

# HRUSD-CSEA Negotiation Update

*Provided by the Hart-Ransom Union School District*

Negotiation Dates:    April 26, 2016    April 29, 2016    May 5, 2016

- **Overview**

- HRUSD and CSEA have met three times for negotiations so far (April 26, April 29, and May 5). A fourth negotiation date was scheduled for Friday, May 6, but this negotiation date had to be cancelled due to the absence of the CSEA Labor Relations Representative. The parties are scheduled to meet again for negotiations on Monday, May 9. There are currently no additional negotiation dates scheduled.
- Negotiations between the parties have been very positive and productive, and much has been accomplished during the three days of negotiations so far.
- The district would like to thank and commend the CSEA negotiation team for working efficiently and collaboratively with the district during the these last three days of negotiations. They have truly been a pleasure to work with.
- Much of the negotiations so far have centered on various provisions of contract language, as can be seen in the attached accounting of the Table Agreements that have been reached between the parties as of May 5, 2016.
- The parties have also 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 Monday, May 9, 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**

**5/6/2016 8:30 AM**

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### **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

### **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 (7<sup>th</sup>) 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 6.15 - 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 (7<sup>th</sup>) 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 6.7.7.*

#### **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 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 (10<sup>th</sup>) year of employment. An additional fifty cents (\$.50) per hour shall be added to the basic salary rate of pay beginning the fifteenth (15<sup>th</sup>) year of employment. An additional one dollar (\$1.00) per hour shall be added to the basic salary rate of pay beginning the twentieth (20<sup>th</sup>) 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  ~~(\$.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 1~~. 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 ~~new 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 5/5/2016, the parties agreed to the following 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 **while** ~~on the date~~ the position is posted shall be mailed a copy of the notice to his/her address on file with the District.

## **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).~~

## **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**

**5/6/2016 8:30 AM**

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### **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.

#### **Section 6.14 - Assignment of Work**

*CSEA proposed the following language:*

The District agrees not to assign classified work to certificated employees **and volunteers**.

#### **Section 6.19 - Substitute Hours** *(This section will be renumbered as 6.20)*

*CSEA proposed the following language:*

**When overtime and/or extra time assignment involves work in more than one classification the District shall offer each classification assignment separately.**

### **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 13: Transfers & Vacancies**

#### **Section 13.6 - Permanent Employees - Temporary Assignment** *(Proposed new section)*

*CSEA proposed the following language:*

Permanent employees assigned to a different classification on a temporary basis are in a temporary assignment and shall retain permanent status in the initial assignment. They are not to be considered short-term employees. When the specific assignment is completed, they will return to the initial assignment.

### **Article 20: Re-Negotiations**

#### **Section 20.3 - Association Business**

*CSEA proposed the following language:*

The Association President or his/her designee will be allowed up to ~~two (2)~~ five (5) days of leave annually at no loss of salary or other benefits for Association business.

### **Article 23: Transportation**

#### **Section 23.6 - Bus Washing Time** *(Proposed new section)*

*CSEA proposed the following language:*

The District shall create a time period during work hours to allow for washing of school buses.

### **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.