

ARTICLE L: COMPENSATION AND BENEFITS

Should the District agree to increase the total compensation of any other represented or unrepresented District employees for the 2020-2021 year, the District agrees to increase the classified bargaining unit total compensation by the same percentage with the same effective dates. (Additional compensated time required of MTA unit members shall not be considered compensation for the purpose of this agreement.)

The parties agree to reopen this article only on the topics of salary schedule and healthcare contribution after the August revise, and no later than October 1, 2020.

Section 1: Salary

Effective July 1, 2019, the classified salary schedule shall be increased by 041%. Effective July 1, 2019, all unit members on Step 1 shall advance to Step 2, Step 1 shall be eliminated. A new Step 9 shall be added, that conforms to the existing salary schedule structure, which is approximately 5% between Steps.

A. Bargaining unit employees shall be paid in accordance with the rates established for each classification as set forth in the Appendix of this Agreement.

B. All new bargaining unit employees shall be placed at Step 2 of the salary range of the classification to which the bargaining unit employee is assigned.

C. Bargaining unit employees shall move to the next higher step of the appropriate salary range each year on the bargaining unit employee's anniversary date as defined in Section 2, below, except employees who moved from Step 1 to Step 2, effective July 1, 2019, who shall move to the next appropriate step on their original anniversary month in the 2020-2021 school year.

D. Bargaining unit employees who earn an Associate or Bachelor degree from a college or university accredited by an accrediting agency recognized by the U.S. Secretary of Education shall be paid at one (1) range higher than that currently designated for their classification.

Section 2: Anniversary Date

A. Each bargaining unit employee shall be assigned an anniversary date when he/she is hired. The anniversary date shall be the first of the month in which employment as a bargaining unit employee begins.

B. Once a bargaining unit employee's anniversary date is established, it shall not be changed if the employee is promoted, demoted, reclassified, or in any other manner, affected by a change in classification or salary range.

Section 3: Placement Upon Demotion

A. A bargaining unit employee who accepts a voluntary demotion, a voluntary demotion in lieu of layoff, or one who exercises displacement rights in a lower classification in lieu of layoff, shall be placed on the step of the salary range for the lower classification which is closest to the salary rate that the bargaining unit employee earned in the higher classification, provided that the bargaining unit employee shall not receive a salary increase thereby.

B. In other demotions (such as specified in Article R), the order shall specify the step of the salary range for the lower classification at which the bargaining unit employee shall be placed.

Section 4: Step Placement Upon Promotion

A. Placement upon promotion shall be at the lowest step in the new range which provides at least five percent (5.0%) increase in salary.

B. Differential pay shall not be considered in determining placement.

Section 5: Step Placement Upon Reallocation

When a position or classification is reallocated to a higher salary range and such allocation is not the result of reclassification action as defined in Article W, incumbents shall remain at the step to which they were assigned prior to the reallocation.

Section 6: Time of Salary Payment

A. Bargaining unit employees shall be paid at least once per month no later than the last working day of the month in which the bargaining unit employee was in paid status.

B. Any payroll error resulting in insufficient payment to a bargaining unit employee shall be corrected and a supplemental warrant issued not later than five (5) working days after the bargaining unit employee provides notice to the payroll department.

Section 7: Pay for Bargaining Unit Employee Temporarily Working Another Position

A. A bargaining unit employee who replaces a bargaining unit employee who is absent or who works in a vacant position shall be paid not less than his/her current rate of pay. Such assignments shall be at the request, convenience and sole discretion of the District.

B. If the bargaining unit employee works for a bargaining unit employee in a higher classification, the bargaining unit employee shall be paid at his/her rate of pay, or step 1 of the replaced bargaining unit employee's range, whichever is higher. When a bargaining unit employee works for the same bargaining unit employee for five (5) days or more in a fifteen (15) day period, retroactive to the first day the employee shall be paid at Step 2 of the replaced bargaining unit employee's salary range, or shall receive an increase of 5% above his/her regular rate of pay, whichever is higher. Such assignments shall be at the request, convenience, and sole discretion of the District.

C. Performing Management Duties: Any bargaining unit member temporarily directed to perform the duties of a manager/supervisor position (outside the bargaining unit) for five (5) days or more in a fifteen (15) day period, retroactive to the first day the employee shall be paid at Step 1 of the replaced manager/supervisor employee's salary range, or shall receive an increase of 5% above his/her regular rate of pay, whichever is higher.

D. Substitute employees, who are defined as a non-bargaining unit employee replacing an absent bargaining unit employee pursuant to Education Code 45103, shall not be paid at a rate greater than Step 2 of the applicable salary range.

Section 8: Longevity Pay Bonus

A. Employees satisfying the requirements in B below, will be granted a longevity bonus. For this section only, the bonus will be issued in monthly installments according to the following schedule:

Employee Work Days	Number of Installments	Dates of installments
180-190 work days	10	Sept - June
191-210 work days	11	Aug - June
211 and greater	12	July - June

B. A longevity bonus will be granted to all regular classified bargaining unit employees at the completion of eight (8) years of service, effective the first working day of the ninth (9th) year of service. This bonus is granted to each qualified bargaining unit employee regardless of hours assigned per day. An increase will be granted every three (3) years completed thereafter, per the schedule below.

Beginning year 9 through 11th year = \$63.50 per month

Beginning year 12 through 14th year = \$85.50 per month

Beginning year 15 through 17th year = \$107.50 per month

Beginning year 18 through 20th year = \$140.50 per month

A \$41.50 per month increase will be granted every three (3) years completed thereafter.

C. For bargaining unit employees who have been reemployed after layoff or reinstated after voluntary resignation, the length of time during which no services were rendered to the school district shall not be counted for computation of longevity.

Section 9: Physical Examinations

The District shall provide the full cost of any medical examination required by the District as a condition of employment.

Section 10: Effects of Unpaid Leaves

Upon return from an unpaid leave of absence granted by the District, a bargaining unit

employee will resume his/her step placement and advancement, but the unpaid absence time will not be counted for step advancement. Paid absences do not affect anniversary dates or step placement.

Section 11: Health and Welfare Benefits

A. The parties have agreed to a comprehensive health and welfare benefit package which includes the following coverages:

1. Major Medical
2. Group Dental
3. Income Protection Plan, premium to be partially paid by the bargaining unit employee. Specifically, the employee will pay \$.11 per each \$100.00 of his/her salary.
4. Group Life Insurance
5. Vision Care

B. 1. Effective July 1, 2018, the District shall pay a maximum annual contribution for health and welfare benefit premiums (Medical, and Dental, Vision, and Life Insurance) of \$14,750 for each eligible full-time bargaining unit employee. Effective July 1, 2018, the District contribution shall be pro-rated on a six (6) hour base for part time unit members hired on or after July 1, 2018. (For example, a five hour position will receive 5/6th (83.33%) of the District contribution.) All bargaining unit members employed prior to July 1, 2018 shall be grandfathered in on a four hour base for full Distribution.

2. The parties agree that the District will no longer credit the bargaining unit Benefit Fund with the premium amounts the District would have paid on behalf of unit members who elect not to receive insurance or any portion of the maximum contribution not used because the premiums are less than the maximum contribution.

3. As a condition of continued receipt of health and welfare benefits, bargaining unit employees shall pay any premium cost of health and welfare benefits in excess of the District's monthly and annual maximum contributions on a tenths basis through payroll deduction.

4. The District and CSEA, Chapter 29, shall negotiate regarding any change in benefit carriers or benefit levels. The District agrees to maintain the same or comparable benefits as currently provided and set forth in A, above, subject to the District contribution limit set forth herein.

5. Eligibility for District paid health and welfare benefits provided by this Article shall be limited to those bargaining unit employees who are assigned a minimum of a twenty (20) hour work week, pro-rated as stated in Section 11, B.1 of this article. However, bargaining unit

employees who are reduced in hours below this limitation shall be eligible for benefits as if they were assigned a twenty (20) hour work week.

If a non-benefited bargaining unit employee moves into a new classification which is eligible for district paid benefits and subsequently fails probation in the new classification, the bargaining unit employee shall not be entitled to keep district paid benefits if he/she is placed in a position of less than 20 hours per week.

6. Effective with open enrollment for insurance coverage for the 2013-2014 insurance year, eligible bargaining unit employees may elect not to receive any portion of the Health and Welfare benefits package.

C. The term of insurance coverage listed in A shall be as follows:

1. All insurance coverages for all eligible employees will become effective the first day of the month following the first date of employment and/or commencement of eligibility.

2. Insurance coverage will terminate as follows:

a. For all employees, the last day of the month two months after the employee provides his or her last day of service or three (3) months after the employee provides his or her last day of service if the employee retires through PERS.

b. In order to receive these benefits, the employee must pay in advance to the District any employee portion (if applicable for the months that coverage will be rendered) of insurance premiums to continue insurance coverage pursuant to this section.

D. The District will allow retiring classified bargaining unit employees and eligible dependents currently receiving benefits to continue in the District group health and welfare package by remitting to the District appropriate premiums when due, subject to the following terms and conditions:

1. The employee has a minimum of ten years of service in the District.

2. The employee qualifies for retirement under the PERS system and actually retires.

3. The premium for continued health coverage shall be at the rate set for retirees per the District group plan. Premiums may also be made for eligible dependents, if the retiree participates.

4. The retiree can elect to continue health coverage until:

a. The District ceases to maintain any group health plan for

employees.

- b. The District group plan for employees disallows participation by retirees.
- c. The retiree fails to pay the required premiums when due.

E. The District will establish a District-wide Health and Welfare Benefits Committee. CSEA will have the same number of members on the committee as each other group. The CSEA President or designee shall designate appointees to the committee. The committee shall investigate health and welfare benefits options and shall make recommendations to the respective negotiating teams. Any recommendation shall be subject to negotiations by the parties.

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Section 12: Alternative Pay Schedule

A. The Board of Education, when not paying the annual or monthly salaries of persons employed by the District in twelve equal monthly payments, may withhold, upon election by the individual employee, from each payment made to such employee an amount as follows:

- 1. For an employee employed eleven months a year, an amount equal to $8 \frac{1}{3}$ percent thereof and the total amount deducted to be paid not later than the tenth of September next succeeding.
- 2. For an employee employed ten months a year, an amount equal to $16 \frac{2}{3}$ percent thereof and the total amount deducted to be paid in two equal monthly installments not later than the tenth day of August and the tenth day of September next succeeding.
- 3. For an employee employed nine months a year, an amount equal to 25 percent thereof and a total amount deducted to be paid in three equal monthly installments not later than the tenth day of July, the tenth day of August, and the tenth day of September next succeeding.

B. When an employee has elected to be brought under the provisions of this section, such election shall not be revocable until the commencement of the next ensuing fiscal year. However, in the event that any employee leaves the service of the District by death or otherwise before receiving such monies as may be due him, the amount due him shall be paid within thirty (30) days of the last working day, to him or any other person entitled thereto by law.

Section 13: Training and In-Service Classes

Any employee engaged in training or in-service courses mandated by the school district will be paid at the applicable wage for the time actually spent in such training or other participation

outside of the employee's regular working hours.

Section 14: Pay for Extra Curricular Activities

Bargaining unit employees, assigned by the District, to work extra-curricular activities outside the normal work day shall be paid at a rate of fourteen (\$14.00) dollars per hour for those activities identified by the District and CSEA in the Appendix.

Bargaining unit employees who have a student(s) enrolled in the District may volunteer for extra curricular activities identified in the Appendix only in which said parent's student participates in such extra-curricular activities without the compensation identified in this section.

Bargaining unit employees who perform duties in their classification will be paid their normal rate of pay. Bargaining unit employees who perform duties normally and customarily performed by the classified bargaining unit will be compensated at Step 1 of the appropriate range for the position with those assigned duties.

Unit members providing bilingual interpreter/translator services both oral and written outside of the unit member's regular work hours, shall be paid at a rate of twenty (\$20.00) per hour.

Section 15: Compensation for Serving on District Interview Panel

Bargaining unit employees who have been requested to serve on an interview panel shall receive compensation under the following procedures:

A. If employee serves on the panel during his/her regular work hours, there shall be no additional compensation.

B. If the employee serves on the panel during times that he/she is not required or expected to be on duty, that employee shall receive compensation at his/her current rate of pay.

Section 16: Uniforms

The District shall provide uniform shirts to itinerant members of the bargaining unit for safety and identification purposes as follows:

1. Maintenance workers, groundskeepers, warehouse workers, and information technology staff shall be issued uniform shirts upon initial employment and replacement garments will be provided upon presentation of prior issue. The District will provide each affected bargaining unit member with uniform shirts sufficient for a daily change for at least one (1) week.
2. The District shall be responsible for cleaning and maintaining the uniform shirts.
3. Bargaining unit members who are provided with uniform shirts shall be required to wear them at all times while working.
4. Initial selection (and any changes thereto) of uniform shirts shall be made in consultation

with a CSEA representative from each affected classification.

Section 17: Mileage Reimbursement

Bargaining unit members who are required by their supervisor or administrator designee to drive their personal vehicle between District worksites during the work day shall be paid mileage reimbursement at the federal Internal Revenue Service Rate.

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ARTICLE X: SAFETY AND HEALTH

A. General Provisions

1. The District shall make all reasonable effort to provide safe and healthful working conditions in compliance with applicable CalOSHA requirements.
2. The District shall communicate on matters relating to occupational safety and health, including information designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. No bargaining unit employee will be in any way discriminated against for reporting unsafe or unhealthful working conditions.
3. The District may require certain employees to wear safety equipment and/or personal protective equipment and shall furnish any required safety equipment and/or personal protective equipment to permit bargaining unit employees to perform assigned duties safely. The District shall ensure regular annual refresher safety training for all bargaining unit employees, consistent with their classifications. The District shall offer timely training programs, which may include on the job training, as applicable upon adoption of new tools, materials, equipment, and/or procedures, in addition to hazard-specific training occasions of wildfire, pandemic, etc.
4. If the District establishes a safety committee, CSEA shall have the right to appoint a reasonable number of bargaining unit employees to serve on said committee, meaning no less than the number of certificated bargaining unit members.

B. Paraeducator Welfare and Safety

The District shall provide training to paraeducators. Training topics shall include safe lifting techniques, proper reporting procedures for workplace violence and/or injury, and de-escalation strategies. ProAct or equivalent training will be provided as required by job description.

C. Security Cameras

1. The purpose of viewing these recordings is to ensure student and employee safety, protect District property, and determine the source of/or prevent criminal activity.
2. Annually, upon request, the District shall provide CSEA with a listing of the number of known recording equipment to be used at worksites, An initial list of equipment will be provided fifty (50) days after MOU is signed and ratified by both parties.
3. When the District has installed recording equipment, signs will be posted to notify

persons that recordings may occur at the District.

4. No recording equipment will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as restrooms or locker rooms.
5. The District will not use recording(s) to determine promotions and transfers, to serve as a timeclock, or to evaluate employee work performance.
6. The District will not use recording(s) to discipline CSEA bargaining unit employees except in the circumstance when the recordings reviewed provide evidence that a) the employee engaged an act of criminal activity, or b) the recording corroborates a verbal complaint or witness statement.
7. Recording equipment and live recordings may be used for instructional purposes. However, it is agreed that any use for instructional purposes is also subject to paragraphs 5 & 6.

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ARTICLE Y: EFFECT ON AGREEMENT - ENTIRE AGREEMENT

To the extent permitted by law, the specific provisions of this Agreement prevail over District practices, policies, procedures, rules and regulations pertaining to bargaining unit employees.

District practices and procedures which are not within the scope of bargaining remain discretionary with the District except that the parties shall meet and consult regarding the development of procedures and/or policies relating to employer/employee relations not included in this Agreement.

This written Agreement sets forth the full and complete Agreement between the parties, superseding all prior formal or informal agreements thereon. There are no valid or binding representations or inducements between the parties that are not embodied herein. Other than reopeners, negotiations may occur on matters contained in this Agreement by mutual consent of the parties. However, both parties otherwise expressly waive the right to bargain concerning matters contained in this Agreement during the life of the Agreement.

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