Tentative Agreement Point Arena Schools

And

CSEA and its South Coast 343 (High School)

The Point Arena School ("District") and CSEA and its South Coast Ch. 343 ("CSEA") collectively known as the "parties" met on April 11, 2024, and agreed to the following:

- 1. Change Article 7 to increase the Health and Welfare Cap Benefits Cap by \$300.00 from \$16,710.00 to \$17,010.00 effective July 1, 2024. (see attached)
- 2. A 5% increase to the CSEA salary schedule beginning July 1, 2024. (see attached)
- 3. Changes to Article 5 Pay and Allowance.
 - a. Bus Loyalty Stipend (see attached)
 - b. Compensation for certificated coverage (see attached)
- 4. Remove Article 8.5 from Article 8 Holidays, and add to Article 15, Safety. (see attached)

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5. Made changes to the Library Media Tech. position. (see attached)

Date Signed:	4/11/24	

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CSEA

4-11-2024 PAS District Financial Proposal to CSEA

- 1. Increase the Health and Welfare Benefits Cap by \$300.00 from 16,710.00 to 17,010.00 Effective July 1, 2024.
- 2. 5% Increase to CSEA salary schedules beginning July 1, 2024.

Date Signed 4/11/24

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Board Agenda Packet - May 8, 2024

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POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT ARENA UNION ELEMENTARY SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2024-2025 (5% DRAFT)

	\mathbf{A}	В	С	D	E	F
	Food Service Cook !	Food Service Cook []	Maintenance	Bus Driver	Admin Assistant []	Mechanic/Bus Driver
	Custodian	Campus Security	Admin Assistant I			
	Biling Com/Sc Liaision	Instruction Specialist	<u>Paraeducator</u>			
	Library Media Tech	Construction	Special Education II		1	
	Health Tech. Asst.	N.A. Comm/Sch. Liais	Special Ed. II (Transition)			
	Paraeducator:	Paraeducator_				
	Regular Ed	Special Education I				
		ELD				
Step			Ra	nge		
1	18.00	18.36	18.44	19.35	20.32	22.26
2	18.09	18.45	18.99	19.94	20.93	22.92
3	18.18	18.54	19.55	20.54	21.56	23.63
4	18.28	19.18	20.15	21.15	22.20	24.31
5	18.83	19.75	20.75	21.78	22.87	25.06
6	19.39	20.36	21.38	22.44	23.56	25.81
7	19.97	20.97	22.02	23.12	24.26	26.58
8	20.57	21.59	22.68	23.80	24.99	27.37
9	21.19	22.24	23.35	24.52	25.74	28.20
10	21.83	22.90	24.06	25.26	26.51	29.04
11	22.48	23.59	24.78	26.00	27.31	29.93
12	23.16	24.30	25.52	26.80	28.13	30.81
13	23.85	25.02	26.27	27.59	28.97	31.72
14	24.56	25.78	27.06	28.42	29.84	32.69
15	25.31	26.55	27.88	29.27	30.73	33.67
16	26.05	27.35	28.72	30.16	31.66	34.68
17	26.84	28.18	29.58	31.05	32.61	35.72
18	27.65	29.02	30.46	31.99	33.58	36.79
19	28.48	29.90	31.38	32.96	34.59	37.89
20	29.33	30.79	32.31	33.94	35.63	39.03
21	30.22	31.70	33.30	34.97	36.70	40.19
22	31.12	32.67	34.30	36.02	37.80	41.42
23	32.05	33.65	35.32	37.10	38.93	42.65
24	33.01	34.66	36.38	38.21	40.10	43.93

Board Approved: XX/XX/XXXX

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⁻ Note: Not Compliant with NCLB.

⁻ Professional Growth: \$75 increment per unit of study, 4 units per year. 60 Units Maximum.

⁻ The time base for each of the above salary values is hourly.

Tentative Agreement Article 5 Pay and Allowance

5.1 REGULAR RATE OF PAY:

The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached thereto and by reference incorporated as a part of this Agreement.

5.2 FREQUENCY-ONCE MONTHLY:

All employees shall be paid once per month for regular hours payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding District workday.

5.3 PAYROLL ERRORS:

Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued, as quickly as can be arranged through the processing agency

5.4 LOST CHECKS:

Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing (if mailed), shall be replaced as quickly as can be arranged through the processing agency.

5.5 MILEAGE:

The Board has established standard distances for frequently traveled work-related routes. Employee reimbursement to those destinations will be according to the Board established distances, at the current IRS mileage rate. Exceptions must be approved by the Superintendent or designee.

5.6 MEALS:

An employee who, as a result of his/her work assignment, must have meals away from the District shall be reimbursed for the cost of the meals at the established District rate.

5.7 LODGING:

An employee who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of such lodging at the established District rate. Where possible, the District shall provide advance funds in the form of a purchase order.

5.8 COMPENSATION DURING REQUIRED TRAINING PERIOD:

An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

- 5.8.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 5.8.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours or occurs at any time other than the regularly assigned work

week, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs.

- 5.8.3 All costs incurred under a mandated training program for employee transportation, registration fees, physicals, drug testing, and supplies shall be paid by the district.
- 5.8.4 After 100 hours or six (6) months in paid status bus drivers will receive a \$350 stipend to cover pre-employment driver training costs if incurred.

5.9 SUBSTITUTE EMPLOYEES:

Substitutes hired to fill a bargaining unit vacancy or to work in the absence of a classified unit member shall be paid at step one (1) of the range of the classification in which the substitute is working.

- 5.10 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASS: Should an employee be required to perform duties not a part of his/her class the following provisions shall apply:
 - 5.10.1 An out of class assignment shall not exceed sixty (60) working days in any twelvemonth period.
 - 5.10.1.1 If assigned to duties normally performed by employees in a higher class, the employee shall receive the regular rate of pay for that higher class at the step on which he/she is assigned in his/her regular class.
 - 5.10.1.2 When classified employees are directed by the Superintendent/designee to temporarily assume supervisory duties due to the absence of management, they shall receive a stipend for this period equal to an increase of 15% in their hourly wage, or Step 1 on the Supervisory salary schedule, whichever is greater.
 - 5.10.2 An employee assigned duties not a part of his/her class shall have his/her salary adjusted upward for the entire period he/she is required to work out of class.
 - 5.10.3 Any classified support staff who are pulled from regular duties to cover those of certificated staff for more than twenty-nine (29) minutes will be compensated at their regular rate of pay plus \$15.00 per hour. Any time will be submitted on a time sheet and paid out the following month with supplemental pay. It will be the employees' responsibility to record and turn these timesheets into their supervisor. All work must be pre-approved by their supervisor or designee.

5.10.3.1 CSEA and the District realize that this will be done on an emergency basis, and it will be at the discretion of the District as to whom is pulled to cover.

5.11 STEP ADVANCEMENT:

An employee, whether newly hired or promoted shall be advanced to the next higher salary step on that July 1 following completion of six (6) calendar months of service and shall be advanced one additional step each July 1 thereafter until the top step in the range is attained.

5.12 INITIAL PLACEMENT:

New employees shall normally be placed at the first step of the appropriate salary range. The District shall have the option of placing a new employee not higher than step five (5) in recognition of exceptional skills and/or experience.

5.13 PLACEMENT UPON TRANSFER:

The effect of transfers upon salary step placement shall be as follows:

- 5.13.1 An employee receiving a transfer under the provisions of this Agreement to a class with a higher pay range shall be moved to the appropriate range, and the step that is one step above current wage.
- 5.13.2 An employee receiving a transfer under the provisions of this Agreement to a class with the same or a lower pay range shall be placed at the same salary step enjoyed prior to the transfer.

5.14 CONTRACTING OUT:

The parties recognize the need of the District to get work done. To that extent the District may contract out for services provided that such a contract does not necessitate or result in a reduction of hours or a layoff of a unit member position.

5.15 RETIREE SUBSTITUTES

- 5.15.1 Retirees who elect to serve as substitutes will be paid by the District at the rate of the step and column that they were paid at the time they retired rather than the prescribed substitute rate, if the retiree meets the following requirements:
 - 1. They have retired in good standing with the District;
 - 2. They have served the District for five or more years; and
 - 3. They are substituting in a class in which they have previously served the District.
- 5.15.2 Nothing in this article will infer an obligation on the part of the District to give priority to Retirees for substitute positions. If differential pay is implicated in the substitute employment, the District will attempt to give preference to non-retiree substitutes.
- 5.15.3 This article may be suspended by the District or CSEA Chapter 343 for the next school year provided the Party notifies the other Party by June 30th of the year prior to the year in which they intend to suspend the agreement.

5.16 PROFESSIONAL GROWTH

- 5.16.1 Statement of Intent: The classified professional growth program is designed to provide an incentive for classified employees to expand their knowledge and acquire skills that will allow them to be more productive in their current position. Professional Growth does not include trainings or acquisition of skills at levels which were required at the time of employment.
 - 5.16.2 Eligibility: All probationary and permanent classified employees within the district shall be eligible to participate in the professional growth program.

5.16.3 Procedure:

5.16.3.1 Before professional growth increments can be awarded, the employee must complete appropriate forms and submit them to the Superintendent or designee for approval. The Superintendent preauthorizes, dates and signs the forms.

5.16.4 Professional Growth Increments:

5.16.4.1 The employee submits verification of units/hours as evidence as evidence completed professional growth increments to the district office by no later than October 15. The professional growth increments shall be applied to the employee's base salary retro actively starting in July, shall be cumulative and will continue as long as the employee is actively employed in the district.

5.16.4.2

- 1. Each approved Professional Growth unit would equal an annual payment of \$75
- 2. Up to four (4) units can be applied for each year. Additional units may be applied for in successive years.
- 3. Maximum life time Professional Growth units would be 60 units, which are limited to: applicable specialized trainings or workshops (15 hrs. = 1 unit), or applicable upper division college courses or not to exceed 12 units of applicable lower division CSU/UC transferable coursework.
- 4. Grandfather/cap present employees who have exceeded the Maximum Lifetime Professional Growth units.
- 5.16.4.3 Steps earned in excess of the one applied in any given year may be carried over and applied in future years up to the career maximum stated above.

5.17 Loyalty stipend for bus/van drivers in the transportation department.

- a. After the completion of five (5) years of continuous service with Point Arena School District bus/van drivers in the classified unit will receive a loyalty bonus of \$2500.00 paid out in June at the completion of their fifth year.
- b. After the completion of ten (10) years of continuous service with Point Arena School District bus/van drivers in the classified unit will receive a loyalty bonus of \$3000.00 paid out in June at the completion of their fifth year.

- c. After the completion of fifteen (15) years of continuous service with Point Arena School District bus/van drivers in the classified unit will receive a loyalty bonus of \$3500.00 paid out in June at the completion of their fifth year.
- d. After the completion of twenty (20) years of continuous service with Point Arena School District bus/van drivers in the classified unit will receive a loyalty bonus of \$4000.00 paid out in June at the completion of their fifth year.
- e. After the completion of twenty-five (25) years of continuous service with Point

 Arena School District bus/van drivers in the classified unit will receive a lovalty
 bonus of \$5000.00 paid out in June at the completion of their fifth year.

5.17 LESS THAN TWELVE MONTH EMPLOYEE PAID DAYS IN LIEU OF VACATION –

1-5 Years	10 days' pay
10 Years	13.30 days' pay
11-15 Years	16.70 days' pay
16 or More Years	20.8 days' pay

Date Signed: 4/1/24

District

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Tentative Agreement Article 7 insurance Coverage

7.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE:

7.1.1 For eligible insured who are employees as of July 1, 2013, an increase in the medical benefits cap to \$14,120 (an increase of \$500 over current cap), prorated for employees who are less than .85 FTE, per Staywell language. This cap constitutes the total District-paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond \$14,120 are the responsibility of the employee. The \$500 increase in District paid medical benefits eliminates the side fund account that used to pay a portion of the deductibles but increases the District contribution toward the premiums by \$500. Employees are responsible to pay all deductibles.

Effective July 1, 2019, increase the annual District contribution toward health/welfare benefits for eligible unit members by \$475.00 to \$15,800.

Effective July 1, 2020, the District's annual contribution to health/welfare benefits for eligible unit members by \$205.00 to \$16,005.00 per year.

Effective July 1, 2021, increase the District annual contribution to health/welfare benefits cap by \$235 to \$16,240.00 for eligible unit members.

Effective July 1, 2022, increase the District annual contribution to health/welfare benefits for eligible unit members by \$235.00 making new cap \$16,475.00 per year.

Effective July 1, 2023, increase the District annual contribution to health/welfare benefits for eligible unit members by \$235.00 making new cap \$16,710.00 per year.

Effective July 1, 2024, increase the District annual contribution to health/welfare benefits for eligible unit members by \$300.00 making new cap \$17010.00 per year.

- 7.1.2 The District's total annual obligation for health and welfare benefits shall be limited to the current negotiated agreement.
- 7.1.3 An employee on any Board approved leave without pay, shall have the option to continue to receive employee benefit coverage for the period of the leave upon a month to-month reimbursement by the employee to the District at the group rate. The District will make no contribution towards employee health/vision or dental insurance programs for an employee on Board approved leave of absence without pay.
- 7.1.4 For the duration of this Agreement, should an employee's employment terminate, he/she shall be entitled to continue the coverage under the available health/vision and dental plans for a period of three months at his/her own expense.

anniversary date of retirement. Option 2 is available only to employees who retire by the last day of the quarter following the quarter in which the employee turns sixty (60) years old. In the event the retiree receiving this benefit dies prior to receiving the full amount of the benefit he/she has chosen, retiree benefits as described in this article are not transferrable to employee's heirs, spouse or domestic partner as defined by the District.

Date Signed: 4/1/2024

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Tentative Agreement Article 8 Holidays

8.1 SCHEDULED HOLIDAYS:

The District agrees to provide all employees with the following paid holidays subject to the eligibility requirements as outlined in 8.4.

- 8.1.1 New Year's Day 1st day of January
- 8.1.2 Martin Luther King's Day 3rd Monday in January
- 8.1.3 Lincoln's Day 2nd Monday in February
- 8.1.4 President's Day 3rd Monday in February
- 8.1.5 Memorial Day Last Monday in May
- 8.1.6 Juneteenth
- 8.1.7 Independence Day July 4th
- 8.1.8 Labor Day 1st Monday in September
- 8.1.9 Veterans Day November 11th
- 8.1.10 Thanksgiving Day (Thursday proclaimed by the President)
- 8.1.11 Day after Thanksgiving (Admission Day Alternative)
- 8.1.12 Christmas Day -25th day of December

8.2 HOLIDAY FALLING ON TUESDAY, WEDNESDAY OR THURSDAY:

In addition, when Christmas and New Year's Day fall on Tuesdays, Wednesdays or Thursdays the preceding Monday, Tuesday or succeeding Friday shall be a paid holiday for twelve (12) month employees.

8.3 HOLIDAYS ON SATURDAY OR SUNDAY:

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.

8.4 HOLIDAY ELIGIBILITY:

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

8.5-HAZARDOUS ROAD CONDITIONS:

Two (2) storm days will be built into the calendar. If unused, they will be returned according to the board adopted calendar. In the event that storm conditions warrant more than two school closure days, the following procedure will be implemented.

8.5.1 An employee who is unable to reach his/her work site, or who must leave early in order to get home due to extremely hazardous and/or impassable road conditions, shall not lose leave and/or compensation.

PAHS

Tentative Agreement ARTICLE 15 SAFETY

15.1 DISTRICT COMPLIANCE:

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

15.2 NO DISCRIMINATION:

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 15.1.

15.3 DRUG AND ALCOHOL TESTING:

- 15.3.1 Every employee of the District is expected to render service without being impaired or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse to prevent impaired individuals from rendering services to the District.
- 15.3.2 It shall be the policy of the District to comply with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outline the Federal Omnibus Employee Testing Act of 1991.
- 15.3.3 The District will comply by contracting for oversight with a professional drug and alcohol testing management company, or by joining a consortium of local school districts to provide such oversight. All employees of the District who are required to hold a commercial driver license shall be subject to testing. Testing will be for alcohol and controlled substances at the following times and covers any safety sensitive function during any time in which the driver is actually performing, ready to perform, or immediately available to perform any safety sensitive function.

15.3.3.1 TYPES OF TESTING:

- a. Pre-employment screening.
- b. Post-accident-where accident is defined to be: a school bus accident, or any accident where there is injury, or there is \$500 or more of damages as a result.
- c. Random testing-to be 25% of the total number of employees for alcohol testing and 50% of the employees for drug testing, to be randomly selected by the company providing oversight on an annual basis.
- d. Reasonable suspicion testing- a properly trained supervisor may require an employee to submit to an alcohol or drug test for controlled substances when, in their determination, there exists reasonable suspicion that the employee may be impaired when the employee is on duty or reporting for duty. This prerogative shall not be exercised by the supervisor arbitrarily or capriciously.

medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determine that it is a legitimate medical use of the prohibited drug, the drug test result is reported as negative to the District. In all cases the MRO will maintain confidentiality and will report only those test results that are confirmed positive by scientific analysis using gas chromatography/mass spectrometry, and reviewed with the employee for medical explanation, directly to the District's Superintendent.

15.3.3.7 CONSEQUENCES: Any employee refusing to submit to an alcohol or drug test shall be immediately removed from service and shall be considered insubordinate and will be subject to discipline under Article 19 of the Collective Bargaining Agreement. Refusal to submit means that a driver 1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for the breath testing, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing or 3) engages in conduct that clearly obstructs the testing process. Any bus driver who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, on a return to duty or follow-up test, or in a postaccident test where there has been injury or death involved, shall automatically be subject to dismissal under Article 19 of this Agreement. In these circumstances the employee shall immediately, following the Skelly meeting on the notice of charges, be suspended without pay or benefits, pending the employee's appeal request. In all other circumstances outlined in the types of testing "b" through "d" above, the employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, will be subject to discipline under Article 19 of the Collective Bargaining Agreement. The employee may be subject to a suspension, without pay or benefits, of up to thirty (30) calendar days during which the employee shall be required to enroll in, and complete at his/her own expense, a substance abuse rehabilitation program. After the employee has successfully completed the rehabilitation program, as verified by his/her substance abuse counselor, the employee shall undergo a return-to-duty test for alcohol or drugs, as indicated, and shall be subject to unannounced follow-up alcohol and/or drug tests.

15.4 HAZARDOUS ROAD CONDITIONS:

Two (2) storm days will be built into the calendar. If unused, they will be returned according to the board adopted calendar. In the event that storm conditions warrant more than two school closure days, the following procedure will be implemented.

15.4.1 An employee who is unable to reach his/her work site, or who must leave early in order to get home due to extremely hazardous and/or impassable road conditions, shall not lose leave and/or compensation.

POINT ARENA SCHOOLS

CLASS TITLE: LIBRARY MEDIA TECHNICIAN

BASIC FUNCTION:

Under the direction of a Principal, provide library services relating to the acquisition, circulation, distribution and recovery of library books, instructional materials and audio-visual equipment and materials; assist students and teachers in the selection and location of library materials; supervise and encourage student participation in various school library activities.

REPRESENTATIVE DUTIES:

Assist students and teachers in locating and selecting age-appropriate materials; assist students in researching materials for classroom use; assist students and teachers in locating and selecting materials; monitor and maintain acceptable student behavior.

Coordinate class visits reading activities demonstrate appropriate library skills for various grade levels; prepare materials for class lessons; maintain class visit schedules; coordinate a variety of library related programs.

Provide library services relating to the acquisition, circulation, distribution and recovery of library books, tapes, instructional materials and audio-visual equipment and materials; process and shelve returned materials.

Oversee use of computers within the library and assist students in using technology for research and classroom work; train students and staff on new hardware and software.

Check books, library laptops, chargers, and materials in and out at the circulation desk.

Research, select and order new library books, various grade level and subject curriculum, college dual enrollment curriculum, and materials; communicate with teaching staff, academic counselor and vendors, obtain prices and purchase materials according to an established budget as assigned; process new library materials according to established guidelines; make recommendations regarding the overall development of the library media center collection as requested.

Oversee students while using the study hall.

Operate a computer terminal to type, process and maintain the library software catalog eard system for effective tracking of books and other library materials; update catalog as needed.

Maintain records of overdue materials; prepare notices for students, parents and teachers; maintain related files.

Maintain the library in a neat and orderly condition.

Perform minor repairs to damaged books and library materials.

Perform inventory on library materials as required; weed obsolete books from the collection as

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by college-level course work in library science, liberal arts or related field and two years library experience, working with children in an organized setting.

LICENSES AND OTHER REQUIREMENTS:

Valid First Aid and CPR Certificate issued by an authorized agency must be obtained within six months of employment.

Preference may be given to individuals having or willing to be trained for a valid California School Bus Driver's license.

Some positions in this classification may be required to speak in a designated second language.

Comply with all applicable Federal and State mandates, Board Policies and Legal requirements of the District.

WORKING CONDITIONS:

ENVIRONMENT:

School library environment.

Constant interruptions.

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard and other library equipment.

Reaching overhead, above the shoulders and horizontally.

Bending at the waist, kneeling or crouching to shelve materials.

Pushing and pulling carts.

Lifting moderately heavy objects.

Climbing ladders or stools to shelve materials.

Date Signed 4/11/24

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