

2015-2016 TWIN RIVERS UNIFIED SCHOOL DISTRICT and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
TENTATIVE AGREEMENT
March 17, 2016

Article 7- Evaluations and Probationary Period—See Attached—Added "Exceeds" column on document

Article 8- Hours and Overtime— See Attached

Article 9- Filling of Vacancies and Administrative Transfers—See Attached

Article 10- Pay and Allowances—See Attached—Left last sentence in Article 10.3

Article 11- Employee Safety, Expenses and Materials Tools/Equipment and Training— See Attached

Article 12- Health and Welfare Benefits—See Attached

Professional Development off salary schedule payment equal to entitled hourly wage to attend one regular day/hour of work for additional training outside the normal work day. *Example: 4 hour employee must complete 4 hours of training and will be paid entitled hourly rate of pay for the 4 hours; 6 hour employee must complete 6 hours of training and will be paid entitled hourly rate of pay for the 6 hours; 8 hour employee must complete 8 hours of training and will be paid entitled hourly rate of pay for the 8 hours.* The District will determine the Professional Development to be offered for each position. Attendance is voluntary; however, no additional hours over 8 hours per day for employees 6 hours and below and no work to be performed on Sundays by all employees. **Cost \$294,000 Professional Development hours must be completed by August 31, 2016.**

Change to emergency room deductible to \$100 to align to current SISC Plan as of January 1, 2016.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

By: Marty Heeb
Marty Heeb, President, CSEA Chapter 1717

Date: 3/17/16

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: Gina Carreón
Gina Carreón, Assistant Superintendent, Human Resources

Date: 3/17/2016

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
Classified Employee Performance Evaluation**

Employee Name: _____

Position: _____

Date: _____

Evaluator: _____

Site/Department: _____

Evaluation Period:

Permanent Employee:

6 month probation

Annual

12 month probation

Biennial

Promotion 6 month probation

Section A:

Not Applicable	Not Satisfactory	Requires Improvement	Meets Standards	Exceeds Standards	Performance Standards	Section B: Record strengths and superior performance.
					Observance of work hours	Section C: Record Progress achieved in attaining previously set goals for improved work performance and for personal job qualifications.
					Attendance	
					Grooming and dress	
					Compliance with rules	
					Observes safety practices	
					Works effectively with the public	
					Works effectively with students	
					Works effectively with colleagues	
					Knowledge of work	
					Uses good judgment	
					Planning and organizational skills	
					Job skill level	
					Quality of work	
					Volume of acceptable work	
					Meeting deadlines	
					Accepts responsibility	
					Accepts direction	
					Accepts change	
					Effectiveness under stress	Section E: Explain specific work performance DEFICIENCIES or job behaviors requiring improvement or correction (areas requiring improvement or correction in Section A) or complete Attachment A- Employee Support Plan.
					Appearance of work area	
					Operation and care of equipment	
					Coordinates work effectively	
					Initiative/Problem solving	
					Maintains Confidentiality	
					Overall professional attitude	
					LEADS ONLY BELOW:	
					Demonstrates Leadership	
					Provides training, instruction, and guidance	
					Coordinates assignments and workload of others	

Summary Evaluation: Not Satisfactory Requires Improvement Meets Standards

Employee Support Plan Attached: Yes / No

Evaluator Signature: _____

Date: _____

Employee Signature: _____

Date: _____

I certify that this evaluation has been shared with me by my supervisor and that signature does not imply agreement with the contents. This document shall be filed in employee's personnel file. Employee has the right to respond to this evaluation in writing within ten (10) days. Such responses shall be attached to the evaluation.

Twin River Unified School District

EMPLOYEE SUPPORT PLAN

Attachment A

Name: _____ Site: _____ Position: _____ School Year: _____

AREAS NEEDING SUPPORT	ACTION STEPS (Provide detailed description)	TIMELINE FOR COMPLETION	EVIDENCE OF IMPROVEMENT	RESOURCES/SUPPORT	CHECK-IN DATE	MET/NOT MET (DATE)

Comments:

Date: _____ Continue on Improvement Plan

Date: _____ Exit from Improvement plan

Employee Signature

Date

Employee Signature

Date

• Employee Support Plan may be used to support employee with performance issues in an effort to remediate concern.

ARTICLE 8 - HOURS AND OVERTIME

District Package Proposal 11/18/2015—Revised 11/18/2015 at 4:39 P.M.

- 8.1 The work day, work week, and work year for all new or newly added bargaining unit positions(s) shall be designated and assigned by the District. Thereafter, any changes to the current bargaining unit position(s) or vacant bargaining unit position(s) shall be negotiated between CSEA and the District.
- 8.1.1 The District and CSEA agree to meet and negotiate between March 15th and April 15th to reach an agreement on the start and end times of member work hours for the next fiscal year.**
- 8.2 The workweek shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. This section shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any or all of its classified positions. Any changes to the established hours and work days shall be negotiated with CSEA, except as outlined in 8.1.1.
- 8.3 Part-time classified bargaining unit members shall have their basic assignment permanently changed to reflect their longer hours pursuant to Education Code 45137.
- 8.4 When additional hours or days per year become available to a part-time position on a regular basis, (not in accordance with section 8.3 above) the assignment shall be offered to a bargaining unit member in the appropriate classification with the greatest seniority in that classification from the same site/department. If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the classification in descending order of seniority at the site/department. The additional hours or days are then offered to the most senior bargaining unit member district-wide with the same number of hours and in the same classification as the bargaining unit member who declined the additional hours.
- 8.5 For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence shall be considered as time worked by the bargaining unit member.
- 8.6 When it is known at least twenty-four (24) hours in advance that a bargaining unit member is going to be absent five (5) or more consecutive days, the opportunity to work those additional hours will be offered to the current bargaining unit members in the same classification as follows:

- 8.6.1 The bargaining unit member in the classification being given the increased hours shall be at the same site/department.
- 8.6.2 If two or more bargaining unit members in the classification request the increased hours, the supervisor for the site/department shall choose the bargaining unit member who will receive the assignment based on availability, demonstrated job performance and skills. If those factors are equal, the most senior employee at the same site/department shall receive the assignment. If no bargaining unit members meet these criteria, the supervisor can fill the absence with a substitute employee.
- 8.7 The bargaining unit member's regular work days shall not be reduced because of time worked in addition to the bargaining unit member's regular assigned work days.
- 8.8 The District may fill a vacant position(s) with a substitute(s) for no longer than sixty (60) calendar days. After the completion of sixty (60) days the district shall not continue to fill the vacant position(s) with a substitute without an agreement with CSEA.
- 8.9 A substitute may be hired for less than 195 days to replace a bargaining unit member who is temporarily absent from duty. This section does not preclude the District from hiring additional substitutes if the bargaining unit member's absence is for more than 195 days.

LUNCH PERIOD

- 8.10 Bargaining unit members who are contracted to work six (6) or more hours shall be provided an uninterrupted, non-compensated lunch period. The length of time for lunch shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. The lunch period shall be scheduled upon initial employment in the position, and annually thereafter, by the immediate supervisor at or about the midpoint of the bargaining unit member's work shift. By mutual agreement, the lunch period may be rescheduled.
- 8.11 When a bargaining unit member's contracted workday is more than four (4) hours but less than six (6) hours an uninterrupted, non-compensated lunch period may be requested by the bargaining unit member to be approved by the supervisor or may need to be scheduled by the immediate supervisor upon initial employment in the position, and annually thereafter. If scheduled, the lunch period shall be at or about the midpoint of the bargaining unit member's work shift. By mutual agreement, a lunch period may be scheduled, rescheduled or eliminated.

REST PERIODS

- 8.12 Bargaining unit members who are contracted to work 2.5 to 3.49 hours shall receive one five (5) minute rest period, which shall, when practicable, be scheduled at the mid-point of the work shift.
- 8.13 Bargaining unit members who are contracted to work 3.5 to 5.99 hours shall receive one fifteen (15) minute rest period, which shall, when practicable, be scheduled at the mid-point of the work shift.
- 8.14 Bargaining unit members who are contracted to work six (6) or more hours shall receive two fifteen (15) minute rest periods. The first rest period shall, when practicable, be scheduled at the mid-point of the first half of the shift and the second rest period shall, when practicable, be scheduled at the mid-point of the second half of the shift.
- 8.15 The District shall make lunchroom and restroom facilities available for bargaining unit member's use.

OVERTIME

- 8.16 Bargaining unit members must obtain prior approval of their immediate supervisor to work any time in excess of their regularly scheduled work hours.
- 8.17 Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the beginning of the regular assigned start time or following the assigned end time. Such hours shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay in accordance to section 10.6. All hours worked in excess of twelve (12) hours per day shall be compensated at two (2) times the regular rate of pay.
- 8.18 A bargaining unit member who has a work day of four (4) hours or more shall, for any work required to be performed on the sixth or seventh day following the commencement of his/her work week, be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay for the bargaining unit member.
- 8.19 A bargaining unit member who has a work day of less than four (4) hours shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the bargaining unit member.

- 8.20 Overtime shall be distributed and rotated as equally as practical among qualified bargaining unit members at an individual site/department within each appropriate classification. Absent volunteers, overtime will be assigned by a rotational system (with the least senior qualified bargaining unit member of the site/department first).
- 8.21 If a bargaining unit member voluntarily accepts a position that receives a stipend (e.g., coaching) the bargaining unit member agrees to waive his/her right to overtime.
- 8.22 The District may require a bargaining unit member to work overtime when the legitimate business needs of the District require it.

COMPENSATORY TIME

- 8.23 When a supervisor makes an offer to work overtime, the supervisor shall specify whether or not the overtime to be worked is available for overtime pay only, compensatory time only or if there is a choice of either. If there is a choice the bargaining unit member shall determine if he/she wishes to receive cash or time off. This determination must be made at the time the overtime work is offered.
- 8.23.1 Compensatory time off is calculated at one and one-half (1 ½) times the number of overtime hours worked.
- 8.23.2 Compensatory time off will be recorded on the District provided form.
- 8.24 A bargaining unit member may accumulate up to one hundred and twenty (120) hours of compensatory time. Any compensatory time off not used over and above 120 hours as of December 31st will be paid on the February variable payroll and will be paid off at the regular rate of pay. Any compensatory time off not used over and above 120 hours as of June 30th will be paid on the August variable payroll and will be paid off at the regular rate of pay.
- 8.25 Requests to use earned compensatory time off must comply with Article 13.

CALL BACK TIME

- 8.26 Time that a bargaining unit member is required to perform unscheduled work which does not continuously precede or follow a bargaining unit member's regularly scheduled assignment shall be considered call back time and shall be compensated for a minimum of two (2) hours of work at the overtime rate
- 8.27 Bargaining unit members that work as a result of call back emergencies shall have the right to use compensatory time to cover the next regularly scheduled work period.

STAND BY ASSIGNMENTS

- 8.28 Bargaining unit members maybe assigned and may accept stand by assignments outside their regularly assigned work hours or days. While in a stand by assignment the bargaining unit member must keep a District provided cell phone with them and remain available to arrive at any District required location within one (1) hour of being called.
- 8.29 Stand by assignments will be offered to bargaining unit members who possess the necessary skills for the assignment as identified by the classification job description and supervisor.
- 8.30 If there is an ongoing need for stand by assignments, the assignment will be rotated weekly. Absent volunteers, overtime will be assigned by a rotational system (with the least senior qualified bargaining unit member of the site/department first).
- 8.31 Bargaining unit members on stand-by assignments shall be paid \$25.00 per eight (8) hour shift or portion thereof that the bargaining unit member is required to respond to the cell phone. In addition, bargaining unit members shall receive a minimum of two (2) hours pay at one and one half (1 ½) times his/her regular rate of pay for each time he/she actually travels to a District required location. If the bargaining unit member actually works in excess of two (2) hours, the bargaining unit member shall be paid at one and one half (1 ½) times their regular rate of pay for all time actually worked.

SUMMER SCHOOL ASSIGNMENTS

- 8.32 When work normally and customarily performed by bargaining unit members is required to be performed, the work shall be assigned to bargaining unit members in the appropriate classification and who work school term. A written agreement between CSEA or designee, and Director, Human Resources/Labor Relations or designee is required if the member is currently providing service to the District.
- 8.33 The District shall post all summer school assignments for ten (10) days on bulletin boards and in prominent locations at each District job site.
- 8.34 Summer school assignments shall be offered to bargaining unit members, who apply, with the most senior bargaining unit member in the classification being offered the assignment first.
- 8.35 In the event that a senior bargaining unit member declines the assignment, that assignment shall be offered to the next most senior unassigned bargaining unit member in the classification until accepted.

- 8.36 After all summer school assignments have been made and there are still vacancies, the District shall offer the summer school assignments to qualified summer school applicants by seniority to bargaining unit members in similar classifications first, then to those in other classifications.
- 8.37 Summer school assignments for the Transportation Department shall be governed by Article 18.

EXTRA ASSIGNMENTS OUTSIDE OF THE REGULAR ACADEMIC YEAR
EXCLUDING SUMMER SCHOOL

- 8.38 When it is necessary to fill a position, the duration of which is not to exceed three (3) months, and the assignment is not a part of the instructional calendar, the District shall fill the assignment with a bargaining unit member not regularly assigned during this period who currently holds the classification being filled. Extra assignments outside the regular academic year shall be distributed as equally as practicable among qualified bargaining unit members at an individual site/department within each appropriate classification. When more than one such eligible bargaining unit member exists, the most senior shall be appointed.
- 8.38.1 If the position can't be filled, then a classified bargaining unit member in the classification at a different site/department shall be appointed. When more than one such bargaining unit members exist, the most senior bargaining unit member shall be appointed.
- 8.38.2 If the position still can't be filled, then a classified bargaining unit member not regularly assigned to the classification that meets the minimum requirements and has passed the appropriate exam either currently or previously shall be appointed. When more than one such bargaining unit members exist, the most senior applicant shall be appointed.

CONTRACTING OUT

- 8.39 The District and Association agree that at times, work typically performed by bargaining unit members, needs to be contracted out for efficiency and organizational reasons. The Parties further agree that this will not result in a layoff of existing employees.
- 8.39.1 The Parties agree that the following circumstances allow the District to contract out services:
- 8.39.1.1 Processing of Employee Health Benefits during the Open Enrollment period

8.39.1.2 Temporary Bus Drivers

8.39.2 The District and CSEA agree that 8.39.1-8.39.1.2 will sunset on June 2018.

WORK-STUDY AND EMPLOYMENT OF STUDENT WORKERS

8.40 The District and Association agree that the District will accept the placement of work-study candidates and student workers under the following conditions:

8.40.1 The placement of work-study and student employees will not result in a layoff of existing employees.

8.40.2 Work-study and student employees will not fill a vacant position which would otherwise be occupied by District employees.

8.40.3 Work-study and student employees will work under the supervision of a District employee at all times.

8.40.4 The work-study and student employee programs are voluntary on behalf of all parties involved.

8.40.5 The District and CSEA agree that 8.40-8.40.4 will sunset on June 2018.

ARTICLE 9 – FILLING OF VACANCIES AND ADMINISTRATIVE TRANSFERS

District Counter-Offer 12/2/2015

DEFINITIONS

- 9.1 A "lateral transfer" is a change in classification to a classification paid on the same salary range.
- 9.2 A "transfer" is a change in work location from one work site to another site within the same classification.
- 9.3 A "demotion" shall consist of the movement of a bargaining unit member from one classification to a different classification with a lower salary range.
- 9.4 A "promotion" shall consist of the movement of a bargaining unit member from one classification to a different classification with a higher salary range.
- 9.5 An "administrative transfer" is defined as a change in a bargaining unit member's work location within the same classification by means other than (a) the bargaining unit member's request, (b) bumping, (c) promotion, or (d) demotion.

GENERAL PROVISIONS

- 9.6 Notices of vacancies shall be posted for at least five (5) working days on the bulletin boards and in prominent locations at each District job site. Job postings will be emailed to sites and departments five (5) work days prior to the closing date. At the end of each academic year bargaining unit member(s) will receive postings via district email. The job vacancy notice shall contain:
- 9.6.1 The job title
 - 9.6.2 A brief description of the position and duties
 - 9.6.3 The minimum qualifications required for the position
 - 9.6.4 Primary job site or multiple job sites, if required
 - 9.6.5 The number of hours per day
 - 9.6.6 Days per week
 - 9.6.7 Days per year
 - 9.6.8 Salary range
 - 9.6.9 The filing deadline to fill the vacancy

9.7 Any bargaining unit member that has not attained permanency in his/her initial classification may apply for a vacancy.

9.7.1 Bargaining unit members who have completed less than 6 months will have a 12 month probationary period in the new position. Bargaining unit members who have completed 6 months or more in their current position will have a 6 month probationary period in the new position.

FILLING OF VACANCIES

9.8 The District will fill vacancies by adhering to the following process:

9.8.1 First consideration will be given to bargaining unit members requesting a transfer into a position with the same number of hours per day and days per year;

9.8.2 Second consideration will be given to bargaining unit members requesting a transfer into a position with either an increased or decreased number of hours per day and/or days per year;

9.8.3 Third, any bargaining unit members on a 39 month re-employment list will be offered the vacancy;

9.8.4 Fourth consideration will be given to bargaining unit members requesting a lateral transfer;

9.8.5 Fifth consideration will be given to bargaining unit members requesting a demotion;

9.8.6 Sixth consideration will be given to bargaining unit members requesting a promotion;

9.8.7 Seventh, if no bargaining unit member applies for or is selected based on objective criteria to fill the vacancy, then the District can fill the vacancy with an outside candidate.

9.9 During the process of filling a vacancy, if all qualifications (including physical, educational, test scores, written evaluations, attendance and experience) are equal, a bargaining unit member's seniority may be recognized as a tie-breaker.

9.9.1 If a bargaining unit member is not selected, he/she may request the reasons for not being selected from the Director, Human Resources or designee.

ADMINISTRATIVE TRANSFERS

- 9.10 Temporary administrative transfers will only be accomplished in situations requiring immediate attention where there has been a natural disaster or other situations that severely impede the District's day to day operations.
- 9.11 A bargaining unit member shall receive a minimum of fifteen (15) calendar days' notice prior to the effective date of any permanent administrative transfer. The letter of transfer will include the reason for transfer.
- 9.12 The District shall not transfer bargaining unit members arbitrarily or capriciously. Should there be a need to displace another bargaining unit member, the District will ask for volunteers at the site and if there are no volunteers, the District will displace the least senior employee in the appropriate classification.

ARTICLE 10 - PAY AND ALLOWANCES

District Package Proposal 11/18/2015

- 10.1 Pay for twelve (12) month bargaining unit members shall be computed on the following basis:
 - 10.1.1 Hours worked per day x hourly rate of pay x number of days per year worked (includes holidays) divided by 12 months.
- 10.2 Pay for less than twelve (12) month bargaining unit members shall be computed on the following basis:
 - 10.2.1 Hours worked per day x hourly rate of pay x number of days per year worked (plus holidays and vacation) divided by 11.
(Bargaining unit members may elect to receive a twelfth (12th) deferred check).
- 10.3 ~~All regular paychecks of bargaining unit members shall be issued monthly on the District's last regular working day of the month. In December only, paychecks for less than twelve (12) month employees will be issued on the last day of school. For all other bargaining unit members, pay checks will be issued on the District's last regular working day of the month.~~
- 10.4 All additional hours worked shall be paid with the variable payroll. As an example, extra hours worked 10/16-11/15 will be paid on 12/10 variable payroll. The appropriate deadline for timecards **sheets** to be submitted by the bargaining unit member shall be no later than ~~five (5)~~ **three (3)** working days after the end of the work period.
- 10.5 The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix B (CSEA Hourly Salary Schedule) which is attached and incorporated as a part of this Agreement.
- 10.6 A bargaining unit member's regular rate of pay shall include any longevity required to be paid under this Agreement.
- 10.7 When an increase is negotiated between the parties, the salary schedule shall be increased by such amount with the agreed upon effective date.
- 10.8 Prior to establishing a new classified bargaining unit job description and salary range placement, the District shall negotiate with CSEA.

STEP PLACEMENT AND MOVEMENT

- 10.9 Step credit shall be given to new bargaining unit members for outside related experience. Two years of outside experience shall count as one year of in-district experience. Such experience shall enable the bargaining unit member to be initially placed on a maximum of Step 2 of the appropriate range. CSEA shall be notified of any newly hired bargaining unit member's placement.
- 10.10 Step increases shall become effective on July 1 of each year. In order for a newly hired bargaining unit member to be eligible for a step increase, the bargaining unit member shall have a hire date as of December 1st.
- 10.11 In instances of a bargaining unit member being promoted to a classification with a higher salary range, the bargaining unit member shall be placed on the new range and step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that classification.
- 10.12 In instances of a bargaining unit member who voluntarily accepts a position in a lower classification, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.
- 10.13 A bargaining unit member who resigns and is reemployed in the same classification within one (1) year shall be placed at the same step on the salary schedule at the time of his/her resignation. This provision shall apply only to bargaining unit members who were originally employed for not less than three (3) years prior to his/her resignation.

LONGEVITY

- 10.15 Bargaining unit members shall be eligible for longevity increments to be added to their annual base salary as described below. Longevity increments are defined as two and one-half percent (2.50%) of the bargaining unit member's current base salary. With the exception of the ten (10) year increment which will be as follows:
- 10.15.1 After completion of ten (10) years of continuous District service – one (1) increment. ~~Two-year phase-in on 2.50% increment, year one 1.25% (2013-2014), year two 2.50% (2014-2015).~~
- 10.15.2 1 After completion of fifteen (15) years of continuous District service - one (1) **additional** increment.

- 10.15.3 **2** After completion of twenty (20) years of continuous District service - one (1) additional increment.
 - 10.15.4 **3** After completion of twenty five (25) years of continuous District service - one (1) additional increment.
 - 10.15.5 **4** After completion of thirty (30) years of continuous District service - one (1) additional increment.
- 10.16 Payment of increments shall commence with the first paycheck after July 1 following completion of the years of qualifying service.
- 10.17 Longevity increments earned shall be carried forward in the event the bargaining unit member is transferred, promoted or demoted to a new classification.

IMMUNIZATIONS/TB TESTING

- 10.18 The district shall pay for the cost associated with maintaining bargaining unit member immunizations as required by the bargaining unit member's job description
- 10.19 TB tests will be reimbursed up to the maximum amounts outlined on the District's approved list of providers.

LICENSES/CERTIFICATES

- 10.20 The district shall pay for the cost associated with maintaining required licenses and certifications (excluding California Class C Driver's License).

MILEAGE

- 10.21 Bargaining unit members whose job classification requires travel will be reimbursed for all mileage incurred in the course of performing services required in connection with that job classification, other than mileage to and from home and the primary work location. Reimbursement shall be at the current established Internal Revenue Service (IRS) rate.
- 10.22 Bargaining unit members whose work assignment requires them to pay for meals, lodging, tolls or parking, while away from the District, may be advanced or shall be reimbursed, in accordance with the applicable District established policies and regulations. Bargaining unit members shall be reimbursed for these costs within thirty (30) days after verification and approval of all required documents by the Accounts Payable Department.

OUT OF CLASSIFICATION PAY

10.23 A bargaining unit member may be required to perform duties not included in their current position. A bargaining unit member working in a higher classification for a period of more than five (5) workdays in a fifteen (15) calendar day period shall have his/her salary adjusted upward for all days worked in that assignment. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and on the step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

PAYROLL ERRORS

10.24 If the District makes an error on a salary warrant resulting in an underpayment, a second warrant to correct to the deficiency will be issued within ten (10) working days of the report of such error.

ARTICLE 11 - EMPLOYEE SAFETY, EXPENSES AND MATERIALS
TOOLS/EQUIPMENT AND TRAINING

District Package Proposal 11/18/2015

- 11.1 The District shall provide the tools, equipment, supplies and clothing that are required by their immediate supervisor and necessary to bargaining unit members for performance of and directly related to employment duties.
- 11.1.1 Work boots: The District shall provide and maintain safety boots/shoes for all classifications for which the District requires safety boots/shoes.
- 11.2.1.1 Bargaining unit members shall be able to replace their safety boots/shoes at a cost of up to \$200 per year.
- 11.1.2 Uniforms: The District will provide the clothing/uniforms required by the District for the following departments; Campus Safety Specialist, Transportation, Nutritional Services and Technology.
- 11.1.2.1 A sub-committee will meet to agree on the uniform to be worn. The sub-committee will consist of a District representative, department supervisor, and two CSEA members representing the department. The uniforms will not be implemented until the committee reaches an agreement.
- 11.1.2.1 Bargaining unit members will receive the required clothing/uniform upon initial employment and annual replacement.
- 11.1.2.2 Campus Safety Specialist Uniforms shall be provided:
- 11.1.2.2.1 Initial Employment: the bargaining unit member shall receive: two (2) shirts, two (2) pair of pants, one (1) jacket and one (1) hat. The uniform is to be worn at all times.

11.2.2.3 Equipment: The District will provide equipment required by the immediate supervisor District to perform necessary job duties. Any purchased property remains the property of the District. Upon separation of employment from the District, the items will be returned to the District.

11.2.2.3.1 Campus Safety Specialist Equipment: the following items will be purchased by, and will remain, the property of the District: key carrier, school site radio, radio holder, one mace/pepper spray and holder, and belt.

11.2 Bargaining unit members currently serving on the district emergency response team are authorized to take home an equipped vehicle during the time they are serving on the emergency response team.

~~11.3 The District shall provide and maintain work boots for all classifications for which the district requires work boots.~~

~~11.3.1 Bargaining unit members shall be able to replace their work boots at a cost of up to \$200 per year.~~

~~11.4 Uniforms: The District will provide two (2) uniform shirts, two (2) pair of pants, one (1) jacket and one (1) hat for new Public Safety Officers (PSO). This uniform is to be worn at all times while on duty.~~

~~11.4.1 Uniform Allowance: PSO bargaining unit members shall receive a uniform allowance of \$350 annually each September. This allowance shall be used to replace the above uniform items.~~

~~11.4.2 Shoulder Patches: The District shall provide shoulder patches as needed.~~

~~11.4.3 Equipment: The following items will be purchased by, and will remain, the property of the District. Upon termination of employment, the below items will be returned to the District:~~

~~11.4.3.1 Key carrier~~

~~11.4.3.2 School site radio and radio holder~~

~~11.4.3.3 One (1) pair handcuffs and case~~

~~11.4.3.4 One (1) mace/pepper spray and holder~~

~~11.4.3.5 ASP Baton and holder~~

~~11.4.3.6 Badge~~

~~11.4.3.7 Belt~~

~~11.5~~ **11.3** Training required as a condition of employment shall be provided by the District. A bargaining unit member who is required by the District to attend a training program shall receive the appropriate rate of pay. Approved expenses will be reimbursed. This section excludes transportation which is addressed in the Transportation Article.

~~11.5.1~~ **11.3.1** The District may provide restraint training to bargaining unit members who are not required but request the training. Reasonable efforts will be made to accommodate such requests. If the training is held during work hours, such bargaining unit members will suffer no loss of pay. The District will pay for the cost of the class.

PHYSICAL EXAMINATIONS

11.6 When a bargaining unit member is required to submit to a physical examination for continuance of employment, the District shall provide the required examination with a physician of the District's choice.

SAFETY

11.7 Bargaining unit members may report unsafe conditions and/or equipment to his/her immediate supervisor. The report shall be made in writing and include the following:

11.7.1 Date of report

11.7.2 Name of bargaining unit member making report

11.7.3 Location of unsafe condition and/or equipment

11.7.4 Description of unsafe condition and/or equipment

11.8 When it is determined by the District that an unsafe condition exists, the District shall take steps to correct the unsafe condition.

11.9 Bargaining unit members are required to utilize all safety equipment and follow all safety procedures specified by the District. Bargaining unit members shall not be

required to perform any duties which are unsafe or would cause harm to themselves or others.

11.10 School Sites/Departments may implement the use of sign-ins to ensure the safety of staff members.

ARTICLE 12 – HEALTH AND WELFARE BENEFITS

District Package Proposal 11/18/2015

Language Updated to Reflect Prior Agreement

BARGAINING UNIT MEMBERS

- 12.1 The District shall form a joint health and welfare benefits committee, consisting of no more than three (3) representatives appointed by the respective participating bargaining unit groups and the District. The committee will meet as needed, but no less than twice a year, to annually review medical, dental, vision, employee assistance program, long term disability and life insurance plans that the District provides. The committee shall provide its recommendations to the bargaining units and the District.
- 12.2 Bargaining unit members who are contracted to work twenty (20) hours per week, but less than thirty (30) hours per week are eligible for fifty percent (50%) of the District's contribution. Bargaining unit members who are contracted to work thirty (30) hours or more per week will be considered full-time and are eligible for one hundred percent (100%) of the District's contribution. This provision shall be in accordance with the District's current insurance carrier.
- 12.3 The District shall offer medical, dental, vision, employee assistance program, long term disability and life insurance plans to eligible bargaining unit members.
- 12.4 ~~Effective January 1, 2009 the District agrees to provide eligible bargaining unit members the following maximum annual contributions to be applied towards medical, dental, and/or vision:~~ As of January 1, 2016, each classified member working 90% or greater of a full time employee will be required to enroll as a subscriber in a medical plan unless the member is waiving coverage as of December 31, 2015. If a 90% or greater classified member who is grandfathered later elects to enroll in a medical plan, they will not be able to return to waived status. To be grandfathered, a classified member will be required to show proof of other medical coverage. The health benefits provider will determine the eligibility for participation of persons in legally recognized relationships. The amount of the District's contribution shall be based on the medical benefit selected by the unit member. Where a unit member has opted out of medical benefits, with verification of medical coverage, in accordance with language above, but selects dental and/or vision the District shall contribute up to the medical single contribution towards the actual cost. (Language Updated to reflect prior agreement)

The district contributions listed below are effective February 1, 2015.

Single: \$6,099.60 \$6,740.04

Employee plus one:	\$10,395.00	\$11,099.88
Family:	\$13,065.00	\$13,621.44

12.4.1 Eligible bargaining unit members whose spouse or registered domestic partner is also an employee of Twin Rivers Unified School District and is eligible for health benefits shall receive a coordinated District contribution.

If the bargaining unit member elects health coverage, the coordinated District contribution will be made up of the bargaining unit member's "employee plus one" coverage and the spouse or registered domestic partner's "employee only" coverage from their bargaining unit's District contribution. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. The bargaining unit member shall elect either "employee plus one" or "family" and receive the District coordinated contribution, as outlined above, to put towards the total cost of the District medical, vision and dental insurance. No additional funds will be provided to either employee.

12.5 When a bargaining unit member is on an approved unpaid leave of absence, the District shall permit the bargaining unit member to remain in the District offered plans of their choice and for which they are eligible at his/her own expense **and without the District contribution**. Arrangements for payment shall be made with the Payroll/Benefits Department.

12.6 ~~All bargaining unit members who are contracted to work thirty (30) hours or more per week and who do not elect to participate in any of the District offered plans, will receive cash in lieu of \$100.00 per month per contracted work year. Such cash in lieu payment will be effective upon proof of medical coverage. As of May 1, 2014, employees not receiving cash in lieu of \$100.00 per month are ineligible to receive cash in lieu if medical coverage is later waived. Those eligible and receiving cash in lieu as of this date, will continue to receive the cash in lieu provided the member continues to be eligible to waive medical coverage. (Language Updated to reflect prior agreement)~~

RETIREE BENEFITS

12.7 Bargaining unit members who have been continuously employed by the District for a minimum of ten (10) years and are at least 55 years of age may, upon retirement from District employment, elect to continue to participate in District provided group health, dental and vision insurance coverage and receive 100% of the district's monthly contribution. Any time spent on the re-employment list shall be considered a part of continuous employment with the District. The contribution shall be the District's monthly single employee contribution received at the time of retirement. The District's contribution shall continue until the retiree's 65th birthday or Medicare eligible.

12.8 Retirees from the four predecessor districts who are already receiving retiree benefits as of March 1, 2011 shall not be affected by this provision.

SECTION 125 PLAN

12.9 The District shall offer to all bargaining unit members an Internal Revenue Code Section 125 plan. Eligibility requirements and plan benefits will be contained in the plan documents of the provider(s) agreed to by the parties.