

**Pullman Educational Support Personnel
2023 Bargaining Session**

**School District's December 4, 2023
Proposals & Counterproposals**

Presenter: Association
Provision: Article I, New Section
Title: Prohibition of Unilateral Action
Date: December 4, 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.

Waiting on Association Response

Presenter: Association
Provision: Article I, § 1
Title: Definitions
Date: December 4, 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.

TA’d but left open for any further definitions.

Presenter: District
Provision: Article I, § 2(B)(3)
Title: Exclusive Recognition, Definitions
Date: December 4, 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.

Waiting on Association Response

Presenter: Association
Provision: Article I, § 3
Title: Job Descriptions
Date: December 4, 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

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.

Waiting on Association Response

Presenter: District
Provision: Article I, § 9
Title: Contracting Out
Date: December 4, 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.

Waiting on Association Response

Presenter: Association
Provision: Article III, § 7
Title: Seniority and Probation
Date: December 4, 2023

Agreed to: Y / N
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

TA'd

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: December 4, 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.

Waiting on Association Response

Presenter: District
Provision: Article IV, § 2
Title: Summer Hours
Date: December 4, 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.

Waiting on Association Response

Presenter: Association
Provision: Article IV, § 3
Title: Holidays
Date: December 4, 2023

Agreed to: Y N
District Initials: GJW 11/29/23
Association Initials: _____

Association's Proposal

D. Floating Holidays: On the years that there are 261 work days between September 1 and August 31, one day shall be granted so that the work year is only the 260 days for which employees are paid. At the beginning of the school year the payroll officer shall send notice telling employees if they are entitled to a floating holiday. Floating holidays are not cumulative. The floating holiday shall be taken at any time with advanced approval of the ~~eustodian's~~ supervisor.

TA'd

Presenter: District
Provision: Article IV, § 4
Title: Vacations
Date: December 4, 2023

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

District's Proposal

E. Central District Office employees will continue to receive vacation days 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 vacation days consistent with this provision.

Waiting on Association Response

Presenter: District
Provision: Article IV, § 7
Title: District Wide Meetings
Date: December 4, 2023

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

District's Proposal

Meetings with ~~district custodial~~ staff will be held on a regular basis to share changes in policies and procedures, address safety issues, and provide training. Absence from these meetings shall be communicated to the employee's supervisor.

At the beginning of each winter season, a building lead may request a meeting with both their building administrator and director of operations to review snow removal procedures and protocols [applicable to the Custodial classification](#).



Presenter: District
Provision: Article IV, § 8
Title: Employee Training
Date: December 4, 2023

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

District's Proposal

When a new **custodial** employee is hired, the building administrator will meet with the building lead and the director of operations to determine a training plan for the new employee. **When a new central district office employee is hired, the supervisor or designee will meet with the employee to determine a training plan.** Training related to accessing the employee's computer network, ~~and~~ e-mail accounts, **and district-wide trainings such as Safe Schools,** as well as training related to the district's employee record management software, will be coordinated by the district office and will occur no later than the end of the first week of employment. The parties will work together through the Labor/Management Committee to identify training, standards and protocols for all employees.

TA'd

Presenter: District
Provision: Article IV, § 9
Title: Equipment
Date: December 4, 2023

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

District’s Proposal

All necessary equipment repairs will be entered into the electronic job tracking system. Equipment needs for a building or employee will be brought to the attention of the building administrator or supervisor. No reasonable requests for equipment will be denied.

Association Proposal

All necessary equipment repairs will be entered into the electronic job tracking system. Equipment needs for a building worksite or employee will be brought to the attention of the building administrator or supervisor. No reasonable requests for equipment will be denied.

District’s Response

TA on 11/30.



Presenter: District
Provision: Article IV, § 10
Title: Snow Removal
Date: December 4, 2023

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

District's Proposal

Winter events and other emergencies may provide an opportunity for overtime to prepare buildings for students and staff. The district will provide as much advanced notice as possible to employees designated to work overtime. (See Article VII, Section 3: Overtime)

During winter events and other emergencies that an employee is dealing with, it is recognized that custodial staff may not be able to perform all of their regularly assigned duties.

This provision does not apply to Central District Office employees.

TA'd

Presenter: Association
Provision: Article IV, New Section
Title: Professional Development
Date: December 4, 2023

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

Association's Proposal

1. In order to support the Professional Development of unit members, the District will annually allocate funds into a unit members professional development fund. The District shall allocate six thousand, five hundred dollars (\$6,500) per year for the unit members professional growth fund. Any unused funds will be carried over to the next year, subject to a maximum amount in the fund of thirteen thousand dollars (\$13,000), with the balance reported to the Association monthly.
2. In order to access the employee professional growth fund, an employee must apply to the Association Executive Board for funding for expenses to attend professional development outside of the district, including but not limited to sub coverage, conference fees or registration, travel, lodging, and other related expenses from the established fund. If an application is approved by the Association's Executive Board, costs may be covered directly by the district or by reimbursement to the employee, which shall be made after all receipts have been submitted using a Travel Expense Report Form. Any additional balance in the fund on August 5th will be re-allocated by the Association, divided among approved applicants whose documented expenses exceeded the initial approval amount. All approved expenses must be submitted to the district no later than August 10th after the school year in which they were approved.
3. The Association's Executive Board will be responsible for reporting to the District the names of unit members that have been approved for funding along with the amount approved. It is the responsibility of approved unit members to request the Purchase Order(s) and/or provide the required documentation and receipts in order to be reimbursed.

District's Counter Proposal

Respectfully decline.

Waiting on Association Response

Presenter: District
Provision: Article V, § 1
Title: Layoff and Recall
Date: December 4, 2023

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

District’s Proposal

- A. Seniority is defined in Article III Section 7 - Seniority and Probation.
- B. Layoffs **within a Classification** shall be by **Classification** seniority. No regular employee will be laid off prior to the layoff of all probationary, temporary, or substitute employees as defined in this Agreement. The district shall provide seniority lists as outlined in Article III Section 7, A. included herein.
- C. Employees laid off will be retained in a recall pool for a period of twenty-four (24) consecutive calendar months. The last employee placed in the recall pool by layoff shall be the first employee rehired, provided that such employee is qualified to perform the duties of the position.



Presenter: District
Provision: Article V, § 2
Title: Transfers and Vacancies
Date: December 4, 2023

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

District's Proposal

A. Job openings or vacancies shall be posted electronically for a minimum of five (5) days. An email regarding each posting shall concurrently be provided to the Association president.

B. ~~Lead I and Lead II Custodian positions~~ Non-entry level positions shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, the position will be posted for outside applicants.

C. Job openings or vacancies for entry level positions shall be posted both internally and externally for a minimum of five (5) days. Current employees who apply for the open position will be granted an interview. Preference will be given to in-district candidates; however, the District reserves the right to hire the most qualified candidate for the position. Temporary and substitute employees are considered external candidates.

D. The hiring administrator, in consultation with the hiring committee, shall make the final determination regarding the filling of the position based on employee qualifications, experience, seniority and ability to perform the duties of the position. All employees not selected shall receive written notice.

E. An employee may be involuntarily reassigned, within a Classification, after consultation with the employee, the employee's current supervisor, transfer supervisor, and approval of the superintendent/designee. Involuntary transfer will only occur when necessary after seeking volunteers and exploring other reasonable remedies. Involuntary reassignment may be due to, but not limited to, such things as overstaffing at a site or changes in need for custodial services resulting from changes in program or site conditions.

Association's Counterproposal

A. Job openings or vacancies shall be posted electronically for a minimum of five (5) days **except for Classified Central District Office positions**. An email regarding each posting shall concurrently be provided to the Association president.

B. All Classified Central District Office Employees' positions shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, the position will be posted for outside applicants. The posting must be posted in the district office breakroom and posted electronically.

C. Lead I and Lead II Custodian positions shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, the position will be posted for outside applicants.

D. Job openings or vacancies for **custodial** entry level positions shall be posted both internally and externally for a minimum of five (5) days. Current employees who apply for the open position will be granted an interview. Preference will be given to in-district candidates; however, the District reserves the right to hire the most qualified candidate for the position. Temporary and substitute employees are considered external candidates.

E. An employee may be involuntarily reassigned, **within a Classification**, after consultation with the employee, the employee's current supervisor, transfer supervisor, and approval of the superintendent/designee. Involuntary transfer will only occur when necessary after seeking volunteers and exploring other reasonable remedies. Involuntary reassignment may be due to, but not limited to, such things as overstaffing at a site or changes in need for custodial services resulting from changes in program or site conditions.

District's Response

A. Job openings or vacancies shall be posted electronically for a minimum of five (5) days. An email regarding each posting shall concurrently be provided to the Association president.

B. Job openings within the Central District Office Classification shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, the position will be posted for outside applicants. Fiscal Tech and Accounting Specialist roles are excluded from this provision and will be posted internally and externally for five (5) working days.

C. Lead I and Lead II Custodian positions shall be posted internally for five (5) working days prior to being filled. If there are no transfer applicants selected, or if no transfer requests are received by the end of the fifth (5th) day, the position will be posted for outside applicants.

D. Job openings or vacancies for **all other Custodial** ~~entry level~~ positions shall be posted both internally and externally for a minimum of five (5) days. Current employees who apply for the open position will be granted an interview. Preference will be given to in-district candidates; however, the District reserves the right to hire the most qualified candidate for the position. Temporary and substitute employees are considered external candidates.

E. An employee may be involuntarily reassigned, **within a Classification**, after consultation with the employee, the employee's current supervisor, transfer supervisor, and approval of the superintendent/designee. Involuntary transfer will only occur when necessary after seeking volunteers and exploring other reasonable remedies. Involuntary reassignment may be due to, but not limited to, such things as overstaffing at a site or changes in need for custodial services resulting from changes in program or site conditions.

Presenter: Association
Provision: Article VI, § 13
Title: Emergency Closing Days
Date: December 4, 2023

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

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.

District's Counter Proposal

Current Contract Language

Presenter: District
Provision: Article VI, § 15
Title: Personal Leave
Date: December 4, 2023

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

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.

Waiting on Association Response

Presenter: District
Provision: Article VI, § 18
Title: Compensatory Time Usage
Date: December 4, 2023

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

District's Proposal

Compensatory time shall be accrued and used as outlined in Article VII, Section 4.

TA'd

Presenter: Association
Provision: Article VII, § 1
Title: Wages
Date: December 4, 2023

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

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.

Waiting on Association Response

Presenter: District
Provision: Article VII, § 2
Title: Wage Placement
Date: December 4, 2023

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

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.

District's Response

- 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. **Central District Office staff working for the Director of Information Services will receive a monthly travel stipend of fifty dollars (\$50) in lieu of submitting regular travel reimbursements. All other Central District Office staff will submit a reimbursement for mileage if they travel. This provision will not take effect until the first of the month after this CBA is ratified.**
- 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: December 4, 2023

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

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.

District's Proposal

As proposed on 11/29 (reflected above). The District is open to receiving language clarifying how employees can more easily or effectively request overtime authorization on short notice.

Presenter: District
Provision: Article VII, § 4
Title: Compensatory Time
Date: December 4, 2023

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

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 Proposal

Current Contract Language

District Response

District Withdraws This Proposal

Presenter: Association
Provision: Appendix A
Title: Wage Schedule
Date: December 4, 2023

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

Association’s Proposal

	Step 1	Step 2	Step 3	Step 4	Step 5
Exempt Technology		1.05	1.05	1.05	1.05
IT System Administrator	\$85,016	\$89,267	\$93,730	\$98,417	\$103,337

Non-Exempt
Technology

Technology Specialist 1	\$29.37	\$30.84	\$32.38	\$34.00	\$35.70
Technology Specialist 2	\$32.43	\$34.05	\$35.75	\$37.54	\$39.42
Technology Engineer 1	\$34.10	\$35.81	\$37.60	\$39.48	\$41.45
Technology Engineer 2	\$37.15	\$39.01	\$40.96	\$43.01	\$45.16

Non-Exempt District Admin

Fiscal Technician 1	\$29.37	\$30.84	\$32.38	\$34.00	\$35.70
Fiscal Technician 2	\$32.43	\$34.05	\$35.75	\$37.54	\$39.42
Program Coordinator 1	\$29.37	\$30.84	\$32.38	\$34.00	\$35.70
Program Coordinator 2	\$32.43	\$34.05	\$35.75	\$37.54	\$39.42
Program Manager 1	\$34.10	\$35.81	\$37.60	\$39.48	\$41.45
Program Manager 2	\$37.15	\$39.01	\$40.96	\$43.01	\$45.16

Education Stipends

PhD Degree	4.00%
Master Degree	3.00%
Bachelors	2.00%
Associates	1.00%

District’s Counter Proposal

Employees will retain their existing job titles and roles. All District Office Staff will receive the inflationary factor of 3.7% to their existing wages. The step changes in the salary schedule will remain the same.

Waiting on Association Response

Presenter: District
Provision: Appendix C
Title: Evaluation Form
Date: December 4, 2023

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

District's Proposal

(See earlier provided form)

Waiting on Association Response