

HRUSD-CSEA Negotiation Update

Provided by the Hart-Ransom Union School District

Negotiation Date: January 23, 2018

- **Overview**

- On Tuesday, January 23, 2018, HRUSD and CSEA-699 met for the first day of 2018-2021 successor contract negotiations for the 2018-2019 school year. It was a positive and productive day of negotiations, and the parties worked well together throughout the day.
- A total of twenty six (26) proposals were made between the parties. Of those, the parties have reached complete “table agreement” on sixteen (16) proposals, and the remaining ten (10) proposals warrant further discussion by the parties.
- The full text of the parties’ proposals and counter proposals is provided below.
- The parties have not yet discussed the salary schedule or benefits, but these topics will be addressed during upcoming negotiations.
- The district is looking forward to continuing negotiations with CSEA, and anticipates having ongoing positive and productive discussions together as we work toward a full tentative agreement.

- Items with Table Agreement: 16
- Items Under Discussion: 10
- Tentative Agreement: Not reached as of yet
- Next Negotiation Session: Wednesday, February 7, 2018

A complete copy of the parties’ proposals and counter-proposals is attached below.

Table Agreements: HRUSD - CSEA

January 23, 2018 @ 2:30 PM

Article 6: Hours and Overtime

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 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.

Article 7: Compensation

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, and 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 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.

Article 10: Vacation

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 13: Transfers and Vacancies

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.

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 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 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 [REDACTED] - Severability

[REDACTED].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.

[REDACTED].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.

Items Under Negotiation: HRUSD - CSEA

January 23, 2018 @ 2:30 PM

Article 6: Hours and Overtime

On 1/23/2018, HRUSD proposed 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, CSEA proposed the following language:

Section 6.7.2

All hours worked by an employee on any holiday designated by this Agreement shall be compensated at ~~one and one-half (1½)~~ two (2) times the regular rate of pay, in addition to the regular holiday pay received for that day.

On 1/23/2018, CSEA proposed a new section, as followings:

Section 6.21 Yard Duty Assignments

Seniority will be given first consideration when HRUSD is assigning Yard Duty supervision assignments.

Article 7: Compensation

On 1/23/2018, CSEA proposed 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. An employee may elect to have a CSEA representative present at the meeting.

Article 9: Health and Welfare

On 1/23/2018, CSEA proposed the following eligibility language to increase health benefits for retirees:

Section 9.5 Health Benefits for Retirees

9.5.1 served the District for ~~twenty (20)~~ fifteen (15) consecutive years

Article 11: Holidays and Minimum Days

On 1/23/2018, HRUSD proposed the following language:

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.

Article 12: Leaves

On 1/23/2018, CSEA proposed the following language:

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. Employees shall be granted five (5) working days for the death of a parent, spouse, or child. ~~The leave~~ Employees 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 for the death of all other immediate family members. 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 1/23/2018, CSEA proposed a new subsection under Section 12.8 - Jury Duty, as follows:

Section 12.8.2

Night shift custodians who are called to serve jury duty in the morning and released before their shift start time shall not be required to return to work on that day.

On 1/23/2018, CSEA proposed the following language:

Section 12.12 Catastrophic Leave

Employees may voluntarily donate up to ~~two (2)~~ **five (5)** 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.

New Proposed Article: Definitions

On 1/23/2018, HRUSD proposed 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 Monday through Sunday.

"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.