

CAUSE * COUNTER PROPOSAL

CLASSIFIED - ARTICLE 6: Compensation & Benefits (Part B)

**Bargaining Cycle 2023-24 **

Re-Submitted - June 13, 2024

- A. The following proposal stands independent of and from other proposals that have been provided or will be provided in the future. This proposal is not intended to serve as a comprehensive Article 6: Compensation & Benefits proposal for the 2023-24 bargaining cycle.

- A. The Union will use the routine process of STRIKETHROUGHS (ex. ~~abcd~~ - for language we do not support) and **bolded & underlined** text for proposed new language we do support.

- B. A summary of the Union's interests (per provision) have been provided and are highlighted in yellow.

Salary / Wage Schedule * Single or Multi Year Increase

- I. **The Union proposes either: (A) a single year wage increase agreement, or (B) a multi-year wage increase agreement**

(A) Single-Year WAGE INCREASE Agreement:

Interest...

When considering (A) that the Cost of Living in SB County is approximately 60% higher than the rest of the country and 21% higher than the rest of California (as per the The *Economic Research Institute* - <https://www.eri.com/>) & (B) that the current Cost of Living regionally has increased another 5% on top of the approximately 15% in the previous year, the Union proposes a moderate salary increase for District support staff. The Union proposes this increase in hopes of bringing CLASSIFIED wages up to more competitive and realistic values, when compared to the cost of living regionally.

(A) Single-Year Wage Increase Agreement (Article 6: Compensation & Benefits):

- **13% 11% 6% increase to CLASSIFIED Salary Schedules for the 2023-24 school year (Retro to July, 2023)**

(B) Multi-Year WAGE INCREASE (Compensation & Benefits):

Interest...

When considering (A) that the Cost of Living in SB County is approximately 60% higher than the rest of the country and 21% higher than the rest of California(as per the The *Economic Research Institute* - <https://www.eri.com/>) & (B) that the current Cost of Living regionally has increased another 5% on top of the approximately 15% in the previous year, the Union proposes a moderate salary increase for District support staff. The Union proposes this increase in hopes of bringing CLASSIFIED wages up to more competitive and realistic values, when compared to the cost of living regionally.

For the period of three years, the Union proposes a multi-year agreement that would consistently ensure that CLASSIFIED wages increase at a higher-rate than the Cost of Living, since current CUSD wages are well below the current Cost of Living. This would ensure increased economic stability for District support staff and promote an upward trend towards more competitive CLASSIFIED wage values in years out; when compared to surrounding Districts in the region.

(B) Multi-Year Agreement (Compensation & Benefits):

- **For the 2023-24 school year, the District will increase CLASSIFIED Salary Schedules by 10 % 8% 6% for the 2023-24 school year (Retro to July 1, 2023)**
- **For the 2024-25 school year, the District may select between either OPTION #1 (below) or OPTION #2 (below) for the purpose of reaching a multi-year agreement:**

OPTION # 1 - The District will increase CLASSIFIED Salary Schedules by 9 % 7% 6% for the 2024-25 school year (Effective July 1, 2024)

...or...

OPTION # 2 - CONTINGENCY FORMULA: The District will increase the CLASSIFIED Salary Schedules by a percentage increase of property taxes revenues for the 2024-25 School year. Effective July 1, 2024, 86 % of the District's Property Tax Revenues will be applied to CLASSIFIED & CERTIFICATED Salary Schedules.

[Ex. a. If the District receives \$1,000,000 in property tax revenues for the 24-25 school year, CUSD will apply an \$860,000 increase to CLASSIFIED & CERTIFICATED Salary Schedules; effective July 2024.

EX. b. If the District receives 7.41% in property tax revenues for the 24-25 school year, CUSD will apply a 6.37 % increase to CLASSIFIED & CERTIFICATED Salary Schedules; effective July 2024.]

RATIONALE for CONTINGENCY FORMULA :

- (A) increasing employee retention
- (B) increase District employees ability to plan into the future
- (C) increase the District's ability to plan into the future, and...
- (D) Ensure that future salary increases are directly tied to actual revenues
- (E) Tie salary increases to actual revenues in years out
- (F) Resolve often challenging bargaining responsibilities for years out, with possibility of reopening bargaining only by joint agreement

II. In the event of a multi-year agreement, bargaining Article 6: Compensation & Benefits may only be re-opened by joint agreement of the bargaining partners.

Employee access to HEALTHCARE benefit earnings:

Interest...

The Union proposes increasing access to compensation associated with the employee HEALTHCARE benefit earnings. Currently, employees may earn up to \$18,000 worth of HEALTHCARE benefits without receiving either plan membership or any of the money (dollar value) they have earned. Equitable and improved access to employee HEALTHCARE benefit earnings could either (A) include providing part-time employees (i.e. *who can not afford to buy into the HEALTHCARE plan*) the prorated dollar value of the healthcare benefits they have earned, or (B) placing the prorated value of these benefits into an HSA account for CLASSIFIED employees.

Such a program would ensure that those who earn a significant portion of their compensation in the form of CUSD HEALTHCARE benefits, are not forced to 'walk-away' from their earnings because they can't afford to purchase the remainder of the District's HEALTHCARE package. [NOTE: In such cases, CUSD currently keeps these employees' earnings.]

6.5.1 - Medical Benefits * Health Care Savings Account [HSA]:

The District will adjust the plan design of the HSA associated with the low premium healthcare option (*negotiated last year, 22-23*), to include:

- **The HSA options will be transferable.**
- **The District will contribute the prorated portion of the employee's HEALTHCARE benefit earnings into the employee's HSA savings account; up to the maximum allowable contribution for each eligible employee who purchases the low premium plan.**
- **The District's maximum allowable contribution (to the HSA) will be based on whether the employee has a personal plan or a family plan.**

- The HSA plan selected will include an option to roll the HSA into an IRA upon retirement.
 - The low premium plan will be compatible with the requirements of the ACA.
 - The Union & District will remove the least utilized plan option, to replace said option w/ a plan option that better articulates w/the advantages associated with the HSA. The Union and District will proactively discuss this modifications at the first CUSD/CAUSE HEALTHCARE Committee meeting of the 24-25 school-year, which is scheduled to be held in September, 2024.
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- 6.5.1.1 - The District will include all routine details clarifying the low premium (w/HSA) plan in the District's "Annual CUSD Employee Benefits Guide."
 - 6.5.1.2 - The District's "Annual CUSD Employee Benefits Guide" will be provided to District employees at the outset of the annual OPEN ENROLLMENT period or upon hiring, whichever comes first.
 - 6.5.1.3 - If the District fails to provide and notify (as cited above) District employees of the low premium (w/HSA) plan option, the District will provide each employee who did not receive fully funded access to another District plan, the full value of their healthcare earnings in the form of a bonus, paid monthly; beginning on the first day the annual OPEN ENROLLMENT period closes.

Healthcare Committee transparency, collaboration, and well-informed decision making:

Interest...

By maintaining open channels of communication with our external agency partners, the District benefits from bringing broad experiences, insights, and knowledge to bear upon the professional matters before us. The CUSD should not be afraid, threatened, or provoked by the talents, experience, and capacity of its bargaining partner, which also has an interest in seeing that opportunities and efficiencies are capitalized upon, so as to better serve District students, families, and the community.

6.8 - Communications between bargaining partners and HEALTHCARE specialists: Representatives from both the District and the Union may seek guidance, inquire with, and make direct contact with the HEALTHCARE broker/s servicing the CUSD.

6.8.1 - The District will not act to restrict or filter information relevant to robust collective bargaining conversations.

Employee Access to FULL-TIME EMPLOYMENT:

Interest...

FULL-TIME EMPLOYMENT - Access: The Union proposes that employees in good standing be provided an opportunity to work in open positions that do not conflict with their current hours, so as to increase the opportunity to secure full-time employment and access to the District's fully funded HEALTHCARE package.

6.8 - Employees will be provided an opportunity to work in open positions that do not conflict with their current hours, so as to increase the opportunity to secure full-time employment and access to the District's fully funded HEALTHCARE package.

WAGE EQUITY:

Interest...

In regard to the hourly wages of District employees working in the same job classifications, the Union proposes establishing WAGE PARITY for permanent employees. We propose that it is inequitable for new employees (*Who often arrive without any experience.*) to be hired at a higher hourly rate than those who are currently providing high-quality service in these same positions and job classifications. A new employee should not be receiving a higher hourly rate than a senior employee who has worked in the same classification for 10, 15, or 20 years.

In addition, whenever the CUSD's need to introduce "hiring bonuses" to attract new employees, it demonstrates the need to update its understanding of the actual economic costs and value of the essential services provided by District personnel.

The Union proposes that whenever the District provides hiring-bonuses to attract new CLASSIFIED employees, it also update its compensation values by providing the same \$ value in retention bonuses to CLASSIFIED employees already working in the District.

6.2 The Board of Education has the sole authority for reasons it deems appropriate, to grant additional compensation to individuals and/or groups beyond the regular salary schedule.

- **6.2.1 - Retention Bonuses: When the District determines it necessary to provide "hiring bonuses" to attract new employees to the CUSD, the value of said "hiring bonus" will be provided to all current employees in that specific job-classification/s.**

6.2.1.1 - For the 2023-24 School Year, "retention bonus" will be provided to employees who served in any job classifications where a "hiring bonus" was provided to a job candidate during 2023-24. Bonuses will be paid out on the June 2024 pay warrant. "Retention bonuses" will be set at the same value as the highest hiring bonus provided for; on a per job classification basis.

6.2.1.3 - "Hiring bonuses" will not be distributed until an employee has provided no less than 6 months of service (in calendar days) to the CUSD.

6.2.1.4 - When the District enters into the practice of hiring new employees at the highest values of a given salary-range (as per a given job description), it will modify the wages of all current employees in that same job description; to reflect the increased value of the service current employees are providing.

CAREER INCREMENTS:

Interest...

Increase career increments, to ensure wage parity between newly hired employees and senior employees; as well as to improve employee longevity and the benefits to the system associated with employee longevity.

6.4. Career Increments

6.4.1 - A person who has attained permanent status in the classified service, who is employed not less than three (3) hours a day, five (5) days a week, and who has served in the employ of the Carpinteria Unified School District for the periods of time indicated in the schedule below shall be granted career increments apply to that unit member's base salary. (Base salary placement.):

- On the 1st of July after the completion of year seven (7), there shall be a longevity increment of 3%. **18%** 14%
- On the 1st of July after the completion of year eleven (11), there shall be a longevity increment of 5%. **20%** 16%

- On the 1st of July after the completion of year fifteen (15), there shall be a longevity increment of ~~7%~~ **22%** 18%
- On the 1st of July after the completion of year nineteen (19), there shall be a longevity increment of ~~9%~~ **24%** 20%
- On the 1st of July after the completion of year twenty-three (23), there shall be a longevity increment of ~~11%~~ **25%** 21%
- On the 1st of July after the completion of year twenty-seven (27), there shall be a longevity increment of ~~13%~~ **26%** 22% .

The percentages set out above are totals for that year and are not to be cumulative.

6.4.2 - In determining eligibility for such career increments, the following leaves do not constitute a break in service:

- a. Time spent on earned vacation, **jury duty**, sick leave, bereavement leave, and industrial accident or illness leave for which salary benefits are provided by the District, and on military leave.
- b. Authorized absences without salary for a period of thirty (30) workdays or less.

STIPENDS:

Interests...

BILINGUAL SERVICE Stipend Values: The Union proposes increasing BILINGUAL SERVICE stipends or salary enhancements to better reflect the value of these services provided by District Support Staff. Such stipends are intended to promote the use of unique talents and professional increase access to services and compensation for said services, and the stipend value.

6.3. Stipends

6.3.1 - **BiLingual Stipend:** The District agrees to pay a ~~three thousand (\$3,000)~~ **four-thousand dollar (\$4,000)** annual bilingual stipend to positions within those classifications that are required to use a second language no less than twenty-five percent (25%) of the time. Those applying for the stipend must provide proof of fluency by passing the current examination provided bilingual classifications. Input from the site principal will be solicited to determine which positions require these stipends. The District currently believes the scope of the modification will ~~be one~~ **include at least one** clerical position at each school site.

6.3.1.1 - The current examination is attached to the CLASSIFIED CBA, as "Appendix E", and will contain the specific documents and requirements associated with said examination.

6.3.1.2 - Any employee providing 75% FTE service in the DLI program will be eligible for the Bi-Lingual Stipend.

Specialized Health Care Procedures

Interests...

Specialized Health Care Procedure Stipends: With the increased need for both Instructional Aide III's and specialized medical care for students, the Union proposes increasing Specialized Health Care stipends or salary enhancements to better reflect the value of these services provided by District Support Staff.

6.3.2 - **Specialized Health Care Procedures:** Instructional assistants whose job descriptions don't contain the

requirement for the performance of specialized health care procedures, and who have volunteered and been trained to perform those services will be paid a stipend of ~~one hundred and fifty dollars (\$150)~~ **three-hundred dollars (\$300) monthly** for the availability to perform those specialized healthcare procedures.

6.3.2.1 - Examples of qualifying specialized health care procedures include any healthcare procedure that falls outside the scope of routine hygiene support, but are not limited to:

*** Events requiring the administration of FIRST AID; associated with injuries requiring medical assistance (i.e. broken arms, dental injuries, , serious lacerations, head trauma, stitches, CPR, rescue breathing, etc.),**

*** Routine service associated with medical conditions such as frequent epileptic episodes, diabetes and insulin, colostomy bags, hepatitis, etc.**

CPR / First Aid

Interests...

Union Leadership envisions a day when CUSD has developed a culture of safety and well-being that includes the most obvious of safety measures and strategies. CUSD serves a unique role in the community, where it can promote, mentor, and lead all District stakeholders in the development and maintenance of a culture of safety readiness and well-being; to include District students, employees, and their families.

CUSD will demonstrate its commitment to a culture of SAFETY and well-being by requiring mandatory First Aid & CPR training for all District employees, to be conducted at the outset of each new school year.

6.3.3 - A First Aid / CPR Stipend will be offered to any unit-member, demonstrating a RED CROSS (or similar) First Aid & CPR certification, will be eligible for a three hundred dollar (\$300) annual stipend.

6.3.3.1 - The unit-member must maintain valid certification status throughout the entire period of a given instructional year.

6.3.3.2 - Eligible unit-members who are credentialed to provide CPR/FIRST AID training will receive an additional one-hundred (\$150) stipend annually.

6.3.3.2.1 - Eligible unit-members who are credentialed to provide CPR/FIRST AID training must train no less than 10 unit-members to be eligible for the stipend.

6.3.3.2.2 - Eligible unit-members who are credentialed to provide CPR/FIRST AID trainings for more than 30 unit-members in an annual instructional year will be eligible for an additional one-hundred (\$150) stipend.

6.3.4 - SAFETY Team Stipend: Classified personnel serving on School Site Safety Teams or the CUSD Safety Team are eligible and will receive a five hundred dollar (\$500) annual stipend.

HAZARD PAY

Interests...

HAZARD PAY STIPENDS: The Union proposes that employees working while under the status of "Essential Workers," or working with physically dangerous or violent students (**see below, as per CA. Ed Code , Cal. Code Regs. Tit. 5, § 11992 - 11993 - Definitions*), will receive increased compensation in the form of a stipend or hazard pay. .

6.3.5 - In the event a Classified employee is required to supervise or work directly with physically dangerous or violent students (*see below, as per CA. Ed Code , Cal. Code Regs. Tit. 5, § 11992 - 11993), said employee will receive increased compensation in the form of "hazard Pay."

6.3.5.1 - A student will be considered "dangerous or violent" if they have engaged in the defined behaviors cited in, Ed Code , Cal. Code Regs. Tit. 5, § 11992 - 11993; in the last 12 instructional months.

6.3.5.1.1 - The defined behavior may be demonstrated by either the student's disciplinary record or juvenile record with law enforcement.

6.3.5.2 - The District will provide the employee a stipend of 50% above their hourly wage rate.

6.3.6 - In the event of school closures, associated with public health crisis, pandemic, or state of emergency, a CLASSIFIED unit-member is required to provide service, based on the "essential" status of their position or services provided will receive increased compensation. The District will provide that "essential worker" a stipend of 50% of their hourly wage rate.

6.3.6.1 - The 50% stipend, cited above, will not apply to employees on any form of a LEAVE of absence. Only "essential workers" reporting in person will be eligible for the hazard pay stipend.

* Section 11992 - Provisions**(a)** A California public elementary or secondary school is "persistently dangerous" if, in each of three consecutive fiscal years, one of the following criteria has been met: **(1)** For a school of fewer than 300 enrolled students, the number of incidents of firearm violations committed by non-students on school grounds during school hours or during a school-sponsored activity, plus the number of student expulsions for any of the violations delineated in subsection (b) is greater than three.**(2)** For a larger school, the number of incidents of firearm violations committed by non-students on school grounds during school hours or during a school-sponsored activity, plus the number of student expulsions for any of the violations delineated in subsection (b) is greater than one per 100 enrolled students or a fraction thereof.**(b)** Applicable violations include:

(1) Assault or battery upon a school employee (Education Code section 48915(a)(5));

(2) Brandishing a knife (Education Code section 48915(c)(2));

(3) Causing serious physical injury to another person, except in self-defense (Education Code section 48915(a)(1));

(4) Hate violence (Education Code section 48900.3);

(5) Possessing, selling or furnishing a firearm (Education Code section 48915(c)(1));

- (6)** Possession of an explosive (Education Code section 48915(c)(5));
- (7)** Robbery or extortion (Education Code section 48915(a)(4));
- (8)** Selling a controlled substance (Education Code section 48915(c)(3)); and
- (9)** Sexual assault or sexual battery (Education Code section 48915(c)(4)).

(c) In instances where a student committed a violation enumerated in subsection

(b) for which expulsion proceedings would have been instituted, but is no longer a student and therefore cannot be expelled, that violation must be reported in the total number of incidents and expulsions referenced in subsection (a) Cal. Code Regs. Tit. 5, § 11992.