

**Tentative Agreement between the Rowland Unified School District  
and  
The California School Employees Association and Its Rowland Chapter 133**

**Agreed to October 1, 2020**

The Rowland Unified School District and the Association of Rowland Educators have agreed to the following amendments to the collective bargaining agreement pending ratification and Board approval.

Included in this Tentative Agreement are amendments to the following contract articles:

- Article II: Bargaining Unit
- Article III: Recognition
- Article IV: Organizational Rights
- Article VIII: Leaves
- Article X: Hours, Overtime and Layoff
- Article XII: Salaries and Fringe Benefits
- Article XIII: Early Retirement

Except as specifically modified by the proposals contained herein, all other provisions of the current collective bargaining agreement remain in full force and effect. Deliberately omitted from this document are minor changes, including but not limited to grammatical corrections, necessary renumbering, and substitutions for consistency of wording.

In addition to the articles listed above, the District and CSEA agreed upon and have implemented Memoranda of Understanding for Vacation Payout for employees who accrued and were unable to use vacation leave due to COVID. The vacation payout is valued at approximately \$330,000. Agreement was reached to provide a generous Early Retirement Incentive to eligible employees with 59 employees participating.

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**Article II: Bargaining Unit**

2.1 The Bargaining Unit shall consist of all employees in the following classifications:

Accompanist (Piano)	18-1/2	
Account Clerk	18-1/2	
Administrative Secretary	21-1/2*	
Administrative Secretary - Bilingual (Spanish)	22*	
Air Conditioning and Heating Mechanic	27	
Athletic Equipment Attendant (Male)	18	
<del>Audio Visual/Textbook Assistant</del>	<del>19</del>	
Babysitter – Educational Programs	11	
Babysitter – Educational Programs – Bilingual (Spanish)		11-1/2
Baker	18	
<del>Guidance</del> <b>Behavior Support</b> Assistant - Bilingual (Mandarin)	17-1/2	
<del>Guidance</del> <b>Behavior Support</b> Assistant - Bilingual (Spanish)	17-1/2	
<del>Guidance</del> <b>Behavior Support</b> Assistant - Bilingual/Biliterate (Spanish)	18	
<b>Benefits Technician</b>	<b>20.5</b>	
Braille Transcriber Trainee	17-1/2	
Building Services Assistant	22	
Bus Driver Instructor	22	
Buyer	23-1/2	
Cabinetmaker/Carpenter	26-1/2	
Cafeteria Lead Worker I	14-1/2	
Cafeteria Lead Worker II	15-1/2	
Campus Aide	12	
Career/Vocational Assistant	19	
Community Assistant	15	
Community Assistant - Bilingual (Spanish)	15-1/2	
Community Liaison	17	
Community Liaison – Bilingual (Cantonese)	17-1/2	
Community Liaison – Bilingual (Korean)	17-1/2	
Community Liaison - Bilingual (Mandarin)	17-1/2	
Community Liaison - Bilingual (Spanish)	17-1/2	
Community Liaison - Bilingual/Biliterate (Spanish)	18	
Computer Lab Technician	17	
Computer Lab Technician - Bilingual (Spanish)	17-1/2	
Computer Lab Technician - Bilingual/Biliterate (Spanish)	18	
Cook	18	
<b>Credentials Technician</b>	<b>20.5</b>	
Custodian	18	

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Dispatcher/Scheduler	21	
<b>District Patrol</b>	<b>19</b>	
District Receptionist – Bilingual (Spanish)	17-1/2	
<b>District Safety</b>		<b>20</b>
Early Childhood Assistant	14	
Early Childhood Assistant – Bilingual (Spanish)		14-1/2
Educational Data Analyst	27	
Educational Data Systems Technician		25
Electrician	26-1/2	
Electronic Repair Technician	28	
Executive Assistant – FOR US Foundation	25	
Food Production Expediter	16	
Food Service Assistant I	12	
Food Service Assistant II	13	
Food Service Assistant III	14	
Grounds <del>Grounds</del> Construction Worker	23	
Grounds Maintenance Worker	19	
<del>Guidance Assistant</del>	<del>17</del>	
Guidance Technician I	24	
Guidance Technician II	25	
Head Baker	20	
Head Cook	20-1/2	
Health Assistant	17	
Health Assistant - Bilingual (Spanish)	17-1/2	
Health Assistant II	22	
High School Principal's Secretary	22 1/2*	
High School Principal's Secretary – Bilingual (Spanish)	23*	
<b>Human Resources / Credentials Analyst</b>	<b>29.5</b>	
Infant/Toddler Care Assistant	13	
Infant/Toddler Care Assistant - Bilingual (Spanish)	13-1/2	
Instructional Assistant I	15	
Instructional Assistant I - Bilingual (Korean)	15-1/2	
Instructional Assistant I - Bilingual (Mandarin)	15-1/2	
Instructional Assistant I - Bilingual (Spanish)	15-1/2	
Instructional Assistant I - Bilingual/Biliterate (Spanish)	16	
Instructional Assistant II	16	
Instructional Assistant II - Bilingual (Korean)	16-1/2	
Instructional Assistant II - Bilingual (Mandarin)	16-1/2	

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Instructional Assistant II - Bilingual (Spanish)	16-1/2
Instructional Assistant II - Bilingual (Tagalog)	16-1/2
Instructional Assistant II - Bilingual/Biliterate (Korean)	17
Instructional Assistant II - Bilingual/Biliterate (Mandarin)	17
Instructional Assistant II - Bilingual/Biliterate (Spanish)	17
Instructional Assistant II - Bilingual/Biliterate (Tagalog)	17
<b>Instructional Assistant II – Hearing Impaired</b>	<b>21</b>
Instructional/Health Care Assistant	18
Irrigation System Technician	22.5
 <b>Lead Mechanic</b>	 <b>28</b>
<b>Lead Stock Delivery Worker</b>	<b>22.5</b>
Library Assistant	17
Library Assistant - Bilingual (Spanish)	17-1/2
Library Technician	19
Locker Room Attendant (Female)	18
Locksmith	26
 Maintenance Worker	 21
Mechanic	26-1/2
Mechanic Repair Worker	21
Modernization and New Construction Coordinator	32
<del>Food</del> <b>Nutrition</b> Services Plant Custodian/Driver	20
 Occupational Therapist	 32
Office Assistant	17
Office Assistant - Bilingual (Spanish)	17-1/2
Office Assistant - Bilingual/Biliterate (Korean)	18
Office Assistant - Bilingual/Biliterate (Mandarin)	18
Office Assistant - Bilingual/Biliterate (Spanish)	18
 Painter	 26
Parent Outreach Coordinator – Bilingual/Biliterate (Spanish)	28
Personal Care Assistant	14
Personnel Technician	19**
Personnel Technician – Bilingual (Spanish)	19 1/2
Plumber	26-1/2
Pool Maintenance Worker	19.5
Primary Intervention Assistant	14
Primary Intervention Assistant – Bilingual (Spanish)	14-1/2

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Purchasing Assistant	19-1/2
Reprographics Assistant	16-1/2
Reprographics Operator	19-1/2
Reprographics Operator/Camera Technician	22-1/2
<b>Reprographics Technician</b>	<b>18.5</b>
School Bus Driver	19-1/2
School Office Manager	21-1/2
School Office Manager - Bilingual (Spanish)	22
School Police Officer	22.5
School Police Officer-Corporal	24
School Van Driver	16-1/2
Secretary	19-1/2*
Secretary - Bilingual (Spanish)	20
Secretary - Bilingual/Biliterate (Spanish)	20-1/2
<del>Security Officer</del>	<del>19</del>
Senior Account Clerk	20-1/2*
Senior Custodian	20
Senior Office Assistant	18-1/2
Senior Office Assistant - Bilingual (Spanish)	19
Senior Office Assistant - Bilingual/Biliterate (Spanish)	19-1/2
Senior Server Analyst	33-1/2
Senior Technology Specialist	31.5
Speech-Language Pathology Assistant	24.5
Staff Services Assistant	23-1/2
Staff Services Assistant - Bilingual (Spanish)	24
Stock Delivery Worker	19-1/2
Storekeeper	21-1/2
<b>Technology Mobile Device Management &amp; Accounts Associate</b>	<b>24</b>
Technology Services Assistant	22
Technology Specialist I	26.5
Technology Specialist II	29.5
<b>Textbook Media Assistant</b>	<b>19</b>
Translator – Bilingual (Korean)	18-1/2
Translator – Bilingual (Mandarin)	18-1/2
Translator – Bilingual (Spanish)	18-1/2

\* Stipend of 2-1/2% for positions in the class requiring shorthand

\*\* Some position(s) in this class may be designated as Confidential

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***Article III: Recognition***

**3.7 Membership and Dues:**

- 3.7.1 The employer shall deduct, in accordance with the CSEA dues from the wages of all employees who are members of the Bargaining Unit and who have submitted payroll deduction authorization forms to the district.**
- 3.7.2 The employer shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.**
- 3.7.3 District shall distribute CSEA-supplied membership applications to new hires. 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. Including but not limited to automatic renewal yearly unless the worker drops their membership. The District shall refer all employee questions about CSEA, dues, and membership over to the CSEA.**
- 3.7.4 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.**
- 3.7.5 The District will provide the following information, if available, via a mutually agreeable secure FTP site or service, to CSEA, per AB 119 MOU; name, classification, department, site, work number, personal/ mailing address, home phone, personal cell, personal email, birth date, last 4 of social, CalPERS info, employee ID, and hire date every 30 days for all new hires and every September, January, and May of the entire bargaining unit (dues and non-dues paying.)**
- 3.7.6 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation session.**
  - 3.7.6.1 If the District conducts a group orientation, defined as simultaneous orientation for two or more employees, CSEA shall have a minimum of 20 minutes of paid release time exclusive of travel time for two CSEA representatives, including the Chapter President or designee, to**

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**participate in the orientation session. The release time shall not be counted against the total release time allotted to CSEA elsewhere in the collective bargaining agreement. A CSEA Labor Relations Representative may also attend the orientation session.**

**3.7.6.2 If the District conducts one-on-one orientations with new employees, CSEA shall have 15 minutes of paid release time exclusive of travel time for one CSEA representative including the Chapter President or designee to participate in the orientation session. The release time shall not be counted against the total release time allotted to CSEA elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.**

**3.7.6.3 The orientation session shall be held on District property during the workday of the employee(s). The employee(s) shall remain on paid time during CSEA's presentation and shall be required to attend CSEA's session**

**3.7.7 The District shall continue to include the CSEA membership application in all new hire information packet.**

~~3.7 Payroll Deduction: The District agrees to deduct regular monthly dues for CSEA members in the amount stated by the member on the respective payroll deduction assignment form.~~

~~3.8 Maintenance of Membership: The parties agree that as Bargaining Unit member of CSEA, he/she must retain membership in good standing for the duration of this contract as a condition of continued employment. The District shall deduct membership dues as indicated by individual Bargaining Unit members on the payroll deduction assignment form until such time that the unit member provides an official CSEA receipt verifying that all dues have been paid in full to CSEA for the remainder of the contract term. Unit members shall have the opportunity to make periodic determinations regarding continued membership as provided by law.~~

~~3.8.1 With the passage of SB 614 all classified employees defined in Article II shall be required to join CSEA or pay a service fee. This section supersedes the previous 3.8.1 sections that covered modified agency shop.~~

~~3.8.2 New benefited and part-time Bargaining Unit members who do not maintain membership in good standing in CSEA will automatically become a member of the association or pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA for the duration of this agreement.~~

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~~3.8.3 — No new benefited or part-time Bargaining Unit member 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.~~

~~3.8.4 — Any new or current 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 members shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 C (3) of Title 26 of the Revenue Code:~~

~~1. — FORUS Foundation~~

~~2. — Operation Safe Community~~

~~3. — Community of Caring~~

~~4. — Ada Mae Warner Scholarship Fund established by the Rowland council PTA~~

~~Such payment shall be made on or before October 31 of each school year.~~

~~3.8.5 — Any Bargaining Unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the member 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 agreements have been made, or shall authorize payroll deduction for such payments.~~

**3.98** Hold Harmless: The California School Employees Association and ~~its~~ the Rowland Chapter No. 133 agree to save and hold harmless the Board of Education of the Rowland Unified School District from any and all costs as a result of the enforcement of this Agreement. The Board shall not collect any fines, fees, or special assessments levied by the California School Employees Association and its Rowland Chapter No. 133 in the enforcement of this Agreement.

**3.98.1** ~~Dues and Service Fee~~ Deductions: CSEA has the sole and exclusive right to have employee organization membership dues ~~and service fees~~ deducted by the employer for workers in the Bargaining Unit.



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- ~~3.9.2 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.~~
- ~~3.98.3 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 workers whose requests for religious exemption pursuant to this agreement have been approved by CSEA.~~
- ~~3.9.4. Upon request from CSEA, the employer shall, without charge, furnish CSEA with a list of all members in the Bargaining Unit identifying them by name, social security number, and indicating the amount deducted, if any, and whether such deduction is for dues, service fee, or charitable contributions.~~
- ~~3.9.5 The employer shall deduct and pay to CSEA service fees for each Bargaining Unit member who is not a CSEA member in good standing and who is obligated to pay such fees pursuant to this agreement.~~

***Article IV: Organizational Rights***

**4.10 Conference Release Time:** The District agrees to grant twenty-five (25) days release time, without loss of pay for Association delegates to attend the CSEA Annual Conference. Delegate selection will be determined by the Chapter 133 guidelines which include members in good standing and alignment with state criteria. Delegates elected by the Chapter who are not scheduled to work during the dates of the Annual Conference shall not be eligible for any reimbursement from the District. Written requests shall require a minimum of twenty (20) working days prior to the requested date and only one representative per department may be considered for released to attend but additional representative from the same department may be included based on various variables such as the size of the department, workload, etc. ~~In addition, the Board agrees to grant thirty (30) days of release time to the Chapter with the Chapter bearing the cost of any required substitute when appropriate and in accordance with 4.10.2. Additional release time may be granted through mutual agreement between the District and the Chapter as appropriate.~~

~~4.10.1 When CSEA members are assigned to District level committees (teams, groups, etc.) no more than one employee will be assigned from the same department or site, unless District believes more than one representative is needed.~~

~~4.10.2 The supervisor of the President/Job Steward will meet with the Assistant Superintendent to discuss and agree upon release time on an as needed basis. If another CSEA officer is needed to solve a short term problem, he/she will also be released with~~

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~~supervisor/Assistant Superintendent of Personnel approval. In addition, the District will allocate a three (3) hour and ten (10) month Office Assistant to the CSEA President. The purpose of this support is to enable the President or designee assistance while the President/designee engages in problem solving meetings with employees and administration or attends to business that will resolve employee issues. This allocation will sunset upon the expiration of this contract.~~

**4.11 Chapter Release Time:** The Board agrees to grant ~~thirty (30) days~~ one hundred sixty-five (165) hours of release time to the Chapter with the CSEA Rowland Chapter 133 bearing the cost for the employee released. The CSEA President may request release time via email to the Assistant Superintendent, Human Resources. The District will notify the CSEA Rowland Chapter 133 within three (3) business days after request for release time has been received by the District if the District intends to charge for such release. Twenty-four hours prior to the release occurring, the CSEA Chapter President/designee will determine if the chapter wishes to proceed with the release time if the District determines they will charge for such release time. The District will invoice the CSEA Rowland Chapter 133 on a quarterly basis and the CSEA agrees to provide timely payment to the District. Additional release time may be granted through mutual agreement between the District and the Chapter as appropriate.

**4.12 Per request and prior acknowledgment, the District agrees to provide chapter release time for the following activities without cost to the CSEA Rowland Chapter 133:** Disciplinary meetings, representational meetings, mediating member on member issues, meeting with District administration, attendance of CSEA/District Committees, Personnel Commission monthly meetings, staff and community appreciation events, investigate department/site issues, District invitations, liaising with community members, trainings, and workshops.

**4.12.1** When CSEA members are assigned to District level committees (teams, groups, etc.) no more than one employee will be assigned from the same department or site, unless District believes more than one representative is needed.

**4.12.3** The following contract language is suspended for the 2019-20 and 2020-21 school years: *The District will allocate a three (3) hour and ten (10) month Office Assistant to the CSEA President. The purpose of this support is to enable the President or designee assistance while the President/designee engages in problem solving meetings with employees and administration or attends to business that will resolve employee issues. This allocation will sunset upon the expiration of this contract.* **For the 2019-20 school year, the position will be left vacant and will be filled a reduced number of**

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**hours for the 2020-21 school year. At the conclusion of the 2020-21 school year, the suspended contract language will be reinstated.**

~~4.11~~ **4.13** The Board shall not conduct any negotiations with any organization that claims to represent employees in any of the classifications, classes, or job titles identified by the District in the Board's recognition document.

~~4.12~~ **4.14** No Teacher, Supervisor or Manager, shall perform any work within the job description of a Bargaining Unit member on a permanent basis which would directly result in the elimination of a Bargaining Unit position. This section does not apply to those positions that have like duties and/or responsibilities.

~~4.13~~ **4.15** Bargaining Unit Members, exclusive of bus drivers and security workers, whose regular duty hours extend after 4:30 p.m., may participate in Association meetings held before the end of their duty hours, provided that the time lost through such participation shall be made up at reasonable times agreed to by the employee's supervisor. Employee shall notify their supervisor in sufficient time prior to such meetings so appropriate arrangements can be made to provide coverage (if necessary) during employee's absence. Such requests shall not be unreasonably denied.

***Article VIII: Leaves***

- 8.8 Personal Necessity Leave: Members of the Bargaining Unit may use a maximum of seven (7) days of earned illness leave in any fiscal year for personal necessity purposes. Personal necessity leave may be granted for the following reasons:
- (1) Death of a member of the immediate family when additional leave is required beyond that provided in the bereavement leave section;
  - (2) ~~An~~ accident involving the member's person or property, or the person or property of the member's immediate family;
  - (3) ~~a~~Adoption of a child by a Bargaining Unit member which necessitates legal adoption procedures during the normal working day or care for the child in its new home;
  - (4) ~~a~~An illness of a member of a Bargaining Unit member's family which is serious in nature and under circumstances the Bargaining Unit member cannot be expected to disregard, and which requires the attention of the Bargaining Unit member during his/her assigned hours of service, and
  - (5) ~~¶~~Two (2) days personal necessity leave may be used by a Bargaining Unit member to attend to matters which must be taken care of during the assigned hours of service provided the Bargaining Unit member requests the absence from his/her site manager on the designated District request form and at least three (3) hours based on the nature of the emergency in advance of the leave and provided that not more than ten percent (10%) of the staff of any school or department may be granted a leave under this provision for the same day.

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- 8.8.1 To be eligible for Personal Necessity leave, the Bargaining Unit member must contact the site manager or department head prior to the start of the regular work shift, provide the reasons for the requested absence, and gain approval from the site manager. The District, at its discretion, may waive the above requirement when it deems an emergency existed which made it impossible for the Bargaining Unit member to comply with the notification procedure.
- 8.8.2 Upon return from an approved Personal Necessity absence, members of the Bargaining Unit shall be required to complete a verification form provided by the District and to provide such proof of eligibility for Personal Necessity absence when required by the District.
- 8.8.3 **Personal Necessity leave may not be used for other employment during work hours scheduled in RUSD per California Government Code 1126.**

***Article 10: Hours, Overtime and Layoff***

- 10.7 Call-back Time: Any Bargaining Unit member called **to physically report back to work** after completion of his/her regular assignment shall be compensated for at least two (2) hours of work.

**Employees who do not physically report to work but who respond to a telephone call shall be compensated for actual time spent on calls for assistance which were authorized prior to the call by the employee's supervisor.**

- 10.8 Bus Drivers

- 10.8.1 The District and Association agree that daily school business routes shall be bid annually prior to the start of school on the basis of seniority established by date of hire. Any additional routes and special trips shall be assigned at the discretion of the supervisor as equitably as possible.

- 10.8.2 Newly created runs, runs open because of a resignation, or runs increased by two (2) or more hours per day must be rebid.

- 10.8.2.1 **Should a route become available due to retirement, resignation, or termination said route will be rebid among all drivers with lesser seniority at the next vacation break in the school year, either Thanksgiving, Winter Break, Spring Break or Summer, whichever is sooner. Any remaining unbid route will be rotated among cover and sub drivers for the remainder of the school year or until a new permanent driver is hired.**

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10.8.3 Beginning in 2000, fourteen (14) school bus driver positions will be increased to 11 (eleven) months. Such positions will be first offered to those drivers with greatest seniority. Employees selecting eleven month assignments will remain as eleven-month employees unless there is a change in the summer school mandates or conditions exist for a lay-off.

10.8.4 Bus drivers shall be paid for fifteen (15) minutes for checkout and fifteen (15) minutes for cleanup of bus.

10.8.5 Special Trips/Runs

10.8.5.1 Whenever possible, District employees shall be used for special runs in lieu of a charter.

10.8.5.2 When possible, special trips for the following weekend shall be assigned by Monday of each week. Once special trips have been assigned, they will be charged to the driver.

The Transportation Department will develop department procedures to insure the equitable allocation of extra duty hours. The Director of Transportation Services will work with a committee of drivers to refine the current procedures so that the assignment of extra duty hours are equitable to all involved parties.

**The driver committee will be comprised of one senior (10 + years with the District), one journeymen (5-10 years with the District), and freshmen (0-less than 5 years with the District) driver that will be selected via driver nominations and vote but final appointment shall be made by CSEA President or designee.**

10.8.5.3 Bus drivers on special trips who are required to remain on standby for the duration of the event for which the trip is made shall be paid for all standby hours.

10.8.5.4 Special Trips - Bus Drivers: Notwithstanding any other provisions of this agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning. Drivers shall be reimbursed for meals and lodging on overnight stays.

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- 10.8.5.5 Family members and friends shall not be allowed to accompany drivers unless they are participants in the activity generating the trip.
- 10.8.6 Drivers shall maintain accurate logs of driver hours and work periods as defined in Title XIII of the California Administrative Code, Sections 1201 and 1202, and report to the dispatcher when a situation develops that would place them in violation of these code provisions.
- 10.8.7 The Transportation Department shall establish a list of all drivers in the order of seniority and bus assignments. In addition, a listing of the special runs to be completed by Rowland drivers shall be posted on a weekly basis.
- 10.8.8 Eleven month drivers have priority for summer school routes.**
- 10.8.9 During the one month when all drivers are off calendar, all drivers are eligible for extra duty trips via seniority rotation.**
- 10.8.10 Drivers who are awarded a summer school route shall be responsible to the route for the term of the session.**

**(re-order remaining sections of Article 10)**

***Article XI: Vacations and Holidays***

- 11.1 Vacations: The District agrees to maintain for Bargaining Unit members for the duration of the contract its current level of vacation benefits as described in Appendix A.
  - 11.1.1 Vacations shall be scheduled at times requested by Bargaining Unit members so far as possible within the District's work requirements **that is least impactful to the efficiency of the school or department**. The request must be submitted on the designated District request form at least ten (10) work days in advance. This timeline may be adjusted by the supervisor if the Bargaining Unit member provides information regarding a unique circumstance or hardship that prevents their ability to adhere to the timeline. The supervisor/designee shall provide a response **and or a reason if denied** to the Bargaining Unit member within five (5) work days baring any special circumstance. A timely response is expected particularly for those requests that are time sensitive.
  - 11.1.2 When two (2) or more Bargaining Unit members turn in requests for vacation days for the same day(s) and the Unit members request those days at the same time, priority approval will be given to the Unit member with the longest

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seniority in the District providing the requested days fall within the District's work requirements.

- 11.1.3 All full-time (40 hours per week), 11 month, 11.5 month, and 12 month employees may carryover up to three (3) days of unused accrued vacation days annually with their immediate supervisor's approval. These three (3) carryover vacation days must be taken by October 31<sup>st</sup> of the subsequent school year. If the employee fails to schedule any of the three (3) carryover vacation days by October 1<sup>st</sup> the immediate supervisor will schedule the unused carryover days to be taken by October 31<sup>st</sup>.
- 11.1.4 **Employees shall be notified on a quarterly basis of their vacation balance for the fiscal year.**

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**APPENDIX A VACATIONS**

Accrual Schedule:

1. During the first through ~~fifth~~ **third year** of service, an employee shall earn vacation at the rate of one day of vacation for each month (.04615 per hour) in a paid status for a maximum yearly earning of 12 days.
2. During the ~~sixth~~ **fourth** through the tenth year of service, an employee shall earn vacation at the rate of 1.250 days of vacation for each month (.05769 per hour) in a paid status for a maximum yearly earning of 15 days.
3. During the eleventh year of service, an employee shall earn 1.333 days of vacation for each month (.06152 per hour) in a paid status for a maximum yearly earning of 16 days.
4. During the twelfth year of service, an employee shall earn 1.417 days of vacation for each month (.06540 per hour) in a paid status for a maximum yearly earning of 17 days.
5. During the thirteenth year of service, an employee shall earn 1.500 days of vacation for each month (.06925 per hour) in a paid status for a maximum yearly earning of 18 days.
6. During the fourteenth and fifteenth years of service, an employee shall earn 1.583 days of vacation for each month (.07308 per hour) in a paid status for a maximum yearly earning of 19 days.
7. During the sixteenth through the nineteenth years of service, an employee shall earn 1.667 days of vacation for each month (.07693 per hour) in a paid status for a maximum yearly earning of 20 days.
8. During the twentieth year and twenty-first year of service, an employee shall earn 1.750 days of vacation for each month (.08077 per hour) in a paid status for a maximum yearly earning of 21 days.
9. During the twenty-second and twenty-third years of service, an employee shall earn 1.833 days of vacation for each month (.08462 per hour) in a paid status for a maximum yearly earning of 22 days.
10. During the twenty-fourth year of service and thereafter an employee shall earn 2 days of vacation for each month (.09231 per hour) in a paid status for a maximum yearly earning of 24 days.

Each increased vacation allotment starts in the month following the completion of the specified number of years.



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***Article XII: Salary and Fringe Benefits***

- 12.1 **2019-21: All classified Bargaining Unit members employed and in paid status as of July 1, 2020 shall receive a one-time off-schedule payment of 3% of their 2019-20 base salary earned.** This one-time payment shall be prorated for Bargaining Unit members assigned less than eight hours per day in their regular assignments.

**Bargaining Unit members employed and in paid status on the date this agreement is approved by the Governing Board who are not eligible for District health and welfare benefits shall receive an additional one-time payment of \$400.**

- 12.2 Fringe Benefit Plan: Effective January 1, ~~2015~~ **2020** the District shall contribute ~~\$11,000~~ **\$13,000** as its annual maximum contribution toward the payment of health and welfare plan (Medical, Dental, Vision) premiums for eligible bargaining unit members **who are employed and in paid status as of October 1, 2020. A retroactive payment of up to \$200 per month will be made to employees who contributed toward health and welfare premiums since January 1, 2020.** The District shall provide group insurance programs for members of the bargaining unit as part of the compensation and fringe benefits for eligible employees. **Effective January 1, 2021, the District shall contribute \$13,500 as its annual maximum contribution toward the payment of premiums for eligible bargaining unit members for the District health and welfare plan (Medical, Dental, Vision).** Eligible employees work six (6) or more hours per day, five (5) days per week or not less than thirty (30) hours per week on a regular contract basis.

~~The District agrees to “grandfather” current four (4) to six (6) hour bargaining unit members receiving coverage with continued health and welfare coverage. This will be effective January 1, 2015. The District agrees to assess and if necessary, increase the hours of support staff as appropriate and based on educational program necessity.~~

**The District agrees to continue to provide health and welfare benefits to those four (4) to six (6) hour bargaining unit members who were eligible for and have chosen to maintain health and welfare benefits since prior to January 1, 2015.**

**12.2.1 Bus Drivers hired to work a minimum of four hours daily will be eligible receive the district contribution for health and welfare benefits.**

- 12.3 Health Insurance Waivers – Employees who waive health insurance shall submit a letter confirming that they are covered by health insurance elsewhere. **For eligible employees who waive enrollment in the health coverage offered, a “cash-in-lieu” compensation of \$4,500 will be provided. This will be contingent on the District’s health coverage continuing to be provided by CalPERS.**

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**Professional Growth Committee**

12.13 The Professional Growth Committee composed of four CSEA members **appointed by CSEA President or designee, Personnel Commission Director and two** ~~four~~ District managers will meet and plan Classified Professional Growth Programs.

12.13.1 The District will budget a total of \$20,000 for the Professional Growth opportunities in-services for **all** classified Bargaining Unit members. The committee will develop a grant application process, determine guidelines for awarding funds for staff development, meet to select grantees and coordinate activities. Additional funding may be granted to provide additional specialized training for classified employees based on the need to provide specialized services to students.

**12.13.1.1 Grant application process will be developed by committee and approved by the CSEA negotiations team and the final process shall be included as an appendix in the Collective Bargaining Agreement.**

**12.13.1.2 All requests shall be submitted to Human Resources.**

**12.13.1.3 The Committee will meet monthly to review all requests. If no request have been submitted, no meeting will be required.**

**12.13.1.4 All requests submitted after the monthly Professional Growth Committee meeting, will be reviewed at the following months meeting.**

**12.13.1.5 The initial maximum amount for any request shall be \$400.00. At the end of the fiscal year, the Committee will determine unused funds to fully reimburse any remaining costs above the initial \$400 reimbursed for initial requests. Subsequent additional requests submitted by an employee shall be considered and determined after the first requests have been fully reimbursed and after consideration of the availability of funds at the end of the fiscal year and.**

**12.13.1.5 Notification to those classified Bargaining Unit members who have applied shall occur within a week after the Committee meeting.**

12.13.2 On at least two non-student days, the District shall provide specialized training for classified bargaining unit members.

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***Article XIII: Early Retirement Health and Welfare Benefits***

- 13.1 ~~The Early Retirement Service incentive which gave the employee the opportunity to provide services to the District for \$5000 for 5 years expired December 31, 2007.~~
- 13.2 ~~Eligibility: The Bargaining Unit member shall have reached age fifty five (55) and have rendered a minimum of ten (10) years service to the District. The member in this program shall resign his/her position with the District and may not return to regular employment with the District. Eligibility for this program is gained by qualifying for and receiving compensation for service retirement or disability retirement under PERS.~~
- 13.3 ~~Retirement Options: Retirees who have not reached the age of 65 may select various early retirement options as described below. The health and welfare benefit options offered are the same insurance coverage Bargaining Unit members had as active employees. In addition to medical coverage, the District pays employee only vision and dental. An early retire will have the same options. In addition, employees may select the District offered dental for family. Early retirees will be responsible for costs equal to active employee contributions.~~

Upon submitting a retirement form to the Human Resources, a Bargaining Unit member may select one (1) of the following options:

- 13.3.1 **PPO-Benefit Only Option**  
~~Effective January 1, 2005 employees who retire with health coverage may select an employee only PPO plan for five years or to age sixty five (65) whichever occurs first. In the event the coverage exceeds the District's maximum contribution, the employee will pay the difference until the early retiree is no longer covered. In addition, such employee selecting this option shall not be eligible for early retirement service which includes \$5,000 per year for five years or age 65.~~
- 13.3.2 **HMO with Service Option for Five Years**  
~~A participant shall have the opportunity to provide up to thirty (30) days of service per fiscal year (240 hours of compensation per year) paid at the hourly rate upon retirement and such service shall be for a period of five (5) years or to age sixty five (65) whichever occurs first and receive five years of Kaiser + family benefits or five years of Anthem Blue Cross HMO + family coverage. Services performed may include, but are not limited to, those services provided by the Unit member prior to retirement. Provisions of service to the District may be terminated by the District should there be a failure in performance or required services. In the event the service is terminated, the employee will retain benefits.~~

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**13.3.3**     ~~Seven (7) Year Anthem Blue Cross HMO or Kaiser + Family Option: The participant selecting this option shall not be over age fifty-eight (58) and shall select the HMO Anthem Blue Cross + Family or Kaiser + Family insurance plan for seven (7) years or up to age sixty-five (65) whichever occurs first. The participant shall not be eligible to render services under this early retirement option.~~

**13.3.4**     ~~Employee + Family Benefit Only Option Five Years (No service) Employees may opt to early retiree and not perform service while receiving health coverage under the Anthem Blue Cross HMO or Kaiser plan. Employee coverage continues for five years or until the employee reaches age 65 whichever occurs first.~~

~~**13.4** Procedure: The Bargaining Unit member shall file an application with the Human Resources. Applications shall be subject to Board approval and the availability of District funds.~~

**13.1**     **Early Retirement is an incentive plan whereby a Bargaining Unit Member whose age is under 65 may retire early and receive Health and Welfare benefits for a designated number of years.**

**13.2**     **Requirements: Effective (on the date this agreement is approved by the Governing Board) the Bargaining Unit Members shall have reached age fifty-five (55) and have rendered a minimum of ten (10) years of service to the District. The Bargaining Unit Member in this program shall resign his/her position with the District and retire through the California Public Employee Retirement System may not return to regular employment with the District except under exceptional circumstances approved by the Board.**

**13.3**     **Early Retirement**  
**Upon submitting a retirement form to the Human Resources, a Bargaining Unit member may select one (1) of the following options:**

**13.3.1**             **The member agrees to HMO benefits seven (7) years or until age sixty-five (65), whichever occurs first.**

**13.3.2**             **The member agrees to PPO benefits seven (7) years or until age sixty-five (65), whichever occurs first.**

**13.3.3**             **The contribution for health and welfare benefits shall be equal to or less than the District maximum contribution in place at the time of retirement.**

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- 13.3.4            Health and Welfare benefits provided under this article shall be understood to include medical insurance, vision insurance and dental insurance only.**
- 13.3.5            Early Retiree shall have the right to purchase coverage for additional eligible dependents at the total cost for such benefits.**
- 13.3.6            CSEA and the District agree that in the event age requirements for MediCare eligibility are increased this article will be reopened.**
- 13.3.7            CSEA and the District agree to reopen this article if CalPERS regulations, requirements are modified.**
- 13.3.8            Early Retirees cannot select Cash-In-Lieu of benefits provided under this article**

This concludes negotiations for the 2019-20 and 2020-21 school years.

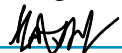
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**Agreed to October 1, 2020**

For CSEA:

  
Rodrigo Blanquel (Oct 2, 2020 08:15 PDT)

Rodrigo Blanquel

  
Mateo E Buenaluz (Oct 2, 2020 08:07 PDT)

Mateo Buenaluz

  
Sharon Carrillo (Oct 2, 2020 08:16 PDT)

Sharon Carrillo

  
Marco Maldonado (Oct 1, 2020 19:56 PDT)


Marco Maldonado

*Francine Marie Morales*

Francine Morales

  
Reginald Robertson (Oct 2, 2020 08:33 PDT)

Reginald Robertson

  
Astrid Campos (Oct 1, 2020 19:47 PDT)

Astrid Campos, LRR

For the District:

  
\_\_\_\_\_

Dennis Bixler