

TENTATIVE AGREEMENT

Between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SAUGUS CHAPTER #112

And the
SAUGUS UNION SCHOOL DISTRICT

May 1st, 2020

The following Tentative Agreement reflects the full and complete agreement of the California School Employees Association and its Saugus Chapter #112 (hereinafter "Association") and the Saugus Union School District (hereinafter "District") regarding the 2019-2020 successor negotiations.

The parties agree to the following terms and attached article changes to take effect upon ratification of this Tentative Agreement by the parties:

1. The parties agree that this agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022, and shall remain in effect on a day-to-day basis until a successor Agreement is reached between the District and CSEA, with two (2) reopeners for each party the second (2nd) and third (3rd) years of the contract, in addition to salary and benefits. Additional reopeners by mutual agreement.
2. In the event any other bargaining unit receives an increase in Salary or in their Health and Welfare benefits cap, for the 2019-2020 school year, the parties agree to renegotiate Article 21 Salary and Article 27 Health and Welfare Benefits.
3. The parties agree that married couples/domestic partners will be able to combine the District Contribution of \$7800 annually beginning January 1, 2020.
4. Disputes regarding this Tentative Agreement shall be resolved via the Collective Bargaining Agreement grievance procedure.
5. This Agreement becomes final upon ratification of the Association membership (pursuant to Association Policy 610) and adoption by the Saugus Union School Board.

Dated: 5/11/2020 _____

FOR THE ASSOCIATION:

DocuSigned by:
Jim Sandefur
65C7A077EABE418...

Jim Sandefur

Chapter President
CSEA Chapter 112

DocuSigned by:
Jessica Morrow
225CC8EEA30242E...

Jessica Morrow

Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:

DocuSigned by:
Jennifer Stevenson
27644F060525402...

Jennifer Stevenson

Assistant Superintendent
Saugus Union School District

Tentative Agreement
California School Employees Association
and its Saugus Chapter #112
Proposal
To Saugus Unified School District

CSEA Proposal
November 7, 2019
11:13 A.M.

Article 3 - Definitions

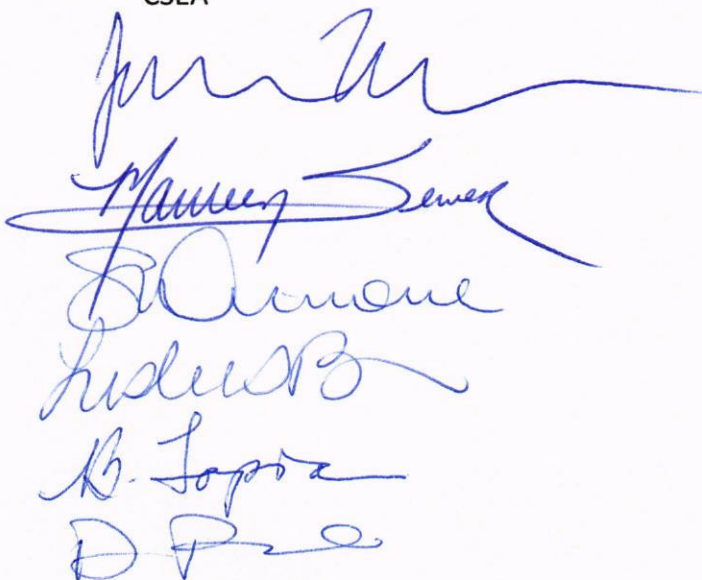
Probationary Employee – Beginning ~~July 1, 2016~~ **January 1, 2020** any employee of the classified service who has served successfully for ~~twelve (12)~~ **six (6)** months as a probationary employee shall be designated a permanent employee of the District. **Employees hired before January 1, 2020 will remain probationary employees for twelve (12) months.**

Article 15 - Evaluations

15.3 - All classified probationary employees will be evaluated two (2) times during their probationary. The second evaluation will be made prior to the end of the ~~twelve (12)~~ **six (6)** month probationary period and the recommendation for or against permanency will be made as a result of the evaluations. **The six (6) month probationary period will apply to all classified employees hired on or after January 1, 2020.**

All Representatives Must Sign & Date Below:

CSEA


A list of five handwritten signatures in blue ink, representing the CSEA representatives. The signatures are written in a cursive style.

District


A list of four handwritten signatures in blue ink, representing the District representatives. The signatures are written in a cursive style.

Tentative Agreement
Saugus Unified School District
Proposal
To California School Employees Association
and its Saugus Chapter #112

May 1, 2019

1:15 P.M.

Article 7 - Organizational Security

It is the mutual intention of the parties that the provisions of this Article protect the rights of ~~bargaining unit~~ CSEA members. ~~of individual unit members without restricting the Association's right to require every unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.~~

7.1 The District and Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

~~7.2 The Association shall have the sole and exclusive right to have membership dues deducted for Association members covered by this Agreement with the District. Remittance shall be made by the District to the Association within fifteen (15) working days of the deduction as set forth in 7.3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.~~

7.3 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District, through the Association, a monthly payroll deduction assignment form authorizing deduction of Association membership dues in the amount authorized by the unit member. Such written authorization for deduction must be received by the District before the tenth (10th) day of the current month in order to take effect during the current pay period.

7.4 With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. The District shall refer all employee questions about CSEA or dues

over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

~~7.5 Upon appropriate written authorization from the unit members, the District shall deduct from the salary of any unit member and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs mutually approved by the District and CSEA. Bargaining unit members shall be accorded the right to other deductions as specified in the Education Code, except where CSEA has legal right to take unilateral action.~~

~~7.6 Agency Shop: Except as expressly exempted herein, employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.~~

~~No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.~~

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one (1) of the following non-religious, non-labor organization, charitable funds exempt for taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code: Food Pantry, Battered Women of the SCV, or the American Cancer Society.~~

~~Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.~~

~~CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer. for employees in the bargaining unit.~~

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.

~~The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues,~~

~~service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the employee.~~

The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, ~~except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.~~

Membership Information

Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, ~~and whether such deduction is for dues, service fees or charitable contributions.~~ Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

~~The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.~~

~~The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.~~

All Representatives Must Sign & Date Below:

CSEA:

B. Lopez
JM
Charlotte Blackmon 5/1/19
D. Pre
Antonio Wong

District:

W. R. 5/1/19
Bland 5/1/19
[Signature] 5-1-19
[Signature] 5/1/19
[Signature] 5/1/19

Tentative Agreement
California School Employees Association
and its Saugus Chapter #112
Proposal
To Saugus Unified School District

CSEA Proposal
May 21, 2019
___:___ P.M.

Article 10 - Hours of Employment

10.6 Overtime

10.6.1 Overtime compensation shall be provided to employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in a calendar week. The employee shall be compensated equal to time and one-half of the regular rate of pay.

10.7 Distribution of Overtime

10.7.1 Overtime shall be distributed as equally as possible to qualified employees in the bargaining unit within each classification or job site.

Maintenance and Operations employees may occasionally have the opportunity to work overtime. Site supervisors shall assign them overtime on a rotational basis starting with the most senior unit member in that job family. For rotational purposes only, if an eligible unit member declines the overtime opportunity, the unit member will be treated as if he/she accepted the overtime and be placed at the bottom of the list. If the overtime assignment is cancelled after he/she has already accepted the assignment they will not lose their place on the rotation list and be offered the next available overtime assignment. A unit member is not eligible for overtime if he/she is working in his/her District position when the overtime would have to be performed. In such situations, the unit member will not lose their place on the rotation list.

The District shall maintain records of overtime that is offered to unit members. These records shall be available for unit member inspection upon request.

~~**10.7.2** Refusal by an employee in the bargaining unit of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment.~~

10.11 Declared Emergency/Natural Disaster/Lockdown

- Classified employees who were directed to work by a Cabinet member on these days will be paid a total of two (2) times their hourly rate in effect at that time for the hours actually worked.

In the event the Campus is on a lockdown and bargaining unit members are directed to remain on campus, they shall be compensated.

10.12 Increases in Hours

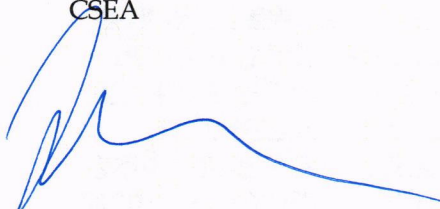
The District may permanently increase the work hours of bargaining unit members with agreement of the affected bargaining unit member.

If the affected bargaining unit member does not agree to the increase in hours the District shall bring the increase to the CSEA President, CSEA Lead Negotiator, or designee for the purposes of bargaining.


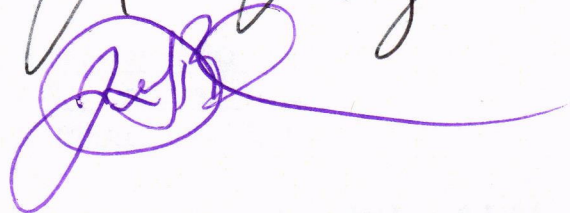
A classified employee who works a minimum of 30 minutes per day in excess of his or her part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

All Representatives Must Sign & Date Below:

CSEA


B. J. ...
Richard B.
Alvin Alan Ware
Charlotte Black-Mun
D. ...

District


Bland
K. ...


Tentative Agreement
Saugus Unified School District
Proposal
To California School Employees Association
and its Saugus Chapter #112

May 1, 2019


2:15 P.M.

Article 13 – Retraining, Study Leave, and In-Service Training

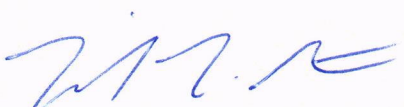



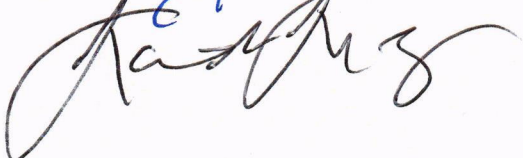
The District shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. This program will be designed on a yearly basis by a committee made up of two (2) representatives from CSEA, two (2) from Administration and the Assistant Superintendent ~~of Business Services~~ **of Human Resources, or his/her designee. In-service training paid for with Supplemental Funds shall be determined through the Local Control Accountability Plan (LCAP) committee process.** Whenever possible, training shall be conducted during regular working hours. Additional in-service training may be provided by the individual departments within the District. When training runs past the normal day, the district shall compensate the employee with overtime.

All Representatives Must Sign & Date Below:

CSEA:


Barbara Lopez 5.1.19
Charlotte Blackman 5/1/19
Dae Drea
Antonio Arana
Calvin Alvarado 5/1/19

District:

 5/1/19
 5/1/19
 5-1-19
 5/1/19
 5/1/19

Saugus Union School District

Tentative Agreement

California School Employees Association

and its Saugus Chapter #112

CSEA Proposal

May 6th, 2019

11:17 A.M

Article 14 - Transfers

14.3 Employee Initiated Transfer Requests

Any employee covered by the Agreement shall have the privilege of requesting a transfer to any job location within the same position classification.

- An employee may submit a transfer request ~~for the following school year,~~ on **the** appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for ~~six (6)~~ **twelve (12)** months from date submitted to the Assistant Superintendent of Human Resources, Superintendent, or his/her designee. ~~A request for transfer for medical reasons can be made at any time.~~
- An employee's request for transfer shall bear the signature of that employee's present immediate supervisor. Such signature is acknowledgment only that the immediate supervisor has been informed of the employee's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the immediate supervisor, nor may the acknowledgment be withheld by the immediate supervisor.
- The filing of a request for transfer is without prejudice to the employee and shall not jeopardize ~~the~~ present **or future** assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
- The Assistant Superintendent of Human Resources, ~~Superintendent,~~ or his/her designee shall notify appropriate immediate supervisor(s) of employee requests for transfer. If requested vacancies develop, administrative consideration shall be given **first to those employees in the position classification who are requesting a lateral transfer.** ~~to all employees who submitted properly completed transfer requests for such vacancies.~~

- The District shall provide the employee, and the appropriate immediate supervisor, official notification of the disposition of the voluntary transfer request.
- Employees seeking to transfer within the same position classification shall not be required to re-qualify for the position.
- Any bargaining unit member may request from the Assistant Superintendent of Human Resources, or his/her designee, a written statement of reason for the denial.

14.4 Employer Initiated Transfers

In order to balance the classified staff the District may consider experience in transfer decisions.

A transfer may be made by the District at any time for any of the following reasons:

- A change of enrollment or workload necessitating transfer of classified staff
- Improved efficiency of the District
- Reassignment of member of immediate family. Members of the immediate family who are employed by the District may be assigned to the same school or work location at the discretion of the Superintendent or designee.
- An opportunity to evaluate an employee in a different school or location
- Significant personality conflicts
- To meet student needs
- To provide opportunities for growth in a new environment

An employee may request a written statement regarding reasons for the involuntary transfer. The District will make every effort to notify employees at least 2 days prior to the effective date of the transfer barring any unforeseen or emergency circumstance. The SUSD shall not act in a manner that is arbitrary, capricious or discriminatory when implementing involuntary transfers.

All Representatives Must Sign & Date Below:

CSEA

[Handwritten signature]
[Handwritten signature]
 Dae Dea
 Antonio Wong
 Charlotte Black-Man

District

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Saugus Union School District
Tentative Agreement
California School Employees Association
and its Saugus Chapter #112

CSEA Proposal

May 6th, 2019

11:15 A.M

Article 18 – Property Damage

Personal items (such as clothing, watches, eyeglasses, hearing aides, etc.) that have been damaged or destroyed in the performance of duties shall be reimbursed by the District to a maximum of five hundred dollars (\$500) per occurrence. **Damage or loss must be due to specific, unexpected incident or accident, not wear and tear that occurs over time.** Verification of work-related loss shall be made by the Director of Safety and Risk Management **or designee.** Proof of the loss/damage shall be required. Any money recovered through insurance shall be deducted from the amount due. An employee may make not more than one claim per school year **unless otherwise agreed to by the District and the Association.** The total amount that may be recovered district-wide pursuant to this article shall not exceed five thousand dollars (\$5000) per school year. Any amounts unused during the school year may not be carried over to a subsequent school year.

All Representatives Must Sign & Date Below:

CSEA

[Handwritten signatures for CSEA representatives]
K. L. ...
B. ...
Charlotte Black-Munro
M. ...
Antonio ...
D. ...

District

[Handwritten signatures for District representatives]
W. ...
K. ...
B. ...
J. ...



SUSD Proposal to CSEA and its Chapter 112

January 27, 2020 (11:55am)

Article 22 - Reclassification

Definition

“**Reclassification**” is the change of a position from one classification to another as a result of the gradual accretion (accumulation) of duties/functions being performed by the incumbent in the position.

It is primarily the responsibility of the incumbent’s supervisor to ensure that the job description accurately reflects the functions performed by the employee. Supervisors may bring classification concerns to the attention of the Assistant Superintendent of Human Resources at any time.

Secondarily, it is the incumbent’s obligation to timely bring to his/her immediate supervisor concerns regarding the duties he/she is being asked to perform. **Any unit member who has held a position for eighteen (18) months may request reclassification.**

Reclassification is an ~~ongoing annual~~ process ~~with no annual deadline, but strict~~ timelines are designed to facilitate dialog and remediation of classification issues as ~~rapidly~~ efficiently as possible. The following reclassification procedure is designed to provide employees an opportunity to be considered for reclassification.

Reclassification is a method for redefining individual positions based on:

- Significantly increased duties and responsibilities
- Significantly increased skill level requirements

Reclassification is not:

- A reward for good work
- A reward for hard work
- A solution to the problem of too much work
- The correct approach for arguing that “all (people in a certain job group) should be paid more because their counterparts somewhere else make more money”

To petition for reclassification you must show how your position has significantly changed with respect to new duties, skill level, or responsibility.

Procedure:

August 1st – September 30th

1. Review your current job description (available on the District website) and compare it to the job functions you currently perform.
2. Complete the Reclassification Review Request Form and submit to the Reclassification Committee.
- ~~3. Meet with your immediate Supervisor and share your review.~~
- ~~4. The supervisor will complete the Supervisor Reclassification review form and forward it along with the Bargaining Unit Member's Reclassification Review Form to the Reclassification committee for review.~~

October 1st - October 31st November 30th

- ~~5. Your Supervisor will consider your request and then complete the Supervisor Reclassification Review within 30 days.~~
- ~~6. Your Supervisor will meet with you and present his/her review, and then forward a copy to Assistant Superintendent, Human Resources.~~
- ~~7. If your Supervisor supports your request for reclassification, the Assistant Superintendent of Human Resources will present your reclassification request to Cabinet. If Cabinet's review is favorable, the District will contact CSEA within 30 days to consult and/or negotiate the appropriate modifications. The Assistant Superintendent will forward the Supervisor Reclassification Review to the Reclassification Committee for review.~~

November 1st - November 30th

- ~~8. If your Supervisor's or Cabinet's review is unfavorable, you may appeal to CSEA within 10 days. The Reclassification Committee will review reclassification requests including, but not limited to, a review of job descriptions, salary surveys, and internal/external parity.~~
- ~~9. The Reclassification Committee will recommend revisions to job descriptions and salary placement to Cabinet.~~
- ~~10. Cabinet will review reclassification recommendations. If approved by Cabinet, recommendations will go to the Governing Board for consideration at the next available meeting of the Governing Board.~~
1. The Bargaining Unit Member and Supervisor will meet with the Reclassification Committee, separately, to review the request.

2. The Reclassification Committee, with guidance from the Assistant Superintendent of Human Resources (or Human Resources designee), will review reclassification requests including, but not limited to, a review of job descriptions, salary surveys, and internal/external parity.
3. If the Reclassification Committee believes the bargaining unit member should be reclassified, they will submit their findings to the Superintendent for review.
4. If the Superintendent determines the bargaining unit member should be reclassified, he/she will submit the recommendation to the Governing Board for ratification.
5. If the Reclassification Committee decides a reclassification is not warranted, they will notify the bargaining unit member within 10 days of their decision.

Appeal Process:

1. ~~CSEA may elect to appeal the determination to the Assistant Superintendent of Human Resources within 30 days of the employee's notification of denial. The unit member of the District may file an appeal, in writing, within thirty (30) days of the notification of the outcome of the reclassification request with the Assistant Superintendent of Human Resources.~~
2. The Assistant Superintendent of Human Resources will direct the appeal to the appropriate party:
3. ~~The Reclassification Committee will review all appeals and respond, in writing, within thirty (30) days.~~
 - a. Appeals of the Reclassification Committee's decision will be submitted to the Superintendent. If the Superintendent determines the Bargaining Unit member should be reclassified, he/she will submit the recommendation to the Governing Board for ratification at the next available Board meeting. If the Superintendent determines the Bargaining Unit Member should NOT be reclassified, the Superintendent's decision is final.
 - b. Appeals of the Superintendent's decision will be submitted to the Governing Board at the next available Board meeting. The Reclassification Committee's recommendation and the Superintendent's decision will be submitted to the Governing Board for consideration along with the Bargaining Unit Member's appeal.
4. ~~The appeal recommendation will be reviewed by Cabinet and submitted to the Governing Board.~~
5. All reclassifications are subject to the approval of the Governing Board.
6. Reclassifications will be effective January 1st of the current school year.

Potential Determinations Outcomes:

1. You are not working outside of your classification.

2. You are performing duties outside of your classification that you should not be performing and must cease doing so.
3. You are performing duties outside of your **classification** job description which requires that your job description be revised.
4. You are performing duties outside of your classification which requires a revision of your job description and commensurate salary upgrade.

An employee that avails him/herself of the reclassification process is not eligible for reconsideration for ~~a period of two years from the date the final determination is transmitted to the employee~~ from the date of the original submission.

Reclassification Committee:

The Reclassification committee shall be made up of five (5) members; two (2) members representing classified personnel selected by the chapter president or designee, and two (2) members representing administrative personnel selected by the Superintendent or designee. The Assistant Superintendent of Human Resources (or designee) will serve as the fifth (5th) member of the committee for the purpose of making a final recommendation if a consensus cannot met by the other members of the committee.

All Representatives Must Sign & Date Below:

CSEA

Jessie M...
 1/27/2020
 D...
 ...
 ...
 B. Lopez

District

B... 1-27-2020
 W... 1/27/20
 ... 1/27/2020
 ...

Tentative Agreement
Saugus Unified School District
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To California School Employees Association
and its Saugus Chapter #112

May 1, 2019

1:15 P.M.

Article 28 – Retirement Health Benefits
Cash in Lieu of Benefits for Eligible Retirees

Retirees who are eligible for health insurance and show evidence of being covered through a spouse's employer, may waive medical insurance and receive up to ~~\$3,000~~ \$3250 per year in lieu of health benefits. The same percentage rates of premiums paid for retirees will be adjusted to the amount of cash retirees receive per year.

All Representatives Must Sign & Date Below:

CSEA: Calvin Alan Wan 5/1/19
Antonio Arona
D
Charlotte Black-Mun 5/1/19
Jim M 5/1/19
Barbara Fopia 5-1-19

District:
W. 5/1/19
Nick 5/1/19
Tangy 5/1/19
A. 5-1-19
Blans 5-1-19