

**Newport-Mesa Unified School District  
And  
California School Employees Association and Its Newport-Mesa Chapter #18  
Tentative Agreement**

August 27, 2020

The Parties have reached a tentative agreement for contract amendments to the current bargaining agreement and recommend ratification of the tentative agreement to the CSEA Chapter #18 membership and to the Board of Education. This tentative agreement upon ratification will conclude negotiations between the CSEA and its Newport-Mesa Chapter #18 and the District for fiscal year 2020-21.

**ARTICLE 5. SAFETY**

**5.6 Reasonable Suspicion Testing/Post Accident**

CSEA #18 and the District agree the safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or ~~illegal~~ **controlled** substance abuse among all employees. The District and CSEA #18 further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or ~~illegal drug use~~ **controlled substance abuse**.

**5.6.1 Application**

This section applies to ~~both~~ all classified bargaining unit ~~and non-bargaining unit~~ employees.

**5.6.2 Notice**

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing that they are subject to reasonable suspicion and/or post-accident testing while on duty. The notice shall state that the only such tests required by the employer are same as those required by the employer specified in Title 49 of the Code of Federal Regulations, Part 382. Employees driving district vehicles will be provided annual training on District Vehicle Accident procedures.

**5.6.3 Reasonable Suspicion Testing**

**5.6.3.6** A written record of the reasonable suspicion observations, dated and signed by ~~all employees~~ **the administrator** making the observations, must be made within 24 hours. **The report shall contain what was observed directly by the administrator as well as what was reported by others.** ~~or before the results of the test are released, whichever is earlier.~~ A copy of this record will be given to the employee **upon request after** ~~when~~ the results of the test are released. **Names of specific witnesses may be redacted in the record when furnished to the employee who was observed.**

## 5.6.7 Disciplinary Action for Prohibited Conduct

All classified employees are subject to discipline up to and including suspension and/or immediate termination of employment as is appropriate in accordance with applicable law and District policies and procedures. Severity of the disciplinary action will be based on the circumstances of the infraction and prior work history, including prior disciplinary action(s) of the employee. Disciplinary guidelines for prohibited conduct are as follows:

### 5.6.6.1 Drug Testing

	<u>First Offense</u>	<u>Second Offense</u>
(1) Refusal to provide a urine sample when required;	Suspension <del>or Insubordination</del> <b><u>Will be treated as a positive test result</u></b>	Resignation or Termination <b><u>Will be treated as a positive test result</u></b>
(2) Substituting, adulterating or otherwise tampering with a urine sample, testing equipment or related paraphernalia; and	Resignation or Termination	
(3) Unauthorized possession and/or disclosure of any <b><u>controlled substance or related paraphernalia.</u></b>	Reprimand to termination	3 days suspension to <b><u>termination</u></b>
(4) Use of, or being under the influence of a controlled substance, as determined by a positive test result.	5 days suspension, successful completion of rehabilitation.	Resignation or Termination

### 5.6.6.2 Alcohol

	<u>First Offense</u>	<u>Second Offense</u>
(1) Refusal to submit to evidential breath test;	Suspension <del>or Insubordination</del> <b><u>Will be treated as a positive test result</u></b>	Resignation or Termination <b><u>Will be treated as a positive test result</u></b>

- |  |   |                                     |
|--|---|-------------------------------------|
| (2) Use of, or being under the influence of alcohol on duty with a level of BAC; and             | 24 hours unpaid leave referral to an intervention program   | 5 days suspension up to termination |
| (3) Use of, or being under the influence of alcohol on duty with a .08 or above BAC test result. | 5 days suspension, successful completion of rehabilitation. | Resignation or Termination          |

## ARTICLE 8. LEAVES

### 13.12. Vacation Leave

8.12.1 ~~If the District is unable to approve vacation time off during the work year, the employee may request and receive vacation pay in lieu of days off. Vacation pay in lieu of days off may be used when approved by the immediate supervisor. All requests for vacation pay in lieu of days off must be in writing and must be submitted no less than thirty (30) days in advance of the expected pay period.~~

**If the District is unable to approve vacation time off during the work year, the employee will receive vacation pay in lieu of days off for days beyond the allowable maximum accumulation (Article 8.12.6).**

## ARTICLE 11. WAGES

11.1 The parties have agreed to a ~~3.5%~~ **1.0% of base salary off schedule payment on the CSEA salary schedule for 2019-2020 2020-2021 fiscal year. effective September 1, 2019. In addition, each unit member based on their prime position only, will receive the following one-time stipend as indicated in the chart below, to maintain connection with the District when not required to report to the work site. Employees will use their own personal devices, such as a cell phone, computer, or tablet to be reachable, check and respond to email, respond to text and phone calls, participate in assigned on-line trainings/meeting during work hours. The payment will be paid to permanent and probationary unit members who are in paid status at the point of Board approval. Payment will be received as soon as practical.**

<u>Less than 4 hours/day</u>	<u>4 to 5.99 hours/day</u>	<u>6 hours/day</u>	<u>Greater than 6 hour/day</u>
<b><u>\$200.00</u></b>	<b><u>\$300.00</u></b>	<b><u>\$400.00</u></b>	<b><u>\$500.00</u></b>

*This concludes the salary negotiations for 2017-18 and 2018-19 **2020-21.***



- 11.1.1 The District shall annually allocate Five Thousand (\$5,000) Dollars for salary adjustments for individual reclassification requests as recommended by the Personnel Commission and approved by the Board of Education.
- 11.1.2 While not expected, the parties recognize that changes in school funding as determined at the State level may drastically alter the ability of the District to fund the anticipated increases embodied in this Agreement. In the event that the District no longer qualifies as a "Basic Aid" school district, the District shall not be obligated to continue agreed upon increases in a contract year for the salary and benefits contained in Article 11 et. seq. and Article 12 et. seq. The District will provide written notice of a change to "Basic Aid" status. Any salary and benefit increases granted by this Agreement as of July 1<sup>st</sup> of the then current fiscal year will be discontinued on a prospective basis as of the date of the District notice. In such event, the parties agree to meet and collectively bargain subsequent salary and benefits within thirty (30) working days of the notice.
- 11.1.3 Right to Re-Open Negotiations for Salary and/or Benefits for ~~2019-2020~~ 2020-2021. In the event another collective bargaining group in the District receives a ~~2019-2020~~ 2020-2021 salary schedule increase and/or an increase to the District benefits cap and/or a decrease in employee benefits contribution and/or a change to the employee benefits contribution structure for ~~2019-2020~~ 2020-2021 that is greater than the increases in this agreement, CSEA may request and the District will agree to re-open negotiations for ~~2019-2020~~ 2020-2021 on these specific subjects.

#### 11.15 Professional Growth Program

- 11.15.1 In order to encourage active participation on the part of the classified bargaining unit employees of the District to upgrade their skills and broaden their education in activities designed to improve their service to this District, the District shall support the following Professional Growth Program to be operated at a cost to the District of not more than \$42,000 ~~for 2007-08 and \$46,000 for 2009-10~~ \$50,000. All permanently employed classified bargaining unit employees shall be eligible to participate in the Professional Growth Program on a voluntary basis.
- 11.15.2 Professional Growth Committee Membership and Responsibilities
- 11.15.2.1 The Professional Growth Committee membership shall be comprised of the Superintendent or his/her designee, the Director of Classified Personnel, and five (5) employees selected by CSEA Chapter #18.
- 11.15.2.2 The Professional Growth Committee will evaluate points earned in the Professional Growth Program, applying the criteria set forth under 11.15.3 ~~and 11.15.4.~~ and recommends those they approve to the Superintendent.

11.15.2.3 The Committee will establish procedures to monitor the Professional Growth Program. These procedures will include regular reports to the Superintendent, including, but not limited to, approved programs, participants, classifications of participants, decisions regarding appeals, and projected costs.

11.15.2.4 Approvals and recommendations of the Committee shall remain within the financial allocations of the Board of Education.

### 11.15.3 Professional Growth Points

11.15.3.1 Professional Growth Points shall be earned by employee participation while in non-paid status in activities, which are employment related on the following basis:

- a. One (1) Professional Growth Point per semester unit of course work toward completion of a high school diploma. Employees shall earn a "C" grade or better to qualify for Professional Growth Points.
- b. One (1) Professional Growth Point per semester unit of course work at a community college, college, or university. Quarter units shall convert to semester units on a two-thirds ( $2/3$ ) basis. Employees shall earn a "C" grade or better, or a "pass" or "credit" in nongraded courses to qualify for Professional Growth Points.
- c. One (1) Professional Growth Point per twenty (20) hours participation in District, County, or State in-service training programs, adult education courses, workshops, or seminars, conferences, lectures and/or education programs as prescribed under ~~11.15.4.~~ **11.15.3.1 (f).**
- d. Three (3) Professional Growth Points for each full year of holding an elected or appointed office in a recognized educational or professional organization.
- e. Three (3) Professional Growth Points for each full year serving on the Professional Growth Committee.
- f. **Employment Related Points:**  
**Professional Growth Points must be earned in activities, which are related to the position currently occupied by the employee or for an occupational field within District service for which the employee is training. Course work completed at an accredited college, which is a part of a certificate, or degree objective shall be considered. The Committee reserves the right to review electives with regard to their employment relatedness. The Professional Growth**



**Committee will evaluate the relevance of other courses or programs utilizing their combined knowledge of the job classifications and the applicant's statements as to purpose and relevance on his/her "Professional Growth Application for Course Approval."**

#### 11.15.4 Award

- 11.15.4.1 Full time (four or more hours per day) employees shall receive \$20 per approved Professional Growth Point. Part time (less than four hours per day) employees will receive \$10 per approved unit. Part time employees whose hours change during the year shall be reimbursed based upon the hours worked when the Application for Professional Growth was submitted for Committee approval.
- 11.15.4.2 Employees participating in the ~~current~~ Professional Growth Program **prior to July 1, 1992**, shall have their awards frozen in place. Award calculations for the new program shall not be retroactive but shall commence upon effective date of this Agreement, and shall be added to those previously approved. Professional Growth payments shall not commence until after the completion of course work and shall be prorated in accordance with the months of service after completion of the course.
- 11.15.4.2 The District and CSEA mutually agree to Establish and support a Paraprofessional Career Ladder to allow the District to participate in the Orange County Department of Education's Paraprofessional Teacher Training Program (OCDE-PTTP) and to current NMUSD employees serving as paraprofessionals who pass District screening to participate in the OCDE-PTTP to receive reimbursement up to \$3,000 for tuition and books as supported by the grant to OCDE in excess of currently provided benefits in this plan.

#### 11.15.5 Limitations

- 11.15.5.2 Professional Growth Points are subject to the conditions and regulations of the Professional Growth Committee and approval by the Superintendent. Once earned, the Professional Growth Award is retained when promotion occurs. All Professional Growth Points must meet the requirements set forth in 11.15.5.2. **11.15.3.**
- 11.15.5.3 Professional Growth Awards shall be paid annually in a lump sum. It shall be the responsibility of the Professional Growth Committee to determine the date on which payment will be made, provided however, all awards shall be paid no later than the first pay period in July.

- a. ~~Employment Related Points. Professional Growth Points must be earned in activities, which are related to the position currently occupied by the employee or for an occupational field within District service for which the employee is training. Course work completed at an accredited college, which is a part of a certificate, or degree objective shall be considered. The Committee reserves the right to review electives with regard to their employment relatedness. The Professional Growth Committee will evaluate the relevance of other courses or programs utilizing their combined knowledge of the job classifications and the applicant's statements as to purpose and relevance on his/her "Professional Growth Application for Course Approval."~~
- b. Effective July 1, 1992, employees participating for the first time in this program shall participate in one approved District, County or State in-service course or workshop/seminar/conference/lecture per year to maintain their status in this program.
- c. A minimum of one (1) Professional Growth Point shall be necessary before payment of the initial award.
- d. The maximum payment is limited to seven and one-half percent (7 1/2%) of salary.

## ARTICLE 12. HEALTH AND WELFARE BENEFITS

### 18.1. Plan and Joint Benefits Team

#### **Maximum Benefit Unit Cap**

Commencing insurance year ~~2019-2020~~ **2020-2021**, the District funded Health and Welfare Benefit Unit Cap (Benefit Cap) shall be a maximum of \$20,441.

#### **~~2019-20~~ 2020-21 Employee Over Cap Benefit Contribution**

There will still be a residual dollar amount required to fund the total cost of ~~2019-2020~~ **2020-2021** employee benefits beyond the ~~2019-2020~~ **2020-2021** District funded Benefit Cap. This additional residual amount will be paid by each employee with benefits on a tenths basis via payroll deduction.

All CSEA bargaining unit members with benefits will pay the applicable Employee Over Cap Benefit Contribution (OCAP) based on the following table:

<del>2019-2020</del> <b>2020-2021</b> Employee OCAP Benefit Contribution Chart (tenthly)				
	<u>Kaiser</u>	<u>Cigna Select</u>	<u>Cigna HMO</u>	<u>Cigna OAP</u>
Employee	\$20	\$20	\$20	\$178
Employee + 1	\$60	\$60	\$60	\$364
Employee + Family	\$100	\$100	\$100	\$532

Full-time employees pay the OCAP on the chart above. Full-time employees will pay no premium deduction for the Dental (HMO) plan for themselves or eligible dependents. An additional premium charge will be paid by those employees selecting Dental (PPO).

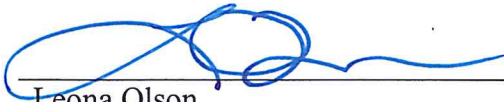
Part-time employees who enroll in a medical plan shall pay the OCAP amount for benefits (the first \$9.27 will be paid at a prorated amount) plus the appropriate part-time rates based on the Active Employee Benefit Payroll Deduction Table, effective October 1, ~~2019~~ **2020** as calculated by District Risk Management in consultation with CSEA.

<b>Part Time Rates</b>				
	80% (31.1-35 hrs)	70% (27.1-31 hrs)	60% (23.1-27 hrs)	50% (20-23 hrs)
Single	8% of Premium + OCAP above	16% of Premium + OCAP above	24% of Premium + OCAP Above	32% of Premium + OCAP above
2-party	8% of Premium + OCAP above	16% of Premium + OCAP above	24% of Premium + OCAP Above	32% of Premium + OCAP above
Family	8% of Premium + OCAP above	16% of Premium + OCAP above	24% of Premium + OCAP Above	32% of Premium + OCAP above

Full-time employees who elect to opt out of medical and retain CIGNA Dental Plan and/or VSP Vision Plan will pay only the \$9.27 over-cap tenthly or the prorated amount for part-time employees. The Active Employee Payroll Deduction Table is available at [www.nmusd.us/benefits](http://www.nmusd.us/benefits).



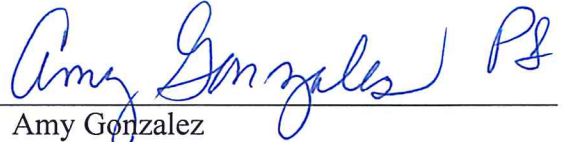
The District and CSEA negotiation teams have fully negotiated the terms of the Tentative Agreement and have agreed to conduct the CSEA ratification vote on the options contained herein subject to the final approval of the Board of Education.



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8/27/2020

Date