

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
PACKAGE PROPOSAL #5
TO
CSEA
April 4, 2024**

The District makes this Package Proposal (“Package Proposal”) to CSEA that include the following Articles:

- Article 6, Hours of Employment
- Article 11, Wages
- Article 12, Fringe Benefits

The Parties agree that it is in the Parties' best interest to reach a comprehensive tentative agreement on all articles currently open and subject to negotiations. This Package Proposal is offered in response to all Articles of the collective bargaining agreement currently under discussion in negotiations. ***This Package Proposal must be accepted or rejected in whole.***

ARTICLE 6: HOURS OF EMPLOYMENT

...

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.

N. TRANSPORTATION SECTION:

1. Bidding

- a. Bus Drivers and Bus Attendants will bid ~~three (3)~~ **two (2)** times per school year as follows:
 - b. In August with an effective date of start of school
 - c. In ~~October~~ **December** with an effective date of ~~November 1st~~ **the first school/working day of the second semester (typically in early January following winter break).**
 - d. ~~In February with an effective date of March 1st.~~
- d. Bid work hours of employment are guaranteed for the duration of the bid.
- e. 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.
- f. Extra Work will be posted for bidding in conjunction with the regular routes.
- g. Three (3) weeks after each bid, any routes that increase by one-half hour or more will be re-bid.
- h. 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.

- i. Instructions for bidding, route packets and spreadsheets will be available and posted for review at least three (3) working days prior to bid date.
- j. 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.
- k. 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.
- l. 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 year
 - iii. Second half of extended school year
 - iv. Out of District work to the start of school year
- m. 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.
- n. Order of bidding shall be conducted in order of seniority.

2. Distribution of Work Load

The changes implemented in this section (Article 6(N)(2)), shall commence at the time of the next available bid immediately following full approval of this Agreement.

- a. Guarantee of Hours – All routes during the School Term + 5 Calendar will be structured to provide a ~~four (4)~~ **seven (7)** hour guarantee of work or pay to ~~60%~~ **100%** of Drivers and **a four (4) hour guarantee of work or pay to 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 **worked during any and all days worked on** nonwork days and holidays during the School Term + 5 Calendar and a ~~three (3)~~ **four (4)** 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, **as follows:**
 - 1. **For drivers, a 15 minute paid break may be taken provided there are no pupils on their respective bus at the time a break is taken, and it does not impact their ability to timely start and complete their assigned route(s).**
 - 2. **For bus attendants, a 15 minute paid break may be taken only if a bus attendant works four (4) or more hours consecutively and provided there are no pupils on their respective bus at the time a break is taken, and it does not impact their ability to timely start and complete their assigned route(s).**

...

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.~~

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

- ~~CB.~~ For the 2022-2023 **2023-2024** school year, there will be a 5% **4.5%** increase to the classified salary schedule, effective July 1, 2022 **2023**. **This 4.5% increase will be implemented as soon as practicable following CSEA ratification and Board approval. For the 2024-2025 school year, there will be a 1% increase to the classified salary schedule, effective July 1, 2024. The Parties mutually agree that Article 11 and Appendix "C" is otherwise closed for bargaining for the 2024-2025 school year.**
- ~~DC.~~ 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.
- ~~ED.~~ 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.
- ~~FE.~~ 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.

...

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% 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. 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) **Annually**, 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.~~

LONGEVITY BENEFITS

1. An increment of 3% 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.

The Parties mutually agree and understand the revisions to Article 12 as a result of the 2023-2024 negotiations and agreement between the Parties satisfies the Parties' obligations of Paragraph 4 of the Parties' Settlement Agreement in PERB Case No. LA-CE-6808-E.

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.

...

~~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: 3.9/3.0 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

...

FE. TAX SHELTERED PROGRAMS

...

GF. LIFE INSURANCE

...

HG. BENEFITS FOR RETIREES

...