

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #312
AND
NOVATO UNIFIED SCHOOL DISTRICT
MAY 6, 2024

The following is a "Package Proposal":

ARTICLE 3. SALARY

3:1 Salary Schedule

The District and CSEA agree to a 15% increase to the 2021-2022 salary schedule for the 2022-2023 school year, retroactive to July 1, 2022 **and agree to a 5% increase to the 2023-2024 salary schedule for the 2023-2024 school year, retroactive to July 1, 2023. Article 3.1 shall be closed for the 2024-2025 school year, unless the District reopens negotiations with NFT for Salary in the 2024-2025 school year. However, if any employee group (NFT) receives a greater settlement than this on-schedule salary increase (the 5% 2023/2024 and 0% 2024/2025 settlement with CSEA), then the corresponding CSEA settlement shall be increased to match the greater settlement with the other employee group.**

3:1.1 **The 2022-2023 and the 2023-2024 negotiated salary increases will be indicated on Appendix B. The on-going Salary Schedule will be restructured effective July 1, 2024 so that ranges equal a 2.5% increase over the next lowest range and steps equal a 5% increase between steps 1 through 6 and a 2.5% increase between steps higher than 6 and the prior step.**

3:2 Placement on Salary Schedule

3:2.2 Former Employees Who Are Rehired

Effective July 1, 2024, unit members who voluntarily resign from employment with the District and are rehired by the District shall bridge their service provided the following conditions are met:

- 1. Unit member must have been employed at least three years prior to resigning their employment;**
- 2. Unit member must have had a satisfactory or better evaluation in their final school year of employment or the most current evaluation on file (if a supervisor has failed to evaluate the employee, it shall be deemed that the employee is satisfactory for purposes of this article);**
- 3. Unit member may only bridge their prior service if rehired within twelve (12) months of resigning their employment;**
- 4. Unit member's seniority date will be the first date in paid status upon rehire and must successfully complete a new probationary period.**

Upon fulfillment of the forgoing conditions, the unit member's current service shall bridge with their prior service: As a result, their step placement when reemployed shall be the same as the step held when they resigned from

employment if hired into their previous job classification, or at least 5% higher than the step they left if hired into a promotional position, and their vacation accrual rate shall be restored to reflect their total bridged service with the District.

3:4 Longevity (Steps Higher than 6)

Effective July 1, 2024, steps above 6 (formerly called longevity) will just be referred to as one of the numbered Steps in the salary schedule. Unit Members shall receive **additional salary increases** in two and a half percent (2.5%) **longevity** increments above Step 6 of the salary schedule beginning on July 1 of the fiscal year in which the Unit Member will complete seven (7) years, ten (10) years, thirteen (13) years, sixteen (16) years, nineteen (19) years, twenty-two (22) years, twenty-five (25), and twenty-eight (28) years **of service**. Such increments **(or steps)** shall be cumulative.

3:5.10 Uniforms and Required Dress and Tools

The parties agree that a sub-committee will meet by May 17, 2024 to review and finalize agreed-upon edits to this section and incorporate those into an MOU to be signed by the parties by June 30, 2024.

3:5.13 Classification/Reclassification

~~Classification/Reclassification Agreement on limited term Memorandum of Understanding (MOU). Appendix I represents the MOU relative to Classification/Reclassification.~~

3.5.13a Placement in class: every position shall be placed in a class.

3:5.13b New Classification: A new classification shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

3:5.13c Definition: ~~Reclassification is a change in range and an upgrading of a position to a higher classification as a result of the increase of the duties and responsibilities being performed by the incumbent(s) in the position~~ **means the upgrading of a position to a higher classification as a result of any of the following:**

- (i) The gradual increase of the duties being performed by the incumbent(s) in such position; [See Ed. Code sec. 45101(f).]**
- (ii) An increase in the complexity of the duties being performed by the incumbent(s);**
- (iii) An increase in the knowledge and skills necessary to perform the duties of the classification;**
- (iv) The range placement is inconsistent with positions of similar responsibility and difficulty in the Novato Unified School District.**

3:5.13d Probationary unit members are not eligible to submit an individual reclassification request, but may be reclassified as part of a group reclassification request.

3:5.13e A temporary increase in workload is NOT considered a valid reason to submit a reclassification request. Substantial additions to workload that become permanent job responsibilities may be considered when a reclass is requested

3:5.13f Request for Reclassification: A unit member is entitled to **may submit a** request that their position be reclassified. The request shall be submitted to the ~~unit member's immediate supervisor~~ **Human Resources Department**. Included in the request should be a rationale for the reclassification and recommended **requested** salary range. The supervisor **Human Resources Department** shall transmit the request to the ~~Human Resources Department~~ **supervisor(s)** with a recommendation for approval or disapproval within ~~fifteen (15)~~ **five (5)** working days of the request. **The supervisor shall have five (5) working days to complete their analysis of the classification in light of the reclassification request based on the criteria in 3:5.13c (i)-(iv), using a form approved by the District and CSEA which shall be completed and returned to Human Resources within this time period. Human Resources will thereafter supply a copy of the request and the supervisor's response to the CSEA President or designee; if the supervisor is unavailable, Human Resources shall complete the analysis.** ~~who will provide a copy to CSEA. Within fifteen (15) days of receipt of the request, the Superintendent or designee shall approve or deny the request. If the Superintendent or designee denies the request, the Superintendent or designee~~ **Human Resources** shall convene a review panel **three (3) times a year per the schedule in 3:5.13g below.** ~~within sixty (60) days of receipt of the recommendation.~~ **Human Resources shall transmit a complete reclassification packet to each panelist at least five (5) working days prior to the date upon which the panel is scheduled to meet.** Adjustments to classifications that occur as a result of the article shall be effective as of the following July 1st, except where the District or panel determines that the new pay range should be retroactively applied. A unit member that is successful in their reclassification request may not request another reclassification in their position for ~~three (3) years.~~

3:5.13g Reclassification requests will be accepted from September 1 thru February 28 of each school year. Requests received between September 1 and November 1 will be reviewed by December 15. Requests received November 2 thru December 31 will be reviewed by February 15. Requests received January 2 thru February 28 will be reviewed by April 15. Reclassification requests shall be reviewed by a panel that shall be composed of two (2) CSEA appointees, and two (2) District appointees, and a neutral fifth panel member agreed upon by CSEA and the District. The cost of the neutral appointee shall be shared by the District and CSEA. If the unit member(s) requesting the reclassification desire(s) the opportunity to present their information personally to the panel, they shall be provided that opportunity. **Three (3) of the five (5) panel members must agree for a reclassification to be either recommended or rejected. All panel members shall sign the decision.** A unit member that is successful in their reclassification request may not request another reclassification in their position ~~Once a position has been reclassified, it shall not be considered for reclassification for three (3) years. "Reclassified" is defined as approval by the panel and passing CSEA's Policy 610 procedure.~~ ~~If the panel is unable to reach agreement, the four members of the panel will select a neutral as the fifth panel member.~~

3:5.13h The recommendation of the panel **including any changes to the job description** shall be subject to ratification and approval by the parties **CSEA and the District Governing Board. Any adjustment in salary will be** and implemented as of July 1 of the following **retroactive to the 1st of the month the reclass panel was held.** ~~fiscal year except where the panel determines that the new pay range should be retroactively applied.~~

3:5.13i Reclassification Salary: Upon re-classification upward of position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s), and shall retain their previous step. Reclassification shall not change a unit member's anniversary date.

3:8 Salary Equity Committee

The District and CSEA agree to a Salary Equity Committee. The **primary** role of the committee ~~will be~~ **is** to analyze the **NUSD Classified** salary schedule to determine if **the salary ranges for NUSD** job classifications are ~~out of line~~ **inconsistent** with similar job classifications in the agreed-upon comparison districts (see Article 3:7). **The committee will also review District compensation for all bargaining unit job classifications on a regular basis, including the review and updating of job descriptions.** The Salary Equity Committee shall be convened upon mutual agreement, **but at least once per school year.** The Salary Equity Committee shall be composed of **equal membership of up to three (3)** ~~two (2)~~ District appointees, **and up to three (3)** ~~two (2)~~ CSEA appointees. If the panel is unable to reach agreement, the ~~four~~ members of the panel will select a neutral as the ~~fifth~~ additional panel member.

The cost (if any) of the neutral appointee shall be shared by the District and CSEA. The findings of this committee shall be subject to ratification and approval by the parties and will be implemented as of July 1 of the following fiscal year. For the purposes of the Salary Equity Committee, all job classifications are open to review

ARTICLE 4: HOURS AND OVERTIME

4:6 Overtime

Overtime shall only include work authorized in advance and approved by the immediate supervisor/designee.

4:6.4c A unit member ~~may~~ **shall** request the method by which overtime shall be compensated (cash or compensating time off); the District will comply whenever possible. **When no selection is made, the employee will be paid cash compensation.**

4:11 Maintenance Stand-by

Stand-by time shall begin at three-thirty (3:30) p.m. on Friday and end at three-thirty (3:30) p.m. the following Friday and shall include all time the Operations Division is closed. Unit members on stand-by shall receive a stipend of three hundred dollars (\$300.00) per week. All callback time shall be paid in accordance with Section 4:10 of this Contract. **Regardless of their current job classification, a unit member on-call shall be paid at a minimum of the current Craftworker II pay range and the unit member's current step.** A unit member on stand-by must be able to respond promptly and perform the duties of their job if called. These unit members will be eligible to submit for mileage in accordance with Article 3:5.4.

4:12 Bus Drivers & Mechanics

The parties agree that a sub-committee will meet to review and finalize agreed-upon edits to this section and incorporate those into an MOU to be signed by the parties by June 30, 2024.

4:13 ~~Translation~~ Bilingual Spanish Stipend

4:13.1 Effective July 1, 2024, based on the identified need for bilingual and biliterate service in Spanish, the Superintendent or designee may employ a qualified unit member. The District shall maintain full discretion over the identification and selection of unit members performing these services. The District's Human Resources Department will establish minimum standards for bilingual, biliterate or translation services in the form of a written and oral assessment conducted during the formal interview process for new hires. Unit members employed prior to July 1, 2024 will be deemed qualified and not subject to assessment if they are employed as a Bilingual Community Liaison or their supervisor verifies their eligibility on the Bilingual Spanish Stipend Request form.

4:13.2 Unit members who demonstrate the skills to communicate in Spanish, both orally and in writing, necessary to maintain a smooth functioning school environment and who serve in this capacity during their regular work hours will receive an annual stipend of \$1,000 (prorated for part-time unit members), paid monthly as part of their regular payroll. Staff serving as a Bilingual Community Liaison or Paraeducator – Multilingual Learner are eligible for the Bilingual Stipend, despite the requirement for bilingual Spanish skills as part of their job descriptions.

4:13.3 Unit members who wish to be considered for this annual stipend shall complete the Bilingual Stipend Request form and submit it to their site or department administrator for approval and then submit the form to Human Resources. Should a unit member decide they no longer wish to receive the stipend, they shall complete the same form to discontinue the stipend.

~~—————The District shall pay additional compensation to Unit Members whose regular job description does not include translation services and who in the course of their regular job duties are asked to provide translation services for the District in a language other than English.~~

~~Such Members may provide translation services, with the prior approval of the administrator requesting these services. Services include but are not limited to verbal translations for conferences and meetings, written translations for school to home communications, and other day-to-day services approved by the administrator requesting these services.~~

~~A time sheet shall be maintained by the Unit Member for bilingual translation services, indicating the time of day, the amount of time and type of bilingual service provided. The time sheet shall be approved by the administrator requesting these services.~~

~~When providing approved translation service during the Unit Member's regular work hours, the Unit Member shall be paid an additional half (½) time their regular hourly rate. Hours worked after the unit member's regular work hours shall be paid at a rate equal to one and one-half (1½) times the unit member's regular rate of pay.~~

ARTICLE 5: EMPLOYEE BENEFITS

5:2.2 Vision service for unit members and dependents (required). Vision coverage shall be that provided by Vision Service Plan **which will include a unit-member option to get new frames and lenses every 12 months.**

5:2.4 The following maximum monthly contribution by the District (i.e. District cap) to medical coverage for each unit member shall become effective July 1, ~~2023~~ **2024**. Premium rates and district contribution shall **be increased by 5% above the prior year (2023/2024)**; this information will be outlined in Appendix C. **Article 5:2.4 shall be closed for the 2024-2025 school year. However, if any employee group (NFT) receives a greater settlement on a Health and Welfare Cap, the following settlement with CSEA shall be increased to match the greater settlement with the other employee group.**

- Employee Only ~~\$650.00~~ **\$683**
- Employee + 1 ~~\$1100.00~~ **\$1,155**
- Employee + 2 or more ~~\$1300.00~~ **\$1,365**

8:10 Long Term Leave

8:10.1 After ~~seven (7)~~ **four (4) years** of non-consecutive continuous satisfactory service, a unit member is eligible to request of the Board of Trustees a leave of absence for a period of not more than one year. No compensation or employee benefits shall be paid for this leave. Unit members may come back early under Article 8:11.4 of this Contract.

8:11 Miscellaneous Provisions

8:11.4 A unit member may prematurely terminate an unpaid leave and return to duties with the District by notifying the District, in writing, of such intention ~~thirty-five (35)~~ **sixty (60)** calendar days prior to the unit member's desired date to return to work.

8:11.5 Notification of Return to District

A unit member who is on leave must give the District ~~forty-five (45)~~ **sixty (60)** days' notice of their intention to return to the District at the end of the leave period. Such notification shall be in the form of a letter to the Board of Trustees.

ARTICLE 12: EVALUATION

The parties agree to a new Classified Performance Appraisal form (attached and to be incorporated as Exhibit H of the Collective Bargaining Agreement) and separate Classified Performance Appraisal Process & Timeline document (attached and to be incorporated as Exhibit I of the Collective Bargaining Agreement).

ARTICLE 22. DURATION and REOPENERS

22:2 Reopeners

See Article 3:1 in this Tentative Agreement regarding the status of Salary Reopeners for 2024-2025. The parties agree that up to two (2) articles other than Salary & Benefits may still be submitted as Reopeners for 2024-2025.


This Tentative Agreement is entered into by the parties on May 6, 2024.

For CSEA:


Stan Bransgrove, CSEA Regional Rep


Sara Kram, President


Janice Blair


Gina Wildman

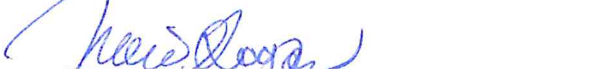
For NUSD:


Francesca Whitcomb, Lead Negotiator


Joshua Braff


Barbara Vrankovich

Harold Amador


Nellie Gogas


Don Nicodemus

Date: 5/6/24

Date: 5/6/24

