ARTICLE 11 PAY AND ALLOWANCES

A. Bargaining unit members employed by the District as of July 1, 2018 shall also receive a one-time, off the salary schedule bonus of one percent of their 2018-2019 annual salary.

This bonus shall be paid, on a separate check, within one (1)-month forty-five (45) days of the ratification of this agreement.

Effective July 1, 2018 the salary schedules for all unit members shall be increased by 4.5%.

- B. For the duration of this contract, the District agrees to provide an overall percentage rate increase equal to the greatest overall percentage rate raise, bonus, or any other form of monetary compensation as measured over the three-year term of this Agreement granted, with the exception of job studies or reclassifications, granted to any recognized collective bargaining unit within the Alameda Unified School District. In addition, either party may reopen this article once during the term of the Agreement in accordance with Article 21.
- C. All regular paychecks of employees in the bargaining unit shall be itemized to include deductions. Employees shall be advised annually of their accumulated sick leave, vacation, and compensatory time.
- D. All Office Technical shall be paid in twelve equal installments, one per month payable on the last working day of the month. All Paraprofessional shall be paid once per month, payable on the last day of the month that the District Office is open.
- E. Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the Payroll Department.
- F. An employee receiving a promotion shall be moved to the appropriate range. Within the new range, the promoted employee shall be placed at the higher of (1) the salary step commensurate with his/her experience in the new position, or (2) the salary step that increases the promoted employee's salary by \$60 per month.
- G. Any bargaining unit member who is required to use his/her vehicle on District business shall be reimbursed at the current District rate for all miles driven on behalf of the District. This amount shall be payable on a separate warrant drawn against District funds after approval by the Governing Board. Employees shall not be required to use their personal vehicles to transport students.
- H. Any bargaining unit member, who, as a result of a work assignment, must have meals away from the District, shall be reimbursed for the full cost of the meal upon submission of the claim.

- Any bargaining unit member, who, as a result of a work assignment, must be lodged away
 from home overnight, shall be reimbursed by the District for the full cost of such lodging.
 Where possible, the District shall provide advance funds to the employee for such lodging.
 If advanced funds are not available or do not cover the full cost of required lodging, the
 District shall reimburse the employee for out-of-pocket lodging expenses as soon as
 possible.
- J. The District agrees to additionally compensate long-service employees in accordance with the following:

Years of service shall be anniversary years based upon the date of employment.

- 1. Employees who have completed eight (8) years of continuous service shall be granted a 3% longevity increment.
- 2. Employees who have completed fifteen (15) years of continuous service shall be granted an additional 3% longevity increment.
- 3. Employees who have completed twenty (20) years of continuous service shall be granted an additional 3% longevity increment.
- 4. Employees who have completed twenty-five (25) years of continuous service shall be granted an additional 3% longevity increment.
- 5. Employees who have completed thirty (30) years of continuous service shall be granted an additional 3% longevity increment.
- K. A shift differential of 9% above the regular rate of pay shall be paid when the employee's regular work shift begins before 7:00 a.m. or ends after 5:00 p.m. Pay shall be as follows:
 - 1. For the entire shift if the shift begins before 6:00 a.m. or ends after 6:00 p.m.
 - 2. For any hour worked between 6:00 a.m. and 7:00 a.m. or between 5:00 p.m. and 6:00 p.m.

An employee who ordinarily receives a shift differential premium shall not have a reduction in pay when assigned to a day shift for the employer's convenience or during school recesses.

L. Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds a 15 calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of

classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Notwithstanding any provisions of this section the Governing Board may, by written rule, provide for an upward salary adjustment for any classified employee required to work out-of-classification for any period of time less than that required herein.

M. Classification and reclassification shall proceed in accord with the process described in Appendix G. All bargaining unit members shall have the right to avail themselves of the reclass procedures outlined in Appendix G.

N. Paid Time for In-Service

Special Education (groups III, IV, and V) Paraprofessionals shall receive six (6) hours paid time per year for in-service purposes conditioned on the approval of the administrator in charge of the program.

O. CSEA shall establish a paraprofessional training committee for the purpose of designing a training program for paraprofessionals for one staff development day annually. The committee shall make recommendations on training needs to the District by April 15th of each fiscal year for implementation for the next fiscal year.

P. <u>Personal Property Damages</u>

The District shall reimburse unit members for any loss, destruction or damage to personal property used in the schools of the District to a maximum amount of \$500 per incident. Reimbursement shall be made only when approval for the use of personal property in the schools was given before the property was brought to school or used in the schools and when the value of the property was agreed upon by the person bringing the property and the appropriate school administrator at the time the approval for use of the property was given per AUSD Personal Property Form. The preceding sentence shall not apply to the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such item(s) is/are lost or damaged in the line of duty without fault of the employee, but not when the item is lost or damaged as a result of normal wear and tear. The value of any item(s) shall be determined as of the time of the loss thereof or damage thereto.

Any personal property damage resulting from use of the property in the schools requiring the replacement or repair of such article(s) shall be reported on the District's incident report (with claims attached) and be submitted to the Business Office.

Reimbursement is not related to insurance company approvals.

Q. A payroll worksheet shall be provided for each employee within thirty (30) days whenever there is a change in that employee's classification, rate of pay, or work week.

Continuing employees who work less than a twelve-month work year shall be provided a payroll worksheet not later than October 31 of each year, detailing salary, holidays, and benefits for that work year.

- R. New unit members will ordinarily be hired at Step A of the Salary Schedule except when the District determines that a higher step is warranted.
- S. Any unit member who is required to perform the duties of a CSEA negotiating team member when that member is attending negotiations shall receive an upward adjustment in salary starting on the first day of absence consistent with the negotiating team member's classification and the substituting employee's position on the salary schedule.

T. <u>125 Plan</u>:

Employees may elect to participate in approved 125 Plans, as established by the District and CSEA.

U. Sick Leave Incentive

A unit member shall accumulate one extra day of sick leave for each year that the employee uses one or less days of sick leave.

A donation to the catastrophic leave bank or use of up to three days of personal necessity as religious holidays shall not constitute use of sick leave for purposes of this provision.

V. Any bargaining unit member who is qualified and is assigned the duties of a substitute teacher shall receive his/her regular hourly rate of pay plus one-half of the daily substitute teacher rate of pay.

W. No Strike Provision

It is expressly agreed by both parties that there will be no strike, work stoppage, slow down, job action, picketing, or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with the operations of the District, by the Association or by its officers, agents, or members during the term of this Agreement, including concerted action for the purpose of showing support of other union organizations engaged in such activity. Upon exhaustion of all available impasse procedures for issues relative to any reopener under this Agreement, the parties agree that this article shall be null and void until such time as a negotiated and ratified agreement regarding such reopener is reached.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, concerted action, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

This No-Strike Provision shall not be enforced through the Grievance procedure of Contract.

Tentatively Agreed to July 2, 2018	11.03 am
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ARTICLE 11: "ME-TOO" EXAMPLES

1	2018-19	2019-20	
AEA	4.5%	Reopener	
CSEA	4.5%	Me-Too	

2	2018-19	2019-20	
AEA	5.0%	Reopener	
CSEA	5.0%	Me-Too	

3	2018-19	2019-20	Total	
AEA	2.5%	2.5%	5.0%	
CSEA	4.5%	0.5%	5.0%	

4	2018-19	2019-20	2020-21	Total	
AEA	2.0%	2.0%	2.0%	6.0%	
CSEA	4.5%	0.0%	1.5%	6.0%	