TENTATIVE AGREEMENT

BETWEEN THE

HOLTVILLE UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS HOLTVILLE CHAPTER 338

TO FULLY SETTLE REOPENER NEGOTIATIONS
FOR THE 2017-18 SCHOOL YEAR,
TO RESOLVE NEGOTIATIONS FOR THE 2018-19 SCHOOL
YEAR,
AND TO ESTABLISH A NEW THREE YEAR AGREEMENT
May 31, 2018

The Holtville Unified School District (District) and the California School Employees Association and its Holtville Chapter 338 (Association) agree to the tentative agreement set forth below to fully settle reopener negotiations for the 2017-18 school year, to settle negotiations for the 2018-19 school year, and to establish a new three year agreement to remain in effect from July 1, 2018 until June 30, 2021.

ARTICLE 1 DURATION OF AGREEMENT

- 1.3 This Agreement is entered into effective upon final ratification of a collective bargaining agreement between the Board of Trustees of the Holtville Unified School District, Holtville, California (the Governing Board) and California School Employees Association and its Holtville Chapter Number 338 (Association). Such Agreement shall remain in full force and effect from July 1, 2018 until June 30, 2021. This Article shall reopen automatically in each year of the Agreement.
- 1.2 There shall be no reopener negotiations during the 2018-19 school year. During the 2019-20 and 2020-21 school years, only the following Articles may be reopened: Article 14 (WAGES), ARTICLE 1(DURATION), ARTICLE 15 (HEALTH AND WELFARE BENEFITS), and two additional or new articles of each party's choice.
- 1.3 (No change)

ARTICLE 4 ASSOCIATION RIGHTS

Add the following:

4.2 New Employee Orientations

The District shall provide the CSEA with access to scheduled orientation meetings for new employees to finalize new hire paperwork and shall provide the CSEA President with at least 10 days' advance notice of such orientation meetings, except that shorter notice may be provided when there is an urgent need critical to the District's operations that was not reasonably foreseeable.

Orientation meetings for new employees shall normally be scheduled by the District to take place at a pre-established time as needed, except that such orientation meetings may occur more frequently or at other times/days when there is an urgent need critical to the District's operations that was not reasonably foreseeable. The District shall inform the CSEA President of the pre-established time and day that such weekly new employee

orientations shall normally take place, and shall also inform the CSEA President when there is an urgent need to schedule such orientations at a different time/day.

The CSEA shall be granted thirty (30) minutes of uninterrupted time at the end of scheduled orientation meetings to communicate with new employees hired to fill bargaining unit positions. The CSEA may provide the District with a video of up a maximum of 30-minutes in length for the District to show to each new employee at the end of scheduled orientation meetings. Non-bargaining unit District employees or managers/supervisors shall not be present during this thirty (30) minute time period. New employees may elect not to attend the presentation by the CSEA.

4.3 Employee Contact Information

The District shall provide the CSEA with the following information in electronic editable secure format for all newly hired employees within 30 days of the date of hire, and shall provide the CSEA with this same information for all employees in the bargaining unit three times annually, usually on the last working day of September, January and May each year:

- 1. Name
- 2. Job Title/Classification
- 3. Hire date
- 4. Employee identification number
- 5. CalPERS status ("yes" or "no")
- 6. Department
- 7. Work location/site
- 8. Work telephone number
- 9. Home address
- 10. Home phone number on file with the District
- 11. Personal mobile telephone number on file with the District
- 12. Personal email address on file with the District

The District will not disclose the personal contact information (items 9 through 12 above) of any employee who has elected in writing not to have their personal contact information shared with the CSEA.

ARTICLE 14 WAGES

14.1 There shall be a one-time, this year only, five percent (5.00%) off-schedule bonus payment calculated based on the 2017-18 salary schedule, paid to unit members who are in employed status on July 10, 2018.

There shall be a five percent (5.00%) on-schedule salary increase applied to the 2017-18 salary schedule effective July 1, 2018 (see Appendix B-1).

Add the following article:

14.5 For so long as the District has access to the Escape Financial System, and that system possesses a mechanism to provide an eleventh and/or a twelfth month of deferred salary pay, unit members will be provided the option to defer a portion of each month's salary to the July 31st payroll and/or the August 30th payroll that immediately follows the end of any given school year. To be eligible for this option, unit members must notify the District payroll department on or before July 15th of the preceding school year, utilizing the District's 12-Month Pay Form.

ARTICLE 11 <u>VACATION</u>

Amend as follows:

11.3 <u>Vacation Entitlement - Part-Time Employees:</u>

Part-time employees shall accrue vacation credit prorated at the rates specified above based on the number of days worked in a school year, including paid holidays, and the number of hours worked per day. For the purposes of this article, vacation credit for eligible part-time employees shall be prorated based upon a full-time equivalent of 260 days worked per year at eight hours per day.

ARTICLE 19 PROFESSIONAL GROWTH PROGRAM

Amend as follows (changes are highlighted in yellow):

19.1 Professional Growth

19.1.1 Professional Growth is the continuous, purposeful engagement in formal study and related activities designed to simultaneously benefit both the District and the unit member. Professional Growth results through experiences that provide increased knowledge, understanding, and skills directly related to the unit member's regular position, and benefits the District in fields related to the activity in which employed.

19.2 Eligibility

- 19.2.1 All permanent unit members are eligible to enter the professional growth program.
- 19.2.2 Credit may be granted only for courses completed after July 1, 1990. The District may grant credit for coursework at the time of hire, provided that the courses are

directly attributable to the unit member's job classification. Should the unit member subsequently change their job classification to a position unrelated to the coursework submitted, any additional increment shall terminate.

19.3 Criteria

- 19.3.1 The increment shall be earned upon successful completion of an approved sequence of course work leading to achievement of goals of benefit to the District which is equivalent to 15 semester units as indicated below.
- 19.3.2 Units may be earned at accredited colleges, universities, trade schools, adult education institutions or educational conferences.
- 19.3.3 Education conferences shall be credited at the rate of one-quarter (1/4) unit per eight (8) hours. Verification of attendance shall be required.
- 19.3.4 To receive course credit, a letter grade of "C" or better or a "Pass" grade must have been achieved.
- 19.3.5 The District shall not incur any liability or costs of registration, books, mileage or subsistence. Any conference, coursework, or certification paid for by the District shall not earn educational credits that can be applied to this article.

19.4 Unit and Increment Provisions

- 19.4.1 First Increment -- 15 units.
- 19.4.2 Second Increment -- 15 units beyond the first increment.
- 19.4.3 Third Increment -- 15 units beyond the second increment.
- 19.4.4 Fourth Increment -- 15 units beyond the third increment.
- 19.4.5 Fifth and Final Increment Bachelor's Degree.
- 19.4.6 Work taken and verifying transcripts (original with college seal) must be submitted to the District Office. Any approved applicable increment will be applied to the unit member's compensation in the pay period following receipt of verified transcripts.

19.5 Procedure

19.5.1 An intent to participate in the Professional Growth Program must be filed with the District Office.

19.5.2 Requests for approval of specific course work should be submitted to the District Office prior to the beginning of the course in order to insure credit. Credit may be granted after a course is completed without this prior approval at the discretion of the Superintendent or his/her designee administering this program.

19.6 <u>Compensation</u>

- 19.6.1 At the completion of each fifteen (15) unit increment, there shall be \$50.00 per month added to the unit member's regular salary on the first of the month following the date official documents are received in the District Office.
- 19.6.2 For those unit members beginning an approved professional development program after date of hire, a minimum of one year shall be required between the approval of increments.
- 19.7 The District will have the sole right to determine whether any course work meets the requirements of section 19.1.1.

This Agreement resolves 2017-2018 reopener negotiations, also settles negotiations for the 2018-2019 school year, and establishes a new three year agreement expiring on June 30, 2021. The new Agreement shall include the same provisions as the current collective bargaining agreement between the parties and shall be updated to reflect current dates.

Date: 5/31/18

Earth CSEA

Date: 5.31.18