

Package Proposal

Tentative Agreement
Between
Elk Grove Unified School District
And
Amalgamated Transit Union, Local 256
Regarding the
2020-2021 and 2021-2022 School Year Negotiations

September 15, 2021

NOTE: THE DISTRICT HAS NOT PROPOSED CHANGES TO CALPERS PENSIONS, AND HAS NOT PROPOSED ANY CHANGES TO EXISTING EGBERT AGREEMENTS WITH ATU.

The Elk Grove Unified School District (“District”) and the Amalgamated Transit Union, Local 256 (“ATU”), collectively referred to as the “Parties”, agree to the following Tentative Agreement (“Agreement”) regarding the 2020-2021 and 2021-2022 school years.

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and ATU will continue to meet and confer regarding changes to safety protocols. ATU will cooperate with the District in any necessary public health actions.

2. 2020-2021 and 2021-2022 Ongoing Compensation.

a. 2020-2021 (2%).

Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 ATU salary schedules consistent with the attached 2020-2021 #21 ATU salary schedule.

b. 2021-2022 (2%).

Effective July 1, 2021, two percent (2%) shall be added to the new 2020-2021 #21 ATU salary schedules consistent with the attached 2021-2022 #21 salary schedule.

3. 2021-2022 One-time Compensation.

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of two percent (2%). This one-time payment shall be paid to unit members. This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on October 15, 2021.

4. Two Additional Professional Development Days (2021-2022 and 2022-2023).

(ATU Agreed on 9/7/21)

a. ATU and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to two days of professional development during the 2021-2022 and 2022-2023 school years only, outside of the unit member's contracted work year focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.

b. Unit members shall receive per diem pay for full day participation in such training.

5. Comparability Study.

a. The Parties agree to participate in a District-wide comparability study. The purpose of the comparability study is to review District positions to ensure that the District's total compensation package including salary and benefits is competitive as compared to similar public school districts.

b. Accelerated Comparability Study (Bus Drivers).

i. The Parties agree to implement an accelerated comparability study for bus drivers. This accelerated comparability study will be completed, and the results of the study will be implemented thirty (30) business days after ratification of this Tentative Agreement by ATU, Board approval of this Tentative Agreement, and Board approval of this piloted Bus Driver Salary Schedule.

ii. The goal of this accelerated comparability study is to pay the highest bus driver regular hourly rate in Sacramento County for public school districts during the period of the pilot bus driver salary schedule. This competitive Sacramento County rate for public school districts shall be determined based on the goal of exceeding the highest hourly regular rate for bus drivers. This goal shall be piloted for three years and included on a temporary bus driver pilot salary schedule. This salary schedule shall expire on June 30, 2024.

- iii. On July 1, 2024, the ATU Salary Schedule #20 shall apply.
- iv. This piloted highest hourly rate salary schedule for bus drivers shall apply to other ATU unit members when they are actually driving a student bus route for the period of time that they are driving a bus.
- v. The goal of the accelerated comparability study is to establish the highest hourly bus driver regular starting rate amongst public schools in Sacramento County. Currently, the District places new bus driver hires at Step 2. Step 2 shall be used as the benchmark step for purposes of this accelerated comparability study.
- vi. Depending on the results of the accelerated comparability study, the commensurate increase to steps three (3) through and including step eight (8) shall either be a lump sum dollar increase to each cell or a percentage increase to each cell on the temporary bus driver pilot salary schedule.

6. Dues Deductions, Article 6

The District proposes the following revisions to Article 6 to comport with current law (Janus Case):

Amalgamated Transit Union, Local 256 (“ATU” or “Union”) has the exclusive right to have member dues deducted from ATU unit members.

- A. ATU unit members will sign a dues authorization form and submit it to District, authorizing ATU membership dues, initiation fees and assessments (dues, initiation fees and assessments, together shall be referred to as ‘dues’) to be deducted from their monthly payroll check.
- B. For unit members who are employed for the entire school year, the deduction of prorated membership dues shall be made from ATU unit member’s paycheck each month for twelve (12) months normally beginning in July and ending in June of each year.
- C. Along with each monthly payment of membership dues, the District shall furnish ATU with an alphabetical list of all ATU members indicating the individual amount deducted for dues payers and initiation fees.
- D. Nothing shall prohibit an ATU unit member from paying dues directly to ATU.
- E. If membership dues are deducted by the District from the paycheck of any ATU member and remitted to ATU and the unit member does not owe such amount, ATU shall immediately return such funds to that ATU member.
- F. ATU agrees to furnish any information needed by the District to fulfill the provisions of this Article.

~~G. Any unit member who belongs to a religious group or church, whose long standing teachings have historically forbidden joining or supporting unions and so demonstrates in writing to the satisfaction of the Union, shall pay such fee to the Union which shall then contribute such fee to one of three established charitable organization identified by ATU. The unit member shall select one of the three ATU established charitable organizations for the donation. The Union shall provide the unit member with a written receipt indicating a charitable donation has been made in his/her name.~~

H. ATU and the District hereby agree as follows:

a. ATU shall reimburse the District, its officers, agents, employees, or representatives for all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board or other administrative agency with jurisdiction for any challenge to the legality or constitutionality of the dues **and/or service fee provisions** of this Agreement or the implementation thereof. ATU shall be provided timely written notification of the challenge and shall have the exclusive right to decide and determine whether the action shall be compromised, resisted, defended, tried, or appealed.

b. ATU shall indemnify and hold harmless the District, its officers, agents, employees, or representatives from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board or other administrative agency with jurisdiction for any challenge to the legality or constitutionality of the dues ~~and/or service fee provisions~~ of this Agreement (or their implementation).

6.2 All unit members shall **who** become members of the Union ~~and~~ **shall** pay an annual service fee. The service fee shall not exceed 80% of the regular dues.

a. Unit members may elect to pay the above service fee directly to the Union.

~~b. Upon timely written notice from the Union to the District of failure to comply with Section 6.201 (a) of this article, the District shall put said unit member on payroll deduction for the appropriate amount of the fee on the next pay warrant.~~

~~6.3 Any unit member who belongs to a religious group or church, whose long standing teachings have historically forbidden joining or supporting unions and so demonstrates in writing to the satisfaction of the Union, shall pay such fee to the Union which shall then contribute such fee to an established charitable organization. The Union shall provide the unit member with a written receipt indicating a charitable donation has been made in his/her name.~~

6.4 The Union and the unit members shall indemnify and hold the District harmless for any and all claims, demands, suits or any other action arising from this article, and shall pay full legal costs in any action brought against the District by virtue of this article.

7. Affirmative Action, Article 8

ATU Agreed 9/7/21

The District proposes the following replacement of Article 8 including the title of Article 8 to comport with current law:

Nondiscrimination Affirmative Action

Consistent with Board Policy, District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Parties agree that complaints related to compliance with this section shall be addressed consistent with California law and shall not be subject to the Parties' Grievance Process.

8. Extra Board Bus Driver Guidelines, Sections 12.4 and 12.502

ATU Agreed 9/7/21

The District proposes the following revisions to Section 12.4 and 12.502 regarding Extra Board Bus Driver Guidelines:

12.4 Extra Board Bus Driver Guidelines - See Appendix

Extra Board Drivers must be qualified on all the equipment, routes, have a satisfactory evaluation, and have completed CBI training, and completed at least six months employment as a bus driver. (For the purposes of qualifying for the Extra Board, "unsatisfactory" means more than one factor in which the employee needs improvement; it means a rating of overall unsatisfactory which requires a showing on the part of the District that the employee's performance is impaired to the degree that he or she would not be effective.)

12.502 Only twenty (20) regular drivers who are qualified on all the equipment, maintain a satisfactory evaluation and have worked ~~(2) years~~ **six months** of service with the District in either regular or substitute capacity, shall be allowed to do field trips.

9. Time Frame for Submitting Requests for Time Off, Section 12.603

The District proposes the following revisions to Section 12.603 regarding the time frame for submitting requests for time off:

Bus driver and bus attendant RTOs must be submitted to Transportation Dispatch ~~by 6:00 p.m. Thursday for Requests for Time Off for the following Wednesday through Tuesday, the end of the contract day for requested time off and these requests will be responded to immediately.~~ one week (seven calendar days) prior the day or days off requested. The District will respond regarding whether or not the RTO is approved within two full business days to the request.

For time requested a month or more in advance, management will have one week (seven calendar days) to respond. Requests cannot be unreasonably denied and the reason for the denial will be given to the member in writing. If no response is received within 5 working days, the request will be approved.

During the month of July only each year, and with prior District approval, Unit members assigned an eight-hour position for the school year, may coordinate the use of partial vacation days and partial workdays to equate to a full eight hour paid day.

[Note: For illustration purposes only, a unit member may use 4 hours of vacation and four hours of work to equate to a full eight (8) hours of pay.]

Time off will be approved for ATU representation and in meetings with the District time will begin to run from the location of the ATU Representative and will provide time for lunches and breaks as appropriate.

10. Union Rights and Organizational Leave, Section 9

The District proposes the following revisions to Sections 9.401, 9.402, 9.411:

9.401 Informal Conference, Pre-grievance requirements: Any person with a problem requiring resolution will first discuss the problem with the appropriate immediate supervisor, or representative of the employee organization, either directly or through a representative, with the objective of resolving the matter informally. This meeting shall occur within (15) workdays from when the alleged violation occurred or within (15) workdays of when an employee might reasonably have known of the violation. The Supervisor shall have (15) workdays from this meeting to file to provide a response to the potential grievant employee (verbal or email). If resolution is not achieved informally affected, a formal grievance may be filed.

9.402 An employee may file a formal grievance in writing ~~simultaneously~~ with the president of the employee organization, the **Designated Human Resources Director** for assigned classified personnel, and his/her immediate supervisor within fifteen (15) work days from receipt of the response to the informal meeting. ~~when the alleged violation occurred or within fifteen (15) work days of when an employee might reasonably have known of the violation.~~

9.411 ~~**Failure of either party to comply with time limits as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.**~~

The time limits in this Article may be extended by mutual agreement.

11. Assignment, Section 12.1

The District proposes the following revisions to Section 12.1 regarding Assignment:

12.1 Assignment

12.101 Classified employees are assigned to various duties by their immediate supervisors upon approval of the Superintendent or his/her designee. Necessary changes in assignments may be made at any time. ~~through procedures agreed to in negotiations.~~

12.102 School bus drivers/attendants given duty assignments will be given adequate break times to the extent possible.

12.103 The District agrees to post a daily sign-up sheet for extra work. A driver/attendant shall indicate his or her intent to perform extra work prior to departing on his or her first morning run.

12.104 The District agrees to use seniority order in classification for the assignment of those on the list who are available in preference to those who have not signed the list; in the event of an emergent situation, an exception will be made, and drivers will be dispatched based on student needs, equipment needs, the location of the driver, and the most expedient means to pick up the student(s) based on proximity and/or traffic concerns.

12.105 Unit members called in when unassigned will be available for and paid a minimum of two hours.

12. Overpayment, Article 22.705

22.705 Status Quo-District proposes to not add a new section 22.705.

District response to ATU proposal: The District will continue to work with the unit member and Association to develop a repayment plan agreement or to take appropriate legal action to satisfy the overpayment obligation.

13. Compensatory Time Off (CTO) -Shop Staff Only, Article 3.503.

District proposes to eliminate section 3.503.

14. Uniform, Shop Staff

18.101 Bus Drivers. The District shall provide the number of uniforms negotiated for employees in the transportation unit and pay all costs. The standard allowance, as agreed to by the District and ATU, will be guided by the market price and established each year for ~~two~~ five pants, one windbreaker jacket, one rain jacket, ~~three~~ five blouses, or the equivalent to be spent on other items. ~~This allowance will be allocated to each member at the start of each fiscal year. At the end of each fiscal year, any balance left on a member's uniform allotment shall be rolled over for their individual use in the next fiscal year.~~

If Bus Driver unit members receive their uniforms and if they do not fit properly, the member can return and reorder their uniforms directly through the vendor, at no cost to them. If clothing is embroidered, then uniforms shall be returned to the District and reordered through the vendor.

If items are returned, reordered and not received, the cost of those items will be rolled over for the individual's use in the next fiscal year.

Mechanics and Mechanic Assistant-Fuelers will be provided with eleven sets of coveralls, five pairs of pants, five long sleeved shirts, and one jacket. All uniforms shall be laundered by the District weekly.

District does not have this position:— PARTS MANAGERS WILL BE PROVIDED WITH TEN PAIRS OF PANTS, TEN SHORT SLEEVED SHIRTS AND ONE JACKET. All uniforms shall be laundered by the District weekly.

Inventory Control Assistants will be provided with eleven pairs of pants, eleven short sleeved shirts and one jacket. All uniforms shall be laundered by the District weekly.

18.301 The District will furnish ~~steel toe~~ safety-toed work boots, with oil resistant soles, for all shop personnel. ~~with 4 inch minimum ankle protection and oil resistant soles, for all shop staff personnel all Mechanics, Parts Managers and Mechanics' Assistant Fuelers.~~ The District will cover the cost of the boots and optional insoles for up to a total of Employees' boots shall be allocated for shoes will be reimbursed the actual cost up three hundred dollars (\$300.00) including sales tax. Consultation on replacement of shoes boots

will occur between the appropriate manager and employee and shall not be unreasonably denied. Boot replacement will occur no later than 18 months from the original purchase. Red Wing and Shoe Emporium will continue as preferred vendors.

15. Bus Driver Shortage and Absences Temporary Coverage (2021-2022, 2022-2023, and 2023-2024 School Years)

a. The Parties agree for the 2021-2022, 2022-2023, and 2023-2024 school years, the District is authorized to assign qualified substitutes, employees, non-ATU bargaining unit employees, and contracted bus driver services, to cover routes when there is a shortage of sufficient bus drivers to cover all existing routes.

b. The Parties agree to meet regularly throughout the 2021-2022, 2022-2023 and 2023-2024 school years to identify additional options to provide route coverage for the bus driver shortage crisis.

c. The Parties agree to eliminate the use of any contracted service providers as bus driver position vacancies are filled with ATU unit member bus drivers. No contracted bus driver services shall supplant the opportunity/position for an existing unit member.

d. For every route that is covered by a new hire, the District will reduce any contracted services bus driver position proportionately.

16. EGBERT Updates to Article 24.

The Parties agree that ATU has previously negotiated with the District regarding EGBERT and that the following includes previously agreed upon EGBERT terms and is meant to update the collective bargaining agreement and makes no changes to ATU unit members' eligibility for and participation in EGBERT.

Notations regarding additions and deletions to Article 24 shall be specified below. If there is no strike through for a deletion and no underline for an addition below, the existing contract language shall remain unchanged.

The Parties agree to revise Article 24 as follows.

1. The Parties agree to delete section 24.204.

~~24.204 Retired unit members (including certified disability retirees) are eligible for health and hospitalization plan under this section provided they have at least ten (10) years of service at qualifying time (20 hours or more per week) immediately prior to retirement date. Retirees must be actively drawing retirement benefits from PERS. Such retirees shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage: i.e. enrollment in Part A and B of Medicare.~~

2. The Parties agree to add the following to 24.204:

EGBERT Trust.

a. The Elk Grove Employee Retirement Trust (EGBERT) was established as a self-managed non-profit Voluntary Employee Beneficiary Association Trust, formed in 1996 under section 501(c)(9) of the Internal Revenue Code. EGBERT is separate legal entity.

b. As a separate legal entity, EGBERT is governed by a Board of Directors independent from the District Board. ATU has been a party to the EGBERT Trust since its inception in 1996. ATU has an EGBERT Trustee and one Alternate Trustee on the EGBERT Board with fiduciary responsibilities to EGBERT. The EGBERT Board has exclusive authority to manage EGBERT operations and administer the Trust.

c. ATU unit members shall participate in the EGBERT Trust consistent with all EGBERT eligibility requirements and all of the terms and conditions established by the EGBERT Trust.

17. Leaves, Article 20-Bereavement.

The Parties agree to replace Sections 20.1(j) and 20.5 of the collective bargaining agreement regarding Bereavement as follows:

20.1 General Leave Provisions

~~j. Immediate family referred to throughout Article 20 shall mean the employee's spouse or registered domestic partner, mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of the employee or of the employee's spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, child of a registered domestic partner, brother, brother-in-law, sister, sister-in-law, stepfather, stepmother, stepchildren, foster parents, foster children, parent of the registered domestic partner, or any relative living in the household of the employee.~~

20.5 BEREAVEMENT LEAVE

~~20.501 All bargaining unit members shall be granted three (3) paid leave of absence days within the State of California or five (5) paid leave of absence days if out of state, for death of any member of his/her immediate family. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.~~

~~20.502 Such leave shall not be deduced from accumulated sick leave.~~

New 20.1. Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency

status; an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, step parent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.

New 20.501 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 13.7 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave.

20.502 Prior approval is not required.

New 20.503 Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

NEW 20.504 Bereavement Leave days shall not be deducted from the sick leave balance.

18. Leaves, Article 20-New Paid Pregnancy Disability Leave.

The Parties agree to replace section 20.13 and replace it with the following new 20.13:

20.13 Pregnancy-Disability Leave

~~20.1301 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use sick leave for the above.~~

~~20.1302 Request for the above leave shall be submitted to the Human Resources Department at least three (3) weeks prior to the anticipated date on which the leave is to commence.~~

New 20.13. Paid Pregnancy Disability Leave

20.1301 During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to 20 work

days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.

a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.

b. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.

c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.

20.1302 After use of the above Paid Pregnancy Disability Leave, a unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use his/her sick leave for the above.

20.1303 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery therefrom, provided such leave shall not exceed one (1) calendar year.

20.1304 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

19. California COVID-19 Supplemental Paid Sick Leave

The Parties agree to the following new COVID-19 Supplemental Paid Sick Leave provisions:

California COVID-19 Supplemental Paid Sick Leave (SB 95 and California Labor Code Section 248.2)

Effective October 1, 2021, if the California COVID-19 Supplemental Paid Sick Leave law is not extended by law or order and is also not replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law by October 1, 2021, then for the remainder of the 2021-2022 school year, the District agrees to continue to provide the equivalent

of the California COVID-19 Supplemental Paid Sick Leave to unit members. This section shall expire unless otherwise agreed upon by the parties on June 30, 2022.

If the California COVID-19 Supplemental Paid Sick Leave law is extended by law or order, or is replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law, then the Parties agree to meet and negotiate the effects of this new leave.

Unit members are entitled to a maximum of ten days of this Supplemental Paid Sick Leave per the 2021-2022 school year. If this Supplemental Paid Sick leave is extended by the District under the terms of this section, then beginning on October 1, 2021, employees, who are not directed by the District to quarantine, will be required to provide medical verification, or proof of vaccine for reasons related to side-effects, or proof of COVID-19 test result in order to be eligible for this Supplemental Paid Sick Leave. If a situation does not fall within any of the above referenced means of verification, the unit member may appeal to the Chief Human Resources Officer for review.

When applicable as a result of a COVID-19 exposure at a school or district worksite/facility, COVID-19 related workers' compensation and Cal-OSHA laws shall also apply.

In the event that a unit member has questions related to available leaves or has concerns about the exhaustion of available leaves, the unit member may contact the Human Resources Department for guidance.

20. To address the questions raised by ATU, the following are the District's specific responses to each of ATU's Section 3.6, 12.302, 12.203, 15.301, 15.4, 18.2, and 22.803 proposals (ATU's proposals are in blue.) to create new contract language or to change the Parties' existing collective bargaining agreement terms. The information included in each of the following District responses has been shared during negotiation discussions with ATU.

a. ATU's New Camera Use Proposal:

Article 3.6 Camera Use: 3.601 The Company will not initiate the review of electronic media solely for the purpose of looking for employee misconduct. However, the Company and the Union agree that any recording resulting from video imagery may be used as evidence in an investigation. In the event any recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence, and if in disagreement with the Company's decision or action, the Union may utilize the grievance procedure. Furthermore, members shall have the right to review footage of themselves prior to the footage being viewed by a parent or student. The Company agrees to provide the Union with a description and purpose for all new technologies before implementation.

District Response to ATU's proposal: The District does not agree to add new language regarding camera use to the Parties' collective bargaining agreement. ATU's proposal regarding camera use is a new proposal, not clean up language. This proposal appears to be based on a context outside of public education and references the "Company." As shared during multiple negotiations sessions, this proposal presents many challenges for a public school district for implementation. (1) The District has existing board policy and administrative regulations (BP/AR 3550.1) regarding video surveillance. (2) The proposal would require the District to seek permission from the Union to use the video footage in an investigation, and if the Union disagreed with its application, the Union would be allowed to file a grievance over the matter. (3) In matters of discipline, unit members are afforded due process and will have an opportunity to view all applicable relevant evidence, including video, prior to disciplinary action. (4) The Public Records Act (PRA) and the Family Educational Rights Privacy Act (FERPA) have been considered related to this proposal. ATU's proposal could result in legal conflicts related to compliance with the PRA generally, and to FERPA related student records responses and other related student privacy issues. (5) Investigations involving or conducted by law enforcement might also create conflicts with the proposed language.

b. ATU's 2009 Substitute Benefit Proposal:

12.203 For purposes related to district-wide benefits (vacation, sick leave, etc.), accruals will be earned from the date of hire as a substitute, 5-hour variable or regular employee in the District. ~~This section applies to substitutes hired prior to July 1, 2009.~~

District's Response to ATU's proposal: The District proposes the status quo with no changes to the Parties' collectively bargained agreement. ATU's proposed language would require the District to perform an audit that goes back more than 12 years and ascribe vacation, sick leave and other benefit accruals to those individuals who served as substitutes from July 1, 2009 to the present.

c. ATU's Paid Vacation Bidding Proposal:

12.302 The District and ATU agree to have the bidding process in July to accommodate year round schedules. The District and the Union agree to a revised bidding process to be conducted on two, ~~unpaid~~ paid, evening bidding sessions. Each driver is required to attend one evening bidding session. The District shall maintain a substitute employee call sheet, noting date, time and person called. A copy of this list shall be provided to the Union upon timely request.

District's Response to ATU's proposal: The District proposes the status quo with no changes to the Parties' collectively bargained agreement because the bidding process currently allows for bus drivers to establish vacation days based on seniority. The District is open to doing vacation bidding remotely.

d. ATU's Pre-Trip Proposal:

15.3 ~~Check-Out~~ **PRE-TRIP** Time—Bus Drivers

15.301 ~~Check-out~~ **Pre-trip** time for bus drivers shall be ~~fifteen~~ **twenty-five** minutes.
Clean up time for bus drivers shall be ~~fifteen~~ **twenty-five** minutes.

District's Response to ATU's proposal: The District proposes the status quo with no changes to the Parties' collectively bargained agreement because the Transportation Department has determined by observation that the current time allotment is an adequate amount of time for the preparation time and clean up. This is a total of 30 minutes for pre-trip and clean up.

e. *ATU's New Check-In Proposal:*

15.4 CHECK-IN TIME – BUS DRIVERS/ATTENDANTS

15.401 Bus drivers and attendants shall begin their work day from the moment they enter the line to check-in.

District's Response to ATU's proposal: The District proposes the status quo with no changes to the Parties' collectively bargained agreement. The District shared with ATU and believes that it can work with the Union in refining the check-in procedures to ensure that the drivers do not stand in line too long for check-in. ATU's proposal is a new proposal, not clean up language. This interest can be addressed outside of contract negotiations. From a logistical perspective it is unclear how the District would account for when a unit member began to stand in line.

f. *ATU's District-Provided Uniform Proposal:*

Team members, this includes some of your changes but not all, beanies and embroidering still need to be addressed

18.2 District-Provided Uniforms and Approved Optional Wear

REQUIRED ITEMS:

Short or long sleeve, blue or ~~khaki~~ shirt

Mesh knit shirt, blue ~~or khaki~~

Women's half-elastic pant, navy

Women's Capri pants, navy

Men's /women's standard waist pant, navy

Men's / women's flex waist pant, navy

Light weight jacket, navy

Heavy weight jacket, navy

Shall include 100% cotton options

OPTIONAL ITEMS:

Women's tailored shorts, navy ~~or khaki~~, minimum 7-inch inseam
Men's standard waist or flex waist shorts, navy ~~or khaki~~, minimum 7-inch inseam
Rainwear set, yellow
Men's/women's mock turtleneck, navy
Tee shirt, vendor only, navy
Crew socks, white
Baseball cap/visor, navy & khaki
All appropriate items to be embroidered by vendor

District's Response to ATU's proposal: The District is willing to continue to discuss District-provided uniforms. In light of the urgency of the current bus driver shortage, and the Union's request for the District to move forward with the District's financial proposal, the District initially did not accept this proposal. But the District also advised ATU that the District is willing to engage in further negotiations regarding ATU's proposed changes to uniforms. We are willing to work together to determine what is available from vendors.

g. ATU's Compensatory Time Off in lieu of Overtime Proposal:
22.803 Compensatory time will be reported and tracked in the same manner as overtime.

District's Response to ATU's proposal: The District proposes the status quo with no changes to the Parties' collectively bargained agreement because the District would like to move away from a compensatory time off model and pay overtime pay for any overtime worked given the depths of the driver shortage. Compensatory time off results in more time off for bus drivers, while overtime pay results in more pay for bus drivers.

ATU Minimum Wage Proposal

For all classification ranges with steps below minimum wage, the first step in that range shall be set at the step currently above minimum wage prior to any salary increase agreed to in this proposal. The remaining steps shall continue up at the current percentages set for all steps.

District's Response to ATU's proposal: In lieu of ATU's proposal, the District and ATU agreed to incorporate the Side Letter of Agreement previously agreed to by the parties regarding the minimum wage, dated December 17, 2019.

ATU Step Increases

ATU members shall progress to each step annually. Thus, 5 and 6 will be separated making 7 the new 8. The percentage between each step shall remain the same.

District's Response to ATU's proposal: This is a new economic proposal first shared by ATU with the Board on September 7, 2021. Consistent with the parameters of the ongoing

compensation proposal included in section 2 above, the District is willing to discuss ATU's proposal.

21. Duration.

The Parties agree to revise Article 15 regarding Duration to extend the Parties agreement two years as follows:

The collective bargaining agreement between the parties shall be effective from July 1, 2020 to June 30, 2022. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

For ATU

For EGUSD

Dated: _____

Dated: _____