

**Pullman Educational Support Personnel
2023 Bargaining Session**

**School District's November 30, 2023
Proposals & Counterproposals**

Presenter: Association
Provision: Article I, New Section
Title: Prohibition of Unilateral Action
Date: November 30, 2023

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Association's Proposal

Prohibition of Unilateral Action

The District will not take any actions affecting wages, hours and other terms and conditions of employment as defined in in the RCW which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

District's Counter Proposal

Respectfully decline.

Presenter: Association
Provision: Article I, § 1
Title: Definitions
Date: November 30, 2023

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Association Proposal

J. ~~“Seniority” shall mean as the first date on which the employee began continuous daily employment within the bargaining unit, hereinafter called the “hire date”.~~ Seniority is defined in Article III Section 7 Seniority and Probation.

District’s Counter Proposal

J. **“Unit Seniority”** shall mean as the first date on which the employee began continuous daily employment within the bargaining unit, hereinafter called the **“unit hire date.”**

...

O. **“Classification Seniority”** shall mean as the first date on which the employee began continuous daily employment within a classification, hereinafter called the **“classification hire date.”**

P. **“Classification”** shall mean the job classification an employee works within. There are two classifications, Custodial and Central District Office.

Q. **“Worksite”** shall mean the primary location of work for the employee.

Presenter: Association
Provision: Article I, § 3
Title: Job Descriptions
Date: November 30, 2023

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Association's Proposal

A. Descriptions for all positions subject to this Agreement shall be made available upon request. It is agreed that direct supervision of students shall not be included in the job description.

1. All job descriptions shall be available for review upon request. When a job description for a bargaining unit position has been newly created or revised, a copy will be provided to the affected employees and the Association.

B. When an employee feels that they are being asked to perform duties outside their job description, the employee may discuss the concern with their supervisor. Employees shall have the right to representation by the Association in any discussions with their supervisor. **If not satisfied after a discussion with their supervisor, the association may bring the issue to Labor Management.**

C. Other duties as assigned are intended to be reasonable and consistent with the scope and intent of the job/position.

District's Counter Proposal

A. Descriptions for all positions subject to this Agreement shall be made available upon request. It is agreed that direct supervision of students shall not be included in the job description.

1. All job descriptions shall be available for review upon request. When a job description for a bargaining unit position has been newly created or revised, a copy will be provided to the affected employees and the Association.

B. When an employee feels that they are being asked to perform duties outside their job description, the employee may discuss the concern with their supervisor. Employees shall have the right to representation by the Association in any discussions with their supervisor. **If the employee is still not satisfied, then prior to filing a grievance, the Association will seek to resolve the matter at Labor Management.**

C. When a job description includes, "Other Duties As Assigned," such other duties will be reasonably related to the department, role, and responsibilities of the position.

Presenter: District
Provision: Article I, § 9
Title: Contracting Out
Date: November 30, 2023

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Association's Counter Proposal

All work customarily performed by the School District in its own facilities with its own employees shall continue to be performed by them.

A. Custodial Services: Customary custodial services may not be subcontracted, except for temporary emergency situations requiring immediate action to meet established school timelines, avoid damage to facilities or safeguard students/employees.

B. Central District Office Services: Customary office services may not be subcontracted, except when a project is temporary in nature and either beyond the scope of the position or beyond the skill set of the employee and the employee cannot reasonably acquire such skill set in the time necessary to implement the project. **Temporary shall be defined as no more than 10 business days.**

District's Proposal

All work customarily performed by the School District in its own facilities with its own employees shall continue to be performed by them.

A. Custodial Services: Customary custodial services may not be subcontracted, except for temporary emergency situations requiring immediate action to meet established school timelines, avoid damage to facilities or safeguard students/employees.

B. Central District Office Services: Customary office services may not be subcontracted, except when a project is temporary in nature and either beyond the scope of the position or beyond the skill set of the employee and the employee cannot reasonably acquire such skill set in the time necessary to implement the project.

1. For this subsection, temporary means a project that is one-time, non-reoccurring, or typically less than one month in length.
2. This restriction on subcontracting work does not prohibit the District from entering into a contract for the purchase of goods or services that includes installation or set-up assistance as part of the purchase.

Presenter: District
Provision: Article IV, § 1
Title: Hours of Work
Date: November 30, 2023

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Association Counterproposal

A. Lunch and Rest Periods:

Lunch and rest periods will follow the Rest Breaks, Meal Periods & Schedules rules as outlined by the Washington Department of Labor & Industries. [This provision shall not apply to exempt employees.](#)

1. **For Custodian Job Classification:** Each employee working more than five hours per day shall be entitled to a minimum thirty (30) minute duty-free meal period. The meal period will be scheduled as near to the middle of the shift as possible and should occur between the second and fifth hour of the shift. The scheduled uninterrupted meal period will be unpaid.

2. Employees shall receive a fifteen-minute rest period during each four hours of work, not to exceed two such breaks during a regular eight-hour day. Breaks must occur as close to the midpoint of a work period as possible but no later than three (3) hours after the start of a shift or meal break. Employees must stay on site during a rest period, unless they have permission from their supervisor.

2. **For Classified Central District Office Employees job classifications:** Each employee working more than five hours per day shall choose between a thirty (30) minute or sixty (60) minute duty-free meal period. The meal period should be scheduled as near to the middle of the shift as possible and should occur between the third and sixth hour of the shift. The scheduled uninterrupted meal period will be unpaid.

Employees shall receive a fifteen-minute rest period during each four hours of work, not to exceed two such breaks during a regular eight-hour day. Breaks should occur as close to the midpoint of a work period as possible but no later than three (3) hours after the start of a shift or meal break.

3. During an employee's unpaid lunch employees will not be required to be on call, to possess a district issued radio, or to return any phone calls or text messages from any other employees.

4. Employees required to work through their scheduled meal period will be given time to eat as soon as possible at a time agreed upon by the employee and supervisor. In the event the District requires and authorizes an employee to forego a meal period and the employee works the entire shift, including the meal period, the employee shall be compensated for the foregone meal period at overtime rates

if such work causes the employee to work more than eight (8) hours during that shift.

District's Proposal

A. Lunch and Rest Periods:

Lunch and rest periods will follow the Rest Breaks, Meal Periods & Schedules rules as outlined by the Washington Department of Labor & Industries. [This provision shall not apply to exempt employees.](#)

1. **Custodial Classification:** Each employee working more than five hours per day shall be entitled to a minimum thirty (30) minute duty-free meal period. The meal period will be scheduled as near to the middle of the shift as possible and should occur between the second and fifth hour of the shift. The scheduled uninterrupted meal period will be unpaid.

2. Employees shall receive a fifteen-minute rest period during each four hours of work, not to exceed two such breaks during a regular eight-hour day. Breaks must occur as close to the midpoint of a work period as possible but no later than three (3) hours after the start of a shift or meal break. Employees must stay on site during a rest period, unless they have permission from their supervisor.

2. **Central District Office Classification:** Each employee working more than five hours per day shall be entitled to a sixty (60) minute duty-free meal period. The meal period should be scheduled as near to the middle of the shift as possible and should occur between the second and fifth hour of the shift. The scheduled uninterrupted meal period will be unpaid.

Employees shall receive a fifteen-minute rest period during each four hours of work, not to exceed two such breaks during a regular eight-hour day. Breaks should occur as close to the midpoint of a work period as possible but no later than three (3) hours after the start of a shift or meal break.

3. During an employee's unpaid lunch employees will not be required to be on call, to possess a district issued radio, or to return any phone calls or text messages from any other employees.

4. Employees required to work through their scheduled meal period will be given time to eat as soon as possible at a time agreed upon by the employee and supervisor. In the event the District requires and authorizes an employee to forego a meal period and the employee works the entire shift, including the meal period, the employee shall be compensated for the foregone meal period at overtime rates if such work causes the employee to work more than eight (8) hours during that shift.

Presenter: District
Provision: Article IV, § 2
Title: Summer Hours
Date: November 30, 2023

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Association's Counterproposal

- A. One (1) full week after the last day of school, employees may, as a team at each ~~school~~ **work site** in consultation and agreement with the ~~school principal~~ **supervisor** and **for the custodian job classification** the Director of Operations, select a weekly shift of four (4), ten (10) hour days, the regular five (5), eight (8) hour days or combination of days and hours averaging a total of forty (40) hours per week. The full week before the first day of school shall be a regular five (5), eight (8) hour days workweek.
- B. ~~The principal~~ **Supervisors** will consider a request from a member for an exception to the agreed upon schedule. The request will be granted if agreement is reached.
- C. Should the district determine a need to have an employee or employees, work at a time different than the agreed upon schedule, the district will first seek volunteers from among the members. If insufficient volunteers agree to work the alternate schedule, the district will assign members to work the different schedule based upon the lowest seniority.
- D. The two fifteen (15) minute rest breaks and the one thirty (30) minute meal period will be observed for the ten (10) hour shifts. **This provision shall not apply to exempt employees.**

District's Proposal

- A. **Custodial:** One (1) full week after the last day of school, employees may, as a team at each school in consultation and agreement with the school principal and Director of Operations, select a weekly shift of four (4), ten (10) hour days, the regular five (5), eight (8) hour days or combination of days and hours averaging a total of forty (40) hours per week. The full week before the first day of school shall be a regular five (5), eight (8) hour days workweek.
- B. **Central District Office:** One (1) full week after the last day of school, employees may work four (4) nine (9) hour days and one (1) four (4) hour day for a total of forty (40) hours per week in consultation with their supervisor. Or the employee may work five (5) eight (8) hours days as usual. The full week before the first day of school shall be a regular five (5), eight (8) hour days workweek.
- ~~B-C.~~ **The principal Supervisors** will consider a request from a member for an exception to the agreed upon schedule. The request will be granted if agreement is reached.
- ~~C~~ D. Should the district determine a need to have an employee or employees, **within a classification**, work at a time different than the agreed upon schedule, the district will first seek volunteers from among ~~the members~~ **that classification**. If insufficient volunteers agree to work the alternate schedule, the district will assign members to work the different schedule based upon the lowest **classification** seniority.
- ~~D~~ E. The two fifteen (15) minute rest breaks and the one thirty (30) minute meal period will be observed for the ten (10) **and nine (9)** hour shifts. **This provision shall not apply to exempt employees.**