

Tentative Agreement
Between SRCS and CSEA

11/28/17

The parties agree to the following:

Article V, Compensation

A 3.5% increase in both the Elementary and High School Districts on the base salary schedule retroactive to July 1, 2017.

5.10 Translation/Interpretation Stipend

Beginning in the 2017-2018 school year, **clerical employees who interact with the public as a requirement of the position and who have been certified through the district assessment process that they are bi-literate in Spanish and English will receive a stipend of 2% of the annual base salary.** Annually, administration will identify a number of stipends available at each site and an assessment process for determining English and Spanish proficiency. **By no later than September 1st, an annual letter of interest shall be submitted by any employee who is interested in receiving this stipend. The Human Resources Department shall notify employees of this opportunity each year.**

Article VI, Benefits

6.1.1 Medical Benefit Cap

The district will increase its contribution to the three-tiered cap effective January 1, 2018 as identified below. The employees will be responsible for the remaining cost of medical benefits.

Medical CAPS:

	2016-2017	Increase Amount	Revised Caps eff. 1/18
Employee Only	\$584.36	\$46.64	\$631.00
Employee +1	\$1,174.72	\$92.28	\$1267.00
Employee +2	\$1,522.58	\$120.42	\$1643.00

6.1.4 Strikethrough and renumber

CSEA appoints Claudia Alvarenga, Katina Pantazes and Jenette Erven to serve on a benefit review committee to explore alternatives to CALPERS to be implemented in January 2019.

Article VIII, Leaves

8.1.3 Sick Leave may be used by an employee for personal illness or injury or that of a member of the immediate family which is defined as:

- Mother or Father
- Grandmother or Grandfather
- A grandchild of the employee or spouse of the employee
- The spouse
- Son or son-in-law
- Daughter or daughter-in-law
- Brother or brother-in-law of the employee
- Sister or sister-in-law of the employee
- Any relative living in the immediate household of the employee

· **Mother-in-law or Father-in-law**

8.1.5 All CSEA employees shall use the district's automated absence tracking system to report and record absences with a target effective date of 7/1/2018. During the remainder of the 17/18 school year, a pilot including a school site and at least one department will be implemented. Strikethrough remainder.

The district will comply with all relevant laws regarding parental leaves.

8.15 Catastrophic Leave [New Article]

The District recognizes that an employee may suffer from a catastrophic illness or injury and may request donations of accrued sick leave credits under the catastrophic leave program.

"Catastrophic illness" or "injury" means an illness or injury that is expected incapacitate the employee for an extended period of time.

The following procedures will be used to request sick leave donations under the Catastrophic Leave Program.

1. The affected unit member must first contact the CSEA president regarding the need for catastrophic leave.

2. A written request must be sent from CSEA to the District Superintendent or designee requesting that sick leave days be allowed to be donated from other CSEA employees to the affected individual. The District will confirm receipt of request to CSEA within ten days of receipt.
3. The employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
4. Employees are allowed to donate up to eight (8) hours per school year. Employees are allowed to donate to one individual per school year. The District Office maintains the official record of sick leave donations and provides a copy of CSEA.
5. Only employees with a minimum of fifteen (15) accumulated sick leave days may donate days to an employee to ensure that employees retain sufficient sick leave to meet the employee's own needs.
6. C.S.E.A. is responsible for notifying their membership if donated days are to be requested, by whom, and by what procedures and time frame.
7. C.S.E.A. will set a deadline for their members to donate their days to the affected employee. Written authorization to donate such days must be signed and delivered to the Human Resources Department by the deadline date on the appropriate District forms.
8. The benefited employee will be credited with the appropriate sick leave days donated, and so notified. Deduction of sick leave days from donating employees will be handled by the District Business Department and will be deducted upon request.
9. All transfers of eligible leave credit are irrevocable.
10. Benefited employees may use donated leave credits for a maximum of ten (10) work days.
11. No additional sick leave shall be accepted once the equivalent of 10 workdays are received.
12. The benefited employee must exhaust all available leaves before receiving paid leave pursuant to this program.

11.2.1 Strikethrough of pilot language.

Food service drivers shall be provided boots, a rain jacket and rain pants **as needed**. In addition, all food service employees of the District will be provided five (5) work shirts **as needed** with District name and logo displayed to be worn while at work.

15.2.8 All employees in the Food Service family shall have two (2) additional workdays added to their calendar.

Article XXI Classification/Reclassification

The parties will freeze the reclassification process for the 17-18 school year and will implement the recommendations of the workgroup in the fall of the 2018-2019 school year as outlined below.

ARTICLE XXI

CLASSIFICATION/RECLASSIFICATION

~~The district proposes forming a working sub-committee with CSEA to study the issues and make a proposal for best practices for both parties. The parties also agree that this would be an automatic reopener for the 2016-2017 school year.~~

21.1 PLACEMENT IN CLASS

- Every position shall be placed in a class.

21.2 NEW CLASSIFICATION

- New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within twenty-five (25) days of establishing the new classification.

21.3 RECLASSIFICATION DEFINITION

- Definitions: Reclassification is defined as the upgrading of a position to a higher classification as a result of the increase in the complexity of the duties being performed by the incumbent in such position. Reclassification requests may occur when an employee's current job description no longer matches the assigned duties, responsibilities, and job specifications of their particular job

classification. In order to be reclassified the employee or their supervisor will need to show qualitative changes, not quantitative changes in their job duties as part of the reclassification request. Probationary employees are not eligible for reclassification.

21.3.1 Workload increase will not be considered as a basis for reclassification. Reclassification is a change in range for any of the following reasons:

- New Job duties requiring a significant increase in responsibility and/or expertise are added to the position.
- The job classification is out of line with other public employers with like compensation and financial ability.
- A need for change has been identified which would be characterized by one or more of the following:
 - Shortage or plentiful supply of qualified applicants for a position.
 - Excessive turnover, ~~or conversely, lack of historic turnover for the position.~~
 - Availability or shortage of persons possessing the unique skills required. ~~Of the position in the marketplace~~
- The range placement is out of line with positions of similar responsibility and difficulty in the San Rafael City Schools District.

21.4 REQUEST FOR RECLASSIFICATION

- An employee, ~~or~~ the district or the immediate supervisor is entitled to request that a position be reclassified. In the case of an employee, the **original** request shall be submitted **no later than October 1st** to the ~~employee's immediate supervisor,~~ **Human Resources Department and a copy to the CSEA President or designee.** ~~prior to February 1 of each year. the supervisor shall transmit the request to the Human Resources with a recommendation for approval or disapproval.~~ **In the case of the request coming from the district or immediate supervisor the request shall be submitted to the employee, the CSEA President or designee and to the Human Resources Department directly.**

21.5 RECLASSIFICATION PACKET CONSIDERATIONS

21.5.1 An employee compiling a reclassification request should consult with a CSEA representative and include the following information in their request if available:

- **Reclassification request form**
- **Current job description**
- **Proposed job description changes**
- **List of new duties**
- **Comparable job descriptions from other districts**
- **Salary schedules from other districts**

21.5.2 Reclassification Request forms shall be made available on the SRCS website or in the Human Resources Department.

21.6 RECLASSIFICATION SALARY

21.6.1 Upon reclassification of a position or class of positions, the position(s) shall be assigned a range(s) at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be placed on the step in the new ranges that reflects not less than a five percent increase. Reclassification shall not change an employee's anniversary date.

21.7 NEGOTIATION OF RECLASSIFICATION ISSUES-DETAILS

21.7.1 This decision to reclassify or not reclassify a position(s) shall be determined by the Job Description/Reclassification committee the last work day in January. The committee shall also recommend salary schedule placement. ~~All reclassification issues~~ **Final salary placement(s)** and the effective date ~~will~~ **shall** be negotiated at the bargaining table, and must be mutually agreed upon and ratified by both parties. This decision to reclassify/not reclassify a position(s) shall not be subject to the Grievance Procedure. Costs of any increases must be fully identified in the negotiations process prior to submission for ratification.

21.8 RECLASSIFICATION REQUESTS

- The employee(s) or employer requesting the reclassification shall present ~~his/her~~ **their** facts to the ~~negotiations teams~~ **job/description/reclassification committee** with any substantiating evidence.

21.9 JOB DESCRIPTION/RECLASSIFICATION COMMITTEE

21.9 The job description/reclassification committee shall be comprised of three (3) CSEA representatives as determined by the CSEA President or designee, the Human Resources Administrator, and no more than two (2) other district designees. In the event of a tie decision the parties will mutually select a designee to break the tie.

21.9.2 The charge of the committee shall be to review and determine if the request is warranted. The determination shall be made according to the established criteria contained in this collective bargaining agreement. All recommendations shall be brought to the bargaining table. The Human Resources Department shall inform the employee of the committee's decision. All decisions shall be made no later than the final working day in January. Approved reclassifications will be retroactive to July 1st. In addition, an updated job description shall be created by the last workday in March.

ARTICLE XXII

JOB DESCRIPTION REVIEW

- 22.1 The District and Chapter have mutual interests in reviewing Job Descriptions for Classified Employees on a systematic basis. The Job Description/**Reclassification Review** Committee shall be composed of **no more than** three bargaining unit **members from the current year elected negotiating team** and **no more than** three District representatives.

~~Annually, but no later June 30 of each school year~~The Job Description/
Reclassification Review Committee shall:no later than the end of the 2nd week of
November that year:

22.1.1 Determine **no more than** ten (10) existing Job Descriptions/Reclassification
for review from those currently utilized and published by the District.
Reclassification request shall have priority in the Job Description review
selection

22.1.2 These ten (10) descriptions shall be determined as follows:~~Two shall be~~
~~proposed by the District, two by the Union and six shall come from the~~
~~current list of positions as maintained by the District in alpha order, until all~~
~~descriptions are reviewed over time.~~**from the current year reclassification**
applicants. The remaining number shall be determined from the current
list of positions maintained by the District. The District **and CSEA shall split**
the remaining number evenly. In the event of an odd number that (1) one
job description shall be mutually agreed upon. shall pick two (2) and the
Union shall pick two (2)

22.1.3 ~~It is the intent of this review process that six descriptions shall be equally~~
~~divided among the three Job Families currently maintained by the District~~
~~and CSEA. For the purposes of the job description review, Food Service is~~
~~considered belonging to the Maintenance and Operations Family.~~

22.2 Annually but no later than ~~September~~ **the last workday in January** of each school
year, the administrator responsible for Human Resources functions shall have completed a
draft rewrite of the ~~10~~ Job Descriptions identified by the process above. These shall be
submitted to the incumbents in the positions identified as well as to the supervisors, ~~(as~~
~~determined by the District)~~ of these positions for comment and input

22.3 The Job Description Review Committee shall meet, compile the responses from the incumbents and supervisors and complete their revised suggestions for the Job Descriptions under review prior to ~~November~~. By November 30th no later than the last workday in March of the same school year, the Committee will submit to the respective bargaining teams draft recommendations for any changes. It is the intent of this language that negotiations be concluded on these items no later than January so that employees, the Union or the District may submit a reclassification request within the same school year, if appropriate.

On behalf of the district:

On behalf of CSEA:

J. Bau 11/28/17

Bruce Vink 11/28/17

D. Zambrano 11/28/17

Rich K 11/28/17

~~amg~~ 11/28/17

~~[Signature]~~ 11/28/17

N. Atcher 11/28/17

M. A. 11/28/17

H. Kenney 11/28/17

Luise Burke 11/28/17

Jane Loy 11/28/17

John Paschall 11/28/17

Katrina Pappas 11/28/17

Jim Marinich 11/28/17

Joni G. Gauronski 11/28/17

Marky Lee 11/28/17