

TENTATIVE AGREEMENT
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS AMERICAN RIVER CHAPTER #528
*Comprehensive & Transportation Units for 2022-23 School Year
August 31, 2022*

A. Background

The Folsom Cordova Unified School District (“District”) and the California School Employees Association and its American River Chapter #528 (together “CSEA”) are parties to a collective bargaining agreement (“CBA”) which expires on June 30, 2023. The District values and appreciates the contributions, dedication, and support provided by the comprehensive classified employees and the transportation staff. Over the last few years, the following agreements have been reached in an attempt to address the challenges faced by our classified employees such as the increased cost of living, the impact of vacant positions, and an increase in the minimum wage and the resulting compression of salaries on the salary schedule.

On June 2021, the parties reached an agreement for an increase to the salary schedule in 2020/2021 of three and one-half percent (3.5%) and an additional increase to the salary schedule in 2021/2022 of four percent (4.0%). Recognizing the number of vacancies in the Classified Bargaining Unit (CBA), the parties agreed to meet and negotiate compensation increases in addition to the total salary schedule increase of seven and one-half (7.5%) negotiated in 2020/2021 and 2021/2022.

In September of 2021, the parties reached an agreement for an increase to the salary schedule in 2021/2022 of five percent (5%) for ranges 1-29 and two and one-half percent (2.5%) for ranges 30-57 and an additional increase to the salary schedule in 2021/2022 for several identified positions (MOU #6). Recognizing the possibility of the need to address a projected COLA in excess of 2.5%, the parties agreed on the following condition: in the instance that FCEA bargains a total compensation increase in excess of 2.5%, the District agrees to reopen negotiations for Article 10 (Compensation) for the Comprehensive and Transportation Units. On 8/23/2022, FCUSD exceeded the 2.5% threshold with FCEA and reopened Article 10 (compensation) for negotiations.

In March of 2022, the parties reached an agreement for the District to make a one-time, payment/stipend for the 2021-2022 school year as follows. Those who are in 6-hours per day (.75 FTE) or more will receive a one-time amount of \$2,500. Those who are in positions that are less than 6-hours per day (.75 FTE) and at or above 4-hours per day (.50 FTE) will receive a one-time amount of \$1,875. Those who are in positions that are less than 4-hours per day (.50 FTE) will receive a one-time amount of \$1,250 (MOU #14).

The parties met and negotiated around the mutual desire to recognize the essential work of the classified employees in the District and to improve the District’s ability to attract and retain classified employees for the 2022-23 school year and beyond, and agreed to the following:

B. Salary and Benefits

1. Longevity

Effective July 1, 2023, remove Longevity from all Salary Schedules and replace steps A-E with steps 1-5. In addition, longevity steps shall be added to all salary schedules which will reflect 5% over the preceding steps as follows: 11-15, 16-20, 21-25, 26-30, 31-35, 36-40 and 41+.

- a. All language related to longevity including Section 10.6 shall be removed from the contract.
- b. For purposes of placement on the salary schedule in 2023-2024, all employees will be placed on the salary schedule step that aligns with the number of years from when they would receive at their next longevity increase. This calculation will be completed by the District and employees will have the opportunity to review.
- c. Currently, existing employees receive their longevity increase on the date of their original hire date; instead, all employees will have their new step date (no longer called longevity) moved forward to July 1. This will accelerate most existing employees to receive their step increase, which is equivalent to the longevity increase, sooner.
- d. Currently, existing employees receive their step increase (this is in relation to those that are on steps A-D currently) on either July 1 or January 1; instead, all existing employees will have their step date moved forward to July 1. This will accelerate some employees to receive their step increase sooner.
- e. Remove all language in contract that new employees receive a salary step increase after six months (completion of probation Section 9.4.1.).
- f. New employees hired on or after July 1 through December 31 of each year will receive a step increase effective July 1 of the calendar year following the date they were hired. New employees hired on or after January 1 through the last day in February shall receive a step increase effective July of the calendar year in which they were hired. New employees hired on or after March 1 through June 30 will have a step date effective July 1 of the following calendar year.

*e.g. Employee hired December 15, 2022, will receive step increase July 1, 2023;
Employee hired March 5, 2023, will receive step increase July 1, 2024.*

2. Effective July 1, 2022, positions shall be re-benched in the following sequential order:

- a. All positions on ranges 9 and 10 shall move to range 11. (See Appendix A.)
- b. Lead Campus Monitor shall move from range 12 to range 13. (See Appendix B.)
- c. Clerk Typist I positions shall become Clerk Typist II positions. Clerk Typist I shall be removed from the salary schedule and retired. (See Appendix C.)

- d. Preschool Associate Teacher shall move from range 11 to range 13. (See Appendix D.)
 - e. Food Service Series classifications on ranges 12 or above shall move up one range. (See Appendix E.)
 - f. Personnel Technicians shall move from range 24 to 27. (See Appendix F.)
 - g. All positions on ranges 11-29 shall move up one range (approximately 2.5%). (See Appendix G.)
 - h. All ranges will be renumbered accordingly.
3. Salary Schedules
- a. Effective July 1, 2022, the comprehensive classified salary schedule shall be increased by 5.5% (8% - 2.5% settled amount in MOU #6; See Appendix H.)
 - b. Effective July 1, 2022, the Student Care Center Supervisor salary schedule shall be increased by 5.5% (8% - 2.5% settlement amount in MOU #6; see Appendix I.)
 - 1) In addition to 3.b. above, add Column 1 with only one step for Non-Permit supervisors that has a salary that is \$1 less than column 2 step 1. (See Appendix I.)
 - 2) Student Care Center Supervisor job description is under review.4.
 - c. Effective July 1, 2022, the transportation unit salary schedule shall be increased by 8%. (Appendix J)
 - d. Effective July 1, 2022, the preschool salary schedule shall be increased by 5.5% (8% - 2.5% settlement amount in MOU #6; see Appendix K.)
4. One-time Incentive
- a. To acknowledge unit members that continue to utilize a variety of instructional and support modalities that required additional time and effort during the 2022-2023 school year, the District will make a one-time payment/stipend for the 2022-2023 school year as follows:
 - 1) those who are in 5.5 hours per day (.6875 FTE) or more will receive a one-time amount of \$2,500.
 - 2) those who are in positions that are less than 5.5 hours per day (.6875 FTE) and at or above 4 hours per day (.50 FTE) will receive a one-time amount of \$1,875.
 - 3) those who are in positions that are less than 4 hours per day (.50 FTE) will receive a one-time amount of \$1,250.

- b. The stipend will be paid in two equal installments – December 10, 2022, and May 10, 2023. To qualify for each payment, the unit member must remain in paid status on the date of the installment. FTE status for each payment will be calculated at the time of payment based upon all permanent positions occupied by the employee.

C. Benefits

1. Article 10.11.5 will not be available for any CSEA unit members with a hire date on or after September 1, 2022. Current employees will be allowed to continue until the employee elects to terminate this option, has a separation in service or fails to show proof of adequate health insurance coverage.
2. Effective July 1, 2022, the single benefits cap shall be increased by \$900/year and the family benefits cap shall increase by \$2,800/year. All future savings associated with C.1 above have been accounted for and frontloaded in this MOU.

D. Professional Development Days

1. Three optional professional development day shall be offered to classified employees in the 2022-23 school year. Due to the broad range of positions in the collective bargaining unit, not all positions will have training available. Staff shall coordinate possible available training opportunities with a supervisor.
 - a. August 3, 2022
 - b. August 4, 2022
 - c. April 10, 2023
2. Attendance is optional. Unit members not scheduled to work on these days and not attending do not need to enter an absence in AESOP.
3. Work must be completed in half or full-day increments. Unit members will be paid their hourly rate.

E. Contract Language Updates

Articles 9 and 10 shall be updated in accordance with Attachment L and M which reflects changes agreed to in this

F. Closure

This agreement shall fully and finally resolve all bargaining related to bargaining for the 2021-2022 and 2022-2023 school years except for Articles 9 and 12.

SIGNATURE LINES FOLLOW ON NEXT PAGE



Rob Thomas, for CSEA, Chapter 528

8/31/2022

Date



Dominic Gualco, CSEA Labor Representative

8/31/22

Date



Donald Ogden, Associate Superintendent, FCUSD

8/31/22

Date

CSEA Board Ratified: _____

FCUSD Board Approved: _____

ATTACHMENT L

9.4. Evaluation and Step Increases

9.4.1. New Employees

9.4.1.1. Each new probationary employee shall be evaluated at the beginning of his/her sixth (6) month of regular employment. If the overall performance is deemed to meet or exceed standards, as indicated on the Classified Evaluation form, the supervisor shall recommend that the employee be granted permanent status. An overall performance that meets or exceeds standards contains no more than three marks indicating needs improvement and/or unsatisfactory. ~~The supervisor shall recommend that the employee be given a one-step increase, provided the employee was not hired at the E step. The step increment becomes effective on the first day of the month following the month in which the employee completed six (6) working months of regular service. This date is used to establish the anniversary date for eligibility for succeeding step increases.~~

~~9.4.1.2. New probationary employees shall receive step increases as follows:~~

~~9.4.1.2.1. If the employee was hired on or after July 1 through December 31 the employee will receive credit for a year of service effective July 1 of the calendar year following the date they were hired.~~

~~9.4.1.2.2. If the employee was hired on or after January 1 through last day of February the employee will receive credit for a year of service effective July of the calendar year in which they were hired.~~

~~9.4.1.2.3. If the employee was hired March 1 through June 30 the employee will receive credit for a year of service effective July 1 of the following calendar year.~~

~~9.4.1.2. If the supervisor feels that the performance of a new employee does not warrant six (6) month permanent status and step increase, these items are withheld pending further evaluation by or before the beginning of his/her ninth (9) working month of regular employment. Based upon improvement in the employee's performance, as reflected in a subsequent special evaluation report, permanent status and step increase may be granted on the first day of any month from the seventh to the ninth working month of employment. This date then becomes the basis for establishing the anniversary date for eligibility for succeeding step increases.~~

~~9.4.1.3. If the employee does not attain permanency at the sixth (6) working month of employment, a final probationary evaluation shall be made at the end of the ninth (9) working month of service, signed by the supervisor and the~~

employee, and submitted to the Personnel Office at the beginning of the tenth (10) month of regular employment.

9.4.2. Permanent Employees

- 9.4.2.1. A permanent employee serving a probationary period in a new classification following promotion or transfer shall be evaluated at the same intervals as a new employee.
- 9.4.2.2. If the permanent employee's performance in the probationary class is unsatisfactory, as indicated on the Classified Evaluation form, the employee shall revert to a permanent status in the class in which he/she holds permanency. The employee's former anniversary date and any step increase for which he/she would have been eligible if the employee had remained in the permanent class will be restored.
- 9.4.2.3. Commencing the second year of placement on Step 5-10 the "E" step (or above) of the Classified Salary Schedule, employees shall be evaluated at least once every other year. The evaluation(s) shall be concluded on or before the employee's last calendared work date of the fiscal year anniversary date.

ATTACHMENT M

Article 10 - Compensation

Except as set forth below, Article 10 shall continue without change.

...
10.6. ~~Longevity Increments~~

10.6.1. ~~Longevity increments reached on or after July 1, 1986 will be subject to an additional 2-1/2% or total of 5% in a manner that maintains the integrity of the salary schedule.~~

...

10.11. Employee Fringe Benefits

10.11.1. Effective July 1, ~~2015~~ **2022**, the annual Single medical cap will be **\$9,000** ~~\$550~~. The annual Family medical cap will be **\$14,800** ~~\$700~~. Premium amounts in excess of the limit will be collected from enrolled employees via payroll deductions submitted by the District to the insurance companies.

10.11.2. **Insurance Benefits: To be eligible for benefits, a unit member must work at least** ~~Benefits for new part-time unit members shall be pro-rated for employees working 50% or more.~~ **Benefits shall be prorated for a less than full time employee.** An employee who was part-time on March 9, 1999 (the date of the original agreement), however, shall continue to receive a contribution for benefits on the same basis as a full-time employee, provided he/she remains a part-time employee and remains at least 50%. Any full-time employee who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated. **For each eligible full time unit member, the District will contribute the premium amount for the:**

10.11.2.1 PPO Dental Single plan for each unit member.

10.11.2.2. District approved Family Vision plan for each unit member.

10.11.3 Each benefit eligible unit member shall receive, regardless of FTE, and at no cost to the unit member:

10.11.2.1. **Life Insurance coverage (\$50,000 plus \$5,000 per dependent).**

10.11.2.2. **Disability Insurance.**

10.11.2.3. **Employee Assistance Program.**

10.11.3. Bargaining unit members may voluntarily participate in the IRS Section 125 plan.

10.11.4. During the term of this contract, the District may, with input and concurrence of the District Benefits Advisory Committee, obtain insurance bids and change companies, so long as the

overall benefit levels are substantially the same or better than those provided in the current health and dental insurance plans.

10.11.4.1. Implementation of new programs and/or new insurers would not be immediate but would be implemented as soon as possible within existing job demands and dollar limitations.

10.11.5. In Lieu of Insurance

10.11.5.1. Effective July 1, 2007, the employee payment in lieu of medical insurance coverage shall be capped at the 2006/2007 rate. The District shall make a monthly payment equal to half of the lowest health insurance premium in effect on July 1, 2006, (\$175.17) to those eligible unit employees electing not to enroll in any of the major health insurance plans offered by the District. The employee must provide proof of adequate health insurance coverage to be eligible for this option. **Cash in lieu of insurance will not be available for unit members hired on or after September 1, 2022. Existing employees currently taking this benefit will be allowed to continue unless the employee elects to terminate their enrollment in cash in lieu of insurance or has a separation in service.**

10.11.5.1.1. Limitations:

10.11.5.1.1.1. Eligible employees may contribute, in compliance with law, moneys in Tax Shelter Annuities, with any of the companies who have TSA contracts established with the District.

10.11.5.1.1.2. Some of the District's master contracts with health insurance companies prohibit enrollment of eligible employees of the employer as family members, dependents. Employees must have adequate health insurance coverage prior to electing the TSA plan.

10.11.5.1.1.3. Employees requesting TSA option must have all required forms and procedures completed with the District Accounting/Payroll Department.

10.11.6. Retiree Health Insurance Benefits

10.11.6.1. For the period of this contract, the District agrees to pay health insurance premiums for eligible unit retirees. These payments will be made for the shortest of the following periods:

10.11.6.1.1. Ten (10) years, or

10.11.6.1.2. Until the retiree reaches the age of eligibility to receive Medicare benefits.

10.11.6.2. Eligibility Requirements

10.11.6.2.1. Must be eligible for placement on Step **5-10 or above** of the unit employee salary schedule.

10.11.6.2.2. Ten (10) years or more of continuous in-District service.

10.11.6.2.3. Currently assigned to a position requiring four (4) or more hours of daily and nine (9) or more months of yearly for the last three (3) consecutive years.

10.11.6.2.4. Eligible for PERS retirement.

10.11.6.2.5. Official Resignation: During the term of this agreement, an official letter of resignation or notice of disability retirement shall be submitted to the Assistant Superintendent, Human Resources, or designee, no later than June 30th of the year in which the employee retires.

10.11.6.2.6. The retiree shall have actually been an employee of the District during the term of this Agreement.

10.11.6.2.7. The District's payment for these benefits shall be limited to the **Single** "CAP" insurance amount in effect at the time of his/her District-accepted retirement.

- 10.11.6.2.8. Eligible retirees will have a choice of any of the District's currently offered health insurance plans, subject to any restrictions imposed by the insurance provider or law.
- 10.11.6.2.9. Retirees under the age of 65 who reside outside of their health plan service area may receive an amount of money equal to the **cash in lieu of \$2102 annually**, ~~cost of the least expensive in-area retiree health plan~~. This money will be in lieu of participation in one of the District's currently offered health insurance plans. **This is not available to employees hired on or after September 1, 2022.**
- 10.11.6.2.10. The District will require annual verification of alternative coverage as a condition of continued eligibility.
- 10.11.6.2.11. This coverage is for the retiree only; however, dependent coverage can normally be purchased by submission of the required monthly premium to the District accounting office.
- 10.11.6.2.12. The retiree will have the opportunity to continue participation in his/her chosen program by means of paying his/her own premiums, subject to restrictions by the insurance provider or law.
- 10.11.6.2.13. Surviving spouses of District retirees may voluntarily continue participation in the program previously selected by the retiree. This participation will be paid for by the surviving spouse and subject to restrictions by the insurance provider or law.

10.12. **Salary Placement on Promotion**

10.12.1.1. **Definitions**

10.12.1.1.1. **Job Family: The grouping on the Salary Schedule in which a classification is placed (i.e. Specialists, Administrative Series, Instructional Assistants, Transportation, etc.).**

10.12.1.1.2. **Promotion: A promotion is the appointment of an employee to a different classification with a higher assigned salary range.**

10.12.1.2. **An employee who is promoted to a higher classification in the same Job Family as their previous position shall be placed at the same step in the higher classification. If the employee's same step in the higher classification provides less than a five percent (5%) increase, the employee shall be placed at a higher step representing no less than a five percent (5%) increase.**

10.12.1.2.1. **The employee shall be placed within the salary schedule step in the new classification at a placement that aligns with the number of years from when they would receive their next step increase in their previous classification.**

10.12.1.3. **An employee who is promoted to a higher classification in a different Job Family than their previous position shall be placed at a step representing a higher rate of pay but in no event will he/she receive less than a five percent (5%) increase.**

10.12.1.3.1. **In the event an employee is promoted to a higher classification in a different Job Family and is placed above Step 4 in the higher classification in accordance with this Article, the employee will be placed within the salary schedule step at a placement that aligns with the number of years from when they would receive their next step increase in their previous classification. This calculation will be completed by the District and employees will have the opportunity to review.**

For example, an employee is an Administrative Assistant I (Range 18, Administrative Series Job Family) at Step 21-25 is two years from

advancing to Step 26-30. The employee receives a promotion to Help Desk Technician (Range 25, Specialists Job Family) and is placed at Step 11-15. The employee would be placed within Step 11-15 at 14, which would make the employee two years from advancing to the next step.

10.12.1.4. The District reserves the right to place the employee at a higher step than the minimum required, based on its determination of the employee's qualifications.