

**Pullman Educational Support Personnel
2023 Bargaining Session**

**School District's November 29, 2023
Proposals & Counterproposals**

Presenter: Association
Provision: Article I, New Section
Title: Prohibition of Unilateral Action
Date: November 29, 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 Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

District's Counter Proposal

Respectfully decline.

Association's Counter 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 the RCW which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

Presenter: Association
Provision: Article I, § 1
Title: Definitions
Date: November 29, 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.

Association’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.

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

Presenter: District
Provision: Article I, § 2(B)(3)
Title: Exclusive Recognition, Definitions
Date: November 29, 2023

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

District's Proposal

B. Definitions of Employees

1. Regular Employee: Regular employees are employees who are assigned to full-time or part-time positions and have completed their probation period. Regular employees are entitled to all conditions as set forth in this agreement. Regular employees shall include Custodial job categories of Itinerant Custodian, Custodian, Lead I Custodian and Lead II Custodian, and Central District Office categories of Accounting Specialist, Computer Technician I, Computer Technician II, District Office Assistant/CEDARS Administrator, Fiscal Technician, IT Systems Administrator, Program Manager – Curriculum & Assessment, and Program Manager – State & Federal Programs, and such other positions as are deemed necessary by the Superintendent or designee.

...

3. Temporary Employee: Temporary employees are those employees hired and assigned to a specific temporary job assignment, including summer work crew. The temporary job employee and assignment shall not exceed sixty (60) consecutive work days (equivalent of no more than 480 hours) or eighty (80) incidental work days (equivalent of no more than 640 hours) in one (1) contract year (September-August), unless the parties mutually agree to an extension. Temporary employees shall be paid per Article VII, Section 1. Temporary employees shall not be covered by any other terms and conditions of this Agreement.

Association's Counter Proposal

No association counter at this time.

Presenter: Association
Provision: Article I, § 3
Title: Job Descriptions
Date: November 29, 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. Job descriptions for all positions subject to this Agreement will be developed by the District with input from the Association.

District's Counter Proposal

Respectfully decline.

Association'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 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.

Presenter: District
Provision: Article I, § 9
Title: Contracting Out
Date: November 29, 2023

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

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.

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.**

Presenter: Association
Provision: Article III, § 7
Title: Seniority and Probation
Date: November 29, 2023

Agreed to: YES
District Initials: _____
Association Initials: _____

Association's Proposal

A. Seniority:

Custodial Job Classification

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Employment shall be defined as services as a custodian within the District.

Non-Custodial Job Classifications Covered by this Agreement

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment with in the **Classified Central District Office Employees** (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Employment shall be defined as services as ~~a custodian~~ **an employee** within the District.

Annually, by November 1, the District shall provide the Association and each of the members of the bargaining unit with a copy of the current seniority list. Employees shall have twenty (20) workdays to report any dispute regarding their years of experience or FTE worked. The District will then provide a copy of the finalized list to each employee and the Association no later than March 1. The finalized list shall include all additions, deletions and/or corrections made by employees.

District's Counter Proposal

A. **Unit Seniority:** The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Employment shall be defined as services as ~~a custodian~~ **an employee** within the District. **An employee shall not lose their Unit Seniority when they transfer between the Custodial and Central District Office classifications.**

B. **Classification Seniority:** The seniority of an employee within each Classification shall be established as of the date on which the employee began continuous daily employment within the classification (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. **An employee shall lose their Classification Seniority when they transfer between the Custodial and Central District Office classifications.**

Annually, by November 1, the District shall provide the Association and each of the members of the bargaining unit with a copy of the current **Unit and Classification** seniority lists. Employees shall have twenty (20) workdays to report any dispute regarding their years of experience or FTE worked. The District will then provide a copy of the finalized list to each employee and the Association no later than March 1. The finalized list shall include all additions, deletions and/or corrections made by employees.

Presenter: District
Provision: Article IV, § 1
Title: Hours of Work
Date: November 29, 2023

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

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.](#)

Association's Counter 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. **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.

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 be entitled to a minimum~~ thirty (30) ~~or sixty (60)~~ minute duty-free meal period. The meal period ~~will should~~ be scheduled as near to the middle of the shift as possible and should occur between the ~~second and fifth~~ ~~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 ~~must~~ **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. ~~Employees must stay on-site during a rest period, unless they have permission from their supervisor.~~

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 29, 2023

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

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.**

Association's Counter Proposal

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 supervisor** 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 shift. [This provision shall not apply to exempt employees.](#)