

HRUSD-CSEA Negotiation Update

Provided by the Hart-Ransom Union School District

Negotiation Date: May 9, 2016

- **Overview**

- HRUSD and CSEA met again on Monday, May 9, but did not complete negotiations. The parties scheduled another negotiation day for Wednesday, May 18. There are currently no additional negotiation dates scheduled.
- Negotiations between the parties continues to be productive, and several additional contract language items were agreed upon during negotiations on May 9. The parties did not discuss compensation on May 9, but hope to address this topic on May 18.
- The various agreed-upon changes to contract language can be seen in the attached accounting of the Table Agreements that have been reached between the parties as of May 9, 2016.
- Other than compensation, there remain only four contract language items under negotiation between the parties, as can be seen in the attached accounting of Items Under Negotiation as of May 9, 2016.
- The upcoming day of negotiation on May 18 is expected to address the topic of compensation. In past meetings, the parties have spent time discussing possible ways to increase compensation for union members. The district has clearly stated its goal of achieving a total bargaining unit compensation increase for CSEA that is similar to that of the teachers' union. The district has not yet made an offer of a specific percentage increase to the salary schedule, but the parties have discussed the concept of a general salary schedule increase as well as one or more targeted compensation increases for unit members, some of which could be reflected on the salary schedule itself, and others that could be reflected in the work year calendars of various classifications. The parties have discussed three specific types of possible targeted compensation increases, as follows:
 - Compensation for the addition of days to the work year calendars of certain classifications for professional development.
 - Compensation for the elimination of minimum days for certain classifications, with the additional work time generated being used for professional development at other appropriate times during the year.
 - Unit-wide compensation for the reduction of vacation accumulation by unit members with 15 or more years of employment, to generate additional services for students.
- The district is seeking to work with the CSEA negotiation team to find ways to provide appropriate and similar compensation increases for all unit members while ensuring that the needs of the students and the district are upheld.

The parties are scheduled to meet again on Wednesday, May 18, 2016 at 8:30 AM.

A current accounting of the Table Agreements between the parties is attached below.

A current accounting of the items still under negotiation is attached below.

Table Agreements: HRUSD - CSEA

5/9/2016 2:00 PM

Miscellaneous Topics Relating to the Contract

Article Numbering System

On 4/29/2016, the parties agreed to number the articles of the contract with Arabic numerals, rather than Roman numerals.

Re-Title Article 7: Compensation

On 4/29/2016, the parties agreed to change the title of Article 7 from "Pay & Allowances" to "Compensation."

Consolidation of Transportation Articles

On 4/29/2016, the parties agreed to consolidate Articles 23 and 24 as a single Article 23 entitled "Transportation" and renumber sections accordingly

Short-Term Employees (Unrepresented)

On 5/9/2016, the parties agreed to meet at a later time to discuss the application of EC 45103 in the district as it applies to short-term employees.

Article 5: Employee Evaluations

Section 5.3 - Frequency of Permanent Classified Employee Evaluations

On 5/5/2016, the parties agreed to the following language:

Every permanent classified employee shall be evaluated by his/her supervisor at least once a year ~~or once every three (3) years if the employee has two (2) consecutive years of positive evaluations.~~ The evaluation shall be completed no later than ten (10) days prior to the last working day of the employee in the year ~~of a scheduled evaluation.~~ The employer may conduct an evaluation at any time during the year ~~including non-scheduled years~~ when the employee's performance no longer meets district standards.

Article 6: Hours & Overtime

Article 6.7 - Overtime

On 5/5/2016, the parties agreed to the following language:

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one half (1½) the regular rate of pay of the employee for all overtime hours worked. Overtime is defined as any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week.

6.7.1 ~~If the District establishes a workday of less than eight (8) hours but seven (7) hours or more, and a workweek of less than forty (40) hours but thirty five (35) hours or more, all time worked in excess of the established workday and workweek shall be deemed to be overtime.~~

Note: Renumber subsequent sections starting with 6.7.1

Article 6.7.6 - Overtime (Language moved from 6.15)

On 5/5/2016, the parties agreed to the following language:

A classified employee having an average workday of less than four (4) hours during a workweek on a regular basis shall, for any work required to be performed on the seventh (7th) day following commencement of his/her workweek, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay.

Article 6.8 - Compensatory Time Off

On 5/5/2016, the parties agreed to the following language:

An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted by June 30 of the fiscal year in which it was earned ~~within twelve (12) calendar months from the date the overtime was worked~~ by mutual agreement between the employee and his/her immediate supervisor. If this is not feasible, the employee shall be paid on June 30 for all remaining hours of unused compensatory time ~~in excess of forty (40)~~. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.7 of this Article.

Article 6.14 - Assignment of Work

On 5/9/2016, the parties agreed to the following language:

The District agrees not to assign classified work to certificated employees.

In accordance with EC 35021(b), the district will not abolish any of its classified positions and utilize volunteer aides, as authorized herein, in lieu of classified employees who are laid off as a result of the abolition of a position.

Article 6.15 - Extra Time

On 5/5/2016, the parties agreed to the following language:

The workweek for any classified employee having an average workday of less than eight (8) hours per day, during the workweek on a regular basis, shall be compensated at their regular rate of pay up to a cumulative total of no more than eight (8) hours per day; a cumulative total of more than eight (8) hours per day shall be compensated at one and one-half (1½) time the employee's regular rate of pay.

~~A classified employee having an average workday of less than four (4) hours during a workweek on a regular basis shall, for any work required to be performed on the seventh (7th) day following commencement of his/her workweek, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay.~~

Note: Move the stricken language to Section 6.7, to become a new subsection 6.7.6.

Article 6.16 - ~~Weekend Events~~ - Non-District Sponsored **Events**

On 5/5/2016, the parties agreed to the following language:

~~Weekend~~ **Non-district sponsored** events are those activities **or events** that are sponsored by any group other than the Hart-Ransom District **and which, at the determination of the district, require extra time or overtime from classified employees.**

Classified work shall be offered to employees who currently serve or have previously served and meet the minimum requirements in those classifications in which the work is available. These assignments shall be offered in accordance with Article 6.9 of this agreement.

Employees ~~who that~~ have more than one (1) classification at different rates of pay, shall be paid at their **regular highest** rate of pay for all work performed **in that classification** at or for such events. This pay shall be the appropriate rate whether extra time or overtime.

Single classification employees will be compensated at their regular rate of pay at either extra time or overtime, whichever is appropriate.

Employees who have previously served and meet the minimum requirements in the classification in which the work is available, but do not currently hold a regular position in that classification, shall be paid at the correct rate of pay for the classification in which the work is available, at the step which is closest in hourly wage to their current rate of pay in the most similar position that they currently hold, for all work performed at or for such events. This pay shall be the appropriate rate whether extra time or overtime.

Article 6.18 - Summer Hours

On 4/26/2016, the parties agreed to the following language:

The least senior custodian will be required to work from 8:30 a.m. to 5:00 p.m. during the summer unless one or more senior employee(s) desire the later shift, in which case the most senior employee who desires the later shift will be assigned to the later shift.

Article 6.19 - Holiday Hours

On 5/5/2016, the parties agreed to the following language:

The shift for all Maintenance and Operations bargaining unit members who work during the holiday breaks shall be from 7:00 AM until 3:30 PM unless a non-district sponsored activity or event is scheduled which, at the district's determination, requires one or more of these employees to work their regular evening hours. To the greatest extent possible, employees' work schedules for holiday breaks will be determined in advance of the holiday breaks.

The least senior custodian will be required to work from 8:30 a.m. to 5:00 p.m. during the holiday breaks unless one or more senior employee(s) desire the later shift, in which case the most senior employee who desires the later shift will be assigned to the later shift.

Note: Renumber the current Section 6.19 (Substitute Hours) as 6.20

Article 6.20 - Substitute Hours (Renumbered from 6.19)

On 5/9/2016, the parties agreed to the following language:

Substitute hours shall be offered first to bargaining unit members in order of their seniority when appropriate. Appropriate shall be defined as not during a bargaining unit members normally scheduled hours of work or work days, nor at any time when substitute hours could be construed as requiring the District to pay a bargaining unit member over time.

When an absence occurs, the district shall offer the available hours, in whole or in part, to current classified employees who are qualified and suitable to perform the work unless one or more shifts cannot be covered, at which time all shifts in the absent employee's work day may be offered to one or more unrepresented substitutes who are qualified and suitable to perform the work. If the district is given less than twenty-four (24) hours notice of the absence, the district may offer the available work to one or more unrepresented substitutes who are qualified and suitable to perform the work.

Article 7: Compensation

Section 7.1.1 - Hart-Ransom Academic Charter School

On 4/29/2016, the parties agreed to delete Section 7.1.1 entirely because it is obsolete language.

Section 7.7 - Longevity

On 5/5/2016, the parties agreed to the following language:

Thirty-five cents (\$.35) an hour shall be added to the employee's hourly rate of pay beginning the tenth (10th) year of employment. An additional fifty cents (\$.50) per hour shall be added to the basic salary rate of pay beginning the fifteenth (15th) year of employment. An additional one dollar (\$1.00) per hour shall be added to the basic salary rate of pay beginning the twentieth (20th) year of employment. The total longevity added to an employee's basic salary rate shall be one dollar and eighty-five cents (\$1.85) per ~~(\$1.85) an~~ hour.

Article 7.10 - Evening Employee - Lunch Period

On 4/29/2016, the parties agreed to the following language:

Any bargaining unit member working four (4) hours of his/her daily work schedule after 4:00 ~~2:00~~ p.m. shall be compensated by being provided a thirty (30) minute paid uninterrupted lunch period. The employee shall inform his/her supervisor as soon as practical when his/her lunch period is interrupted.

Article 9: Health & Welfare

Section 9.1 - Employee Insurance Coverage

On 4/29/2016, the parties agreed to the following language:

The District will provide each eligible regular classified employee an amount not to exceed ~~\$7,200~~ \$9,000 or a pro-ration thereof, depending on the number of hours worked per week, to implement an Internal Revenue Service (IRS) Code Section 125 Plan for benefit programs offered by the District as listed below:

- 9.1.1 Medical / Prescription Plan (s) ~~offered through SISC~~
- 9.1.2 ~~Delta~~ Dental Plan(s)
- 9.1.3 Vision ~~Service~~ Plan (s)
- 9.1.4 ~~American Fidelity~~ Life, Disability, and/or Accident Insurance ~~Company~~ Plan(s)
- 9.1.5 Cash, which will be prorated on a monthly basis. Cash back benefit dollars for all current employees is frozen at \$4,400 as of June 30, 2005. Those employees receiving cash back may elect to take benefits at the current capped rate, but will not subsequently be able to revert to taking cash back once they have elected to take benefits at the current capped rate. The cash back benefit is not available to employees hired on or after June 30, 2005. ~~(Current employees may opt to take benefits at a later date or those receiving benefits may opt to take the cash capped rate, including employees on the 39 month re-hire list). There is zero cash back~~

~~benefit dollars for all new hires as of June 30, 2005. This Article was approved December 3, 2004.~~

Article 10: Vacation

Section 10.2 - Paid Vacation

On 4/29/2016, the parties agreed to the following language:

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. When desired by the employee, the earned vacation shall be granted in the fiscal year in which it is earned.

Summer vacation requests will **must** be submitted to the district office by **May 1** April 4. Employees will be apprised of approved **summer** vacation schedules by May **15** 4.

Section 10.3 - Accumulation

On 4/29/2016, the parties agreed to the following language:

Vacation time shall be **accrued at the beginning of the fiscal year** and earned ~~and accumulated~~ on a monthly basis in accordance with the following:

Employees shall earn one (1) day of vacation for every month in paid status up to twelve (12) vacation days per fiscal year during the first (1st) through fourth (4th) fiscal years of employment. **A new employee's first date of service must be on or before January 1 in their first fiscal year of service in order for that fiscal year to count towards vacation accumulation credit for the purpose of this calculation.** Beginning with the fifth (5th) year of employment, employees shall earn 1.25 days of vacation for every month in paid status up to fifteen (15) vacation days per fiscal year. ~~Effective July 1, 1999,~~ Beginning with the tenth (10th) year of employment, employees shall earn 1.5 days of vacation for every month in paid status up to eighteen (18) vacation days per fiscal year. Beginning with the fifteenth (15th) year of employment, employees shall earn two (2) days of vacation for every month in paid status up to twenty-four (24) vacation days per fiscal year.

Section 10.7 - Vacation Carry-Over

On 4/29/2016 and 5/5/2016, the parties agreed to the following language:

~~Except as provided in Section 10.6,~~ **A**n employee who has been employed from one (1) to five (5) years may elect to carry over a maximum of ten (10) days of vacation to the following fiscal year. Any employee who has been employed from six (6) to fourteen (14) years may elect to carry over a maximum of fifteen (15) days of earned vacation to the following fiscal year. Any employee who has been employed more than fifteen (15) years may elect to carryover a maximum of twenty (20) days of earned vacation to the following fiscal year. An employee must notify the District by May 1st if he/she wishes to carry any vacation over to the next fiscal year. **Employees may be required by the district to use some or all of their**

available vacation time in excess of the maximum carry-over during the year in which it was earned. Any vacation accrued at the end of the fiscal year in excess of the maximum carry-over will be paid on June 30.

Section 10.8 - Holidays

On 4/29/2016, the parties agreed to the following language:

When a holiday falls during the scheduled vacation of any employee, that holiday shall not be counted against the employee's vacation balance as a vacation day. such employee shall be granted an additional day's vacation with pay for each holiday falling within that period.

Article 12: Leaves

Article 12.5.4

On 5/5/2016, the parties agreed to the following language:

Employees shall complete a District absence request form specifying the reason for the absence and submit it to Superintendent or Administrative Assistant for his/her their immediate supervisor for approval and signature a minimum of two business days prior to using personal necessity leave, except if the leave falls under areas enumerated in 12.5.5 below. In those instances, employees will complete the District absence request form the same day as they return to work and submit it to their immediate supervisor for approval and signature. the Superintendent or Administrative Assistant.

Section 12.5.5 - Personal Necessity Leave

On 4/29/2016, the parties agreed to the following language:

Prior approval is not needed when:

- (a) the death of a member of his/her immediate family, as defined in 12.7, occurs and when additional leave is required beyond the provisions of bereavement leave.
- (B) when an accident, involving his/her person, or property of the person, or property of a member of his/her immediate family occurs as defined in 12.7.

Article 12.6 - Discretionary Days

On 5/5/2016, the parties agreed to the following language:

Effective July 1, 2006, Except for work slowdown, stoppage, or any other concerted activities, an employee may use up to four (4) days of personal necessity leave per school year at his/her discretion. Those employees who qualify for previous discretionary days of four (4) or five (5) per year, will be grand fathered into the contract based on the following:

Four (4) days when records show at least 100 days of accumulated sick leave.

~~Five (5) days when records show at least 125 days of accumulated sick leave.~~

~~If an employee drops below the required number of accumulated sick leave days to maintain four (4) or five (5) days as outlined above, they would then be subject to the maximum of four (4) discretionary days.~~

Employees shall complete a District absence request form and submit it to his/her immediate supervisor for approval and signature a minimum of two business days prior to using discretionary days. Discretionary days may not be taken on any of the following days:

The day before the first day of school

The first day of school

The day of a graduation or promotion ceremony

The last day of school

The day of any scheduled training or inservice

Section 12.7 - Bereavement Leave

On 4/26/2016, the parties agreed to the following language:

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for up to three (3) working days, or five (5) working days if more than three hundred (300) miles of one-way travel is required. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild, of the employee or the spouse of the employee; and the spouse, child, son, son in-law, daughter in-law, brother, or sister, of the employee, brother-in-law, sister-in-law, aunt, uncle, stepparents, and stepchildren, or registered domestic partner of the employee; or any relative of either spouse living in the immediate household of the employee.

Article 13: Transfers & Vacancies

Article 13.2 - Posting of Notice

On 5/9/2016, the parties agreed to the following amended language:

Notice of all vacancies shall be posted on an electronic job posting venue and sent to all classified employees' district email accounts. If a classified employee does not have a district email account, the notice shall be provided to them on paper. ~~a bulletin board outside the District Office, in the staff room, school office, and maintenance office.~~ The job vacancy notice shall remain posted for a period of at least five (5) full working days. Any employee on layoff or off duty on the date while the position is posted shall be mailed a copy of the notice to his/her address on file with the District.

Note: Through June 30, 2017, the district will continue to mail vacancy notices to all classified employees who are off duty while the position is posted.

Article 20: Re-Negotiations

Section 20.3 - Association Business

On 5/9/2016, the parties agreed to leave Article 20.3 unchanged; status quo.

Article 22: Criteria for Placement of Employees on Salary Schedule

Section 22.1 - Salary Schedule Placement

On 4/29/2016, the parties agreed to the following language:

- 22.1.2 Employees with experience in an education setting in a like classification will be granted year for year service credit, not to exceed **three (3)** ~~two (2)~~ years.
- 22.1.3 Employees will only be granted credit for experience with a non-educational employer for like job duties. One year of service credit will be granted for each two (2) years of related experience. Under no circumstances will an employee be placed on initial hire above Step **4** ~~3~~ on the salary schedule.
- ~~22.1.6 This policy shall be in effect with respect to the placement of employees hired on or after July 1, 2006.~~

Article 23: Transportation

Section 23.5 - Route Hours

On 4/29/2016, the parties agreed to the following language:

Bus drivers are guaranteed a minimum of 1 ½ hours paid for any route, ~~(with the exception of Gene Savelli's 2 hour p.m. route agreement).~~

Section 23.6 - Bus Washing Time

On 5/9/2016, the parties agreed to add section 23.6, containing the following language:

When bus washing is needed, it may be assigned to bus drivers who have available time within their full-time work day, or it may be offered as extra time to bus drivers who work less than an eight (8) hour day. Whenever possible, bus drivers will be assigned to wash their own buses. To the greatest extent possible, extra time for bus washing will be distributed equitably between bus drivers who work less than an eight (8) hour day.

Article 24: Route Bidding and Bus Selection Language *(To be incorporated into Article 23)*

Section 24.4 - Bus Trip Rotation

On 4/29/2016, the parties agreed to the following language:

At the discretion of the superintendent or designee, bus drivers who hold other position(s) with the district may vacate their other contracted position(s) to drive extra trips and/or special event trips that conflict with the scheduling of those other position(s). Inasmuch as an extra trip or special event trip does not conflict with the scheduling of a bus driver's other position(s), that bus driver may exercise their right to participate in the bus trip rotation afforded them. In the event that a bus driver is next in the rotation but is unable to drive the trip due to a scheduling conflict with other position(s) that they hold, that driver will be placed at the top of the rotation list for the next available trip that does not conflict with the scheduling of their other position(s). ~~Bus drivers the only employees allowed to vacate their other contracted position(s) during the school day to exercise their right to participate in the bus trip rotation afforded them.~~

Items Under Negotiation: HRUSD - CSEA

5/9/2016 2:00 PM

Article 6: Hours & Overtime

Section 6.10 - Minimum Call-In / Call-Back Time

CSEA proposed to increase the minimum call-in/call-back time from 1.5 hours to 2.0 hours.

Article 7: Compensation

Salary Schedule Increase

CSEA proposed a 10% increase to the salary schedule, retroactive to July 1, 2015.

Article 9: Health & Welfare

Section 9.5.a - Health Benefits for Retirees

CSEA proposed the following language:

... served the district for ~~twenty (20)~~ **fifteen (15)** consecutive years

Section 9.6.2 - Health Benefits for Retirees

CSEA proposed the following language:

The employee has been an employee of the District for a period of not less than **fifteen (15)** ~~twenty (20)~~ consecutive years in ~~full-time~~ paid status (~~6~~ **4** hours per day or more). Paid status shall be defined as "hours in paid status" as described in Section 6.13.

Article 25: Organizational Rights *(Proposed New Article)*

CSEA proposed new language in a proposed new article to provide the Association with various rights to promote union membership to new employees and to obtain from the district various information about new employees.