

**Presenter:** Association  
**Provision:** Article VI, § 13  
**Title:** Emergency Closing Days  
**Date:** November 29, 2023

**Agreed to:** Y / N  
**District Initials:** \_\_\_\_\_  
**Association Initials:** \_\_\_\_\_

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### Association's Proposal

Emergency closing days are considered to be regular workdays. Employees who are unable to work during emergency closing days may:

#### Custodial Job Classifications

- A. Request sick/emergency leave (if appropriate)
- B. Request that the absence be charged as a vacation, personal or floating day.

#### Non-Custodial Job Classifications

- A. Request sick/emergency leave (if appropriate)
- B. Request that the absence be charged as a vacation, personal or floating day.
- C. May work remotely.

### District's Counter Proposal

Current Contract Language

### Association's Counter Proposal

Emergency closing days are considered to be regular workdays. Employees who are unable to work during emergency closing days may:

#### Custodial Job Classifications

- A. Request sick/emergency leave (if appropriate)
- B. Request that the absence be charged as a vacation, personal or floating day.

#### Non-Custodial Job Classifications

- A. Request sick/emergency leave (if appropriate)
- B. Request that the absence be charged as a vacation, personal or floating day.
- C. Employee may make other arrangements with their supervisor to complete necessary work.

**Presenter:** District  
**Provision:** Article VI, § 15  
**Title:** Personal Leave  
**Date:** November 29, 2023

**Agreed to:** Y / N  
**District Initials:** \_\_\_\_\_  
**Association Initials:** \_\_\_\_\_

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**District’s Proposal**

- A. Each employee shall be entitled to two (2) days personal leave per year. ~~The cost of a substitute~~ When used, one day’s wages shall be deducted from the employee’s pay at the rate of the first step of the salary schedule for that position.
- B. Notice of intent to use personal leave shall be given within a minimum of forty-eight (48) hours if possible. Requests for personal leave shall be entered into the electronic substitute and leave tracking system. This leave is presumed to be granted upon request.
- C. The September following completion of nine (9) years with the district, an employee will receive one (1) personal leave day each fiscal year. The cost of the substitute will be paid by the district. Personal leave must be used in the fiscal year in which it is received.
- D. Central District Office employees will continue to receive one (1) personal leave day in accordance with their current contracts and District policies and procedures for the 2023-2024 school year. Beginning in the 2024-2025 school year, Central District Office employees will receive personal leave consistent with A and C above.

**Association’s Counter Proposal**

No association counter at this time.

**Presenter:** Association  
**Provision:** Article VII, § 1  
**Title:** Wages  
**Date:** November 29, 2023

**Agreed to:** Y / N  
**District Initials:** \_\_\_\_\_  
**Association Initials:** \_\_\_\_\_

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**Association’s Proposal**

- A. Salaries for employees, subject to this Agreement, during the term of this Agreement, are contained in Appendix
  
- B. For the 2024-2025 school year, the wage schedules in Appendix A will be increased by the inflationary factor + 1%.

**District’s Counter Proposal**

- A. Salaries for employees, subject to this Agreement, during the term of this Agreement, are contained in Appendix
  
- B. For the 2024-2025 school year, the Custodial wage schedule in Appendix A will be increased by the inflationary factor + 1%. The Central District Office employee wage schedule will be increased by the inflationary factor.

**Association’s Counter Proposal**

No association counter at this time.

**Presenter:** District  
**Provision:** Article VII, § 2  
**Title:** Wage Placement  
**Date:** November 29, 2023

**Agreed to:** Y / N  
**District Initials:** \_\_\_\_\_  
**Association Initials:** \_\_\_\_\_

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### District's Proposal

C. Verified ~~custodial~~ experience will be considered for the placement of the employee on the wage schedule when first hired by the District and approved by the Board of Directors.

### Association's Counter Proposal

- A. Employees shall be compensated in accordance with the provisions of this Agreement for all authorized hours worked.
- B. Wages for employees, subject to this Agreement, during the term of this Agreement, are contained in Appendix A, attached hereto and by this reference incorporated herein.
  - a. Wages contained in Appendix A shall be for the entire term of this Agreement, subject to the terms and conditions of Article V, Section 2.
  - b. If an employee is required to travel between job sites during his/her shift in a private vehicle, the District will pay mileage based on the District rate. The time traveling will be considered part of the normal work shift. **If an employee who is part of the Classified Central District Office Employees job classifications travels more than 8 times in a month the district will instead pay a monthly stipend of fifty dollars (\$50).**
- C. Verified ~~custodial~~ experience will be considered for the placement of the employee on the wage schedule when first hired by the District and approved by the Board of Directors.

**Presenter:** District  
**Provision:** Article VII, § 3  
**Title:** Overtime  
**Date:** November 29, 2023

**Agreed to:** Y / N  
**District Initials:** \_\_\_\_\_  
**Association Initials:** \_\_\_\_\_

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### District's Proposal

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

A. All hours worked in excess of forty (40) per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's base pay and/or in accordance with applicable Fair Labor Standards Act regulations. Any and all such overtime hours must be previously authorized by the district. Holidays are included in the 40-hour work calculation.

B. Employees called back on a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at one and one-half (1 1/2) times the employee's base pay.

C. The **Custodial** employee will not be required to remain on the site for longer than 1 hour in the event the scheduled user has not arrived.

D. Employee may elect to take comp time per Section 4 - Compensatory Time.

E. In the event of a district wide **or department** emergency where employees are required to obtain prior authorization for overtime work, the district shall designate a single individual to authorize the overtime. The employee will document their overtime using a district timeslip and signed off by their building administrator or the individual the district designated to authorize the overtime.

F. Employees shall only be required to submit a signed district timeslip to receive payment for overtime. Any additional documentation required by the district for the employee to receive overtime payment shall be submitted by the supervisor or designee.

G. This provision shall not apply to exempt employees.

### Association's Counter Proposal

Association respectfully declines making changes to custodial overtime language. We are proposing a new section.

Overtime – Classified Central District Office Employees

- A. This provision shall not apply to exempt employees.
- B. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days *outside their regular work week schedule* will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.
  - a. Regular Overtime: Any time worked in excess of eight (8) hours per day during the regular work week shall receive pay at the rate of time and one-half (1 ½) times the employee's regular hourly rate of pay. All hours worked beyond forty (40) hours per week including paid leave and paid holidays shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.
  - b. Premium Overtime: Saturday and Sundays (*provided that Saturday and Sunday are not part of the regular shift*) and paid holidays shall be paid at double time.
  - c. Schedule Adjust – (Exempt Employees): Exempt employees are not eligible for overtime. As such, any schedule adjustments to balance workload will be coordinated with and approved by the employee's supervisor. Schedule adjustment shall not be denied in a retaliatory, capricious, and/or arbitrary reason.
- C. In the request for overtime, the District recognizes employees will periodically need additional hours to complete tasks and, further, employees will be permitted a minimum allowance of *twenty-four (24) hours* of overtime each semester. There are three semesters in the school year (fall, spring, summer). Employees must notify their supervisor no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. Additional hours may be granted with supervisor approval.
  - a. Regular Overtime: Any time worked in excess of eight (8) hours per day during the regular work week shall receive pay at the rate of time and one-half (1 ½) times the employee's regular hourly rate of pay. All hours worked beyond forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.
  - a. Premium Overtime: Not permitted unless supervisor determines hours to be worked on a Saturday, Sunday, or holiday beyond the scheduled forty (40) hours is necessary. If allowed, employee shall be paid at double time.
  - b. Schedule Adjust – (Exempt Employees): Exempt employees are not eligible for overtime. As such, any schedule adjustments to balance workload will be coordinated with and approved by the employee's supervisor. Schedule adjustment shall not be denied in a retaliatory, capricious, and/or arbitrary reason.
- D. Employee may elect to take compensatory time per Section 4 – Compensatory Time.
- E. In The event of a district wide emergency where employees are required to obtain prior authorization for overtime work, the district shall designate a single individual to authorize the overtime. The employee will document their overtime using a district timeslip that will be signed by their supervisor or individual the district designated to authorize the overtime.
- F. The parties agree to comply with the requirements of the Fair Labor Standards Act.

**Presenter:** District  
**Provision:** Article VII, § 4  
**Title:** Compensatory Time  
**Date:** November 29, 2023

**Agreed to:** Y / N  
**District Initials:** \_\_\_\_\_  
**Association Initials:** \_\_\_\_\_

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### **District's Proposal**

- A. Upon pre-approval of their supervisor or designee, an employee may earn/accumulate compensatory time in lieu of overtime pay for hours worked beyond forty (40) hours per week, up to a maximum of forty (40) hours. Compensatory time is defined as compensation of overtime hours through the practice of granting time off within the normal work shift or scheduled workdays in lieu of overtime pay. Compensatory time must be used within 90 days of the date it was accrued or by August 31st, whichever comes first.
- B. Compensatory time taken shall be entered and approved in the absence management system and documented on the monthly attendance roster.
- C. Any compensatory leave not taken within 90 days of the accrual date will be cashed out and paid at the employee's regular rate in the next pay period.
- D. If the balance of additional hours is not paid by the District or used by the employee before separation of employment, it will be paid at the regular rate of pay as part of the employee's final pay warrant.
- E. Compensatory time accrued will be submitted monthly, to the Human Resources Department, on a time slip along with the pre-approval documentation. The compensatory hours available for the employee to use will then be added in the absence management system for tracking purposes.

### **Association's Counter Proposal**

Respectfully decline.