

DATE: 6/13/24

TIME: 3:20

2024 CBA Negotiations
The Accelerated Schools (TAS) and Service Employees International Union
Local 99 (SEIU)
Comprehensive Tentative Agreement – June 13, 2024

The following changes to the existing labor agreement are tentatively agreed upon to be incorporated into a successor agreement and would become effective upon ratification unless otherwise stated herein. This tentative agreement remains subject to consideration and ratification by the Board of Trustees.

1. Term – Through June 30, 2026
2. Salary (Art. IV) – Effective the first full pay period following July 1, 2024 or ratification of the CBA, whichever is later, each employee shall receive a \$2/hour increase to their base hourly rate of pay. Effective the first full pay period following July 1, 2025, there shall be a 6.0% salary increase.
3. Longevity Bonus (Art. IV) – A one-time longevity bonus shall be paid as follows:

20 Years of Service – As of the date of ratification of the CBA, all employees who have at least 20 years of total service as a TAS employee shall receive a one-time longevity bonus of \$5,000. For all other employees, upon completion of 20 years of total service as a TAS employee, the employee shall receive a one-time longevity bonus of \$5,000.

25 Years of Service – As of the date of ratification of the CBA, all employees who have at least 25 years of total service as a TAS employee shall receive a one-time longevity bonus of \$5,000. Such employees shall also receive the 20 Years of Service bonus of \$5,000 for a total one-time bonus of \$10,000. For all other employees, upon completion of 25 years of total service as a TAS employee, the employee shall receive a one-time longevity bonus of \$5,000.

The longevity bonuses are one-time pays and not annual pays. Years of service is based on full years of service starting at the employee's hire date.

4. Longevity Pay (Art. IV) – A monthly longevity pay shall be paid as follows:

0 to 5 Years of Service	No longevity pay
6 to 10 Years of Service	\$100/month

DATE: 6/13/24

TIME: 3:20

11 to 15 Years of Service	\$150/month
16 to 20 Years of Service	\$200/month
21 to 25 Years of Service	\$250/month
26 plus Years of Service	\$300/month

Years of service is based on full years of service starting at the employee's hire date. Employees shall only receive the monthly longevity pay during months of the work calendar.

5. Paid Time Off (Art. VI) – Paid Leaves of Absence (i.e. paid sick leave) and Vacation provisions shall be combined into a new Paid Time Off (PTO) provision. On July 1 of each year, 12-month employees shall have a total of 80 hours and 10-month employees shall have a total of 64 hours of PTO in their PTO bank. Unused PTO from the prior July to July 12-month period shall carry over to the following 12-month period. Upon carry over, on July 1, employees earn additional PTO for the following 12-month period so that they have a total of 80 hours for 12-month employees or 64 hours for 10-month employees of PTO in their PTO bank. If the employee carries over 80 hours for 12-month employees or 64 hours for 10-month employees of PTO from the prior 12-month period, then they do not earn additional PTO for the following 12-month period. Employees shall not maintain greater than 80 hours for 12-month employees or 64 hours for 10-month employees of total PTO at any given time. Employees may use up to 40 hours of PTO as paid sick leave in accordance with California law.

6. Holidays (Art. VI) – Change language of Holidays provision to as follows:

Holidays observed:

New Years Day
Martin Luther King Jr. Day

President's Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day

DATE: 6/13/24

TIME: 3:20

Christmas Day

When a holiday falls on a Saturday or a Sunday it is usually observed on the preceding Friday or the following Monday. However, TAS may close on another day or grant compensating time instead of closing. Holiday observance will be announced in advance.

Eligible employees begin holiday pay after completion of his or her introductory period. To be eligible for holiday pay, an employee must be regularly scheduled to work on the day on which the holiday is observed and must work regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by a supervisor.

Temporary, substitute, and non-exempt part time employees working less than 30 hours per week are not eligible for holiday pay. Eligible Classified employees that have not completed their 90-day introductory period are not eligible for holiday pay. Holiday pay will be calculated based on straight time pay rate (as of the date of the holiday) times the number of hours an employee would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. Non-exempt employees required to work on a designated holiday will receive straight time pay.

7. Bereavement Leave (Art. VI) – Include new provision on Bereavement Leave to state as follows:

“Employees shall receive bereavement leave in accordance with the Personnel Policy Handbook and California law.”

8. Tuition Reimbursement (New Article) – Include new article on Tuition Reimbursement to state as follows:

- a. Approval for tuition reimbursement shall only be obtained through the District tuition reimbursement form that is signed by the Chief Human Resources Officer or designee before commencement of the course or program. Approval shall be at the sole discretion of the District. Employees shall not be eligible for tuition reimbursement unless approval has been granted.

DATE: 6/13/24

TIME: 3:20

- b. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed for degree attainment or receipt of certification upon completion. The Chief Human Resources Officer or designee shall have sole discretion to determine whether the course(s) or program meets these eligibility requirements.
- c. The course(s) or program shall not be taken during the employee's assigned duty hours.
- d. Reimbursement shall be made as soon as practicable following presentation of official receipts submitted to the Chief Human Resources Officer or designee and satisfactory evidence of successful completion of the approved course(s) or program.
- e. If grades are received, successful completion shall be defined as a grade of C or passing in order to be eligible for reimbursement.
- f. Tuition reimbursement shall be limited to a maximum of \$2,500 during any 12-month period.
- g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.
- h. If an employee voluntarily separates from employment from the District within two years of receiving such reimbursement, the employee agrees to and is required to pay back the full amount of the tuition reimbursement received.
- i. An employee is not eligible for the tuition reimbursement if the employee is currently receiving tuition reimbursement from any other governmental agency, organization or association.

DATE: 6/13/24

TIME: 3:20

- j. All determinations made by the Chief Human Resources Officer or designee with regards to the employee's eligibility to receive the tuition reimbursement shall not be subject to any grievance or appeal procedure.
 - k. The tuition reimbursement program shall become effective July 1, 2024 or upon ratification of the CBA, whichever is later.
9. Health Benefits (Art. V) – Change language of Health Insurance Allowance provisions to read as follows:

Health Insurance Allowance

- 1. Effective the first full pay period following October 1, 2024, each eligible full-time unit member shall be entitled to receive up to a maximum monthly insurance benefit contribution towards medical, dental, vision and life premiums as follows. These amounts are for 12-month employees.

Employee Only	\$394.54 per pay period; \$789.08 monthly
Employee Plus One	\$783.59 per pay period; \$1,567.18 monthly
Family	\$1,110.66 per pay period; \$2,221.32 monthly

10-month employees maintain coverage over 12 months but shall receive pro-rated amounts of the above over 10 months.

- 2. In the case where spouses or registered domestic partners are both employed by TAS, for the purpose of securing health and welfare benefits for the employees and eligible dependents, the maximum amount of TAS contribution available shall be the total of the maximum amounts available to each employee individually.
- 3. Effective October 1, 2025, should the total monthly insurance benefit premium amount of the Kaiser \$20 medical plan, VSP vision, and Delta dental PPO be higher than the stated amounts above, then TAS and the unit member shall split the difference of the excess amount 50/50. The new maximum monthly insurance benefit contribution towards medical, dental, vision and life premiums effective October 1, 2025 would then be the stated amounts above plus the split difference of the excess amount as described herein.
- 4. Effective October 1 in subsequent years, should the total monthly insurance benefit premium amount of the Kaiser \$20 medical plan, VSP vision, and Delta dental PPO be higher than the maximum monthly insurance benefit contribution towards medical, dental, vision and life premiums effective the prior October 1, then TAS and the unit member shall split the difference of the excess amount 50/50. The new maximum

DATE: 6/13/24

TIME: 3:20

monthly insurance benefit contribution towards medical, dental, vision and life premiums effective October 1 of the subsequent year would then be the maximum monthly insurance benefit contribution towards medical, dental, vision and life premiums effective the prior October 1 plus the split difference of the excess amount as described herein.

10. Monthly Meetings with CEO – The CEO or designee(s) will endeavor to hold meetings on a monthly basis with three SEIU designated employee representatives, one from each school site (TAS, ACES and WAHS). The purpose of these meetings is to discuss District-wide contract enforcement matters, safety matters, or any other matters related to working conditions. This agreement will be articulated in a side letter between the parties.
11. Retirement (403(b)) – TAS will discuss and provide information on the existing 403(b) retirement plan that is available to employees. TAS will endeavor to hold informational sessions with employees to discuss the 403(b) retirement plan benefits.

For TAS:

Cynthia Neely
[Signature]

Dulcia Torres
[Signature]

For SEIU:

Margaret [Signature]

[Signature]

[Signature]

Carina Carrasal

[Signature]

[Signature]

[Signature]

**Memorandum of Understanding
Between
The Accelerated Schools (TAS) and Service Employees International Union
Local 99 (SEIU)**

June 13, 2024

The Accelerated Schools and SEIU Local 99 (collectively, the "Parties") enter into this Memorandum of Understanding and agree as follows:

Monthly Meetings with CEO – The CEO or designee(s) will endeavor to hold meetings on a monthly basis with three SEIU designated employee representatives, one from each school site (TAS, ACES and WAHS). The purpose of these meetings is to discuss District-wide contract enforcement matters, safety matters, or any other matters related to working conditions. This agreement will be articulated in a side letter between the parties.

It is so agreed on this 13th day of June, 2024.

For TAS:









For SEIU:














