

**ADDENDUM to the AGENDA FOR THE
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

**Special Meeting of the Board of Education
Community Room
Board of Education Building
777 North F Street
San Bernardino, California**

May 13, 2014

- 3.5 Public Disclosure of Memorandum of Understanding (Article VI - Wages) between the San Bernardino City Unified School District and California School Employees Association
(Prepared by Human Resources)

On March 21, 2014, the District and the California School Employees Association (CSEA) agreed to the following Memorandum of Understanding (MOU) regarding Wages. In addition, the required forms have been filed with the County Superintendent of Schools for review. During this review, the County Superintendent of Schools will determine the impact of the tentative amendments(s) to the collective bargaining agreement(s) on the District's budget, ending balance, and general fund reserves. The summary of the proposed Memorandum of Understanding with the California School Employees Association, setting forth the financial impact of Memorandum of Understanding, is included in the Board agenda for the Board's review and to make them available to the interested public.

On April 18, 2014, CSEA ratified the proposed Memorandum of Understanding to the collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

March 21, 2014

This Memorandum of Understanding is made and entered into this *21st day of March, 2014*, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter District) and the California School Employees Association (hereinafter Association).

It is AGREED that the following changes will be made to the collective bargaining agreement between the District and CSEA:

ARTICLE VI - WAGES

Effective January 1, 2014, the salary schedule dated July 1, 2007 will be increased 4% (Appendices A & B).

Should the District's ending balance for the 2013-2014 school year be more than \$10,000,000 above the statutory required reserve amount, the District will provide a one-time off salary schedule payment equivalent to two percent (2%) of base salary for all unit members. To be paid no later than September 15, 2014.

Section 1--Regular Rate of Pay.

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendices "A" and "B" and, by this reference, incorporated as a part of this Agreement. Regular rate of pay shall also include longevity increments as set forth in Section 2.

Section 2--Longevity Increments.

The District shall pay longevity increments effective as of the unit member's regular increment date as follows:

- A. Unit members who have completed ten (10) years of service shall receive a one-half ($1/2$) range (approximately 2%) increase over base salary, effective upon the unit member's eleventh (11th) anniversary.
- B. Unit members who have completed fifteen (15) years of service shall receive a one-half ($1/2$) range (approximately 2%) increase over base salary, effective upon the unit member's sixteenth (16th) anniversary.
- C. Unit members who have completed twenty (20) years of service shall receive a one-half ($1/2$) range (approximately 2%) increase over base salary, effective upon the unit member's twenty-first (21st) anniversary.
- D. Unit members who have completed twenty five (25) years of service shall receive a one-half ($1/2$) range (approximately 2%) increase over base salary, effective upon the unit member's twenty-sixth (26th) anniversary.
- E. Unit members who have completed thirty (30) years of service shall receive a one-half ($1/2$) range (approximately 2%) increase over base salary, effective upon the unit member's thirty-first (31st) anniversary.

Section 3--Application of Salary Schedule.

Initial placement and movement on the salary schedule shall be as provided below:

- A. Initial appointment for unit members shall be at the first (1st) step of the salary range for the class. In unusual circumstances, initial appointment may be at a higher step with the approval of the Superintendent or his designee. Such unusual circumstances shall be based upon difficulty of recruitment or the need to appoint an individual with education, training, or experience, which exceeds the minimum requirements for the job.
- B. Step advancement from the first step to the second step of the salary range shall be made upon the completion of the probationary period.
- C. All other advancements on the salary range shall be made on an annual basis on either a January 1 or July 1 increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on April, May, June, July, August, or September shall have a July 1st increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on October, November, December, January, February, or March shall have a January 1st increment date.
- D. Unit members who have been promoted to a higher class shall be advanced to the next succeeding step on the salary schedule upon the completion of a probationary period. Succeeding step advancements shall be as set forth in "C" above.
- E. A part-time employee, when appointed full-time in the same class, shall be granted full credit for each year of service in determining annual credit.
- F. Unit members who have been promoted shall be placed on a step in the appropriate salary range for the class, which shall assure a minimum of a one (1) range increase (approximately 4%).
- G. Time on any leaves without pay shall not be counted for purposes of step advancement.
- H. Unit members who accept a voluntary demotion shall be placed on the step in the appropriate salary range for the class, which most nearly equals the salary received prior to the demotion, except that such salary placement shall not exceed salary received prior to the demotion.
- I. For the purpose of this Section, all salary step changes within range made on or before the fifteenth (15th) day of the month shall be considered as effective on the first (1st) day of that month. Salary step changes within range made on or after the sixteenth (16th) day of the month shall be considered as effective on the first (1st) day of the following month.
- J. Unit members reclassified to a class with a lower maximum salary shall remain at their current salary ('Y' rate). The current salary shall be retained until a salary step on the new range for the new class equals or exceeds the current salary.

- K. When the salary relationship for a class is adjusted to a lower range, the affected unit members shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step for the class equals or exceeds the current salary.
- L. Unit members reclassified to a class with a higher maximum salary shall be placed on the same step in the salary range for the new class.

Section 4--Denial of Step Increases.

The District reserves the right to withhold from an employee for just cause, step, and/or raise increases as set forth in Sections 2 and 3(C) of this Article. The unit member's evaluator may recommend denial of step and/or raise increases at any time.

Any recommended denial of step, and/or raise increases shall be made by the Human Resources Office and shall be supported by a written statement to the unit member of the specific reasons. If the recommended denial is approved by the Superintendent's designee, it shall be reviewed six (6) months after the denial. When the cause for the denial has been corrected and the step, and/or raise increase has been withheld, it shall be instituted the first (1st) pay period possible based on the payroll deadlines and following the correction of the deficiency. The pay shall be retroactive to the date first withheld. A grievance arising out of the application of this Section may be filed at level II.

Section 5--Bilingual Differential.

A full-time unit member who is responsible for conversing with people in a language other than English and performs this duty on a regular basis, and whose use of this language is of significant benefit to the operations of the District, shall receive a differential, effective July 1, 1998, the differential shall be fifty (\$50.00) per month. The differential is subject to the following conditions:

- A. This differential shall not be used in situations when only occasional use of Bilingual skills is required.
- B. To be eligible for Bilingual differential, a unit member must pass a language test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their designation as Bilingual.
- C. Bilingual differential shall not be paid to unit members whose job qualifications require Bilingual skills as a condition of employment.
- D. The Bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid.

- E. Unit members may petition to have their position reviewed by the District for payment of a bilingual differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of bilingual skills on a regular basis to benefit the District's operations.
- F. The Bilingual wage differential shall be prorated for regular part-time unit positions to be paid the Bilingual differential.

Section 6--Differential Pay.

- A. Unit members employed in the Food Services Series, who currently possess a Professional Certification for School Food Services Personnel issued by the American School Food Service Association, shall continue to be paid one (1) additional range on the salary schedule. The unit member must maintain the Certification in order to retain the one-range salary differential. Those unit members who fail to maintain the Certification are not eligible to reapply for the salary differential.
- B. A unit member employed in the classification of Instruction Assistant-Severe Impairment and who is responsible for lifting students and who performs this duty on a regular basis, shall receive a twenty-five dollar (\$25) per month differential. A unit member must pass a uniform strength/agility test and be designated for such assignment by the District. The District has the right to require periodic testing of the unit member for this differential to be retained.
- C. Unit members employed as plumbers shall be paid one-half (1/2) range upon receipt of a Backflow Prevention Device Tester Certification.

The payment shall commence the first pay period following the plumber's submission of the certification to the District. The plumber must maintain the certification in order to retain the one-half (1/2) range salary differential.

- D. Any bargaining unit member who has a regularly scheduled shift end time of 9 p.m. or later shall receive a shift differential of one percent (1%) for their entire shift.
- E. Unit members who, by virtue of their classification, are required to possess a valid California Department of Pesticide certification shall receive a one-half (1/2) additional salary range. The payment shall commence the first pay period following the submission of the certification to the District. The certificate must remain valid in order to retain the one-half (1/2) range salary differential.

Section 7--Shorthand Differential.

A full-time secretary or elementary school secretary who is responsible for taking shorthand dictation and transcription and performs this duty on a regular basis, and whose

use of shorthand is of significant benefit to the operations of the District, shall receive a one hundred dollar (\$100) per month differential subject to the following conditions:

- A. This differential shall not be used in situations when only occasional use of shorthand skills is required.
- B. To be eligible for shorthand differential, a unit member must pass a shorthand test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their shorthand differential.
- C. Shorthand differential shall not be paid to unit members whose job qualifications require shorthand skills as a condition of employment.
- D. The shorthand designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid.
- E. The shorthand wage differential shall be prorated for regular part-time unit members employed as a secretary or elementary school secretary.
- F. Unit members may petition to have their position reviewed by the District for payment of a shorthand differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of shorthand skills on a regular basis to benefit the District's operations.
- G. The District retains the sole right to determine the number and placement of positions to be paid the shorthand differential.

Section 8--Substitute Work by Unit Member.

Unit members with applications for substitute work on file in the Classified Human Resources Office may work in substitute employee positions during times when they are not required to work for the District in a bargaining unit position. The substitute assignment shall not result in hours worked that exceed eight (8) hours per day, forty (40) hours per workweek, and/or qualify for overtime compensation. When working in a substitute position, the unit member shall be paid the District-established rate of pay for that substitute position. If the unit member substitutes in the same classification in which he/she is regularly employed, the unit member shall be paid his/her regular rate of pay. Unit members shall be given preference over non-unit members for all substitute opportunities for which they meet the above qualifications.

Section 9--Technology Professional Growth Incentive.

Unit members employed in the Systems and Programming, Data Processing Operations, and Electronics job series set forth in Appendix "A" shall receive a one-range increment for receipt of an approved computer-related certification program. The payment shall commence the first pay period following the unit member's submission of an approved

certification to the District. The Technology Professional Growth Incentive is subject to the following conditions:

- A. Payment of the incentive shall expire three (3) years after receipt of the incentive.
- B. No more than one (1) Technology Professional Growth Incentive may be received by a unit member at any one time.
- C. The certificate, which must demonstrate improved technology skills, must be approved in advance by the District. A list of approved certificates will be maintained by the Classified Human Resources Department.
- D. The unit member is responsible for all costs. Unit members may be eligible for partial reimbursement through the Tuition Reimbursement Program set forth in Article XV, Section 9.
- E. Unit members must attend classes and perform class work on their own time.

Section 10 – Salary Committee

Three (3) representatives from both the District and CSEA will comprise the district's Salary Committee. The Salary Committee will meet as needed to make recommendations regarding the following:

- An agreed upon set of comparison districts
- Benchmarking information for overall compensation comparisons
- Strategies and recommendations designed to ensure that classified employees are compensated fairly and competitively at all classifications.

The Salary Committee will make recommendations to the respective bargaining teams.

Tentatively agreed upon this 21st day of March, 2014 at San Bernardino, California.

Conduct Public Hearing

It is recommended that the following resolution be adopted:

BE IT RESOLVED that the Board of Education accepts the Memorandum of Understanding between the California School Employees Association (CSEA) and the San Bernardino City Unified School District.

BE IT FURTHER RESOLVED that the Board of Education adopts the Memorandum of Understanding (Article VI – Wages) between the California School Employees Association (CSEA) and the San Bernardino City Unified School District.

Posted: May 9, 2014