ARTICLE 5: SALARIES AND FRINGE BENEFITS

5.1 For the 2019-20 and 2020-21 school years either party may reopen the salary and fringe benefit article plus two additional articles in accordance with the provisions of Article 21.

(1) The Association reserves the right to direct in a timely manner the allocation of any compensation that results from the forgoing terms.

(2) If any other recognized bargaining unit receives additional compensation improvement for the 2015-16 school year, the CSEA bargaining unit will received parity with the same percentage compensation for each of the fiscal years.

(3) For the 2015-16 school year, a two (2) % salary schedule increase shall be applied to the CSEA salary schedule effective July 1, 2015.

(4) CSEA will forgo an additional .29% of total compensation as a donation to the job study process in an effort to reach internal equity between bargaining unit classifications. Both parties agree to designate individuals to meet and negotiate the effects of adjusting this internal inequity. If the parties are unable to reach an agreement by September 1, 2015, the .29% will be added to the CSEA salary schedule, retroactive to July 1, 2015 and payable on a separate check by November 30, 2015.

(5) Effective July 1, 2016 the salary schedule shall be increased by 2.5% on an ongoing basis. Retroactive payments shall be issued no later than the December 2016 payroll.

(6) For the 2017-18 school year, a two (2) percent salary increase shall be applied to the CSEA salary schedule effective July 1, 2017.

(7) Effective July 1, 2018, a three and one half (3.5) percent salary increase shall be applied to the CSEA salary schedule.

(8) Effective July 1, 2019 a 3.25% salary increase shall be applied to the CSEA salary schedule

5.2 The fringe benefit amount shall be $5,755.68 for full-time twelve (12) month employees. This amount is to be prorated for unit members who work less than full time (12 months) in the same proration as the regular work hours per day, days per week,

weeks per month or months per year. CSEA employees working thirty (30) hours or more per week shall be required to participate in one of the district's dental plans.

The rest of the article is status quo.

CSEA Representative

CSEA President

Senior Director, Personnel Services

Tentative Agreement

8.8 Catastrophic Illness or Injury Leave

The purpose of the catastrophic leave bank is to provide paid leave to bargaining unit members who have experienced a catastrophic illness or injury, or have had a qualified family member experience a catastrophic illness or injury that requires the member to be absent from work. The catastrophic leave bank shall only be available to participating members of the bank.

Definitions: The following definitions shall apply to this section of the contract:

8.8.1 "Catastrophic illness or injury" means an illness or injury which, on the basis of medical opinion, is expected to incapacitate the recipient or a family member for a period of thirty (30) or more ~~consecutive~~ calendar days, requiring the employee to take time off work to care for themselves or to care for that family member.

8.8.2 For the purposes of the catastrophic leave bank, "family member" is limited to the children, spouse/registered domestic partner, and parents of the bargaining unit member. "Children" includes but is not limited to, step-children, foster children, and other dependents. "Parents" shall include mother-in-law and father-in-law.

8.8.3 "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

An employee's industrial injury leave does not qualify as an injury or illness under this definition, provided the employee is eligible for coverage under Workers Compensation.

All new employees will automatically become members of the bank unless within 60 days of employment they notify the district in writing that they do not wish to join. If the employee does not opt out, the 1 day (in hourly equivalents) of donated leave credit shall be deducted the next pay period.

A maximum of 30 days may be granted to a unit member when accrued leave is exhausted. Unit members may apply for an additional thirty (30) days. All catastrophic leave grants must be preceded by written request describing the catastrophic illness or injury and how the bargaining unit member qualifies for the leave as defined in this section. The request shall be accompanied by written medical verification, satisfactory to the District **and CSEA**, ~~that the recipient has an illness or injury, which is expected to incapacitate him or her from working for a period of thirty (30) or more consecutive calendar days. Unit members may apply for an additional 30 days. This request can only be made after exhaustion of "differential days."~~ Initially the ~~Assistant Superintendent of Human Resources~~

Superintendent or their designee and the CSEA President shall evaluate and act upon the request. If they are in agreement their decision shall be final.

In the event they are not in agreement after consideration of the request, the association and the district shall appoint a neutral third party to facilitate an agreement. If such agreement is not forth coming the neutral third party shall make the final decision regarding the request. It is intended that this be done on an expedited basis.

A recipient may use donated eligible leave credits for catastrophic illness or injury for a maximum period of twelve (12) consecutive months for any one catastrophic illness or injury.

A recipient shall use any leave credits that he or she continues to accrue on a monthly basis, prior to using donated sick leave pursuant to this section.

If fewer than 60 days of leave are in the catastrophic leave bank, or it is determined that the leave balance in the bank is insufficient to meet the expected claims, the district and CSEA may mutually agree to seek an additional contribution of days. Should this occur, everyone who wishes to remain eligible must participate in each subsequent contribution. Conversely, unit members who had previously opted out of participating may donate a day of accrued leave or vacation to join the catastrophic leave bank. CSEA may annually request the names of members participating and the total number of days remaining in the bank.

Should the district and CSEA mutually agree to dissolve the catastrophic leave bank, current participants shall receive a pro-rata share of the banked days.

CSEA Representative

CSEA President

Senior Director, Personnel Services

Tentative Agreement

ARTICLE 4: WORK SCHEDULES

4.1 The normal work week for all Bargaining Unit Members shall be based on 37 1/2 hours (7 1/2 hours per day).

The unit members daily schedule will be determined by the supervisor in charge.

The length of the work day shall be designated by the district for each classified assignment upon initial employment with the district. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours.

4.2 Each unit member will work the annual calendar to which he/she is assigned. In the case of Para-Educator, they shall receive reasonable advance notice of their assignment for the year.

Other unit members will be advised of their assigned annual calendar, when possible, at least one week in advance of the starting date. The calendar assigned for cafeteria workers, special education Para-Educators and campus supervisors shall be no less than the number of days students are required to be enrolled in school. Additionally, the work schedule for these classifications shall include at least one staff development day. Reasonable advance notice shall be provided including the number of hours required which shall at least equal the daily assigned hours. Throughout the District, the standard work year for Para-Educators will be at least 150 days. Assignments for less than 150 days may occur with the agreement of the Association. The calendar assigned part-year clerical shall be no less than two weeks before and after the student enrollment year; and for all other unit members the number of days assigned shall reflect the needs of the District and schools. There shall be no reduction in assigned time for the length of this agreement except in accordance with the Education Code.

4.3 Employees whose assigned time is at least three and three-quarters (3.75) hours shall be entitled to a ten-minute rest period. Employees who are assigned five hours or more shall be entitled to a ten-minute rest period during the first part of the shift and a ten-minute rest period during the last part of the shift as designated by the supervisor.

4.4 All overtime performed by unit members must be approved by the District and shall be paid at the rate of time and one-half of the unit member's regular hourly salary or offset with compensatory time off. When compensatory time off is to be taken it shall be determined by the District after consultation with the unit member and must be taken within twelve (12) months from the date of the overtime worked. In

the event that the compensatory time off is not taken within the twelve (12) month period, the unit member shall be paid at the rate of time and one-half.

Compensatory time shall be calculated at the same rate as overtime pay. (For each hour of authorized overtime worked, an employee is entitled to one and one half (1 and 1/2) hour of compensatory time off). Employees who wish to use compensatory time shall request the use of this time to their supervisor in writing at least one week in advance of the date of the request of the time off. Compensatory time may be taken in half hour increments.

Overtime is defined to include any time required to be worked in excess of the full-time assignment in any one day (7.5 hours) and in excess of the full-time work week hours in any calendar week (37.5 hours). For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member.

For those unit members who are required to work on the sixth or seventh day following the commencement of the work week, each shall be paid at a rate equal to time and one half the regular rate pay of the unit member designated and authorized to perform the work.

A unit member required to work on a holiday listed in this agreement shall be compensated at the rate of one and one-half (1 & 1/2) times the regular rate of pay in addition to the regular rate of pay.

Assignment of overtime hours or extra hours shall be made as follows:

1. Overtime or extra hours shall be offered to CSEA employees by classification at their site by rotating seniority;

2. Overtime or extra hours shall be offered to CSEA employees by classification at other sites by rotating seniority;

3. If overtime or extra hours are not accepted by any employee in that classification, than it shall be offered to CSEA employees at the site by rotating seniority;

4. If overtime or extra hours are not accepted by any employee in that classification or at the site, then it shall be offered to CSEA employees district wide by rotating seniority;

5. Each site shall create a list of CSEA employees who are interested in working overtime or extra hours prior to the offering of any overtime or extra hours.

This list shall be recreated each school year prior to the offering of overtime or extra hours;

6. CSEA employees who want to be on an overtime/extra hours list for work outside of their current job classifications (or for classifications in which they hold seniority) must be able to competently perform the duties of the overtime/extra hours assignment.

4.5 All full-time unit members shall be entitled to an unpaid duty-free lunch period of not longer than one (1) hour nor less than one-half (1/2) hour which shall normally be scheduled at or near the mid-point of each work shift.

Part time employees assigned no more than six (6) hours may, at their election, be scheduled for a lunch break. The employee shall annually indicate his/her preference to the designated supervisor. However, if this would result in an employee having a period of paid time without student responsibilities, a lunch period (as provided in the above paragraph), may be scheduled by the supervisor.

4.6 Any full-time bargaining unit member called back to work after completion of his/her regular assignment and after having left the work site or, required to work on a Saturday, Sunday or holiday, shall be compensated for at least two (2) hours of work at the overtime rate irrespective of the actual time required to render service.

4.7 A Unit employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days within a fifteen calendar day period provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and at such amounts as will reasonably reflect the duties required to be performed outside his normal assigned duties.

4.8 A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire sick leave, vacation leave, and all other leaves and benefits conferred by law.

4.9 All employees in the bargaining unit who work:

a. in the same job classification

b. in one assignment totaling six or more work hours per day, and

c. at one site whose regularly assigned shift contains a period of unpaid time totaling two or more hours exclusive of lunch, break or dinner, shall be paid a shift differential premium of 5% above the regular rate of pay for all hours worked after the unpaid time.

CSEA President

9/23/19

Senior Director, Personnel Services

CSEA Representative