COLLECTIVE BARGAINING AGREEMENT BETWEEN

RICHLAND SCHOOL DISTRICT #400

AND

RICHLAND-MOT, CHAPTER #119

(MAINTENANCE, OPERATIONS, & TRANSPORTATION)

SEPTEMBER 1, 2026 – AUGUST 31, 2029

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PREAMBLE

This Agreement is made and entered into between Richland School District Number 400 (hereinafter "District" or "Employer") and the Public School Employees of Richland-MOT, an affiliate of Public School Employees of Washington/SEIU Local 1948 (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. Both parties agree to conduct themselves in a professional manner and treat each other with mutual respect.

ARTICLE I

RECOGNITION AND COVERAGE OF THE 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 1.3 below, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Confidential Employees.
Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. Bargaining Unit Certification.
The bargaining unit to which this Agreement is applicable includes all classified employees in the following job classifications: Transportation (Bus Drivers, Dispatchers, and Routers), Bus Attendant, Grounds, Seasonal Grounds, Building Foreman, Custodial, Distribution Specialist, Security, and Laundry person, Light Delivery, Maintenance and Print Shop Assistant.

**All current seniority dates as of the ratification of this CBA will not change; current seniority dates will remain. Any employees that transfer classifications after the date of this ratification will follow classification change clauses found in 11.2.

Excluded: Supervisors.

Section 1.4. Definitions.
The following definitions pertain to all R/MOT Classifications:

1. *Workdays*: defines the days included in the employee's contract year.

2. *Calendar Days*: defines the universally recognized calendar of months and days.

3. *Business Days*: defines the days the RSD Administrative Offices are open for business.

4. *Full-time Classified Employee*: is one (1) who works on a twelve (12) month per year schedule.

5. *Regular Classified Employee*: is one (1) who fills a position requiring from nine (9) months up to but not including twelve (12) months service per year.

6. *New Position*: any position newly created within the bargaining unit and projected to be ninety-one (91) calendar days or more. All new positions must be posted.

7. *Open Position/Job*: any bargaining unit position/job vacated for more than ten (10) workdays.

8. *Temporary Position*: any bargaining unit position that is projected to continue for ninety (90) calendar days or less. Full-time, Regular, or temporary classified employees can fill these positions.

9. *Replacement Employee*: is an employee who fills a position created by an employee on a leave of absence:

    a. Newly Hired Replacement employees shall earn benefits; current employees in replacement positions shall retain benefits.

    b. Current employees who apply for and take Replacement Positions will be given priority over outside candidates and junior employees when the move would result in an increase of hours, wages, or both.

    c. Current employees who apply for Replacement Positions will be returned to their previously held position.

    d. Seniority will be applied to the newly hired replacement employee.

    e. A newly hired replacement employee will not be allowed to transfer during the duration of their time as a replacement employee.

10. *Substitute Classified Employee*: is one who is employed sporadically to fill a position of a full-time, regular, or temporary classified employee in an existing position. The substitute employee will not receive benefits. Substitutes working thirty (30) cumulative workdays or more will receive the probationary rate as shown on Schedule A and shall receive no other benefits (WAC 391-35-351).

    a. A substitute who subs for thirty (30) cumulative workdays in multiple locations or assignments will be eligible for the probationary rate. This would include, for example, a Custodian who subs at multiple buildings during the period or a substitute Driver who subs for different Contracted Drivers on different routes.

    b. Substitutes will be paid at the probationary rate after completion of the thirty (30) cumulative workdays.

    c. Once a substitute reaches the thirty (30) cumulative workdays, they will continue to be paid at the probationary rate of pay for all days subbed from that point on. Substitutes

will not have to re-establish the thirty (30) cumulative workday period after any period of inactivity if they continue to remain eligible to work. This will also carry over to the next school year.

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

    a. Seasonal Grounds employees have no contractual right to transfer to any other MOT classification/position. It is understood that Seasonal Grounds employees have to apply for other positions within the MOT Association just like outside-of-unit candidates. Seniority for Seasonal Grounds employee(s) is specific to seniority earned as a Seasonal Grounds employee and is only within the Seasonal Grounds classification and cannot be used to transfer into any other within the MOT bargaining unit classification.

    b. Seasonal Grounds employees have "right of first refusal" for the following school year. A "Notice of Reasonable Assurance" prior to the end of work on September 30 will be issued to inform the Seasonal Grounds employee that a position will be available beginning on April 1 of the following year. Notification (in writing) must be given to the District no later than March 1 if the Seasonal Grounds employee plans to return to work the following year. The District is under no duty to notify Seasonal Grounds employees of this requirement. If the District does not receive written notification by March 1, it will post for the position as per the collective bargaining agreement; at which time regular MOT employees may apply.

    c. Holiday Pay will be paid on holidays that fall between April 1 and September 30. Holiday Pay will not be paid for holidays that fall between October 1 and March 31.

    d. Seasonal Grounds employees will accrue one (1) day per month of paid time off. This time can be used as sick leave or personal leave. Any unused leave (to a maximum of six (6) days per year) may be cashed out at fifty percent (50%) after work ends on September 30. Seasonal Grounds employees cannot carry over a leave balance to the next year.

    e. Seasonal Grounds employees are exempt from Article XIV with the exception of Section 14.5 (State Industrial Insurance) and Section 14.7 (Worker's Compensation) of the Collective Bargaining Agreement.

    f. Seasonal Grounds employees who apply for and are hired into permanent, non-seasonal positions within MOT will permanently vacate their Seasonal Grounds position without contractual recourse to return.

    g. Should a regular MOT employee (permanent, non-seasonal) apply for and accept a Seasonal Grounds position, that regular MOT employee's MOT seniority will end and they will start accruing seniority within the Seasonal Grounds classification subject to Section 1.4 (11)(a) above.

h. Should the District reduce hours or eliminate positions within the Grounds Department, it is understood that Seasonal Grounds employees/positions will be the first employees to have their hours reduced and or position eliminated. In the event of layoff, no Seasonal Grounds employee, regardless of seniority, will remain on active duty at the expense of a permanent, full-time Grounds employee.

i. Seasonal Grounds Employees are not eligible for Utility wages.

j. Seasonal Grounds Employees are exempt from Section 7.8 (Overtime Assignments). All overtime is to be offered to non-seasonal Grounds employees prior. If Non-Seasonal Ground employees are unavailable, Seasonal Ground Employees may elect for overtime.

k. The following Articles and Sections of the Collective Bargaining Agreement do not apply:

   i. Section 7.2.2 (Summer Schedule)

   ii. Article IX (Vacation) except for what is noted above.

   iii. All Sections of Article X (Leaves) except for what is noted above and in Section 10.3 (H), 10.7 (Judicial Leave), and 10.8 (Military Leave).

   iv. Section 11.1.3 (Trial Period) and 11.1.4 (Return Rights) – see #6 (New Position) above.

   v. Section 15.2 (Cross Training)

   vi. Section 19.7.3 (Uniform Program)

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.

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

Section 2.2. Reasonable Rules and Regulations.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. All rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions shall be in accord with this Agreement, State Law, and Federal Law.

Section 2.3. No Strike nor Lockout.
The parties agree that during the term of this Contract, there shall be no strike or other economic action by the Association and there shall be no lockout or other economic action by the District. In case of an impending statewide work stoppage, the Association and the District will meet to consider modifying the employee work calendar.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Right of Association.
It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to join and assist the Association. The District and the Association will not, directly, or indirectly, interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights. It is further agreed that the focus of employment shall be directed towards supporting classroom teachers, properly maintaining facilities, and improving operational efficiencies.

Section 3.2. Right to Address Concerns.
Each employee shall have the right to bring matters of concern of the membership to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. Right to Representation.
Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and the supervisors or other representatives of the District as hereinafter provided.

Section 3.4. EEO / Non-Discrimination.
The District and Association support equal opportunity and treatment for all employees without discrimination based on race, religion, creed, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability This policy shall be in accordance with State and Federal Statute as amended, and rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act.

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

Section 3.4.1. Harassment Free Workplace.
The District and the Association is committed to providing a work environment free from unlawful harassment. The District will not tolerate actions, words, jokes, or comments based on

an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

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

Section 3.5. Personnel Files.

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

Section 3.5.1. Derogatory Material.

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

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

Section 3.5.2. Americans With Disabilities Act.

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

Section 3.6. Right to Delegate.

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

Section 3.7. New Employee Orientation.

The District shall provide a general orientation of new employees within the first month of employment. An Association officer shall be provided the opportunity to attend the Human Resources orientation meetings and be given an appropriate amount of time to inform new employees of contractual issues. This orientation and Association introduction shall be done in person. Orientation shall include information and/or training on the following:

1. Job description, applicable matrix, check-in protocol and handbook if any.

2. Discussion of pay scale/including employees expected rate.

3. Explanation of insurance, retirement, vacation, and leave benefits.

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

Section 3.7.1. Safety.

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

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

Section 3.7.2. Custodian Training Program.

A. In addition to job orientation training, custodial substitutes will be assigned to share one (1) run with a trainer for their first eight (8) hour shift at each level (Elementary, Middle School, High School).

B. Custodians assigned by management to provide training will be paid an additional two dollars ($2.00) during the training.

C. Trainers shall recommend the “pass or fail” of all substitutes they train to the appropriate management officials.

D. Trainers shall be provided all necessary documents to insure the appropriate training of substitutes in their charge.

E. Trainers shall be assigned by seniority within each High School, Middle School, and Elementary School with two (2) full-time swing positions.

Section 3.8. Staff Protection.

The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse the employee while they are performing duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the county prosecutor for purposes of processing a case. The employee using

the services of private attorneys will cover their own obligations for fees or costs incurred for the use of such services or as the court may direct otherwise.

Section 3.9. Camera Use.

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

B. Surveillance cameras are intended as a security device for the Richland School District to deter potential malicious activities in and around the school District property. Cameras are not intended for the real time surveillance of employee performance.

C. Employees who may be required to view videotapes at the request of supervisory personnel shall be compensated at the normal hourly rate.

D. Employees may be subjected to disciplinary action if they are observed during their work shift to be doing something inappropriate or that is in direct violation of school District policy. Any behavior that may be observed on a recording, that may be inappropriate or may violate policy, will be addressed in accordance with procedures outlined in the CBA.

E. Video recordings obtained through use of District equipment are the property of the Richland School District and shall not be removed from the District without the express authorization from the Director of Operations and Facilities.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Rights and Responsibilities.

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

Section 4.2. New Hire Orientation.

A. The format and content of the District orientation is up to the District.

B. District orientations can be conducted onsite at the discretion of the District.

C. The District will provide a PSE representative no less than thirty (30) minutes, separate from the District's orientation time, to make a presentation to new employees. District representatives shall not be present during the Association presentation.

D. In case there is no scheduled orientation the District shall provide the Association a paid thirty (30) minute meeting for all new hires during the bargaining unit employees' work time within one (1) week of their hire date.

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

Section 4.3. Notice to Association and Hearings.

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

Section 4.4. Member Information.

1. The Association Officers will have access to relevant information, in the exercise of their representational duties, upon request at the District business offices during regular business hours in accordance with State and Federal laws and regulations.

2. Personnel updates (Board reports) of new hires, terminations, etc. will be reported electronically to the Chapter President, Chapter Membership Officer, and to the PSE state Membership Department membership@pseofwa.org.

Section 4.4.1. Employee Information.

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

- The employee's name and date of hire and if a change in position the new position start date.

- The employee's contact information, including:
  - Cellular, home, and work telephone numbers.
  - Work and personal email addresses; and
  - Home address or personal mailing address.
  - The employee's job title Employee ID or unique identifier

- Annual salary for contracted work performed under the collective bargaining agreement.
  - Rate of pay for contracted work performed under collective bargaining agreement.
  - Enhancements or stipends received by the employee.
  - Contracted days for work performed under collective bargaining agreement.
  - Continuing position "yes or no"
  - Primary work site location or duty station.

Section 4.4.2. Seniority List.
Seniority lists for each job classification will be updated by November 1 of each year and posted in each worksite. A copy of the list will be provided to the Association President prior to final distribution. The Association and District shall have twenty (20) workdays to reconcile any errors on the Seniority List.

Section 4.5. Delegation.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 (PSE).

Section 4.6. Use of Equipment.
The Association shall be entitled to use, when available, the following District equipment for Association Business: copiers, email, fax machines and computers. The Association shall pay the cost of any consumable materials including paper, toner, etc. The Association will be required to follow the appropriate District policies in effect when using any District equipment. The Association will be allowed to use the in-District mail service, electronic mail or other communication service used to communicate with classified employees.

Section 4.7. List of Temporary Positions.
The District will provide the Association President or their designee, each month, a current list of temporary positions and hours worked.

Section 4.8. PSE Field Staff.
The PSE field staff, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conference or meetings between employees and PSE Field Staff will in any way hamper or obstruct the normal flow of work during the employees work time.

Section 4.9. Bulletin Boards.
The District shall provide bulletin board space in each building for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association other than herein provided and provided in Section 4.5 (Delegation). The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.9.1. Job Posting.
The District administrative offices are designed as the official job-posting center. During the summer months, job announcements shall be posted for no less than two (2) weeks to allow ample opportunity for all employees to review these postings. The District job website address shall be posted on all official bulletin boards.

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

Section 4.10. Meeting Sites.
The Association shall be allowed to use District buildings for Association meetings with the approval of the Facilities Coordinator.

Section 4.11. Written Communications.
All written communication intended to inform bargaining unit employees of employment issues or changes shall be typed, dated and the author shall be identified.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Scope of Negotiations.
It is agreed and understood that appropriate matters for consultation and negotiation are grievance procedures, wages, hours, and working conditions.

Section 5.2. Scope of Consultation.
It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices, and procedures.

Section 5.3. Job Descriptions.
In the event that a new job category is established, the wage rate shall be negotiated with the Association before it is established. In the event that good faith negotiations result in impasse for the new job, the District will implement the proposed wage rate.

Section 5.3.1. Job Description Change.
In the event that job description is changed, the District will consult Union leadership.

Section 5.4. School Calendar.
The District shall provide copies of the draft school calendar to the Association President prior to any implementation, and bargain the impact on employee work schedules, upon request.

ARTICLE VI

ASSOCIATION BUSINESS

Section 6.1. Labor Management Committee (LMC).
The Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The purpose of this committee is to mutually discuss and resolve appropriate matters. The committee shall consist of the Association President and three (3) members chosen by the Association, and the Director of Operations and Facilities and three (3) management representatives chosen by the District. These committee meetings will be held at a mutually agreed upon time.

Section 6.1.1. Cultural Competency on Equity, Diversity, and Inclusion.
The Labor Management Committee as defined in the CBA is committed to discussing cultural competency, equity, diversity, and inclusion during the term of this agreement. The LM Committee may mutually agree to participate in workshops on this topic and/or provide training and information to bargaining unit members and managers. Any workshops, planning work, training, or discussions specific to this topic that are outside of paid time will be paid at the employee's hourly rate (e.g., labor management meetings are already paid).

Section 6.2. Time Allowed for Discussions.
Association representatives will be allowed sufficient time during work hours to discuss with employees' grievances and appropriate matters directly related to working situations in their area or craft. Association representatives will guard against the use of excessive time in the handling of such matters.

Section 6.2.1. Officers List.
The Association agrees to provide a current list of Association Officers and Trustees to the Human Resource Director and the Director of Operations and Facilities.

Section 6.3. Investigation and Consultation.
Association representatives may receive and investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. The Association may consult with the District on complaints without a grievance being made by an individual employee and may pursue the matter to conclusion.

Section 6.4. Meetings / Negotiations Minutes.
When formal meetings/negotiations are held between the District and the Association, each party shall be responsible for preparing its own minutes, unless the parties mutually agree to utilize a shared note taker. In the event the parties agree on a shared note taker, the notes shall not be considered "official' until both parties have reviewed, modified as appropriate, and signed the draft.

Section 6.5. PSE Release Time.
Association representatives shall be granted time off, paid for by the Association, to attend the State Seminar held annually by the Public School Employees of Washington/SEIU Local 1948, PSE Legislative Conference, and Leadership Training. Such time off without loss of pay shall be limited to a bargaining unit total of thirty-two (32) hours annually, or eight (8) hours per twenty-five (25) employees. The District will not be responsible for any other cost associated with the PSE State Seminar. Employees shall give advance written notice.

Section 6.6. Association Business.
Association representatives, when leaving their work for association business, must first obtain permission from their immediate supervisor. The representative will report their return to work to their immediate supervisor.

Section 6.7. Board Policy Manuals and Updates.
All board policy manuals and updates shall be provided to the Association President in a timely manner.

ARTICLE VII

HOURS OF WORK AND OVERTIME / PREMIUM RATES OF PAY

Section 7.1. Hours of Work and Overtime.

Section 7.1.1. Workday.

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

Section 7.1.2. Workweek.

One standard workweek is five (5) consecutive workdays.

Section 7.1.3. Overtime Calculations.

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

Section 7.1.4. First and Second Day of Rest Compensation.

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

Section 7.1.5. Schedule Flexing Prohibition.

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

Section 7.1.6. Compensatory Time.

Compensatory time off with pay in lieu of overtime pay may be granted with employee request and management approval.

Section 7.1.7. Early Call in for Snow / Ice Removal

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

Section 7.2. Schedules.

Section 7.2.1. Alternative Shifts.

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

Section 7.2.2. Non-Standard Workweeks.

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

Section 7.2.3. Security Staff Flex Schedule.

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

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

Section 7.2.4. Shift / Workweek Change Notice.

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

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

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

Section 7.2.6. Evening Shift to Day Shift Assignment.

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

Section 7.2.7. Summer Schedule.

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

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

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

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

Section 7.3. Rest Periods.
Rest periods of fifteen (15) uninterrupted minutes, with pay, shall be granted for each four (4) hours of working time. Rest periods shall be scheduled at the midpoint of each four (4) hours of work time and will not be taken at the end of the shift or combined with the lunch period without prior approval of the immediate supervisor.

Section 7.4. Meal Periods.
Meal periods shall be thirty (30) uninterrupted minutes, without pay, established near the midpoint of the employee's work shift. In the event that the employee is required by their immediate supervisor or building administrator to remain on duty during the meal period and is therefore required to forego the meal period or any portion thereof, the employee shall be compensated for the foregone meal period, or portion thereof, at the appropriate rate. In the event that the employee and the supervisor mutually agree, the regular meal period will be taken at another time during the shift, without compensation, or, only at the option of the employee and with the approval of the supervisor, the employee may leave the work site early to compensate for the lost meal period.

Section 7.5. End of Shift Cleanup.
A maximum of fifteen (15) minutes shall be allowed at the end of each shift for cleanup. Contracted Driver clean-up is defined in the transportation section of this Agreement.

Section 7.6. Holidays Worked Compensation.
All hours worked on a holiday as provided hereinafter shall be compensated at the rate of two (2) times the employee's regular rate of pay.

Section 7.6.1. Holiday Schedule Options.
The District shall make every effort not to book evening activities on the days identified below. However, in the event that evening activities are booked on those days, employees will be given the option of workdays or taking an authorized leave. If no employee opts to work these evening activities, the District may make alternative arrangements, including the use of substitutes:

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

Section 7.7. Call Back Compensation.
Call-back time shall not be less than two (2) hours and shall be compensated at the appropriate rate of pay.

Section 7.7.1. On Call or Availability Pay.
Any employee who is required to be on call (to carry a District pager or cell phone and who is required to restrict their personal activities in order to be available to respond to calls) before or after the employee's normal work shift shall be compensated at a rate of one dollar and fifty cents ($1.50) per hour. Compensation shall begin after the last hour of the normal work shift. An employee required to be on call must be available to respond to callouts immediately. When the employee responds to any call out, compensation shall be in accordance with Section 7.7. Any employee who does not respond shall forfeit on call/availability pay for that period.

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

Section 7.8. Overtime Assignments.
The District will authorize and approve overtime as and when needed. Site/Classification Overtime Boards. Overtime Boards shall be established at the beginning of each year (September), as follows:

- **Custodial:** at each job site
- **Building Forman: at each job site**
- **Distribution Specialist *(including light delivery)*:** classification
- **Transportation (Bus Driver, Dispatcher, and Router):** see Sections 7.14, 7.19 for O/T and Trip Board Process
- **Bus Attendant: classification**
- **Grounds:** classification
- **Maintenance:** classification, as appropriate
- **Security:** site, then Rivers Edge, then Classification
- **Print Shop:** classification

A. Accumulated Overtime hours will not carry over each year; boards will run from September 1 through August 31 of each year.

B. All available overtime shall be posted and recorded, in advance, on the appropriate overtime board for each classification or at each work site.

C. Overtime shall initially be distributed by seniority at each site/classification.

D. After the initial overtime board set up and distribution based on seniority - overtime shall then be distributed among employees at each job site or classification, according to the employee with the lowest number of accumulated overtime hours, as defined in Section 1.4, and provided that the employee is available and qualified to accomplish the required work.

E. The supervisor, with assistance from the building foreman, will make a reasonable effort to notify the next eligible employee(s) of available overtime assignments as soon as possible after the need for overtime is known.

F. The supervisor with assistance from the building foreman, will record and make available for inspection, at each site/classification overtime board, all overtime hours available and all overtime hours (actual) worked by the employees listed on that site/classification overtime board.

G. Employees are not responsible for the upkeep of the overtime boards. However, building Foreman shall assist the supervisor in the maintenance and upkeep of said boards.

H. Employees may refuse an overtime assignment; however, those refused hours shall be calculated in the total accumulation of overtime hours.

I. In the event an employee refuses overtime, those hours shall be offered to the next eligible employee. The process shall be repeated until the overtime is assigned.

J. If there is no employee who voluntarily accepts the overtime, management may assign such work to the employee with the least O/T hours worked (excluding refused O/T) at the site, or within the classification.

K. Employees will not be eligible for overtime that occurs during time taken as vacation. However, any hours that may be available shall not be counted as refused and shall be offered to the next employee on the overtime board.

L. Employees who call in sick on Fridays shall not be eligible for scheduled weekend overtime work.

M. In the event of an emergency requiring immediate attention, the provisions of Section 7.8 may be set aside to address the situation.

N. Employees may not perform overtime tasks without appropriate authorization; however, employees will not be denied appropriate payment when the task requiring overtime was unavoidable and prior authorization could not be obtained. (Intent – those employees who may have to "work" extra time — because a function ran long)

O. Compensatory time shall be administered per FLSA, including the approval of the employee's supervisor.

P. Employees may accrue and maintain up to a maximum of one (1) contracted workweek of compensatory time during their contracted work year.

Section 7.8.1. Non-Site Classification Overtime List.

A. In the event that no employee at the site or within the classification accepts the overtime, Management withdraws, reschedule or modify the overtime, or if the overtime is to proceed, shall offer the available time to bargaining unit employees in accordance with seniority, availability, and qualifications.

B. Management shall establish, twice (2) a year (September and March), a non-site/classification overtime list.

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

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

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

Section 7.9. Temporary Transfer Compensation.

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

Section 7.9.1. Temporary Assignment.

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

Section 7.9.1.1. Custodial Temporary Assignment.

Temporary coverage assignments may be made at District building as operational needs require and are not limited to an employee's regularly assigned building.

Section 7.9.2. Temporary Night Leads.

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

Section 7.10. Working at Heights, Confined Spaces.

Employees shall receive an additional five dollars ($5.00) per hour while working at unusually high places (at heights greater than thirty [30] feet), such as stadium lights and flagpoles or unusually hazardous locations such as on temporary scaffolding. Such payment shall be applicable to the employee operating at these heights and to the spotter located on the ground. This premium shall also apply to employees performing duties in confined spaces according to the strict definition of same found in WAC 296-809 and WAC 296-880 Unified Safety Standards for Fall Protection.

Section 7.11. Jurisdiction of Work.

The Association supports the use of volunteers and volunteer organizations for extraordinary projects approved in advance by the Association. The District will give the Association President fifteen (15) workdays' advance notice of its intent to perform bargaining unit work, and bargain at the request of the Association. All requests turned in late with the exception of the state playoff tournaments will be denied.

All capital projects to be completed by PTA/PTO, volunteer organizations and Booster Club shall be submitted in writing on the Project Plan Form to the Association President or their designee. The District will meet with the Association President and or their designee and walk through or discuss the plan. The District will complete a Project Plan which will include a more detailed scope of work so that District craftwork can be easily identified. If there are any substantive changes to the Project Plan

from prior to submittal to the School Board, the Association President and or their designee will be notified and will have the opportunity to deny the work.

The District agrees that all PTA/PTO volunteer organizations and Booster Club projects that require craftwork shall be done by members of Richland MOT. This does not include City of Richland or other power provider's power distribution lines to a school District service or capital projects such as new construction, new portable classrooms, large renovations, or replacement of school facilities. Through the PSE agreement and after consultation the members of Richland MOT may authorize this work to be completed by others. However, nothing in this section shall override the requirements of Prevailing Wage laws which may prohibit employees from working on any portion of volunteer projects.

Section 7.11.1. Work Within Classification.
Work within each general job classification shall be limited to same.

Section 7.11.2. Contract Work List.
The District shall provide a timely list of contract work being performed in the unit.

Section 7.11.3. Turndown Process.
The District and PSE shall follow the process of turn down of service outlined in Attachment C. This process will document the scope of work for the requested turn down and the reason(s) why management is seeking to use an outside vendor to perform this work. This excludes Transportation. (See Attachment A.)

Section 7.12. Inclement Weather Closure.
In the event of an unusual closure due to inclement weather, emergency situation impacting the District, or the like, the District will make every effort through local radio and telephone announcements, text messaging, and when possible, telephone calls, to notify employees if they are not to report to work. In the event the District fails to make said radio announcements prior to 6 a.m. or prior to the time the employee would ordinarily depart for work, the District shall compensate such employee for two (2) hours at base rate. Employees are required to work if they arrive and are compensated for two (2) hours at their normal rate.

TRANSPORTATION ONLY

Section 7.13. Definitions.

1. *Contracted Driver (CD):* CDL License/First Aid/CPR/Current Physical - bids on routes by seniority and is responsible for transporting District students.

2. *Bus Attendant:* Bids on routes by seniority, is responsible for assisting during transporting District students. Refer to job description.

3. *Dispatcher:* Plan, coordinate, and dispatch Contracted Drivers and Bus Attendants for the daily schedule of to/from routes for regular and special programs, sports, and extracurricular activities. Manage leave calendar and trip schedule as needed. Drive if needed with current Class "B" CDL with School Bus endorsement, First Aid/CPR, Current DOT Physical.

4. *Router:* Planning and determining all pupil transportation routes to ensure safe, timely and efficient transportation. Drive if needed with current Class "B" CDL with School Bus endorsement/First Aid/ CPR/ Current DOT Physical.

5. *Dispatcher/Router:* An employee who plans, coordinates, determines student transportation activities; to/from routes for regular and special programs to ensure safe, timely, efficient transportation. Manages leave calendar and drive if needed. Must maintain credentials (CDL license, First Aid/CPR, and current DOT physical).

6. *Mechanic:* Repair, service, maintenance of buses, vans, cars and other District vehicles and related equipment. Must maintain credentials (CDL license, First Aid/CPR, and current DOT physical). This CDL requirement shall not apply to the current Grounds Mechanic only.

    a. If a current Mechanic does not have their CDL, the District will give them one (1) year to acquire their CDL.

7. *Run*: The AM or PM portion of a route or linked route (home to school to home).

8. *Route*: Combined AM and PM run, which can consist of two (2) or more runs.

9. *Midday*: A run that can't be defined as AM or PM and is generally between 10:00 a.m. and 1:00 p.m.

10. *Assignment*: Combination of all daily time, including runs, routes, middays, pre-and post-trip times.

11. *Pre/Post Times*: Fifteen (15) minute pre-trip inspection for each run and fifteen (15) minute post trip (any pre-trip/post trip time exceeding sixty [60] minutes per day must be pre-approved by the Director).

12. *Summer School Transportation Program:* This scope of work for Contracted Drivers and Bus Attendants is not included in bid fair, nor contracted. This work occurs during the summer break.

13. *Inclement Weather:* Contracted Drivers may arrive (15) minutes early at their discretion to prepare or warm their bus up when:

    a. There is snow and/or ice present on the bus.
    b. The ambient air temperature is 32F or less.

14. *Trip*: Bus transportation assignments other than regular daily scheduled runs/routes. All trips shall be posted on the Transportation Trip Board except as noted below.

    A. *Group/Cluster Trips*: Is defined as five (5) or more buses transporting students to the same event, on the same day. These trips will also have the same return or release time from the event. These trips will not be posted on the Transportation Trip Board; even if the Group/Cluster Trip drops to four (4) buses or less it will remain as a Group/Cluster Trip. Trips on the Trip Board will remain on the trip board. Group/Cluster Trips will be

awarded based on seniority and availability of those Contracted Drivers signing the signup sheet.

B. *Overnight Trips:* The transportation of students to and from a location that includes at least one night in a hotel.

C. *Freebie*: Trips with less than twenty-four (24) hours' notice this includes those trips previously assigned but turned back due to illness, unavailability, or other circumstances. Freebies are not posted on the trip board but are awarded on a rotating and availability basis.

D. *Special Olympics*: Posted and awarded based on the most senior Contracted Drivers who are closest in proximity of students needing transportation to the Special Olympics event. Only Contracted Drivers will be utilized to transport students for Special Olympics.

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

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

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

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

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

16. *Continuous Time*: Is defined as that time between an employee's AM or PM high school and elementary school portion of their run – Monday through Friday. This time is incorporated into the route times and this time is not included in the hours owed. During conferences when elementary students are taken home prior to secondary students, Contracted Drivers will not

accrue extra time for choosing to lay over between runs; nor will they be negatively impacted on dates both high school and elementary students attend school.

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

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

19. *Transportation Replacement Positions*:
    A. A position created by an employee on a leave of absence and may be posted for employee consideration.

    B. Current employees who apply for a Replacement Position will be given priority over outside candidates only when the move would result in an increase of hours, wages, or both.

    C. Employees who take a replacement position will not be returned to their previous assignment.

    D. At the conclusion of the replacement leave, the returning employee will be returned to all their previously held hours (not route).

    E. Seniority will be applied to the newly hired replacement employee.

    F. A newly hired replacement employee will not be allowed to transfer during the duration of their time as a replacement employee.

    G. When a Contracted Driver/Bus Attendant has been granted a leave of absence, the duration of which is expected to be ninety (90) workdays or more, their assignment will be considered open and put up for bid within five (5) workdays of the beginning of the leave of absence. The most senior employee bidding for the assignment will be assigned to the route. A Contracted Driver/Bus Attendant granted a leave of absence, the duration of which is expected to be less than ninety (90) workdays, will retain their route until the time of return. During the employee's absence, if no Contracted Driver/Bus Attendant is available to fill in any portion of the Contracted Driver's assignment, the assignment shall be filled by a substitute employee. If an employee fails to return within the ninety (90) workday period, the route will then be opened for bid.

Section 7.14. Overtime – Transportation.

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

Section 7.15. Hours Owed Process.

1. In the event Contracted Drivers/Bus Attendants have lost part of their route, programs have not started, the Contracted Driver/Bus Attendants may request this time be added to hours owed in lieu of being present/on stand-by during their contracted hours. Hours owed will be computed by the Director of Transportation and reviewed with the Contracted Driver/Bus Attendant. That time will be used in accordance with the hours owed agreement.

2. Hours owed will be documented by management on a school year basis and employees will be notified of their hours owed at bid fair based on the contract bid. Employees will receive an attestation form at the bid fair documenting their election of either unpaid time or an hours-owed balance. Once your election is received no changes shall be made for the current contract year. Applying additional hours to hours owed will be chosen at the drivers and bus attendants discretion. Bid fair and bus prep will be applied to hours owed.

    a. Transportation staff will have the option to be paid for Transportation in-service in September or apply the time to hours owed.

    b. Hours-add requests shall only be submitted for Transportation staff who have an outstanding hours-owed balance.

    c. An Hours Variation form will be created for management tracking and completed by Transportation Staff.

    d. Prior to conferences, management will post a spreadsheet of hours owed for all staff that have elected to use the hours owed process. Employees shall report any changes or fluctuations in hours owed to management to ensure accurate tracking and payroll processing.

3. Employees who have not paid back owed time on the last week of school may request to have a set amount spread out and deducted over July and August.

4. Hours owed shall be calculated at bid fair and present on all route sheets in the bid book. The total hours owed shall be determined for the contract year and may be adjusted to reflect the operational needs of the route.

Section 7.16. Transportation Bid Process.

1. Management and MOT Representatives may request to meet prior to bid fair to discuss the process and all written information that should be included in the bid fair.

2. Employees will receive their bid date and time in the annual in-service letter and email that will be sent by the last workday of July. Employees who have not received notification by the last workday of the first week in August need to contact the transportation office.

3. The bid process shall take place in August and will continue until all contracted employees have bid.

4. Up to five (5) hours shall be the allocated time frame for the route bidding process and to prepare for the start of school. This allocated time frame shall also be applied for Bus Attendants. This time shall include fifteen (15) minutes for route reviews, fifteen (15) minutes for route selection, and fifteen minutes (15) for route contract signing. After route selection, the following will be accomplished; route book updating, assigned bus, cleaning, and installation of restraints, fueling and new route driving if desired by the Contracted Driver/Bus Attendant. The Director of Transportation or designee may authorize additional time if needed to complete all tasks. The above items may be accomplished over a several day period, so long as they are accomplished prior to the first day of school.

5. Contracted Drivers/Bus Attendants will be contracted for the actual number of days they actually transport students according to the calendars for each program. If alterations should occur after the start of school, it is understood that Contracted Drivers/Bus Attendants will either have their contracts modified as necessary or fulfill any time in which they are being paid or include such time into "hours owed" per Section 7.14 (Hours Owed Process). All hours owed will be calculated as part of the contract, and the employee will be notified by the end of the bid process.

6. The District shall combine and present secondary/elementary/pre-K routes, runs, and middays for Contracted Drivers/Bus Attendants to view at least three (3) workdays and shall be available to view at Transportation located in the breakroom. An available route listing will be sent via email to all contracted drivers and bus attendants. They will not be severable and will be bid on as presented. This shall include the two (2) trip board positions as defined in Attachment A.

7. The following information will be provided on bid sheets: route number, school name(s), stick maps and estimated assigned student count. Lists that contain information regarding special needs routes may or may not contain special equipment.

8. The bargaining unit recognizes that it is the responsibility of each individual employee to be aware of their bid date and time. In the event that an employee arrives more than fifteen (15) minutes late of their scheduled bid time, the next less senior Contracted Driver or Bus Attendant will be allowed to bid at their scheduled time. If the more senior Contracted Driver or Bus Attendant shows up while a less senior Contracted Driver or Bus Attendant is in the process of writing their contract with management, the more senior Contracted Driver or Bus Attendant will be allowed to bid once the less senior Contracted Driver or Bus Attendant contract has been completed. In the event a more senior Contracted Driver or Bus Attendant arrives more than fifteen (15) minutes late, that Contracted Driver or Bus Attendant will be inserted into the next available bid.

9. Contracted Drivers may bid on any routes, runs, middays totaling up to forty (40) hours a week.

10. Bus Attendants shall bid after the conclusion of the Contracted Driver bid fair and will continue until all contracted employees have bid.

11. At the conclusion of the Bus Attendant bid, the routes shall be combined and considered a "package."

12. If a Contracted Driver or Bus Attendant is unable to attend for any reason, the Contracted Driver or Bus Attendant can choose someone to bid for them. All proxies must be in writing and should include the name of the party bidding on their behalf. Proxy forms shall be returned to the Director of Transportation or designee.

13. Generally, buses will be bid by seniority. However, the following areas shall be identified and discussed between the parties in order to identify the availability of buses for bidding purposes:

    A. Route Composition (need for a specific bus).
    B. Special Needs students.

14. All information will be kept from year to year for review by Management, Association and Contracted Drivers or Bus Attendants and updated to ensure the Bid Fair is successful.

Section 7.17. Fill In Work.

1. Those Contracted Drivers or Bus Attendants, whose time permits, will be allowed to fill in on any available assignments. Contracted Drivers or Bus Attendants will be selected to perform fill in work assignments in the following order:

    A. To fill lost hours from their original bid by availability, seniority, and proximity
    B. To makeup hours owed by availability seniority and proximity
    C. Availability by seniority and proximity

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

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

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

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

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

4. CDL certified employees, who are not transportation employees, will not be required to substitute as a Contracted Driver, and are not considered eligible for "fill-in" work except in the case of an extreme emergency.

Section 7.18. Changes to Routes.

1. Management may adjust bus routes and assignments throughout the year based on Route Composition/Special needs of students after consultation with the Association.

2. The District agrees to provide a list identifying the Contracted Drivers name and package hours to the Association President by November 1 and March 1 of each year.

Section 7.18.1. Adding Route Time.

A. After the bid process, employees can continue to add additional time up forty (40) hours per week. If an employee would go into overtime, they would not be eligible for the additional time.

B. New or additional time of thirty (30) minutes or more shall be formally posted and awarded in accordance with seniority and availability.

C. Available transportation time of less than thirty (30) minutes shall be awarded in accordance with seniority and proximity with the following criteria:

1. A Contracted Driver or Bus Attendant who is in "Hours Owed status to fulfil their contract time."

2. Will be offered by management to Contracted Drivers or Bus Attendants by seniority who can accommodate the new work within their daily route without going into overtime of those employees who signed the posted consideration notice.

D. Route time (including Flow Through time) added outside of the August Bid Fair is not protected as Original Bid Time.

E. No routes shall be awarded or altered after May 1 yearly. Route changes will be established the following contract year at bid fair.

Section 7.18.2. Bidding Off and/or Changing Routes.

A. Employees may bid on any new or open runs/routes/midday's.

B. If an employee chooses to bid off their assignment or any portion thereof, the employee must bid off the entire AM/PM secondary/elementary route/Pre-K; special circumstances shall be resolved on a case-by-case basis after consultation with management, the Association, and the employee.

C. Contracted Driver/Bus Attendant may only bid off portions of their package if the swap of work would result in an increase of one (1) hour per week or more. In all other cases, the Contracted Driver/Bus Attendant must vacate their entire package to bid on open assignments.

D. Changing routes will result in a recalculation of the Assignment including rounding of hours and Flow Through. Flow Through connected to new routes/added time is not protected as Original Bid Time.

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

Section 7.18.3. Reduction of Route/Time.

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

B. If a Contracted Driver or Bus Attendant route decreases after the bid, that Contracted Driver or Bus Attendant will be required to perform appropriate transportation work assignments to maintain their original bid hours, until a new opportunity to increase their hours, or bid a newly posted assignment, occurs and they are successful in the bidding process.

C. In the case where a Contracted Driver or Bus Attendant loses time and does not wish to voluntarily accept a reduction in time, that Contracted Drivers' or Bus Attendants' AM, or midday or PM time will not increase more than half of the total lost time to either the front or back end of their originally awarded AM or midday or PM times. If no fill in work is available, Contracted Driver or Bus Attendant may ask that the unfulfilled time be added to their hours owed.

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

E. Contracted Drivers or Bus Attendants who have lost time from their original bid, and who have NOT recaptured hours, shall have priority in performing fill in work, in accordance with Section 7.16. (Fill In Work)

Section 7.19. Trips.

1. All trips (except Group/Cluster Trips and/or Freebies) shall be posted on their respective Trip Board.

2. All trips shall be awarded using contract section "Attachment A – Trip Board Procedures."

3. Eight (8) hours of off-duty rest time must be provided during each twenty-four (24) hour period, six (6) hours of which shall be consecutive. Employees will be kept whole for any missed contracted time on the next contracted work shift(s) until the required rest time hours have been completed. The employee must notify only the designated manager.

4. Employees will receive a minimum of eight (8) eight hours of pay at the applicable rate for each day of overnight trips except on the day of return. On the day of return the employee will receive a minimum of eight (8) hours when returned to the bus lot at 1:00 p.m. or later. Hours worked on any day over the minimum allotted daily time will be paid at the applicable rate.

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

6. Employees assigned to trips shall proceed to the authorized destination(s) and perform duties in accordance with the approved trip. Employees are expected to adhere to the trip information and avoid unnecessary deviations, delays, or stops while on duty or while operating a District vehicle, except as reasonably necessary to fulfill their duties or as authorized by the Director of Transportation. District vehicles shall not be used for discretionary or personal use purposes.

Section 7.19.1. Equipment Transport for Trips.
When district owned box trucks are needed to follow a school bus on a trip to transport equipment, Section 7.19. "Trips" shall apply to Distribution Center employees. If no one in the Distribution Center applies for the work, the work will be offered to Contracted Drivers. This does not include Print Shop Employees.

Section 7.20. Non-Bargaining Unit Transportation.
The parties recognize that transporting students is bargaining unit work. The Administration continues to support the use of District buses and RSD Contracted Drivers for the extra trips. However, the parties agree that there are times when it may be appropriate to use alternative modes of transportation for extra-curricular trips instead of using District Contracted Drivers and buses. The parameters outlined below will be used as guiding criteria to determine when it may be appropriate to use alternative modes of transportation.

1. When no RSD buses or Contracted Drivers are available to transport students for the requested trip.

2. When no District funds are being used for the trip and either the destination is over one hundred seventy-five (175) miles one way, or the trip includes an overnight stay. This excludes all trips that stop at Silverwood.

3. When the storage of instruments, luggage and personal items is more than the capacity of the District buses and designated trailers.

4. Trips to state playoff competitions may use alternative modes of transportation.

5. Trips to District and regional competitions will use District buses (or vans if applicable per Section 7.19.1 [Van/Vehicle Use]) and RSD Contracted Drivers.

6. The parties agree that the District will continue to notify the Association of its intent to use alternative modes of transportation using the notification process in keeping with the established practices and intent of Article VII, Section 7.11 (Jurisdiction of Work) of the CBA.

7. The District will provide all relevant information concerning the trip including the rationale for using alternative modes of transportation per the parameters listed above.

Section 7.20.1. Van / Vehicle Use.

A. When nine (9) students or less are involved in a trip the District may utilize a van/vehicle, driven by a Richland School District employee, to transport those students. The use of a van does not negate a Richland School Contracted Driver from driving the van.

B. The District shall notify the Association three (3) workdays in advance of its intent to use vans to transport nine (9) or less students. Email notification is acceptable.

C. In the event that multiple schools are attending the same event and ten (10) or more students are being transported, a Richland School bus shall be used.

D. If a trip is canceled less than twenty four (24) hours before departure and the driver loses it through no fault of their own and cannot transport students, the driver shall be assigned the next available trip.

Section 7.21. Summer School Transportation.

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

1. Once a summer route is assigned to a driver, it will remain with them for the entirety of the summer program.

2. Management will post two (2) lists for employees to indicate their availability for summer work by the first week of May. Lists will be pulled by 4:00 PM on the last day of school.

    a. List One: Summer School Drivers and Bus Attendant
        i. With the option to indicate "sub only."

    b. List Two: Summer Trips.

3. Routes: Management will determine the routes based on summer school enrollment and present completed routes for Summer School Drivers and Bus Attendants to view at least two (2) workdays prior to the last day of school. A route selection date will be provided via email by management to those who indicated interest.

    a. Routes will be assigned by seniority and availability from "List One."

4. Trips: Management will use the current trip language in the CBA to assign summer trips. Only employees who have chosen from "List Two" will be placed on the trip board.

5. Substitutes: Management will reach out to only those who have chosen from "List One" and indicated "sub only." Contracted Drivers on the summer Substitute list will be awarded by seniority.

6. Minimum Route Shift Pay: If Summer School Drivers and/or Bus Attendants report to their route and that route is cancelled or reduced due to student attendance, drivers or attendants will

be assigned to another route. If no other route is available, drivers or attendants will be paid two (2) hour call back. Call back pay must be approved by management.

7. Any concerns that arise with specialized student assignments shall be discussed with union leadership and affected driver / bus attendant and Deviations from practice shall be agreed upon.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays.
All employees shall receive the following paid holidays that fall within their work year:

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

Section 8.2. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shift at their regular rate of pay in effect at the time the holiday occurs. Employees who are on the active payroll and not on a leave of absence shall be eligible for pay for such unworked holiday. In the event a recognized holiday falls on a Saturday or Sunday, the employee shall be granted an equivalent workday off without reduction in pay, either the Friday immediately preceding the holiday or the Monday immediately following the holiday as designated by the school district.

Section 8.3. Holiday Compensation While on Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take an extra day of vacation with pay in lieu of the holiday.

Section 8.4. Years in Excess of 260 Workdays.
In those years containing more than two hundred sixty (260) workdays, full-time employees shall be granted one (1) additional day off for each day in excess of two hundred sixty (260) workdays, to be observed in conjunction with Independence Day.

ARTICLE IX

VACATION

Section 9.1. Vacation Credit.
During the first year of employment, full-time employees receive one (1) day vacation credit for each month worked, or major portion thereof, to a maximum of ten (10) days. Upon completion of one (1) year of employment, employees receive vacation credit according to the following:

Years of Service	Days of Vacation
1	10
2	11
3	12
4	13
5	14
6	15
7	16
8	17
9	18
10	19
11	20

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

Section 9.2. Vacation Legacy.
In the event that an employee hired before September 1, 1989, is currently entitled to a greater number of vacation days according to the vacation formula in effect on August 31, 1989, said employee shall receive vacation credit according to that formula. However, no such employee shall continue to accrue additional days of vacation beyond twenty-one (21) days which is greater than the amount to which they would be entitled on August 31, 1989.

Section 9.3. Vacation Carry Over.
Employees may carry forward unused vacation. Employees may carry over a balance up to forty (40) hours of vacation each year. However, they may not exceed more than sixty (60) hours above their annual accrual at the beginning of their contracted year.

Section 9.3.1. Vacation Cash-Out.
A maximum of five (5) days of vacation leave may be cashed out during any one (1) fiscal year.

Section 9.4. Vacation Credit.
Earned vacation days will be credited to the employee on September 1.

Section 9.5. Vacation Use and Approval.
All vacations, regardless of the time of the year when taken, shall be limited to the number of days earned or banked by September 1, exclusive of any paid holidays which may fall within the vacation

period assigned to the employee. Vacations will be approved on a first (1st) come basis; if there are multiple requests on the same date, seniority shall be the deciding factor.

Section 9.6. Vacation Pay Upon Termination.
Upon termination of employment for any cause, an employee shall receive payment for earned but unused vacation credit.

ARTICLE X

LEAVES

Section 10.1. Intent.
Employees in the District have access to a variety of leave options based on their personal circumstance. The intent of this Article is to provide general guidelines for each leave option. The District will follow current legal guidance for any State or Federal leave option and the Human Resources Department is committed to an interactive process with employees to support their needs. Employees may make leave requests to their immediate supervisor or HR and for leaves of more than one week are required to work with the District's Human Resources Office to coordinate leave options, start and end dates of leave, and concurrent or consecutive use of leave as allowed by statute.

Section 10.2. Table of Contents.

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

Section 10.3. Sick Leave.

A. Each employee shall accrue one (1) day of sick leave for each calendar month worked.

B. Newly hired employees will receive a pro-rated amount of sick time for the month hired based on the number of days worked and hours per day.

C. Less than full-time employees shall accrue prorated sick leave in accordance with average hours worked per day and months worked per year.

D. Sick leave shall be vested when earned and shall accumulate up to the number of days in the employee's work year pursuant to State law.

E. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.

F. Sick leave benefits shall be paid on the basis of hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

G. If an employee terminates employment with the District while having taken sick leave days projected, but not earned, a deduction shall be made from the last paycheck in the amount of the cost of salary and benefits for those days (or fractions thereof). If the amount of deduction exceeds the amount of the last paycheck, the employee is financially responsible for the overage back to the District.

H. Should an employee's absence exceed five (5) workdays, the District will require verification from a health care provider that an employee's use of paid sick leave is for an authorized purpose (reference RCW 49.46.210). The District will not require that the information provided explains the nature of the condition.

I. Employees are authorized to utilize sick leave for any of the following reason (reference RCW 49.46.210):

1) To provide cared for a family member with mental or physical illness, injury, or health condition.

2) To provide care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition(s).

3) To provide care for a family member who needs preventative medical care for a family member with mental or physical illness, injury, or health condition.

4) Family means any of the following (including future changes/additions set by state or federal statute):

a. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status.

b. A biological, adoptive, de factor, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

c. A spouse.

d. A registered domestic partner.

e. A grandparent.

f. A grandchild.

g. A sibling.

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

6) Employees who are not eligible for vacation and have exhausted all other paid leave may, in the event of a serious illness or serious accident in the employee's immediate family, request up to five (5) days in any one (1) year of family illness leave by making such request to the Human Resource Department. Immediate family includes spouse, spousal partner, a child, stepchild, adopted child or legally dependent family member. This leave is separate from any other leave bank.

7) Any denial for time off shall require a written reason from the District.

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

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

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

Section 10.3.1.1. Sick Leave Sharing.

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

Section 10.3.1.2. Excess Compensation Clause.

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

Section 10.3.2. Family Medical Leave Act.

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

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

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

Section 10.3.3. Washington Paid Family Medical Leave (PFML).

A. 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.

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

Section 10.4. 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) 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. The District will not require that the information provided explains the nature of the condition.

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 same or similar position in the District. This section shall comply with PFML and FMLA regulations.

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

H. This section shall comply with State and Federal Statutes related to parental leave. Eligibility for PFML is subject to state regulations and employees are required to apply for PFML benefits through the Employment Security Department (ESD). Approval or denial of PFML benefits lies solely with the ESD.

I. An employee may elect to have parental leave deducted from their accrued leaves banks (e.g., sick, personal, vacation).

J. The District will not supplement any unpaid portion of PFML benefits.

Section 10.5. Personal Leave.

A. Each employee with less than three (3) years of accrued service will be allowed four (4) days of unrestricted personal leave, available in September. Employees with three (3) years or more of accrued service, having received the three (3) year longevity increase, will be allowed three (3) days of unrestricted personal leave each year, available in September.

B. Advanced notice shall be given by the employee taking this leave. Positions requiring no substitute will require no advance notice of personal day use. Positions requiring a substitute require forty-eight (48) hours' notice to the start of the shift. No reason needs to be given to take these three (3) personal days except the word "personal".

C. Personal leave will be granted on a first come, first served basis. Personal leave may not be taken on the first or last day of school.

D. Accumulated Personal Leave & Cash Out Procedures:

1) Two (2) days of leave in any one (1) year will be cumulative.

2) The employee may bank two (2) days at the end of June to have a maximum of five (5) days.

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

Section 10.6. Bereavement Leave.

A. Employees shall be allowed a maximum of five (5) days of paid leave for each occasion of absence caused by death in the immediate family. Immediate family shall include spouse, parents, spouse's parents, stepparents, guardians, grandparents, brothers, sisters, stepbrothers, stepsisters, children, stepchildren, and grandchildren.

B. This leave may be taken intermittently within a twenty (20) day period of occurrence, with approval from Human Resources.

C. The employee shall submit in writing to their immediate supervisor justification for the number of days needed prior to taking leave. This justification can be submitted upon return in emergent circumstances.

D. Bereavement leave shall be allowed for absence occasioned by the death of the employee's extended family, provided that such leave shall be limited to a maximum of three (3) days per occasion. Extended family is defined as aunt, uncle, niece, nephew, cousin, and spouse and children's immediate family.

E. Employees shall be allowed a maximum of one (1) day of paid leave for the death of a 1) close friend, or 2) a relative not included in the "immediate family" or "extended family" definition above. The single-day bereavement leave provided in this paragraph is limited to three (3) occasions per year.

F. Bereavement leave is noncumulative.

G. Bereavement leave shall be taken in hourly increments, or half day or whole day increments.

H. Exceptions with respect to bereavement leave may be granted on a case-by-case basis and will not set precedent.

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 by 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 plaintiff/respondent) unrelated to the District, such employee may request a leave of absence (See Section 10.9 [Leaves of Absence]).

Section 10.8. Military Leave.

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

B. Employees are not entitled as a matter of right to a leave of absence to attend weekend or weeknight military reserve meetings held during employees working hours.

C. The duration of paid available (currently twenty-one [21] days) will remain consistent with statute. If the number of paid days changes, the parties agree to change to the new number.

Section 10.9. Leaves of Absence.

A. Employees who have completed one (1) full year of employment with the District may submit a written request for an unpaid leave of absence, not to exceed one (1) year.

B. A second (2nd) year of absence may be granted for reasons of extended illness or disability.

C. The employee will be returned to the same or similar position without loss of accrued seniority, salary, vacation, and sick leave rights.

D. Leaves of absence can be paid or unpaid depending on the amount of paid time available to an employee.

E. Vacation credits, personal leave, sick leave, and seniority shall not accrue while the employee is on an unpaid leave of absence.

F. Employees who have been granted a leave of absence shall have their position filled by a replacement employee during the duration of the leave. Upon their return, the newly hired replacement shall be eligible to bid on any existing new or open position or shall be considered on layoff.

G. Current employees [in replacement positions] will be returned to their positions.

Section 10.10. Faith or Conscience Leave.

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

Section 10.11. Workers Comp.

A. In the event an employee is absent due to work related injury or illness and qualifies for Workers' Comp benefits, the District shall pay the employee an amount equal to the difference between the benefit received from Workers' Comp and the employee's regular salary.

B. A deduction may be (employee option) made from the employee's accumulated sick leave in accordance with the amount paid.

C. The District shall pay the employee for the first three (3) days following the date of said injury or illness.

D. In the event the employee is required to follow through with physical therapy, medical visits, etc. for any work-related injury or illness, the District shall pay the employee for the time off for treatment/rehabilitation.

E. Those employees who are placed on L/I shall automatically be considered to be an authorized Leave of Absence in accordance with Section 10.9 (Leaves of Absence).

F. The District, upon notification from L/I of an injured employee, shall contact the employee and provide them with information and instructions regarding any L/I processes.

ARTICLE XI

PROBATIONARY PERIODS, SENIORITY, AND LAYOFF PROCEDURES

Section 11.1. Definition of Hire Date.
The seniority of an employee within the bargaining unit shall begin as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

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

Section 11.1.1.
Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. Each probationary employee shall be evaluated by their immediate supervisor between the forty-fifth (45th) and sixtieth (60th) day of employment. At any time during probation, management may discharge an employee if it appears that employee is unable or unwilling to perform the duties of the position, or for serious workplace rule infractions. Any decision to discharge a probationary employee shall be communicated to the Association President, in writing.

Section 11.1.1.1. Experience Credits.
The District may place employees with previous related experience on Step 2 of Schedule A.

Section 11.1.1.2. Probation Job Bidding Limitation.
Employees on probationary status must remain in their position through the successful completion of their probation before becoming eligible for other classified positions within the bargaining unit.

Section 11.1.2. Completion of Probation.
Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement, retroactive to the hire date, and shall be moved to the "scale" rate of pay as reflected on Schedule A.

Section 11.1.3. Trial Period.
Regular employees, who bid on and are assigned to a higher or different classification, shall serve a trial period of not more than twenty-five (25) workdays. A temporary employee shall be assigned to fill such employee's former position during the trial period.

Section 11.1.3.1. Custodial Trial Period.
Regular employees in the Custodial Classification who bid on and are assigned to a lateral position within the Custodial Classification, but at different schools or work sites, shall serve a trial period of no more than five (5) workdays. During this trial period, a temporary employee will be assigned to fill the employee's former position. The employee may elect to return to their original position if five (5) or less days has passed.

Section 11.1.4. Return Rights.
A regular employee serving a trial period pursuant to Section 11.1.3 (Trial Period) shall retain the right to return to the previous permanent position. During this period, the employee will be informally evaluated and trained in the skills and requirements of the position. A temporary employee shall be assigned to fill such employee's former position during the trial period. An employee may voluntarily request to return to their former position during the trial period or may be returned to their former position if found to be deficient in the skills of the position during the trial period. Any decision to return an employee to their former position shall be communicated in writing to the Association President. This section does not apply to lateral moves with the exception of the Custodial and Building Foreman classification.

Section 11.1.5. Trial Period Not Probationary Period.
The trial period as referred to in Sections 11.1.3 (Trial Period) and 11.1.4 (Return Rights) does not imply a reduced rate of pay or termination as provided for in Section 11.1.1.

Section 11.1.6. Bid Restriction After Award of New Position.
Regular employees who are awarded a position may not bid on or post for another in-classification position for six (6) months following their transfer date; unless there is a monetary gain, or it is a transfer to a shift that is more beneficial to the employee. In the event that extenuating circumstances exist, the District and the Association will consider the situation on a case-by-case basis.

Section 11.2. Seniority – Loss.
The seniority rights of an employee shall be lost for the following reasons:

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

Section 11.3. Seniority – No Loss.
Seniority rights shall not be lost for the following reasons, without limitation:

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

Section 11.4. Seniority Within Classification.
Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

Section 11.5. Seniority Determination if Same Hire Date.
In any case where seniority is equal, the employee with the earliest longevity date will have "seniority." In the event of a further tie, the employee with the earliest signed disclosure date shall have "seniority." All employees with the same signed disclosure date will have seniority determined by drawing lots.

Section 11.6. Seniority Preference and Bypass.
The employee with the greater seniority shall have preferential rights regarding shift selection, vacation periods, special assignments, promotions, assignment to new or open positions, and layoffs when ability and performance are substantially equal with the junior employee or other applicant. Employees within the general job classification have preferential rights over junior employees, non-classification employees and outside applicants; if there are no classification applicants then non-classification applicants have preferential rights over non-classification junior employees and outside applicants. If the District determines that the seniority rights should not govern because the junior employee or other applicant possesses ability or performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association President its reasons why the senior employee or employees have been bypassed.

Section 11.7. Seniority Retention.
Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Should the District reduce or eliminate the Building Foreman or Bus Attendant positions, any employee displaced from such position shall be reinstated to their previous seniority list with their seniority continuing from their current/ongoing seniority date, with no loss of accrued seniority.

Section 11.8. Job Posting.
The District shall publicize within the bargaining unit and to the general public availability of open positions as soon as possible after the District determines that such opening exists. The position shall be advertised for a minimum of five (5) workdays before selection is made. During the summer months, notification of open positions will be for a period of ten (10) business days. Notification of open positions will be sent to the Association President, Vice President, and Secretary.

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

Section 11.8.1. Custodial Job Postings.
All custodial job postings will identify the building or buildings to which the posting applies.

Section 11.8.2. Location of Postings.
Postings will be placed on bulletin boards in all bargaining unit lunchrooms. If bulletin boards are not available in these areas, the District will provide such boards within thirty (30) calendar days of the signing of this Agreement.

Section 11.8.3. Interviews.
Up to four (4) of the most senior MOT unit members who apply and meet the required qualifications for an open position shall be interviewed if interviews are conducted.

Section 11.9. Layoff and Re-Employment List.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority within classification. Such employees are to have priority, over junior employees, and outside applicants, in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

Section 11.10. Layoff Status Address Update Requirement.
Employees on layoff status shall file their address in writing with the District Human Resources office and shall thereafter promptly advise the District in writing of any change of address.

Section 11.11. Reemployment Rights – 15-Day Response Requirement.
An employee shall forfeit rights to reemployment as provided in Section 11.9 (Layoff and Re-Employment List) if the employee does not comply with the requirements of Section 11.10 (Layoff Status Address Update Requirement), or if the employee does not respond to an offer of reemployment within fifteen (15) business days. The District shall send a certified letter to the last address on file for the employee or obtain the signature and date of an employee being offered reemployment. It is the employee's obligation to ensure that a correct mailing address is on file with the District.

Section 11.12. Right to Reemployment Forfeiture.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE XII

TRANSFER OF PREVIOUS EXPERIENCE

Section 12.1. Longevity Credit.
When an employee leaves a school District within the State of Washington and commences employment with the Richland School District, the employee shall be given longevity credits in accordance with State Law (RCW 28A.400.300). Seniority credit shall not be transferred. In the event that this District has a different system for computing longevity related benefits, the employee shall be granted the same longevity related benefits as an employee in this District who has similar occupational status and total years of service.

ARTICLE XIII

RETIREMENT

Section 13.1. PERS / SERS Hours Reporting.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees Retirement System (PERS) or School Employees Retirement System (SERS), the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XIV

INSURANCE

Section 14.1. SEBB Eligibility.
Unless modified by the Legislature, those employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits. The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 14.2. Benefits Participation.

Mandatory participation:
Basic Life and Accidental Death and Dismemberment (AD&D), Basic Long-Term Disability, Dental, and Vision Insurance, as provided.

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

Section 14.3. Insurance Enrollment.
The open enrollment period and regulations shall be defined by State Law and the School Employees Benefits Board (SEBB). Once open enrollment is completed, no insurance options may be added or deleted during the contract year except for reasons associated with family status changes. Employee(s) filling new positions and hired after September 1 may elect coverages from the plans available during timelines set by SEBB. New (current year) employees shall receive the state benefit allocation to apply towards their SEBB selections.

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

Section 14.4. Liability Insurance.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 14.4.1. Tort Liability Policy.
A copy of the tort liability insurance will be provided to the President of the Association. Any subsequent changes will be provided on a timely basis.

Section 14.5. SEBB Information.
The employer agrees to provide information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and during open enrollment period.

Section 14.6. Annuity Plans.
All employees subject to this Agreement shall be entitled to participate in a District approved tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make contributions by withholding authorized deductions from the employee's salary and remitting same to the selected plan.

Section 14.7. Workers' Comp.
In the event an employee is absent due to work related injury or illness and qualifies for Workers' Comp benefits, the District shall pay the employee an amount equal to the difference between the benefit received from Workers' Comp and the employee's regular salary. A deduction may be (employee option) made from the employee's accumulated sick leave in accordance with the amount paid. Those employees who are placed on L/I shall automatically be considered to be on an authorized Leave of Absence in accordance with Section 11.1. The District, upon notification from L/I of an injured employee, shall contact the employee and provide them with information and instructions regarding any L/I processes.

ARTICLE XV

STAFF DEVELOPMENT / IN-SERVICE

Section 15.1. Tuition Reimbursement.
The District will create a seven-thousand five hundred dollars ($7,500) tuition reimbursement fund for employees taking college courses of 101 or higher or accredited Vocational or apprenticeship programs. Current employees applying for tuition reimbursement shall apply using the tuition reimbursement application. Reimbursement can be requested for tuition, registration expenses, and books. The following criteria will be used to determine eligibility:

A. The Course must be related to the employee's current position or to another position to which they may aspire to within the District.

B. The Course must be offered by an accredited college/university/Vocational School or Apprenticeship program.

C. A passing grade of "C" or a 2.0 on a 4.0 scale (or equivalent) or better must be received.

Section 15.2. Trainer Compensation.
Employees who are directed by their immediate supervisor to provide job-specific training to an employee, who is in a new position or job, will be authorized to receive an additional four dollars ($4.00) per hour to their hourly rate of pay while training. This excludes apprenticeship programs, transportation trainers, and employees who move laterally within a position, i.e., to a new site.

ARTICLE XVI

ASSOCIATION MEMBERSHIP, AND DUES DEDUCTION

Section 16.1. Association Membership.
(Reference RCW 41.56.110 & 41.59.100) The Association, which is the legally recognized Exclusive Bargaining Representative of the classified employees as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written, E-sign or voice authorization form), an amount equal to the fees and dues required for membership in the Association.

Section 16.1.1. Classified Employee Report To PSE.
The Employer agrees to submit a report monthly to membership@pseofwa.org along with its remittance of dues which identifies each employee by name, employee number, work location, personal address, personal phone number, position, gross salary, and dues amount remitted. The Employer agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this Agreement. Copies of this report will be provided to the Association President

Section 16.2. Dues Deduction.
The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn in writing by the employee to the Association.

Section 16.3. Hold Harmless.
The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the representation fee or voluntary political contribution.

Section 16.4. Political Action Committee.
During open enrollment September 1 through October 1 the District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the Union dues transmittal check. Section 19.2 of the CBA shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

ARTICLE XVII

DISCIPLINE, DISCHARGE, AND EVALUATION OF EMPLOYEES

Section 17.1. Discipline or Discharge for Justifiable Cause.
The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to discipline an employee, it shall be done in private. The following progression of employee discipline shall generally be followed: oral warning, written reprimand, suspension, termination.

Section 17.1.1. Investigatory Interviews / Disciplinary Actions.
In the event formal investigatory interviews are to be conducted, each employee has the right to the following information prior to such interview:

1. Written notice twenty-four (24) hours (one workday) prior to any meeting, unless waived, in writing, by the employee and Association Representative.

2. Written notice of allegations, if any or topic of the investigation, unless waived, in writing, by the employee and Association Representative.

3. Written notice informing the employee that they have the right to have representatives of their choosing.

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

1. Minimum notice of twenty-four (24) hours (one workday) prior to the meeting time.

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

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

Section 17.2. Notification to Non-Annual Employees.
This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 17.2.1. Notification Required.
Should the District decide to reduce hours, discharge, or lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school term.

Section 17.2.2. Employee Duty to Inform of Charges or Convictions.
Employees charged or convicted of crimes which may affect abilities to perform duties around children, in accordance with RCW 28A.400.320, are required to notify the Director of Operations and Facilities by the next business day of any such charge or conviction. An employee whose position requires them to operate a District vehicle and who is not CDL

certified is required to notify the Director of Operations and Facilities within two (2) business days upon receiving a citation for a DUI or a moving violation involving negligent or reckless driving, or upon notification by the Washington State Patrol of traffic point assessment. In the event that any employee is required under this section to notify the District, the District must provide a mandatory opportunity to allow the employee to explain the circumstances related to the above referred to incidents. Notification by any employee does not imply that disciplinary action is warranted.

Section 17.2.3. Severability.
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 17.3. Layoff, Two-Week Notice.
Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to layoff.

Section 17.4. Evaluations.
All employees shall be evaluated by July 31 of each year by the supervisor who supervises the employee for the major portion of the employee's work year. Building foreman and employees in lead positions may provide input to the supervisor responsible for the evaluation but will not be responsible for preparing or signing the evaluation.

A. An employee shall be given a copy of any ride-along or evaluation report prepared by their evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to Human Resources, placed in the employee's personnel file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

B. All observations shall be conducted openly. Audio/video/GPS devices shall not be used to evaluate the performance of any employee.

C. Concerns that are not addressed to the employee in a reasonable and timely manner before the evaluation period will not become part of the evaluation.

D. Anything other than a satisfactory or "meeting standards" rating in the evaluation must include an in-person conversation with an explanation to include objective examples of the related performance issue and objective examples of what the employee is expected to improve.

E. All Paid leave will not be addressed on performance evaluations.

F. An employee shall be given a written copy of any evaluation, and upon request, a copy will be sent to the Union. Each employee shall sign the evaluation forms to indicate receipt, however, the signature of the employee does not indicate that the employee agrees with the contents of the evaluation. Employees may attach written comments, responses, rebuttals, or clarifications.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 18.1. Grievance Definition.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. Grievances related to the interpretation and/or application of this Agreement when filed in the name of the Association, or when filed by an individual when resolution can only be obtained through the Superintendent or their designee, may be initiated at the Superintendents level as provided hereinafter.

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

Section 18.2. Grievance Steps.

Section 18.2.1. STEP I – INFORMAL – IMMEDIATE SUPERVISOR.
The employee shall first discuss the grievance with their immediate supervisor. If the employee wishes, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) business days of the occurrence of the grievance shall be invalid and subject to no further processing. Management shall identify the immediate supervisor for all classifications within the bargaining unit. Both parties will have five (5) business days after Informal meeting with the immediate supervisor to resolve the grievance.

Section 18.2.2. STEP II – WRITTEN – DIRECTOR OF OPERATIONS.
If the grievance is not resolved within five (5) business days to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing, within ten (10) business days, a statement of the grievance containing the following:

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

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

Section 18.2.3. STEP III – SUPERINTENDENT DESIGNEE.
If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) business days to the District Superintendent or their designee. After such submission, the parties will have ten (10) business days from submission of the written statement to disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 18.2.4. STEP IV – SCHOOL BOARD.
If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) business days to the District Board of Directors. The Board will meet within twenty (20) business days to hear the matter. After the Board's meeting, they will render their decision within twenty (20) business days.

Section 18.2.5. STEP V – AAA ARBITRATION.
If no satisfactory settlement is reached at the School Board level, and the Association believes the grievance to be valid, the grievance may be submitted for arbitration according to the expedited rules of the American Arbitration Association (AAA). Submission of the grievance for arbitration shall be made within ten (10) business days following receipt of the Board's decision. The District and the Association shall mutually select an arbitrator from a list provided by the AAA. Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

ARTICLE XIX

SALARIES AND EMPLOYEE COMPENSATION

Section 19.1. Compensation Documentation.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, extra hours worked, and rates paid with each paycheck.

Section 19.2. Schedule A.
Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 19.3. Effective Date.
Salaries contained in Schedule A shall be subject to the terms and conditions of Article XX. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 19.4. Retroactive Pay.
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of the Agreement, if possible and in any case not later than the second regular payday.

Section 19.5. Steps.
Incremental steps, where applicable and granted, shall take effect on September 1, provided that the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 19.6. Travel Reimbursement.
Employees shall be reimbursed at destination's local per diem rate for travel expenses while on District business, including private vehicle mileage, and room and board expenditures when required to remain overnight.

Section 19.6.1. Contracted Driver Meals Reimbursement.
The District will pay Contracted Drivers on bus trips of five (5) hours or more at destination's local per diem amount. Meals that do not include overnight lodging is taxable income. When assigned by management to drive a run during a trip, the time will count towards the five (5) hours for meals.

Section 19.7. Reimbursement.

Section 19.7.1. Required CDL Reimbursement.
If required by the District, all costs will be paid by the District for obtaining CDL as well as renewing.

Section 19.7.2. CDL Reimbursement Timing.
After six (6) months of driving for the District, the employee will be reimbursed for the cost of Skill Test and the Written Test for the CDL.

Section 19.7.3. CDL Physicals.
The RSD agrees to contract with a DOT compliant Facility and will pay the full cost of CDL physicals for all employees who are required under the terms of Section 19.7 to obtain such physicals. If an employee with a mid-day route has an extenuating circumstance requiring a physical during contracted work hours, the employee may request approval from the Director of Transportation for release time. If approved, the employee shall be released for the appointment time only without using sick or personal leave. The RSD will not reimburse employees who obtain the CDL required physical from private physicians.

Section 19.7.4. Uniform Program.
Employees will be provided with a Uniform Program stipend each year in September to support the purchase of specified clothing and/or shoes based on their working group, classification, and/or current assignment as follows:

A. Maintenance (Crafts, Crafts Structural, Crafts Mechanical), Grounds (excludes Temp and Seasonal), Distribution:

- $260 (two hundred sixty dollars) to be used towards approved work pants and/or OSHA/ASTM approved slip resistant substantial footwear. ANSI approved safety shoes/boots are recommended for these positions, but not required. The District provides shirts for these positions.

B. Custodial, Laundry:

- $160 (one hundred sixty dollars) to be used towards approved work pants and/or OSHA/ASTM approved slip resistant substantial footwear. The District provides shirts for these positions.

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

- $110 (one hundred ten dollars) to be used towards OSHA/ASTM approved slip resistant substantial footwear.

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

- $110 (one hundred ten dollars) to be used toward OSHA/ASTM approved slip resistant substantial footwear.

E. Print Shop Assistant:

- $110 (one hundred ten dollars) to be used toward OSHA/ASTM approved slip resistant substantial footwear.

F. Security:

- $110 (one hundred ten dollars) to be used toward OSHA/ASTM approved slip resistant substantial footwear.

Section 19.7.4.1. Uniform Stipend Increase.

The Uniform Program stipend for all employee categories listed above shall increase by ten dollars ($10.00) in the 2026–27, 2027–28, and 2028–29 school years. These amounts are annual stipend levels above the current allocation and are not cumulative or stacked. (e.g., Security would start at $110.00 for 26-27, $120.00 for 27-28, and $130.00 for 28-29.)

Section 19.8. Longevity.

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

1. Three (3) years, an additional one percent (1%).

2. Five (5) years plus an additional two percent (2%) for a total of three percent (3%).

3. Ten (10) years plus an additional two percent (2%) for a total of five percent (5%).

4. Fifteen (15) years plus an additional three percent (3%) for a total of eight percent (7 8%).

5. Twenty (20) years plus an additional three percent (3%) for a total of eleven percent (11%).

6. Twenty-five (25) years plus an additional three percent (3%) for a total of fourteen percent (14%).

Certification: Thirty cents ($0.30) will be applied to the base wages for employees in the noted categories who possess certificates applicable to their position and approved by management. Compensation for certificates shall be limited to one (1) per person in the following categories:

A. Mechanics ASE Certification
B. Custodial
C. Distribution/Print Shop
D. Security-OSPI/FBI Certs are applicable
E. Grounds: PGMS-certification (certified grounds technician)
F. Transportation
G. Bus Attendants
H. Maintenance

Section 19.9. Building Foreman Overseeing Two Buildings.
Building Foreman 1 (elementary school) and II (middle school) who are responsible for a District School site and at least one (1) additional school facility shall be compensated at the next higher level of Building Foreman on the Schedule A. The District is solely responsible for assigning multiple sites and work and this assignment may change as the District's needs change. [Day shift only, example: MWE Building Foreman responsible for PCOA/TRHL, and SNOW bathrooms/fire extinguisher inspections etc.]

Section 19.10. Differential Pay for Late Custodians.
Custodians whose assigned regular shift by their manager begins at 4 p.m. or later will be compensated an additional twenty-five cents ($0.25) per hour for the entire eight (8) hour shift that they work. This excludes special events that are assigned through the on-site overtime board outside of Custodian's regular shift.

ARTICLE XX

TERM AND SEPARABILITY OF PROVISIONS

Section 20.1. Term.
The term of this Agreement shall be September 1, 2026, to August 31, 2029.

Section 20.2. Agreement Applicability.
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 20.3. Agreement Reopening.
This Agreement will be reopened according to the following: At any time, by mutual consent of the parties in writing. As necessary, to consider the impact of legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

During the 2026-2027, 2027-2028, and 2028-2029 contract years, the District will increase wages on Schedule A as outlined below.

1) 2026-2027: 1.5%
2) 2027-2028: 2.0% or IPD whichever is greater.
3) 2028-2029: 2.0% or IPD whichever is greater.

The parties agree to the following market adjustments:

A. Behind the wheel trainers shall receive two dollars ($2.00) above Contracted Driver rate when training.

B. Bus Attendant Trainers shall receive one dollar fifty cents ($1.50) above Contracted Attendant rate when training.

C. Ground utility will match crafts position wage.

D. Current Grounds Applicator employees will be frozen until the compensation is at a rate of three dollars and fifty cents ($3.50) less than Grounds Utility. New Grounds Applicators will follow current wage rates.

Section 20.4. Severability.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 20.5. Conflicts With State or Federal Law.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 20.6. Reopening if Legal Conflict.
In the event either of the two (2) preceding sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 20.3 (Agreement Reopening).

Section 20.7. Drug Testing.
The District is committed to a drug-free workplace in accordance with the provisions of the current RSD Policy #5258, dated September 25, 1990. Drug testing of non-RSD employees may be performed as part of the pre-employment hiring process.

Section 20.8. Tobacco Policy.
The District agrees to make smoking cessation classes available as soon as possible to the employees.

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

SIGNATURES

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948
RICHLAND MAINTENANCE, OPERATIONS, AND TRANSPORTATION CHAPTER #119

Charles Richardson
Charles Richardson (Oct 26, 2026 06:45:16 PDT)

Charles Richardson, Chapter President

RICHLAND SCHOOL DISTRICT #400

Ken Gosney (Oct 9, 2026 17:19:21 PDT)

Ken Gosney, Assistant Superintendent of Human Capital & Operations

SCHEDULE A | September 1, 2026 - August 31, 2027

MOT 2026-27 +1.5% Increase	Step I (95%)	Step 2	Longevity (for display only) 3 Years 1%	5 Years 3%	10 Years 5%	15 Years 8%	20 Years 11%	25 Years 14%
TRANSPORTATION								
Bus Driver	$25.88	$27.24	$27.51	$28.05	$28.60	$29.42	$30.23	$31.05
Driver Trainer	$26.97	$28.39	$28.68	$29.24	$29.81	$30.66	$31.51	$32.37
Dispatcher / Router	$28.90	$30.42	$30.72	$31.33	$31.94	$32.85	$33.77	$34.68
Bus Attendant	$20.27	$21.34	$21.55	$21.98	$22.40	$23.05	$23.69	$24.33
GROUNDS								
Groundsperson	$24.96	$26.27	$26.53	$27.06	$27.58	$28.37	$29.16	$29.95
Grounds/Applicator (Post 8/1/26 Hire)	$28.99	$30.52	$30.83	$31.44	$32.05	$32.96	$33.88	$34.79
Grounds/Applicator Legacy	$31.38	$33.04	$33.37	$34.03	$34.69	$35.68	$36.67	$37.66
Grounds Utility	$32.35	$34.05	$34.39	$35.07	$35.76	$36.78	$37.80	$38.82
Grounds Temporary		$22.88						
MAINTENANCE								
Mechanic II	$34.23	$36.03	$36.39	$37.11	$37.83	$38.91	$39.99	$41.07
Mechanic III	$36.24	$38.15	$38.53	$39.30	$40.06	$41.20	$42.35	$43.49
Crafts (no licenses)	$32.35	$34.05	$34.39	$35.07	$35.76	$36.78	$37.80	$38.82
Journeyman Structural	$33.16	$34.90	$35.25	$35.95	$36.65	$37.70	$38.74	$39.79
Journeyman Mechanical	$36.55	$38.47	$38.86	$39.63	$40.40	$41.55	$42.71	$43.86
M/Mechanic Lead	$38.75	$40.79	$41.20	$42.02	$42.83	$44.06	$45.28	$46.50
WAREHOUSE								
Distribution Specialist	$25.88	$27.24	$27.51	$28.05	$28.60	$29.42	$30.23	$31.05
Lead Distribution Specialist	$31.94	$33.62	$33.96	$34.63	$35.31	$36.31	$37.32	$38.33
LAUNDRY								
Laundry person	$22.51	$23.70	$23.94	$24.41	$24.88	$25.60	$26.31	$27.02
CUSTODIAL								
Custodian/Swing	$23.52	$24.76	$25.01	$25.50	$26.00	$26.74	$27.48	$28.23
Swing Lead/High Schools	$24.57	$25.86	$26.12	$26.64	$27.16	$27.93	$28.71	$29.48
Building Foreman I	$26.57	$27.97	$28.24	$28.80	$29.36	$30.20	$31.04	$31.88
Building Foreman II	$27.65	$29.11	$29.40	$29.98	$30.57	$31.44	$32.31	$33.19
Building Foreman III	$29.79	$31.36	$31.67	$32.30	$32.92	$33.87	$34.81	$35.75
OTHER POSITIONS								
Light Delivery	$21.09	$22.20	$22.42	$22.87	$23.31	$23.98	$24.64	$25.31
Security	$24.97	$26.28	$26.54	$27.07	$27.59	$28.38	$29.17	$29.96
Print Shop Assistant	$24.17	$25.44	$25.69	$26.20	$26.71	$27.47	$28.24	$29.00

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

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

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

ATTACHMENT A | TRIP BOARD PROCEDURES

The Trip Board will be electronic and provide such information as date, departure time, destination, start time and approximate ending time. (Any other information is on the trip paperwork) The approximate end time will serve as a guide for Contracted Drivers interested in accepting trips. The Freebie and Cluster Boards will be posted outside of the dispatch office and provide such information as above.

1. Substitutes are not eligible to be placed on the trip board.

2. Contracted Drivers who choose to participate will be listed by seniority ranking order on the Trip Board(s). By meeting the following qualifications with the exception of the Cluster Trip Board:

    a. New Drivers shall be placed on the trip in order of seniority.
    b. Availability for Dispatchers and Routers is Friday. Saturday and Sunday anytime unless no other drivers are available and with the Transportation Directors Permission. This is inclusive of Summer Trips.
    c. Toni Mann will be allowed trip board privileges until retirement. Her trip availability will be the same as the Dispatchers and Routers.

TRIPS DURING POTENTIAL ADVERSE CONDITIONS

1. To be eligible for the trip board Contracted Drivers who plan to accept trips in adverse conditions or areas must complete chain training.

    a. Annual chain training will be offered in October and January each year

    b. Drivers who elect to attend January training in lieu of the October training will not be eligible for trips until the course is completed.
        i. Drivers that have no completed training will be bypassed for trips that will be taken and no replacement trip will be awarded.

    c. Management shall monitor weather conditions in advance and ensure that employees assigned to trips requiring travel during the months of November through March have completed mandatory training requirements before determining employee availability for such trips.

2. Trip board training is only required for newly hired contracted drivers and should be completed within five (5) workdays of being contracted. Trip board training will be conducted by management or their designee.

PROCEDURES FOR TRIP ASSIGNMENTS

1. Trips shall be assigned on a rotating seniority basis by the Trip assignment team. The Trip assignment team shall consist of two contracted drivers and one member of management. The two members of the Trip Assignment Team that are drivers shall include one contracted trip board employee, and one contracted driver backup as needed. The backup member of this team shall be made available upon request and approved by management. The trip assignment team shall use the following process:

    a. New trips shall be posted between 9:30 and 10:30 daily and assigned three (3) weeks in advance. E.g.: New trips on July 23rd would be assigned on July 2nd. When July 2nd falls on a weekend/holiday, the trip shall be assigned the Friday before the break.

    b. Trips are posted by time. The earliest time is posted first. (Example: an 8:00am, 1:30 p.m. and a 2:15 p.m. – the 8:00 a.m. shall be posted first). New trips shall be posted for consideration before turned down trips.

    c. A small school bus emblem will be placed next to the driver's name who is next in seniority for a trip assignment.

    d. Drivers will indicate by accepting or declining each trip offered to that driver. This acceptance or decline is on the master trip sheet.

2. All master trip sheets will be kept in the colored binders as follows:
    a. Binder #1 (indicated by yellow) – New trips waiting for assignment.
    b. Binder #2 (indicated by green) – Accepted/awarded trips.
    c. Binder #3 (indicated by red) – Turned down trips awaiting re-posting.

PROCEDURES FOR ACCEPTED TRIPS

1. Trips that have not been accepted or declined by the forty-eight (48) hour deadline, will go back into the seniority rotation and will no longer be available to the driver who did not accept or decline. It will stay in rotation until such time it becomes a freebie (24 hours until trip departure)

2. Drivers that are out on personal or sick leave or on a trip will be notified via text and email of their available trip(s) by the Trip Assignment Team prior to the deadline. Giving the driver the opportunity to accept or decline.

3. Contracted Drivers will review trip assignments, and the preliminary paperwork will be placed in the appropriate trip binders. The trip binders will be located under the trip board monitor. Drivers will sign in the green box if accepting the trip, then place the paperwork in the green acceptance binder book. If turning down the trip, the driver will sign in the grey box and place the paperwork in red turndown binder. Final trip paperwork will be located in the trip board basket under the trip board monitor the day before the trip is scheduled to depart.

4. Contracted Drivers who take unpaid leave on Friday will not be eligible for Saturday and Sunday trips, including Freebies.

5. Contracted Drivers who take unpaid leave on Friday before a Saturday or Sunday trip will have that trip reassigned. That trip will be placed in the Freebie seniority rotation. No replacement trip will be given.

6. When there are changes to the trip parameters after the trip is assigned. The Contracted Driver assigned to that trip will have the option of declining the trip. No replacement trip will be given.

7. Drivers are responsible for checking the tray prior to departure.

PROCEDURES FOR TURNING DOWN TRIPS:

1. Trips that have been turned down shall be removed from the Yellow Binder.

2. The trip sheet shall be signed, with date and time, by the Driver turning the trip down.

3. That trip sheet will then be placed in the Red Binder for re-posting.

PROCEDURES FOR RE-POSTING TURNED DOWN TRIPS:

1. The turned down trips shall be re-posted beginning with the trip with the earliest departure time in order by date. If more than one trip has the same date, they will be assigned by earliest departure time.

2. Assignment of turned down trips shall be in the same manner as new trips.

3. Turned down trips will not be posted before new trips.

PROCEDURES FOR ASSIGNING ON THE FREEBIE TRIP BOARD

1. Contracted Drivers who plan to accept trips will be included on the Freebie Trip Board(s). Freebies are trips departing within twenty four (24) hours or less and shall be posted as soon as it becomes a freebie.

2. Trips on the Freebie Trip Board shall be assigned on a rotating seniority basis. The rotation for the freebie board is specific and separate from all other trip boards. (a small bee will be the marker for the driver seniority freebie starting point.) Rotating Seniority will continue from year to year.

3. The Trip Assignment Team will post freebies with a clear time of when assignment will be made. A ParentSquare message will be sent out with details notifying drivers of freebie posting.

4. If no time permits, a radio call will be made. A ParentSquare will be sent out with details and time of assignment for freebies outside of work hours. If calls are made no voice message will be left. Trips will be awarded to drivers who respond via radio or ParentSquare by the specified deadline, in order of rotating seniority.

PROCEDURES FOR DECLINING AN ACCEPTED TRIP

1. Contracted Drivers may remove themselves from an accepted trip by notifying the Trip Assignment Team

2. Contracted Drivers cannot decline an accepted trip for the purposes of signing up for a Freebie or a cluster/group trip.

PROCEDURES FOR ASSIGNING CLUSTER TRIPS

1. All cluster trips will be awarded by dispatch and management: Group /Cluster trips are 5 or more buses transporting students to the same event on the same day. These trips will have the same return or release time from the event. These trips will not be listed on the transportation trip board, even if the Group/Cluster trips drops to four (4) buses or less it will remain as a Group/Cluster Trips. Group/Cluster Trips will be awarded based on seniority, not by rotation, and availability of the Contracted Drivers signing the sign-up sheet. Cluster/Group trips will be posted at least two weeks prior and will be assigned forty-eight (48) hours prior to the trip.

CANCELLED TRIPS

1. If a trip is canceled with advanced notice, the Contracted Driver will receive a number to indicate the eligibility for the next available trip.

2. Trips canceled with or without advance notice shall entitle the assigned driver to elect one of the following options, based on the type of trip that is cancelled. Call back pay applies to an employee who reports for their scheduled assignment or trip and is unable to complete the assignment due to notice of cancellation.

    a. Trips cancelled during contracted time
        i. Drivers that have the opportunity to return and work their route shall continue with their regular route at their regular pay.
        ii. If the contracted route is already in process or complete, the driver's contracted time shall be made whole at their regular pay.

    b. Trips cancelled outside of contracted time (weekday)
        i. Drivers will be given the choice of the next available trip.
        ii. If school is not in session during a weekday the Driver shall receive two (2) hour call back pay at the regular rate for pay.

3. If the trip is re-scheduled with a specific date/time, that trip shall stay with the Contracted Driver originally assigned.

    a. The driver still retains the right to turn down the trip.
    b. The turned down trip will be placed back into the trip of assignment process.

4. If the trip is rescheduled for a later date, with no specific time, it shall be place back in the trip assignment process.

    a. The Contracted Driver will receive the option to select the next available trip.

The trip/freebie board rotation shall continue year after year.

ATTACHMENT B
VACATION SCHEDULING PROCESS

The District will maintain a vacation calendar at the Support Services office and copies will be made available on-line for review at each worksite.

1. Vacations will be scheduled through the employee's immediate supervisor.

2. Vacations will be scheduled so that when there are multiple employees in a classification or job, not all members of that classification or site are on vacation at once.

3. If there are competing requests the immediate supervisor will attempt to resolve the problem working with the people involved, shall there be multiple requests on the same date, seniority shall be the deciding factor.

ATTACHMENT C
TURN DOWN PROCESS

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

APPLICABILITY:

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

PROCESS:

2. Management will create a Work order for the work in the turn down request.

3. Management will request a turn down of work via email sent to the following positions within PSE: MOT President, MOT Vice President. Copies will be sent to Director F&O, Director Operations, and Assistant Director F&O.

4. Subject line of the email will be:

    a. REQUEST FOR UNION TURN DOWN OF WORK: WO XXXXXX [brief description]

    b. The "XXXXXX" will be replaced with the subject work order number.

    c. The bracketed area will be replaced with a brief title of the work being requested.

5. Body of the email will describe the scope and details of the work to be included in the requested turn down and the reasons why management believes this work should be performed by an outside vendor.

6. The Union will have up to fifteen (15) working days to review the request per Section 7.11 (Jurisdiction of Work) of the CBA. Requests not answered after the fifteenth workday will be considered by management to be approved and the vendor will begin the work.

7. The Union will indicate "Approved" (work may go to the vendor) or "Denied" (work may not go to the vendor) with any additional comments by using "reply all" to the original requesting email.

    a. This will provide documentation of the request, any conversations relating to the request, and the final answer from the Union.

Richland MOT CBA 20261007 (26-29)

Final Audit Report 2026-10-26

Created:	2026-10-08
By:	Amy Harting (aharting@pseofwa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAWiWUw1NIv7jlK2iGbr4DMn1i6nqNvDH

"Richland MOT CBA 20261007 (26-29)" History

Document created by Amy Harting (aharting@pseofwa.org)
2026-10-08 - 0:30:45 AM GMT

Document emailed to charles.richardson@rsd.edu for signature
2026-10-08 - 0:30:55 AM GMT

Document emailed to Ken Gosney (ken.gosney@rsd.edu) for signature
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Email viewed by Ken Gosney (ken.gosney@rsd.edu)
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Email viewed by charles.richardson@rsd.edu
2026-10-09 - 1:59:58 PM GMT

Document e-signed by Ken Gosney (ken.gosney@rsd.edu)
Signature Date: 2026-10-10 - 0:19:21 AM GMT - Time Source: server - Signature Appearance Selected: DRAW

Email viewed by charles.richardson@rsd.edu
2026-10-26 - 1:43:10 PM GMT

Signer charles.richardson@rsd.edu entered name at signing as Charles Richardson
2026-10-26 - 1:45:14 PM GMT

Document e-signed by Charles Richardson (charles.richardson@rsd.edu)
Signature Date: 2026-10-26 - 1:45:16 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-26 - 1:45:16 PM GMT

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