

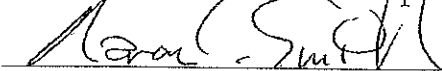
**Mutually Agreed Recommendation
between the
Chico School Employee Association
Chapter #110 and the
Chico Unified School District**

RE: Agreement on Comparable Districts

CSEA Chapter #110 and CUSD bargaining team members have met and agreed to a list of the following comparable districts to use in the reclassification and/or reallocation of classified positions. The list of comparable districts agreed to include the following:

- Yuba City Unified School District
- Oroville City School District
- Oroville Union High School District
- Paradise Unified School District
- Red Bluff Joint Union High
- Corning Union High
- Corning Union Elementary
- Shasta Union High
- Natomas USD
- Palermo Elementary School District
- San Juan USD
- Thermalito Elementary School District
- Twin Rivers USD
- Sutter Union High School District
- Marysville Joint Unified School District


The parties agree that the above list of comparable districts will be submitted to the Merit Committee for review and approval for the purposes of reclassification and/or reallocation of classified positions. It is further recommended that this list will be in effect through the June 30, 2021 at which time the parties will meet to determine a new list of comparable districts.



Aaron Smith, President, Chapter #110

10-1-18


Date



Allison Patton, Representative, Chapter #110

10-1-18

Date



Jim Hanlon, Assistant Superintendent
Chico Unified School District

10/1/18

Date

Chico Unified School District


and the

Chico School Employees Association

(2017-18)

The Chico Unified School District ("District") and the California School Employees Association, Chapter 110 (Association" or "CSEA 110") are parties to a collective bargaining agreement that will expire on November 15, 2018.

The Parties agree to the following modifications (**highlighted** and **strikethroughs**) of the collective bargaining agreement. **Highlights** signify additions/changes to the contract. **Highlight** signify binding agreements but will not be included in contract language. **Strikethroughs** signify deletions to the contract.



Aaron Smith, CSEA Chapter #110 President

2-2-18

Date



Sean Sullivan, CSEA Bargaining Chair

2/2/18


Date



Jeffery Kirby – Senior Labor Relations Rep (CSEA)

02/05/18

Date



Jim Hanlon, Assistant Superintendent- HR
Chico Unified School District

2/2/18

Date

Note: Any section or sub-section for all articles not noted for change (strikethrough or highlighted) below shall remain status quo.

Article 2 – Wages

Chico Unified School District (“District”) and the California School Employees Association Chapter #110 (“CSEA”) initiated negotiations on October 24, 2017. With regards to wages, the parties negotiated “Trigger Language” left over from the 2016-17 Collective Bargaining Agreement and a three (3) year wage agreement for 2017-18, 2018-19 and 2019-20.

2.1 Base Pay

The salary schedule for unit members as defined in Article 1.3 of the Agreement shall be in accordance with the Schedule A-3, CUSD, Chapter 110, CSEA, Salary Schedule.

- ~~1. Effective July 1, 2016, improve the classified salary schedule by 1%.~~
- ~~2. As part of one-time dollar allocations (\$659,000 for the CSEA unit), the district shall pay a lump sum payment of \$1,572 for each 1.0 FTE employee that is in a paid status on the date of the Tentative Agreement ratification. Part-time employees shall receive a pro-rata payment.~~

1. The Chico Unified School District (District) and the California Schools Employee Association Chapter #110 (CSEA) agree to a three-year salary increase set forth under the conditions stated below.

For the 2017-2018 school year, the salary schedule will include a (2.27%) increase retroactive to July 1, 2017 as currently projected using the LCFF calculator.

*See Example “A” Summary of FCMAT calculator.

- For 2017-18 the salary increase will be based on per ADA Change Over Prior Year according to the FCMAT LCFF calculator.
 - Implementation of 2017-18 salary schedule increase will occur within 60 days of CUSD board approval.

Beginning in 2018-19, the salary schedule will be increased by the percentage of per ADA change over the prior year as estimated in September 18-19 plus/minus any adjustments from 17-18. Current projected calculation shows minimum of (2.61%).

- July and August will be paid on the prior year salary schedule.
- Salary schedule will be adjusted for the September end of month payroll (accounting for prior year adjustment and implementation of current year per ADA Change Over Prior Year according to the FCMAT LCFF calculator).

Beginning in 2019-20 the salary schedule will be increased by the percentage of per ADA

change over prior year as estimated in September 19-20 plus/minus any adjustments from 18-19. Current projected calculation shows a minimum of (2.23%)

- July and August will be paid on the prior year salary schedule.
- Salary schedule will be adjusted for the September end of month payroll (accounting for prior year adjustment and implementation of current year per ADA Change Over Prior Year according to the FCMAT LCFF calculator).
- If enrollment declines as determined by the certified Fall 1 CALPADS enrollment report (in Year 2 of agreement), the District may reopen compensation for 2019-20. The District will notify CSEA by May 1, 2019 of their intent to reopen compensation for 2019-2020.
- If enrollment increases as determined by certified Fall 1 CALPADS enrollment report for 2018-19 compared to 2017-18 and 2019-20 compared to 2018-19, 20% of additional LCFF revenue generated by students over 100 will be applied to compensation as mutually agreed.
- One-time dollars will continue to be negotiable during the course of this agreement.
- This agreement only concludes negotiations related to salary as specified herein. Benefits shall be increased according the current contract language in place. Other contract language not related to salary may still be negotiated annually per the contract.
- For the 2020-2021 2nd Year Reopener, the parties agree to carry out regular contract negotiations as delineated in Article 19 of the Collective Bargaining Agreement.

2. As part of one-time dollar allocations (\$188,210 for the CSEA unit), the district shall pay a lump sum payment of \$345.51 for each 1.0 FTE employee that is in a paid status on the date of the Tentative Agreement ratification. Part-time employees shall receive a pro-rata payment.

Furthermore, the District and CSEA agree:

- There will not be at unit wide reclassification request for the duration of this agreement
- The reclassification/reallocation of Bus Drivers will become the first reclassification reviewed upon agreement of new comparable districts
- Parties agree to a \$25,000 fiscal year cap for reclassification/reallocation. Upon reaching the cap the parties agree to forward current and remaining reclassifications to the next year. The Bus Driver reclassification/reallocation is exempt from this provision
- If the amount of any further reclassification/reallocation exceeds the \$25,000 threshold the parties agree to meet and negotiate the impact and effects
- For employees that fall under the minimum wage requirement, the employee will be moved up to the step that meets the minimum wage requirement. Their new salary step placement will be frozen until their time on the job meets their current step placement to meet the minimum wage. This minimum wage agreement is only for the duration of this three-year agreement. Parties agree to meet and negotiate if there are any changes to the minimum wage law during the term of this agreement

As per language in the 2016-17 Tentative Agreement CSEA and CUSD agreed to "Trigger Language" to negotiate the following

"Since the LCFF calculator in the 2016-17 Interim budget is greater than \$95,976,415 the parties agree to reopen Article 2 for the 2016-17 year."

As a resolution to the agreement to reopen Article 2 for 2016-17 the parties agree to increase the classified salary schedule .70% retroactive to July 1, 2016. All retroactive compensation will be paid out within 60 days after approval by the CUSD school board

2.12 Mileage

Any employee in the bargaining unit required by the District to use his/her vehicle on District business shall be reimbursed at the prevailing District rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within thirty (30) calendar days after submission of the claim by the employee.

2.12.1 Use of Personal Vehicles

District employees shall not be required to deliver materials or supplies utilizing their personal vehicle. District employees may only be requested to utilize their personal vehicle for "simple travel" from site to site. Simple travel shall be defined as a District employee utilizing their personal vehicle to travel within the boundaries of the district to perform their regular duties required under their permanent classification job duty description.

However, in the event of a non-routine situation an employee may be required to transport small equipment or materials (examples would be but not limited to quarts of oil, a vacuum cleaner, curriculum/books, leaf blower, etc.) so long as the employee can be expected to safely lift and transport the item without causing damage to the vehicle. The district will work to minimize the use of employee vehicles for the above purposes.

2.12.1

2.12.2 Mileage for Small School Assignment

Any employee living in Chico, or an equivalent number of miles, assigned to Cohasset or Forest Ranch School for the regular work year shall receive \$300 per year in addition to his/her regular placement on the Salary Schedule for the added distance of travel. Employees working less than ten (10) months per year shall receive a pro rata share based on the number of months worked. This amount shall be payable in a separate warrant drawn on District Funds in June of each work year.

Note: Any section or sub-section for all articles not noted for change (strikethrough or highlighted) below shall remain status quo.

Article 5 – Leaves

5.23 Absence without Leave

- A. An employee who fails to report to duty for three (3) consecutive days without District approval may be deemed to be absent without leave. Such absence will be deemed to fall under Group II Offenses of the CBA.
- B. An employee who fails to return from a leave of absence within five (5) working days after the expiration of an authorized leave may be deemed to be absent without leave. Such absence will be deemed to fall under Group II Offenses of the CBA.

5.5 Personal Necessity Leave

5.5.1 Personal necessity may be taken for any reason except vacation, recreation, or concerted activities including but not necessarily limited to a refusal to work. The District shall not require the unit member to give a reason for use of personal necessity, but may require the unit member to certify that the leave was not used for the above prohibited activities. Unit members will provide two (2) working days notice to the District in advance of the use of personal necessity leave, except in cases of urgent circumstances. District approval or permission shall not be required.

Should an event occur ~~prior to November 15, 2015~~, such that, due to the number of staff members in a given department taking the same day off as outlined in this provision, that department is not able to carry out its mission on the day(s) involved, the following shall occur: the District will provide notice of this event(s) and how the event caused the department to be unable to carry out its mission **and the District may deny the personal necessity leave.** ~~and the section will sunset and the language of the previous Agreement contained in Appendix J will be restored and thereafter become immediately effective.~~

Article 19 – Negotiations/Duration

Note: Any section or sub-section for all articles not noted for change (strikethrough or highlighted) below shall remain status quo.

19.1 Effective Date

~~This Agreement will become effective upon ratification by the parties and shall remain in effect through November 15, 2018.~~

The term of the current contract shall expire on June 30, 2018, and a new three (3) year term shall commence on or after July 1, 2018. The successor year(s) shall be 2018-2019, 2019-2020 and 2020-2021.

ADDITIONAL ISSUES

The District and CSEA Chapter #110 agree to form and participate in the following subcommittees to resolve the issues of the Catastrophic Leave Program and Comparable Districts as noted below.

Subcommittees:

5.2.8 Catastrophic Leave Program (Donation of Sick Leave)

The District and CSEA Chapter #110 agree to form a subcommittee (comprised of 2 CSEA members and 2 CUSD members) to research and design a *Donation of Sick Leave* plan that complies with all IRS regulations. The District agrees to leave in place the current contract language for the remainder of the 2017-18 school year. However, if an agreement is not reached by July 1, 2018 the District reserves the right to "terminate this provision upon written notice to the Chico Chapter #110-CSEA" as per section of 5.2.8.

Comparable Districts

The District and CSEA Chapter #110 agree to form a subcommittee (comprised of 2 CSEA members and 2 CUSD members) for the purpose of determining comparable districts for reclassification/reallocation. Both parties recognize that it is in both their interest to an efficient resolution so that timely reclassifications/reallocations can take place.

The District recognizes that CSEA is the first association to reach a final negotiated agreement FOR 2017-18. Should CUTA or CUMA agree to what amounts to an increase in wages and benefits above that which CSEA has agreed to, CSEA will receive the same increase. It is the intention of the district to treat all groups as equitably as possible.

EXAMPLE "A"

Note: This information is provided as an example and is based on the 2017-18 2nd Interim LCFF calculation. The actual increases to the salary schedule will be based on an LCFF calculation per the negotiated settlement that may be different than the amounts presented in this example.

	2016-17	2017-8	2018-19	2019-20
LCFF Phase-in Entitlement	\$ 96,431,872	\$ 100,761,498	\$ 107,520,094	\$ 111,469,605
Estimated ADA	11,425.26	11,651.97	11,740.00	11,882.39
LCFF Entitlement PER ADA	\$ 8,440	\$ 8,648	\$ 9,158	\$ 9,381
PER ADA Change Over Prior Year Dollar Amount		\$ 207	\$ 511	\$ 223
PER ADA CHANGE OVER PRIOR YEAR PERCENTAGE		2.46%	5.90%	2.44%

CHICO UNIFIED SCHOOL DISTRICT										
CHAPTER 110, CSEA HOURLY SALARY SCHEDULE - 2017-2018										
Eff 7/01/2017 - 2.46% Increase										
STEP	1	2	3	4	5	10	15	20	25	
R A N G E	1	\$12.64	\$13.27	\$13.93	\$14.64	\$15.36	\$16.14	\$16.94	\$17.79	\$19.61
	2	\$12.95	\$13.61	\$14.29	\$14.99	\$15.76	\$16.54	\$17.37	\$18.22	\$20.09
	3	\$13.27	\$13.93	\$14.64	\$15.36	\$16.14	\$16.94	\$17.79	\$18.67	\$20.59
	4	\$13.61	\$14.29	\$14.99	\$15.76	\$16.54	\$17.37	\$18.22	\$19.13	\$21.11
	5	\$13.93	\$14.64	\$15.36	\$16.14	\$16.94	\$17.79	\$18.67	\$19.61	\$21.62
	6	\$14.29	\$14.99	\$15.76	\$16.54	\$17.37	\$18.22	\$19.13	\$20.09	\$22.15
	7	\$14.64	\$15.36	\$16.14	\$16.94	\$17.79	\$18.67	\$19.61	\$20.59	\$22.69
	8	\$14.99	\$15.76	\$16.54	\$17.37	\$18.22	\$19.13	\$20.09	\$21.11	\$23.26
	9	\$15.36	\$16.14	\$16.94	\$17.79	\$18.67	\$19.61	\$20.59	\$21.62	\$23.83
	10	\$15.76	\$16.54	\$17.37	\$18.22	\$19.13	\$20.09	\$21.11	\$22.15	\$24.43
	11	\$16.14	\$16.94	\$17.79	\$18.67	\$19.61	\$20.59	\$21.62	\$22.69	\$25.03
	12	\$16.54	\$17.37	\$18.22	\$19.13	\$20.09	\$21.11	\$22.15	\$23.26	\$25.66
	13	\$16.94	\$17.79	\$18.67	\$19.61	\$20.59	\$21.62	\$22.69	\$23.83	\$26.28
	14	\$17.37	\$18.22	\$19.13	\$20.09	\$21.11	\$22.15	\$23.26	\$24.43	\$26.93
	15	\$17.79	\$18.67	\$19.61	\$20.59	\$21.62	\$22.69	\$23.83	\$25.03	\$27.59
	16	\$18.22	\$19.13	\$20.09	\$21.11	\$22.15	\$23.26	\$24.43	\$25.66	\$28.29
	17	\$18.67	\$19.61	\$20.59	\$21.62	\$22.69	\$23.83	\$25.03	\$26.28	\$28.97
	18	\$19.13	\$20.09	\$21.11	\$22.15	\$23.26	\$24.43	\$25.66	\$26.93	\$29.68
	19	\$19.61	\$20.59	\$21.62	\$22.69	\$23.83	\$25.03	\$26.28	\$27.59	\$30.42
	20	\$20.09	\$21.11	\$22.15	\$23.26	\$24.43	\$25.66	\$26.91	\$28.29	\$31.17
	21	\$20.59	\$21.62	\$22.69	\$23.83	\$25.03	\$26.28	\$27.59	\$28.97	\$31.94
	22	\$21.22	\$22.29	\$23.40	\$24.59	\$25.81	\$27.08	\$28.44	\$29.87	\$32.94
	23	\$21.75	\$22.84	\$23.99	\$25.18	\$26.46	\$27.78	\$29.16	\$30.62	\$33.75
	24	\$22.30	\$23.41	\$24.60	\$25.82	\$27.10	\$28.46	\$29.89	\$31.37	\$34.59
	25	\$22.86	\$24.00	\$25.19	\$26.47	\$27.79	\$29.17	\$30.64	\$32.17	\$35.47
	26	\$23.67	\$24.86	\$26.10	\$27.40	\$28.77	\$30.21	\$31.72	\$33.31	\$36.71
	27	\$24.51	\$25.73	\$27.01	\$28.36	\$29.80	\$31.26	\$32.84	\$34.47	\$38.00
	28	\$25.36	\$26.64	\$27.97	\$29.35	\$30.83	\$32.37	\$34.01	\$35.69	\$39.35
	29	\$26.26	\$27.57	\$28.96	\$30.40	\$31.92	\$33.51	\$35.20	\$36.95	\$40.73
	30	\$27.18	\$28.54	\$29.97	\$31.47	\$33.03	\$34.68	\$36.43	\$38.26	\$42.17
SCHEDULE A-3, Page 1										