



## MINUTES

RUFT Negotiations  
Tuesday, October 23, 2018  
9:00 a.m. – 2:00 p.m.



District Board Room

*Members: RUFT: Lynette Christensen, Sandra Cornelius, Jenn Lewis, Chris Morgan, Laurisa Stuart  
District: Dustin Haley, Candice Harris, Sean Martin, and Dave Scroggins*

- I. Welcome
- II. Review and Agree to Norms
  - a. RUFT and the District mutually agreed on the following norms:
    - i. Operate from a position from mutual respect and transparency
    - ii. Take time to ensure that everyone is included
    - iii. Pause for clarification if needed
    - iv. Give full attention to the person who has the floor
    - v. Respect the Caucus
    - vi. Check in for agreement
    - vii. Use last 30 minutes of each session to review, edit, and approve mutually agreed upon minutes to communicate progress
- III. Articles to be opened - Determine which articles to negotiate first.
  - a. Any Language deletions will have a ~~strike through~~ and any additions or changes will be in *italics* and highlighted in **red**.
  - b. Article 14: Sick Leave
    - i. Eliminate the italicized language of the MOU at the beginning of Article 14: ~~A Memorandum of Understanding between RUFT and Rescue Union Schools District has been signed detailing the following: Unit Members shall be entitled to use a maximum of ten (10) days of accrued sick leave per school year for discretionary leave. The unit member shall secure prior approval from his/her supervisor of such personal leave no later than the day before the leave. If more than one unit member per work location per day requests personal leave, it may not be granted if it causes undue hardship for the site. See Addendum 1-3.~~
  - c. Article 16: Personal Necessity Leave and Personal Leave
    - i. Move under Article 14: Sick Leave and placed after 14.3
    - ii. Updated article language:
      1. *Unit members shall have the use of ~~be granted~~ up to a total of ten (10) days of discretionary leave, which may be used at the discretion of the employee (see Discretionary Leave, #4), at full compensation during each school year of their employment. Such Discretionary leave shall not be cumulative and will be deducted*

*from the unit member's sick leave.* The purpose of this leave is to enable the unit member to take care of urgent personal business that would normally require them to be absent from duty. Any unused days shall be carried over to the following school year as sick leave.

- ~~2. Personal Necessity Leave. Appropriate uses of personal necessity leave including dealing with legal matters, home emergencies and responsibilities, family emergencies, the inability to get to assigned work location due to circumstances beyond the employee's control, or other reasons approved by the superintendent or designee. Personal necessity leave shall not be used for purposes which are not serious in nature, for matters which can be taken care of outside of assigned hours of service, for purposes of earning money or working elsewhere, and vacation or recreation.~~

Except for the reasons listed in #3, the unit member shall secure prior approval from his/her supervisor of such personal necessity leave no later than the day before the leave begins. The unit member must complete the required form, confirming in writing that the personal necessity leave is in accordance with this provision.

- ~~3. (Move 16.4 to 16.2) Discretionary Leave (No tell): Ten (10) days of the ten total days may be used by the unit member for personal leave, for personal matters other than those listed in paragraphs 2 and 3 above. *The unit member shall secure prior approval from his/her supervisor of such discretionary personal leave no later than the day before the leave. Discretionary leave* If more than one unit member per work location per day requests personal leave, are requested *may not be granted if it causes undue hardship for the site.*~~

~~(Move 16.3 to be included under 16.2) *The unit member is not required to secure prior approval from his/her supervisor before taking discretionary personal leave for the following reasons (up to 2 days):*~~

- ~~(Indent) a. death or serious illness of a member of his/her immediate family~~
- ~~b. accident involving his/her person or property, or the person or property of a member of his/her immediate family; and~~
- ~~c. other reasons as approved by superintendent or designee~~
- iii. Revise Addendum E: Absence Report Form
- iv. Article 16 will be labeled as *"Not in use at this time."*
- d. Article 18: Long/Short Term Leaves
  - i. Change heading to *Long Term Leave*

- ii. Article 18.3: A unit member granted a long-term leave shall inform the District, in writing, by February 1<sup>st</sup> of the following year of his/her intention to return; otherwise it will be assumed he/she is terminating *employment with the District.*
  - iii. Article 18.5: A full time unit member with five (5) years or more of consecutive employment in the *District* will be given the right to return to his/her previous assignment after a one (1) year leave of absence. The return assignment will be determined at the time the leave is granted.
  - iv. Add Article 18.8: *A unit member on approved leave shall not accept certificated employment. Acceptance of certificated employment while on leave will be considered as resignation from employee's position with the District.*
    - 1. Revise the Long Term Leave Form
  - v. Article numbers 18.8 and 18.9 are renumbered as *Articles 18.9 and 18.10*
  - vi. Article 18.10a: A unit member shall have served at least six (6) consecutive years in the district prior to the request for a long-term leave with any type of remuneration.
  - vii. Article 18.10b: A paid leave for study may be granted to any certificated unit member for the purpose of study by the unit member concerned which will benefit the schools and pupils of the District. This leave shall not exceed one (1) year.
  - viii. Article 18.10h: The number of unit members on paid leaves for study shall not exceed ~~five percent~~ *5%* of the unit members in any given year. If there are applications from more than ~~five percent~~ *5%* of the unit members and all of the above conditions have been met by each, the final candidate(s) will be selected on the basis of seniority in the District. The final candidate(s) ~~or candidates~~ will be recommended to the Board for the final determination.
- e. Article 7: Transfers and Reassignments
- i. Article 7.3.a.iii: All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers. *After two (2) three-day district wide posting periods, positions will be open for outside hiring.*
  - ii. Article 7.4 District Proposed Language: *Any referred teacher currently in the PAR program (See Article 36) or unit member with formally documented discipline issues within the past six months shall not be permitted to transfer without approval of the site administrator which the employee is seeking to transfer to.*
    - 1. Tabled until the October 30<sup>th</sup> meeting for more discussion.
- f. Article 10: Class Size and Assignments
- i. RUFT desire to lower class sizes K-5 to 24-1.
  - ii. RUFT desire to have TK be a separate category and lower class sizes in TK to 20-1.
    - 1. Tabled until the October 30<sup>th</sup> meeting for more discussion.

IV. Discuss/Review Minutes

V. Next Meetings: Oct 30<sup>th</sup> at 9:00am

Respectfully Submitted,

Dustin Haley