

**ADDENDUM  
TO  
CLASSIFIED BARGAINING UNIT AGREEMENT  
FOR  
(Corrections/Additions to:  
Article VII, Article IX & Professional Growth)  
Dated November 2013**



***RIVERSIDE UNIFIED SCHOOL DISTRICT***  
***AND***  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**and its Riverside Chapter 506**

ARTICLE VII  
**PAY AND ALLOWANCES**

7.0 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. Step increases shall be annually implemented on July 1. Bargaining unit members hired or promoted on or after February 1 shall not receive a step increase until July 1 of the following calendar year.

7.0.1 If other employees receive a compensation increase during the term of this agreement, which exceeds the percentage increases contained within this agreement, the difference shall be paid to unit members, following meeting(s) between the parties to determine the basis for the distribution. The intent of this section is to maintain compensation parity between CSEA unit members and other District employees. (Reclassifications do not invoke this section.)

7.0.2 Effective January 1, 2014, the bargaining unit members shall receive a 6% salary increase. Both the District and CSEA agree that the provisions of Article XXII shall not apply for the 2014-15 school year with regard to salary only.

7.1 Pay Warrants: All regular pay warrants of unit members shall be itemized to include all deductions and overtime. Effective thirty (30) calendar days or the first day of the month following ratification of this Agreement whichever is later, all new bargaining unit members hired after the effective date of this Agreement who are paid monthly shall have their pay warrant electronically deposited into the financial institution designated by the unit member. The District agrees to hold harmless, and indemnify and defend CSEA from any and all liability arising out of disputes by unit members regarding mandatory electronically deposited pay warrants.

Effective July 1, 2003, all classified bargaining unit employees with a work year of ten months or less who are paid monthly will be paid one tenth of their yearly salary for ten months beginning in the first month they work and ending in the last month in which they work. If the first month of work has five or less workdays the first tenthly pay will start the following month. If the employee is working more than five days in the first month, the employee with a work year of 10 months will be paid one eleventh of their yearly

salary for eleven months and the employee with a work year less than 10 months will be paid one tenth of their yearly salary for 10 months.

Classified bargaining unit members paid twelfthly and subsequently who change work years to less than twelve (12) months may request a twelfthly pay cycle for a period of one complete school year following the work year change. Bargaining unit members must have completed at least three (3) continuous years in a permanent paid status in order to qualify for this benefit.

7.2 Frequency - Monthly: Effective July 1, 1999, unit members who are assigned to work four (4) or more hours per day will be paid once a month payable on the last working day of the month. If the normal day of pay falls on a holiday, the pay warrant will be issued on the preceding workday.

7.2.1 Frequency - Twice Monthly: Unit members who work less than four (4) hours per day shall be paid eight (8) working days after the tenth (10) and twenty-fifth (25) calendar day of the working month.

7.3 Payroll Errors: Any payroll error resulting in insufficient payment for a unit member in the bargaining unit shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the unit member provides notice to the Payroll Department. In the event a payroll error results in an excess payment to a unit member, the District will meet with the employee to establish a repayment schedule. Failure to reach a mutual agreement the unit member shall be required to refund the excess to the District within the same amount of time as the overpayment was caused.

7.4 Lost Pay Warrants: Any pay warrant for a unit member in the bargaining unit which is lost after receipt or which has not been delivered within five (5) days of mailing, if mailed, shall be replaced not later than thirteen (13) days from the date of issue of the lost warrant, provided that the unit member has completed and signed a "Lost Warrant Affidavit" within ten (10) days of the date of issue. If more than ten (10) days have elapsed since the date of issue, the lost warrant will be replaced three (3) days after the "Lost Warrant Affidavit" is completed and signed.

7.5 Mileage: Unit members specifically authorized to use their personal cars in fulfilling a specific work assignment shall be reimbursed at the per mile rate the District is paying to other District employees not in the bargaining unit (but not less than the amount allowed

for by the IRS). It is understood and agreed that unit member travel between home and worksite is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

7. 5.1 The District accounting office shall, as soon as reasonable, submit to the County valid unit member requests for mileage reimbursement, but in no event, later than ten (10) workdays after receipt.

7.6 Meals: Any unit member in the bargaining unit who, as a result of work assignment, must have meals outside the boundaries of the District shall be reimbursed for the full cost of the meal, subject to rules and regulations established by the District in relation to authorization for and payment of such reimbursement, and provided that the unit member submits a receipt showing the cost of the meal with the regular District expense claim. Unit members shall receive reimbursement for meals and other work related expenses at the same rates established by the Board of Education for all District employees.

7.7 Lodging: Any unit member in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging, up to amount approved on Conference Attendance Form.

7.8 Stability Pay: Stability pay is paid annually in addition to regular pay. It is a reward to unit members for continued service in the District. A unit member is eligible after he/she has completed five (5) years of continuous service. Effective July 1, 2013, stability pay is increased by 5%. Stability pay is calculated by multiplying  $\frac{1}{4}$  by  $1\% \times \text{Base Monthly Salary (not to exceed current base)} \times \text{Number of Months worked yearly} \times \text{Total Number of Years of Continuous Service}$ . The maximum Base Monthly Salary shall be increased to two thousand dollars (\$2,000) on July 1, 1992.

7.8.1 Years of eligibility will be determined on the same basis as for step placement on the salary scale; a unit member must have been employed prior to February 1 to have that fiscal year count as a year of service. A break in service will result in a new beginning date for stability pay. Paid leaves of absence will not be considered as breaks in service. Time on unpaid leave, except military leave, will not be counted as time in service for stability pay. If a unit member retires, resigns, or is deceased prior to June 30 of the school year, his/her stability pay will be prorated on that portion of the year.

- 7.9 Evening Shift Differential: All unit members who work four (4) or more hours after 5:00 p.m. shall receive a shift differential of two (2) ranges, approximately 5%, for their entire shift, in addition to their regular salary.
- 7.9.1 The unit members shall not lose the shift differential compensation if the unit member is temporarily assigned for twenty (20) working days or less to a shift not entitled to such compensation. Evening unit members assigned to a day shift during summer recess shall lose their shift differential July 1 and have it restored on September 1.
- 7.10 Unit members employed in food service classifications shall receive one (1) additional range at their current step upon receipt of the Professional Certification for School Food Service Personnel issued by the School Nutrition Association (SNA). The additional range shall commence the first pay period following the unit member's verification of the certification to the Human Resources Department. The unit member must maintain the certification in order to retain the one-range salary adjustment.
- 7.10.1 Credit received for participation in the certificate program may also be applied toward the professional growth program under the conditions specified in Appendix B.

ARTICLE IX  
**HEALTH AND WELFARE BENEFITS**

9.0 Full-time Unit Members: For the purpose of this article only, full-time unit members are defined as those unit members working thirty (30) or more hours per week.

Part-time Unit Members/Eligibility: Only those unit members working twenty (20) hours per week or more shall be eligible for District sponsored fringe benefits.

Unit members working less than twenty (20) hours per week shall be eligible to participate in District sponsored fringe benefits with full cost paid by the employee. Exceptions to this provision shall be in accordance with COBRA and other appropriate Federal mandates.

9.1 Selection of Plans: Unit members shall be eligible to select a medical plan and a dental plan from the following medical and dental selections: Kaiser HMO (Health Maintenance Organization); EPO (Exclusive Provider Organization); PPO (Preferred Provider Organization); Delta Dental Premier, MetLife, or Preferred Advantage Dental.

To qualify for medical and/or dental benefits, each unit member must enroll in the unit member's insurance plan during the approved enrollment period.

Information regarding medical and dental plans may be obtained by calling the Employee Benefits Office.

The District and CSEA shall continue to work collaboratively to secure bids from alternate and/or additional health and welfare care providers.

9.2 Payroll Deductions/Medical and Fringe Benefit Allocation: The District contribution toward medical, dental and vision insurance for part-time unit members employed to work less than thirty (30) hours per week but twenty (20) hours per week or more shall be prorated as follows:

- |                                 |         |
|---------------------------------|---------|
| 1. Less than 20 hours           | = .0%   |
| 2. 20 to less than 22.5 hours   | = 50.0% |
| 3. 22.5 to less than 27.5 hours | = 62.5% |

- |                               |          |
|-------------------------------|----------|
| 4. 27.5 to less than 30 hours | = 75.0%  |
| 5. 30 to 40 hours             | = 100.0% |

A deduction schedule for premium costs shall be given to unit members upon enrollment in the selected plan and will be available from the Employee Benefits Office upon request.

- 9.3 Limitations: Effective January 01, 2014 (The 2014 plan year and following), the District contribution toward the medical insurance plan shall be \$10,000 per subscriber. Such contribution shall be applicable to any District sponsored medical plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution.

Effective January 1, 2014 through December 31, 2014, the District contribution toward the dental insurance plan shall not exceed the amount of the District contribution for the 2013 plan year.

This section shall not preclude CSEA or the District from negotiating medical and dental payroll deductions on an annual plan-year basis.

If other employees receive a higher District contribution to their health insurance plan than what is provided herein, the difference shall be paid to unit members. The intent of this language is to maintain parity between CSEA unit members and other District employees.

- 9.4 Life Insurance: A \$12,500 life insurance plan shall be provided each unit member.

- 9.5 Medical Insurance for Retirees:

9.5.1 Effective July 1, 2010: Each member of the classified bargaining unit employed more than twenty (20) hours per week retiring into PERS after May 3, 1985, who is between 50 and 64 years of age, inclusive at the time of retirement shall be granted an annual entitlement with which to purchase employee-only medical coverage as such is available through the District. The maximum number of years a member shall be eligible for such entitlement is eight (8) years. The entitlement shall be graduated according to years of service in RUSD as listed below. Unit members working less than full-time, but working twenty (20) or more hours per week, shall receive a pro-rated entitlement in proportion to the

average daily hours worked during the unit member's final three (3) years of service on the same basis as provided in 9.2. The ratio of the average daily hours to eight shall determine the percentage of the appropriate entitlement to be granted to the retiree.

| <u>Service</u>    | <u>Entitlement</u> |
|-------------------|--------------------|
| 15 years          | \$1,849            |
| 16 years          | \$2,034            |
| 17 years          | \$2,219            |
| 18 years          | \$2,404            |
| 19 years          | \$2,589            |
| 20 years and more | \$2,774            |

Twenty-five Years or More of Service: Bargaining unit members who retire from the District with 25 years or more of service and have been employed by the District as full-time bargaining unit members for fifteen (15) of the last nineteen (19) years at the time of retirement are entitled to an amount equivalent to the single party premium of the least costly medical plan available through the District. However, if the retired employee selects a more costly plan that is made available through the District, the retiree will be responsible for paying the cost of the difference between the annual premium of the two plans. The maximum number of years a member shall be eligible for such entitlement is eight (8) years.

9.5.2 After Becoming Medicare Eligible: Unit members retiring shall be eligible to continue to purchase coverage in a District group medical insurance plan after becoming Medicare eligible, provided that these conditions exist:

- a. The retiree has been employed in the District for no less than ten (10) years. (Effective July 1, 2010, retirees must have been employed in the District no less than fifteen (15) years.)
- b. The plan carrier allows such participation.
- c. The unit member is otherwise eligible for enrollment in the plan.
- d. The plan is one under which the District is not required by the carrier to pay for any part of the premium.

9.5.3 Retiree with Spouse on Active Status: A unit member eligible and applying to retire may postpone eligibility for this benefit if the retiring unit member has an active, benefits-eligible spouse also employed by the District who will cover said

unit members as a plan dependent. The retiring unit member may postpone eligibility for retiree benefits coverage described above until such time as the spouse retires or otherwise loses coverage. Such coverage shall not extend beyond the time the retiree would have otherwise become eligible for Medicare coverage.

- 9.6 Income Protection Insurance: Unit members voluntarily opting for Income Protection Insurance may do so, but shall assume full costs of said insurance program upon selection.
- 9.7 Each unit member who leaves District employment shall be given the right to participate in a District medical and dental plan for eighteen (18) months in accordance with current COBRA regulations and provisions of the insurance carrier.
- 9.8 Health Insurance Waiver: Beginning in the January 1, 2014 plan year, waiver stipends will no longer be paid to unit members. Those employees who waived coverage in the 2013 plan year may continue to waive benefits in accordance with the language stipulated below; however, if the unit member takes medical and/or dental coverage at any point in the future they will no longer be eligible for a waiver stipend.

A full-time unit member showing proof of coverage through an alternate source may choose to waive medical and dental insurance coverage by signing a waiver form. Any full-time unit member waiving medical and dental insurance coverage shall be provided with a total annual stipend of six hundred fifty dollars (\$650).

Full-time unit members who only waive medical insurance coverage shall have their choice of dental plans paid and shall be provided with a yearly stipend of five hundred dollars (\$500).

Part-time unit members who waive medical and dental insurance shall receive a pro rata share of the stipend in accordance with Section 9.2 of this Article. Those who only waive medical insurance coverage shall have a pro rata share paid by the District of the dental plan of their choice and receive a similar share of the five hundred dollar (\$500) stipend.

9.8.1 Dual Spouse Coverage Waivers: When an employee and spouse are both employed by the District and are working full-time assignments, employees covered by District-sponsored medical and dental plans pursuant to Section 9.9 or 9.10 (whichever applies) who only waive medical insurance coverage, shall be provided with a yearly stipend of seven-hundred and fifty dollars (\$750) in lieu of medical insurance coverage. Part-time unit members who waive medical coverage will receive a pro-rated share of the medical waiver stipend in accordance with Section 9.2 of this Article.

9.8.2 Request for Waiver: A request for a waiver may be submitted at any time.

9.9 Spouse Employed in the Same Unit: When the unit member and spouse are both members of the bargaining unit covered by this Agreement and eligible for District contribution toward the purchase of benefits, the following will apply:

9.9.1 Medical Benefits: The District contribution will be a pro-rata portion of the contribution for full-time unit members, using the unit member/spouse whose assignment is closest to or equal to full time. The other spouse will be covered as a dependent. The District shall contribute to no more than one medical benefit plan per family. In no instance shall this calculation result in a lower District contribution than the unit member would have received had the spouse not been employed by the District.

9.9.2 Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible unit member. The fact that they are spouses does not affect the District contribution or benefit plan availability.

9.10 Spouse Employed by the District Outside the Unit Covered by the Agreement: When the spouse of a unit member is employed by the District in a position which is not in the bargaining unit covered by this Agreement but which makes the spouse eligible for a District contribution toward the purchase of benefits, the following will apply:

9.10.1 Medical Benefits: The unit member who is eligible for a District contribution toward the purchase of benefits and the spouse shall elect which of them will be the covered employee and which will be the covered dependent. If the spouse employed outside the unit is eligible for a full District contribution toward medical benefits, the unit member must waive eligibility for employee coverage and receive the appropriate stipend. If the spouse employed outside the unit does not qualify for a full District contribution, either employee may elect to be the

covered employee, and the other must waive eligibility for employee coverage and receive the appropriate stipend. The District shall contribute to no more than one medical benefit plan per family.

9.10.2 Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible employee. The fact that they are spouses does not affect the District contribution or benefit plan availability.

9.11 District-Paid Insurance After Exhaustion of Paid Sick Leave: After a unit member has exhausted all paid sick leave entitlements, including the accrued sick leave and the five-month entitlement, and, still too incapacitated to work, that unit member is granted a health leave, the District will continue to pay for those portions of the unit member's insurance program it had been paying for on the last day of the unit member's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the unit member is granted disability payments by the Public Employees Retirement System, whichever occurs sooner. The unit member may not add coverages at District expense through the period of District payment following exhaustion of sick leave. The District shall not be obligated to sell the unit member any insurance coverage after this period. It shall be the unit member's responsibility to make timely arrangement for conversion from District coverages.

9.12 Death of a Unit Member: Should a unit member die while in paid status, the District shall pay the cost of the unit member's health insurance program through the fringe benefit year in which the unit member's death occurs. The insurance carrier permitting, the District shall allow the unit member's spouse or dependent to purchase continued health insurance for up to two (2) fringe benefit years subsequent to that in which the unit member died, provided that during that time the spouse or dependent has not remarried or become eligible for health insurance coverage with a different employer. Either remarriage or employment that has health insurance as a benefit shall provide sufficient reason to end all access to District benefits for the unit member's spouse or dependent. If the spouse or dependent is neither remarried nor employed where health insurance is available through the employer at the end of the second year subsequent to that of the unit member's death, and the spouse or dependent is in a state of economic hardship, the District will request that the carrier continue to allow the District to sell to the spouse or dependent for one more year the coverage previously sold. The District shall be the sole determiner of economic hardship. All purchases of health insurance coverage under this

provision shall be made annually and in advance. Unused portions of such payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

9.13 Health and Welfare Benefits Committee:

- A. The Association and District agree to meet on an as needed basis, and at least once a quarter to discuss the Health and Welfare benefit plans.
  - 1. Composition: The Health and Welfare Benefits Committee (HWBC) will be comprised of four (4) RCTA Representatives, four (4) CSEA Representatives, four (4) Professional Relations members and three (3) non-voting District advisors. Any group may invite outside consultants to the meetings with permission from the HWBC.
  - 2. Decision Making: The HWBC shall be responsible for making recommendations regarding health and welfare insurance carriers, levels of coverage, plan design, premium rates, cost containment and other health and welfare insurance related issues. Consensus shall be used in all committee deliberations. All recommendations from the committee shall be submitted to their respective bargaining teams.
- B. The District shall provide the committee with complete health and welfare benefits data in a timely manner as requested or when received from vendors, which includes but is not limited to:
  - 1. Utilization (HIPPA protected)
  - 2. Claims Experience (HIPPA protected)
  - 3. Enrollment
  - 4. Claims Data Reports
  - 5. Financial Data related to Health Premiums
  - 6. Reports and Updates from the Carriers

## **PROFESSIONAL GROWTH CLASSIFIED UNIT MEMBERS**

Professional Growth is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of the classified unit members' education.

Professional Growth reflects increased knowledge, understanding, and skills in the participant's regular assignment or in another classification that would provide opportunities for upward mobility. It also promotes personal development through subject matter which supports the goals of the Bargaining Unit and the District.

### Criteria

The following criteria will be applied in determining approval of Professional Growth stipends awarded for participation in course work at a college, trade school, adult school, CSEA sponsored training, or attendance at professional conventions/workshops:

- a. The subject matter must relate directly to the position currently occupied by the unit member; or
- b. The subject matter must meet the requirements of the position for which the unit member is training; or
- c. The subject matter which does not meet the requirements of "A" or "B" above must be acceptable to Human Resources.

### Calculation of Growth Points

Twelve professional growth points must be earned for each stipend.

| Course/Training                                                  | Points (pt) Earned               | Maximum Points (pt)      |
|------------------------------------------------------------------|----------------------------------|--------------------------|
| College Course/Trade School<br>Semester System<br>Quarter System | 1 pt per unit<br>2/3 pt per unit | No Maximum<br>No Maximum |
| Adult Ed Course                                                  | ½ pt per course                  | No Maximum               |
| Continuing Education Units (CEUs)                                | ½ pt per unit                    | 5 pts per stipend        |
| Professional Conventions/<br>Workshops/Trainings                 | ½ pt per 3 hr of training        | 5 pts annually           |
| Serving in an Elected CSEA Office                                | 1 pt                             | 1 pt annually            |

### Documentation Requirements

- A. Completion of Professional Growth form (available in Human Resources and/or District website)
- B. Proof of attendance/completion such as:
  - Transcripts (minimum acceptable grade is "C")
  - Report of attendance and conference/training flyer or agenda
  - Certificate of satisfactory completion

### Limitations

- A. No one shall receive credit for institution lectures or conventions if attended during the work day and/or if unit member is being paid for other services unless approved in advance by the Human Resources Office.

- B. No credit will be allowed if the District participates in 50 percent or more of the total expense.
- C. Effective February 1, 2014, all documentation for credit must be submitted within two (2) years from the completion/attendance of the course, training, or workshop.

### Stipend

Effective February 1, 2014, the stipend for professional growth is as follows:

|                 |       |
|-----------------|-------|
| Initial stipend | \$225 |
| Second stipend  | \$225 |
| Third stipend   | \$225 |
| Fourth stipend  | \$225 |

Stipends are accumulative. No unit member may earn more than four (4) stipends for professional growth. A unit member may start working toward the next stipend after the 12 points are completed. Points beyond 12 will carry forward to the next stipend.

The Professional growth stipend will be paid annually in one lump sum in June of each year, and unit members working eight (8) hours per day shall receive the full amount. Those unit members working less than eight (8) hours per day, shall receive the stipend prorated.

Those unit members completing 12 points no later than January 31 will receive the appropriate stipend in June. Stipends completed after January 31 will be paid in June of the next year.