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COLLECTIVE BARGAINING AGREEMENT

BETWEEN LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LABORERS'

LOCAL UNION 804

&

RICHMOND PUBLIC SCHOOLS

EFFECTIVE DATE: July 1, 2024
EXPIRATION DATE: June 30, 2027

RPS
RICHMOND
PUBLIC SCHOOLS

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AGREEMENT

Executed in Richmond, Virginia on _____ 2025, by and between School Board of the City of Richmond ("School Board") and the Richmond Public Schools ("RPS"), hereinafter referred to as the "Employer," and Laborers' International Union of North America Local Union 804; herein collectively referred to as "Union".

WITNESSETH

Whereas, the Union has been designated by the Transportation and Fleet Maintenance Employees of the Employer as their Exclusive Collective Bargaining Agent, and whereas, the parties desire to establish harmonious relations and to provide a peaceful method for the adjustment of any disputes and grievances which may arise, and to the end that continuous and efficient services may be rendered by both parties and for the mutual benefits of both, it is hereby agreed as follows:

ARTICLE 1 - UNION RECOGNITION

Pursuant to the School Board Resolution for Collective Bargaining in Richmond City Public Schools, the School Board recognizes the Union as the Exclusive Representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment with respect to the following bargaining unit (the "Bargaining Unit"):

All Transportation Support Professionals, including Automotive Mechanic Techs, I, II, and III, Automotive Mechanical Lead Techs, Automotive Parts Clerks, Automotive Service Workers, Bus Monitors, Bus Operators, Fiscal Associates, Operations Assistants, Radio Dispatchers, Safety and Training Supervisors, Safety Trainers, Transportation Routing Planners, Transportation Management Specialists, Transportation Assistant Supervisors, Transportation Supervisors, Administrative Office Associates, Assistant Supervisors, Supervisors of Pupil Transportation, and any other employees whose duties relate to the operation and/or maintenance of vehicles for the purpose of the transporting students to and from Richmond City Schools.

ARTICLE 2 - WAGES AND COMPENSATION

2.1 For the 2024-2025 school year, employees covered by this Agreement shall be paid wages and receive fringe benefits as provided in Appendix "A" attached hereto, which includes a 10% increase from the prior school year.

2.2 For the 2025-2026 school year, employees covered by this Agreement shall be paid wages and receive fringe benefits as provided in Appendix "A" attached hereto, which includes a 6% increase from the prior school year.

2.3 For the 2026-2027 school year, employees covered by this Agreement shall be paid wages and receive fringe benefits as provided in the 2026-2027 RPS Salary Schedule, which includes a 7% increase from the prior school year.

The 2024-2025 and forward salary schedule will reflect decompressed salaries for Mechanics and Supervisors in the unit. Decompression will occur when relevant work experience, as determined by RPS, is calculated and each unit member is placed appropriately on the new scale. The new scale will be built by assuming that it will start at Step 0. The current Step 1 will be the new Step 0 with an additional 1%, and the rest of the scale will be built to assume a 1.17% step increase. Unit members will be placed on the new scale according to the years of experience that are consistent with the agreed upon relevant work experience. As part of decompression, existing workers will submit a request to the Talent Office for consideration for reevaluation of placement on the pay scale. The union and RPS will maintain wages and compensation as an agenda item at each Labor-Management Committee meeting.

2.4. Six-Hour Per Day Contracts

Effective July 1, 2025, Bus Operators will work under six-hour per day standard contracts. Employee schedules will be adjusted to reflect the six-hour regular shifts.

2.5. Compensation for Field Trip Assignments.

2.5.1 School-Time Field Trips. For field trips that occur during school hours, Bus Operators and Monitors will be paid according to the times listed on the Field Trip Ticket indicating the departure and return times for the field trip. Any time worked on a field trip run will be paid at straight time unless the employee has already worked 40 hours in the work week, in which case the employee will be paid time-and-a-half at the employee's straight-time hourly rate. Straight-time is the employee's contracted hourly rate.

2.5.2. After-School Activity Runs. For after-school activity runs, Bus Operators and Monitors will be paid for the time actually required to perform each after-school activity run, rounded up to the nearest quarter hour. Any time worked performing an after-school activity run will be paid at straight time unless the employee has already worked 40 hours in the work week, in which case the employee will be paid time-and-a-half the employee's straight-time hourly rate.

2.5.3. Paid Stand-By Per Run. For Bus Operators and Monitors who experience periods when they are standing-by after completing their regular duties but before starting their afterschool activity runs, to bridge the time between the end of their regular shifts and their after-school activity runs, they will be entitled to thirty-minutes of paid stand-by

time per afterschool activity that they perform, as necessary to bridge the time between duties. The following examples show how this rule will be applied. Example 1. A bus operator who completes his or her duties at 4:30 p.m. and performs afterschool activity runs at 6 pm and 6:45 p.m. will be entitled to one hour of paid standby time from 4:30 p.m. to 5:30 p.m., in addition to being paid for the time required to perform the activity runs themselves. Example 2. An employee who only performs one afterschool activity run at 5:30 p.m. will be entitled only to 30 minutes of paid standby time. Example 3. An employee who performs an afterschool activity run at 5:00 p.m. will receive standby pay from 4:30 to 5:00 and then will be paid for the actual time required to perform the afterschool activity runs.

2.5.4. Method of Assignment. RPS will assign Bus Operators and Monitors to after-school activity runs on a rotating basis to equitably distribute those runs to all employees who volunteer to perform them. Operators and Monitors interested in performing specific after-school activity runs can sign up to perform up to two specific runs per day on days of the week when they are available. The initial priority of the volunteers will be established by seniority.

2.5.5. Rotation Through the Week. Among the Bus Operators and Monitors who sign up for specific runs, RPS will assign Operators and Monitors on a rotating basis such that no Operator or Monitor will receive a second assignment of up to two activities per day in a week until all Operators or Monitors who signed up for the same run receives a first assignment. Likewise, no Operator or Monitor shall receive a third assignment in the week of up to two after-school activities runs per day until all others who signed up for the same run receive at least two assignments during the week, and so on.

2.5.6 Subsequent Rotations. Each subsequent week, employees who received fewer activity runs than others will be placed at the top of the list above those who received more runs. Employees who received equal numbers of runs will be prioritized according to seniority.

ARTICLE 3 - DUES CHECK-OFF AND AUTHORIZATION FORM

3.1 The Employer agrees to permit its employees, within the limit covered by this Agreement who are members of the Union, to allot a portion of their pay for the payment of dues to the Union on the condition that the employee voluntarily submitted an authorization for such allotment on a standard Dues Deduction Authorization Form. The Employer will deduct and pay to the Union the regular amount of initiation fee and Union membership dues established by the Union Constitution or By-Laws from the pay of each employee covered by this Agreement who voluntarily authorizes and directs the Employer to make such deductions. Each such authorization shall be in writing and in the form prescribed below and shall be governed by the provisions thereof. The Union shall notify the Employer in

writing whom the payee of the checks for such deductions shall be, and the name and address of the person to whom such checks are to be sent. The Employer shall be entitled to rely on notice until written modification thereof.

3.2. The Union shall indemnify the School Board against and save it harmless from any claim, loss, damage, cost, or expense arising out of any wrongful deduction and payment of any amount under this Article.

3.3 The Employer shall transmit to the Union not later than the twenty-fifth (25th) day of the following month in which the deductions were made, a check for the total amount deducted, together with a statement in alphabetical order listing the names of all employees and the amount paid on his behalf. In the event an employee does not have sufficient earnings due to him in any month to cover the amount of said deductions for that month, the Union will notify RPS of dues owed to the Union from the employee.

ARTICLE 4 - HOURS OF WORK

4.1 All work performed in excess of forty (40) working hours in any work week by non-exempt employees shall be considered overtime and shall be compensated for a rate of time and one-half (1-1/2) of the employee's regular hourly rate of pay for such job. Additional work in excess of forty (40) hours must be approved by the supervisor in order to qualify for overtime compensation.

For the purpose of this Agreement, a week shall be defined as Monday – Sunday.

The School Board shall have the right to schedule working hours and to make revisions to routes and schedules to meet the needs of the School Board.

ARTICLE 5 - CHANGES TO WORK RULES AND CONDITIONS

5.1 Where the School Board proposes to change a personnel policy or working condition for employees in the Bargaining Unit, the Union will be notified as early as practicable, but normally no later than five (5) working days prior to the proposed implementation date.

5.2 The Union will be given an opportunity to negotiate the proposed change(s) as means of clarification in order to better disseminate the information to its members. Proposals from the Union, outlining other ways to accomplish the School Board's mission, will be given full consideration and responded to prior to implementation.

5.3 In the extraordinary situations where a delay beyond the proposed

implementation dates would create circumstances involving an overriding exigency or unreasonable hardship, the change may be implemented on an interim basis pending resolution through discussions with the Union.

ARTICLE 6 - HIRING OF NEW EMPLOYEES & PROBATION

6.1 The Employer reserves the sole right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period.

6.2 Probation. The probationary period for new employees shall be one year at the expiration of which, the employees shall be placed on employment rolls on a permanent basis provided the work of the new employee is satisfactory to the Employer. During this probationary period, all employees may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance procedure of this Agreement.

6.3 Orientation. The Director of Transportation will notify the Union within ten (10) working days of any new employees hired in the Bargaining Unit. The Union has the right to address newly hired Employees on paid time for no less than thirty (30) minutes during new Employee orientations, within thirty (30) business days of hire, or at individual or group meetings of new Employees if no orientation is conducted. The Employer will permit a Union representative, including a steward, a thirty-minute orientation during or before the employee's first two weeks of employment that will not interfere with essential work duties to introduce the employee to the Union and to review their rights and the Agreement.

ARTICLE 7 - UNION REPRESENTATION

7.1 The Employer agrees to recognize two (2) Shop Stewards and two (2) alternate Shop Stewards to handle appropriate matters including grievances at each of the Employer's locations, Northside and Southside, and Fleet Maintenance. Two (2) of the six (6) shop stewards will be Lead Shop Stewards.

7.2 The Union will furnish the Employer the names of the Business Manager, Union Representative assigned to the Unit, and Stewards. This list will be kept current by the Union.

7.3 In no event shall the representation of employees or processing of grievances interfere with the performance of work or the fulfillment of the School Board's operations. The Employer shall also be kept advised in writing by the Union of

names of its officers and representatives who are authorized to act on its behalf. If the School Board plans to transfer a Steward, officer, or representative from one shift to another, it will make reasonable effort to advise the Union thereof at least ten (10) days prior to taking such action.

7.4 Authorized agents of the Union shall have access to the School Board establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that such visits shall not interfere with the performance of any employee's work or the fulfillment of the School Board's operations. No employee shall be discriminated against or discharged for exercising any rights under the Collective Bargaining Resolution.

7.5 The Shop Steward shall not interfere with the management of the business or direct any work to an employee, but advise the School Board of any violations of the Agreement and also notify the employee participating therein.

7.6 The two lead Shop Stewards shall be entitled to seniority for the purposes of reduction in force in the Transportation Department, unless they have received an unsatisfactory rating on their most recent performance evaluation.

7.7 The Union will have the right to request and review the hiring process as it pertains to non-contract hourly employee applicants. Non-contract hourly employees have the right to access the Employee and Labor Relations Department's complaint procedures. In the case of a non-contract hourly employee in this unit being denied a full-time contract from RPS, the employee has the right to file a grievance with the assistance of the Union.

ARTICLE 8 - SAFETY REQUIREMENTS

In order to provide safety controls for protection to the life and safety of employees and prevention of damage to property, supplies, and equipment, the Employer shall comply with all applicable safety requirements established by the School Board or the government, or both. Safety concerns will be a standing agenda item at the regular weekly employee meetings.

ARTICLE 9 - HOLIDAYS

9.1 The employees in this bargaining unit are entitled to all holidays and religious observances with pay as declared by RPS.

9.2 Any leave requests immediately before or following a holiday will be denied, except as approved by the director. Furthermore, any employees who are absent on sick leave on the regular work day before or after the holiday will not be entitled to holiday pay unless the absence is supported by written documentation from a physician or a documented death in the immediate family.

9.3 Employees who are contracted for fewer than 12-months per year shall receive one recognition day to be taken off from work that has to be scheduled and approved in advance by the supervisor. No more than 10% of employees who are contracted for fewer than 12-months per year may take a recognition day on the same date. 12-month employees in this unit shall receive 3 recognition days to be used throughout the year or if not used converted to sick leave at the end of the year to be carried over. The recognition days may not be used the second week of the winter holiday break.

9.4 Employees shall be paid for the holiday based upon his/her normal workweek.

ARTICLE 10 - SICK LEAVE

10.1 All employees shall be advanced two (2) days of sick leave per contract year. Sick leave may be used for personal illness or disability not of permanent nature necessary appointments with physicians or dentists. However, employees are encouraged to schedule appointments during non-duty hours whenever possible.

10.2 Full-time contract employees accumulate one day of sick leave per month of employment. Sick leave may be accumulated without limit. Contract part-time employees accumulate sick leave in proportion to the amount of time worked daily, e.g., a half-time employee accumulates one-half day of sick leave per month.

10.3 A physician's certificate is required in every case of absences of five or more consecutive days. This certificate must state the kind and nature of the illness or injury and that the employee has been incapacitated from work for the period of the specific absences. When such proof of illness is required and not presented, the use of sick leave may be denied and the employee may not be paid for those days.

10.4 The supervisor is responsible for preventing the abuse of the sick leave privilege. Whenever there is a reason to suspect abuse of sick leave, the Director or Supervisor may, at that time, require reasonable proof of illness, including a certificate from a physician. The employee may bring specific extenuating circumstances to the attention of the supervisor for discussion.

10.5 Abuse of sick leave is grounds for disciplinary action up to and including dismissal. Abuse of sick leave may be defined as a pattern of absences, excessive

leave, or evidence that the employee utilized sick leave when not sick.

10.6 It is important for employees to report to their Supervisor that they will be absent from work as promptly as possible. This would be prior to the close of the Compound on the day preceding the absence or by 5:30 a.m. of the day of absence. Failure to follow this procedure will result in an employee being marked "Unauthorized Absence" rather than "Sick." If it is at all possible, drivers should call the supervisor. A call from a friend or a relative will not be accepted.

10.7 If a member of the immediate family (as defined in Richmond Public Schools' School Board policy) is ill, an employee may be permitted to take up to two consecutive days of sick leave which is charged to family illness.

ARTICLE 11 - INJURY LEAVE AND WORKERS COMPENSATION

11.1 In accordance with the Virginia Workers Compensation Act, an injured worker may be entitled to compensation when a job-related injury or illness is deemed compensable. Please note, the Workers' Compensation carrier determines whether an injury is compensable and NOT Richmond Public Schools.

11.2 Workers' Compensation covers medical benefits for reasonable, necessary, authorized, and related medical treatment after compensability is determined.

11.3 An injured worker is entitled to wage loss when they have met the criteria to retrieve full or partial wage loss per the Virginia Workers Compensation Act due to a compensable job-related injury or illness. There must be seven (7) calendar days of disability before benefits are payable.

During the first seven (7) days that an employee is out of work, he/she has the option to use his/her own leave (sick or vacation) to compensate for time possibly lost when injured. If disabled for more than twenty-one (21) days, the employee receives payment for the first (7) days for their injury through the workers' compensation insurance carrier.

An employee understands that they are not allowed to collect more than 100% of what they are contracted to be paid via their RPS salary. RPS reserves the right to deduct overpayment of any indemnity payments exceeding 100% of the employee's salary.

The Department of Pupil Transportation reserves the right to require an independent medical examination for the job-related injuries or when an employee is absent for non-work related injuries.

11.4 When an employee is injured, the employee MUST immediately report the injury to his/her Supervisor. Once the injury is reported, the Supervisor MUST immediately provide the injured employee with a copy of Richmond Public Schools Workers Compensation Packet to report the injury to Company Nurse and contact RPS Risk Management. Risk Management will follow-up with the employee through RPS email.

11.5 Richmond City Public Schools has implemented an injury management program called Company Nurse®. When you encounter a workplace injury, the supervisor and injured employee will call the Company Nurse Injury Contact Center as soon as possible after the injury/incident occurs. After the Injury Care Coordinator records the injury and incident information, the attending nurse will provide first aid advice and direct the injured employee to an appropriate workers comp treatment site if needed COMPANY NURSE® will handle all initial reporting of workplace injuries. If emergency treatment is necessary, you will be directed to report to the nearest emergency room.

Once the emergency is over, the employee will be required to be treated with an approved panel of doctors.

11.6 Questions as to the appropriate doctor or procedure should be directed to Risk Management.

ARTICLE 12 - LEAVE and OTHER BENEFITS

Except as set forth in this Agreement, Employees in the Bargaining Unit are entitled to all leave and benefits for which they are qualified as set forth in the Policies adopted by the School Board and the Administrative Procedures promulgated by RPS administration, all of which are available on Board Docs, including but not limited to Sick Leave, Worker's Compensation, Parental Leave, Civil Leave, other Leaves of Absence, Health Insurance, Life Insurance, Virginia Retirement System, Annuities, Family and Medical Leave, Military Leave, and Bereavement Leave.

ARTICLE 13 - DISCHARGE OR DISCIPLINARY PROCEDURES

13.1 Discharge or disciplinary suspension of the services of an employee shall be based on good and just cause, with a full explanation to the employee that which shall be had in written form, at the time of discharge or disciplinary action.

13.2 Employees who are meeting with management for fact finding or a meeting that could result in disciplinary action have the right to request the presence of a union representative in-person or by phone. Unless there is an immediate safety concern, Management will make every effort to reschedule within 24 hours.

Management has the right to continue with a meeting with an employee if a union representative is not available.

13.3 Any disciplinary action taken by the Employer shall be subject to an appeal.

13.4 Required Notifications. Within one business day of a conviction for any traffic violation, except a parking violation, a school bus operator must notify the Transportation Supervisor in the Department of Pupil Transportation, regardless of the nature of the violation and the type of vehicle which was driven at the time.

- A. A school bus operator must notify the Transportation Supervisor in the Department of Pupil Transportation if the operator's license is suspended or revoked. This notification must be made by the end of the next business day following the driver's receipt of the notice of the suspension or revocation by Virginia Division of Motor Vehicles.
- B. Failure to report convictions for any traffic violations or the suspension or revocation of an operator's license as described above will result in disciplinary actions, up to and including a recommendation for dismissal.

ARTICLE 14 - BULLETIN BOARD

The Employer will provide a bulletin board in a location determined by the Employer with adequate space for posting of Union notices. Such Union notices are not subject to prior approval by management but shall be used for Union business and shall not contain profane material, material inappropriate for children, or defamatory information about the School Board.

ARTICLE 15 - CLEANING PRODUCTS

The Employer shall supply employees with all cleaning products necessary to perform their duties, including cleaning products necessary to maintain the clean and sanitary condition of the buses.

ARTICLE 16 - EMPLOYEE TOOLS

16.1 To the extent that the Employer relies on employees to use the employee's own tools to perform his or her duties such that the employee regularly stores his or her tools on RPS premises when the employees are off-duty, the Employer agrees to

maintain insurance to compensate employees against the loss or destruction of their tools that occurs on the Employer's premises due to any reason other than: 1.) Ordinary wear and tear or the expiration of the tool's useful life; 2.) The intentional or reckless action of the employee whose tools were destroyed. In the event that the Employer fails to maintain such insurance, the Employer shall directly indemnify employees for any loss of tools covered by this provision.

16.2 The Manager of Fleet Services shall maintain an inventory of employee tools being stored on the Employer's premises for use by employees while on duty. The Manager of Fleet Services may require employees to keep this inventory up-to-date as a condition of insurance coverage. The Manager of Fleet Services will ensure the inventory information is given to RPS Risk Management at the beginning of each calendar year.

16.3 The Employer shall give mechanics a tool allowance of \$500 per year per mechanic to ensure that mechanics have the tools necessary to perform their duties. All tools purchased with this allowance shall remain the property of RPS.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT

17.1 The Employer agrees to provide all personal protective equipment necessary for Fleet Maintenance employees to perform their duties, including, but not limited to, the following:

- Steel-toe boots
- Ear protection
- Gloves
- Safety Glasses
- Face Shields
- Back Braces
- Cold-weather and Rain Gear

17.2 For employees who need them, the Employer agrees to provide one of each of the above items of safety equipment to employees not to exceed once per year. Employees shall be responsible for any safety equipment provided to them. If equipment provided by the Employer is lost or damaged, the Employer can charge employees for the cost of a replacement, except in cases where the employee can show that the equipment was lost or damaged due to no fault on the employee's part.

17.3 When safety equipment is provided to employees, employees will be obligated to use such equipment for their own safety. Employees may be subject to discipline for failing to use such equipment when protection is called for.

17.4 The above PPE is understood to be required for Maintenance Mechanics. For other employees, the Employer shall provide safety-equipment to the extent the equipment is required by applicable law or regulation.

ARTICLE 18 - TRAINING

The Employer agrees to provide professional training when needed, in consultation with the Fleet Manager and the Union. The Fleet Manager and Union will provide feedback on what training programs/vendors to use to conduct this training and to consult with the Union regarding the number of Mechanic Techs who need to receive this training to support the Employer's fleet.

ARTICLE 19 - Bonuses

The Employer agrees that mechanics shall be eligible to receive any bonuses made available to other transportation employees, such as, but not limited to, hiring, attendance and retention bonuses when available.

ARTICLE 20 - PROCEDURE FOR IMPOSING PENALTIES ON STUDENTS FOR VIOLATIONS RELATED TO TRANSPORTATION

20.1 The School Board's policy on Student Behavior and Accountability on School Buses is incorporated into the Agreement as Appendix "C," hereinafter referred to in this Article as the "Policy."

20.2 The School Board shall adhere to the following process when imposing penalties on students or the families of students in relation to violations of the School Board's Policy:

- A. If a driver or monitor witnesses a violation of the Policy, in order to apply a penalty, the employee must report the incident in writing within twenty-four (24) hours to the Area Transportation Supervisor Manager of Fleet Services using the incident report form. A copy should also be forwarded to the Principal or Assistant Principal.

Immediate Verbal Report: In the case of severe incidents requiring immediate intervention (e.g., physical altercations, bullying, vandalism), the RPS bus driver will directly contact dispatch and/or area supervisor via phone or radio.

Written Follow-Up Report: Following the verbal report, the RPS bus driver should submit a written report of the incident within twenty-four (24) hours. This report should include:

- a. Date and time of the incident.
 - b. Location of the incident (e.g., specific bus stop, inside the bus).
 - c. Names of the students involved (if known).
 - d. A detailed description of the incident, including any witnesses and their statements (if applicable).
 - e. Any photos or video evidence captured (if available, following student privacy protocols).
- B. The Transportation Area Supervisor shall verify whether the conduct described by the employee in the written report constitutes a violation of the Policy and shall determine the level of infraction described.
- 1) School investigation: Upon receiving the incident report, the designated (Principal, AP, Dean) Richmond Public Schools personnel will investigate the matter. The investigation may involve interviewing the student(s) involved, witnesses, and the bus driver.
 - 2) Communication with parents: The school will communicate the incident to the parents/guardians of the student(s) involved. The communication will outline the nature of the infraction and any potential consequences according to the RPS Student Code of Responsible Ethics (SCORE).
 - 3) Disciplinary Action: Depending on the severity of the behavior, the school will implement appropriate disciplinary actions as outlined in SCORE. This could involve a warning, behavior contract, suspension from bus/school, or referral to a student support team if a pattern of behavior is demonstrated.
- C. The Transportation Area Supervisor then shall notify the Principal and, Principal Director, of the school that the affected student attends of the violation. The relevant Principal and Principal Director shall provide timely notification to the family of the student.
- 1) Feedback loop: The Principal or designee should provide the bus driver with feedback regarding the outcome of the investigation and any actions taken. This keeps drivers informed and reinforces the collaborative approach to addressing student behavior.
 - 2) The timeline for a response will be:
 - a) For SCORE categories A-C, 72 hour response
 - b) For SCORE categories D-F, 48 hour response
- D. In the event that a driver or monitor is the victim of a criminal act by a student, a member of a student's family, or a member of the general public while on duty,

the driver or monitor shall report the crime in writing to the Director of Transportation and may also file a complaint with the Richmond City Police Department. The Director of Transportation may reassign the driver or monitor to a different bus route until a determination can be made on the complaint.

ARTICLE 21 -
LABOR-MANAGEMENT COMMITTEE

RPS and Local 804 shall establish a Labor-Management Committee that shall meet every other month starting in September of each school year and until the end of the school year. The Committee shall discuss matters of mutual concern to the RPS and the Bargaining Unit employees, including employee safety issues, work rules, and other terms and conditions of employment.

ARTICLE 22 -
TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2024 to June 30, 2027 and from year to year thereafter unless written notices given by the Union or the School Board one hundred twenty (120) days prior to any expiration date of its desire to negotiate wages, fringes, modify, amend, or terminate this Agreement.

In witness whereof, the parties hereto have executed this Agreement this 5th day of August, 2025.

School Board of the City of Richmond

Exclusive Representative

BY: Shavonda Fernandez
Chairperson

BY: K. L.
LIUNA Representative

Date: 8/19/2025 | 09:48 PDT

Date: 8/15/2025 | 13:00 EDT

Memorandum of Understanding

Between Richmond Public Schools (RPS) and Public Sector Employees Local Union 572 - LiUNA

Purpose: This Memorandum of Understanding outlines the procedures for assigning after-school activity runs, the method for addressing driver shortages for such runs, stand-by pay and the rotation of assignments among Bus Operators and Monitors. RPS and LiUNA agree that the current language in the CBA for 2.5.3, 2.5.4, and 2.5.5 shall be replaced with the following language and all other CBA provisions shall remain in full force and effect:

2.5.3 Paid Stand-By Per Run

Drivers and Monitors will be entitled to thirty (30) minutes of paid stand-by time per after-school activity that they perform each day.

2.5.4 Method of Assignment

RPS will assign Bus Operators and Monitors to after-school activity runs on the basis of equitably distributing those runs to all employees who volunteer to perform them. Operators and Monitors interested in performing specific after-school activity runs can sign up to perform up to two (2) specific runs per day, or as operational needs deem necessary. The initial priority of the volunteers will be established by alphabetical order.

Method of Assignment in the Event of a Driver Shortage After School

In the event of after-school driver shortages, defined as a lack of available drivers for assigned runs resulting in interruption of mission efficiency, the Transportation Department will use a stacked method.

This stack method will allow drivers with one after-school assignment to provide coverage for any additional assignments before or after their original assignment. The assignment will also entitle each driver to thirty (30) minutes of paid stand-by time per activity.

2.5.5 Rotation

After-school activity runs should be rotated among the Bus Operators and Monitors who sign up for specific runs. RPS will assign Operators and Monitors on a rotating basis such that no Operator or Monitor will receive a second assignment until all others who signed up have at least one assignment. Likewise, no Operator or Monitor shall receive a third assignment in the week until all others who signed up have at least two assignments during the rotation, and so on. The rotations will change every ninety (90) days to ensure route accuracy and continuity. Auxiliary transportation assignments, excluding after-school activities, will be rotated among Bus Operators and Monitors who sign up for specific runs. RPS will Assign Operators and Monitors by alphabetical order.

Duration

This Memorandum of Understanding will remain in effect unless both parties agree, in writing, to revise or terminate its terms.

Original Language in the CBA:

2.5.3. Paid Stand-By Per Run. For Bus Operators and Monitors who experience periods when they are standing-by after completing their regular duties but before starting their afterschool activity runs, to bridge the time between the end of their regular shifts and their after-school activity runs, they will be entitled to thirty-minutes of paid stand-by 2 time per afterschool activity that they perform, as necessary to bridge the time between duties. The following examples show how this rule will be applied. Example 1. A bus operator who completes his or her duties at 4:30 p.m. and performs afterschool activity runs at 6 pm and 6:45 p.m. will be entitled to one hour of paid standby time from 4:30 p.m. to 5:30 p.m., in addition to being paid for the time required to perform the activity runs themselves. Example 2. An employee who only performs one afterschool activity run at 5:30 p.m. will be entitled only to 30 minutes of paid standby time. Example 3. An employee who performs an afterschool activity run at 5:00 p.m. will receive standby pay from 4:30 to 5:00 and then will be paid for the actual time required to perform the afterschool activity runs.

2.5.4. Method of Assignment. RPS will assign Bus Operators and Monitors to after-school activity runs on a rotating basis to equitably distribute those runs to all employees who volunteer to perform them. Operators and Monitors interested in performing specific after-school activity runs can sign up to perform up to two specific runs per day on days of the week when they are available. The initial priority of the volunteers will be established by seniority.

2.5.5. Rotation Through the Week. Among the Bus Operators and Monitors who sign up for specific runs, RPS will assign Operators and Monitors on a rotating basis such that no Operator or Monitor will receive a second assignment of up to two activities per day in a week until all Operators or Monitors who signed up for the same run receives a first assignment. Likewise, no Operator or Monitor shall receive a third assignment in the week of up to two after-school activities runs per day until all others who signed up for the same run receive at least two assignments during the week, and so on.



2/27/2026 | 07:54 EST

Jason Kamras

Date

Superintendent

EV

Richmond Public Schools



2/13/2026 | 07:52 EST

Sonia Vasquez Luna

Date

Public Service Employees

Local Union 572

LiUNA