

TENTATIVE AGREEMENT
SAN RAFAEL CITY SCHOOLS
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

May 25, 2016

The parties agree to the following terms for the 2015-16 Fiscal Year:

Article 5: **Compensation**

Effective July 1, 2015, all positions in the San Rafael Elementary School District will receive a 5.5% across the board salary increase. Estimated Annual Cost: \$306,900

Effective July 1, 2015, all positions in the San Rafael High School District will receive a 2.5% across the board salary increase. Estimated Annual Cost: \$100,500

5.3 PAYROLL ERRORS

5.3.1 District proposes replacing the first sentence of this article with the following Ed Code Language

In accordance with Education Code Section 45167. (section number subject to change based on changes in the law) “whenever it is determined that an error has been made in the calculation or reporting of any classified employee’s payroll or in the payment of any classified employee’s salary, the District shall within 5 workdays following such determination, provide the employee with a statement of correction and a supplemental payment drawn against any available funds.”

SRCS propose to leave overpayment language as is, but as a new paragraph under the same article.

5.7 INSTRUCTIONAL ASSISTANT COMPENSATION District agrees with CSEA Proposal

5.7 INSTRUCTIONAL ASSISTANT COMPENSATION

5.7.1 When an **I**nstructional Assistant is required to perform duties other than classroom duties as a normal part of the assignment, the rate of pay shall be no less than the **Instructional Assistant** rate for which the individual qualifies.

5.7.2 District may assign Instructional Assistants (IA’s) ~~for~~ **to perform** other duties during **non-instructional** time. ~~These duties in the Elementary District may include up~~

~~to one hour of service beyond typically assigned five hour classroom instructionally related assignments.~~

~~5.7.3 Under the direction of the Principal, or designee or other credentialed staff, duties may include but are not limited to:~~

~~5.7.3.1 Provides for the safety of students before and after school, during the lunchtime, during recesses, and during the loading and unloading of buses or at parent drop-off, pick-up locations.~~

~~5.7.3.2 Supervises as assigned the passage of students in the hallways, common areas and/or on the playgrounds of the schools.~~

~~5.7.3.3 Assists food service staff in supervising the orderly disbursement of lunches and student clean-up of lunch areas.~~

~~5.7.3.4 Other possible assignments:~~

- ~~• playground/campus supervision~~
- ~~• student lunch supervision~~
- ~~• before/after school campus supervision~~
- ~~• bus loading/unloading supervision~~
- ~~• Occasional field trip supervision, when accompanying credentialed staff.~~

~~5.7.4 In accordance with Bargaining Agreement, Section 5.7.1, Instructional Assistants I, II or III will retain the same rate of pay as their regular assignment for the Campus Assistant portion of their assignment. Those who have split assignments will retain the Campus Supervisor rate of pay for the portion of the assignment which is greater in terms of minutes assigned.~~

5.9 STEP ADVANCEMENT District accepts changes in 5.9.1 only

5.9.1 Step advancement on the salary schedule **shall** occur at the beginning of each fiscal year (July 1) except for those employees who begin service with the District after March 31. Advancement for employees who begin work after March 31 will occur on July 1 of the year following initial employment. July 1 is the date on which salary advancement will occur. An employee promoted during the school year will receive the appropriate step advancement at the time of the promotion.

5.10 LONGEVITY CSEA Withdrew

Article VI: Benefits

Increase Medical CAPS as follows effective January 1, 2016: (equivalent to approximately ½ percent)

	Current	Proposed	Increase	NOTE: Kaiser Increase
Single	\$571.36	\$ 584.36	\$13.00	\$32.02
2-party	\$1147.72	\$1174.72	\$27.00	\$64.04
Family	\$1458.58	\$1522.58	\$37.00	\$83.25

Annual Cost: ESD \$19,800 HSD \$31,700

Article VII: Hours

OVERTIME

7.7.1 Overtime shall be paid at the rate of time-and-a-half for more than eight hours in a single day and beyond forty hours in a calendar week. Employees offered overtime may refuse it except in cases of emergency.

7.7.2 An employee having an average workday for four (4) hours or more during the workweek shall be compensated for any work required by the supervisor to be performed on the sixth and seventh day at a rate equal to 1 ½ times his/her regular rate of pay.

7.7.3 An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the beginning of the workweek, be compensated at a rate equal to 1 ½ times his/her regular rate of pay.

7.8 MINIMUM CALL-BACK TIME

7.8.1 Employees called back to work after completing an eight hour schedule shall receive a minimum of two hours pay at the employee's appropriate overtime rate. Employees who are called back who work less than 8 hours per day shall receive a minimum of 2 hours pay at the employees normal rate of pay up to eight hours per day.

7.10 STANDBY TIME

7.10.1 Operations unit employees who are required to be on standby during the sixth and/or seventh day of their workweek or on a holiday shall be compensated by an additional stipend of ~~\$15~~ \$24 per day in addition to the call-back stipend.

7.17 ASSIGNMENT OUT OF CLASS

7.17.1 An employee assigned out-of-class duties for 5 days in a 15 calendar day period shall receive 5% above the employee's hourly rate or the "A" rate of the position in which substitution occurs (whichever is greater) for all the days worked in the higher position.

Article VIII: Leaves

8.5 VERIFICATION OF ILLNESS (Accepts CSEA Proposal with modification)

- 8.5.1 An absence report on the District form must be submitted to the Human Resources Dept. within ten (10) days of return from an absence. The District may require a verification of illness of three (3) or more days, signed by a medical doctor or psychiatrist before payment for sick leave usage is released. If the District requires medical verification of illness for absences less than three (3) days, the cost of verification ~~up to ten dollars (\$10.00)~~ equal to the established co pay for their particular insurance plan will be paid by the District upon proof of copay payment.

8.7 PERSONAL NECESSITY LEAVE

SRCS Withdraws proposal

8.9. VACATION

8.9.1 Status Quo

8.9.4 If an employee wishes to take more than three (3) consecutive days of vacation, the employee shall file a written request with the administrative supervisor at least twenty (20) ~~15~~ days prior to the date the vacation would commence. The administrator shall approve or deny all requests not later than 10 days from the date the employee submitted the request. Normally substitutes are not provided for vacationing employees. Exceptions may be made at the discretion of the Superintendent or designee.

8.9.7 Permanent ~~Long-service~~ employees will earn additional days of vacation according to the following schedule (~~days earned per month~~ for each month in which the employee works more than one-half the working days in ~~that~~ month.):

Years 6 through 10 1.25 days per month = 3 weeks

Year 11 forward 1.66 days per month = 4 weeks

8.9.9 Days in excess of this limit may be paid to the employee at the rate in effect when earned (first earned, first used) or the employee may be placed on vacation leave until the excess vacation is used at the option of the employer. When this situation occurs, the employee and supervisor will meet within 30 days after receiving notification that an overage exists and agree on a mutually convenient time to take the vacation overage. ~~Failing agreement~~ If the supervisor and the employee are unable to mutually agree upon a time, the two individuals will meet with the Human Resources Administrator who will mediate the vacation schedule. The employee may request union representation.

10.1 REQUEST FOR TRANSFER

Definition: A transfer is the change from one location to another within the same classification in either the Elementary or High School District.

10.1.1 A Classified employee may submit a request for a transfer to another position or department within the scope of the employee's qualification. This request shall be given consideration prior to that of new applicants. If an employee requesting a transfer meets all other considerations with respect to ability and qualifications for the position, ~~s/he~~ they shall be awarded the transfer.

10.1.2 Where more than one employee meets all other considerations with respect to ability and qualifications, the employee having the greatest district seniority shall be awarded the transfer.

10.1.3 In the event that two employees have identical seniority, the decision on transfer will be made by the Administration. The CSEA President shall have the right to request a meeting to discuss the proposed decision prior to a final decision being made.

10.1.4 Notices of vacancies available for transfer will be distributed to all work sites. There will be a waiting period of six (6) working days from the date of the vacancy notice before the position is filled.

10.1.5 Employees on leave who wish to be informed of vacancies shall provide a personal email address or self-addressed stamped envelope and identify classifications of interest in order to be mailed copies of vacancies in their bargaining unit via First Class mail.

10.2 MEDICAL TRANSFERS- REASSIGNMENT OF EMPLOYEES BASED UPON MEDICAL ACCOMMODATIONS

10.2.1 Employees who are disabled from their position with the District but who are determined to be medically able to perform another type work will be considered for transfer if they demonstrated the ability to perform another function in the District and for which there is a vacancy. The employee may request union representation prior to a medical transfer being made.

10.3 REQUEST FOR PROMOTION

Definition: A promotion is the change from one classification into another classification at a higher pay range in either the Elementary or High School District.

10.3.1 Permanent employees who are promoted to a position of higher range ~~or employees who transfer into a classification in which they have not previously served~~ shall serve a three (3) month probationary period in the new position. This probationary period may be extended if needed for up to six (6) months total. All probationary period extensions will occur upon mutual agreement of CSEA and the District.

10.3.2 During this probationary period, employees may be restored to a position in the same range and classification they left, at their request or at the discretion of the District.

10.3.3 Permanent employees displaced by this action shall also be returned to their previous classification of employment.

10.3.4 Any probationary employee for whom a position is not now available shall be released from District service.

ARTICLE XI SAFETY/UNIFORMS

The District shall provide safe working conditions for all employees within its fiscal ~~capabilities~~ capacity to do so. Both parties agree that the responsibility for providing safe working

conditions is that of the Board of Education and the responsibility for the maintenance of safe procedures and practices is that of the all district employees.

11.1 PROTECTIVE CLOTHING OR DEVICES

11.1.1 If the duties of an employee require use of protective clothing or devices to insure safety, the District will furnish these.

11.2 UNIFORMS

11.2.1 The District will provide one pair annually of appropriate **footwear** for maintenance and operations employees including custodial staff. The District will select and provide all designated staff with eight (8) work shirts and one (1) sweatshirt or outerwear with District name and logo displayed to be worn while at work. The employees will be able to choose four (4) long-sleeved and four (4) short-sleeved shirts or any combination thereof for their selection of eight (8) shirts.

~~All designated employees will be responsible for laundering their own shirts.~~

The District agrees to implement the following pilot program for the food service, and security department employees in the district for the 2016-17 school year.

Food Service Employees:

Drivers shall be provided boots, a rain jacket and rain pants.

In addition, all food service employees of the District will be provided **five (5) short-sleeve** work shirts with District name and logo displayed to be worn while at work.

Campus Security Employees:

All Campus Security and Campus Supervisor II employees shall be provided rain boots, a rain jacket and rain pants.

All designated employees will be responsible for laundering their own shirts. Any shirts and/or other garments with the District name/logo that is no longer in use, must be turned in to the Director of Maintenance or their designee to be disposed of in an appropriate manner.

~~District will provide uniforms to employees in METS custodial services and substitutes.~~

~~Uniforms will be shirts and where warranted, coveralls. Provisions will be made for alternative laundering, and color choices by District CSEA Provider Team; short and long sleeves will be permitted by employee choice, as well as tee-shirts where appropriate.~~

11.2.1.1 All District maintenance, grounds, custodial, and **food service** and ~~campus security~~ Supervisor II employees ~~and~~ shall wear the District issued shirts to work.

11.2.1.2 All district campus supervisors/security ~~and cafeteria delivery employees shall~~ may be required to wear and display District issued badges.

11.2.1.3 The District-CSEA Provider Team will work collaboratively in selecting appropriate uniform shirts for the classifications required to wear uniforms.

11.3 PHYSICAL EXAMINATION

11.3.1 The District will pay the full cost of any medical examination required as a condition of continued employment including tubercular exams; providing the examination is conducted by a physician (or agency in the case of tubercular exams) selected by the District.

11.4 NON-DISCRIMINATION

11.4.1 No employee shall be discriminated against as a result of reporting an unsafe condition.

ARTICLE XII EVALUATION

All bargaining unit members will be evaluated by a member of the management team who has knowledge of their work.

12.1 Probationary members will be evaluated at the end of their third and fifth months of employment during the probationary six months. The evaluation completed at the end of five (5) months of service must indicate the least "satisfactory" performance for the member to continue in employment.

12.2 Members who have achieved permanent status will be evaluated at least once each year prior to May 15.

12.3 Prior to October 15th all Classified employees will meet with their site administrator at the beginning of each school year to ~~agree upon~~ mutually develop a minimum of one job related goal which the employee will work to achieve during the school year. The efforts made, during the school year, to achieve the agreed upon goal(s) will be summarized in the employee's summative evaluation.

Note: form needs to be revised through a sub-committee of District and CSEA representatives

12.4 Following preparation of the evaluation, an evaluation conference will be held between the evaluator and the bargaining unit member to discuss the evaluation at which time a copy will be provided to the employee. The completed evaluation form is to be signed by the member indicating that he/she has received a copy of the document. The signing of the evaluation does not represent agreement with the content but simply to acknowledge receipt of it. The evaluation document will not be placed in the employee's personnel file until there has been the opportunity for the evaluator and employee to discuss it.

12.5 If the bargaining unit member disagrees with the content, the unit member may rebut the evaluation statements by submitting a written statement for attachment to the Human Resources Department with a copy of the evaluation within ten (10) working days ~~two (2) weeks~~ of the date of the evaluation conference ~~at which the member receives a copy of the evaluation~~. ~~The completed evaluation form is to be signed by the member indicating that he/she has received a copy of the document.~~ A negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

12.6 CRITERIA

12.6.1 The following general points will be used for formulating the evaluation. The evaluator is not restricted to these criteria if other conditions are influencing a member's performance.

- Performance of work assigned in an efficient, safe and economical manner.
- Knowledge of information and ability to perform skills required in the job.
- Cooperation and ability to work with others both co-workers and supervisors.
- Punctuality and observance of the District rules and regulations.

ARTICLE XIV GRIEVANCE PROCEDURE

14.1 ~~PERSONNEL GRIEVANCES AND COMPLAINTS~~ COMPLAINTS

14.1.1 It is the policy of the San Rafael City Schools to develop and practice reasonable and effective means in resolving difficulties which may arise among employees to reduce potential problems and to establish and maintain channels of communication among the Board, administration, and members of the staff.

14.2 DEFINITIONS

14.2.1 A "grievance" is an allegation by a grievant that he/she they have ~~has~~ been adversely ~~and directly~~ affected by a misapplication, misinterpretation, or violation of this Agreement.

~~An "employee" is a person employed by the District. (formerly 14-2.2)~~

14.2.2 A "working day" or "day" is any day in which the central administrative office of the San Rafael City Schools is open for business.

14.2.3 A “supervisor” is the administrator having immediate jurisdiction over the employee who is filing the grievance.

14.2.4 A “grievant” is an employee, employees, or CSEA that asserts ~~asserting~~ a grievance.

~~A “party in interest” is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance. (Formerly 14-2-6)~~

14.2.5 A “complaint” is different than a grievance in as much as a complaint does not necessarily allege that the collective bargaining agreement has been misapplied, misinterpreted, or violated. If it is determined to be a complaint rather than a grievance, employees may pursue a solution by using the District’s uniform complaint procedures. Information regarding the uniform complaint procedures can be obtained from the Human Resources Department.

14.3 GENERAL PROVISIONS

14.3.1 An employee grievant who wishes to have a grievance heard under this procedure must initiate action within twenty (20) working days of the time the employee had knowledge, or reasonably should have had knowledge, of the act or omission giving rise to the grievance.

14.3.2 Time allowances set forth in this grievance may be extended by mutual consent of the grievant and the Superintendent.

14.3.3 The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

14.3.4 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.

14.3.5 Should a grievance conference or hearing require an employee to be released from their regular assignment; the employee shall be released without loss of pay or benefits.

14.3.6 No reprisals or retaliation of any kind shall be taken by or against any person or participant in the grievance procedure ~~by reason of such participation.~~

14.4 INFORMAL RESOLUTION

14.4.1 Informal discussions of problems and a continuing interchange of views between employees and their immediate supervisors are encouraged. Supervisors should attempt to resolve differences or dissatisfactions as soon as possible, but such

resolution must be in accordance with Board Policies or Administrative Regulations.

14.4.2 An employee with a ~~complaint~~ concern shall request a conference with the supervisor to discuss the ~~complaint~~ concern.

14.4.3 Supervisors shall grant the employee at least one conference. Additional conferences should be held, prior to initiation of Step 1 of the Formal Written Procedure, if it appears that resolution of the ~~complaint~~ concern may be achieved by informal means. Both the complainant and the supervisor may invite ~~the other people involved~~ to attend these conferences including a representative or representatives of an employee organization.

14.4.4 At any time within ten working days after the last mutually agreed upon conference, if the ~~complaint~~ concern has not been satisfactorily resolved, the employee may invoke Step 1 of the following:

14.5 FORMAL RESOLUTION

14.5.1 Step 1 – Formal Written Procedure

An employee may initiate a formal grievance by filing a completed grievance form with the supervisor and the Human Resources Administrator. Relevant information obtained during the informal resolution may be asserted. Information shall include:

- A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- A complete description of how the article of the Contract ~~which~~ has been violated.
- A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable.
- A listing of specific actions requested of the school district, which will remedy the grievance.
- A request for a conference with the supervisor .
- If the supervisor desires, a conference may be requested with the grievant. If either the grievant, or the supervisor, request a conference at Step 1, the request must be granted. The grievant, ~~the party in interest, if any,~~ and the supervisor may request the presence of a representative or representatives, at any grievance conference ~~contemplated by sub-section "5" above.~~
- ~~If a representative(s) is desired, names(s) will be designated in the grievance form.~~

- The supervisor shall present a written decision to the employee within ten (10) working days after receipt of the written grievance, or within ten (10) working days after the meeting with the grievant, if such meeting is held.

14.5.2 Step 2 – Appeal to the Superintendent

14.5.2.1 If the employee is not satisfied with the decision of the supervisor, an appeal may be filed with the Superintendent or the designated representative within ~~five~~ **ten (10)** days of receipt of the written decision of the supervisor.

14.5.2.2 The Superintendent or the designated representative shall present a written decision to the employee within ten working days after receipt of the written grievance or within ten working days after the meeting with the grievant, if a meeting is held.

The district proposes no changes to the remainder of Article XIV except for the following:

14.5.6.3 No party may be required to discuss any grievance if ~~his/her~~ **their** representative is not present.

Article XVIII: TERM

This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement. The parties have no obligation to meet and negotiate except as set forth in the re-openers.

18.1 This document shall remain in full force and effect from July 1, ~~2012~~ **2015** to June 30, ~~2015~~ **2018**. During the term of this agreement, negotiations may be re-opened once annually ~~by February 15 of each school year~~. Each party is permitted to introduce two re-openers plus salary and fringe benefits. Negotiations on these proposals will begin no later than 45 days following the public presentation of the first proposal. **The parties will strive to mutually sunshine their reopeners at the same public presentation.**

18.1.1 All other terms and conditions of the collective bargaining agreement between parties shall remain in effect unless changes by mutual agreement of the parties.

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 2016-17 school year.

Article XV Professional Development Program (District agrees to mutually reopen)


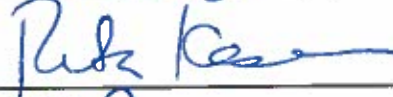



Article XXII Job Description Review (District agrees to mutually reopen)

Miscellaneous reclassification agreements: The parties also agree to the following:

1. Effective July 1, 2015, the position of Food Service Assistant I-C/Driver will be reclassified from Range 29 to Range 35.
2. Effective July 1, 2015, the employees currently in a Range 33 as a Secretary I Assistant Principal's Office position will be moved into a Administrative Assistant – Site, Range 41.
3. Effective July 1, 2016, the position of Payroll Technician (currently two open positions) will be reclassified from Range 44 to Range 50.
4. Effective July 1, 2016, the employee currently in the Delivery Worker/Custodian I position will have their hours/work year increased to a 12 month, 8 hour per day position. The District will determine the actual work schedule for the increase of hours/days between the Custodial position and the Delivery position duties of employee's schedule.
5. The parties agree to the following modifications to the CSEA Salary Schedules for both Districts:
 - a. Eliminate Ranges 23 and 24
 - b. Add Ranges 58 and 59 based on the same percentage changes between the preceding ranges

This constitutes the complete agreement between the parties.

SRCS

CSEA

