

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.2

Meeting Date: September 15, 2016

<u>Subject</u>: Approve Ratification of the Tentative Agreement with Bargaining Unit – Classified Supervisor Association (CSA)

Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: _____) Conference/Action Action Public Hearing

Division: Human Resource Services

Recommendation: Approve Ratification of the Tentative Agreement with Bargaining Unit – Classified Supervisor Association (CSA)

Background/Rationale: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing boards, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

- 1. Executive Summary
- 2. Tentative Agreement

Estimated Time of Presentation: 2 minutes Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: José L. Banda, Superintendent

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I. OVERVIEW / HISTORY

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The cost of the terms for the years of the agreement must be presented to the public prior to the final approval.

II. DRIVING GOVERNANCE

- Board Policy Administrative Regulation 4243.1 Public Notice Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 Before a public school employer enters into a written
 agreement with an exclusive representative covering matters within the scope of
 representation, the major provisions of the agreement, including, but not limited to,
 the costs that would be incurred by the public school employer under the
 agreement for the current and subsequent fiscal years, shall be disclosed at a public
 meeting of the public school employer in a format established for this purpose by
 the Superintendent of Public Instruction.
- Government Code 3540.2 A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. BUDGET

See attached tentative agreement.

IV. GOALS, OBJECTIVES, AND MEASURES

Classified Supervisors Association ("CSA") and the Sacramento City Unified School District ("District"), collectively referred to as the "Parties" negotiated in good faith to reach a Tentative Agreement ("TA") on the 2015-16 re-opener, as set forth in Attachment B.

V. MAJOR INITIATIVES

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Classified Supervisors Association ("CSA")

The key provisions of the Tentative Agreement with CSA are summarized as follows:

Compensation

- Effective January 1, 2016, CSA salary schedule will increase by an additional 2.5%.
- Reduce the number of Emergency Day allowances from 3 days to 1 day per school year.
- Reduce the District's unfunded liability by allowing unit members to cash out vacation in lieu of utilizing them. Increase the maximum number of days for cash out from 10 days to 12 days per school year.
- The CSA contract expires June 30, 2017; however, the current contract shall remain in effect beyond its expiration date, in the event that a successor agreement cannot be agreed to.

VI. RESULTS

Good faith bargaining between the Parties resulted in a signed TA between CSA and the District.

VII. LESSONS LEARNED / NEXT STEPS

Approve Tentative Agreement with bargaining unit CSA.

Agreement Between Classified Supervisors Association And Sacramento City Unified School District

This Tentative Agreement "TA" is made and entered into between Sacramento City Unified School District ("District") and the Classified Supervisors Association ("CSA"), collectively referred to herein as the "Parties." The Parties reach this TA as part of their previously agreed upon reopener for the 2015-16 school year.

Except as expressly provided herein, the current collective bargaining agreement between the parties ("CBA"), including all terms and conditions of the parties' current collective bargaining agreement not otherwise modified by this Tentative Agreement, shall be continued without modification through June 30, 2017.

Article 6 – Compensation

a. Effective January 1, 2016, CSA salary schedules will increase by an additional 2.5 percent. This additional increase is the result of a conditional agreement to include a decrease in the number of emergency days currently available to unit members from three (3) days to one (1) day and an increase in the number of vacation days to be cashed out from ten (10) days to twelve (12) days in order to help address the unfunded liability.

Article 11 – Vacations

The Parties agree to amend Article 11 Section 11.2.3 as noted above, to read as follows:

Employees with accumulated vacation shall be allowed to cash out up to twelve (12) days each year. Employees desiring to cash out vacation may do so by providing written notification to Payroll by completing the Request for Vacation Cash Out Form. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.

Article 12 – Leaves

The Parties agree to amend Article 12 Section 12.6 as noted above, to read as follows:

A maximum absence of one (1) day with full pay during any one (1) school year shall be authorized for the sudden and unexpected illness or injury requiring the presence of the permanent or probationary employee for emergency care or attendance of an ill or injured member of the immediate family.

The current contract shall remain in effect beyond its expiration date, in the event that a successor agreement cannot be agreed to.

The tentative agreement shall not be effective until and unless it has been ratified by CSA and approved by the District's Board of Education. The CSA and District

bargaining team acknowledge that by their signatures below they are entering into a good faith commitment to support this Agreement and take whatever actions are necessary to obtain the approval of the parties they represent.

For the District: For CSA: 11 Date: August 3/ , 2016 Date: August <u></u>, 2016