

Article 4: Salary

Year 1 (2021-2022) 3% ongoing as of July 1, 2021 and 3% ongoing as of January 1, 2022 with \$2000 stipend off schedule (prorated for FTE).

Year 2 (2022-2023) 3% ongoing as of July 1, 2022 and 2% ongoing as of January 1, 2023 with \$1000 stipend off schedule (prorated for FTE).

Year 3 (2023-2024): Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option.

Longevity:

10th year - ~~\$85~~ **\$89.25 per month**

15th year - ~~\$183~~ **\$192.15 per month**

20th year - ~~\$285~~ **\$299.25 per month**

25th year - ~~\$399~~ **\$418.95 per month**

Article 7 – Holidays

7.1 (Status Quo)

7.1.1 Legal Holidays

New Year’s Day..... January 1

Martin Luther King Day.....Third Monday in January

Lincoln Day.....Second Monday in February

Washington Day..... Third Monday in February

Memorial Day.....Last Monday in May

Juneteenth.....June 19

Independence Day.....July 4

Labor Day.....First Monday in September

Tentative Agreement between CSEA and its Cotati-Rohnert Park Chapter 645 and Cotati-Rohnert Park Unified School District

Admission Day.....September 9 or as assigned
Veterans' Day.....November 11
Thanksgiving Day.....Fourth Thursday in November
Christmas Day.....December 25

7.1.2 through 7.1.4 Status Quo

8 Vacation

8.1 (Status Quo)

8.2 (Status Quo)

8.2.1 (Status Quo)

8.2.2 Each employee who has completed five (5) years of service and through ~~twelve-~~
~~(12)~~ **nine (9)** years of service shall receive vacation leave at the rate of seventeen (17)
working days per year.

8.2.3 Beginning with the ~~thirteenth (13)~~ **tenth (10)** year of service, an employee is
entitled to receive vacation leave at the rate of twenty (20) working days per year.

8.3 through 8.10 Status Quo

9 Leaves

9.1 through 9.8 Status Quo

~~9.9 When a child is born to a unit member's wife, he may be allowed time off with no loss in pay to a total of one day's absence. Such time off may be taken during the birth and/or at the time of discharge from the hospital.~~

9.9 When a unit member's child is born, placed for adoption or foster care, the unit member may be allowed time off with no loss in pay to a total of one (1) days' absence. Such time off may be taken during the birth, adoption, or placement of a child and/or at the time of discharge from the hospital.

9.10 through 9.14 Status Quo

10 Classified Employee Organizations

10.1 Rights and Privileges of the CSEA

10.1.1 The following services are provided for the CSEA:

10.1.1.1 Use of school mail and bulletin board for Association communications.

10.1.1.2 Reasonable access to employees at their place of assignment when such access will not interfere with assigned duties of employees.

10.1.1.3 The Association shall have the right, subject to the approval of the site principal, to make reasonable use of school equipment, buildings, and facilities at reasonable times and/or in a reasonable manner, provided such use does not interfere with nor interrupt class or other normal school operations.

10.1.1.4 The Association shall have the right to place items on the agenda of each regular board meeting.

10.1.1.5 Association representatives shall have a total of ten (10) days of release time per year without loss of compensation to utilize for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon advance notification to their immediate supervisor by the Association president. Such time shall be taken in full or half day increments. The District shall pay for required substitutes.

10.1.1.6 CSEA representatives have the right to attend scheduled monthly executive board meetings and official CSEA business meetings.

10.1.1.7 CSEA members have the right to attend scheduled official CSEA chapter business meetings.

10.2 Organizational Security – **Membership and** Dues Deduction

~~10.2.1 The District shall deduct in accordance with the current CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement and who have submitted dues authorization forms to the District.~~

~~10.2.2 The District shall deduct the dues in accordance with the current CSEA dues and service fee schedule from the wages of all employees who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.~~

~~10.2.3 The District shall immediately notify the CSEA local chapter president if any member revokes a dues authorization.~~

10.2.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend, indemnify, and hold harmless the District for any claims arising from its compliance with this clause. This agreement shall satisfy the parties' duty to bargain effects of Janus decision.

10.2.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

10.2.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

10.3 Organizational Security — Service Fee

~~10.3.1 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.~~

~~10.3.2 New employees who come into the bargaining unit shall, as a condition of employment and within thirty (30) days of the date of their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA or in the alternative. The District shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the current CSEA service fee schedule.~~

~~10.3.3 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA, in accordance with CSEA constitution and bylaws.~~

~~10.3.4 In the event than an employee revokes a dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.~~

10.3 Dues Deduction

10.3.1 Upon certification to the district by CSEA in writing, the District will deduct the appropriate amount for payment of union dues or other Union-sponsored program from union-member employees' pay as established and as may be changed from time to time by CSEA, and remit such amounts to CSEA.

10.3.2 CSEA shall certify in writing to the District that it has and will maintain individual employees' signed authorizations for such deductions. CSEA shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

10.3.3 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

10.3.4 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

10.3.5 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

10.3.6 There shall be no charge by the employer to CSEA for deductions.

~~10.4 Organizational Security—Religious Objection~~

~~Any employee covered by this agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs, will be required in lieu of service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list:~~

~~10.4.1 Robert E. Daggett Scholarship~~

~~10.4.2 March of Dimes~~

~~10.4.3 American Cancer Society~~

~~10.5 Organization Security—Deduction and Payment of Charitable Contributions~~

~~Evidence that such an employee belongs to a religious body described herein shall, within thirty (30) days of the date of this agreement, or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee, payable to one of the three organizations listed above, or in the alternative, such employee shall provide proof to CSEA that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests CSEA to use the grievance procedure or arbitration procedure on the employee's behalf, CSEA is authorized to charge the employee for the reasonable cost of using such procedure.~~

10.4 Membership Information

10.4.1. The parties shall take all reasonable steps to safeguard the privacy of bargaining unit members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

10.4.2. In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall not provide unit members' personal information to non-governmental third-party requesters beyond that which is required by law.

10.4.3 The District shall provide CSEA notice of any third-party request for demographic and/or personal information of bargaining unit employees in advance of providing any such information. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

~~10.6 Organizational Security—Hold Harmless Clause~~

~~CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from the organizational security provisions contained herein.~~

~~10.7 Fee deduction shall become effective July 1, 1988.~~

~~10.8 Employees of the bargaining unit shall have the right to terminate their CSEA membership or payment of fees to CSEA, as defined in this article, within the period of thirty (30) days following the expiration of this agreement except that this paragraph shall not be construed to negate the implementation of Section 3546(b).~~

10.5 AB 119 Procedures

10.5.1 Employee Information

a) Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to a CSEA the following information on any new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure format and shall include the following items, with each field in its own column:

- i. **First Name;**
- ii. **Middle initial;**
- iii. **Last name;**
- iv. **Suffix (e.g. Jr., III);**
- v. **Job Title;**
- vi. **Department;**
- vii. **Primary worksite name;**
- viii. **Work telephone number;**
- ix. **Work Extension**
- x. **Home Street address (including apartment #)**
- xi. **City**
- xii. **State**
- xiii. **ZIP Code (5 or 9 digits)**
- xiv. **Home telephone number (10 digits);**
- xv. **Personal cellular telephone number (10 digits);**
- xvi. **Personal email address of the employee;**
- xvii. **Birth date;**
- xviii. **Employee ID;**
- xix. **Hire date.**

CSEA recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this

Article 10, or to allow others to use the information, for commercial gain, nor in any manner that would violate those rights.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure method, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information submitted shall be all the information described in Section 10.5.1(a).

10.5.2 New Employee Orientation

a) Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b) Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonable foreseeable.

i. CSEA shall have a minimum of fifteen (15) minutes and a maximum of one-half hour (1/2) hour of paid release time for one (1) CSEA representatives to conduct the orientation session after the regularly scheduled classified weekly meetings, typically held every Thursday. The District will notify the CSEA Chapter President of any new employees hired and whether, if known, they will be in attendance. If an employee is unable to attend the weekly meeting, or no weekly meeting is held, CSEA and the District may mutually schedule an orientation for the employee during their workday.

ii. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

iii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

iv. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

10.5.3 Grievance and Arbitration Procedure

Any alleged violation, misinterpretation, or misapplication of the terms of these procedures shall be resolved through the grievance provisions of the Collective Bargaining Agreement, except that for the purposes of this Agreement, the "Grievant" shall only be CSEA and its Chapter #645. No single employee or group of employees may grieve these procedures, unless they are authorized representatives of CSEA and its Chapter #645 and grieving on behalf of the union.

10.6 Organizational Security – Hold Harmless Clause

10.6.1 CSEA shall defend, indemnify, and hold harmless the District harmless from any and all claims, demands, suits or any other action arising from its compliance with Article 10 and any portion hereof, made by any employee(s) for actions or refraining to act by the District in reliance on the provisions of this Article, including without limitation providing personal employee information to the employee organization; deductions for dues or other sums made in reliance on information provided by the employee organization regarding membership; dues amounts, or any other information on which the District relied, including information to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

10.6.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

15 Classified Discipline Process

15.1 Probationary Period

15.1.1 Classified employees shall serve a period of probation which shall be ~~twelve (12)~~ **six (6)** months in duration.

15.1.2 (Status Quo)

15.2 through 5.11 Status Quo

Article 22 – Duration

This agreement shall be effective for the period of ~~July 1, 2018~~ **July 1, 2021** through ~~June 30, 2024~~ **June 30, 2024**. This is a closed contract through ~~June 30, 2024~~ **June 30, 2024** with no reopeners for either party except:

~~Each party may reopen salary and one other article in the second and third years of the term of this agreement.~~

Each party may reopen one article of their choice in the third year of the term of this agreement.

For the District:


Date:

For CSEA:

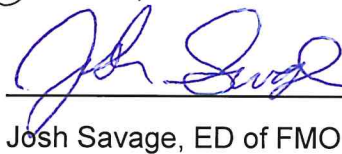
Date:


Jennifer Hansen, Director of HR

5/16/22

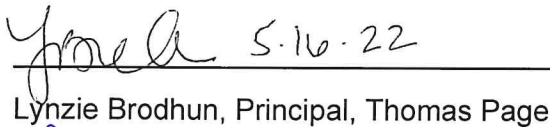

John Geck, CSEA Chapter President

5/16/22


Josh Savage, ED of FMO

5/16/22

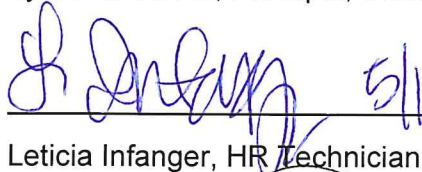

Dawn Madruga-Griffiths, Negotiator


Lynzie Brodhun, Principal, Thomas Page

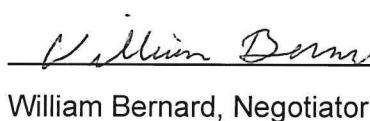
5.16.22


Anna Fargo, Negotiator

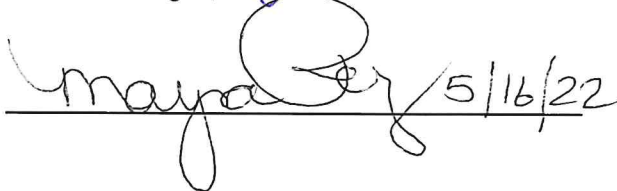
5/16/22


Leticia Infanger, HR Technician

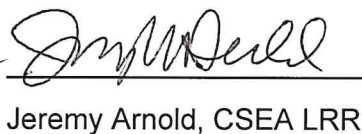
5/16/22


William Bernard, Negotiator

5/16/22


Maya

5/16/22


Jeremy Arnold, CSEA LRR

5/16/22