

SRCS and SRTA
December 19, 2018
Tentative Agreement

Article II Compensation

Appendix A Salary Schedule

District proposes an across the board 4.0% salary increase to the Salary Schedules retroactive to July 1, 2018. The increase would be applicable to base salary only. To be eligible for retroactive payment the bargaining unit member must be employed on the date the agreement is ratified by the Board.

2.3 ASSOCIATION DUES

Payroll deductions will be made by the District **for all employees whom the union reports as having written authorizations.** ~~upon receiving a properly completed authorization for deduction and required bill lists.~~

Article III Work Hours

3.1.3 One hundred eighty (180) for these days will be student attendance days. The remainder shall be utilized for the purpose of in-service training, school organizational meetings, conferencing, planning, preparation, record keeping, and similar activities required in conjunction with an individual's assignment. **The district shall consult with SRTA when planning the professional development days.**

TK-5

3 Days District Directed Professional Development

2 Teacher Work Days (per 3.5.3.1)

2 Conference Days

6-8

3 Days District Directed Professional Development

4 Teacher Work Days (per 3.5.3.1 and 3.5.3.2)

3.2.1 Bargaining unit members will work within one school year, the equivalent of eight (8) hours a day, excluding a 30-45 minute lunch break. Time spent on activities preparing for the following days' duties are included in this eight-hour equivalent, but it does not supplant required student service hours. Time spent on parent conferences, faculty meetings, district and school committees, district or school-sponsored in-service meetings and other meetings, **and non-instructional duties** required by the employer shall also count in the eight (8) hour equivalent.

3.4.1 ~~Transitional Kindergarten and K/1 teachers shall have four release days a year for the purpose of individual assessment. First-grade teachers shall have three release days a year for the purpose of individual assessment.~~ **Second, through fifth grade shall have two release days a year for the purpose of individual assessment.**

Transitional kindergarten, kindergarten, and k/1 teachers shall have four release days a year for the purpose of individual assessment. First grade teachers shall have three release days a year for the purpose of individual assessment. Second through fifth shall have two release days a year for the purpose of individual assessment.

3.4.1.2 **Teachers must give a two-week notification to secure a substitute. In the case of a substitute shortage, those substitutes covering illness shall take precedence.**

3.5.3.1 Status Quo

3.6 MINIMUM DAYS

3.6.1 **The day of or the day following Back to School Night and Open House will be a minimum day.** ~~No later than the final week of the previous school year, bargaining units members at each site will vote to determine whether the minimum day at their site will be held on the day of or the day following Back to School Night and Open House.~~

~~3.7 STAFF DEVELOPMENT BUY BACK DAYS~~

~~3.7.1 The District and SRTA previously agreed to add three (3) staff development days to the bargaining unit member work year. If state legislature reduces or 17 eliminates the staff development buy back day program the following shall occur.~~

~~3.7.1.1 Scheduled staff development buy back days on the affected school year calendar shall be cancelled, the bargaining unit member work year shall be reduced by a corresponding number of days, not to exceed three (3) buy back days, and the bargaining unit member's salary schedule shall be reduced in accordance with the number of cancelled days. For example, if a state budget which eliminates all three buy back days is adopted, all scheduled buy back days shall be cancelled, the bargaining unit member work year shall revert to 184 days and the SRTA salary schedule shall be reduced by three (3) days per diem.~~

~~3.7.1.2 If the state withdraws funding for all three (3) buy back days and one or more days has already taken place, the remaining bargaining unit member work year shall be reduced by a comparable number of days to the number of staff development days which have already occurred and the salary schedule reduced by the appropriate number of days per diem as described above. The days reduced from the work year, shall be "teacher workdays."~~

~~3.7.1.3 If the legislature reduces two (2) or one (1) staff development buyback days, the scheduled day or days shall be cancelled, the bargaining unit member work year reduced accordingly and the salary schedule reduced to reflect the reduction of one (1) or two (2) days, based on the state reduction of the program.~~

~~3.7.1.4~~ — If the staff development buy-back days are eliminated in any given school year and reinstated in a subsequent fiscal year in the exact same manner as the program currently exists, the District shall reinstate the program and adjust the salary schedule accordingly. If the state brings the program back in a different manner, either party may request to reopen on the issue to negotiate how the modified program may be implemented in the elementary district.

3.8 **Change title from Adjunct Duties to Non-Instructional Duties**

3.9 CONFERENCES

3.9.1 Conferences

3.9.1.1 Fall and spring parent conferences are mandatory for grades TK-5 **and Venetia Valley Middle School**. A minimum day schedule will be observed (~~a week in October generally~~). One day of the week of the fall and spring conferencing shall be a non-student day for TK-5 **and Venetia Valley Middle School** bargaining unit members to provide flexible time throughout the day and evening for meeting with parents who cannot meet during the normal conferencing schedule.

See Davidson MOU

3.9.2 Grade Four and Five Assistance

~~3.9.2.1~~ — A substitute for grade four and five teachers shall be provided twice a year between the periods of (1) September through January and (2) February through June for the purposes of assessment, preparing for parent conferences and/or writing report cards.

~~3.9.2.2~~ — Teachers must give a two-week notification to secure a substitute. In the case of substitute shortage, those substitutes covering illness shall take precedence over a substitute covering for grade four and five assistance.

~~3.9.2.3~~ — In lieu of obtaining a substitute, teachers may elect to receive monetary compensation at the current daily substitute rate of pay. To receive this compensation teachers must submit a timesheet stating that this is for grade four/five assistance and is to be paid at the current daily substitute rate of pay.

~~3.9.2.4~~ — Teachers must work with the school site principal and the District to ensure that procurement of substitutes are requested over time to not adversely affect substitute availability.

Article V: Leaves

New 5.1.12 A Bargaining Unit Member may use accumulated sick leave to attend to the illness of a member of their immediate family as defined by FMLA/CFRA.

5.2 MATERNITY LEAVE

- 5.2.1 The leave commences with the onset of medically approved disablement due to pregnancy, miscarriages, childbirth, and recovery therefrom unless the bargaining unit member is on a Board-approved uncompensated leave. The bargaining unit member may claim sick leave pay and/or extended leave pay for no more than the period of time as determined by the bargaining unit member and her physician that she was actually physically disabled from performing her job because of pregnancy, miscarriage, abortion, childbirth, or recovery therefrom. Should sick leave pay be exhausted, the District will pay the bargaining unit member the differential between the bargaining unit member's salary and the salary of the substitute. **When calculating differential pay, the maximum amount to be deducted from salary shall be the daily substitute rate.** At no time will the District charge the bargaining unit member more than the bargaining unit member's salary for the substitute coverage.
- 5.2.2 This leave is not intended to provide for periods of rest prior to, nor following childbirth or for childcare. Bargaining unit members shall give notice to the District of pregnancy at least four (4) months prior to the expected birth of the child. Any member may continue to work until such time as her physician deems that her well-being and/or inability to perform her duties require the commencement of maternity leave. Human Resources will meet with each individual reporting a pregnancy to discuss her options under current law in detail.

5.3 CHILD ARRIVAL/CHILD REARING LEAVE

- 5.3.1 Leaves may be taken by a bargaining unit member for "Child Arrival." It is the intent of this section to meet or exceed the existing provision of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Bargaining unit members exercising their leave rights under this section shall not be further entitled to additional leave under (FMLA)/ (CFRA). This provision shall be limited to use once in any twelve-month period. Utilization of this section does not preclude the bargaining unit member from further use of Section 5.4.
- 5.3.2 Personal Necessity Leave may be used for Child Arrival Leave.
- 5.3.3 Child Arrival Leave shall apply whenever a bargaining unit member, becomes a parent. Child Arrival Leave may also apply to a bargaining unit member who has given birth and has exhausted their Maternity/Paternity Sick Leave. This is a voluntary leave. Pursuant to ~~AB 375~~ (Education Code section 44977.50), the bargaining unit members may be entitled to differential pay up to twelve weeks,

if all sick leave is exhausted and all conditions of the law are met. When calculating differential pay, the maximum amount to be deducted from salary shall be the daily substitute rate. The district shall calculate differential pay pursuant to the requirements of AB 2011.

5.3.3.1 When both parents of a child are employees of the district, each parent shall be entitled to 12 workweeks of parental leave.

Article VI: Job Share

6.1.2 Status Quo

6.1.3 Status Quo

Article IX: Procedure for Evaluating Bargaining Unit Members
MOU for evaluating TOSA (Teacher on Special Assignment) now will enter into the contract.

Article XI:

11.3 SRTA ACCESS TO BARGAINING UNIT MEMBER INFORMATION

11.3.1 DISTRICT NOTICE TO SRTA OF NEW HIRES

11.3.1.1 Provide SRTA with Notice of New Hires: The District shall provide the SRTA President and SRTA CTA Staff Representative notice of any newly hired employee at the end of each calendar month, via email. The notice shall include full legal name, date of hire, classification, and site.

11.3.1.2 Definition of a Newly Hired Employee: “Newly hired employee” or “new hire” means any newly hired Bargaining Unit Member as covered in Article I, Recognition. employee, whether permanent, probationary, temporary, full-time, part-time, hired by the District. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by SRTA. For those latter employees, for purposes of this agreement only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the SRTA unit.

11.3.2 EMPLOYEE INFORMATION

11.3.2.1 Provide SRTA With New Hire Contact Information: On the last workday of each month, the District shall provide to SRTA the name and contact information on the new hires. This information shall be provided to SRTA regardless of whether the newly hired employee was previously employed by the District.

11.3.2.1.1 The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

i. First Name;

ii. Middle initial;

iii. Last name;

iv. Suffix (e.g. Jr., III)

v. Job Title;

vi. Department;

vii. Primary worksite name;

viii. Work telephone number;

ix. Work Extension

x. Home Street address (incl. apartment #)

xi. City

xii. State

xiii. ZIP Code (5 or 9 digits)

xiv. Home telephone number (10 digits);

xv. Personal cellular telephone number (10 digits) if provided to the employer;

xvi. Personal email address of the employee if provided to the employer;

xvii. District Employee ID;

xviii. Hire date.

11.3.2.1.2 In the event no one is hired on any particular month, the District shall send an email to SRTA confirming they did not hire any that no new Bargaining Unit Members were hired that month.

11.3.2.2 Provide SRTA with Periodic Update of Unit Member Contact Information: The District shall provide SRTA, via a mutually agreeable secure FTP site or service, complete bargaining unit member information and work locations within 5 days of the last working day of September, January, and May. The specific employee information to be provided and the method of reporting shall be that same as the information described above in section 11.3.2.1.1 of this agreement.

11.3.2.3 The District will provide the required information in its possession unless an employee exercises their rights under Government Code Sections 6207 or 6254.3.

11.3.3. NEW EMPLOYEE ORIENTATION

11.3.3.1 Definition of New Employee Orientation: “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or media, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.

11.3.3.2 Provide SRTA with Access to New Employee Orientations: The District

shall provide SRTA mandatory access to its new employee orientations. SRTA shall receive notice and an agenda with times ten (10) or more days in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable. The parties shall establish an annual schedule for foreseeable new employee orientations (ex. beginning of the school year new employee orientations). This annual schedule which shall be finalized ten (10) or more days before any new employee orientation. Orientation sessions on this annual schedule shall be considered to have met the ten (10) day advance notice. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

11.3.3.2.1 Group Orientations: In the event, the District conducts a group orientation, SRTA shall have up to one (1) hour of exclusive presentation time at the orientation session. The District shall provide paid release time of two (2) hours each for up to two (2) SRTA representatives for each group orientation, including travel time. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The SRTA / CTA Staff Representative may also attend the orientation session.

11.3.3.2.2 Individual Orientations: In the event, the District conducts one-on-one orientations with new employees, SRTA shall have up to thirty (30) minutes of exclusive presentation time at the orientation session. The District shall provide paid release time of one (1) hour to an SRTA representative, including travel time, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The SRTA / CTA Staff Representative may also attend the orientation session.

11.3.3.2.3 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

11.3.3.2.4 SRTA may use part of their time at any orientation session to allow CTA endorsed vendors to present information, products, and/or services.

11.3.3.2.5 SRTA will have full access to any audio/visual equipment in the orientation room.

11.3.3.3 New Hire Information Packet: The District shall provide a link to the SRTA / SRCS certificated CBA and/or a paper copy of the CBA in the new employee orientation packet.

11.3.3.4 On-line Orientation: In the event that the District implements an online orientation/onboarding process, SRTA agrees to provide an online or video presentation that the employee shall view as part of the orientation/onboarding process.

11.3.4. GRIEVANCE AND ARBITRATION PROCEDURE

11.3.4.1 Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article XII Interest Based Grievance Resolution Procedure of the Collective Bargaining Agreement, except as follows.

11.3.4.1.1 Definition of a “Grievant”: For the purposes of this Agreement, the “Grievant” shall only be SRTA. No single employee or group of employees may grieve this agreement unless they are authorized representatives of SRTA and grieving on behalf of the union. This provision shall supersede Article XII Definitions section 12.3.7 of the collective bargaining agreement.

Agreed to on December 19, 2018

On behalf of SRCS:

On behalf of SRTA: