall be
16 established as of the date on which the employee began continuous daily employment within the
17 bargaining unit unless such seniority shall be lost as hereinafter provided. Hire Date is defined as the
18 date the employee began continuous daily employment with the Richland School District. In the event
19 of a tie in seniority date, the application date shall be the governing date.
20

21 **Section 12.2. Loss of Seniority.**

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

- 23
24 A. Resignation.
25 B. Discharge for any reason contained in this Agreement.
26 C. Retirement.
27 D. Layoff without recall for a period of twenty-four (24) months.
28 E. Failure to report following a recall or completion of a leave of absence.
29

30 **Section 12.3. Seniority Retention.**

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

- 32
33 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
35 States.
36 C. Time spent on other authorized leaves.
37

38 **Section 12.4. Seniority Rights.**

39 The employee with the greatest seniority shall have preferential rights regarding shift selection,
40 vacation periods, promotions, assignments to new or open jobs or positions, or an increase of time of
41 one (1) hour or more or a reduction of time of one (1) hour which would not constitute a layoff, and
42 layoffs when ability and performance are substantially equal with the junior employee or other
43 applicant. If the District determines that the seniority rights should not govern because the junior
44 employee or other applicant possesses ability or performance substantially greater than a senior
45 employee(s), the District shall set forth in writing to the employee or employees and the Association's
46 President, its reasons why the senior employee(s) have been bypassed. Such notification shall be
47 simultaneous with the notification of the junior employee being placed in the position.
48

1 **Section 12.5. Posting of Positions.**

2 The District shall publicize within the Association and to the general public the availability of open
3 positions as soon as possible after the District is apprised of the opening. The position will be
4 advertised for a minimum of five (5) workdays before selection is made. During summer months
5 notification of open positions will be for a period of ten (10) workdays. Notification will be sent
6 simultaneously to the Association President.

7
8 **Section 12.6. Seniority List Definition.**

9 Seniority rights shall be effective within the general job classification as set forth in Article I of this
10 Agreement.

11
12 **Section 12.7. Probationary Period.**

13 Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the
14 first day of employment within the bargaining unit. Each probationary employee shall be evaluated by
15 their immediate supervisor at approximately the sixtieth (60th) workday but no later than the seventy-
16 fifth (75th) workday of employment. At any time during probation, management may discharge an
17 employee if it appears that employee is unable or unwilling to perform the duties of the position, or for
18 serious workplace rule infractions. Any decision to discharge a probationary employee shall be
19 communicated to the Association President, in writing. The discharge of an employee during their
20 probationary period is not subject to the grievance process.

21
22 **Section 12.7.1. Transfer during Probationary Period Exception.**

23 Employees will be eligible for one (1) transfer into a position that would be an increase of
24 either hours and/or wages, or when extenuating circumstances exist-evaluated on a case by case
25 basis. The employee’s probationary period would start over when the employee begins their
26 new position unless the position is with the same evaluator in a like position.

27
28 **Section 12.8. Bargaining Unit Work Defined.**

29 Bargaining unit work shall be performed by bargaining unit members covered by this agreement, and
30 there shall be no sub-contracting unit work for the term of this agreement.

31
32
33 **ARTICLE XIII**

34
35 **MODIFIED SCHOOL CALENDARS**

36
37 **Section 13.1.**

38 Modified school calendars are calendars with student starting and ending dates differing from the
39 normal one hundred-eighty (180) student day calendar. In such instances, the senior building Office
40 Professional shall have the first right of refusal to be placed on an extended contract for the duration of
41 the modified school year. The annual work calendar (modified or otherwise) shall be established prior
42 to June 1st of each year after consultation and negotiation with the Association.



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ARTICLE XIV

DISCHARGE AND EVALUATION OF EMPLOYEES

Section 14.1. Due Process.

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 reprimand an employee, it shall be done in a private setting and in a manner which will not embarrass the employee. The following progression of employee discipline shall generally be followed: oral warning, written reprimand, suspension, termination.

Section 14.1.1. Investigatory Interviews / Disciplinary Actions.

A. 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 a representative of their choosing.

B. 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.
3. Inform the employee that they have the right to a have representative of their choosing at the meeting.

Section 14.2. 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 14.2.1. Employee Notification.

Should the District decide to lay off any non-annual employee, the employee shall be notified in writing prior to the expiration of the school year.

Section 14.2.2.

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

Section 14.2.3. Reemployment List.

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

1
2 **Section 14.2.4. Employee Responsibilities.**

3 Employees on layoff status shall file their addresses in writing with the Human Resource
4 Services Office and shall thereafter promptly advise the District in writing of any change of
5 address.
6

7 **Section 14.2.5. Employer Rights.**

8 An employee shall forfeit rights to reemployment as provided in Section 14.2.3. if the
9 employee does not comply with the requirements of Section 14.2.4., or if the employee does
10 not respond to the offer of reemployment within fifteen (15) business days after actual receipt.
11

12 **Section 14.2.6. Rejection of Reemployment.**

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

17 **Section 14.3. Evaluation.**

18 Each employee subject to this Agreement shall be evaluated annually by May 31 by their immediate
19 supervisor. Such evaluation shall be made utilizing the employee evaluation sheet attached hereto, and
20 by this reference incorporated herein. Each employee subject to this Agreement may appeal their
21 evaluation to the Administration responsible for personnel.
22
23

24 **ARTICLE XV**

25 **RETIREMENT**

26
27
28 **Section 15.1.**

29 The District will comply with the Washington State Public Employees Retirement System's eligibility
30 criteria in determining whether or not an employee subject to this Agreement is eligible for
31 participation. The District will also support other retirement savings options such as 403-B and 457's.
32
33

34 **ARTICLE XVI**

35 **INSURANCE**

36
37
38 **Section 16.1. Eligibility.**

39 Employees projected to work six hundred thirty (630) hours or more shall be eligible to receive a
40 District contribution for their selected insurance benefits. All paid leaves shall count toward hours
41 worked for SEBB purposes as defined by SEBB. The six hundred thirty (630) hour eligibility threshold
42 is defined by SEBB and is subject to change at the State level (e.g., if 630 changes, the parties agree to
43 change to the new eligibility threshold.) The employer agrees to provide the insurance plans, follow
44 employee eligibility rules, and provide funding for all bargaining unit members and their dependents as
45 required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB).
46 Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.
47

1 **Section 16.1.1. Mandatory Participation.**

2 The following programs are mandatory for eligible employees.

- 3 • Dental
- 4 • Vision
- 5 • Basic Life and Accidental Death and Dismemberment (AD&D)
- 6 • Basic Long-Term Disability

7
8 **Section 16.1.2. Optional Participation.**

9 Medical, STEPS (School Total Employee Protection Support) for short- and long-term salary
10 insurance, VEBA (Voluntary Employee Benefits Association), Supplemental Life and
11 Accidental Death and Dismemberment (AD&D) -additional coverage may be purchased by
12 employees at their discretion, Supplemental long-term disability -additional coverage may be
13 purchased by the employees at their discretion.

14
15 The open enrollment period and regulations shall be defined by State Law and the School
16 Employees Benefits Board (SEBB). Once open enrollment is completed, no insurance options
17 may be added or deleted during the contract year except for reasons associated with family
18 status changes. Appeals for State decisions are with the State, not the District, and both
19 employees and the District are bound by the decisions made at the state level. Employee(s)
20 filling new positions and hired after September 1st may elect insurance coverages from the plan
21 available during timelines set by SEBB. New (current year) employees shall receive the state
22 benefit allocation to apply towards their SEBB selections.

23
24 **Section 16.1.3.**

25 The Association shall have the right to open the contract at any time to bargain with the District
26 health insurance related to compliance with State or Federal law.

27
28 **Section 16.2. Liability Insurance.**

29 The District shall provide tort liability coverage for all employees subject to this Agreement while
30 performing job duties.

31
32 **Section 16.3. Workers Compensation.**

33 The District shall cover employees with State Industrial Insurance or equivalent. Payment of premiums
34 will be shared by the District and the employee in accordance with State regulations.

35
36 **Section 16.4. Annuity Plans.**

37 All employees subject to this Agreement shall be entitled to participate in District approved Tax
38 Sheltered Annuity Plans. Upon receipt of a written authorization by the employee, the District shall
39 make contributions by withholding authorized deductions from the employee's salary and remitting the
40 amount to the authorized plan.

41
42 **Section 16.5. VEBA.**

43 The District has adopted the VEBA (The “Plan”) pursuant to applicable RCW’s and agrees to make
44 contributions to the Plan on behalf of all employees in the unit who are eligible to participate.
45 Contributions on behalf of each eligible employee shall be based on the conversion value of leave days
46 accrued by such employee available for contribution in accordance with the statute. Each school year
47 during the term of this agreement, a Memorandum of Understanding will be executed so the bargaining
48 unit can select the contribution options to be available to all members of the unit for that school year.



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ARTICLE XVII

STAFF DEVELOPMENT / IN-SERVICE / ON-THE-JOB TRAINING

Section 17.1. In-Service Program.

It is mutually agreed that the Association and the District will cooperate in developing in-service programs needed by the District and Association members and to include all District adopted software/computer programs. The Labor Management committee will survey employees annually regarding staff development needs and will develop appropriate in-service programs.

Section 17.2. Employee Compensation.

All employees who attend District required classes (i.e., First Aid training, etc.), programs, or meetings, will be compensated for the time spent at these required functions at the employee's hourly rate. (If overtime is involved, Section 8.1. applies.)

Section 17.3. Tuition Reimbursement.

Employees shall receive tuition reimbursement for those college courses pre-approved by the District's Human Resources Department. Courses should be related to current or potential job duties. A list of approved courses will be developed and can be requested from the Human Resources Office. Up to a maximum of five hundred (\$500.00) dollars per school year.

Section 17.4. On-Job Training.

The District shall provide for on-the-job training when an employee moves/transfers from one Office Professional assignment to another or is a new hire to the District. Such training shall be a minimum of five (5) days or forty (40) hours of on-the-job training with the employee who is vacating the position, whenever possible.

Section 17.4.1. Trainer Pay.

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 one-dollar (\$1.00) per hour to their hourly rate of pay.

Section 17.5. District Policy / Procedures Training.

The District will provide training for all Office Professionals with regard to relevant and applicable District policies and procedures, including new forms, on an annual basis prior to the startup of the new school year.

1. Four (4) Trainings Per School Year:

- A. Mandatory in-service training to be held before the start of the school year in August.
- B. PLC trainings throughout the year as needed. Trainings will be agreed on in labor management.

2. Remediation Training:

When District process, procedures, and expectations are not being met, the District will provide support for individualized remediation training for Office Professionals. Remediation will include involvement of supervisors, on an as needed basis throughout the school year.

1
2 **Section 18.3.1. Operational Fees.**

3 In addition to the above fees, the Association may assess a fee to be used for local Chapter
4 operations. Upon notification from the Association, such dues shall be deducted from each
5 member's monthly paycheck and forwarded to the Association President.
6

7 **Section 18.3.2. Error Refunds.**

8 The Association will refund to the District any amounts paid to it in error.
9

10 **Section 18.3.3. Notifications.**

11 The Association shall make any notifications required by law to political contributions under
12 WAC 390-17-110.
13

14 **Section 18.4. Political Action Committee.**

15 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
16 deduct from the pay of such bargaining unit employee the amount of contribution the employee
17 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
18 check separate from the Union dues transmittal check. Section 19.2. of the Collective Bargaining
19 Agreement shall apply to these deductions.
20

21 **Section 18.5. Hold Harmless.**

22 The Association and Public School Employees of Washington/SEIU Local 1948 will indemnify,
23 defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the
24 District as a result of the District's acceptance of authorizations for payroll deduction of dues and/or
25 PSE's representations regarding the existence of a valid membership authorization or voluntary
26 political contributions.
27

28
29 **ARTICLE XIX**

30
31 **GRIEVANCE PROCEDURE**

32
33 **Section 19.1. Scope of Grievance Procedure.**

34 Grievances or complaints arising between the District and its employees within the bargaining unit
35 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
36 Terms and Conditions of this Agreement shall be resolved in strict compliance with this Article.
37

38 **Section 19.2. Grievance Steps.**

39 The parties may mutually agree to hold all timelines in abeyance. Grievances related to the
40 interpretation and/or application of this Agreement when filed in the name of the Association, or when
41 filed by an individual when resolution can only be obtained through the Superintendent or their
42 designee, may be initiated at the Superintendents level as provided hereinafter.
43

- 44 A. **STEP I** – Informal meeting with Site/Immediate Supervisor within thirty (30) calendar days of
45 occurrence.
46
47 B. **STEP II** – Submit, in writing, to Site/Immediate Supervisor, fifteen (15) workdays of
48 conclusion of thirty (30) workday Informal process.

- 1
2 C. **STEP III** – Submit to Superintendent, or designee (designee is the Executive Director of
3 Human Resources), within fifteen (15) workdays of receipt of denial or non-response of Step II.
4
5 D. **STEP IV** – Submit, to School Board, in writing, within fifteen (15) workdays of receipt or
6 denial or non-response of Step III.
7
8 E. **STEP V** – Demand arbitration.
9

10 **Section 19.2.1. Step I. Informal meeting with Site / Immediate Supervisor.**

11 The employee shall first orally discuss the grievance with their immediate supervisor. If the
12 employee wishes, they may be accompanied by an Association representative at such
13 discussion. All grievances not brought to the immediate supervisor in accordance with the
14 preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be
15 invalid and subject to no further processing. The Supervisor must respond in writing within five
16 (5) workdays. Failure to answer within the requisite time period will allow the grievance to be
17 appealed to the next step.
18

19 **Section 19.2.2. Step II. Reduce to writing. Site / Immediate Supervisor.**

20 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
21 subsection, the employee shall reduce to writing, within fifteen (15) workdays of the conclusion
22 of the Step I process, a statement of the grievance containing the following:
23

- 24 • The facts on which the grievance is based.
25 • A reference to the provisions in this Agreement, which have been allegedly violated.
26 • The remedy sought.
27

28 The employee shall submit the written statement of grievance to their immediate supervisor for
29 reconsideration within the fifteen (15) workdays noted above. A copy shall also be submitted to
30 the Assistant Superintendent of Human Resources. The parties will have five (5) workdays
31 from submission of the written statement of grievance to resolve it by indicating on the
32 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
33 grievance shall sign it.
34

35 **Section 19.2.3. Step III. Submit to Superintendent or Their Designee.**

36 If no settlement has been reached within the five (5) workdays referred to in the preceding
37 subsection, and the Association believes the grievance to be valid, a written statement of
38 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or their
39 designee. After such submission, the parties will have ten (10) workdays from submission of
40 the written statement of grievance to disposition. If an agreeable disposition is made, all parties
41 to the grievance shall sign it. Failure to answer within the requisite time period will allow the
42 grievance to be appealed to the next step.
43

44 **Section 19.2.4. Step IV. School Board Level.**

45 If no settlement has been reached within the ten (10) workdays referred to in the preceding
46 paragraph, and the Association believes the grievance to be valid, a written statement of
47 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.
48 The Board will meet within fifteen (15) workdays to hear the matter. After the Board's meeting,

1 they will render their decision within ten (10) workdays. Failure to answer within the requisite
2 time period will allow the grievance to be appealed to the next step.

3
4 **Section 19.2.5. Step V. Arbitration.**

5 If no settlement has been reached within the ten (10) workdays 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. Any dispute, claim, or grievance arising out of or relating to the
8 interpretation, or the application of this Agreement shall be submitted to an impartial arbitrator.
9 If mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration
10 Rules of the American Arbitration Association. The parties further agree to accept the
11 arbitrator's award as final and binding upon them. Notice of intent to arbitrate will be submitted
12 within ten (10) workdays to the Superintendent, with a courtesy copy to the staff attorney.

13
14 **Section 19.2.6. Grievance on School Time.**

15 The grievance or arbitration discussions shall take place whenever possible on school time. The
16 employer shall not discriminate against any individual employee or the Association for taking
17 action under this Article.

18
19
20 **ARTICLE XX**

21
22 **SALARY AND EMPLOYEE COMPENSATION**

23
24 **Section 20.1. Experience Credits.**

25 Salaries for employees subject to this Agreement are contained in Schedule A attached hereto and by
26 this reference incorporated herein. Experience shall be credited as follows:

- 27
28 A. Employees who transfer from one (1) Washington State School District to another shall be
29 placed on the Step and Longevity comparable to their years of service within a school district as
30 provided in RCW 28A400.300. When an employee leaves one public school district within the
31 state and commences employment with the Richland School District, the employee shall be
32 granted Salary Schedule placement and sick leave as required by RCW 28A.400.300.
- 33
34 B. Employees with school district experience, other than Washington school district experience
35 shall be placed on the Step comparable to their years of service within a non-Washington
36 school district.
- 37
38 C. Employees who are promoted to a higher classification shall be placed on the first step that
39 would initiate an increase in pay from their previous position. Employees who take a lower
40 classification shall be placed on the step comparable to their previous position and years of
41 service.
- 42
43 D. Those employees transferring from a Richland School District classified bargaining unit into
44 the Office Professional unit shall be entitled to retain comparable benefits, if offered, and they
45 are eligible under the terms and conditions of this agreement. This includes longevity pay for
46 years of service within Richland School District.
- 47

- E. Those employees with non-school district experience shall be placed no higher than Step II of the appropriate job designation.
- F. Seniority is not transferable.
- G. Employees will advance a step on Schedule A on the employee's hire date anniversary.
- H. Longevity shall be applied on the employee's anniversary hire date. (Longevity is years of service with Richland School District.)

Section 20.2. Retroactive Pay.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement.

Section 20.3. Calculating Hours of Work.

For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

Section 20.4. Longevity.

Longevity, where applicable, shall take effect on the employee's hire date anniversary.

Section 20.5. Compensation Notification.

Status sheets shall be provided each employee once a year within thirty (30) calendar days after completion of negotiations, showing salary computation by an hourly basis.

Section 20.6. Travel Expenses.

Employees traveling on District business will follow District policy and procedures specific to advance travel, meals and lodging, and any reimbursements.

Section 20.7. Reclassification Process.

The parties agree to negotiate a process to identify the placement of all new positions (i.e., vacant, newly established, filled) and to objectively identify when a position needs to be reclassified to a different level on the salary schedule. The decision of the reclassification committee shall be final and there shall be no grievances of reclassification decisions.

An MOU will be negotiated annually throughout the term of this contract beginning the 2023-2024 school year and permanent language will be negotiated in the next agreement.



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ARTICLE XXI

EDUCATIONAL STIPEND PROGRAM

Section 21.1. Educational Credits.

Employees will be granted educational increments for extra compensation on the following basis: A RAEOP employee who has completed work on an Associate Arts or Bachelor’s degree, or has earned enough credits to qualify for a stipend must fill out a request and provide official transcripts to the Human Resource Services Office on or before September 15th to receive the stipend for the current year. The District will honor all Associate Arts Degrees and all Bachelor’s degrees of current employees.

\$0.40 per hour	15 quarter or equivalent
\$0.45 per hour	30 quarter hours or equivalent
\$0.50 per hour	45 quarter hours or equivalent
\$0.70 per hour	Associate Arts degree
\$0.95 per hour	Bachelor’s degree
\$1.20 per hour	Master’s degree

10 clock hours = one (1) quarter credit
15 clock hours = one (1) semester credit

Section 21.1.1. Clock Hours.

- Employees shall be granted “clock hours” (using the attached form) for additional compensation on the following basis:

50 clock hours	\$300.00 per year
100 clock hours	\$400.00 per year
150 clock hours	\$500.00 per year
200 clock hours	\$600.00 per year

- Clock hour compensation shall be paid on an annual basis (October pay warrant of each year) and once earned shall continue annually.
- Clock hours shall be applied to approved classes.
- Clock hours must be pre-approved.
- Clock hours must be turned in to Human Resources by October 1 of each year.

ARTICLE XXII

SEPARABILITY OF PROVISIONS

Section 22.1. 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.



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Section 22.2. 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 22.3. Reopening if Legal Conflict.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 24.3.

ARTICLE XXIII

TERM

Section 23.1. Term of Agreement.

The term of this Agreement shall be September 1, 2023, through August 31, 2026. Notwithstanding the foregoing requirement, the parties have negotiated the provisions of Schedule A as follows:

During the 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, with minimums as described below.

	<u>Schedule A</u>
2023/2024	4% Increase New Level IV shall be created at 2% above Level III. No employee placed on Level IV until reclassification process is complete and Committee identifies groups to be reclassified.
2024/2025	4% or IPD whichever is greater.
2025/2026	2% or IPD whichever is greater.

Section 23.2. 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 23.3. Legislative Changes.

The parties acknowledge that legislative changes during the term of this agreement may trigger mandatory subjects of bargaining and agree to negotiate these impacts as they present.



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

RICHLAND OFFICE PERSONNEL
CHAPTER

BY: /E-signed by Carol Crowell/
Carol Crowell, Co-Chapter President

DATE: Sep. 11, 2023

BY: /E-signed by Jamie Garrett/
Jamie Garrett, Co-Chapter President

DATE: Sep. 12, 2023

RICHLAND SCHOOL DISTRICT #400

BY: /E-signed by Tim Praino/
Tim Praino,
Executive Director of Human Resources

DATE: Sep. 11, 2023



SCHEDULE A, 2023–2024
RICHLAND SCHOOL DISTRICT #400
RICHLAND ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
SEPTEMBER 1, 2023 – AUGUST 31, 2024

<u>Job Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step V</u>
Level I	\$21.20	\$21.62	\$22.80	\$23.25	\$23.71
Level II	\$21.78	\$22.19	\$23.38	\$23.83	\$24.30
Level III (Lead)	\$23.73	\$24.17	\$24.60	\$25.06	\$25.56
Level IV	\$24.21	\$24.65	\$25.09	\$25.57	\$26.07

Informational: Lead Office Professionals includes all Building Lead Office Professionals and those working in departments as identified below:

- *Director’s Office Professional, Financial Services, Purchasing, Vocational Education, Student Services, Facilities Coordinator, Special Education, Teaching & Learning*

Substitute wages are at ninety-five percent (95%) of Step 1 on the appropriate level on schedule A.

Retired Office Professionals returning to substitute are paid at one hundred percent (100%) of Step 1 on the appropriate level on Schedule A.

The District will fund incremental steps for the entire term of the contract.

Longevity

The District shall provide a three percent (3%) longevity incentive for all employees on their anniversary date at six (6), ten (10), fifteen (15), twenty (20), twenty-five (25).

New hires will serve a probationary period of ninety (90) workdays. There shall be no changes in the above salary schedule, and no employee shall be moved to a lower salary rate during the term of this Agreement, unless mutually agreed to by both the District and the Association.

Office Professionals positions are established either on a full year (twelve [12] month) or on a part year (ten [10] month) basis. The ten (10) month position involves two hundred and five (205) workdays; the annual salary is computed to include prorated vacation days and holidays falling within the months worked. Since employees in twelve (12) month positions are on full-time duty, the number of worked days required of each twelve (12) month employee is governed by the number of holidays occurring during the year and the number of days of vacation to which the employee is entitled under the adopted policies relating to annual paid vacation.



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, RICHLAND
5 EDUCATIONAL OFFICE PERSONNEL CHAPTER AND THE RICHLAND SCHOOL DISTRICT
6 #400 PURSUANT TO ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT.
8

- 9
10 1. Connie Kile, who is a Lead Office Professional in Special Programs, will be removed from the
11 Educational Office Personnel bargaining unit as her job duties have evolved away from work
12 typically assigned to that Association. As a result, Connie will vacate her position as a Lead Office
13 Professional and be assigned to another classification within another bargaining unit not associated
14 with either the Educational Office Personnel or PSE. Both the Educational Office Personnel
15 bargaining unit and PSE agree to release Connie from their Association.
16
17
18 2. The District agrees to return the position currently held by Brenda Russie as part of the Educational
19 Office Personnel bargaining unit when Brenda vacates her position. Currently, this position is not
20 part of the bargaining unit. It is understood that at the time Brenda chooses to vacate her position,
21 the District and Association will meet to define the posting process and terms of this position's
22 return to the bargaining unit.
23

24
25 This Memorandum of Understanding shall become effective upon signatures of the parties and shall be
26 attached to the current Collective Bargaining Agreement.
27

28 PUBLIC SCHOOL EMPLOYEES OF
29 WASHINGTON / SEIU LOCAL 1948

30
31 RICHLAND OFFICE PERSONNEL
32 CHAPTER

33
34 BY: /E-signed by Carol Crowell/
35 Carol Crowell, Co-Chapter President

36
37
38 DATE: Sep. 18, 2023
39

40
41 BY: /E-signed by Jamie Garrett/
42 Jamie Garrett, Co-Chapter President

43
44 DATE: Sep. 18, 2023
45
46
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48

RICHLAND SCHOOL DISTRICT #400

BY: /E-signed by Tim Praino/
Tim Praino,
Executive Director of Human Resources

DATE: Sep. 19, 2023



**ATTACHMENT (22.1.1.)
Richland School District
Office Professional Clock Hour Approval Form**

Employee Name:		ID #:		Date:	
Building:		Current Assignment:			

Requirements for clock hours to be considered for additional compensation:

1. Course must be pre-approved by building principal or supervisor. In the event that pre-approval is not obtained, approval forms may be submitted immediately after the course and will be considered on a case- by-case basis.
2. Course must be applicable to current position or possible future position.
3. Clock hours must be turned in before October 1st to be considered for additional compensation for the current school year.
4. Semester or quarter hours may be converted to clock hours (official transcripts must be provided). (1 quarter credit=10 clock hours, 1 semester hour = 15 clock hours.)

COURSE TITLE	CLOCK HOUR PROVIDER	DATE OF COURSE	# CLOCK HOURS
Description of course work:			

Building Principal/Supervisor Pre-Approval

Date

After course is taken, complete the section below and submit the entire form to the Human Resources office.

I certify that I attended the above-described course and completed ____clock hours on __. Verification of attendance is attached (i.e. copy of certificate of completion, copy of clock hour form).

Employee Signature

Date

Human Resources Confirmation
(After Human Resources has added coursework) Rev. 09

Date

