

HRUSD-CSEA 2021-2022 Negotiation Update

Provided by the Hart-Ransom Union School District

June 15, 2022

- **Overview**

- HRUSD and CSEA met for three days of 2021-2022 successor contract negotiations this month: Monday, June 6, 2022; Thursday, June 9, 2022; and Wednesday, June 15, 2022. These were positive and productive meetings during which the parties worked well together and reached agreement on twenty two (22) different contract language items. Additionally, the parties negotiated an increase to the classified salary schedule.
- The parties signed the Tentative Agreement document at 12:00 Noon on Wednesday, June 15, 2022.
- CSEA is working towards a unit ratification vote of the Tentative Agreement in early July.
- The Tentative Agreement is currently scheduled for ratification by the HRUSD Board of Trustees on Thursday, July 14, 2022.
- The parties agreed to a 3.4% salary schedule increase for 2021-2022. The parties agreed to no increase in the benefit cap for 2021-2022. The full text of the parties' tentative agreement is provided below.


The parties' complete tentative agreement is attached.

**TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS HART-
RANSOM CHAPTER #699
AND
HART-RANSOM UNION SCHOOL DISTRICT**

The Hart-Ransom Union School District ("District") and the California School Employees Association and its Hart-Ransom Chapter #699 ("CSEA") hereby enter into this Tentative Agreement fully resolving their successor negotiations for the fiscal year of 2021-2022.

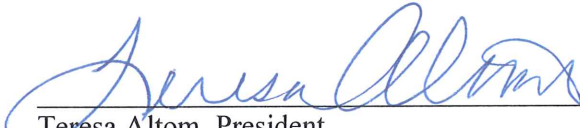
This Tentative Agreement is subject to ratification by the parties.

Signed:



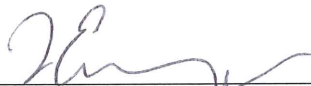
Matthew Shipley, Superintendent
Hart-Ransom Union School District

6/15/2022
Date



Teresa Altom, President
Hart-Ransom Chapter #699

6/15/2022
Date



Joseph Espinoza, Labor Relations Representative
California School Employees Association

6/15/2022
Date

Tentative Agreement: HRUSD - CSEA-699

Pending ratification by the association membership and the Board of Trustees.

6/15/2021 12:00 PM

Appendix B - Salary Schedule & Health Benefit Cap

Salary Schedule Increase (2021-2022)

A 3.4% general increase to the salary schedule, retroactive to July 1, 2021 (retroactively effective starting with each employee's first paycheck of the 2021-2022 annual payroll cycle).

Health Benefit Cap (2021-2022)

No increase to the health benefit cap for the 2021-2022 school year.

Total Compensation Increase

- The additional contributions made by the district to the PERS retirement system as a result of the salary schedule increase described above represent the equivalent cost of a **0.78%** increase to the salary schedule.
- The additional expenditures made by the district for statutory benefits as a result of the salary schedule increase described above represent the equivalent cost of a **0.36%** increase to the salary schedule.
- As described above, the overall total increase in compensation to the bargaining unit members in this package is equivalent to the cost of a **4.54%** increase to the salary schedule.

Article 5: Employee Evaluations

On 6/9/2022, the parties agreed to the following language:

- 5.2** Every probationary classified employee will be evaluated by his/her supervisor in writing at least twice each school year. The first evaluation will be within ~~three (3) months~~ sixty (60) days of paid service of the date of hire in the classification and the second within ~~six (6) months~~ one hundred twenty (120) days of paid service of the date of hire in the classification. The probationary period will be the first nine (9) months of employment. ~~The District has the right to request an extension of the probationary period to a~~

maximum of twelve (12) months for the purpose of employee work remediation. All non-paid, non-working time shall be excluded from the probationary period. Pursuant to EC 45113, the probationary period for classified employees shall not exceed six (6) months or one hundred thirty (130) days of paid service, whichever is longer.

On 6/6/2022, the parties agreed to the following language:

- 5.5 The Three exact copies of the completed evaluation form shall be in triplicate, produced: one (1) copy for the employee, one (1) copy for the supervisor, and one (1) copy for the official District file for the employee. All three copies shall be signed and dated by the evaluator and the evaluatee for said distribution.

Article 7: Compensation

On 6/6/2022, the parties agreed to the following language:

7.8 Compensation for an Employee Working Out of Classification

- 7.8.2 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 as appropriate for the entire period he/she is required to work out of classification.

Article 9: Health and Welfare

On 6/6/2022, the parties agreed to the following language:

9.6 Condition Under Which Health Benefits May be Paid Retirees

- 9.6.6 Retirees will not be eligible for cash payments under the IRS 125 Plan. The retiree will not be entitled to District benefit monies paid in cash.

Article 10: Vacation

On 6/6/2022, the parties agreed to the following language:

10.3 Accrual

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 with the district. A new employee's first date of service 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 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 with the district, 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 with the district, 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 with the district, employees shall earn two (2) days of vacation for every month in paid status up to twenty-four (24) vacation days per fiscal year.

Article 11: Holidays and Minimum Days

On 6/15/2022, the parties agreed to the following language:

11.5 Minimum Days

The District agrees to provide minimum days to ~~full time~~ employees in full time positions on the employee's last working day prior to Thanksgiving, Winter and Spring breaks, and on the last day of school.

The minimum day on the last day of any school year may be adjusted to meet the needs of the employee and the District. Any adjustments made under this 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.

On a minimum day, eligible employees may leave work up to two hours prior to the normal ending time of their shift.

~~These~~ On a minimum day, employees ~~dealing with~~ performing sanitary and safety ~~sensitive issues~~ functions will ~~insure~~ ensure that critical ~~needs and/or~~ graduation and event needs (as outlined below) have been met prior to leaving.

Critical Needs -

~~MO&T~~ Maintenance and operations staff are permitted to ~~leave early~~ have their schedules adjusted as outlined ~~above after~~ in this section, provided the following tasks have been completed:

Drinking fountains sanitized (if needed)

Garbage from lunch has been dumped

Restrooms have been cleaned, sanitized, and resupplied

Any other issue(s) to be addressed at the request of the Superintendent or designee

Food service staff are permitted to leave early as outlined above after the following tasks have been completed:

Kitchen area thoroughly cleaned and sanitized

Time sensitive paperwork and/or reporting completed

Graduation, Promotion, and Event Needs –

Maintenance and operations staff are permitted to leave early as outlined above after the following tasks have been completed:

Setting up chairs and other equipment needed for graduation, promotion, or other events (if needed)

Grounds are free of litter

Blower has been used on grounds

Graduation area has been disassembled (if needed)

M&O staff ensure Ensure that all audio-video equipment is properly set up and in working condition prior to the event and properly put away after the event.

On the four classified minimum days, night custodians will work from 1:00 p.m. to 7:00 p.m. unless there is a special event that requires their presence, in which case they may take their two hours off at a time mutually agreed upon with their supervisor on a non-student workday. On all other student minimum days (not including the four classified minimum days), night custodians will work from 1:00 p.m. to 9:00 p.m. unless there is a special event that requires their presence, in which case they will work their normal schedule.

Article 12: Leaves

On 6/6/2022, the parties agreed to rename Article 12 as "Leaves of Absence" as follows:

LEAVES OF ABSENCE

On 6/6/2022, the parties agreed to the following language:

12.1 Sick Leave

12.1.1 A person employed twelve (12) months per year shall be granted twelve (12) days per year of leave of absence for illness, quarantine, or injury, exclusive of all days he/she is not required to render service to the District. An employee who is employed for less than a full fiscal year of service is entitled to that proportion of

twelve (12) days of leave of absence for illness, quarantine, or injury as the number of months he/she is employed bears to twelve (12). For example, an employee contracted for eleven (11) months of employment shall be granted eleven (11) days per year of leave for illness, quarantine, or injury, and an employee contracted for ten (10) months of employment shall be granted ten (10) days per year of leave for illness, quarantine, or injury.

- 12.1.2** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be ~~credited~~ accrued to each employee. ~~Credit for sick~~ Sick leave need not be ~~accrued~~ earned prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days of sick leave ~~days~~ until the first day of the calendar month after completion of six (6) months of service with the District. Employees ~~who terminate their~~ whose employment with the District is terminated and have used more sick leave than they have ~~accrued~~ earned at the time of termination shall have those ~~extra~~ unearned days deducted from their final check.

On 6/6/2022, the parties agreed to the following language:

12.15 Family Care and Medical Leave

- 12.15.10** The intent of this section is to comply with the mandatory provisions of Government Code section 12945.2. In the event of any inconsistency between this section and the mandatory provisions of Government Code section 12945.2 or its successor, or in the event that the mandatory provisions of Government Code section 12945.2 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Government Code section 12945.2 or its successor shall supersede the provisions of this section.

On 6/6/2022, the parties agreed to the following language:

12.16 Parental Bonding Leave

- 12.16.4** The intent of this section is to comply with the mandatory provisions of Education Code section 45196.1. In the event of any inconsistency between this section and the mandatory provisions of Education Code section 45196.1 or its successor, or in the event that the mandatory provisions of Education Code section 45196.1 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Education Code section 45196.1 or its successor shall supersede the provisions of this section.

Article 13: Transfers and Vacancies

On 6/9/2022, the parties agreed to the following language:

13.1 First Consideration

~~Employees~~ **Bargaining unit members** shall be given first consideration in filling any bargaining unit vacancy within the District providing the ~~employee~~ **bargaining unit member** possesses at least equal qualifications to any non-bargaining unit applicant(s). Seniority shall be given consideration. **If a bargaining unit member and an outside applicant for a position are equally qualified, the bargaining unit member shall be given preference for the position. If more than one bargaining unit member applies for a vacant position, Seniority seniority** shall be given consideration.

Article 15: Layoff and Reemployment

On 6/6/2022, the parties agreed to the following language:

15.1 Reason for Layoff

Layoff **is the elimination of a position or the reduction of hours, and** shall occur for lack of work or lack of funds.

On 6/9/2022, the parties agreed to the following language:

15.2 Notice of Layoff

15.2.1 ~~When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and employees will be subject to layoff, the employees to be laid off at the end of such school year shall be given written notice on or before April 29th informing them of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded programs is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective day of their layoff.~~

An employee may be subject to layoff for a lack of work or lack of funds. Reduction in hours shall be viewed as a layoff. An employee subject to layoff shall be provided notice prior to the impending layoff as required by Education Code 45117. In the case of a March 15th layoff, the District shall notify CSEA by March 1 of the initial list of classifications to be laid off.

- 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 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.

Pursuant to Education Code section 45117(g), when, as a result of the expiration of a specially funded program, classified positions must be eliminated and employees will be subject to layoff, the employees to be laid off at the end of such school year shall be given written notice not less than sixty (60) days prior to the effective day of their layoff.

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

Pursuant to Education code section 45117(d), during the time period between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which that Budget Act applies, if the Board of Trustees determines that the District's total local control funding formula apportionment per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least 2 percent, and if the Board of Trustees determines it is therefore necessary to decrease the number of classified employees of the District due to lack of work or lack of funds, the Board of Trustees may issue a Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing to be adopted by the Board of Trustees.

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

Article 17: Grievance Procedure

On 6/6/2022, the parties agreed to the following language:

17.1 Definition

- 17.1** A grievance is defined as any complaint of an employee, involving the interpretation, application, or alleged violation of this Agreement. ~~It is the intent of the parties to equitably resolve grievances at the lowest possible level.~~

17.2 General Provisions

17.2.5 It is the intent of the parties to equitably resolve grievances at the lowest possible level. All efforts will be made to settle the grievance informally at the initial step of the grievance procedure.

Note: Subsection 17.2.5 as presented above is a new subsection under Section 17.2 - General Provisions.

On 6/6/2022, the parties agreed to the following language:

17.2 General Provisions

17.2.1 Any employee may at any time present grievances to his/her employer, and have such grievance ~~adjusted~~ addressed, without the intervention of the exclusive representative, and the ~~adjustment~~ resolution is not inconsistent with the terms of a written agreement then in effect.

On 6/6/2022, the parties agreed to the following language:

17.3 Grievance Procedure

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) business days after the grievant knew of the act or condition upon which the grievance is based. The grievance shall be submitted orally. 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) business days of the informal grievance meeting. If the grievance is not satisfactorily ~~adjusted~~ resolved 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) business days of the informal grievance meeting.~~

Article 19: Re-Negotiations

On 6/6/2022, the parties agreed to the following language:

19.3 12.17 Association Business Leave

The ~~Association~~ **Chapter** President or his/her designee will be allowed up to **a total of** two (2) days of leave annually at no loss of salary or other benefits for Association business. Association ~~release day~~ **business leave** shall not be used for concerted activities, and the release date **(s) for Association business leave** will require **prior** approval from the Superintendent or his/her designee. The District will pay the **cost of any** substitute classified employee **that may be needed as a result of this leave,** and any usage of ~~such days~~ **this leave** shall be in half **day** or full day increments.

Note: Move Section 19.3 "Association Business" to be the last section in Article 12 "Leaves". Thus, it will become Section 12.17.

Article 20: Employee Testing Requirements

On 6/6/2022, the parties agreed to the following language:

20.1 Classified Employment Testing Requirements

All initial hires in classified CSEA service ~~will~~ **may** be required to pass a District developed proficiency test related to their job classification.

Article 21: Transportation

On 6/6/2022, the parties agreed to the following language:

21.8.1 Posting and Bidding of Routes

The ~~supervisor~~ **director** of transportation or his/her designee shall create all bus routes. The route information shall include: the time that the bus driver shall report for work, the end time of the work assignment and any special equipment/student needs. The completed bus routes shall be posted no less than five (5) ~~weekdays~~ **business days** before the beginning of the new school year. Information concerning the routes shall be available for review five (5) ~~weekdays~~ **business days** prior to the bidding.

Each bus driver shall be given an appointment to select his/her route and bus. Appointments shall be made by seniority. The appointments shall be no less than five (5) ~~weekdays~~ **business days** prior to the start of the new school year. Each bus driver in succession shall have fifteen (15) minutes to select a route and a bus from the appropriate lists. This procedure shall continue until all routes and buses have been selected.

Should a bus driver be unable to select his/her assignment he/she may delegate the route and bus selection rights in writing to a Job Steward or other designee or the ~~Transportation Supervisor~~ **director of transportation** or his/her designee who shall select a route and bus for the absent employee. In the event prior written authorization has not been obtained, the unavailable employee may grant verbal authorization to the ~~Transportation Supervisor~~ **director of transportation** or his/her designee. If a bus driver fails to designate a representative, the bus driver shall forfeit his/her right to bid/select in seniority order.

Article 23: Definitions

On 6/6/2022, the parties agreed to add a new definition to the definitions article, as follows:

"Split Shift" shall be defined as a work schedule that is interrupted by non-paid and non-working time period(s) established by the employer during an employee's regularly scheduled work day (not including duty-free lunch).

Appendix D: Calendar

On 6/6/2022, the parties agreed to remove Appendix D: Calendar from the collective bargaining agreement.


Signatures of Tentative Agreement



CSEA-699 President & Lead Negotiator

6/15/2022

Date



CSEA Labor Relations Representative

6/15/2022

Date



HRUSD Superintendent & Lead Negotiator

6/15/2022

Date

Preamble

On 6/15/2022, the parties additionally agreed to the following language updates:

This Agreement is made and entered on this ~~twenty-third~~ **fifteenth** day of ~~February~~ **June**, ~~2018~~ **2022** by and between the Hart-Ransom Union School District, hereinafter referred to as the District, and the California School Employees Association and its Hart-Ransom Chapter #699 or its successor, hereinafter referred to as CSEA.

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code of the State of California.

This Agreement shall remain in full force and effect from July 1, ~~2018~~ **2021**, through June 30, ~~2021~~ **2024**.