

## **HRUSD-CSEA Negotiation Update**

*Provided by the Hart-Ransom Union School District*

### **Negotiation Date: February 7, 2018**

- **Overview**

- On Wednesday, February 7, 2018, HRUSD and CSEA-699 met for the second day of 2018-2021 successor contract negotiations for the 2018-2019 school year. It was another productive day of negotiations, and the parties continued to work well together throughout the day.
- The parties have now reached table agreement about the language of 46 different sections of the contract. There are four (4) proposals that are still being negotiated by the parties.
- The full text of the parties' table agreements is provided below, along with the full text of the proposals that are still being negotiated by the parties.
- Due to time limitations, the parties were not able to discuss the salary schedule or benefit cap, but these topics will be addressed during upcoming negotiations.
- The district is looking forward to completing negotiations with CSEA, and anticipates having continued positive and productive discussions together as the parties work toward a full tentative agreement.

- Contract Sections with Table Agreement: 46
- Items Under Discussion: 4
- Tentative Agreement: Not reached as of yet
- Next Negotiation Session: Friday, February 23, 2018

***A copy of the parties' table agreements and proposals still under negotiation is attached.***

## **Table Agreements: HRUSD - CSEA**

***February 7, 2018 @ 2:30 PM***

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### **Article 5: Employee Evaluations**

*On 2/7/2018, the parties agreed to the following language:*

#### **Section 5.3**

Every permanent classified employee shall be evaluated by his/her supervisor at least once a year. The evaluation shall be completed no later than ten (10) days prior to the last ~~working day~~ **workday** of the employee in the year. The employer may conduct an evaluation at any time during the year when the employee's performance no longer meets district standards.

*On 2/7/2018, the parties agreed to the following language:*

#### **Section 5.4**

The employee must sign the completed evaluation form and be provided with the opportunity to respond to the information contained in the evaluation. Derogatory ratings shall state specific reasons for the deficiencies and specific recommendations for improvement. Signature by the employee does not necessarily indicate agreement. The employee has the right to submit a written rebuttal and have it attached to the evaluation form. The employee's response on the evaluation shall be submitted within twenty (20) ~~working days~~ **business days**. The employee shall have up to one (1) hour of his/her regular workday, mutually agreed upon by immediate supervisor, release time with pay to complete his/her written rebuttal.

### **Article 6: Hours and Overtime**

*On 2/7/2018, the parties agreed to the following language:*

#### **Section 6.1 - Workweek**

The workweek shall ~~consist of five (5) consecutive days (Monday through Friday)~~ **be defined as specified in the definitions article**. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor prohibit the District from establishing a work day of less than eight (8) hours or a work week of less than forty (40) hours.

*On 1/23/2018, the parties agreed to the following language:*

#### **Section 6.2**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular minimum number of hours per day, days per week and months per year with a set

beginning and end time, and any change must be mutually agreed between the parties or negotiated. In the event that a mandatory district meeting or training (not required to continue employment in a position) is scheduled outside an employee's regularly scheduled hours, the district may adjust the employee's schedule for that day as needed, and this may require a split shift.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 6.3**

An employee 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 workdays, or more, shall have his/her basic assignment changed to reflect the longer working hours in order to acquire fringe benefits on a properly prorated basis.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 6.4**

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered, when all qualifications are equal, to the employee in the same class with the greatest seniority in that class, provided that employee's existing work schedule allows them to perform the work at the time(s) when the work is needed. If the employee with the greatest seniority in the same class cannot perform the work or declines the additional hours, the assignment will be offered to other employees in the same class in order of seniority in that class. In the event that two or more affected employees have the same seniority date, the order of seniority for those employees shall be determined by lot for the purposes of this paragraph.

*On 1/23/2018, the parties agreed to remove existing Section 7.10 "Evening Employee - Lunch Period" completely from Article 7 - Compensation, and add the exact language of existing Section 7.10 "Evening Employee - Lunch Period" to the end of Section 6.5 "Duty-Free Lunch" in Article 6 - Hours and Overtime. The parties also agreed to add a subheading to Section 6.5 and to clarify the existing language of Section 6.5, which will read as follows:*

### **Section 6.5 Duty-Free Lunch**

All employees covered by this Agreement shall be entitled to an unpaid duty-free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full time employees at or about the midpoint of each work shift. When the work period is not more than five (5) hours, the lunch period requirement may be waived by mutual agreement between the employee and the District.

Any bargaining unit member working four (4) hours of his/her daily work schedule after 4:00 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.

*On 1/23/2018, the parties agreed to the following language:*

### **Section 6.9 Overtime - Equal Distribution**

The supervisor or designee shall initially offer overtime and/or extra time on a seniority rotation, as equally as is practical to all qualified employees with each department; should the work not be accepted by the employees within the department, it shall then be offered to all other qualified bargaining unit members. If the work is not accepted by any qualified bargaining unit member(s), the supervisor or designee may offer the work to qualified substitute employees.

If no one accepts the offer of overtime and/or extra time, the supervisor ~~or designee shall~~ may assign the work to the individual who is lowest in seniority and who is qualified ~~and available~~ within the department where the work is to be performed.

If an employee does not wish to accept offers of overtime and/or extra time and provides to the supervisor or designee a written statement to that effect, the supervisor or designee shall not be obligated to offer overtime and/or extra time to that employee. The employee's written statement may be revoked by the employee at any time with five working days' advance written notice. This provision shall not be construed as preventing the supervisor or designee from offering overtime and/or extra time to that employee.

*On 1/23/2018, the parties agreed to the following language:*

### **Section 6.18 Summer Hours**

Summer hours shall begin the second full week after the last day of the school year, and shall end the second-to-last full week before the first day of the school year.

The shift for all Maintenance and Operations bargaining unit members, who work during the summer recess, shall be from 6:00 a.m. until 2:30 p.m., unless modified in writing for a specified period of time by mutual agreement between the employee and the supervisor.

These summer hours shall apply except when there is a district-sponsored evening event or a non-district-sponsored evening event for which there are no facility use fees paid, and which, at the district's determination, requires one or more of these employees to work their regular evening shift during the evening hours.

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.

To the greatest extent possible, employees will be given at least 48 hours advance notice of schedule changes affecting summer hours.

*On 1/23/2018, the parties agreed to the following language:*

### **Section 6.19 Holiday Hours**

The shift for all Maintenance and Operations bargaining unit members who work during the holiday breaks shall be from 7:00 a.m. until 3:30 p.m., unless modified in writing for a specified period of time by mutual agreement between the employee and the supervisor.

These holiday hours shall apply except when there is a district-sponsored evening event or a non-district-sponsored evening event for which there are no facility use fees paid, and ~~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.

To the greatest extent possible, employees will be given at least 48 hours advance notice of schedule changes affecting holiday hours.

*On 2/7/2018, the parties agreed to "status quo" regarding CSEA's proposal about Yard Duty Assignments.*

## **Article 7: Compensation**

*On 2/7/2018, the parties agreed to the following language:*

### **Section 7.3 Payroll Errors**

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District in coordination with (Stanislaus County Office of Education) shall, within a reasonable amount of time (no more than five (5) work days) following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. This does not include instances where the employee fails to report his/her time or other necessary information to the payroll department in a timely manner. In extraordinary circumstances, the Superintendent may authorize a loan as described in Article 7.4. Employees will be notified in writing of any overpayment by the District. When an employee has been overpaid, he/she will pay back the overpayment. He/she will meet with the District to determine the repayment schedule, and the employee may elect to have a CSEA representative present at the meeting.

*On 2/7/2018, the parties agreed to the following language:*

#### **Section 7.4 Lost Checks**

Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) ~~working days~~ **business days** of mailing, if mailed, may be reported as lost to the payroll department. A lost warrant claim must be completed and forwarded to the Stanislaus County Office of Education. A replacement check will be issued as soon as possible. If the employee (because of financial circumstances) is unable to wait for the reissue of their check, they may request a loan of funds from the District for the amount of their check (or less) depending on the amount available in the District's revolving fund. The amount of the loan must be repaid to the District at the time of release of the reissued check.

*On 1/23/2018, the parties agreed to move the contents of Article 22 - "Criteria for Placement of Classified Employees on the Salary Schedule" into Section 7.5, and clarify the subheading of Section 7.5. The parties also agreed to add two new paragraphs to this section, to be numbered 7.5.3 and 7.5.4. This agreement will eliminate Article 22 completely. On 2/7/2018, the parties agreed to a change in the language of Subsection 7.5.1.6, as numbered below. The resulting Section 7.5 will read as follows:*

#### **Section 7.5 - Salary ~~for New Assignment~~ **Schedule** Placement**

- 7.5.1** The following ~~criteria~~ **procedures** shall apply to the placement of classified employees upon their initial employment with the District:
- 7.5.1.1** Upon initial hire, employees will be placed on Step 1 of the appropriate range of the salary schedule in effect on the date of hire except as provided below.
  - 7.5.1.2** Employees with experience in an education setting in a like classification will be granted year-for-year service credit, not to exceed three (3) years.
  - 7.5.1.3** 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 on the salary schedule.
  - 7.5.1.4** Years of experience credited under paragraph 2 or 3 7.5.1.2 or 7.5.1.2 above must be within 7 (seven) years of the application.
  - 7.5.1.5** Step placement shall be made on the basis of verified information provided to the District on the application or at the time of hire.
  - 7.5.1.6** ~~New employees must be employed by January 1st~~ **A new employee's first date of service must be on or before the first scheduled work day in January of their first fiscal year of service, as designated on the work year calendar established for the position in which the employee is being hired,** in order to advance to the next step of the salary schedule the following fiscal year.
- 7.5.2** Any **current** employee receiving a ~~new assignment~~ **promotion** under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a two and one half **percent** (2½%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate ~~rate~~ **range** if that is the maximum allowed for that class.

- 7.5.3** In the event of a voluntary demotion, the employee shall be placed at the appropriate range of the new class. If the employee has experience in an education setting in a similar and relevant classification, the employee shall be placed at the same step in the new range as the step at which the employee was previously placed in the higher classification being vacated. If the employee does not have experience in an education setting in a similar and relevant classification, the employee shall be placed at the first step of the new range.
- 7.5.4** In the event that a current employee is hired into new assignment in a different classification, the employee shall be placed at the appropriate range of the new class. If the employee has experience in an education setting in a similar and relevant classification, the employee shall be placed at the appropriate step in the new range based on the employee's years of experience in a similar and relevant classification, up to step four (4). If the employee does not have experience in an education setting in a similar and relevant classification, the employee shall be placed at the first step of the new range.

*On 1/23/2018, the parties agreed to move existing Section 7.6 "Mileage" from its current placement in the middle of the article to the end of Article 7 - "Compensation" to become the last section in the article, with all affected sections being renumbered accordingly.*

*On 2/7/2018, the parties agreed to move the language of Section 6.17 (Out of Classification Rate of Pay) to a new subsection under Section 7.8 (Compensation for Employee Working Out of Classification):*

## **Section 7.8 Compensation for Employee Working Out of Classification**

An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.

- 7.8.1** An employee who is required to perform duties which are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the governing board, for any period of time which exceeds five (5) working days within a twenty (20) calendar day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
- 7.8.2** Bargaining unit members who work in a classification other than their contracted classification shall be paid that classification range at the bargaining unit member's step; longevity shall be applied as appropriate. Overtime and/or extra time rates shall apply as is defined in Article 6.7 and 6.16.

## **Article 9: Health and Welfare**

*On 2/7/2018, the parties agreed to "status quo" regarding CSEA's proposal about Retiree Health Benefits.*



## **Article 10: Vacation**

*On 2/7/2018, the parties agreed to the following language:*

### **Section 10.3 Accumulation**

Vacation time shall be accrued at the beginning of the fiscal year and earned 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 the first scheduled work day in January of their first fiscal year of service, as designated on the work year calendar established for the position in which the employee is being hired, 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. 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.

*On 1/23/2018, the parties agreed to the following language:*

### **Section 10.7 - Vacation Carry-Over**

An 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. Vacation accrued within the maximum carry-over will not be paid on June 30 unless the employee has separated from employment with the district.

## **Article 11: Holidays and Minimum Days**

*On 2/7/2018, the parties agreed to the following language:*

### **Section 11.4 Holiday Eligibility**

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday in order to be paid for that holiday.



## **Article 12: Leaves**

*On 2/7/2018, the parties agreed to the following language:*

### **Section 12.2 ~~Entitlement to other Sick~~ Extended Illness Leave**

When an employee is absent from his/her duties on account of employee illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed or be less than fifty percent (50%) of his or her regular pay pursuant to Education Code Section 45196.

In order to receive extended illness leave, the employee must provide to the district office written verification of the illness or accident from a physician or licensed medical practitioner within three business days after returning to work, or within ten business days after the beginning of the absence if the absence is one week or longer.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 12.4.1 *[Industrial Accident or Illness Leave]***

The District shall provide for sixty (60) ~~working days~~ workdays of industrial accident or illness leave with pay and benefits for employees.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 12.4.2 *[Industrial Accident or Illness Leave]***

An employee shall be entitled to an industrial accident or illness leave up to sixty (60) ~~working days~~ workdays in any one (1) fiscal year for the same accident or illness. This leave shall commence on the first (1st) day of absence and shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 12.5.1**

~~Employees~~ An employee may use up to seven (7) days of his/her ~~days~~ available sick leave per school year for personal necessity leave.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 12.6 ~~Discretionary Days~~ Leave**

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.

The employee 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 in-service

*On 2/7/2018, the parties agreed to the following language:*

**Section 12.7 Bereavement Leave** *[Insofar as this language remains in the contract]*

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~~ workdays, or five (5) ~~working days~~ workdays if more than three hundred (300) miles one-way travel is required. The immediate family is defined as: the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; and the spouse, child, son in-law, daughter in-law, brother, sister, brother in-law, sister in-law, aunt, uncle, stepparents, stepchildren, or registered domestic partner of the employee; or any relative of either spouse living in the immediate household of the employee.

*On 2/7/2018, the parties agreed to the following language:*

**Section 12.8 Jury Duty**

An employee shall be entitled to leave without loss of pay for time the employee is required to perform jury duty and the employee has supplied the appropriate District form. The district shall pay the employee his/her regular salary, subject to the forfeiture of jury duty allowance, excluding meals, mileage, and/or parking allowances. Any day during which an employee is required to serve all or part of that day on jury duty shall be relieved from work with pay as specified below.

**12.8.1** If required to appear in the morning, the employee does not have to report to work prior to appearing at jury duty. If the employee is not required to appear ~~for~~ until the afternoon session, the employee will work their scheduled morning shift(s) until noon, or until his/her scheduled morning shift(s) is/are completed.

**12.8.2** If the employee is released from jury duty prior to the end of their scheduled work shift(s), the employee must then return to work provided that it is possible to do so prior to at least one (1) hour before the end of their scheduled work shift(s). This applies to all employees, including those who work in the evenings.

**12.8.3** The employee must provide the District with a copy of the summons a minimum of one (1) week prior to the date the employee is scheduled to appear for jury duty.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 12.12 Catastrophic Leave**

Employees may voluntarily donate up to ~~two (2)~~ **three (3)** days of sick leave to an individual who has exhausted all sick leave, industrial accident and illness leave, vacation and other paid leaves due to a long-term illness or injury. **For the purposes of this section, one "day" of donated sick leave shall be equal to the total number of hours per day that the receiving employee is contracted to work. Employees may donate any amount of sick leave, in quarter-hour increments.**

## **Article 13: Transfers and Vacancies**

*On 2/7/2018, the parties agreed to the following language:*

### **Section 13.2 Posting of Notice**

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. The job vacancy notice shall remain posted for a period of at least five (5) full ~~working days~~ **business days**. Any employee on layoff while the position is posted shall be mailed a copy of the notice to his/her address on file with the District.

*On 1/23/2018, the parties agreed to the following language:*

### **Section 13.3 - ~~Filing~~ **Application for Vacancy****

Any employee may ~~file~~ **apply** for the vacancy by submitting written notice to the District **on the appropriate form** within the ~~filing~~ **application** period. Any employee absent for any reason may authorize in writing his/her Job Steward to ~~file~~ **apply** on the employee's behalf.

*On 2/7/2018, the parties agreed to move a portion of Section 6.14 (Assignment of Work) to a new section in Article 13 (Transfers and Vacancies):*

### **Section 13.6 - Assignment of Work**

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

## **Article 15: Layoff and Reemployment**

*On 1/23/2018, the parties agreed to the following language:*

### **Section 15.2.2**

If, because of a lack of work or lack of funds, employees would be subject to layoff, affected employees shall be given notice of layoff not less than ~~forty-five (45)~~ **sixty (60)** days prior to the

effective date of layoff and informed of their displacement rights, if any, and reemployment rights. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 15.2.3 [Notice of Layoff]**

CSEA shall be given written notice of the intent to layoff at least ten (10) ~~working days~~ **business days** prior to any Board meeting at which action will be taken.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 15.3 Order of Layoff**

~~Effective July 1, 1999, s~~Seniority shall be determined by date of hire. ~~On July 1, 1999, the current seniority list based on hours of service shall be frozen. After July 1, 1999 all employees shall be added to the bottom of the seniority list based on date of hire.~~

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by date of hire. The employee who has the least seniority in the classification, including service in higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Date of hire shall be based on the employee's hire date in the classification, plus higher classifications.

*On 2/7/2018, the parties agreed to move a portion of Section 6.14 (Assignment of Work) to a new section in Article 15 (Layoff and Reemployment):*

### **Section 15.13 - Volunteers**

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.

*On 1/23/2018, the parties agreed to the following language:*

### **Section 15.7 Reemployment Rights**

Laid off persons are eligible for reemployment in the classification from which they are laid off for a thirty-nine (39) month period and shall be offered reemployment in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment in their classification. In addition, they shall have the right to apply for promotional positions and vacancies within the filing **application** period specified in Article 13 of this Agreement, ~~and use their length of service credit therein for a period of thirty nine (39) months following layoff.~~ An employee on a reemployment list shall be notified of promotional and vacancy opportunities in accordance with the provisions of 13.2. Employees shall be dropped from the reemployment list if they refuse three (3) offers of reemployment for the hours worked at the time of layoff.

## **Article 16: Disciplinary Action**

*On 1/23/2018, the parties agreed to the following language:*

### **Section 16.3 - Non-Critical Situations**

In non-critical situations, an employee whose work or conduct is of such nature as to possibly incur disciplinary action, said employee shall first be warned orally by the supervisor. The employee may have a CSEA representative present at such meeting. The supervisor may confirm the substance of said meeting by written memo to those attending the meeting. For a second offense, the employee shall be warned in writing by the supervisor. The supervisor shall give no less than ten (10) **working** days to permit the employee to correct the deficiency without disciplinary action. At least one (1) written warning shall be given before disciplinary action is imposed.

## **Article 17: Grievance Procedure**

*On 2/7/2018, the parties agreed to the following language:*

### **Section 17.3.1 Step 1 - Informal**

A grievant may present directly or through his/her Job Steward, his/her grievance to his/her immediate supervisor within sixty (60) ~~working days~~ **business days** after the grievant knew of the act or condition upon which the grievance is based. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two. The grievant must state he/she is initiating a grievance at this level. If not resolved, the immediate supervisor shall respond to the grievant in writing within ten (10) ~~working days~~ **business days** of the informal grievance meeting.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 17.3.2 Step 2 - Formal**

Within ten (10) ~~working days~~ **business days** after receipt of the immediate supervisor's response at Step One, a grievant may present directly or through his/her Job Steward his/her grievance to the Superintendent in writing. The Superintendent shall respond in writing within ten (10) ~~working days~~ **business days** after the submission of the grievance. Either party may request a conference with the other party.

*On 2/7/2018, the parties agreed to the following language:*

### **Section 17.3.3 Step 2 - Arbitration**

If the grievance is not resolved in Step Two, CSEA may request in writing a hearing before an arbitrator. The written request shall be filed with the Superintendent within ten (10) ~~calendar~~ **business** days after receipt of the written decision of the Superintendent or their designee at Step Two.

Within ten (10) ~~calendar~~ **business** days after the District receives written notice of the

Association's intention to proceed to arbitration, the Association and the District shall attempt to mutually agree upon an arbitrator.

If no agreement is reached upon the selection of an arbitrator with the above ten (10) **calendar business** days, the Association shall notify the state Mediation and Conciliation Service with a demand for arbitration within twenty (20) **calendar business** days of non-agreement. In the event that the Association does not file the demand within the time provided, the District may file the demand for arbitration. The arbitrator shall be selected from the list(s) provided from the California State Mediation and Conciliation Service by striking names alternately until only one name remains. The party who strikes the first name shall be determined by a flip on a coin.

The arbitrator shall have the usual and customary powers of an arbitrator however, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or Board policy or regulation.

All matters of arbitrability shall be submitted to the arbitrator in the first instance. If the District and Association mutually agree, the arbitration may be conducted under the American Arbitration Association's rules providing for expedited arbitration.

CSEA will be responsible for payment for the cost of preparing its case. The District will be responsible for payment for the cost of preparing its case. CSEA and the District will share equally the payment of other costs, including payment for the services and expenses of the arbitrator and a court reported if desired by either party.

The arbitrator's decision shall be rendered within 30 calendar days of the hearing and provided to CSEA and the District. The Board of Trustees may adopt the arbitrator's decision in whole or in part, render their own decision without a rehearing, or hear the case de novo within 30 **calendar business** days of their receipt of the arbitrator's decision. The Board of Trustees decision concerning the grievance shall be final and binding on all parties.

#### **Article 18: Severability**

*On 1/23/2018, the parties agreed to move Article 28 - "Severability" to the end of the contract and renumber all affected articles accordingly. The parties also agreed to clarification of the language of this article. The resulting article to be numbered at the end of the contract will read as follows:*

#### **Article - Severability**

##### **.1 - Savings Clause**

If any provision of this Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, **or is superseded by subsequent legislation**, then such provision or application shall be deemed invalid, to the extent required by such court decision **or subsequent legislation**, but all other provisions or applications continue in full force and effect.

## **.2 - Replacement for Severed Provision**

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **Article 23: Transportation**

*On 1/23/2018, the parties agreed to the following language:*

#### **Section 23.10 - Bus Trip Rotation**

Any trip other than a regular home-to-school route that begins at any time during the regular workday shall be offered to all drivers based on seniority rotation. As trips are available and scheduled, buses are assigned by the Superintendent or his/her designee for each trip. Trips shall be posted, the list shall include all drivers' names in seniority order, the trip date, the amount of time of each trip and the status of the acceptance of the trip.

### **Appendix A: Bargaining Unit Exclusions**

*On 1/23/2018, the parties agreed to the following language:*

The following positions are excluded from the bargaining unit:

- Executive Assistant
- Business Assistant
- Payroll Technician
- Business Manager
- Chief Business Officer
- Supervisor of Maintenance, Operations, and Transportation
- Short-Term Employees
- Substitute Classified Employees
- Volunteers
- Walk-On Coaches/Instructors
- Apprentices and Professional Experts Employed on a Temporary Basis for a Specific Project
- Full-Time Students Employed Part-Time
- Part-Time Students Employed Part-Time in any College Work-Study Program or in a Work Experience Education Program



## **Appendix F: New Employee Orientation Checklist**

*On 1/23/2018, the parties agreed to to remove Appendix F - "New Employee Orientation Checklist" completely from the contract.*

### **New Article: Definitions**

*On 2/7/2018, the parties agreed to the following new article, to be added at the end of the contract and numbered accordingly:*

#### **Article**

The following definitions shall apply when interpreting the language of this collective bargaining agreement.

"Day" shall mean calendar day unless specified otherwise within a particular article or section of the contract or by law.

"Business Day" shall mean a day on which the district office is open unless specified otherwise within a particular article or section of the contract or by law.

"Workday" shall mean a day on which the employee is scheduled to work in accordance with the applicable work year calendar, unless otherwise provided by law in specific applications.

"Working Day" shall mean any day on which the employee is scheduled to work in accordance with the applicable work year calendar and actually works on that day.

"Workweek" shall be defined as five consecutive days, starting on Monday and ending on Friday.

"Employee" shall be defined as a person in the classified service who currently holds, or is on a reemployment list for, a position represented by the bargaining unit, unless specified otherwise within a particular article or section of the contract or by law.

## **Items Under Negotiation: HRUSD - CSEA**

***February 7, 2018 @ 2:30 PM***

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### **Article 6: Hours and Overtime**

*On 2/7/2018, following discussion between the parties, HRUSD counter-proposed the following language [as amended on 2/9/2018 for internal consistency of the contract and in keeping with the intent of the parties at the table] as part of a package proposal, which includes the Section 11.1.5 (Scheduled Holidays) proposal, the Section 11.5 (Minimum Days) proposal, and the Section 12.7 (Bereavement Leave) proposal:*

#### **Section 6.7.2**

All hours worked by an employee on any holiday designated by this Agreement, **except as noted below**, shall be compensated at one and one-half (1½) times the regular rate of pay, in addition to the regular holiday pay received for that day.

**All hours worked by an employee on any of the following dates or days shall be compensated at two (2) times the regular rate of pay, in addition to the regular holiday pay received for that day.**

**January 1**

**The Friday preceding Easter, also known as "Good Friday," insofar as it is recognized and observed by the District as a holiday for classified employees**

**Easter Sunday**

**Thanksgiving Day**

**December 24**

**December 25**

**December 31**

**All hours worked by an employee on Easter Sunday shall be compensated at two (2) times the regular rate of pay.**

### **Article 11: Holidays and Minimum Days**

*On 2/7/2018, following discussion between the parties, HRUSD proposed the following language as part of a package proposal, which includes the Section 6.7.2 (Holiday Overtime) proposal, the Section 11.5 (Minimum Days) proposal, and the Section 12.7 (Bereavement Leave) proposal:*

#### **Section 11.1 Scheduled Holidays**

**11.1.5 Spring Vacation Day — (in lieu of Admission Day). This is the Friday of Spring Vacation week and is a holiday for all employees. The Friday preceding Easter, also known as "Good Friday"**

*On 2/7/2018, following discussion between the parties, HRUSD proposed the following language along with an associated salary schedule increase as specified below, as part of a package proposal, including the Section 6.7.2 (Holiday Overtime) proposal, the Section 11.1.5 (Scheduled Holidays) proposal, and the Section 12.7 (Bereavement Leave) proposal:*

### **Section 11.5 Minimum Days**

The District agrees to provide minimum days to full time employees on the employee's last working day prior to Thanksgiving, Winter and Spring breaks and the last day of school. ~~One additional minimum day will be determined by the calendar.~~

Minimum days for the last 2 days of any school year may be adjusted to meet the needs of the employee and the District. Any adjustments made under this article shall be mutually agreed upon by the affected bargaining unit member(s) and is or her immediate supervisor. Adjustments shall be made only to non-students days.

*As part of the Section 11.5 (Minimum Days) language proposal above (which is part of a package proposal as described above), HRUSD additionally proposed an associated **targeted salary schedule increase of 0.25% (ongoing)**, over-and-above any negotiated general increase to the salary schedule, effective beginning in the 2018-2019 payroll year, and funded by LCFF targeted funds.*

### **Article 12: Leaves**

*On 2/7/2018, HRUSD counter-proposed the following language as part of a package proposal, which includes the Section 6.7.2 (Holiday Overtime) proposal, the Section 11.1.5 (Scheduled Holidays) proposal, and the Section 11.5 (Minimum Days) proposal:*

### **Section 12.7 Bereavement Leave**

~~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 one-way travel is required. The immediate family is defined as: the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; and the spouse, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, stepparents, stepchildren, or registered domestic partner of the employee; or any relative of either spouse living in the immediate household of the employee.~~

**An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if out-of-state travel is required. Members of the family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, and uncle of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Bereavement leave must be taken within six (6) months of the death of the family member.**