

PETA Bargaining Update

7/20/22

Fellow unit members:

The PETA bargaining team met with representatives of the District to start discussions regarding the 2022-2023 Contract. During this round of negotiations all articles of the contract are open for revision.

PETA came to the table prepared to present language for articles 4-Compensation, 10 Hours, Duties of Employment, and 25 - Class Size. The District brought to the table language for article 4 - Compensation, 5 - Leaves, and 24 - Transfers/Reassignments/Relocations..

Below is an overview of what has been **proposed by both sides** at the table so far. Items within the chart have not been agreed to. Items below the chart indicated with a “❖ ” are items both sides have agreed to. Negotiations will continue on August 16 , 2022.

Article 4 – Compensation

<u>District</u>	<u>PETA</u>
<ul style="list-style-type: none">● 3% On schedule for 2022-2023 Effective July 1, 2022● 4.20 Remove All factors-Change to specific rates/Annual amounts● 4.21 Remove All factors-Change to specific rates/Annual amounts	<ul style="list-style-type: none">● 4.1 Effective July 1, 2022 all certificated salary schedules shall be increased by nine and one tenth percent (9.1%).● 4.1 Effective July 1, 2022, all 190 Day ECE Full Day teachers (Schedule I) will be moved to the Double Session Salary Schedule (Schedule J).● 4.1 Effective July 1, 2022, all 200 Day ECE Full Day teachers (Schedule G) will be moved to the Double Session Salary Schedule (Schedule K).

- ❖ 4.1 The Association and the District agree that there shall be a salary schedule composed of four (4) columns: A, B, C, D, ~~Column A shall have ten (10) steps; Column B shall have eleven (11) steps; Column C shall have thirteen (13) steps; Column D shall have thirteen (13) steps~~ **composed of twenty-five (25) steps for the 186 Day Certificated, CDS/Autism/Yellen/PACS and Nurse Salary Schedules.**
 - a. The Association and the District agree that there shall be a salary schedule composed of one (1) column with twenty-five (25) steps for the 186 Day Language and Speech Specialist Salary Schedule.
 - b. The Association and the District agree that there shall be a salary schedule composed of one (1) column with twenty-five (25) steps for the 198 Day Psychologist Salary Schedule.
 - c. The Association and the District agree that there shall be a salary schedule composed of three (3) columns: 1,2,3, composed of twenty-five (25) steps for the 190.

Article 5- Leaves

- ❖ Judicial and Official Appearance Leave 5.25 A unit member covered by this Agreement shall be granted, without loss of compensation, leave for the purposes of regularly called jury duty, appearance as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the connivance or misconduct of the employee.
 - a. **Jury Duty-** Unit member shall give the District prior notice of a need to serve jury duty **by reporting the jury duty via absence management.**
 - b. **Official Appearance-** The unit member shall notify the District Risk Management within forty-eight (48) hours upon receipt of a summons/subpoena to appear as a witness or litigant and shall provide a copy of the summons/subpoena to the District Risk Manager.

Article 10 – Duties, Hours of Employment

<u>District</u>	<u>PETA</u>
	<ul style="list-style-type: none"> ● 10.17 The District and the Association agree the bank time is a weekly (60) minute block of student free time... Counselors will be guaranteed one bank time a month for collaboration and planning- ● 10.24 Bell schedules

Article 24 - Transfers, Reassignments, Relocations

- ❖ 24.21 In the event an appropriate volunteer is not obtained, the Human Resources Office may transfer an appropriate unit member from an over-staffed situation to an understaffed situation consistent with the criteria listed in Section ~~24.4~~ **24.3** of this Article **Correction**

Article 25 – Class Size

<u>District</u>	<u>PETA</u>
	<ul style="list-style-type: none"> ● 25.5 Class size overage - TK total student contacts = 24 + 1 ● 25.14d Four (4) day ECSE programs providing Center-Based ECSE support for pupils not requiring five (5) day per week programs shall consist of the following: Pupils in these classrooms attend Monday, Tuesday, Thursday, and Friday. Each classroom shall be divided into a first and a second session. Pupils attend either the first or the second session. Each Center-Based ECSE classroom shall have two (2) instructional assistants. Each session shall be soft capped at twelve (12) ten (10) pupils. Sessions having more than twelve (12) ten (10) pupils shall be provided an additional assistance assistant in the classroom... ● 25.15 The caseload for Language and Speech Specialists shall not exceed limits stated in current Education Code. The maximum caseload for Language and Speech Specialists providing services to children between the ages of three and five years (preschool students) shall not exceed a count of 40. When a Language and Speech Specialist works with preschool students, for which there is a maximum caseload of 40 students, and also works with older students, for which there is a maximum caseload of 55 students, then both caseloads are prorated. For example, if half of the caseload were composed of students in preschool and the other half were composed of older students, the Language and Speech Specialist will assist 20 pupils in preschool and 27 older students for a total caseload of 47.

- ❖ 25.5a. Class overage - Class Size for TK = 24 with a 1 adult to 12 students ratio
- ❖ 25.5 b. Overage Compensation - Compensation will be based upon average total student contacts... The District’s student information management system ~~enrollment on the three (3) identified days~~ shall determine **the average** enrollment. Overage fees to be paid at the indicated rate or the indicated factor of Column A Step 1 of the 186-day certificated salary schedule when the factored amount is greater than the indicated amount. **Correction**

We thank you for your continued support.

Respectfully,

PETA Bargaining Team: Kelley Brown, Sandra Pelayo, Candice James, Kathleen Brown, and Betina Hatcher