

ARTICLE 12-PAY AND ALLOWANCES

Tentative Agreement

Successor Year 2020-2021

The California School Employees Association and its Grass Valley Elementary Chapter #863 ("CSEA")

And

Grass Valley Elementary School District ("District")

Salary increase contingency language 2020-2021:

The District and CSEA agree if any other employee of the District receives a salary increase for the 2020-2021 school year CSEA will receive the same salary increase for the 2020-2021 school year. The District and CSEA agree if any other employee of the District receives an off the salary schedule increase for 2020-2021 CSEA will receive the same off the salary increase for 2020-2021.

12.1 Pay for 12 month bargaining unit members shall be computed on the following basis:

12.1.1 Hours worked per day x hourly rate of pay x number of days per year worked (i.e. 260 days including holidays) divided by 12 months. In school years where the work year is 261 days, an unpaid non-work day shall be scheduled by the District to maintain the work year at a constant 260 days.

12.2 Pay for less than 12-month employees shall be computed on the following basis:

12.2.1 Hours worked per day x hourly rate of pay x number of days per year worked (plus holidays and winter and spring recess vacation days) divided by the number of months the bargaining unit member works (i.e. 10, 11 or 12 months) (EC 45165)

12.3 All regular paychecks of employees in the bargaining unit shall be issued monthly on the District's last regular working day of the month.

12.4 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee payroll or in the reporting of any classified employee's salary which results in an underpayment to the bargaining unit member, the District shall, within 5 workdays following such determination, provide the employee with a statement of the correction and a supplemental

payment drawn against any available funds. (EC 45167)

- 12.5 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee's salary that results in an overpayment, before any attempt at recouping any overpayment, the District shall meet with the affected employee and his/her representative. provide any and all relevant information to the employee that supports the Districts opinion that an overpayment has occurred.

(State CSEA v State Personnel Board)

- 12.6 If the employee agrees that an overpayment has occurred, the District and the Employee shall agree to a repayment plan, which shall be a written agreement and signed by both parties. If the employee does not agree that an overpayment has been made, the District shall be required to follow the applicable State and Federal laws regarding wage garnishment. In no instance will the District unilaterally attempt to recoup an alleged overpayment without meeting with the affected employee. (State CSEA v State Personnel Board)

- 12.7 The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix A which is attached and incorporated as a part of this Agreement.

- 12.8 A bargaining unit member's regular rate of pay shall include any shift differential and/or longevity required to be paid under this Agreement.

- 12.9 When an increase is negotiated between the parties, the salary schedule shall be increased by such amount with the appropriate effective date. The parties agree to maintain a "squared salary schedule to the extent that any adjustments made to the salary schedule will be applied to all steps and ranges.

- 12.10 Prior to action by the Board of Trustees establishing a new classified bargaining unit job description and salary range placement, the District shall negotiate with CSEA. (Mandatory Subject of Bargaining)

STEP PLACEMENT AND MOVEMENT

12.11 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 maximum of Step 3 of the appropriate range. CSEA shall be notified of any newly hired bargaining unit member's placement on Step 2 or Step 3.

- 12.12 Step increases shall be paid on the beginning of the fiscal year (July 1) following the completion of a year in which the employee has worked 75% of the school year.
- 12.13 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 unless there are no available steps which would result in a five percent (5%) increase. In those cases, the bargaining unit member shall be placed on the highest available step of the new range.
- 12.14 In instances of a bargaining unit member being voluntarily demoted, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.
- 12.15 A bargaining unit member who resigns and is reemployed in the same classification within thirty-nine months one shall be placed at the same step on the salary schedule with all rights and privileges provided the bargaining unit member prior to 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.
(EC 45309 39 months)
- 12.16 The District's contribution to the California Public Employees Retirement System (PERS) due for each bargaining unit member belonging to PERS shall be calculated on the unit member's gross salary in accordance with the rate declared by PERS for the employer's contribution.
- 12.17 Lead Custodian Stipend. A Lead Custodian may be named at a school site with two F.T.E. custodians and shall be paid a stipend of \$150.00 additional per month.
- 12.17.1 A Maintenance Lead will be paid a stipend of \$300.00 additional per month.**

LONGEVITY

- 12.18 Longevity pay shall be granted to all eligible employees, regardless of classification, on the following basis:
- a. At 15 years of service: 1% or \$20 additional per month (whichever is more)

- b. At 20 years of service: 2% or \$35 additional per month (whichever is more)
- c. At 25 years of service: 3% or \$55 additional per month (whichever is more)
- d. At 30 years of service: 4% or \$90 additional per month (whichever is more)

12.19 Longevity increments earned shall be carried forward in the event the bargaining unit member is transferred, promoted or demoted to a new classification.

CERTIFICATES, LICENSES AND IMMUNIZATIONS

12.20 The District shall pay the cost of maintaining certificates, licenses and immunizations required by the bargaining unit member's current job description. A bargaining unit member who is required by his/her classification to attend trainings to maintain his/her certificates and/or licenses shall be paid for attending the training program at the appropriate rate of pay or released from duty with pay to attend the training program. Registration fees to attend the training shall be advanced.

MILEAGE

12.21 Bargaining unit member(s) whose work assignment requires travel, will be furnished either transportation or be reimbursed for all mileage incurred other than mileage to and from home and the primary work station. Reimbursement shall be at the current established Internal Revenue Service (IRS) rates.

12.22 Bargaining unit members that are assigned to more than one work location shall be paid mileage for travel between work locations shall be reimbursed at the current established Internal Revenue Service (IRS) rate.

MEALS

12.23 Bargaining unit members whose work assignment requires them to have meals away from the District shall be reimbursed in accordance with the applicable Internal Revenue Service (IRS) reimbursements for meals. Sales tax shall be added to the

maximum allowances listed. Gratuities shall be reimbursed up to 20% if the meal and gratuity do not exceed the limit for reimbursement.

LODGING

12.24 If a bargaining unit member's work assignment necessitates lodging away from home, the District shall pay lodging fees including applicable taxes. If the bargaining unit member incurs costs for supplemental necessities, these costs shall be paid by the bargaining unit member.

TOLLS AND PARKING FEES

12.25 Bargaining unit members whose work assignment requires payment of tolls and/or parking fees shall submit receipts to the accounting department to receive reimbursement. Bargaining unit members shall be reimbursed for these fees as soon as practicable.

OUT OF CLASSIFICATION PAY

12.26 Bargaining unit members may be required to perform duties inconsistent with those assigned to the position for more than five (5) working days in a fifteen (15) calendar period provided the duties reasonably relate to those fixed for the position. The bargaining unit employee's salary will be adjusted upward retroactive to the first day of assignment 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 the employee shall maintain his/her current step placement on the out of classification range.

California School Employees Association

By: 

Michael Merriman President, CSEA Chapter #863

Date: 6/16/20

Grass Valley Elementary School District

By: 

Eric Fredrickson, Superintendent

Date: 6/16/20

Collective Bargaining Agreement

Between

Grass Valley School District

And

The California School Employees Association and

Its Grass Valley Chapter #863

Effective June 30, 2020 through July 1, 2023


Signature Page

California School Employees Association

By: 
Michael Merriman President, CSEA Chapter #863

Date: 6/16/20

Grass Valley Elementary School District

By: 
Eric Fredrickson, Superintendent

Date: 6/16/20

ARTICLE 21 –LAYOFF

Tentative Agreement

Successor Year 2020-2021

The California School Employees Association and its Grass Valley Elementary Chapter #863 (“CSEA”)

And

Grass Valley Elementary School District (“District”)

- 21.1 A layoff shall be considered an involuntary separation from service because of a lack of work and/or lack of funds.
- 21.2 The District shall notify CSEA, in writing; along with information concerning the specific reasons the District believes there will be a necessity for layoff(s) and the specific positions that may be eliminated at least fifteen (15) days prior to any Board action.
- 21.3 The District shall also provide with the above notice:
- Seniority listing of all bargaining unit classifications;
 - Vacant positions of all bargaining unit classifications including hours per day and days per year;
 - A listing of all other layoffs other than CSEA bargaining unit positions shall be provided to the CSEA Chapter President within one (1) day of the board taking action on said layoffs.
- 21.4 After the Board has taken action on the layoff(s), CSEA and the District shall negotiate the effects prior to the effective date of the layoff.
- 21.5 The District shall notify the least senior bargaining unit member in each classification in writing a minimum of **sixty (60)** ~~forty-five (45)~~ calendar days prior to the effective date of the layoff.
- 21.6 A written notice of layoff shall be delivered by personal service or by certified mail to the least senior bargaining unit member. The notice shall contain:

- The reason for the layoff (lack of work and/or lack of funds)
- Reemployment rights, if any.
- Bumping rights, if any

21.7 Seniority shall be defined as hire date within the current job classification and equal or higher classifications. In the event that two (2) or more bargaining unit members have the same amount of seniority as defined above, the following tiebreaker shall be used:

21.7.1 Total District seniority including current classifications, equal classifications, higher classifications, lower classifications.

21.7.2 If the above is equal, the tie shall be broken by lot.

21.8 Bumping Rights -A bargaining unit member who is laid off from a classification and who has previous service in another classification and has greater seniority in that classification shall have the right to bump the bargaining unit member having the least seniority with a job profile that most closely approximates the bargaining unit members' current classification. (Job Profile as defined in this section shall mean assigned hours per day, days per year.)

21.9 A bargaining unit member displaced from his/her classification as a result of being bumped shall have the same bumping rights set forth above.

21.10 Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon discovery of the error and given all rights and privileges as if the bargaining unit member had not been laid off at all.

21.11 Any bargaining unit member who elects service retirement from the Public Employees Retirement System (PERS) shall be placed on a reemployment list for thirty-nine (39) months. The District shall notify PERS of the fact that the retirement was due to layoff. If the unit member is offered, and accepts in writing, an appropriate offer of reemployment, the District shall maintain the vacancy until PERS has properly processed the bargaining unit member's request for reinstatement from retirement.

21.12 005937.00002/864586 Reemployment Rights - The names of bargaining unit members

involuntarily laid off shall be placed on reemployment lists in the reverse order of layoff for thirty-nine (39) months. Such bargaining unit members shall be reemployed in preference to all applicants. All bargaining unit members on reemployment lists shall be notified of all vacancies during the period of thirty-nine (39) months.

21.12.1 Such laid off employees shall be reemployed in any vacancy for which they meet the minimum qualifications.

21.12.2 Reemployment shall be by seniority on the reemployment list.

21.13 Upon return to work, all time during which a bargaining unit member was in (involuntary) unpaid status shall be counted for the purpose of seniority and longevity. Any sick time that the employee had accrued prior to layoff shall be reinstated.

21.14 Bargaining unit members who take voluntary reductions or demotions as a result of exercising his/her bumping rights shall be returned to a position in their former classification or to positions with increased assigned time as vacancies become available and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.


21.15 Reduction in Hours Per Day or Days Per Year - The District and CSEA shall bargain over all decisions regarding reductions in hours per day or days per year in assignments whether vacant or filled.

California School Employees Association

By: 
Michael Merriman President, CSEA Chapter #863

Date: 6/12/20

Grass Valley Elementary School District

By: 
Eric Fredrickson, Superintendent

Date: 6/12/20

ARTICLE 23- DURATION AND COMPLETION OF
NEGOTIATIONS

Tentative Agreement

Successor Year 2020-2021

The California School Employees Association and its Grass Valley Elementary Chapter
#863 ("CSEA")

And

Grass Valley Elementary School District ("District")

- 23.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties.
- 23.2 This Agreement when signed by the parties supersedes all other Agreements and supplements and represents the sole Agreement between the parties.
- 23.3 During the term of this Agreement, CSEA and the District shall not be required to meet and negotiate with respect to any subject or matter covered by this Agreement.
- 23.4 The term of this Agreement shall be from July 1, 2020 through June 30, 2023.
- 23.5 This Agreement is effective July 1, 2020 and shall remain in effect up to and including June 30, 2023. Salary, Health and Welfare Benefits plus two (2) additional articles of each party's choosing shall be reopened for each year.

California School Employees Association

By: 
Michael Merriman President, CSEA Chapter #863

Date: 6/12/20

Grass Valley Elementary School District

By: 
Eric Fredrickson, Superintendent

Date: 6/12/20