

# **HRUSD-CSEA Negotiation Update**

*Provided by the Hart-Ransom Union School District*

## **Negotiation Date: February 2, 2021**

- **Overview**

- On Tuesday, February 2, 2021, HRUSD and CSEA-699 met for the second day of 2020-2021 reopener contract negotiations for the 2020-2021 school year. It was another positive and productive day of negotiations, and the parties worked well together throughout the day.
- Contract language and compensation counterproposals were exchanged between the parties. In total, the parties have now reached complete “table agreement” on eight (8) proposals, and there are three (3) proposals that are still being negotiated between the parties.
- The full text of the parties’ proposals and counter proposals is provided below.
- The parties agreed to a structural change on the salary schedule in which the longevity increments are removed from the columns and placed in a table at the bottom of the salary schedule instead. The actual amount of a compensation increase has not yet been agreed between the parties. The attached salary schedule is a sample to show the agreed formatting only.
- The District proposed to CSEA three different options for a compensation increase. Each of these options included a percentage increase on the salary schedule, and two of these options included an increase to the health benefit cap. Each of the three options equaled an equivalent value of 3.25% on the salary schedule.
- CSEA counterproposed a compensation increase that included a 3.0% increase to the salary schedule, plus a \$500 increase to the health benefit cap (which is currently \$9,000 per year). The total cost of this counterproposal from CSEA would have an equivalent value of 4.0% on the salary schedule.
- The District again communicated to CSEA that any increase to the health benefit cap would need to be accompanied by a commensurately smaller increase to the salary schedule so that the total value of the compensation increase has an equivalent value of 3.25% on the salary schedule.
- The parties have not yet reached agreement regarding an increase in compensation, whether on the salary schedule and/or the health benefit cap.
- 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: 8
- Items Still Being Negotiated: 3
- Tentative Agreement: Not reached as of yet
- Next Negotiation Session: Wednesday, February 17, 2021

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

# HART-RANSOM UNION SCHOOL DISTRICT

## Classified Salary Schedule 2020-2021

**Proposed by HRUSD 2/2/2021**

**THIS SALARY SCHEDULE INCLUDES THE 3.25% NEGOTIATED SALARY INCREASE FOR FY20-21**

RANGE	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OO	Yard Duty	14.00	14.70	15.44	16.21	17.02	17.87	18.76
1 - (A)		14.42	15.14	15.90	16.70	17.54	18.42	19.34
2 - (B)		14.83	15.57	16.35	17.17	18.03	18.93	19.88
3 - (C)		15.13	15.89	16.68	17.51	18.39	19.31	20.28
4 - (D)	Instructional Aide (CHARTER) Instructional Aide Food Services Cashier-Clerk After School Program Leader	15.50	16.28	17.09	17.94	18.84	19.78	20.77
5 - (E)		15.92	16.72	17.56	18.44	19.36	20.33	21.35
6 - (F)		16.26	17.07	17.92	18.82	19.76	20.75	21.79
7 - (G)		16.65	17.48	18.35	19.27	20.23	21.24	22.30
8 - (H)	MOT Clerk Library Clerk Lead Cafeteria Clerk/Cook	17.09	17.94	18.84	19.78	20.77	21.81	22.90
9 - (I)	Custodian Groundskeeper One-On-One Instructional Aide Receptionist (CHARTER)	17.47	18.34	19.26	20.22	21.23	22.29	23.40
10 - (J)	School Secretary	17.93	18.83	19.77	20.76	21.80	22.89	24.03
11 - (K)	Resource Aide	18.35	19.27	20.23	21.24	22.30	23.42	24.59
12 - (L)	Data Analyst	18.75	19.69	20.67	21.70	22.79	23.93	25.13
13 - (M)		19.16	20.12	21.13	22.19	23.30	24.47	25.69
14 - (N)	Program Assistant (CHARTER)	19.62	20.60	21.63	22.71	23.85	25.04	26.29
15 - (O)	Bus Driver Principal's Secretary	20.23	21.24	22.30	23.42	24.59	25.82	27.11
16 - (P)	Maintenance Worker II	20.71	21.75	22.84	23.98	25.18	26.44	27.76
17 - (Q)		23.33	24.50	25.73	27.02	28.37	29.79	31.28
18 - (R)	After School Program Coord. Maintenance-Mechanic	25.20	26.46	27.78	29.17	30.63	32.16	33.77

\*Health benefits capped at \$9,000 annually

\*Longevity A, Longevity B, and Longevity C are special compensation increments. Employees will remain on step 7 until their 10th consecutive year of service with the district.

**Board Approved: X/XX/2021**

### Longevity Increments (See Section 7.7 of the CBA)

Longevity A	10th Yr in Dist	+ \$0.35/hour	
Longevity B	15th Yr in Dist	+ \$0.50/hour	(0.35 + 0.50 = 0.85)
Longevity C	20th Yr in Dist	+ \$1.00/hour	(0.85 + 1.00 = 1.85)

**Classified Compensation Increase - Counterproposal**  
HRUSD

***Salary and Health Benefits***  
*(Counterproposed by HRUSD on 2/2/2021)*

**Option A**

**Salary Schedule**

A 3.25% general increase to the salary schedule, **retroactively** effective starting with each employee's first paycheck of the 2020-2021 annual payroll cycle.

**Health Benefit Cap**

No increase to the health benefit cap for the 2020-2021 school year.

**Option B**

**Salary Schedule**

A 1.4% general increase to the salary schedule, **retroactively** effective starting with each employee's first paycheck of the 2020-2021 annual payroll cycle.

**Health Benefit Cap**

\$900 increase to the health benefit cap for the 2020-2021 school year (total cap = \$9,900)

**Option C**

**Salary Schedule**

A 2.0% general increase to the salary schedule, **retroactively** effective starting with each employee's first paycheck of the 2020-2021 annual payroll cycle.

**Health Benefit Cap**

\$600 increase to the health benefit cap for the 2020-2021 school year (total cap = \$9,600)

*Note: HRUSD notes that CSEA did not, in fact, accept the District's compensation proposal regarding salary and benefits as presented by the District. Rather, CSEA presented their own compensation counterproposal that included a 3.25% salary schedule increase like the District had proposed, but also included a \$900 increase to the benefit cap, which the District had not proposed.*

## **Classified Contract Language - Counterproposal**

HRUSD

2/2/2021

### ***Extra Time***

#### Current Language

#### **6.7 Extra Time**

- 6.7.1** The work week for any classified employee having an average workday of less than eight (8) hours per day, during the work week 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.
- 6.7.2** Except in cases of emergency extra time if prior authorization is not possible, all extra time must be pre-approved in writing by the immediate supervisor or designee before the extra time may be worked.
- 6.7.3** Emergency extra time is defined as a sudden, unexpected occurrence or set of circumstances requiring immediate action. Emergency extra time must be reported to the immediate supervisor in writing by the next business day.
- 6.7.4** All extra time worked must be submitted to the immediate supervisor by the 1st day of each month on the District approved form.

#### Proposed Language

#### **6.7 Extra Time**

- 6.7.1** "Extra Time" shall be defined as working outside the employee's regular assigned work hours and working within one or more of the employee's regularly assigned classification(s).
- 6.7.12** The work week for any classified employee having an average workday of less than eight (8) hours per day, during the work week 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.

- 6.7.23** Except in cases of emergency extra time if prior authorization is not possible, all extra time must be pre-approved in writing by the immediate supervisor or designee before the extra time may be worked.
- 6.7.34** Emergency extra time is defined as a sudden, unexpected occurrence or set of circumstances requiring immediate action. Emergency extra time must be reported to the immediate supervisor in writing by the next business day.
- 6.7.45** All extra time worked must be submitted to the immediate supervisor by the 1st day of each month on the District approved form.

## **Classified Contract Language - Counterproposal**

HRUSD

2/2/2021

### ***Substitute Hours***

#### **Current Language**

#### **6.18 Substitute Hours**

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

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

#### **Proposed Language**

#### **6.18 Substitute Hours**

**"Substitute Hours" as applied to bargaining unit members shall be defined as working outside the employee's regular assigned work hours and working in a classification other than the employee's regularly assigned classification(s). Substitute hours are unrepresented, non-classified employment.**

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

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qualified and suitable to perform the work. If the district is given less than twenty-four (24) hours notice of the absence, the district may offer the available work to one or more unrepresented substitutes who are qualified and suitable to perform the work.

"Substitute Hours" as applied to bargaining unit members shall be paid at the correct rate of pay for the classification in which the substitute hours are available, at the step which is closest in hourly wage to the employee's current rate of pay in the most similar position that they currently hold. This pay shall be the appropriate rate whether straight time or overtime.

## **Classified Contract Language - Counterproposal**

HRUSD

2/2/2021

### ***Working Out-of-Class***

#### Current Language

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

An employee shall not be required to perform duties not a part of his/her classification(s) during the employee's regular assigned work hours 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 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 in a higher range other than their contracted classification(s) shall be paid that classification range at the bargaining unit member's step; longevity shall be applied as appropriate. Extra time and/or overtime rates shall apply as is defined in sections 6.7 and 6.8.

#### Proposed Language

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

An employee shall not be required to perform duties not a part of his/her classification(s) during the employee's regular assigned work hours except as provided in this section.

- 7.8.1** "Working out of classification" shall be defined as working during the employee's regular assigned work hours and working in a classification other than the employee's regularly assigned classification(s).
- 7.8.12** 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 shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.



- 7.8.23** Bargaining unit members who work in a classification in a higher range other than their contracted classification(s) shall be paid that classification range at the bargaining unit member's step; longevity shall be applied as appropriate. ~~Extra time and/or overtime rates shall apply as is defined in sections 6.7 and 6.8.~~ In no case shall an employee who is assigned to work out of classification be paid less than their regular rate of pay for the regularly assigned position that they would otherwise be working at that time.
- 7.8.4** An overtime rate of pay shall be applied to the extent that an out-of-classification assignment requires the employee to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. Any out-of-classification overtime hours must be preapproved in writing by the immediate supervisor or designee before the overtime hours may be worked.
- 7.8.5** In the event that an employee who is assigned to work out-of-classification is provided the opportunity to work additional hours in that classification beyond the employee's regular assigned work hours, those additional hours shall not be considered "working out of classification". Rather, those additional hours shall be considered "substitute hours", but the employee shall continue to be paid in accordance with the terms of Subsections 7.8.3 and 7.8.4 (above) for those additional hours.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ITS HART RANSOM CHAPTER #699  
COUNTERPROPOSAL 2020-2021  
REOPENER NEGOTIATIONS  
WITH THE HART-RANSOM UNION SCHOOL DISTRICT

*February 2, 2021*

***Counterproposals***

CSEA proposes a 3% salary increase.

CSEA proposes increasing the district contribution to the salary cap to \$9,500.

*The chapter agrees to the district's proposed changes in 7.7, TA is contingent on agreement on 11.5 (Minimum Days).*

**7.7 Longevity**

7.7.1 On the salary schedule, longevity steps **increments** shall be as follows: Thirty-five cents (\$.35) an hour shall be added to the employee's hourly rate of pay beginning the tenth (10th) year of employment **with the District**. An additional fifty cents (\$.50) per hour shall be added to the basic salary rate of pay beginning the fifteenth (15th) year of employment **with the District**. An additional one dollar (\$1.00) per hour shall be added to the basic salary rate of pay beginning the twentieth (20th) year of employment **with the District**. The total longevity added to an employee's basic salary rate shall be one dollar and eighty-five cents (\$1.85) per hour. For the purposes of this subsection, "year of employment" shall be calculated based on the employee's total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held, as clarified by the following subsections.

~~7.7.2 An existing employee who obtains a new, additional, and/or different position shall progress through salary schedule steps 1-7 one year at a time as normal, starting with their initial salary schedule placement for that position. The year after reaching Step 7 in that position, the employee shall advance to Longevity Step 10 in that position if that is at least the employee's tenth consecutive year of service with the District as a represented employee. The year after reaching Step 10 in that position, the employee shall advance to Longevity Step 15 in that position if that is at least the employee's fifteenth consecutive year of service with the District as a represented employee. The~~

~~year after reaching Step 15 in that position, the employee shall advance to Longevity Step 20 in that position if that is at least the employee's twentieth consecutive year of service with the District as a represented employee.~~

- 7.7.3 In the event of a voluntary demotion, an employee who was already placed on a longevity **step increment** in their preceding higher classification shall be initially placed at that same longevity **step increment** in their new lower classification, and will continue to progress on the salary schedule in their new classification on the basis of their total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held.
- 7.7.4 An employee's first date of service upon initial employment with the District must be on or before the first scheduled workday in January of their first fiscal year of service, as designated on the work year calendar established for the first represented position that they held upon initial hire as a represented employee, in order for that year to count towards the calculation of eligibility for longevity **steps increments**.
- 7.7.5 In no case shall an employee be placed at a longevity **step increment** that is greater than the employee's total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held.

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

*The chapter proposes moving the minimum day from the day before the last day of school to the last day of the employee's work calendar.*

*Note that there is a TA (1/21/21) on the change of the word "article" to "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~~ on the last day of school **and the last day of the employee's work calendar.**

**The M**inimum 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~~ **section** shall be mutually agreed upon by the affected bargaining unit member(s) and his or her immediate supervisor. Adjustments shall be made only to non-student days.

## ***Tentative Agreements***

### **Appendix B: Salary Schedule**

*TA 1/21/21 on concept*

*TA 2/2/21 on proposed chart on salary schedule*

The district and CSEA agree to a graph separate from the salary schedule illustrating the longevity increases using the language “Longevity Increment A” “Longevity Increment B” and “Longevity Increment C”.

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

*TA 2/2/21 1:50 pm*

#### **6.7 Extra Time**

**6.7.1 “Extra Time” shall be defined as working outside the employee’s regular assigned work hours and working within one or more of the employee’s regularly assigned classification(s).**

**6.7.2** The work week for any classified employee having an average workday of less than eight (8) hours per day, during the work week 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.

**6.7.3** Except in cases of emergency extra time if prior authorization is not possible, all extra time must be pre-approved in writing by the immediate supervisor or designee before the extra time may be worked.

**6.7.34** Emergency extra time is defined as a sudden, unexpected occurrence or set of circumstances requiring immediate action. Emergency extra time must be reported to the immediate supervisor in writing by the next business day.

**6.7.45** All extra time worked must be submitted to the immediate supervisor by the 1<sup>st</sup> day of each month on the District approved form.

*TA 2/2/21*

#### **6.18 Substitute Hours**

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**"Substitute Hours" as applied to bargaining unit members shall be paid at the correct rate of pay for the classification in which the substitute hours are available, at the step which is closest in hourly wage to the employee's current rate of pay in the most similar position that they currently hold. This pay shall be the appropriate rate whether straight time or overtime.**

## **Article 7: Compensation**

*TA 2/2/21*

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

An employee shall not be required to perform duties not a part of his/her classification(s) during the employee's regular assigned work hours except as provided in this section.

**7.8.1 "Working out of classification" shall be defined as working during the employee's regular assigned work hours and working in a classification other than the employee's regularly assigned classification(s).**

**7.8.12** 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 shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

**7.8.23** Bargaining unit members who work in a classification in a higher range other than their contracted classification(s) shall be paid that classification range at the bargaining unit member's step; longevity shall be applied as appropriate. ~~Extra time and/or overtime rates shall apply as is defined in sections 6.7 and 6.8.~~ **In no case shall an employee who is assigned to work out of classification be paid less than their regular rate of pay for the regularly assigned position that they would otherwise be working at that time.**

**7.8.4 An overtime rate of pay shall be applied to the extent that an out-of-classification assignment requires the employee to work in excess of eight (8)**

hours in any one day or in excess of forty (40) hours in any calendar week. Any out-of-classification overtime hours must be preapproved in writing by the immediate supervisor or designee before the overtime hours may be worked.

**7.8.5** In the event that an employee who is assigned to work out-of-classification is provided the opportunity to work additional hours in that classification beyond the employee's regular assigned work hours, those additional hours shall not be considered "working out of classification". Rather, those additional hours shall be considered "substitute hours", but the employee shall continue to be paid in accordance with the terms of Subsections 7.8.3 and 7.8.4 (above) for those additional hours.

## **Article 10: Vacation**

TA 1/21/21

### **10.3 ~~Accumulation~~ Accrual**

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

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

A ~~an~~ **twelve-month** 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 **twelve-month** 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 **twelve-month** 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. A ~~an~~ **twelve-month** employee must notify the District by May 1st if he/she wishes to carry any vacation over to the next fiscal year. **Twelve-month** ~~E~~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~~ **time accumulated** at the end of the fiscal year in excess of the maximum carry-over will be paid on ~~June 30~~ or before **July 31**. Vacation ~~accrued~~ **time accumulated** within the maximum carry-over will not be paid ~~on June 30~~ unless the employee has separated from employment with the district.