

COLLECTIVE BARGAINING AGREEMENT

RIVERVIEW SCHOOL DISTRICT #407

AND

PUBLIC SCHOOL EMPLOYEES OF RIVERVIEW

SEPTEMBER 1, 2018 - AUGUST 31, 2021



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P R E A M B L E

This Agreement is made and entered into between Riverview School District Number 407 (hereinafter "District" or "Employer") and Public School Employees of Riverview, an affiliate of the Public School Employees of Washington (hereinafter "Association").

A R T I C L E I

RECOGNITION

Section 1.1. The District hereby recognizes the Association as the exclusive representative of the employees in the bargaining unit described in Section 1.4., and the Association recognizes the responsibility of representing all such employees.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit the following:

- A. Certificated employees
- B. Operations Coordinator
- C. Director of Capital Projects
- D. Supervisor of Transportation
- E. Supervisor of Maintenance
- F. Supervisor of Food Services
- G. Secretary to the Superintendent
- H. Secretary to the Executive Director
- I. Personnel Assistant
- J. Personnel Program Assistant
- K. Accountant I
- L. Accountant II
- M. Accountant III
- N. Network and Technology Support Specialist
- O. All other employees whose duties imply a confidential relationship to the employer, and all other employees of the District except as provided for in Section 10.4.

Section 1.3. The District will provide the Association and an affected employee(s) with a copy of the employee's revised position description as significant changes in the primary duties of the position description occur.

Section 1.4. The bargaining unit to which this Agreement is applicable shall consist of all regular classified employees in the following general job classifications:

- A. Maintenance/Operations
- B. Food Service
- C. Secretarial/Clerical
- D. Education Assistants
- E. Transportation
- F. Administrative Assistant/Specialist

1 Nothing in this Agreement shall be construed so as to include non-bargaining unit temporary or
2 substitute employees in the bargaining unit.

3
4 **Section 1.4.1.** For purposes of determining the appropriate status of employees included in
5 the Agreement, an employee shall be considered a bargaining unit substitute after thirty (30)
6 cumulative days of work in a fiscal year.

7
8 **Section 1.4.2.** Appendix A, Wages, for District assigned time, shall be the sole provision of
9 this Agreement applicable to bargaining unit substitutes, except as described in Section
10 8.13.3. of this Agreement.

11
12 **Section 1.4.3.** A bargaining unit temporary employee is defined as an employee who works
13 in a non-permanent /non-leave replacement position for more than thirty (30) days of work
14 and less than fifty (50) days of work in a fiscal year; except that a bargaining unit temporary
15 employee may be assigned to work up to sixty (60) days between June 1 and September 15
16 for maintenance and/or grounds work. Bargaining unit temporary employees will be paid at
17 step one of Schedule A of this Agreement, but shall have no other rights included in this
18 Agreement. A position that is temporary will be considered as an open position after fifty
19 (50) cumulative days of work (or sixty (60) cumulative days in the case of temporary work
20 between June 1 and September 15) and will be posted as an open position.

21
22 **Section 1.4.4.** A bargaining unit substitute is defined as an employee who fills in for a
23 regular employee who is temporarily unavailable due to illness, injury or some other
24 authorized leave status. A bargaining unit substitute shall be paid according to Appendix A
25 step one, but shall have no other rights unless specifically stated.

26
27 Qualified long-time PSE substitutes will be paid at Step Two of the Salary Schedule at the
28 beginning of their sixth (6th) consecutive year of substituting in the Riverview School
29 District. To qualify, the substitute needs to have worked thirty (30) cumulative days within a
30 fiscal year for five (5) consecutive years.

31
32 Similarly, former Riverview School District PSE employees that have previously worked five
33 (5) or more consecutive years as regular employees with the district and return as substitute
34 employees shall also be placed at Step Two.

35
36 **Section 1.4.5. Additional Definitions**

- 37
38 A. **Longevity:** Years of continuous service as a classified employee in a public school
39 district in the State of Washington (Longevity Pay – Schedule A only).
40
41 B. **Seniority:** Years of continuous service as a classified employee within a PSE
42 classification in the Riverview School District (RIF, Layoff, Promotion).
43
44 C. **Vacation Credit:** Based on continuous years of service as a classified employee in a
45 public school district in the State of Washington (Full-time or Less-than-260-day
46 employees).
47
48 D. **Step Increases:** Refers to a year of service in Riverview School District. However, a
49 new classified employee, upon hire, may be placed higher than step one by the

1 supervisory Administrator (because of previous experience, education, training, etc.)
2 (Salary Schedule A).

- 3
4 E. A Year of Service: Indicates each year a classified employee is employed in the
5 Riverview School District if hired prior to February 1 of that year (regardless of
6 hours/days).
7

8 **Section 1.5.** If the District modifies an existing position's duties or creates a new position covered
9 by this Agreement, the Association President shall be notified in writing and shall have ten (10)
10 District business days from receipt of the mailing in which to file a written request with the District
11 to negotiate wages, hours, and shift for such new and/or changed position. The District will provide
12 to the Association President job descriptions annually.

13 ARTICLE II

14 **RIGHTS OF THE EMPLOYER**

15
16
17
18 **Section 2.1.** Neither this Agreement nor the act of meeting and negotiating shall be construed to be
19 a delegation to others of the policy-making authority of the Board of Directors, such authority the
20 Board of Directors specifically reserves unto itself. The management and direction of the work force
21 is vested exclusively in the Board of Directors subject to the term of this Agreement. All matters not
22 specifically and expressly covered or treated by the language of this Agreement may be administered
23 by the Board of Directors in accordance with the policies and procedures of the Board of Directors.
24 Management prerogatives shall not be deemed to exclude other management rights not specifically
25 enumerated herein. Management officials specifically retain the right to direct employees covered by
26 this Agreement as follows: Hire, promote, retain, transfer, and assign employees; suspend, discharge,
27 demote, or take other disciplinary action against employees; release employees from duties because
28 of lack of work or for other legitimate reasons; determine the method, number, kind, and specific
29 personnel by which operations undertaken by employees in the unit are to be conducted; and
30 designate the work to be performed and the places where and the manner in which such work is to be
31 performed. These management rights are subject only to the express terms of this Agreement.
32

33 ARTICLE III

34 **RIGHTS OF THE EMPLOYEES**

35
36
37 **Section 3.1.** Each employee may bring matters of personal concern to the attention of appropriate
38 officials of the District. Normally, the first step is to confer with the immediate supervisor of the
39 employee.
40

41 **Section 3.2.** Neither the District nor the Association shall unlawfully discriminate against any
42 employee subject to this Agreement on any basis prohibited by federal and state statutes and
43 regulations.
44

45 **Section 3.3. Employee Evaluation.** Each supervisor will review employee evaluation procedures
46 prior to the end of an employee's probation. Each employee may attach comments to his/her
47 evaluation.
48

49 At any time during the school/work year, if an administrator/supervisor is concerned that an

1 employee's performance is "unsatisfactory" or "does not meet expectations," the administrator/
2 supervisor will discuss the performance concerns with the employee and state the performance
3 expectations. Performance concerns cannot be used to evaluate an employee as "unsatisfactory" or
4 "does not meet expectations" if these performance concerns were not discussed with the employee.
5

6 ARTICLE IV

7 ASSOCIATION RIGHTS AND REPRESENTATION

8
9
10 **Section 4.1.** The Association has the responsibility to represent the collective bargaining interests
11 of all employees in the unit and to enter into such collective bargaining with the object of reaching
12 an agreement applicable to all employees within the bargaining unit.
13

14 **Section 4.2.** It is agreed and understood that matters appropriate for negotiations between the
15 District and the Association are hours, wages, grievance procedures and working conditions of
16 employees in the bargaining unit subject to this Agreement. Nothing in this section shall be
17 construed to determine that any subject is, or is not, a mandatory subject of bargaining.
18

19 **Section 4.3.** A Labor-Management committee comprised of up to six (6) Union members shall
20 meet with district representatives at mutually agreeable times. Agenda items must be submitted not
21 less than three days prior to said meeting.
22

23 **Section 4.4.** Representatives of the Association, upon prior approval from the Superintendent or
24 his designee, shall have access to the District premises during business hours, provided that no
25 conference or meetings between the employees and Association representatives will hamper or
26 obstruct the normal flow of work. Under normal circumstances approval will be granted.
27

28 **Section 4.5.** Time off without pay or fringe benefits will be available for up to three (3)
29 representatives of the Association to attend Regional or State meetings of the Association. A
30 maximum of two (2) consecutive work days per representative per fiscal year may be granted by the
31 District, provided that such leaves of absence will not hamper or obstruct the normal flow of work.
32

33 **Section 4.6.** After execution of this Agreement, the District will provide the Association with the
34 following available information regarding each employee in the bargaining agreement:
35

- 36 A. Employee name
- 37 B. Employee job classification
- 38 C. Employee regular hourly rate of pay
- 39 D. Recorded date of hire for employee
- 40 E. Annual hours of employment
- 41 F. Amount of District-paid insurance premiums

42
43 Upon request of the Association, but not more often than once during any calendar month, the
44 District will provide the Association with any additions or changes to the above information.
45

46 **Section 4.7.** Upon signed receipt from the Association that this Agreement has been proofread and
47 is correct, the District shall place this Agreement on the District website. The District shall make
48 available a copy of this Agreement for newly hired employees.
49

1 **Section 4.8.** The District will provide bulletin board space in each school and the transportation
2 facility for the use of the Association. The bulletins posted by the Association are the responsibility
3 of the officials of the Association. Each bulletin shall be signed by the Association official
4 responsible for its posting. Unsigned notices or bulletins shall not be posted. The responsibility for
5 the prompt removal of notices from the bulletin boards after they have served their purposes shall
6 rest with the individual who posted such notices.

7
8 **Section 4.9.** A representative of the Association will be invited to the annual new employee
9 orientation for a thirty-minute meeting. The District will provide the Association time for a thirty-
10 minute meeting during each new bargaining unit employee's work time within thirty (30) days of the
11 new employee's hire date.

12 13 ARTICLE V

14 15 **HOURS OF WORK AND OVERTIME**

16
17 **Section 5.1.** The work week will normally consist of up to forty (40) hours of scheduled work,
18 Monday through Friday.

19
20 **Section 5.2. Year of Service.** An employee whose hire date is prior to February 1 will be granted a
21 year of service for the purpose of wages and benefits.

22
23 **Section 5.3.** Each regular employee shall be assigned a definite, regular shift and work week,
24 including location, and shall not be changed without a minimum of three (3) days prior notice,
25 except in an emergency situation.

26
27 **Section 5.3.1.** Special Education Assistants will be notified no later than one week prior to
28 the beginning of the school year if their assignment including work site will be different from
29 the prior year.

30
31 **Section 5.4.** Each regular employee shall be allowed a rest period of fifteen (15) minutes for each
32 four (4) consecutive hours of working time, provided that employees working seven (7) consecutive
33 hours or more are entitled to a second fifteen (15) minute break in the afternoon. Such rest periods
34 shall be scheduled by the employee's immediate supervisor and shall occur as near as possible to the
35 mid-point of the work period; provided that, where the nature of the work allows an employee to
36 take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) consecutive hours
37 worked, scheduled rest periods are not required.

38
39 **Section 5.5.** Employees assigned a shift of more than five consecutive hours shall be allowed a
40 thirty (30) minute uninterrupted lunch period as near as possible to the midpoint of the work period
41 as practicable. Mealtime is non-compensated time. However, employees required to work through
42 their assigned, regular mealtime will be given time to eat at a time mutually agreed by the employee
43 and the employee's immediate supervisor. In the event the District requires employee to forego
44 mealtime and the employee works his/her assigned regular shift, including the mealtime, the
45 employee shall be compensated for the foregone mealtime.

46
47 **Section 5.5.1.** Night custodians who perform duties related to community use of facilities
48 may include their lunch period within their regular eight hour shift due to the necessity of
49 remaining "on call" during what would otherwise be considered an uninterrupted, duty free

1 break.

2
3 **Section 5.6.** All hours worked in excess of forty (40) hours per an employee's assigned regular
4 work week must be authorized in accordance with District determined procedures by the employee's
5 supervisor and shall be compensated at the rate of one and one-half (1-1/2) times the employee's
6 regular hourly rate except as provided in Section 5.6.1. herein below.

7
8 **Section 5.6.1.** For the purpose of calculating eligibility for overtime, the District will
9 consider hours of holiday pay to be the same as hours worked. This Section shall not apply
10 to Bus Drivers.

11
12 **Section 5.6.2.** Payroll is based on hours worked Sunday through Saturday.

13
14 **Section 5.7.** Compensatory time on an overtime basis shall be one and one half (1-1/2) hours off
15 for each hour worked on an overtime basis. Time accrued as compensatory time off shall be
16 accounted for and expended within a reasonable period of time. Compensatory time shall follow
17 requirements of the Fair Labor Standards Act and shall be consistent with District guidelines.
18 (Exhibit 1)

19
20 **Section 5.8.** An employee called back to work outside of his/her assigned regular work day or
21 work week shall receive no less than two (2) hours work at the applicable pay rate.

22
23 **Section 5.9.** A regular employee whose work day is increased or scheduled to be increased by
24 thirty (30) minutes or more each day for greater than thirty (30) work days will have his/her FTE
25 adjusted for purposes of sick leave accumulation and holiday pay to reflect such increase.

26
27 **Section 5.10.** All employees will normally work within their job descriptions. If employees are
28 required to work at a higher paying position for more than three (3) consecutive work days, they
29 shall be paid at the higher rate for that particular position for work done in the higher classification
30 after the third (3rd) consecutive day. An affected employee shall retain his/her step on the salary
31 schedule.

32
33 **Section 5.11.** In the event of an unusual school closure due to inclement weather, flooding, volcanic
34 eruption, or other acts of nature, plant inoperation, or the like, the District will attempt to notify each
35 employee to refrain from coming to work. Employees are required to notify the District of a phone
36 number at which the employee may be readily contacted, and to monitor a radio station on the
37 official District list. Employees who are not notified and do report for work shall be paid for a
38 minimum of two hours.

39
40 **Section 5.11.1.** Less than full-time employees will not suffer a loss of scheduled hours of
41 work resulting from early school closures or delayed school opening due to inclement
42 weather, parent/teacher conferences, early student release or late arrival. Supervisors will
43 work with any affected employee to assign and schedule work to accomplish the intent of this
44 provision.

45
46 **Section 5.11.2.** Full-time employees (260 days per year) are required to report to work on
47 school closure days; provided, however, full-time employees may use accumulated vacation
48 and/or personal leave on such days.

1 **TRANSPORTATION**

2
3 **Section 5.12.**

4 A. Cover sheets for all known runs will be placed on the bid board no later than two (2) weeks
5 prior to the opening of each school year. The District shall give eligible senior drivers first
6 consideration in the assignment of bus runs. Cover sheets for known runs shall be available for
7 drivers to review before route bidding and during route bidding.

8
9 B. After the start of the school year, the District retains the right to modify, add to, or subtract
10 from assigned bus runs.

11
12 C. A “route” is the total of all special needs or regular “runs” of a driver’s work day. A “run” is
13 an individual portion of a route: Home-to-school-to home, pre-kindergarten, community access,
14 activity, and out-of-district runs but does not include “extra trips.”

15
16 **Section 5.12.1.** If during the school year, the District increases an AM/PM regular route by
17 thirty (30) minutes or more for thirty (30) consecutive work days, such route may be claimed
18 by a more senior regular driver. The claim must be in writing and must be filed with the
19 Transportation Supervisor no later than the last instructional day of December.

20
21 **Section 5.12.2.** If during the school year, the District decreases an AM/PM regular route by
22 thirty (30) minutes or more for thirty (30) consecutive work days, the driver may elect to
23 "bump" a less senior regular driver to gain at least thirty (30) minutes per day or accept the
24 route vacated by the senior driver.

25
26 **Section 5.12.3.** Drivers will remain on payroll status for layover time of thirty (30) minutes
27 or less between assignments.

28
29 **Section 5.12.4.** A special education driving assignment(s) may only be claimed or bumped
30 on the last working day in December by a current special education driver provided that a
31 special education assignment(s) has been increased or decreased by thirty (30) minutes or
32 more for thirty (30) consecutive days of work.

33
34 **Section 5.12.5.** Drivers shall be required to record all driving time and other data as required
35 by the District.

36
37 **Section 5.12.6.** No bus driver shall drive more than eight (8) consecutive hours in any one
38 day.

39
40 **Section 5.12.7.** Any bus driver driving at least two (2) assigned regular runs per day will be
41 paid for a minimum of three (3) hours of work at the employee's regular hourly rate.

42
43 **Section 5.12.8.** In addition to actual driving time, each bus driver is required to perform the
44 following duties and shall receive an additional thirty (30) minutes of compensated time each
45 assigned regular work day at the employee's regular hourly rate of pay; such duties to
46 include, but are not limited to: daily vehicle inside clean-up, vehicle safety inspection,
47 vehicle fueling, preparation of required forms, attendance at District scheduled meetings and,
48 when needed, outside vehicle wash. To work additional time above the thirty (30) minutes, a
49 driver must receive prior approval from the supervisor or designee for the additional time.

1
2 **Section 5.12.9.** The District shall provide or pay reasonable expenses related to the training
3 and Commercial Driver License qualification of all bus drivers, including substitutes as
4 defined in Section 1.4.4. Substitute and new employees shall be reimbursed for out of pocket
5 CDL expenses up to \$270.00 after working 200 hours for the District.
6

7 **Section 5.12.10. Operation of District Vehicles.** The parties agree that operation of District
8 vehicles which require qualifications or licenses other than ordinary driver's license shall be
9 restricted to those who meet the criteria established for operating such vehicles.
10

11 **EXTRA TRIPS - TRANSPORTATION**

12

13 **Section 5.13.** All bus driving assignments occurring Monday-Friday other than assigned regular
14 daily routes as listed in Section 5.12.C shall be extra trips and shall be assigned on a rotating bid
15 basis, with the most senior driver receiving first consideration for the assignment; provided, that if no
16 driver bids for the assignment, the District shall make the assignment.
17

18 **Section 5.13.1.** All bus driving assignments scheduled to include driving time on Saturdays
19 or Sundays shall be assigned based on a separate rotating seniority list. Such assignments will
20 be offered as they are scheduled to the most senior available driver on the list who has not yet
21 been offered a Saturday or Sunday trip in the current rotation.
22

23 **Section 5.13.2.** The seniority rotation board shall be prominently displayed in the bus garage
24 and shall only be marked by the Transportation Supervisor or his/her designee. During
25 winter, mid-winter, and spring breaks, extra trips will be assigned on a separate rotating bid
26 basis with the most senior driver receiving first consideration for the assignment for each
27 break period.
28

29 **Section 5.13.3.** A senior driver may be bypassed for consideration if such senior driver has
30 accumulated, or would accumulate as a result of the extra trip, hours in excess of forty (40)
31 hours for the week, and/or if a junior driver possesses skills and abilities that are superior to
32 those of the bypassed senior driver and are necessary for the extra trip.
33

34 **Section 5.13.4.** All extra trips shall be compensated at the driver's regular hourly rate with
35 the exception of trips with driving time occurring on Saturday or Sunday. All required
36 driving time occurring on Saturdays and Sundays shall be compensated an additional one
37 dollar (\$1.00) per hour. Per Diem expenses for extra trips shall be paid in accordance with
38 Board Policy and/or District administrative procedures. Bus Drivers will normally be
39 assigned a private room for overnight bus trips except for emergencies or for extra trips
40 where no private room accommodations are available.
41

42 **Section 5.13.4.1.** Overnight trips will be posted with a minimum paid time determined
43 by the District.
44

45 **Section 5.13.4.2.** If a driver forgoes his/her regular run for an extra trip and has the
46 extra trip cancelled after a substitute for the driver's regular run has begun the run, the
47 driver shall perform duties in accordance with Section 5.11.1. of this Agreement.
48

1 **Section 5.13.5. Extra-Trip Charters.** At its discretion, the District may charter buses for
2 extra trips when drivers and/or equipment are not available for an extra trip.

3
4 **Section 5.14. Security Call Outs.**

5
6 **Section 5.14.1.** The Maintenance Supervisor shall be responsible for maintaining the call out
7 lists for all District properties. This shall be done in consultation with building principals and
8 building managers. When a designated on-call employee is not available the order of call outs
9 shall be: 1) building custodians, 2) maintenance staff, 3) office staff, 4) Maintenance
10 Supervisor, 5) building administrator(s). This order is flexible and may be modified in order
11 to serve the best interest of the District and local site. With the mutual agreement of the
12 Maintenance Supervisor and building/site manager, custodians may, with their agreement, be
13 added to the list(s) of building(s) other than that to which they are regularly assigned.

14
15 **Section 5.14.2.** Building custodians and office personnel shall annually, before October 1, be
16 offered the opportunity to have their name added to or removed from the call out list. At that
17 time a schedule will be developed for the duration of the school year and weekends of on-call
18 duty will be assigned to employees who have volunteered to be added to the list. With notice
19 to the Maintenance Supervisor, employees may trade assigned weekends of on-call duty with
20 each other. No bargaining unit employee shall be compelled to be on a security and fire
21 alarm call out list unless such responsibility is expressly defined in the roles and
22 responsibilities of their job description (e.g. Maintenance III). Failure to assent to being on
23 such a list or lists shall not be cause for discipline or negative evaluation.

24
25 **Section 5.14.3.** The District shall provide a mobile phone each week to the employee who is
26 assigned on-call duty. No employee will be scheduled more than one on-call week per
27 month. Employees will be compensated at time and one half (1-1/2) regular hourly rate of
28 pay for security call outs.

29
30 **Section 5.14.4.** When a represented employee is called out for security reasons and reports
31 to the call out location, the employee shall complete appropriate call out report for each
32 instance and will be paid for a minimum of two (2) hours at one and one-half (1.5) the
33 employee's hourly rate for each instance. During the two (2) hour period of time, an
34 employee cannot claim more than one (1) call out at the same location (site), but can claim
35 additional call outs at other locations (sites), not to exceed one (1) call out at each location.

36
37 **Section 5.14.5.** When a represented employee is called out for security reasons and does not
38 report to the call out location, the employee shall complete appropriate call out report for
39 each instance and will be paid for a minimum of one (1) hour at one and one-half (1.5) the
40 employee's hourly rate for each instance. During the one (1) hour period of time, an
41 employee cannot claim additional call outs at the same location (site), but can claim
42 additional call outs at other locations (sites) during the one (1) hour period of time established
43 at each location.

44
45 **Section 5.15.** All employees in the job classification of Maintenance/Operations are required, as a
46 condition of employment and continuing employment to maintain current *AHERA* ACBM (Asbestos
47 Hazard Emergency Response Act! Asbestos Containing Building Material) training requirements.

48
49 **Section 5.16. Staff Development Stipends.**

1
2 **Section 5.16.1. Voluntary Staff Development.** Employees may be provided the opportunity
3 to participate in staff development in accordance with District guidelines, including prior
4 approval from the employee's supervisor. Each employee subject to this Agreement so
5 participating shall be compensated by stipend at the rate of one hundred dollars (\$100) per
6 year during the life of this Agreement. This stipend shall be considered full and complete
7 compensation for such voluntary participation. No other payment of wages or compensation
8 as provided in this Agreement shall flow from Section 5.16.1. Employees may donate their
9 unused stipends to other classified employees if applied for in writing by May 15th. All
10 claims for a staff development stipend must be submitted no later than June 30. Said claims
11 date (June 30) may be waived upon written approval of the Director of Business and
12 Operations or his/her designee.

13
14 **Section 5.16.2. Mandatory Meetings and In-Service Training.** Employees shall be
15 compensated their regular rate of pay for mandatory attendance at meetings and in-service
16 training outside the regular scheduled workday. In the event that an employee is entitled to
17 overtime rate of pay as a result of such attendance, the overtime provisions contained in this
18 Agreement shall apply.

19
20 **Section 5.17.** Reclassification requests may be submitted and reviewed in accordance with District
21 determined procedures. Requests for Review Period A must be submitted between November 1 and
22 January 1. Requests for Review Period B must be submitted between May 1 and July 1. Requests
23 that are approved will be effective February 1st for Review Period A and September 1st for Review
24 Period B.

25 **ARTICLE VI**

26 **HOLIDAY LEAVE**

27
28
29 **Section 6.1.** Regular employees covered by this Agreement shall receive paid holidays in
30 conformity with the following provisions.

31
32 **Section 6.2.** Employees working less than twelve (12) months shall receive legal holidays in
33 accordance with this Agreement.

34
35 **Section 6.3.** Holidays shall be computed at the employee's average daily hours per work week at the
36 time of the holiday (e.g., an employee working five (5) hours per day, three (3) days a week, would
37 be entitled to three (3) hours of holiday pay at the employee's regular hourly rate). Average daily
38 hours will not include extra trips for bus drivers.

39
40 **Section 6.4.** For an employee to receive holiday pay, the employee shall have worked (or have been
41 allowed authorized paid leave) on the employee's regularly scheduled work day immediately
42 preceding and following each holiday.

43 **Section 6.5. Paid Holidays.**

44
45
46 Regular full-time, twelve (12) month employees shall receive the following paid holidays:

- 47
48 1. Labor Day
49 2. Veterans' Day
7. Day before New Year's Day
8. New Year's Day

- | | | |
|---|---------------------------------------|--------------------------------|
| 1 | 3. Thanksgiving Day | 9. Martin Luther King, Jr. Day |
| 2 | 4. Day after Thanksgiving Day | 10. President's Day |
| 3 | 5. Last Working Day before Christmas* | 11. Memorial Day |
| 4 | 6. Christmas Day | 12. Independence Day |

5
6 *In the event that this day should fall on a school day, another day off will be substituted
7 immediately preceding or immediately subsequent to the day stipulated as the holiday.
8

9 Regular less than twelve (12) month employees shall receive the following paid holidays:

- | | | |
|----|-------------------------------|--------------------------------|
| 10 | | |
| 11 | 1. Labor Day | 6. Day before New Year's Day |
| 12 | 2. Veterans' Day | 7. New Year's Day |
| 13 | 3. Thanksgiving Day | 8. Martin Luther King, Jr. Day |
| 14 | 4. Day after Thanksgiving Day | 9. President's Day |
| 15 | 5. Christmas Day | 10. Memorial Day |

16
17 **Section 6.5.1.** Independence Day will be a paid holiday for less than twelve month
18 employees who work 200 days or more per year and who are scheduled to work the day
19 immediately before and immediately after Independence Day.
20

21 **Section 6.5.2.** For twelve-month employees, by mutual agreement of the employee and
22 his/her supervisor, the last working day before Christmas and/or the day before New Year's
23 Day may be traded to a mutually agreeable later date.
24

25 **Section 6.6.** Employees working on any holiday shall be entitled to the paid holiday plus time and
26 one-half (1-1/2) pay for the hours worked.
27

28 **Section 6.7.** Should a holiday occur while the employee is on vacation, the employee shall be
29 allowed to take an extra day of vacation with pay in lieu of the holiday.
30

31 ARTICLE VII

32 VACATIONS

33
34 **Section 7.1. Full-Time Employees.** A regular full-time-equivalent (1.000 FTE) employee shall be
35 entitled to ten (10) working days of vacation with pay after one (1) full year of fulltime, continuous
36 employment. Such paid vacation days shall be provided each subsequent year of continuous full-time
37 employment according to the following schedule:

38 <u>Years of Service</u>	39 <u>Days of Vacation</u>
40 1 through 4	10
41 5 through 14	15
42 15 through 19	20
43 20 and thereafter	1 day for each additional year to a maximum of 25 days.

44 **Section 7.1.1.** Vacations are to be scheduled by mutual consent, when possible, with
45 seniority as provided in Section 10.1. being considered to satisfy employees' conflicting
46 vacation requests.
47

48 **Section 7.1.2.** Paid working days of vacation shall be accruable to twenty (20) working days
49 after (3) years of continuous full-time employment.

1
2 **Section 7.1.3.** Employees shall be paid up to thirty (30) days for any accrued vacation at the
3 employee's hourly rate in effect at termination.
4

5 **Section 7.1.4.** A 260-day a year employee working less than eight hours per day will receive
6 vacation in accordance with the full-time employee schedule.
7

8 **Section 7.2. Less than Full-Time Employees.** Less than full-time-equivalent employees shall be
9 entitled to annual prorated vacation credit according to the following formula:
10

11 1. After three (3) years of service and through ten (10) years of service:

12 Forty (40) hours x employee's FTE (October 1, S-275) x hourly rate of pay = vacation credit.
13
14

15 2. After ten (10) years of service and through seventeen years (17) of service:

16 Eighty (80) hours x employee's FTE (October 1, S-275) x hourly rate of pay = vacation
17 credit.
18
19

20 3. After seventeen (17) years of service and thereafter:

21 One hundred and twenty (120) hours x employee's FTE (October 1, S-275) x hourly rate of
22 pay = vacation credit.
23
24

25 If a less-than-full-time employee is on an unpaid leave of absence, the employee's vacation credit
26 will be reduced in proportion to the number of days of the unpaid leave of absence, except that an
27 employee's vacation credit shall continue to accrue for up to six (6) months if said employee is
28 absent from duty due to an industrial accident as a result of employment by the District.
29

30 **Section 7.2.1.** Calculation of vacation credit shall be at the employee's regular hourly rate in
31 effect at the time vacation payment is made. If practical, such vacation credit shall be paid
32 with the June payroll; provided, however, that payment shall occur no later than the July
33 payroll.
34

35 **ARTICLE VIII**

36 **OTHER PAID LEAVE, GENERAL PROVISIONS**

37 **Section 8.1.** "Other Paid Leave" is defined as leave with compensation for employee illness, injury,
38 and emergencies.
39

40 **Section 8.2.** Each regular employee shall be entitled to earn other paid leave to be used for
41 employee illness, injury, (temporary disability, and maternity) or emergency leave as defined herein.
42
43
44

45 A deduction of other paid leave credit will be made for the number of hours of absence from duty, to
46 the nearest quarter hour period of time, for other paid leave taken.
47

48 **Section 8.2.1.** The District will provide family leave as required by Federal Law.
49

1 **Section 8.3.** Regular employees shall accrue other paid leave at the rate of the number of hours
2 equivalent to one normal work day for each month worked; provided, however, that no employee
3 shall accumulate less than ten (10) work days of other paid leave per full school year worked. An
4 employee must work or be on paid leave for twelve (12) days or more in any calendar month to be
5 given credit for the month.

6
7 **Section 8.4.** Any employee obtaining paid leave benefits by fraud, deceit, or falsified statement
8 shall be subject to disciplinary action or discharge.

9
10 **Section 8.5.** Other paid leave shall be accumulated to the legal limit and shall be recorded and
11 taken in increments rounded out to the nearest quarter hour.

12
13 **Section 8.6.** When an employee will be absent from work, or other paid leave, he/she will provide
14 his/her supervisor the maximum possible advance notice prior to the absence, but will attempt to
15 notify the supervisor not later than two (2) hours prior to the commencement of the employee's next
16 scheduled work day. The employee will advise the supervisor as to the type of paid leave requested,
17 pertinent facts surrounding the reason for the request, and the date on which the employee expects to
18 return to work. Unless notified otherwise, the District will assume the employee will, in fact, return
19 to work on that day. It is the responsibility and obligation of the employee to keep his/her supervisor
20 advised of the date on which the employee expects to return to work.

21
22 **Section 8.7.** The District reserves the right to require the employee to furnish written
23 documentation satisfactory to the District, which will attest to the facts regarding the leave requested
24 and/or taken.

25
26 **Section 8.8.** The District may require proof satisfactory to the District that the employee is
27 medically fit to resume the duties of his/her position before the employee returns to work.

28
29 **Section 8.9.** Maternity of a female employee is considered a temporary disability and is defined as
30 pregnancy, miscarriage, abortion, childbirth, and recovery there from for the period of time during
31 which the employee is temporarily disabled. Upon application and District approval for maternity
32 purposes, the employee is entitled to maternity leave. Such leave shall begin and end at such time as
33 the employee's physician deems necessary as verified by a written statement from the employee's
34 physician. Upon exhausting paid leave for maternity purposes, an employee may request, in writing,
35 a leave of absence without pay or benefits for the remainder of the employee's disability and/or work
36 year.

37
38 **Section 8.10. Personal Emergency. Family Illness. and Personal Leave.**

39
40 **Section 8.10.1. Personal Emergency Leave.** Up to two (2) days per year, deductible from
41 accumulated other paid leave, will be allowed an employee for personal emergencies. A
42 personal emergency is not "personal leave" but is defined as a situation that is suddenly
43 precipitated, is beyond the control of the employee, which cannot be dealt with outside of
44 working hours, and is of such nature that pre-planning is not possible or could not relieve the
45 necessity for the employee's absence. The situation cannot be one of minor importance or of
46 mere convenience but must be of a serious nature. An employee may be required to
47 substantiate that all possible alternative measures have been exhausted to resolve the situation
48 without using personal emergency leave.

1 **Section 8.10.2.** Emergency leave taken is deductible from the employee's accumulated other
2 paid leave as provided in this Article.

3
4 **Section 8.10.3. Family Illness Leave.** For reasons associated with illness or injury in the
5 employee's family, family illness leave will be granted, deductible from accumulated other
6 paid leave.

7
8 **Section 8.10.4. Personal Leave.** For undisclosed personal reasons, two (2) days per year
9 compensated personal leave shall be granted to each eligible employee, and may be
10 accumulated to a maximum of four (4) days. Personal leave is not deducted from other paid
11 leave. Personal leave may not be used if a licensed substitute is necessary and is not
12 available. Personal leave is available to the employee on the date the employee completes
13 his/her probationary period.

14
15 **Section 8.10.4.1.** Unused personal leave may be cashed out at 100% of the current
16 substitute rate for each unused day of personal leave. Application for such cash out
17 must be submitted by June 15. Payment will be on the July paycheck.

18
19 **Section 8.10.4.2. Personal leave is not available:**

- 20
21 (a) The first five (5) student work days and the last five (5) student work days of
22 the instructional year, and
23 (b) To be eligible to use personal leave on the day(s) immediately preceding or
24 following a holiday or break in the school year, the employee must give notice
25 not less than thirty (30) days in advance of such leave. An exception to the
26 above timeline may be allowed for a "once in a lifetime" event.
27 (c) A request for personal leave must be made no less than forty-eight (48) hours
28 before the day of leave. No more than 10% of a building's classified staff will
29 be granted personal leave on any one day.
30 (d) No more than three (3) days of leave may be used consecutively. An
31 employee intending to use three (3) days of discretionary personal leave days
32 consecutively must request such leave at least one month in advance of the
33 leave. The use of more than three (3) consecutive days may be appealed to the
34 Superintendent in cases of unforeseen or once-in-a-lifetime events.

35
36 **Section 8.11. Bereavement Leave.** An employee sustaining a death in his/her immediate family
37 may be granted Bereavement Leave. Immediate family is defined as the employee's spouse, child,
38 parent, grandparent, brother or sister, aunt or uncle, or the spouse's child, parent, grandparent,
39 brother, or sister or aunt or uncle. Immediate family also includes a dependent residing in the
40 household of the employee or the employee and spouse.

41
42 **Section 8.11.1.** Up to five (5) work days' absence, per occurrence, from work will be allowed
43 for bereavement. Such leave shall be compensated leave but shall not accumulate from year
44 to year.

45
46 **Section 8.11.2.** Death of a close personal friend shall constitute authorization for one day of
47 bereavement leave for the purpose of attending the funeral.
48

1 **Section 8.11.3.** Additional days of leave for bereavement may be granted by the
2 Superintendent.

3
4 **Section 8.12. State Industrial Compensation.** Employees absent from work and receiving time
5 loss payments under Washington State Workers' Compensation shall have the option of coordinating
6 such time loss benefits with sick leave or other forms of paid leave.

7
8 An employee receiving benefits under this section will retain his/her seniority for three (3) years
9 from the date of the on-the-job injury. Employees may meet with the Payroll Department to review
10 their Washington State Workers' Compensation benefit options.

11
12 **Section 8.13. Leave of Absence.** Upon recommendation of the immediate supervisor, through
13 administrative channels to the School Board, an employee may be granted an extended leave of
14 absence without District pay and/or benefits if it is determined to be in the best interest of the School
15 District for a period not to exceed one (1) year exclusive of services in the United States Armed
16 Forces.

17
18 **Section 8.13.1.** The returning employee will be assigned to an identical or similar position
19 occupied before the leave of absence if the employee has left the position for reasons of
20 health and is physically able to satisfactorily do the job. Employees on extended leave of
21 absence will notify the School District by March 1st of their intention of returning to work
22 with the School District.

23
24 **Section 8.13.2.** The employee will retain accrued other paid leave, vested vacation rights and
25 seniority rights while on leave of absence. However, vacation credits and other paid leave
26 shall not accrue while the employee is on leave of absence.

27
28 **Section 8.13.3.** The long term substitute replacement for an employee on a leave of absence
29 (without pay and/or benefits) or State Industrial Compensation leave shall be entitled to the
30 rights and responsibilities of this Agreement commencing the day the employee on either
31 leave exhausts his/her other paid leave or after thirty (30) working days in the position of the
32 employee who is replaced, whichever date is later.

33
34 **Section 8.14. Jury Duty/Subpoena Leave.** If an employee is summoned to jury duty or is
35 subpoenaed to appear as a witness in court, such employee will receive regular pay. When regular
36 pay is allowed, any compensation received as a result of jury duty or subpoena shall be signed over
37 to the District. Employees so summoned or subpoenaed for a legal action impacting the District in
38 any fashion shall not be entitled to the provisions of this section in any fashion whatsoever.

39
40 **Section 8.15. Sick Leave Buy-Back and Cash-Out.** Board Policy regarding sick leave buyback
41 and cash-out will not be altered unless negotiated with the Association.

42
43 **Section 8.16. Religious Observances.** Employees are eligible for up to two (2) days per year of
44 unpaid leave for religious observances. Such unpaid leave must be consistent with District policy
45 and Washington State statutes. Employees may meet with the Human Resources Department to
46 address questions concerning such unpaid leave.

47
48 **Section 8.17. Paid Family and Medical Leave.** The District will adhere to the requirements of the
49 Paid Family and Medical Leave effective January 1, 2019;

1
2 **Section 8.18. Unpaid Leave.** Employees will not be allowed unpaid leave, except as follows:
3 a. Such leave is required under the Family Medical Leave Act.
4 b. An emergency occurs and the employee has no other applicable leave available.
5

6 In all cases, an unpaid leave must be approved by the Superintendent or designee.
7

8 **ARTICLE IX**

9 **PROMOTION AND LAYOFF**

10
11
12 **Section 9.1.** For the purpose of layoff, promotion of employees to higher positions, and the filling
13 of new positions that may be created within the bargaining unit, seniority will normally prevail;
14 however, if the District determines that seniority rights should not govern because a junior employee
15 possesses ability and performance greater than a senior employee(s), the District shall set forth in
16 writing, if requested, to the employee(s) its reasons why the senior employee(s) was bypassed.
17

18 In the event of layoff, employees so affected will be given ten (10) calendar days notice and placed
19 on a re-employment list maintained by the District according to layoff ranking within the employee's
20 job classification. Such employees are to have priority in filling an opening in the job classification
21 held immediately prior to the layoff when they meet minimum posted job qualifications. Employees
22 shall remain on the reemployment list for up to one (1) calendar year from the date of layoff.
23

24 **Section 9.2.** Employees on layoff status shall file their addresses in writing with the Personnel
25 Office of the District and shall thereafter promptly advise the District, in writing, of any change of
26 address. An employee who fails to comply with the filing requirements of this section shall forfeit
27 their right of re-employment.
28

29 **Section 9.3.** An employee shall forfeit rights of re-employment and standing if the employee does
30 not respond in writing to an offer of re-employment within ten (10) District business work days of
31 the date of the District's "Certificate of Mailing" for the District's offer of re-employment.
32

33 **Section 9.4.** Employee benefits and seniority do not continue to accrue on layoff status.
34

35 **ARTICLE X**

36 **SENIORITY AND PROBATION**

37
38
39 **Section 10.1.** The seniority of each employee within the bargaining unit shall be established within
40 the employee's job classification and shall be as of the date on which the employee began continuous
41 daily employment ("hire date") unless such seniority shall be lost because of resignation, discharge,
42 retirement, or change in job classification.
43

44 For the purpose of Reduction in Force or Layoff, years of experience within either the E.A. or
45 Secretarial classification within the Riverview School District shall apply for seniority rights in that
46 classification if the employee is currently working in that classification.
47

48 Seniority shall not be lost or accumulated because of time on authorized leave or time spent in layoff
49 status not to exceed one (1) calendar year from date of layoff; provided that seniority and vacation

1 credits shall continue to accrue for up to six (6) months while an employee is absent from duty due to
2 an industrial accident as a result of employment by the District.

3
4 **Section 10.1.1. Paraeducator/EA II-Special Education**

5
6 When the District determines that a paraeducator/EA II-Special Education is to be transferred
7 from one building site to another building site for staffing purposes, the District will first
8 request that a paraeducator/EA II-Special Education at that site volunteer for the transfer. If
9 no paraeducator/EA II-Special Education volunteers, the District will involuntarily transfer the
10 least senior paraeducator/EA II-Special Education at that site provided such paraeducator is
11 qualified.

12
13 **Section 10.2.** Each newly hired employee shall remain in a probationary status for a period of not
14 more than sixty (60) continuous, scheduled employee work days following the date of hire. During
15 this probationary period, the District may discharge the employee at its discretion; the employee
16 shall have no recourse to any grievance procedure.

17
18 **Section 10.3.** Upon completion of the probationary period, the employee shall become a regular
19 employee and will be entitled to all rights and duties contained in this Agreement.

20
21 **Section 10.4. Maintenance/Operations Overtime.** Facility Use overtime as determined by the
22 District will be first offered to the custodian(s) assigned to the facility on the basis of seniority. If no
23 custodian at the facility accepts the overtime, the overtime will then be offered to all other employees
24 in the Maintenance/Operations job classification on the basis of seniority. This overtime will be
25 offered accordingly each time a Facility application is initiated. In the case of long-term application,
26 the overtime will be re-offered when the application is renewed.

27
28 **Section 10.4.1.** If the facility use overtime is related to grounds work, the overtime will first
29 be offered to Grounds employees on the basis of seniority. If no Grounds employees accept
30 the overtime, the overtime will be offered to all Maintenance/Operations employees on the
31 basis of seniority. The rule regarding new and continuing facility use requests applies here
32 also.

33
34 **ARTICLE XI**

35
36 **JOB VACANCIES**

37
38 **Section 11.1.** Employees of the bargaining unit may apply for and shall receive first consideration
39 by the District for job vacancies or new positions which occur within the employee's general job
40 classification.

41
42 **Section 11.2.** The District shall post open positions for five (5) working days.

43
44 **Section 11.2.1.** Before calling outside applicants to interview, the District shall first review
45 and consider all applications submitted by in-District employees.

46
47 **Section 11.2.2.** The District will interview District employees whose application materials
48 demonstrate that they meet the posted job qualifications prior to interviewing outside
49 applicants.

1
2 **Section 11.3.** “Consideration” for the purpose of Section 11.1. and Section 11.2. shall be defined as
3 review of each component of an employee's application as specified in the job posting.
4

5 **Section 11.4.** The District may identify three (3) positions per year as exempt from Section 11.2.2.
6 and Section 9.1. The District will notify the Association of their intent to exempt a position in
7 writing prior to posting the position. Interview teams for exempt positions shall include at least one
8 (1) Association member. These exemptions shall not be cumulative.
9

10 **Section 11.5.** Increases in time of one hour or less for employees in positions of Clerical or
11 Educational Assistants shall be appropriate if offered according to the following restrictions:
12

13 ***Section 11.5.1.** The hour or less was offered consistent with Article IX Section 9.1., to the
14 most senior person in the general job classification at that job site.
15

16 *Exception: When one (1) hour or less increase has been approved for accretion to a specific
17 position within the general job classification, e.g. Title I Educational Assistant II; Special
18 Education Educational Assistant II, Educational Assistant for Blind and Visually Impaired
19 (Brailist), Lunch Room Cashier.
20

21 **Section 11.5.2.** The total hours of that job would not exceed the original bid hours for the
22 position by more than two hours per assigned work day.
23

24 **Section 11.5.3.** The Association is formally notified of the increased time one week prior to
25 the effective date.
26

27 Increases in time in excess of the provisions of this Agreement shall be offered for bid as a
28 new position or the additional hours may be offered as an additional position. (Example - A
29 four-hour position is held by bid. An increase of three additional hours is desired. The
30 District may either post seven hours or three hours.)
31

32 **ARTICLE XII**

33 **DISCIPLINE, DISCHARGE AND TERMINATION**

34 **Section 12.1.** The District shall have the right to discipline or discharge a regular employee for just
35 cause. The discharge of any employee for cause may be immediate without prior written notice.
36

37 **Section 12.1.1. Progressive Discipline**

38 Discipline will be progressive and will normally include the following steps:
39

- 40 A. Verbal warning
- 41 B. Written reprimand
- 42 C. Suspension with pay
- 43 D. Suspension without pay
- 44 E. Discharge

45 However, a disciplinary action will be appropriate to the seriousness of the infraction and the
46 District may bypass any of the above step(s) to administer discipline.
47
48

49 **Section 12.2.** In the event that an employee voluntarily terminates his/her employment with the

1 District, the employee must provide the District with not less than fifteen (15) calendar days' written
2 notice.

3
4 **Section 12.3.** Should the District decide to layoff any less-than-twelve-month employee, the
5 employee shall be notified in writing prior to July 15th if practical.

6 7 **ARTICLE XIII**

8 **INSURANCE**

9
10 **Section 13.1.** For each year of this Agreement, each bargaining unit employee with a fulltime
11 equivalent (1.000 FTE = 1,440 hours per year) assignment shall be eligible for up to the State
12 authorized amount per month for District paid insurance premium for District approved medical,
13 dental, and vision insurance. The District shall fund RCA contributions from local funds.

14
15 **Section 13.2.** For each year of this agreement, District contribution toward classified employees'
16 insurance premiums will be calculated by the District so that State funding for Basic Education
17 Allocation (BEA) classified bargaining unit employee insurance premium costs will be distributed to
18 the extent of such State funds that are funded to and received by the District; non-BEA bargaining
19 unit employees shall be eligible for the same insurance benefits as BEA employees. The intent of the
20 parties is to provide insurance benefits on the basis of 1,440 hours, if the State so provides.
21 Calculations for insurance premium costs shall be completed no later than the October payroll.

22
23 Each year of this Agreement, the District will pay the additional amount required for the Health Care
24 Authority (HCA) retiree insurance reserve fund.

25
26 **Section 13.3.** Bargaining unit employee premiums for Dental and Vision Insurance shall be first
27 deducted from each employee's eligible insurance amount. Remaining money, if any, may be applied
28 to bargaining unit employee's Medical Insurance premiums. Funds not expended for individual
29 medical insurance premium costs will be "pooled" and will be used to pay toward the premium costs
30 for employees whose medical insurance premium costs exceed their initial amount for which the
31 employee is eligible.

32
33 **Section 13.4.** Each bargaining unit employee's FTE shall be estimated for the September payroll or
34 the employee's first month of employment. FTE shall be corrected, if necessary, for the November
35 payroll and may be additionally corrected as required by the District Business Services Office.

36
37 **Section 13.5.** Employees hired after September 1, 1991, for three (3) hours or more each assigned
38 day of work are eligible for District-paid insurance premiums.

39
40 **Section 13.6.** Employees may participate in the District's IRS Section 125 Cafeteria Plan.

41
42 **Section 13.7.** The District will offer the option of VEBA III for those who qualify.

43 44 **ARTICLE XIV**

45 46 **GRIEVANCE PROCEDURE**

47
48 **Section 14.1. Definitions.** A grievance is defined as an alleged violation of this Agreement. A
49 grievant is an employee or group of employees covered by this Agreement who file a written

1 grievance. Days shall mean District business days, i.e., those days on which the District's
2 administrative offices are open for business, unless otherwise specified.

3
4 **Section 14.2. Informal Step.** If an employee believes there may be a grievance, the employee shall
5 first discuss the grievance with the employee's immediate supervisor. The purpose of this discussion
6 is to attempt to resolve the problem before a written grievance is filed.

7
8 **Section 14.3. Step One.** If the problem is not resolved at the informal step, the grievant may file a
9 written grievance with his/her immediate supervisor. A written grievance must be submitted within
10 fifteen (15) days of the alleged violation of this Agreement and must contain as a minimum the
11 following information:

- 12
13 A. The specific facts giving rise to the grievance.
14 B. The section(s) of this Agreement allegedly violated.
15 C. The specific remedy sought.

16
17 Grievances must be signed and dated by the grievant(s). Within ten (10) days of receipt of the
18 written grievance, the immediate supervisor shall provide the grievant with a written response.

19
20 **Section 14.4. Step Two.** If the grievance is not resolved at Step One, the grievant may, within ten
21 (10) days, submit the grievance to the Superintendent or the Superintendent's designee. Within ten
22 (10) days of receipt of the written grievance, the Superintendent or the Superintendent's designee
23 shall provide the grievant with a written response.

24
25
26 **Section 14.5. Step Three.** If the grievance is not resolved at Step Two, and the Association believes
27 the grievance to be valid, the grievant may, within ten (10) days, submit the grievance to the
28 Riverview School District Board of Directors for consideration. The Board of Directors shall have
29 twenty-five (25) days from receipt of the grievance to resolve the matter and provide a written
30 response.

31
32 The employee and/or the Association retain the right to appear before the Board of Directors to
33 explain the grievance. The Board of Directors may call upon the employee and/or other District
34 personnel to appear before the Board to explain facts related to the grievance.

35
36 The Board, at its option and by written notification to the grievant and the Association, may elect to
37 bypass Step Three.

38
39 **Section 14.6. Step Four (Arbitration).** If the grievance is not resolved at Step Three, and the
40 Association believes the grievance to be valid, the grievant and/or the Association, within fifteen
41 (15) days following receipt of written notice of the determination made at Step Three, may demand
42 arbitration of the grievance. The grievance shall then be submitted to final and binding arbitration.
43 The Association will request a list of arbitrators from the American Arbitration Association (AAA),
44 or the F.M.C.S., or submit to P.E.R.C. arbitration. The arbitration shall be conducted according to the
45 Voluntary Labor Arbitration Rules of the AAA unless either party objects in writing within ten (10)
46 days following the receipt of the demand for arbitration.

47
48 **Section 14.6.1. Fees and Expenses.** The parties agree that the arbitrator's fee and expenses,
49 if any, shall be borne by the non-prevailing party. In the event that the nature of the award

1 could cause doubt concerning which party prevailed, the arbitrator shall designate the
2 prevailing party in the award. Other expenses, including stenographic record, if such a record
3 is requested, shall be borne by the party incurring such expenses or requesting the record. In
4 the event that one party requests stenographic record, the other party may request and receive
5 a copy by agreeing to equally share the cost of the record.

6
7 **Section 14.6.2. Jurisdiction of the Arbitrator.** The arbitrator shall have no power to add to,
8 subtract from or in any way modify the express terms of the Agreement. The arbitrator shall
9 confine his or her inquiry to specific sections of the Agreement as cited in the grievance
10 form. The arbitrator shall make no awards nor substitute his or her knowledge for the
11 expressed provisions of the contract under question. The arbitrator shall have no power to
12 require the District to act contrary to law, and will have no power to award punitive damages.

13
14 **Section 14.7. Time Limits.** The time limits provided in this Article shall be strictly observed
15 unless extended by written agreement of the parties. Failure of the grievant to proceed with a
16 grievance within the times herein before provided shall result in dismissal of the grievance. Failure
17 of the immediate supervisor or Superintendent or the Superintendent's designee to take action within
18 the time provided shall entitle the grievant to proceed to the next step in the grievance procedure.

19
20 **Section 14.8. Association Representation.** A grievant may have an Association representative
21 present at District scheduled meeting which require the presence of the grievant and which are held
22 to investigate a written grievance.

23
24 **Section 14.9.** Meetings and hearings held according to this Article shall be scheduled by mutual
25 agreement; provided, however, that when possible, such meetings and hearings shall take place on
26 District time. The employer shall not discriminate against any employee or the Association for taking
27 action under this Article.

28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

ARTICLE XV

CREDITING EXPERIENCE

Section 15.1. When an employee is newly hired, or is assigned a new job classification, such
employee's work experience may be allowed by the District for placement of the employee on
Schedule A.

ARTICLE XVI

SALARIES, COMPENSATION AND RELATED PROVISIONS

Section 16.1. Salary Schedule A. Salary schedules are effective for the period September 1, 2018,
through August 31, 2021, and subject to Section 18.1. The salary schedule for each year of this
Agreement appears in Appendix A.

For the 2018-2019 School Year:

3.1% hourly pay increase (Step One, Step Two, and Step Three of Schedule A).

For the 2019-2020 School Year:

4.9% hourly pay increase (Step One, Step Two, and Step Three of Schedule A).

1
2 Add longevity C entering the twentieth year: Fifty cents (\$.50) for a total of \$1.00 per hour. (See
3 Schedule A)

4 **For the 2020-2021 School Year:**

5 4.9% hourly pay increase (Step One, Step Two and Step Three of Schedule A).
6

7 **Section 16.2. Payroll Checks.** Payroll checks shall be issued to employees on the last District
8 business office day of each month. Compensation for vacation credit will be paid via a separate pay
9 check, if possible, in June but no later than July of each year.

10
11 **Section 16.3. Mechanic Certification Premium Pay.** Each mechanic who obtains and maintains a
12 Master School Bus Technician will be granted an additional one dollar (\$1.00) per hour.
13

14
15 **ARTICLE XVII**

16
17 **DUES CHECK OFF**

18
19 **Section 17.1.** Upon written authorization of the employees of the bargaining unit, the District shall
20 deduct from the employee's monthly pay the monthly amount of dues as certified by the Secretary of
21 the Association and shall transmit such dues to the Treasurer of the Public School Employees of
22 Washington.
23

24 **Section 17.2.** It is agreed that as a condition of employment, all employees covered by this
25 Agreement not now members of the Association shall become members within thirty (30) days of the
26 signing of this Agreement, and new employees shall become members within thirty (30) days of
27 employment. The rights of non-association of employees, based on bona fide religious tenants or
28 teaching of a church or religious body of which such employee is a member, are safeguarded in
29 accordance with RCW 41.56.122. The District will follow the requirements of the law.
30

31 **Section 17.3 COPE (Committee on Political Empowerment).** The District shall, upon receipt of
32 a written authorization form that conforms to legal requirements, deduct from the pay of such
33 bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction
34 for political purposes and shall transmit the same to the Union. The employee may revoke the
35 request at any time by submitting a written request. At least annually, the employee shall be notified
36 by Public School Employees about the right to revoke the request.
37

38 **Section 17.4.** The Association shall indemnify the employer and save it harmless against any and all
39 claims, demands, suits or other forms of liability that shall arise out of or by reason of any action
40 taken by the District at the request of the Association for the purpose of complying with this Article,
41 provided that the action taken or not taken is in accordance with such request.
42

43
44 **ARTICLE XVIII**

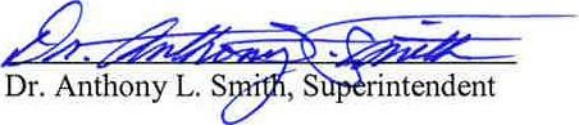
45
46 **DURATION AND SEPARABILITY**
47

1 **Section 18.1.** This Agreement shall become effective September 1, 2018, and shall expire August
2 31,2021; provided, however, that this Agreement may be reopened upon mutual consent of both
3 parties in writing, or pursuant to applicable provisions contained in Article XVI.

4
5 **Section 18.2.** If any provision of this Agreement, or the application of any such provision, is held
6 invalid by court of law, the remainder of this Agreement shall not be affected thereby.
7

8
9
10 PUBLIC SCHOOL EMPLOYEES RIVERVIEW SCHOOL DISTRICT
11 OF RIVERVIEW

12
13
14
15 BY: 
16 _____
17 Kory Loresch, Charter President

15 BY: 
16 _____
17 Dr. Anthony L. Smith, Superintendent

18
19 DATE: August 15, 2018

19 DATE: August 15, 2018

20
21
22
23 Approved by the Riverview Board of Directors on August 14, 2018.
24

PSE Appendix A - Salary Schedule for 2018-2019

3.1% Increase

SECRETARIAL/CLERICAL	Step One	Step Two	Step Three	Longevity A	Longevity B
Program Assistant	19.30	20.11	22.60	22.75	23.10
Secretary I	17.64	18.45	19.29	19.44	19.79
Secretary II	18.49	19.31	21.14	21.29	21.64
Secretary III	20.24	21.08	23.68	23.83	24.18
Registrar, High School	19.40	20.24	22.18	22.33	22.68
Registrar, Middle School	19.40	20.24	22.18	22.33	22.68
Clerk	16.02	16.75	17.63	17.78	18.13

EDUCATIONAL ASSISTANTS					
Special Education Paraprofessionals	17.36	18.00	19.24	19.39	19.74
Ed Asst	15.98	16.70	17.85	18.00	18.35

FOOD SERVICES					
Central Kitchen/High School Managing Cook	18.37	19.23	20.08	20.23	20.58
Cook I	15.78	16.58	17.32	17.47	17.82
Cook I - Delivery	17.60	18.44	19.27	19.42	19.77
Cook II	17.60	18.44	19.27	19.42	19.77
Server	14.59	15.31	16.01	16.16	16.51
Cashier	15.29	15.98	16.81	16.96	17.31

MAINTENANCE/OPERATIONS					
Grounds I	20.21	21.17	22.91	23.06	23.41
Grounds II	23.03	24.13	26.12	26.27	26.62
Grounds III	26.54	27.74	29.06	29.21	29.56
Maintenance I	20.21	21.17	22.91	23.06	23.41
Maintenance II	23.49	24.59	26.62	26.77	27.12
Maintenance III	27.05	28.28	29.63	29.78	30.13
Custodian I, ELEM	19.25	20.19	21.11	21.26	21.61
Custodian II, ELEM	20.08	21.15	22.86	23.01	23.36
Custodian I, MS	19.77	20.70	21.59	21.74	22.09
Custodian II, MS	20.35	21.47	23.12	23.27	23.62
Custodian I, HS	19.92	20.85	21.79	21.94	22.29
Custodian II, HS	20.80	21.87	23.53	23.68	24.03
Security	17.95	18.83	19.89	20.04	20.39
HS Stadium & Grounds Monitor	22.53	23.56	24.56	24.71	25.06

TRANSPORTATION					
Dispatcher/Router	22.26	22.98	23.66	23.81	24.16
Mechanic	24.60	25.80	28.58	28.73	29.08
Driver	20.29	21.21	22.64	22.79	23.14
Bus Transportation Liaison	20.29	21.21	22.64	22.79	23.14
Service Specialist	20.72	21.57	22.94	23.09	23.44
Driver Trainer	20.94	21.87	23.26	23.41	23.76
Mechanic/Shop Foreman	25.28	26.48	29.25	29.40	29.75

ADMIN ASSIST/SPECIALISTS					
Title I Family Engagement Specialist	23.74	24.73	25.79	25.94	26.29
Career & College Readiness Specialist	23.74	24.73	25.79	25.94	26.29
District Support Specialist	23.74	24.73	25.79	25.94	26.29
Certified Occupational Therapist Asst.	23.74	24.73	25.79	25.94	26.29
Specialist, Interpreter	20.99	21.94	22.84	22.99	23.34
EA for the Blind and Visually Impaired (Braille)	20.99	21.94	22.84	22.99	23.34
Specialist, Day Care	20.99	21.94	22.84	22.99	23.34
Technology Support Specialist I	23.03	24.13	26.12	26.27	26.62
Technology Support Specialist II	26.54	27.74	29.06	29.21	29.56

Footnotes to Schedule A:

Step One rate shall be applicable from the date of hire.

Step Two rate shall be applicable at the beginning of the employee's second year of service as defined in Section 5.2 of this Agreement.

Step Three rate shall be applicable at the beginning of the employee's sixth (6th) year of service as defined in Section 5.2 of this Agreement.

Longevity: Employees who will be entering their tenth (10th) or more consecutive year of employment as an educational classified employee in the State of Washington shall be credited with fifteen cents (\$0.15) per hour of longevity pay (A). Employees who will be entering their fifteenth (15th) or more consecutive years of employment as an educational classified employee in the State of Washington shall be credited with an additional thirty-five cents (\$0.35) per hour of longevity pay for a total of fifty cents (\$0.50) per hour of longevity pay (B).

PSE Appendix A - Salary Schedule for 2019-2020

4.9% Increase

SECRETARIAL/CLERICAL	Step One	Step Two	Step Three	Longevity A	Longevity B	Longevity C
Program Assistant	20.25	21.10	23.71	23.86	24.21	24.71
Secretary I	18.50	19.36	20.24	20.39	20.74	21.24
Secretary II	19.39	20.26	22.17	22.32	22.67	23.17
Secretary III	21.23	22.12	24.84	24.99	25.34	25.84
Registrar, High School	20.35	21.23	23.26	23.41	23.76	24.26
Registrar, Middle School	20.35	21.23	23.26	23.41	23.76	24.26
Clerk	16.81	17.57	18.49	18.64	18.99	19.49
EDUCATIONAL ASSISTANTS						
Special Education Paraprofessionals	18.21	18.88	20.18	20.33	20.68	21.18
Ed Asst	16.76	17.52	18.72	18.87	19.22	19.72
FOOD SERVICES						
Central Kitchen/High School Managing Cook	19.27	20.17	21.07	21.22	21.57	22.07
Cook I	16.56	17.39	18.17	18.32	18.67	19.17
Cook I - Delivery	18.46	19.35	20.21	20.36	20.71	21.21
Cook II	18.46	19.35	20.21	20.36	20.71	21.21
Server	15.30	16.06	16.80	16.95	17.30	17.80
Cashier	16.04	16.76	17.63	17.78	18.13	18.36
MAINTENANCE/OPERATIONS						
Grounds I	21.20	22.20	24.03	24.18	24.53	25.03
Grounds II	24.16	25.31	27.39	27.54	27.89	28.39
Grounds III	27.84	29.10	30.49	30.64	30.99	31.49
Maintenance I	21.20	22.20	24.03	24.18	24.53	25.03
Maintenance II	24.64	25.79	27.92	28.07	28.42	28.92
Maintenance III	28.38	29.67	31.08	31.23	31.58	32.08
Custodian I, ELEM	20.19	21.18	22.15	22.30	22.65	23.15
Custodian II, ELEM	21.07	22.18	23.98	24.13	24.48	24.98
Custodian I, MS	20.74	21.72	22.65	22.80	23.15	23.65
Custodian II, MS	21.35	22.52	24.25	24.40	24.75	25.25
Custodian I, HS	20.89	21.87	22.85	23.00	23.35	23.85
Custodian II, HS	21.81	22.94	24.68	24.83	25.18	25.68
Security	18.83	19.75	20.86	21.01	21.36	21.86
HS Stadium & Grounds Monitor	23.63	24.71	25.76	25.91	26.26	26.76
TRANSPORTATION						
Dispatcher/Router	23.35	24.11	24.82	24.97	25.32	25.82
Mechanic	25.81	27.06	29.98	30.13	30.48	30.98
Driver	21.28	22.25	23.75	23.90	24.25	24.75
Bus Transportation Liaison	21.28	22.25	23.75	23.90	24.25	24.75
Service Specialist	21.74	22.63	24.06	24.21	24.56	25.06
Driver Trainer	21.97	22.94	24.40	24.55	24.90	25.40
Mechanic/Shop Foreman	26.52	27.77	30.68	30.83	31.18	31.68
ADMIN ASSIST/SPECIALISTS						
Title I Family Engagement Specialist	24.91	25.95	27.05	27.20	27.55	28.05
Career & College Readiness Specialist	24.91	25.95	27.05	27.20	27.55	28.05
District Support Specialist	24.91	25.95	27.05	27.20	27.55	28.05
Certified Occupational Therapist Asst.	24.91	25.95	27.05	27.20	27.55	28.05
Specialist, Interpreter	22.02	23.01	23.96	24.11	24.46	24.96
EA for the Blind and Visually Impaired (Brailist)	22.02	23.01	23.96	24.11	24.46	24.96
Specialist, Day Care	22.02	23.01	23.96	24.11	24.46	24.96
Technology Support Specialist I	24.16	25.31	27.39	27.54	27.89	28.39
Technology Support Specialist II	27.84	29.10	30.49	30.64	30.99	31.49

Footnotes to Schedule A:

Step One rate shall be applicable from the date of hire.

Step Two rate shall be applicable at the beginning of the employee's second year of service as defined in Section 5.2 of this Agreement.

Step Three rate shall be applicable at the beginning of the employee's sixth (6th) year of service as defined in Section 5.2 of this Agreement.

Longevity: Employees who will be entering their tenth (10th) or more consecutive year of employment as an educational classified employee in the State of Washington shall be credited with fifteen cents (\$0.15) per hour of longevity pay (A). Employees who will be entering their fifteenth (15th) or more consecutive years of employment as an educational classified employee in the State of Washington shall be credited with an additional thirty-five cents (\$0.35) per hour of longevity pay for a total of fifty cents (\$0.50) per hour of longevity pay (B). Employees who will be entering their twentieth (20th) or more consecutive years of employment as an educational classified employee in the State of Washington shall be credited with an additional fifty cents (\$0.50) per hour of longevity pay for a total one dollar (\$1.00) per hour of longevity pay (C).

PSE Appendix A - Salary Schedule for 2020-2021

4.9% Increase

SECRETARIAL/CLERICAL	Step One	Step Two	Step Three	Longevity A	Longevity B	Longevity C
Program Assistant	21.24	22.13	24.87	25.02	25.37	25.87
Secretary I	19.41	20.31	21.23	21.38	21.73	22.23
Secretary II	20.34	21.25	23.26	23.41	23.76	24.26
Secretary III	22.27	23.20	26.06	26.21	26.56	27.06
Registrar, High School	21.35	22.27	24.40	24.55	24.90	25.40
Registrar, Middle School	21.35	22.27	24.40	24.55	24.90	25.40
Clerk	17.63	18.44	19.40	19.55	19.90	20.40
EDUCATIONAL ASSISTANTS						
Special Education Paraprofessionals	19.11	19.81	21.17	21.32	21.67	22.17
Ed Asst	17.58	18.38	19.64	19.79	20.14	20.64
FOOD SERVICES						
Central Kitchen/High School Managing Cook	20.22	21.16	22.10	22.25	22.60	23.10
Cook I	17.37	18.24	19.06	19.21	19.56	20.06
Cook I - Delivery	19.37	20.30	21.20	21.35	21.70	22.20
Cook II	19.37	20.30	21.20	21.35	21.70	22.20
Server	16.05	16.85	17.62	17.77	18.12	18.62
Cashier	16.82	17.58	18.49	18.64	18.99	19.49
MAINTENANCE/OPERATIONS						
Grounds I	22.24	23.29	25.21	25.36	25.71	26.21
Grounds II	25.35	26.55	28.74	28.89	29.24	29.74
Grounds III	29.20	30.53	31.98	32.13	32.48	32.98
Maintenance I	22.24	23.29	25.21	25.36	25.71	26.21
Maintenance II	25.84	27.06	29.29	29.44	29.79	30.29
Maintenance III	29.77	31.12	32.61	32.76	33.11	33.61
Custodian I, ELEM	21.18	22.21	23.23	23.38	23.73	24.23
Custodian II, ELEM	22.10	23.27	25.15	25.30	25.65	26.15
Custodian I, MS	21.76	22.78	23.76	23.91	24.26	24.76
Custodian II, MS	22.40	23.62	25.44	25.59	25.94	26.44
Custodian I, HS	21.92	22.94	23.97	24.12	24.47	24.97
Custodian II, HS	22.88	24.06	25.89	26.04	26.39	26.89
Security	19.75	20.72	21.88	22.03	22.38	22.88
HS Stadium & Grounds Monitor	24.79	25.92	27.02	27.17	27.52	28.02
TRANSPORTATION						
Dispatcher/Router	24.49	25.29	26.04	26.19	26.54	27.04
Mechanic	27.07	28.39	31.45	31.60	31.95	32.45
Driver	22.33	23.34	24.91	25.06	25.41	25.91
Bus Transportation Liaison	22.33	23.34	24.91	25.06	25.41	25.91
Service Specialist	22.80	23.73	25.24	25.39	25.74	26.24
Driver Trainer	23.04	24.06	25.59	25.74	26.09	26.59
Mechanic/Shop Foreman	27.82	29.13	32.19	32.34	32.69	33.19
ADMIN ASSIST/SPECIALISTS						
Title I Family Engagement Specialist	26.13	27.22	28.37	28.52	28.87	29.37
Career & College Readiness Specialist	26.13	27.22	28.37	28.52	28.87	29.37
District Support Specialist	26.13	27.22	28.37	28.52	28.87	29.37
Certified Occupational Therapist Asst.	26.13	27.22	28.37	28.52	28.87	29.37
Specialist, Interpreter	23.10	24.14	25.13	25.28	25.63	26.13
EA for the Blind and Visually Impaired (Brailist)	23.10	24.14	25.13	25.28	25.63	26.13
Specialist, Day Care	23.10	24.14	25.13	25.28	25.63	26.13
Technology Support Specialist I	25.35	26.55	28.74	28.89	29.24	29.74
Technology Support Specialist II	29.20	30.53	31.98	32.13	32.48	32.98

Footnotes to Schedule A:
 Step One rate shall be applicable from the date of hire.
 Step Two rate shall be applicable at the beginning of the employee's second year of service as defined in Section 5.2 of this Agreement.
 Step Three rate shall be applicable at the beginning of the employee's sixth (6th) year of service as defined in Section 5.2 of this Agreement.
 Longevity: Employees who will be entering their tenth (10th) or more consecutive year of employment as an educational classified employee in the State of Washington shall be credited with fifteen cents (\$0.15) per hour of longevity pay (A). Employees who will be entering their fifteenth (15th) or more consecutive years of employment as an educational classified employee in the State of Washington shall be credited with an additional thirty-five cents (\$0.35) per hour of longevity pay for a total of fifty cents (\$0.50) per hour of longevity pay (B). Employees who will be entering their twentieth (20th) or more consecutive years of employment as an educational classified employee in the State of Washington shall be credited with an additional fifty cents (\$0.50) per hour of longevity pay for a total one dollar (\$1.00) per hour of longevity pay (C).

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EXHIBIT I

GUIDELINES FOR ASSOCIATION EMPLOYEE COMPENSATORY TIME
(Time off in lieu of overtime pay)

The rules for utilizing compensatory time (comp-time) are as follows:

1. Compensatory time may be utilized only by agreement with the employee. The supervisor may not unilaterally mandate that employees use compensatory time in lieu of overtime pay. Agreement to use compensatory time should be in writing with the employee and with the approval of the employee's supervisor.
2. The compensatory time agreement does not need to be the same for all employees. For some employees the supervisor may wish to grant comp-time, for others they may wish to pay for hours worked in excess of scheduled hours.
3. Compensatory time shall be calculated in the same manner as overtime pay; if the employee has worked forty (40) hours in a given work week, then comp-time shall be allowed at one and one-half (1-1/2) hours for every hour of overtime worked.
4. Compensatory time may not accrue over two hundred forty (240) hours per employee. (That is 160 hours, if calculated at time and one-half.)
5. School-year employees must use accrued compensatory time within the same school year as accrued. If they are not able to utilize comp-time prior to the end of their scheduled work year, then they shall be "cashed-out" for accrued compensatory time.
6. Two hundred sixty (260) day employees must use accrued compensatory time within twelve months of accrual. Supervisors shall review records quarterly, in January, April, July, and October to verify usage of comp-time or authorize payment to the employee.
7. An employee who has accrued compensatory time and requests use of the time must be permitted to use the time off within a reasonable period after making the request if it does not unduly disrupt the operations of the school or program.
8. All employees shall be "cashed-out" of accrued compensatory time upon termination of employment (discharge, resignation, or retirement).
9. It is the responsibility of the supervisor to keep accurate and up-to-date records of compensatory time accrued and used.