

## CSEA and its San Dieguito Chapter #241 – Proposal #4

### ARTICLE 6: HOURS OF EMPLOYMENT

A. The maximum number of hours of regular employment of an employee is eight (8) hours per day, forty (40) hours per week for five (5) consecutive days. However, the District may employ persons for lesser periods and may, through authorized administrators, direct and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.

B. The Board of Trustees may establish a ten (10) hours per day, forty (40) hour, four day work week for all or certain classes of its employees with the mutual consent of CSEA.

C. Overtime is directed and authorized working time in excess of eight (8) hours in one day (except if the Board of Trustees adopts Section B above) or forty (40) hours in one calendar week. An employee who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Any employee working on the sixth or seventh day shall be compensated at the overtime rate for any work performed. Overtime shall be computed to the nearest quarter of an hour worked.

1. Overtime shall be distributed on a priority basis as follows:

a) Top priority for all overtime will be given to employees in the same job family within each department on the same site on a rotation basis. Employees working in the Grounds, Maintenance, Technology, and Transportation departments will be offered overtime work based on their department seniority unless assigned to work at a specific site. The seniority list used for the rotation of overtime assignments shall be posted by site/department in centralized locations. Exceptions may be made for tasks which require special skills.

When overtime is available, the supervisor will offer the overtime to the next person in the rotation on the list. That employee may accept the assignment or reject the assignment. If the employee accepts or rejects the assignment, it is documented next to the employee's name on the list indicating (A)accepted/(R)rejected. Under normal circumstances, unit members will be given forty-eight (48) hours advance notice of the need to work overtime.

b) If the supervisor offers the overtime to all employees on the list and no one accepts, the supervisor may offer the overtime to another employee in the same job family who is assigned on the same site.

c) If there are no qualified employees under #b above, the supervisor may offer the overtime to any other district employee who has demonstrated

the ability to perform the required activity with preference to employees in the same job family.

D. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the employee.

E. The employee shall have the option of receiving overtime pay or compensatory time off for any overtime worked. Compensatory time off shall be used within a ninety (90) day period of being earned at the mutual agreement of the employee and his/her supervisor. If compensatory time off is not used within the ninety (90) day period, the employee shall receive pay for the overtime worked unless an extension is mutually agreed to by the employee and his/her supervisor.

F. Call-back time is when a unit member is requested and reports to work after having left his/her regular duty station following the completion of a regular workday/work shift/workweek. The employee shall be paid for a minimum of two (2) hours at the appropriate rate of pay (regular, overtime or holiday pay without regard to the length of time worked).

1. This provision does not apply to pre-scheduled extra duty where two tasks are required during a day at separate times (e.g. opening and closing facilities, turning on or off water, gas, electric, etc.). In such situations, employees who complete both tasks shall receive either two (2) hours of pay at the appropriate rate or receive compensation at the appropriate rate for the actual time it takes to perform both tasks, whichever is greater.

G. Bus driver standby time shall be paid at the employee's regular rate. While bus drivers are on standby time, they shall remain with their vehicle for safety purposes.

H. All employees who normally work in excess of four (4) hours per day shall be granted rest periods which, insofar as practical, shall be in the middle of the work period at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods may not be used to shorten or rearrange the work day.

I. A change of the hours of employment of an employee shall adhere to the following limitations:

1. An employee's hours of employment may be changed with two (2) weeks prior notice up to but not more than thirty (30) minutes total in any single fiscal year.
2. An employee's hours of employment may be changed more than thirty (30) minutes but not more than one (1) hour, fifty-nine (59) minutes in any single fiscal year provided the District provides justification for such change to the

employee and CSEA. Such affected employee shall be provided a one-time stipend of \$375 and a two-week notice.

3. An employee's hours of employment may be changed two (2) hours or more in any single fiscal year provided the District provides justification for such change to the employee and CSEA and a six- (6) month advance notice is provided to the affected employee. Such affected employee shall be provided a one-time stipend of \$750 provided the change in hours of employment was District initiated.

4. Changes in hours of employment of employees shall be based on district seniority hire date within a job class at a work site to transfer to the new hours. If there are no employees desiring to change hours, the change of hours will go to the employee with the least district seniority at the work site. Such affected employees shall have first priority based on seniority to transfer to the first vacant position with the same hours of employment as their previous position.

#### EXCEPTIONS

During the summer months, non student days, or holiday periods, or in the event of an emergency (i.e. a major change in school starting times, major school schedule changes, ~~bell schedule changes, year-round school,~~ major district reorganization or other unforeseen circumstances, or in the case of Instructional Assistants and/or Bus Attendants who are categorically funded such as special education or bilingual), the District shall have the right to change an employee's hours of employment without regard to the above provisions.

J. A survey of Instructional Assistant preferences for assignment must be provided on or about April 1 and returned prior to April 15. Instructional Assistants will be advised of their tentative assignment prior to the end of the school year. Any changes to that assignment will be noticed during the summer as soon as known. Instructional Assistants who have concerns about their assignment shall address those concerns to Special Education in a timely manner.

K. All employees who are employed for more than five (5) hours per day shall be entitled to an uninterrupted lunch period. The length of such lunch period shall be a minimum of thirty (30) minutes and shall be as close to the mid-point in the work shift as possible. This shall not preclude the lunch period from being changed in the event of an emergency or to ensure proper coverage of work stations.

L. Assignment to vacant food service positions shall be based on seniority within classification for those employees who, on their regularly scheduled evaluation were rated satisfactory or outstanding, who desire a position of equal or greater assigned

time, and who have demonstrated they possess the skills to successfully perform in the vacant position.

#### M. Lunch & Break Schedule

##### ***Hours Worked Break Period Lunch Period***

1 hour None None  
2 hours None None  
3 hours None None  
4 hours 15 minutes None  
5 hours (more than) 15 minutes 30 minutes\*+  
6 hours 15 minutes 30 minutes\*+  
7 hours 15 minutes 30 minutes\*  
8 hours 2-15 minutes breaks 30 minutes\*

\*one 30-minute uninterrupted lunch period-not paid-as close as possible to the midpoint of work shift

+lunch hour may be waived by mutual consent by employer and employee if the total work period is no more than 6 hours.

\*fiscal year = July 1 – June 30

#### N. TRANSPORTATION SECTION:

##### 1. Bidding

a. Bus Drivers and Bus Attendants will bid three (3) times per school year as follows:

b. In August with an effective date of start of school

c. In October with an effective date of November 1<sup>st</sup>.

d. In February with an effective date of March 1<sup>st</sup>.

e. Bid work hours of employment are guaranteed for the duration of the bid.

f. There will be no routes bid with temporary work. Work that is scheduled and goes beyond 30 calendar days will be put up for bid.

g. Extra Work will be posted for bidding in conjunction with the regular routes.

h. Three (3) weeks after each bid, any routes that increase by one-half hour or more will be re-bid.

i. Drivers shall have the right to bid for buses to be driven on their routes. Bus categories (such as 90 passenger, 20 passenger, wheel chair bus, etc.) may be assigned to routes based on fuel efficiency, maximum capacity and student needs either individually or in groups. Fuel efficiency will be determined by diesel, gas or CNG use. Maximum capacity is

determined by student count. Student needs are based on individual assessment.

j. Instructions for bidding, route packets and spreadsheets will be available and posted for review at least three (3) working days prior to bid date.

k. Employees who bid on flex routes do not have an assigned route and will be assigned routes as needed. In the case when no assigned routes or field trip(s) are available, the employee will be assigned a ride along or other work as directed by the Director of Transportation and/or a designee.

l. Available Routes outside the School Term +5, 187 work days Calendar will be bid by order of seniority from the transportation employees' sign-up list.

m. Summer Bid: Employees under contract, within seniority, will bid first. Employees not under contract, within seniority, will bid second. There will be four (4) bids as follows:

- i. End of school term to start of extended school year/summer school
- ii. First half of extended school
- iii. Second half of extended school year
- iv. Out of District work to the start of school year

n. Working spreadsheets for summer bids will be posted for review at least three (3) working days prior to bid date and are subject to change prior to bid date.

o. Order of bidding shall be conducted in order of seniority.

## 2. Distribution of Work Load

a. Guarantee of Hours – All routes during the School Term + 5 Calendar will be structured to provide a four (4) hour guarantee of work or pay to 60% of Drivers and 100% of Bus Attendants and a five (5) hour guarantee for 40% of Drivers.

b. All routes for school bus drivers are guaranteed a minimum of four (4) hours during any and all days worked outside the 187 day School Term + 5 calendar. (See Article 15: Calendar Definitions in Master Contract)

c. School bus attendants are guaranteed a minimum of four (4) hours on nonwork days and holidays during the School Term + 5 Calendar and a three (3) hour guarantee during the summer.

d. **Forty-five (45) Minute Rule:** When a driver is at the transportation yard and has more than 45 minutes between driving assignments, the driver must clock out. If there are 45 minutes or less between driving assignments, the driver may remain on the clock and must be available for work unless by staying on the clock, that driver would go into overtime. This rule does not apply between non-driving assignments except for mandatory department meetings.

e. Extra work on workdays per the School Term + 5 Calendar, on a daily basis, will be assigned by dispatch from the daily interest list. Employees wanting to be considered for work this day must sign up by 7:00 a.m. Work will then be distributed by seniority. This work will be offered to drivers and attendants first. Anyone else in the job family may bid after drivers and attendants have had the opportunity to bid.

f. In consideration of section 2 Distribution of workload number "a" and "b" above, the language in article 6 (Hours of Employment) section M (Lunch & Break Schedules), specifically 15 minute paid breaks will not apply to drivers and bus attendants.

### 3. Field Trips

a. Field trips will be assigned first to bus drivers who bid the routes for field trips. Field trips are their primary duty and these drivers will be assigned available field trips Monday through Friday before other drivers or charters. Due to the needs of the department dispatch may assign a combination route and field trip on any given day. If no field trips are available, these drivers will be scheduled for other assignments.

b. Field Trips will be offered by seniority on a rotation basis. Each year, on the first workday of the School Term + 5 Calendar, all school bus drivers will be allowed to place their name on the field trip interest list based on the school bus driver's hire date in Transportation. When a field trip is available, the employee at the top of the list will be offered the field trip first. That employee may accept or reject the field trip. Once the offer has been made, that employee's name goes to the bottom of the list.

c. Employees who want to drive field trips must sign up at the beginning of the school year. The sign up list will be established by seniority. Employees wishing to add their name to the field trip list after the first of the year will be placed onto the rotation list. The employee being added will be placed at the bottom of the list as if the employee just completed the most recent field trip.

d. **Cancellations:** Drivers who have weekend and holiday field trips cancelled after 5:00 pm the day before the trip will be paid three hours for each day at the employee's regular rate, even though service was not performed.

#### 4. Contracting Out

- a. All field trips are assigned to CSEA employees and will not be contracted out unless the following situations occur:
- b. The 16-hour rule applies (Department of Transportation regulation)
- c. Special equipment needs as agreed between CSEA and the District.
- d. Non-availability of bus drivers.

#### 5. Payroll

- a. Each month employees will be paid according to their bid hours.
- b. Employees will be in paid status for ALL assigned hours. Employees who work less than their assigned hours will be required to fill out the appropriate leave form up to their assigned time.
- c. Extra hours, hours above assigned hours, will be paid the following month (no change from current practice).
- d. Vacation and sick leave calculation/accrual will be adjusted each month by adding the extra hours minus overtime and dividing by the number of work days in the month and adjusting longevity and or work year (school term or greater) and added to employees accrual.
- e. Holidays will be paid by using the employees "Assigned Hours" for the day(s) in which the Holiday occurs. Holiday pay will be adjusted each month by adding the extra hours minus overtime and dividing by the number of workdays in the month.

ARTICLE 11: WAGES

A. The term of the contract shall be from July 1, 2021 through June 30, 2024.

~~B. For the 2021-2022 school year, there will be a one (1) time off schedule payment of \$3000 paid to each classified unit member who are employed as of the Board approval of the agreement including those that have retired during this fiscal school year.~~

The July 1, 2024 salary schedule, Appendix C, will be increased as follows retroactive to July 1, 2023.

1. Appendix C will be increased by ~~twelve percent (12%)~~ nine and a half percent (9.5%).

2. If a different represented bargaining unit receives an on schedule or off schedule wage increase or stipend in salary for the ~~2021-2022~~ 2023-2024 school year that exceeds the ratified bargaining agreement with CSEA, CSEA will receive the same increase or stipend.

C. For the 2022-2023 school year, there shall be reopeners for wages with appendix C and benefits, hours of employment, and one other article for each party.

D. For the 2023-2024 school year there shall be reopeners for wages with appendix C and benefits and one other article for each party unless an agreement has been reached for the 2023-24 school year.

E. Employees shall be compensated for work performed at school activities on the Extra-Curricular Schedule in Appendix D and consistent with applicable PERS and other payroll requirements.

F. Should a District team become eligible for CIF playoff held during working hours, the Classified coach will be given release time to accompany the team.

**G. Classified School Employee Summer Assistance Program:**

**1. The District and the Association hereby agree to participate in the Classified School Employee Summer Assistance Program ("CSESAP") established by the California Department of Education ("CDE") pursuant to Education Code section 45500 during such time as the State provides funding for the CSESAP.**

**2. The District and Association will provide notice of the CSESAP to all classified bargaining unit members each year with eligibility and timelines of the CSESAP, including an explanation of the terms and conditions of the CSESAP, and assist in fully understanding the terms and conditions of the CSESAP.**



3. In the event that the State matching funds which are provided from the State to the District under the CSESAP are not provided on a dollar-for-dollar basis, the District shall not be liable for funding any of the State's unmatched portion of this program. The District and the Association specifically agree that the CSESAP is solely funded by the State and that the District shall be held harmless by the Association if the CDE fails to fulfill its obligations to meet deadlines or fund the program.

4. In any year that the State fails or refuses to appropriate funds the District shall have no obligation to continue the CSESAP.

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APPENDIX "C"  
SALARY PLACEMENT – LONGEVITY BENEFITS

A. SALARY PLACEMENT

1. New employees shall normally begin at step 01.
2. Employees shall have as their anniversary date for advancement to the next step, the beginning of the next month after completion of twelve (12) months service; i.e., the anniversary date of a contract dated November 15 shall be December 1.
3. A ~~2.5%~~ **Employees shall receive a five percent (5%) differential** pay shall ~~be allowed for all classifications when more than 50 percent (50%) of their regularly assigned duty hours fall between the hours of 3:00 p.m. and 6:00 a.m.~~
4. ~~Employees who have more than two (2) unassigned/unpaid hours per day between their normal starting and ending work times, exclusive of not more than the standard daily lunch period for that classification, shall receive a five percent (5%) per hour split shift differential for all regularly assigned hours worked during that day within their normal starting and ending work times.~~
- 5.4. A 7.5% salary increase shall be allowed when an employee maintains and uses their Licensed Vocational Nurse (LVN) Certification and/or a Registered Nurse (RN) Certification in a classification which does not require LVN or RN certification as a requirement of their classification.
5. A bilingual stipend will be available to staff who utilize their bilingual skills as a regular part of their assignment and according to the amount of time their

bilingual skills are utilized. To qualify for a bilingual stipend, the following criteria must be met:

- a. The unit member's administrator must submit a written request, with supporting documentation demonstrating the ongoing need for bilingual services at the work site, to the Associate Superintendent of Human Resources.
- b. The Associate Superintendent of Human Resources shall review the request and may approve the request if the need has been validated.
- c. Upon approval of the request, the employee shall be tested to verify possession of qualifying bilingual skills. Testing/certification of bilingual skills will be administered by the Director of Classified Personnel.
- d. Upon successful testing/certification of the bilingual skills assessment test and final approval of the Associate Superintendent of Human Resources, the employee shall receive the bilingual stipend.
  1. Bilingual stipends will terminate at the end of each fiscal year.
  2. Bilingual stipend renewal shall be reviewed on a yearly basis in order to determine site and District needs.
  3. The Bilingual stipend may be terminated, with a 2-week notice, upon the request of the unit member, administrator, or Associate Superintendent of Human Resources.
- e. The bilingual services provided by the bargaining unit member shall be limited to simple oral and/or written translations. Employees **receiving this stipend** are not responsible for providing translation services for formal discipline meetings, IEP meetings or other legal proceedings or legal documents.
- f. Bilingual stipends will be allocated ~~according to the amount of time and/days that the bilingual skills are utilized~~ **as follows: \$200 per month for the # of months employed.**
  1. ~~Daily utilization of bilingual skills = \$130 per month for the # of months employed.~~
  2. ~~Partial utilization of bilingual skills (2-3 days per week) = \$75 per month for the # of months employed.~~
  3. ~~The bilingual stipend language as reflected in section 5 will expire on June 30, 2024 unless otherwise negotiated.~~

## B. LONGEVITY BENEFITS

1. An increment of 3.5% salary for a twelve (12) month, eight (8) hours per day, full-time employee at the end of 10, 15, 20, 25, and 30 years respectively shall be added to the employee's annual salary. The longevity increment for those employees employed less than twelve (12) months or less than eight (8) hours per day, will be prorated in accordance with the number of months and/or hours of regular employment. In no case will a full-time employee, employed prior to 07/01/89 receive less than \$425.00 per longevity increment.

## ARTICLE 12: FRINGE BENEFITS

For purposes of this article, full-time employee shall mean any employee who has a regular work assignment of at least twenty (20) hours per week. A part-time employee shall mean any employee who has a regular work assignment of less than twenty (20) hours per week. ~~Exception: Instructional Assistants. Refer to Section D.~~

Effective for the 2024-2025 school year, Instructional Assistants will have the same access to fringe benefits as all other classified unit members, including the Flexible Spending Account described herein. Specifically, a special one-time open enrollment period due to this qualifying event for Instructional Assistants will occur in August 2024. Benefit processing due to this qualifying event will commence with the September 2024 payroll cycle for coverage effective October 1, 2024. Starting with the health benefit plan year that begins on January 1, 2025, Instructional Assistants will participate in open enrollment in fall 2024 with all other classified employees with continued access to the Flexible Spending Account.

A. FLEXIBLE SPENDING ACCOUNT: Throughout this contract, employees shall receive a Flexible Spending Account in the amount of:

- Full-time employees shall receive ~~\$13,634.30~~ **\$15,504.30** (effective 01/01/220 **01/01/2024**) per year with escalators as stated herein.
- Part-time employees are ineligible to receive a Flexible Spending Account; however, they may purchase health and welfare insurance at District rates.
- Part-time employees (hired prior to December 3, 1999) shall receive a Flexible Spending Account in the amount of ~~\$6,482.50~~ **\$7,417.50** (effective 01/01/22 **01/01/2024**) per year with escalators as stated herein.

1. Escalator Clause: The District will provide an escalator as follows:

The greater of the actual dollar premium increase for the employee only of the District approved HMO's will be added to all full-time employees' Flexible Spending Accounts. Part-time employees will receive one-half this amount applied to their Flexible Spending Accounts. When an HMO provider is broken into multiple networks (e.g. United Healthcare Network 1, Network 2, etc.), the network that has the highest participation will be used for reviewing the escalator clause.

Example:

HMO #1 increases \$100

HMO #2 increases \$300

All full-time employees would receive a \$300 increase in the Flexible Account. All part-time employees (hired prior to December 3, 1999) would receive a \$150 increase in the Flexible Spending Account.

2. "Grandfather" Clause: The District will provide the Flexible Spending Account as described in Article 12A to part time employees hired prior to December 3, 1999.

Part-time employees (hired prior to December 3, 1999) shall receive a Flexible Spending Account in the amount of ~~\$6,482.50~~ **\$7,417.50** (effective 01/01/22 **01/01/2024**) per year with escalators as stated herein.

3. The District will continue to maintain the four plus (4+) hour status of existing positions, excluding categorical and separately funded positions. The District and CSEA will meet and confer regarding any exceptions.

4. Where additional jobs can be made available to employees in combination positions such as "bus driver/custodial" – "instructional assistant/bus driver" without the complication of additional costs associated with health benefits, and provided the requirements of the positions allow for the position to be filled by a single qualified current employee without disrupting district work, the District agrees to consider such combinations in accordance with past practice. (No requirement to continue the position when the employee vacates the combined position).

5. Funds not utilized for the purchase of health and welfare coverage may be taken as taxable cash.

6. The District shall provide an IRS 125 plan which includes premium coverage, unreimbursed medical, and child-care options as a current practice subject to all IRS codes and requirements.

7. Effective January 2014: The office visit co-pay for each medical plan will be outlined in the Benefits Summary provided by VEBA.

**8. For Instructional Assistant classifications, the District will not maintain combination assignments unless necessary due to attrition. (Example: 3.9/3.0 FTE job assignments.) If a single job requires four (4) or more hours, the position will be filled with one employee. The District and CSEA will meet and confer regarding any exceptions.**

#### B. HEALTH AND DENTAL PROGRAMS:

1. All full-time employees must participate in a District approved health plan which shall be at least for the "employee only" coverage, ~~except as outlined in "D" below~~. These plans shall be paid out of the Flexible Spending Account.

2. A "District Approved Plan" is a plan approved by the Classified Insurance Committee and the District.

3. A Classified Insurance Committee composed of four (4) unit members appointed by CSEA Chapter President and two members appointed by the Associate Superintendent of Human Resources shall mutually determine which health and dental plans shall be included as District approved plans yearly.

4. All full-time employees shall have the option of purchasing any available dependent coverage for health and/or dental.

5. All part-time employees shall have the option of purchasing any/all of the available plans for employee only and/or employee dependents.

#### C. DENTAL INSURANCE

The District shall pay for dental insurance for all full-time employees. Employees shall have the option to choose one of the following:

a. Fee for Service – The District shall provide an insurance option, which provides for employee-only coverage at the dentist of your choice.

b. Dental Maintenance Organization – A Dental Maintenance Organization (D.M.O.) shall be available as an option to the regular fee for service carrier. Full dependent coverage shall be offered through the D.M.O. carrier. The District shall contribute an amount up to the cost of the employee-only fee for service premium toward the cost of employee and dependent premiums under the D.M.O.

#### D. BENEFITS FOR INSTRUCTIONAL ASSISTANTS

- ~~1. Beginning March 1, 2014 the District shall provide a medical insurance option for Instructional Assistants that have their assigned time increased between 4.0 and 7.0 hours/day.~~
- ~~2. The District shall contribute the full cost of the employee-only purchase price for Kaiser, Cigna, or United Healthcare, Network 1, less \$300.00 per year.~~
- ~~3. Instructional Assistants may opt to waive the above medical insurance. The waiver will not be available in the event that it negatively impacts the insurance rates for the unit, or if District insurance providers withdraw permission for the option. Employees must notify Human Resources in writing of their intent to waive the medical insurance.~~
- ~~4. Beginning no later than January 1, 2016 the District will not maintain combination assignments unless lack of attrition does not allow. (Example: 3.0/3.0 FTE job assignments.) If a single instructional assistant job requires four (4) or more hours, the position will be filled with one employee. The District and CSEA will meet and confer regarding any exceptions.~~
- ~~5. Current benefited Instructional Assistants hired prior to March 1, 2014 will maintain their full-time employee rights/benefits/flex as stated throughout this Article and will not be covered by the provisions of this section.~~

#### ED. INCOME PROTECTION

1. For the duration of this contract, the District will continue to provide an income protection insurance plan for employees who work one-half time or more. The District may change carriers at its discretion as long as coverage is the same.

#### FE. TAX SHELTERED PROGRAMS

1. Employees may participate in any tax sheltered program of their choice that is consistent with the District payroll and provider requirements. The Board will provide payroll deduction for this purpose upon authorization by the unit member.

#### GF. LIFE INSURANCE

1. The District shall provide and pay for a \$50,000 term life insurance policy for all full-time employees.

#### HG. BENEFITS FOR RETIREES

1. A person who retires from the District and who has been an employee of the District for ten (10) years, and is age 50 or older, and remains in the insurance carrier's service area, shall receive the same major medical coverage provided by the District. Retirees who move to an area outside the service area of the District's carriers shall receive in

cash what the District would have paid on such retiree's behalf if the retiree had remained in the service area. The District will pay for employee coverage at the cost not to exceed the rate of the current group employee only rate at the year of retirement.

a. The retiree shall receive medical benefits for a period of ten (10) years or until age 65, whichever comes first. The District and CSEA agree to meet in the case that the age of Medicare changes, in order to address this section.

2. Short-term unpaid leaves of absence, one to ten (1 to 10) consecutive days, will not affect the ten (10) years of service.