

CSEA Sig. *Claudia S. Miller*

RUSD Sig. *[Signature]*

April 11, 2019

# TENTATIVE AGREEMENT

## For 2019-2020

Between

**Rescue Union School District**

and the

**California School Employee Association Chapter #737**

**April 11, 2019**



The Rescue Union School District and the California School Employee Association Chapter #737 agree to the following:

### 1. Table of Contents – Page 3

ARTICLE XIV	LAYOFF AND RE-EMPLOYMENT .....	44
	14.1 REDUCTION/LAYOFF .....	44
	14.2 REDUCTION IN HOURS .....	44
	14.3 ORDER OF LAYOFF .....	44-45
	14.4 LAYOFF IN LIEU OF BUMPING .....	45
	14.5 CHALLENGE OF SENIORITY PLACEMENT .....	45
	14.6 REEMPLOYMENT RIGHTS .....	45
	14.7 VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF .....	45
	14.8 OFFER OF REEMPLOYMENT .....	45-46
	14.9 EFFECTS OF LAYOFF .....	46
	14.10 RETIREMENT IN LIEU OF LAYOFF .....	46
ARTICLE XV	HEALTH BENEFITS .....	47
	15.1 DISTRICT CONTRIBUTION .....	47
	15.2 VISION/DENTAL .....	47
	15.3 ELIGIBILITY .....	47
	15.4 CHANGES/ENROLLMENT PERIOD .....	47
	15.5 <del>TERMINATION OF EMPLOYMENT</del> .....	47
ARTICLE XVI	SALARY .....	48
	16.1 RATE OF PAY .....	48
	16.2 ITEMIZED DEDUCTIONS .....	48
	16.3 ANNIVERSARY DATE – HIRE DATE .....	48-49
	<del>16.4 LONGEVITY .....</del>	<del>49</del>
	16.4 COMPARISONS .....	49
	16.5 JOB DESCRIPTIONS .....	49

ARTICLE XVII	DURATION OF CONTRACT .....	50
APPENDIX	.....	51
	Absence Form.....	52-53
	Overtime/Comp Time Form.....	54
	Overtime/Comp Time Guidelines.....	55-56
	Evaluation Form.....	57-58
	Grievance Form.....	59
	Professional Growth.....	60-61
	Salary & Health Schedule/ Job classifications.....	62 - 65
	Catastrophic Leave Donation Form.....	636
	Catastrophic Leave Request Form.....	647
	Sexual Harassment Policy.....	658-670

**2. Definitions – Page 7**

Seniority – There are a variety of types of seniority found within this Agreement. When no specification is made, seniority means the time from the first paid date of service to the District to the present (also called “Hire Date” and “District seniority”). Additionally, seniority is:

- a. Site Seniority: Determined by the first day in paid service at the site, regardless of classification.
- b. Classification Seniority: Determined by first day in paid status in classification.

Step Date – Step date is the date upon which an employee moves on the salary schedule.

~~The step date for personnel hired prior to July 1, 2005, shall be the anniversary of their first date of service to the District as a probationary employee.~~

~~The step date for personnel hired between July 1, 2005 and the last day of February 2006 and between July 1 and February of any subsequent years shall be July 1 of the next succeeding year.~~

~~The step date for any probationary employee hired on or after March 1, 2005 and between March 1 and June 30 of any subsequent year shall initially be the second succeeding July 1, and thereafter shall be July 1 of each succeeding year.~~

Reassignment – A move from one position to another position within a classification.

Vacancy – A vacancy occurs when an employee leaves an existing position or when a new position is created.

3. Article 15: Health Benefits

**ARTICLE XV**  
**HEALTH BENEFITS**

15.1 District Contribution

The District shall contribute to medical benefits up to a negotiated CAP for employees. Coverage plan amounts will be prorated according to the amount of hours worked. The current health benefit level for full-time employees is provided for in Appendix "A" Salary and Health Benefit Schedule, attached to, and incorporated into, this Agreement.

~~(a) Kaiser health coverage is offered on a 3-tiered rate structure.~~  
~~(b) Blue Cross health coverage is offered on a 3-tiered rate structure, Preferred Provider Plan.~~

15.2 Vision / Dental

Employees working five (5) or more hours per day shall receive fully paid dental and vision coverage.

15.3 Eligibility

For employees who are currently enrolled in the district health insurance plan:

Twelve (12) month employees who work 8 hours per day will be provided twelve (12) months of insurance coverage.

Part time employees working 4 or more hours per day are eligible for twelve (12) months of insurance coverage based on the following schedule:

35-40 hours per week = 1.00 FTE  
25-34 hours per week = .75 FTE  
20-24 hours per week = .50 FTE

15.4 Changes / Enrollment Period

All changes to insurance plans, including the decision to opt-out, can only take place during the annual open enrollment period except for qualifying events ~~covered by COBRA.~~

All employees have the option to opt-out of health benefits during the open enrollment period.

## 15.5 Termination of Employment

If any employee is covered by District health coverage and is vacating their employment with the District, they are eligible to continue their coverage per COBRA guidelines.

### **4. Article 16: Salary**

*Note: For the 2019-2020 school year it was agreed to increase the salary schedule by 1% effective July 1, 2019, and for the 2020-2021 school year, increase the salary schedule by 1%.*

*The District and the Association mutually agree to discuss the possibility of re-opening negotiations regarding compensation in 2019-20 and 2020-21 if average daily attendance and/or the budget forecast significantly improves. Additionally, should any other bargaining unit receive additional compensation on the salary schedule, the association may reopen salary negotiations.*

## **ARTICLE XVI**

### **SALARY**

#### **16.1 Rate of Pay**

The regular rate of pay for each classified employee shall be in accordance with the rates established for each classification as provided for in Appendix "A" Salary and Health Benefits Schedule, attached to, and incorporated into, this Agreement.

Classified employees working in a higher classification than their regular classification shall be compensated at their step on the higher classification on the salary schedule after the third consecutive day of work, retroactive to the first day worked. Classified employees working in a higher classification than their regular classification for less than three consecutive days shall be compensated at their own regular rate of pay.

*Ex: A Custodian (lower classification) works as a Lead Custodian (higher classification) for five consecutive days. They would receive their current step as Custodian on the Lead Custodian classification step for all five days.*

*Ex: A Para-educator (lower classification) works as an IIF (higher classification) for one day. They would receive their regular rate of pay for that day.*

Additionally, when an employee works in a higher classification for at least three consecutive days, and on either the day before or the day after a holiday, the employee receives the higher pay rate for the holiday.

Employees working in a lower classification than their regular classification maintain their regular classification maintain their higher rate of pay. This includes regular hours, overtime hours and/or hours covering the absence of another employee.

*Ex: A Lead Custodian (higher classification) works as a Custodian (lower classification). They would receive their regular rate of pay for all hours worked.*

## 16.2 Itemized Deductions

All regular paychecks of classified employees shall be itemized to include all deductions and overtime.

## 16.3 Anniversary Date – Hire Date

16.3.1 An employee's hire date (anniversary) will be the date upon which the employee first renders paid service as a probationary/permanent employee in any classification.

16.3.2 Once a bargaining unit employee's hire date is established, it will not be changed whether or not a bargaining unit employee is promoted, demoted, reclassified, or in any other manner affected by a change in salary range. Should there be an approved leave, there shall be no adjustment in hire date. Should there be an employee resignation, it shall be considered a break in service.

~~16.3.3 Employees hired before July 1, 2005 shall advance on the anniversary of their hire date.~~

16.3.4 For purposes of salary schedule placement, probationary employees hired between ~~July 1, 2013 and the last day of November 2013 and between~~ July 1 through November 30 of any ~~subsequent~~ years shall be considered to have worked a full year and will be moved to the next higher step on the salary schedule for the next succeeding year effective July 1.

16.3.5 Any probationary employee hired ~~on or after December 1, 2013 and~~ between December 1<sup>st</sup> through June 30<sup>th</sup> ~~of any subsequent year~~ shall remain at the same step on the salary schedule during the entire next succeeding year.

## ~~16.4 Longevity~~

~~Employees hired before July 1, 2005 will receive an additional:~~

~~16.4.1—5% increase upon completion of the tenth year of service (employee's anniversary date)~~

~~16.4.2—5% increase upon the completion of the fifteenth year of service (employee's anniversary date)~~

~~16.4.3—5% increase upon completion of the twentieth year of service (employee's anniversary date)~~

~~16.4.4—5% increase upon completion of the twenty fifth year of service from the employee's hire date~~

~~Employees hired on or after July 1, 2005 will receive an additional 5% step increase upon completion of the ninth, fourteenth, nineteenth and twenty-fourth years of service following their first step date.~~

16.5 Comparisons

Prior to salary negotiations, salary data will be compared to mutually agreed upon districts upon request by either party.

16.6 Job Descriptions

Job descriptions will be reviewed every five years or as mutually agreed.

**5. APPENDIX – Salary Schedule**

APPENDIX - Salary & Health Schedule/ Job classifications.....62-65

2019-20 – See attached PDF

2020-21 – See attached PDF