

**AGREEMENT**  
between the  
**SANTA MARIA JOINT UNION**  
**HIGH SCHOOL DISTRICT**  
and the  
**CALIFORNIA SCHOOL EMPLOYEES**  
**ASSOCIATION**  
**Central Coast Chapter 455**  
**July 2022 to June 2025**

Ratified by CSEA: February 16, 2023

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ARTICLE 1  
RECOGNITION

- 1.1 The District confirms its recognition of the Association as the exclusive representative for all bargaining unit employees specifically enumerated in Appendix A.
- 1.2 All management, supervisory, confidential, professional experts, substitute and short-term employees (as defined in Education Code 45103(b)(1) and (2)), walk-on coaches, certificated staff, and student workers shall be excluded from the unit. Education Code is available at <http://leginfo.legislature.ca.gov/>
- 1.3 Confidential Employees:
- Accountant-Confidential
  - Administrative Assistant – Business, Confidential
  - Administrative Assistant – Curriculum and Instruction, Confidential
  - Administrative Assistant – Human Resources, Confidential
  - Executive Assistant to the Superintendent
- 1.4 The District agrees to consult with the Association on the inclusion of new positions within the Confidential unit set forth above.

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ARTICLE 2  
HOURS OF EMPLOYMENT

2.1 Hours

2.1.1 The traditional work week of a full-time unit member shall be forty (40) hours, Monday through Friday, and the regular work day shall be eight (8) hours exclusive of a duty-free meal period of no less than thirty (30) minutes as assigned by the District in accordance with other provisions of this Collective Bargaining Agreement. A calendar week shall be defined as Monday 12:30:01 a.m. through Monday 12:30:00 a.m.

The work week of a full-time unit member working a non-traditional work week shall include five (5) work days and two (2) consecutive days off.

2.1.2 Evening Custodians whose regularly assigned work day ends after 7:00 p.m. shall receive a Shift Differential as noted in Article 3.10 of this Collective Bargaining Agreement.

2.1.3 Upon hiring, transferring, and/or promoting into a bargaining unit position, the unit member shall be provided by the District with a written work schedule that shall include start time, end time, rest and lunch periods (if applicable). For Bus Drivers, the written schedule shall only include start and end times reflecting the unique nature of their work schedules for rest and lunch periods.

2.2 Adjustment of Work Day

2.2.1 The work day of all unit members shall be established by the District upon hire. Any permanent change in the work schedule of the unit member working hours of one (1) hour or less shall require written notification to the affected unit member(s) a minimum of two (2) weeks prior to implementation. This two (2) week period may be waived by mutual agreement. Written notice, including a copy of this article (2.2.1), shall be provided during the employee's regular work year. During the

period between notification and implementation, the unit member may request a meeting with the Assistant Superintendent of Human Resources and CSEA to discuss the change. Any permanent shift in work days or work schedule of more than one (1) hour after the date of hire shall be coordinated through the Human Resources Department, and shall be by written mutual agreement of the unit member and the District. If mutual agreement is not reached, the Association and District shall negotiate any proposed change(s).

2.2.2 By mutual agreement of management and the employee, a unit member may work temporary flexible non-standard starting and ending time work days based upon demonstrated needs of the department. This clause shall not be used to avoid overtime. The unit member shall not be evaluated negatively for declining a temporary flexible schedule. This agreement shall be in writing and an agreement for any flexible assignment of more than a day shall be forwarded to the Assistant Superintendent of Human Resources (or management designee) and CSEA.

2.2.3 Unit members who work a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis (Education Code 45136 and 45137). This change of basic assignment shall also include changes in health benefit eligibility.

## 2.3 Rest Periods

2.3.1 Rest periods of up to fifteen (15) minutes will be provided to unit members during each scheduled work period of four (4) consecutive hours. These paid rest periods, as assigned by the District, should not be combined with another rest period or combined with a lunch period to extend the lunch period. Rest periods shall not be used to shorten the work day. Rest periods are meant to be duty free. Should a

rest period be interrupted by the District, the unit member shall be permitted to resume their duty-free rest period for the amount remaining of the rest period time prior to the interruption. Rest periods must be taken at the time scheduled by the immediate supervisor, unless temporarily changed by mutual agreement.

## 2.4 Lunch Periods

2.4.1 Unit members who work for a period of more than five (5) hours per day shall be granted a duty-free, unpaid meal period of no less than thirty (30) minutes. This lunch period, as assigned by the District, should be taken as close to the midpoint of the employee's regularly scheduled work day as possible. Should a lunch period be interrupted by the District, the unit member shall be permitted to resume their duty-free lunch period for the amount of lunch period time remaining prior to the interruption. Lunch periods must be taken at the time scheduled by the immediate supervisor, unless temporarily changed by mutual agreement.

2.4.2 The lunch period for unit members working six (6) hours or less per day may be waived in special circumstances by mutual agreement of the unit member and the Assistant Superintendent of Human Resources (or management designee). Upon mutual agreement being reached by the parties, the waived lunch period shall remain in place for the remainder of the school year, or until one or both of the parties determines a need for the lunch period waiver to be removed during the school year. The mutual agreement must be in writing, signed by the parties, with a copy being provided to CSEA.

## 2.5 Overtime

2.5.1 The District shall provide compensation at a rate equal to one and one-half (1½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40)

hours in any calendar week.

- 2.5.2 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, or other paid leaves of absence, shall be considered as time worked by the unit member.
- 2.5.3 The designation, authorization and allocation of any overtime shall rest solely with the immediate supervisor. Unit members shall not work overtime/extra hours until authorized and approved by the immediate supervisor, except in emergency situations. An “emergency” for the purposes of this section is defined as the effects of natural, manmade, war-caused emergencies, or circumstances which could not have been planned for.
- 2.5.4 Overtime shall be offered, distributed and rotated as equitably as practical within the same classification in the department, first to those who regularly perform the duties and next to those skilled in the duties.
- 2.5.5 Transportation, Maintenance, and Security shall use a weighted system to ensure that overtime opportunities are applied equitably. In these departments, the weighted system resets itself each year on July 1.
  - 2.5.5.1 In the weighted system for overtime, every July 1 an overtime roster is generated by seniority. Both the “worked” hours and the “turned-down” hours of overtime accumulated are tracked on the OT roster. Rules for the sequence of employees asked first are: 1) skilled to do the work and 2) have the least hours worked/turned down. At the end of the fiscal year the hours are reset, and the tracking process starts over. Unplanned continuance of a job will be assigned to the person that started the job and the hours will be tracked on the OT roster.
  - 2.5.5.2 For Maintenance employees at the sites, employees shall respond by

the date set by the immediate supervisor. No response from an employee shall constitute a rejection of the overtime opportunity.

Overtime opportunities shall be flown for at least 72 hours.

2.5.6 Forced overtime, by department, will be assigned to the unit member with the lowest seniority first, then assigned upward in seniority to ensure overtime is assigned equally.

2.5.6.1 Seniority is defined in Article 20.3.1.

2.5.7 A unit member having an average work day of less than four (4) hours during the work week on a regular basis shall, for any work required to be performed on the seventh day following commencement of his/her work week, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay.

2.5.8 When an employee is required to work on a paid holiday listed in Article 6, paragraph 6.1.1 of this Agreement, the employee shall be paid compensation at the rate of time and one-half of the employee's regular rate of pay for all hours worked. This amount of pay is in addition to the employee's regular pay for the holiday which is already incorporated into their monthly salary or even pay calculation.

## 2.6 Extended Work Day

2.6.1 An attempt will be made to hold all work-related meetings during work time. If a unit member is required to attend a meeting outside of regular work hours or on a day not designated as a regular work day, they will be compensated for such time at their regular hourly rate or overtime rate as appropriate.

2.6.2 Employees who are scheduled to work less than eight (8) hours per day, and are authorized to work extra hours shall be compensated up to and including the 8th hour at their regular hourly rate.

2.6.3 The District shall offer Extended Day Work in the same manner as outlined above

for overtime in Article 2.5.3.

## 2.7 Call Back Time

2.7.1 Whenever a unit member has left the work site and is called back to work when not regularly scheduled to be on duty, compensation will be for a minimum of two (2) hours.

2.7.2 In the event a unit member is contacted for a work-related reason after leaving the work site, and is not required to return to the work site, the unit member shall be compensated for fifteen (15) minutes or the actual time to complete the task whichever is greater.

## 2.8 Release Time for Mandatory Training

2.8.1 Specialized training for any unit member required to maintain or obtain the following is compensable time: EMT certificate, LVN license, SLPA certificate.

2.8.2 The District shall provide CPR and/or first aid training during work hours for those unit members who are required to maintain a current certificate.

2.8.3 The District shall provide Security Guard Training (SB1626) and Non-Violent Crisis Intervention Training during work hours for those unit members who have these requirements in their job descriptions.

## 2.9 Increased Hours and/or Workdays for Part Time Employees

In the event hours and/or workdays for a position are increased on a permanent basis, the incumbent shall first be offered the increase. Should the incumbent not accept the increased hours and/or workdays, the District shall, in seniority order, offer those hours and/or workdays to employees in the same classification and at the same worksite. Should no employee at that worksite accept those increased hours and/or workdays, the position may be posted and all members of the classification may apply. All of those applicants shall be given an interview.

#### 2.10 Workload Concerns

Bargaining unit members who feel that their workload has exceeded their ability to safely and effectively complete their assigned duties shall be encouraged to discuss their concerns with their immediate supervisor who shall assess their assigned duties, and where they feel appropriate, prioritize or adjust those duties.

#### 2.11 Volunteers

The encouragement and utilization of volunteers is not intended to supplant, reduce or transfer bargaining unit work. Copies of Volunteer Request forms shall be forwarded to CSEA upon request.

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ARTICLE 3  
PAY AND ALLOWANCES

The Parties agree that all steps and ranges of the salary schedule (Appendix C of this Collective Bargaining Agreement) shall be raised by one and seven one hundredths (1.07%) effective July 1, 2024. Members active on the date of board approval will also receive a four point five percent (4.5%) one-time off schedule payment.

3.1 Regular Rate of Pay

3.1.1 The regular rate of pay for each position in the unit shall be in accordance with the designated ranges established for each classification in this Agreement.

3.1.1.1 All classified employees newly hired in the District shall be placed on Step A of the current salary schedule (Appendix C) at the appropriate range of the designated job.

3.1.1.2 In cases where an appointee has at least five (5) years of equivalent experience within the past six (6) years in a public school district or county office of education, an appointee may be placed on a higher step, not to exceed Step C.

3.1.1.3 The Director of Classified Human Resources shall evaluate the experience of all candidates for appointment at the higher step and make the decision regarding the placement.

3.1.2 If an error has caused an employee to be underpaid, all monies due to the employee shall be paid to the employee within five (5) workdays as prescribed by Education Code 45167.

3.1.2.1 If there is an overpayment to a classified employee, the District shall notify the employee in writing of the overpayment. The District and employee shall work out a repayment plan. All repayment plans shall be reduced to

writing, signed by the District and the employee, and result in full reimbursement to the District within twelve months. If an employee leaves District service with an outstanding repayment plan, any remaining funds owed the District shall be deducted from the employee's final pay warrant. The employee shall sign a written agreement to this deduction at the time of establishment of the repayment plan. No monies shall be deducted from an employee's salary absent a signed repayment plan as noted above, or by a valid court order.

- 3.1.3 If a part-time unit member concurrently fills an additional part-time position in the same or lesser range, the unit member shall be paid on the same step in the additional position as in the position currently held.

### 3.2 Step Increases

- 3.2.1 Step increases shall be granted each July 1, based on a unit member's anniversary date occurring before March 1 of that school year until the unit member reaches the maximum salary step of the class assigned. If the anniversary date is on or after March 1, the step increase shall occur on the second July 1.
- 3.2.2 Throughout this Collective Bargaining Agreement, Anniversary Date is determined as follows: If an employee's hire date is from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, their anniversary date will be the 1<sup>st</sup> of that same month. If an employee's hire date is from the 16<sup>th</sup> to the end of the month, their anniversary date will be the 1<sup>st</sup> of the following month.

### 3.3 Longevity Pay

- 3.3.1 All bargaining unit members shall be eligible for longevity pay based on their anniversary date (See Appendix C).

Increments for part-time employees shall be prorated accordingly.

- 3.3.2 In determining eligibility for such longevity pay, the following leaves do not

constitute a break in service.

3.3.2.1 Time spent on earned vacation, sick leave, bereavement leave, industrial accident or illness leave, or FMLA for which salary benefits are provided by the District, and on military leave.

3.3.3 Time served while on substitute or short-term assignment and/or time not in the service of the District exceeding twenty (20) consecutive work days constitutes a break in service.

3.3.4 The service applicable toward longevity pay eligibility shall commence on the beginning date of last continuous employment.

3.3.5 Longevity pay shall be considered pensionable compensation as allowed under CalPERS guidelines and law.

#### 3.4 Mileage, Meals and Lodging

Authorized use of a private vehicle for school district business shall be reimbursed for mileage at the rate established by Board Policy and Administrative Regulation 3350. Such use requires prior approval of the District. Expenses for meals and lodging incurred while on approved District business shall be reimbursed at the rate established by Board Policy and Administrative Regulation 3350. All Board Policies and Administrative Regulations can be found at <http://www.gamutonline.net/districts/santamariajoint/>

#### 3.5 Promotion

3.5.1 An employee who receives a promotion shall be placed in the step of the new higher salary range that will provide a minimum of five percent (5%) increase in regular pay. However, when the promotion involves moving from the top step of one range to the top step of a new range and the top step of the new range is less than a five percent (5%) increase, the employee will receive the top step of the new range. A promotion cannot exceed the negotiated salary schedule.

3.5.2 When an employee is promoted to a higher range within six (6) months of the

employee's anniversary date, the District will accept the employee's original anniversary date for increment consideration from that point forward.

### 3.6 Professional Growth

3.6.1 The District shall continue to make a professional growth program available to unit members for the duration of this contract. The Professional Growth Program is an organized activity to improve performance of employees in the classified service of the District and to provide training enabling employees to gain new skills. In cooperation with the CSEA a point system will qualify participants for salary increments. Supervision of the Professional Growth Program will be provided by the Human Resources Department.

#### 3.6.2 Procedure for Course/Conference Approval

3.6.2.1 Course work should be appropriate for work within the same job family or related to earning a college degree.

3.6.2.2 A Professional Growth Approval form must be submitted to the Director of Classified Human Resources for approval for each course, conference, institute, lecture, seminar, workshop or convention prior to the date of attendance. The Professional Growth Approval form shall be made available on the District website. Decision of approval or denial shall be returned to the employee within five (5) working days of receipt.

3.6.2.3 An employee may appeal a denial to a committee comprised of one (1) classified member appointed by the Association and one (1) Human Resources Manager for their decision, which shall be final. The request for appeal shall be in writing and made to the Director of Classified Human Resources.

3.6.2.4 When a unit member has completed a course/conference they shall

submit a Request for Payment for Professional Growth Units to the Human Resources Department with the appropriate verification documents as listed on the form. The Request for Payment for Professional Growth Units form shall be made available on the District website.

### 3.6.3 Professional Growth Increment Qualifications

An increment for professional growth shall be \$225 each year for every ten (10) points earned. A professional growth increment will be paid in addition to the regular salary and can extend the maximum salary up to \$2,250 annually. Credit will not be granted when activities are held during regular working hours or if any of the expense is paid by the District. A professional growth increment can be earned by:

3.6.3.1 Course work and/or conferences should be appropriate for work within the same job family and deemed beneficial by the district or related to earning a college degree. Courses must be taken at an accredited university, college, community college or trade school.

Professional Growth Points will be awarded as follows:

Quarter/Semester Conversion

1 Quarter Credit = .67 Semester Credits

1 Semester Credit = 1.5 Quarter Credits

1.5 Quarter Units = 1 Semester Units = 2 Professional Growth Points

3 Quarter Units = 2 Semester Units = 4 Professional Growth Points

3.6.3.2 Credit for attendance at conferences, institutes, lectures, seminars, conventions and workshops not paid for by the district will be equated as one-quarter ( $\frac{1}{4}$ ) point for eight (8) hours appropriate for work within the same job family and deemed beneficial by the District.

3.6.4 The ten (10) points of each increment may be a combination of any of the areas listed above. When a unit member has qualified for an annual increment and has

more points than are required to meet that increment, the points shall be carried over and applied to a future increment.

3.6.4.1 The Professional Growth Program Application showing what courses have been applied to professional growth and any points carried over for future increment shall be available to the unit member upon request.

### 3.6.5 Limitations and Requirements

3.6.5.1 All professional growth candidates must, except for pass-fail courses, obtain a passing grade of "C" or better to receive full credit for the course.

3.6.5.2 Points must have been earned after the employment date with the District.

3.6.5.3 Courses cannot be duplicated for the purpose of earning additional increments.

3.6.5.4 No more than two professional growth increments of \$225 may be granted to a unit member in a single fiscal year.

3.6.5.5 Effective dates for the adjustment or compensation for those completing the required points during any current school year would begin the following July 1.

3.6.5.6 All work must be verified by official transcript or by other acceptable verification and must be filed in the Human Resources Office by June 30 of each year.

3.6.5.7 In order for a unit member to be eligible to receive a professional growth increment, he/she must have qualified and be in paid status with the District at the time the award is made.

## 3.7 Pay Warrants

3.7.1 Unit members shall be paid once per month in accordance with dates established by the Santa Barbara County Education Office. These dates shall be reflected in

the District's Payroll Calendar.

3.7.1.1 In the event there is a conflict with the scheduled payday and the District's holiday schedule, pay warrants shall be issued by delivering the pay warrants to the United States Postal Service for mailing via first class mail, on the day prior to the scheduled payday.

3.7.2 Newly hired unit members whose first day of employment occurs on or before the 15th of the month, shall be paid on the last workday of the month for the actual paid days scheduled in that month. Newly hired unit members whose first day of employment occurs after the 15th of the month, shall be paid by check for the actual paid days scheduled in that month no later than the 10<sup>th</sup> of the following month. Thereafter, the balance of the unit member's annual compensation shall be paid monthly in even installments until the end of the school year.

3.7.3 Returning unit members shall be paid for the actual paid days scheduled in the month they return. Thereafter, the balance of the unit member's annual compensation shall be paid monthly in even installments until the end of the school year.

### 3.8 Multilingual Premium

The District may determine that a site or an office requires an individual with oral multilingual skills be available to provide services to non-English speaking parents, students, and visitors. Determination of sufficient oral multilingual skills shall be the responsibility of the District, based on examination. Employees are eligible for multiple stipends dependent upon District need, and determination of skill in each language. An employee designated by the District to provide oral multilingual skills shall receive a premium of \$125.00 per month during their assigned work year for each designated language. This compensation shall be considered pensionable compensation as special

assignment pay according to CalPERS regulations. The District reserves the right to evaluate the need for oral multilingual skills and the payment of the premium at least once per year. There shall be no additional premium applied to classifications that require multilingual skills in their job descriptions as those classification salary ranges already reflect those multilingual duties and responsibilities. Employees no longer required to use oral multilingual skills shall not be asked to perform those duties after the date the District determines the use of that skill is no longer needed.

### 3.9 Specialized Health Care Procedures Premium

3.9.1 The District may determine based on student and classroom need that it is necessary for a unit member to perform specific specialized health care procedures as identified by the District. Unit members who perform specialized health care procedures shall be required to attend District facilitated training in accordance with Education Code sections 49422 and 49423. All trainings shall be at the District's expense and unit members shall be compensated for their time if any trainings are held outside their work day.

3.9.2 Unit members shall receive \$125.00 per month during their assigned work year for each of the specialized health care services for which they have been trained, certified, and authorized by the District to perform. The District reserves the right to evaluate the need for specialized health care procedures as it deems necessary. This compensation shall be considered pensionable compensation as special assignment pay according to CalPERS regulations.

3.9.3 The number of unit members in each classroom where the District has determined specialized health care procedures are required will be made in consultation with the classroom teacher but shall be no less than two (2).

3.9.4 Unit members will be selected for participation based on (1) willingness to participate and (2) seniority.



### 3.10 Shift Differential

Evening Custodians whose regularly assigned work day ends after 7:00 p.m. shall receive a Shift Differential equal to five percent (5%) above their monthly base salary for all time worked. This Shift Differential shall be pensionable under CalPERS to the extent permitted by law and CalPERS regulations.

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## ARTICLE 4

### HEALTH AND WELFARE BENEFITS

#### 4.1 Benefits

4.1.1 The District shall provide, at no cost to the employee, \$1,000 Accidental Death and Dismemberment Insurance.

4.1.2 The District shall provide Income Protection Insurance and a \$20,000 term life insurance policy for the employee only, at no cost to the employee, for those employees with a permanent assignment of at least fifty-percent (50%).

4.1.3 Health and welfare benefits are: medical, dental and vision insurance. Employees must enroll in the medical plan to qualify for dental and vision plans. All classified employees may voluntarily elect to participate in either the dental or vision plans offered by the District at any coverage level.

4.1.3.1 Fund 67, a self-insurance fund, includes IRC 125 funds, self-insurance premiums for dental and self-insurance premiums for vision. Each fiscal year, an annual accounting shall be done to evaluate the status of the components of the fund to adjust any/all premiums accordingly. All deposits to and income earned in this fund shall be accounted for and expended in accordance with California Government Code Section 53205 and Education Code Section 17566.

4.1.4 All employees working four (4) or more hours per day, in an assignment that is a minimum of six (6) months and one (1) day, shall be offered health and welfare benefits.

4.1.4.1 Dental and Vision insurance will be fully paid by the District. The District contributions to medical insurance are presented in Appendix D.

4.1.5 When both the subscriber and spouse/domestic partner are employees of the District and participate prior to February 1, 2008 in the health benefit program, their combined co-payment of premiums shall be calculated based on the percentage of time worked by each. At least one employee shall be full-time.

4.1.5.1 If two full-time employees are married/domestic partners, the district's contribution towards health benefits will be increased up to \$100 monthly (\$1,200.00 annually) for two-party coverage, or up to \$200 monthly (\$2,400.00 annually) for family coverage.

4.1.5.2 If two employees are married/domestic partners and one employee works less than full time, but four (4) or more hours, the fulltime employee shall be the subscriber and the less than full-time employee shall be a dependent on the plan selected. The District's contribution will be increased in accordance with the following:

Coverage Type		7.00 – 7.99 12 month	5.00 – 6.99 12 month	4.00 – 4.99 12 month	7.00 – 8.00 10 month	5.00 – 6.99 10 month	4.00-4.99 10 month
Single	Monthly	N/A	N/A	N/A	N/A	N/A	N/A
2 Party	Monthly	\$ 87.50	\$ 62.50	\$50.00	\$ 105.00	\$ 75.00	\$60
Family	Monthly	\$175.00	\$125.00	\$100.00	\$210.00	\$150.00	\$120.00

#### 4.2 Benefits Plan Continuation - Retirement

4.2.1 All employees are eligible to continue CalPERS Medical Insurance in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA) Section 22760. This is defined as a person who has retired within 120 days of separation from employment and who receives a retirement allowance from the retirement system provided by the employer. Benefits will be at the retired employees own expense unless the retiree qualifies for early retirement as defined in 4.3.

#### 4.3 Early Retirement

4.3.1 Prior to age 65, a retiree is eligible for a district contribution to Health and Welfare benefits if the following conditions are met:

4.3.1.1 The employee must have completed at least ten (10) years in the Classified service of this District at a minimum of four (4) hours per day, and

4.3.1.2 Participated in the District's health benefit plan for at least the last ten (10) years, and

4.3.1.3 have reached the age of fifty (50).

4.3.2 Early retirees may continue the district health and welfare benefit program with the District contributing at the amount as if actively employed for:

4.3.2.1 a maximum of ten (10) years, or

4.3.2.2 until the retiree attains the current Medicare eligibility age (65 years old in 2021), or

4.3.2.3 until such time as Federal or State insurance covers the retiree,

4.3.2.4 whichever comes first.

4.3.3 The employee may not return as a member of the classified service.

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## ARTICLE 5

### EMPLOYEE EXPENSES AND MATERIALS

#### 5.1 Uniforms and Protective Clothing

5.1.1 Unit members provided uniforms by the District shall be required to wear the provided uniform as intended during all work hours. The unit member will be responsible for laundering and for the minor repair of the uniform.

5.1.2 A request by the unit member for the replacement of uniforms that may be defective, badly damaged and/or no longer effective shall be made to their immediate supervisor.

5.1.3 The unit member will be responsible for the replacement of lost uniforms, or uniforms damaged or destroyed if purposefully misused.

5.1.4 The District agrees to provide all tools, equipment and supplies reasonably necessary for the performance of employment duties.

5.1.4.1 Should the duties of an employee reasonably require the use of Personal Protective Equipment; the District will furnish the equipment.

5.1.5 The District will provide safety footwear upon request and approval by the immediate supervisor. The District's contribution shall not exceed \$160.00. If the cost exceeds \$160.00, the employee will be responsible for the balance.

5.1.5.1 Unit members provided safety footwear by the District shall be required to wear the provided safety footwear as intended during all work hours.

5.1.5.2 Safety footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn. A request by the unit member for replacement safety footwear that may be defective and/or no longer effective shall be made to their immediate supervisor.

5.1.6 Unit members assigned to a School Site Health Office shall be eligible to receive reimbursement for the purchase of scrubs to be worn during their work day.

5.1.6.1 The allowed reimbursement will be no more than \$250.00 per school year (August through June).

5.1.6.2 The purchased scrubs should have a professional appearance and maintain a positive impression of the school.

## 5.2 Medical Examination

The District will pay for the cost of any medical examination required by the District for continued employment. The Superintendent may select or approve the doctor. The doctor selected shall be a State of California licensed physician. The District shall only require a medical examination of current employees if they have directly observed performance problems or symptoms which may indicate that the employee may have a medical condition that will prevent them from performing their essential job functions or pose a direct threat to staff, students, and/or the public. When the District is asking for a fitness for duty examination, they shall provide the doctor with a copy of the affected employee's job description. The doctor shall only be asked to determine whether or not the affected employee can perform the duties found in that job description. If the doctor determines that the employee cannot, the District shall ask the doctor to provide any limitations and if those limitations are temporary or permanent in nature. The District shall commence an interactive process with the employee to determine reasonable accommodations regarding any limitations. The employee may be represented by CSEA in this process should they choose to be.

## 5.3 Other Equipment

Unit members shall not be required to use their personal equipment for District business.



#### 5.4 District Property

Upon separation from the District, employees shall return all District clothing and equipment.

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## ARTICLE 6

### HOLIDAYS

#### 6.1 Scheduled Holidays

- 6.1.1 The District agrees to provide eligible unit members with the following paid holidays:

<u>HOLIDAY</u>	<u>DAY/DATE OBSERVED</u>
New Year's Day .....	January 1
Martin Luther King, Jr. ....	Third Monday in January
Lincoln's Day.....	As mutually agreed upon
Washington's Day .....	Third Monday in February
Spring Vacation Day .....	As mutually agreed upon
Memorial Day.....	Last Monday in May
Juneteenth .....	June 19
Independence Day.....	July 4
Labor Day .....	First Monday in September
Veteran's Day .....	November 11
Thanksgiving Day .....	Thursday proclaimed by the President and the following Friday
Admission Day (in-lieu of September 9) .....	December 23
Christmas Eve .....	December 24
Christmas Day .....	December 25
New Year's Eve .....	December 31

- 6.1.2 The Association and the District shall mutually develop calendar proposals prior to adoption by the District Board of Education in April.
- 6.1.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 6.1.4 For an employee who works a non-traditional work-week, if a holiday falls on a scheduled day off, the holiday will be observed as follows: If the scheduled holiday falls on the first day of the employee's two (2) consecutive days off, the holiday will be observed on the work day immediately before the scheduled holiday. If the scheduled holiday falls on the second day of the employee's two (2) consecutive days off, the holiday will be observed on the work day

immediately after the scheduled holiday.

6.1.5 Unit members required to work on the regular holiday for which another day is designated, and for work of eight (8) hours or less, shall be paid compensation at their regular rate of pay.

6.1.6 Holiday pay (see §2.5.8)

## 6.2 Holiday Eligibility

6.2.1 Unit members must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

6.2.2 Unit members who are not normally working during Winter and Spring recess shall be paid for designated holidays provided they were in paid status on the working day preceding or succeeding the recess period.

## ARTICLE 7

### VACATIONS

7.1 A new employee of the classified service shall not be eligible to take more than six (6) days, or the proportionate amount to which entitled, until the first day of the calendar month after completion of six (6) months of continuous service with the District. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. A vacation may be granted an employee during the probationary period only under certain circumstances and upon approval of the District.

7.2 Each regular full-time member shall be entitled to paid vacation leave as follows:

Years Of Emp.	(180-189) 9½ Month Employee Days Per Year	(190-199) 10 Month Employee Days Per Year	(200-209) 10½ Month Employee Days Per Year	(210-219) 11 Month Employee Days Per Year	(234-235) 12 Month Employee Days Per Year
1	9.5	10	10.5	11	12
2	9.5	10	10.5	11	12
3	9.5	10	10.5	11	12
4	9.5	10	10.5	11	12
5	9.5	10	10.5	11	12
6	9.5	10	10.5	11	14
7	9.5	10	10.5	11	15
8	10	11	11.5	12	16
9	11	12	12.5	13	17
10	12	13	13.5	14	18
11	13	14	14.5	15	20
12	13	14	15	16	20
13	14	15	16	17	20
14	15	16	17	18	20
15	16	17	18	19	20

7.2.1 All requests for vacation must be made in writing and approved by the immediate supervisor prior to the employee being absent. Vacation must be scheduled in advance and must be taken at times mutually agreed upon by the employee and the District. Requests by employees for vacation of five (5) days or longer must be made to the immediate supervisor in writing a minimum of ten (10) working days in advance and shall be approved or denied by the immediate supervisor

within three (3) working days of the submittal. At the request of the employee, any vacation request that is denied shall be reviewed at a meeting with Human Resources, management, the employee and a representative from CSEA.

7.2.2 All vacation days earned must be taken within twenty-four (24) months of accrual.

In the event the employee's balance may exceed the twenty-four (24) months accrual by the end of the fiscal year a written plan between the employee and management will be established in order to meet this requirement. If no written plan is developed, the matter shall be referred to Human Resources for resolution. Should a mutual agreement on a vacation plan not be reached and/or implemented, Human Resources and the Association shall explore alternative resolutions which may include, but not be limited to, a revised/alternate plan, payout, or other potential solutions. In no case shall an employee ever stop earning vacation.

7.2.3 All employees scheduled to work less than twelve (12) months shall have their earned vacation paid through the even pay plan as a component of the annual compensation as referenced in Article 3.7.2.

7.2.4 When unit members are absent due to authorized vacation for less than a full day, their vacation will be charged in increments rounded up to the next quarter hour.

7.2.5 A twelve (12) month employee who commences an approved vacation and subsequently becomes ill or bereaved before the vacation has completed, may request that the appropriate amount (no less than one day) be charged against sick leave and/or bereavement leave rather than vacation. Proof of illness will be required.

7.2.6 Whenever a vacation period includes any declared holidays, it shall be extended by the number of days equal to said included holidays.

7.2.7 Leave without pay shall not be granted if a unit member has accumulated vacation.

## ARTICLE 8

### LEAVES OF ABSENCE

A guide to leave referenced in the Collective Bargaining Agreement is available in Appendix F.

#### 8.1 **Leaves of Absence-General**

8.1.1 Leaves of absence are authorized time away from work and may be with or without pay. A unit member who is absent from work other than for those periods as authorized by the leave provisions of this Agreement is taking an unauthorized absence in violation of this Agreement. Any unit member who is absent from work without authorized leave, or who fails to return to work as scheduled, shall be subject to disciplinary action, which may include a deduction of salary equal to the ratio of days absent.

8.1.2 Unit members are required to request all leaves of absence except sick leave, industrial accident or illness leave, or bereavement leave. All requests must receive a response from the supervisor within a timely manner. Except in emergencies, leaves of absence may not commence prior to approval.

8.1.3 For those absences not requiring prior approval, unit members must notify the site administrator or named site designee of their need to be absent prior to the start of their normal reporting time or their leave compensation will be withheld.

8.1.3.1 Night Custodians, Food Service staff, and transportation personnel must contact their supervisor at least one (1) hour prior to their normal reporting time.

8.1.4 A unit member on sick leave and/or personal necessity leave shall not be gainfully employed by any other employer.

8.1.5 A unit member who fails to return to work at the expiration of approved leave, without notice to the District, shall be deemed absent without leave and may be subject to disciplinary action.

8.1.6 Members of the immediate family shall mean the mother, father, grandmother, grandfather, or grandchild of the unit member, or of the spouse/domestic partner of the unit member, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-mother, step-father, step-son, step-daughter, step-brother or step-sister of the unit member, or any relative living in the immediate household of the unit member.

8.1.7 Leave statements are available through the employee on-line portal.

## 8.2 **Bereavement Leave**

8.2.1 The District agrees to grant necessary leave of absence with pay at the unit member's regular rate not to exceed five (5) days on account of the death of any member of the immediate family of the unit member.

8.2.2 Members of the unit may request permission of their immediate supervisor to be absent without pay on account of any death not covered in 8.1.6 designated as immediate family.

8.2.3 Members of the unit may be required to provide proof of eligibility for bereavement leave benefits.

## 8.3 **Judicial Leave**

8.3.1 The District agrees to grant to members of the unit regularly called for jury duty in the manner provided by law, or subpoenaed to appear as a witness in court other than as a litigant or as a witness against the District, leave of absence without loss of pay for time the unit member is required to perform jury or witness duty during the unit member's regularly assigned working hours. Unit members so called for jury duty or witness duty must notify the District of service date(s) upon receiving said notice from officers of the court. Unit members shall reimburse the District for the amount received for jury duty or as a witness, less meals, travel or parking allowances.



8.3.2 Unit members are required to work during any portion of the day in which jury duty or witness services are not required.

8.3.3 Employees whose regular shift commences at 3:00 p.m. or thereafter, shall be relieved from work with pay on days they have served at least four (4) hours on jury duty.

8.3.4 The District may require verification of jury duty time prior to or subsequent to providing judicial leave.

#### 8.4 **Military Leave**

Members of the unit shall be granted any military leave to which they are entitled, under law, as Classified school employees. Unit members shall request military leaves to the Human Resources Department in writing as soon as they receive orders to report for duty, and, upon request, supply the District with "orders" and status report.

#### 8.5 **Sick Leave**

8.5.1 Sick leave is the authorized absence of a unit member due to a temporary disability preventing the unit member from working.

8.5.2 Legal holidays, Saturdays and Sundays shall not be counted as any part of sick leave unless the unit member is obligated to work on such days.

8.5.3 Except as required by statute, no remuneration will be paid for unused sick leave upon separation from the District.

8.5.4 Upon separation from the District, any absence due to temporary disability beyond authorized sick leave shall be deducted from any salary due the unit member.

8.5.5 When unit members are absent due to illness or personal necessity for less than a full day, their sick leave will be charged one (1) hour for every hour of absence, in increments rounded up to the next quarter hour.

8.5.6 If possible, medical and dental appointments should be scheduled outside of

working hours.

8.5.7 Members of the unit shall be entitled to one (1) day sick leave for each month worked.

8.5.8 Sick leave days not taken shall be accumulated from year to year.

8.5.9 Once a year, each regular unit member shall be entitled to additional non-accumulated sick leave in an amount that when added to his/her accumulated sick leave shall not exceed one hundred (100) working days. Such days of sick leave shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary.

8.5.9.1 When a unit member's accumulated sick leave is exhausted, he/she may use any accumulated vacation to supplement the fifty-percent (50%) sick leave pay until such accumulated vacation leave is exhausted. The bargaining unit member shall inform the Payroll Department of their decision to use such accumulated leave.

8.5.10 If the District suspects abuse of this sick leave policy, the Human Resources Department may require a doctor's certificate attesting to the unit member's illness during the absence. However, a unit member, not suspected of abuse of this sick leave policy, may have to provide a doctor's certificate attesting to the unit member's illness after six (6) days of absence.

8.5.11 **Kin Care**

Bargaining unit members may use up to one-half of their annual accrual of sick leave for the care of a parent, child, spouse, or domestic partner, parent-in-law, sibling, grandchild, grandparent, or designated person for the diagnosis, care, or treatment of an existing health condition or preventative care.

8.5.11.1 "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship.

The designated person may be identified by the employee at the time the

employee requests the leave. The District may limit an employee to one designated person per 12-month period for family care and medical leave.

Bargaining unit members may use up to one-half of their annual accrual of sick leave for the care of a parent, child, spouse, or domestic partner, parent-in-law, sibling, grandchild, or grandparent for the diagnosis, care, or treatment of an existing health condition or preventative care.

#### 8.6 **Industrial Accident and Illness Leave**

8.6.1 A unit member absent from duty because of illness or injury resulting from industrial accident qualifying for Worker's Compensation shall be entitled to an industrial accident or illness leave of absence, not to exceed sixty (60) working days for the same accident or illness.

8.6.2 When a unit member incurs an industrial accident or illness, it shall be reported to the immediate supervisor before the close of the working day in which the accident or illness occurs. An industrial incident report (SIPE Form 6-588-1) shall be filed with the Human Resources Department within seventy-two (72) hours of such time the accident or illness occurred.

8.6.3 For any days of absence from duty as a result of the same industrial accident whether the unit member receives salary payments under industrial accident leave, other paid leave, or vacation, the unit member shall endorse to the District any wage loss benefit check from the Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had the industrial accident or illness not occurred.

#### 8.7 **Personal Necessity**

8.7.1 Members of the unit are required to request personal necessity leave from their

immediate supervisor prior to the beginning of the work shift in which the absence is requested. Supervisors may waive this requirement in cases of extreme emergency.

8.7.2 A maximum of nine (9) days of absence per year for illness or injury leave earned pursuant to the sick leave provisions of this Agreement, may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

8.7.2.1 Death of a member of the unit member's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement.

8.7.2.2 Death of a relative or friend of the unit member not included in the bereavement leave.

8.7.2.3 Accident involving the property of the unit member or their immediate family, or the illness of the unit member's immediate family requiring the unit members presence.

8.7.2.4 Appearance in any court or before any administrative tribunal not covered in 8.3.1

8.7.2.5 Personal presence of the parent for the birth, adoption, or care of a child.

8.7.2.6 Unforeseen circumstances involving transportation or weather conditions that prevent the unit member from traveling to work.

8.7.2.7 Unforeseen specific family responsibilities or family obligations which require the personal presence of the unit member during working hours.

8.7.3 Members of the unit are required to request personal necessity leave from their immediate supervisor prior to the beginning of the work shift in which the absence is requested. Supervisors may waive this requirement in cases of extreme emergency.

8.7.4 A unit member who is denied the use of personal necessity leave which results in a pay adjustment or charge of another leave type, may appeal the decision by requesting a meeting with the Assistant Superintendent of Human Resources. The appeal shall be made as soon as possible, but no later than thirty (30) days after receipt of the final leave statement for the fiscal year.

8.7.5 Upon return from a personal necessity leave, unit members shall be required to document the absence and may also be required to provide verification.

8.7.6 **Personal Business**

8.7.6.1 Unit members shall be entitled to use two (2) days per year of their nine (9) maximum Personal Necessity days leave under this section for personal business which cannot be transacted outside of assigned working hours. This day of leave may not be used for purposes of extending holidays and vacations.

8.7.6.2 The reason for use of Personal Business does not need to be disclosed. A Unit member on Personal Business leave shall not be gainfully employed by any other employer.

8.8 **Leave of Absence Without Pay**

8.8.1 Leave of absence without pay must be requested in writing to the Human Resources Department and may be granted to a unit member for any of the following reasons:

8.8.1.1 Attend school or college to be trained to improve the quality of service or prepare for promotion.

8.8.1.2 Temporarily incapacitated by illness.

8.8.1.3 Loaned to another governmental agency for the performance of a specific assignment.

8.8.1.4 Maternity or paternity.

8.8.1.5 Extended Bereavement Leave

8.8.1.6 Other reasons authorized by the Superintendent.

8.8.2 Authorized leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained but not increased by the unit member; however, vacation credits, sick leave credits, increases in salary, and other benefits shall not accrue to a unit member granted such leave during the period of absence. A unit member returning from a leave of absence without pay shall receive the same step in the salary range received when leave of absence began. Time spent on such leave without pay shall not count toward service for step increases or career increments and the unit member's anniversary date shall be postponed one (1) calendar month for each month of leave or major fraction thereof taken.

8.8.3 A unit member on leave of absence without pay shall be entitled to continued coverage under the medical, dental and vision plans for the duration of this Agreement provided that:

8.8.3.1 The benefit policies in effect permit such continued coverage.

8.8.3.2 Application for such continued coverage is made pursuant to forms and procedures, including prior payment of premiums, established by the District.

8.8.4 For leaves of absence six (6) months or longer, the unit member is to notify the District in writing of his/her intent to return to work no later than thirty (30) days prior to the expiration of the leave. The District will send a notice to the employee at the last known address at least forty-five (45) days prior to the expiration of the leave. If there is no response, the District will send a certified letter. Failure to respond within fourteen (14) days prior to the expiration of the leave could lead to disciplinary action up to and including dismissal.

## 8.9 **Family Care and Medical Leave**

The District will provide family care and medical leave in accordance with all state and federal provisions. Bargaining unit members may review the provisions of the Family Medical Leave Act (FMLA) at: [www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla)

## 8.10 **Floating Discretionary Days**

8.10.1 All bargaining unit members shall be provided two (2) non-accumulative Floating Discretionary Days (FDD) off each fiscal year, to be taken at any point during the fiscal year, upon prior approval of their immediate supervisor. FDD days shall be requested and receive approval prior to May 1 of each year, for use by June 30 of the same year. If it is not used prior to June 30, each year, the floating discretionary days off are forfeited.

8.10.2 Floating Discretionary Days shall be used in full-day or half-day increments.

8.10.3 Unit members whose start date is on or after March 1 through June 30 shall not be granted Floating Discretionary Days until July 1 of the following school year.

8.10.4 Bus Drivers and Transportation Attendants are exempt from receiving the two (2) Floating Discretionary Days (FDD's). Bus Drivers and Transportation Attendants will be paid for their regular hours equivalent to the two (2) FDD's.

## 8.11 **Catastrophic Leave Bank Program**

8.11.1 The catastrophic illness program is to address the need of an individual who is ill or incapacitated and who has exhausted all leave benefits, vacation, and other paid time off.

### 8.11.2 Terms

8.11.2.1 "Catastrophic illness" means an illness or injury that is expected to incapacitate the employee for over nine (9) consecutive duty days or incapacitate a member of the employee's family, defined as mother, father, children, registered domestic partner, or spouse, for over nine (9)

consecutive duty days which requires the employee to take time off work during that entire period of time to care for that family member.

8.11.2.2 “Hours”

- a. shall accumulate from year to year.
- b. shall be contributed to the Bank and withdrawn from the Bank without regard to the hourly rate of pay of Catastrophic Leave Bank participants

8.11.2.3 “Day” is the normal number of work hours in a given employee’s assigned workday.

8.11.2.4 “Committee” will consist of three bargaining unit members appointed by the CSEA Chapter President and one non-voting advisory member of Administration appointed by Human Resources. The appointed bargaining unit members shall be subject to the discretion of the CSEA Chapter Executive Board and may be removed and replaced at will.

8.11.2.5 “Member of the Bank” is an employee who has made a contribution within the prescribed time period, both initially, yearly or whenever required by this Agreement.

8.11.3 Eligibility and Contributions

8.11.3.1 All “permanent” classified employees on active duty, “upon completion of probationary period,” with the District are eligible.

8.11.3.2 Participation is voluntary, but withdrawal of hours requires an employee to be a member of the Bank.

8.11.3.3 Current classified employees may become a member of the Bank by August 31, of each successor contract year. Employees with a change of status that results in an increased accrual of Sick Leave, an increase in range, a return from a leave of absence or new employees may join



within 60 days of becoming eligible. The District will provide all employees with the appropriate forms upon request.

8.11.3.4 An employee may terminate membership at any time. The employee shall then not be eligible to draw from the Bank or rejoin the Bank during the duration of their current period of employment, unless one of the above referenced in 8.11.3.3 occurs. The time previously donated by a canceling employee is part of the Bank and will not be returned.

8.11.3.5 The annual rate of contribution will be one “day”. The yearly assessment shall be made in the month of July of each fiscal year.

8.11.3.5.1 An employee that selects membership during a successor contract year shall have their “day” deducted September 1.

A new member shall not be able to withdraw from the bank until they have made their yearly contribution of one day.

8.11.3.6 If the number of hours in the Bank at the beginning of the fiscal year exceeds 3,000, no contribution shall be required during that fiscal year. Participants joining the Bank for the first time and/or returning from leave shall be required to contribute one day to the Bank for that year.

8.11.3.7 An employee who is retiring may contribute unused sick leave up to the equivalent of ten (10) of their workdays.

#### 8.11.4 Administration of the Bank

8.11.4.1 The Catastrophic Leave Bank Committee shall be responsible for maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of the requests, approving, or denying the requests and communicating its decisions, in writing, to the participants.

8.11.4.2 The Committee may grant, partially grant, or reject a withdrawal request based on withdrawal criteria.

8.11.4.3 All deliberations are confidential as are all medical reports and information submitted to the Committee.

8.11.4.4 Applications shall be reviewed, and the decision of the Committee be reported to the applicant in writing within ten (10) working days of receipt of the application and any required supporting documentation.

#### 8.11.5 Withdrawals

8.11.5.1 A request for withdrawal may be made when it has been determined that all accrued leave has been exhausted. Requesting employees should apply for Catastrophic Leave prior to exhausting all accrued paid leave.

8.11.5.1.1 In situations where the Catastrophic Leave is requested to care for an incapacitated family member as defined in Article 8.11.2.1, the employee shall exhaust all accrued Sick Leave prior to being granted Catastrophic Leave.

8.11.5.2 If an employee is incapacitated, the employee's agent or member of the family may submit the request.

8.11.5.3 Withdrawals from the Bank shall be granted in units of no more than 30 workdays. (Workdays will be converted into the number of hours needed by the recipient). Maximum withdrawals may not exceed 90 work days in a work year. The Catastrophic Leave Committee may extend the 90 days upon committee approval.

8.11.5.4 A request for withdrawal must be accompanied by a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the request is for an extension, new statements of the illness must be presented.

8.11.5.5 In cases of extension request, the committee may request a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review shall terminate the participant's continued withdrawal from the bank.

8.11.5.6 An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation, PERS disability, or STRS disability.

#### 8.11.6 Appeal Process

8.11.6.1 Catastrophic Leave Bank participants whose requests are denied may, within 30 days of denial, appeal in writing, to the CSEA Executive Board. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or family member may process the appeal. The Executive Board of the Association shall hold a hearing within fifteen (15) work days of the appeal. The Executive Board shall issue a confidential written decision within fifteen (15) work days of the appeal.

8.11.6.2 The decision of the CSEA Executive Board is final.

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ARTICLE 9  
JOB VACANCIES

9.1 Job Vacancy Posting

9.1.1 All unit vacancies shall be sent via electronic mail to all bargaining unit members by the District not less than seven (7) days prior to being permanently filled. Any employee may apply for a vacant position with the Human Resources Department. Bargaining unit transfer requests shall be considered pursuant to Article 10 prior to any hiring process being initiated by the District.

9.1.2 For the purpose of this provision, a unit vacancy is any unit position which is new, vacated or which remains unfilled for more than sixty (60) calendar days. Posting does not apply to any unit position held by a unit member who is on an approved leave and has rights to return to their position (for example, a unit member on sick leave, extended sick leave, Industrial Accident and Illness Leave, workers' compensation, Family Medical Leave, etc.).

9.1.3 Applicants who meet the job vacancy qualifications and the District-established guidelines of the screening process will be eligible for an interview.

9.1.3.1 The screening process includes, but is not limited to, test scores, education and work experience as required by the job description, and review of required items such as licenses and/or certifications.

9.1.4 Any employee on leave or layoff who has requested notification of a specific job vacancy and has provided a self-addressed stamped envelope to the Human Resources Department will be mailed a notice of such vacancy.

9.1.5 A unit member has the option of taking a written test for any position in the District even if that position currently does not have a vacancy. The test may only be taken once in a six (6) month period, unless a new vacancy occurs and you are invited

to re-test. The most recent score on the current test will be the prevailing score.

For the purposes of this section, employees shall use their personal time.

9.1.6 The District shall take into consideration seniority when all else is equal.

9.1.7 The CSEA Chapter President shall be notified a minimum of five (5) working days prior to all interviews.

## ARTICLE 10

### TRANSFERS

10.1 A transfer is defined as a change of job site, and/or a change from one assignment to another assignment within the same classification. Changes of work schedules shall be handled pursuant to Article 2.

10.2 Voluntary Transfers include those transfers defined in Article 10.1 and also include requests to transfer for the purpose of increased hours per day, days and/or months per year.

10.2.1 Any unit member may request a voluntary transfer at any time. Such requests shall be made on a Transfer Request Form that is mutually agreed upon by the District and CSEA. The completed Transfer Request Form shall be submitted to the Human Resources Office.

10.2.1.1 The Transfer Request Form will remain active until the unit member is transferred as requested or it is withdrawn by the unit member in writing.

10.2.2 Permanent unit members in good standing requesting a transfer shall be informally interviewed by the immediate supervisor where the opening exists.

10.2.2.1 A member in good standing is defined as an employee who has no recent written discipline (within the past two (2) years), has acceptable attendance as reflected in the most recent evaluation, and must not be on an improvement plan.

10.2.3 The immediate supervisor shall consider transfer requests based upon (i) special skills and qualifications of the employee, (ii) needs of the site, (iii) evaluations of the employee, and (iiii) years of service of the employee with the District.

10.2.3.1 The District will make the final determination at the conclusion of the interviews.

10.2.3.2 Unit members will be timely notified of the result of that interview.

10.2.4 If more than three (3) employees request a transfer for the same assignment, the first three (3) in order of seniority will be given an interview and consideration.

10.2.5 Transfers shall be considered prior to any positions being posted for hiring pursuant to Article 9.

### 10.3 Involuntary Transfers

Transfers of unit members may be initiated by the District. Prior to making the decision on the transfer, a conference will be held with the unit member, and a representative of the Association in order to discuss the reasons for the transfer.

10.3.1 The reasons for a transfer may include, but shall not be limited to:

10.3.1.1 A change in enrollment or workload.

10.3.1.2 Resolution of employee/employer conflicts not encompassing the abilities or suitability of the employee.

10.3.1.3 The needs and efficient operation of the District which shall not be arbitrary and capricious.

10.3.2 Involuntary Transfers shall not be made for punitive reasons, and if for disciplinary reasons shall only occur after the affected unit member has been afforded their due process rights prior to implementation of any such transfer.



## ARTICLE 11

### PERSONNEL RECORDS

- 11.1 An official personnel file shall be established for each unit member. Unit members shall be provided with copies of any derogatory written material prior to placement in the unit member's personnel file. The unit member shall be given an opportunity to initial and date the material and be given at least 10 days to prepare a written response to such material. The written response shall be attached to the material. The material shall not be considered without the attached response which shall be given equal consideration with the supervisor's document.
- 11.2 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. The District may require notice and adequate supervision of such examination and require reimbursement for the costs of any material reproduced.
- 11.3 Any written materials placed in the personnel file shall indicate the date of such placement.

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## ARTICLE 12

### EVALUATION PROCEDURES

The evaluation process is intended to provide objective feedback to an employee from their immediate supervisor (management or supervisory district employee) to ensure satisfactory or better performance of assigned duties within their job description. It is not to be used as discipline, but can be used to inform the employee of less than satisfactory performance in an effort to have that performance improve to satisfactory or better levels within an appropriate timeframe.

12.1 New employees shall be formally evaluated at least twice during their probationary period.

The first evaluation should occur at two (2) months or forty (40) workdays, whichever is greater. The second evaluation should occur at four (4) months or eighty (80) workdays, whichever is greater.

12.1.1 During the probationary period which shall not exceed six (6) months or one hundred and thirty (130) days of paid service, whichever is greater, a classified unit member may be released without cause.

12.2 A permanent employee who accepts a probationary promotion to a class in a higher level shall be evaluated at least once during the first three (3) months, and a second evaluation by the fifth (5th) month of their six (6) month probationary promotion. If the permanent employee is deemed unsatisfactory during the probationary period of six (6) months, he/she shall be reinstated to the former class.

12.3 There shall be at least a biennial evaluation of all permanent employees. Evaluations shall be completed before June 15 of the year scheduled for evaluation.

12.4 Evaluations shall be prepared by the immediate supervisor or the next level manager if the supervisor is not available. If the immediate supervisor has not been in this position for at least half of the employee's evaluation period, the evaluation shall be done in consultation with the next line level supervisor.

12.5 Each unit member shall be given a copy of the completed evaluation form. Each unit

member will be requested to place his/her signature on the report, but such signature does not necessarily signify agreement with the evaluation report. In the event that a unit member refuses to sign the evaluation report, the refusal shall be noted on the employee signature line.

12.6 The supervisor shall identify employee strengths and weaknesses. If weaknesses are identified, the supervisor and employee shall discuss how the weaknesses might be improved.

12.6.1 If an immediate supervisor has a concern about an employee's work performance, they shall bring that concern to the attention of the employee in a timely manner. The employee should be provided with an opportunity to provide their perspectives and to correct any concerns of the immediate supervisor.

12.6.2 The supervisor shall provide assistance to the employee, including a specific improvement plan for any less than satisfactory performance evaluations. A date for the preparation of a follow-up evaluation will be identified at the time of the evaluation containing a specific improvement plan. That follow-up evaluation shall allow no less than thirty (30) working days to allow for improvement, and shall also be completed no less than sixty (60) working days from the original evaluation.

12.6.3 Any information used for an employee's performance evaluation that was not a result of the immediate supervisor's direct observation, shall be noted in the performance evaluation, and the person who provided the information used in that evaluation shall be identified to allow the employee the opportunity to provide a meaningful rebuttal to the evaluation.

12.6.4 The employee shall have no less than ten (10) days from receipt of the evaluation to prepare a rebuttal to that evaluation. Rebuttals shall be stapled to all copies of the performance evaluation. The employee shall provide a copy of their rebuttal to their immediate supervisor and to the Human Resources Department.

## ARTICLE 13

### GRIEVANCE PROCEDURES

- 13.1 The purpose of these grievance procedures is to secure mutually agreeable solutions to the problems which may arise concerning the application of this Agreement.

Any grievance based upon a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Human Resources Department. The decisions of the Human Resources Department may be appealed to the Superintendent in writing pursuant to the procedures in Level 3.

#### 13.2 Definitions

13.2.1 A "grievance" is any written alleged violation of a provision of this Agreement, filed by one or more specifically named employees in the unit, or by the Association on behalf of the unit.

13.2.2 A "grievant" is a unit member, or the union, who is adversely affected by the alleged violation of the provisions of this Agreement, and who proceeds with a grievance in accordance with these procedures.

13.2.3 A "day" is any day on which the District office is open for business.

13.2.4 A "party in interest" is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and the unit member's representative.

13.2.5 A "site administrator" is the top ranking designated manager of the unit member.

13.2.6 An "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances, and who has direct responsibility for the grievant or a specific work site.

#### 13.3 Informal Problem Solving

13.3.1 Within twenty (20) days after an act or condition occurs that may be a violation

of the provisions of this Agreement, the grievant(s) shall request a meeting with the immediate supervisor. This meeting is an informal discussion and an attempt to resolve the issue presented. If the immediate supervisor does not respond within five (5) days, the issue will become a Level 1 Grievance. If the issue is resolved at the informal problem solving meeting, CSEA will memorialize the resolution by emailing the member, immediate supervisor, and Director of Classified Human Resources. If the issue is not resolved at the informal problem solving meeting, it will become a Level 1 Grievance to be filed with the Director of Classified Human Resources.

#### 13.4 Level 1 - Human Resources

13.4.1 The written grievance will be presented to the Director of Classified Human Resources on a mutually agreed upon form that is posted on the District website and attached to this Agreement as Appendix E. The components of the written grievance shall include:

- (a) The name of the grievant;
- (b) The provision(s) of this Agreement alleged to have been violated;
- (c) A statement describing how the District is alleged to have violated this Agreement (including all names, dates, and places necessary for a complete understanding of the grievance);
- (d) The proposed remedy to the grievance.

Should the grievant be the union, and the alleged act or condition occurred where there is no identifiable immediate supervisor or the alleged act or occurrence is at more than one location, the union shall file formally at Level 1 of these grievance procedures within twenty (20) days of the alleged act or occurrence.

13.4.2 The Director of Classified Human Resources shall meet with the grievant(s)

within three (3) days of being presented the written grievance in order to find a mutually agreeable solution

13.4.3 The Director of Classified Human Resources shall issue a written decision to the grievant(s) within three (3) days of the meeting.

13.4.4 Should the grievant(s) not be satisfied with the decision of the Director of Classified Human Resources, or should the timelines stated in 13.4.2 or 13.4.3 not be followed, the grievant(s) may proceed to Level 2 of these grievance procedures.

13.4.5 Should the grievant(s) not be satisfied with the Level 1 decision or should the Level 1 timelines not be followed, the grievant(s) may proceed to Level 2 of these grievance procedures within five (5) days of that occurrence.

13.5 Level 2 – Superintendent or Designee (The designee shall not be the same individual from Level 1)

13.5.1 The grievant(s) may present the written grievance to the Superintendent or designee for consideration at Level 2. The Level 1 decision shall be attached to the written grievance.

13.5.2 The Superintendent or designee shall meet with the grievant(s) within three (3) days of being presented with the written grievance to consider the grievance issues.

13.5.3 The Superintendent or designee shall issue a written decision to the grievant(s) no later than three (3) days after the Level 2 meeting.

13.5.4 Should the grievant(s) not be satisfied with the Level 2 decision, or should the Level 2 timelines not be followed, the grievant(s) may proceed to Level 3 or 4 of these grievance procedures.

13.6 Level 3 – Optional Mediation

- 13.6.1 A request by either party for mediation shall be made within five (5) days of the Level 2 decision.
  - 13.6.2 The grievance shall be mediated by a neutral party appointed by the California State Mediation and Conciliation Service. A meeting shall be set based upon the first availability of the Mediator, District, and Grievant.
  - 13.6.3 Should there be no agreeable resolution reached in mediation, or the mediation not occur, the grievant(s) may move the grievance to Level 4 of these grievance procedures.
- 13.7 Level 4 – Arbitration
- 13.7.1 A request to move a grievance to Level 4 shall be made within five (5) days of the Level 2 decision or the end of Level 3, should it be used.
  - 13.7.2 Upon the grievance being moved to Level 4, the parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the District shall request a list of five to seven (5-7) arbitrators from the American Arbitration Association. Within five (5) days of receipt of the list of available arbitrators for the grievance, the District and Association shall strike names to arrive at the name of the arbitrator for this matter. The arbitration shall be scheduled for the first available date of the selected arbitrator unless there is mutual agreement of the District and Association to select another date the arbitrator is available.
  - 13.7.3 The sole authority of the arbitrator shall be to decide whether there has been a violation of the Agreement and the appropriate remedy if there has been a violation. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the



terms of this Agreement, or which alters or amends the terms of this Agreement.

13.7.4 The decision of the arbitrator shall be submitted to the Association and the Superintendent and will be binding upon the parties to this Agreement and the grievant(s).

13.7.5 All costs for the request for a list of potential arbitrators, the services of the arbitrator, including, per diem expenses, his/her travel and subsistence expenses will be borne equally by the District and the Association with the District billing the Association for their share of the costs within twenty (20) days of receipt of the invoice from the arbitrator. All other costs will be borne by the party incurring them.

#### 13.8 General Provisions

13.8.1 The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of, nor justify the unit member's refusal to perform assigned duties.

13.8.2 The time limits on the filing and processing of grievances may be extended only by a mutual written agreement signed by the Director of Classified Human Resources and Association.

13.8.3 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file.

13.8.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. Such settlements shall be binding on all parties. If a District representative fails to answer a grievance within the time limits provided at a particular level (unless such time limits are extended by written agreement),

the grievance may be appealed to the next level within the appropriate time limits.

- 13.8.5 The Association and the unit member waive their right to pursue any judicial or administrative remedy sought against the District as to any matter subject to the procedures established in this Article until these grievance procedures are exhausted. The parties mutually agree to extend timelines accordingly for any other remedies.
- 13.8.6 If the same grievance is made by more than one unit member against one respondent, one unit member, on behalf of him/herself and others similarly involved, may process the grievance through the grievance procedure, provided, however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
- 13.8.7 In the course of investigation and processing of any grievance, the representative of the Association will report to the site administrator or designee of the building being visited, sign in, and will state the purpose of the visit immediately upon arrival.
- 13.8.8 If any member of the Association is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievance.
- 13.8.9 A grievant may choose to be represented at any level of these grievance procedures by the Association or represent themselves through Level 3 of these Grievance Procedures.
- 13.8.10 The Association shall be the sole representative of the grievant in arbitration (Level 4). Unit members filing a grievance on their own behalf shall be barred from proceeding to Level 4 of these grievance procedures unless prior

approval has been secured through the California School Employees Association which retains jurisdiction at that level.

13.8.11 Reference to specific administrators shall also include (or designee).

13.8.12 Any settlements reached by grievant(s) and the district at Level 1 or higher shall be reduced to writing as a signed "Settlement Agreement" which shall be processed for approval via the CSEA Policy 610 procedures. The signature of the District shall be the final approval of the District. In the case of settlements involving a grievant who has chosen to not be represented by CSEA, a copy of the proposed settlement shall be provided to the union and shall not in any way change the terms and conditions of this Agreement and/or be in violation of any laws.

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## ARTICLE 14

### SAFETY

- 14.1 The District shall comply with all Federal and State health and safety codes.
- 14.2 It shall be the employee's responsibility to report to the immediate supervisor any observed unsafe conditions in the work environment or on the school or District premises. No employee shall be discriminated against as a result of reporting such condition(s).
- 14.3 The District shall not knowingly require unit members to use, operate, drive any piece of equipment, or work in an environment which is deemed unsafe. It is the responsibility of the District to acknowledge and investigate the reports of employees regarding unsafe conditions, and take the necessary steps to correct the potential danger.
- 14.4 The employee shall report any industrial accident or illness immediately, and within the time limits prescribed by law, no matter how minor, in accordance with Article 8.6.
- 14.5 A District Safety Committee shall be formed. The Association shall have representation on the District Safety Committee. The Committee shall review health, safety, sanitation and working conditions. The Committee shall make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 14.5.1 The unit members of the Committee shall be allowed reasonable release time to carry out their obligations under Section. 14.5.
- 14.6 The District will notify all staff in direct contact with a student with a history of violent behavior within ten (10) school days of receipt of notice from the law enforcement agency. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member. (EC §49079).
- 14.7 As part of the District's Security Program, surveillance systems, including video, audio, and other technology, has been installed on District property and vehicles.
- 14.7.1 It is acknowledged that the District may monitor District property, including District

vehicles, for the purposes of ensuring the safety of students, staff, and/or property.

## ARTICLE 15

### MANAGEMENT RIGHTS

- 15.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenues, contract out work within the confines of the law, transfer work out of the unit, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 15.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

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## ARTICLE 16

### ORGANIZATIONAL RIGHTS

- 16.1 CSEA shall have the following rights:
- 16.2 Right of access at reasonable times to areas in which employees work.
- 16.3 The right to use, without charge, designated bulletin boards, mailboxes, the school mail system (including electronic mail) for posting or transmission of information or notices concerning CSEA activities. The CSEA Chapter President or designee shall be allowed to use District telephones during non-working hours for CSEA business calls provided there is no additional cost to the District for such calls.
- 16.4 The right to reasonable use, without charge, of District-owned office and audio-visual equipment facilities and buildings. Any additional costs incurred by the District due to usage by the Association shall be reimbursed by the Association.
- 16.5 The right to be supplied with a roster of all unit members by May 15<sup>th</sup> of each year. The roster shall indicate the unit member's present classification and hire date as a regular employee into that classification.
- 16.6 The right to receive, without charge, one (1) copy of the Board of Education agenda with any pertinent non-confidential supporting information.
- 16.7 The right to receive a copy of the preliminary District budget for the ensuing year at the time it is forwarded to the Board of Education, the adopted budget at the time it is adopted, and any adopted revisions to the budget during the budget year.
- 16.8 The right to review at reasonable times other non-confidential materials in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive agent.
- 16.9 The District shall notify the CSEA Chapter President in writing of substitutes serving in bargaining unit positions for more than ten (10) consecutive days, and any extended leaves which will create temporary vacancies per Article 9.1.2.

- 16.10 Any time the District appoints a district level advisory committee, including but not limited to budget, health, safety and Shared Decision Making, that includes a representative of Classified, CSEA shall appoint the representative(s).
- 16.11 The District acknowledges that they may not meet and negotiate nor enter into any written agreements over matters within the scope of representation with any organization other than CSEA concerning rights of unit members.
- 16.12 As soon as possible after execution of this successor agreement, the District shall provide a printed copy of this Agreement to each unit member. A copy of the most current agreement shall be posted on the District website. Any additional memoranda of understanding, side letters, or any other mutually agreed upon documents during the term of the successor agreement shall also be posted on the website.
- 16.12.1 As soon as possible after ratification by both parties of any re-opener negotiation, the District shall provide a printed copy of ratified articles to each unit member.
- 16.13 All references made to "release time" in this Agreement shall be understood to be in District paid status.
- 16.14 The Association shall be entitled to 240 hours per year of release time for conducting Association business. Such release time may be used but not limited to the following purposes: preparation or planning for negotiations on days outside of scheduled negotiations days, Presidents' Meetings, or association business as authorized by the Chapter President.
- 16.14.1 The following shall not be charged to release time: actual negotiations with District representatives, informal problem solving, grievance proceedings with District management personnel, contract ratification meetings, attendance at annual CSEA Conference (total number of delegates as determined by CSEA), or any other presence at meetings requested by management.

- 16.14.2 Members of the negotiating team shall be allowed a maximum of sixty (60) minutes of District release time for preparation or planning for negotiations on days when negotiations are scheduled. This time is not inclusive of the time needed for caucusing during negotiations.
- 16.15 Employees whose work shift coincides with the Association Chapter meeting shall be allowed to attend the meeting, but must report to work early on the day of the meeting in order to make up the time missed from their work site. Employees must so notify their supervisor on the day prior to the meeting.
- 16.16 In addition CSEA may request additional release time for both elected and non-elected members of the bargaining unit in compliance with AB 1203 which amends California Education Code 45210 and allows non-elected employees to be on leave, paid for by the local union, in order to attend important organizational activities authorized by the local union upon request of the local, state, or national union.
- 16.17 The District shall provide up to thirty (30) minutes of paid release time each calendar month for all new employees to attend a CSEA presented New Bargaining Unit Employee Orientation. There shall be one (1) orientation per site each month. The orientation will be scheduled in advance and the new employee shall attend the orientation to which they are invited, at the site at which they are assigned to work. A CSEA appointed representative shall also be given up to thirty (30) minutes of paid release time to present that orientation to new bargaining unit employees.
- 16.17.1 The District shall notify the Chapter President via email of newly hired unit members within ten (10) days of clearance once a new hire has cleared the pre-employment requirement and a start date is confirmed.

16.18 The District shall provide CSEA with contact information on the newly hired unit members consistent with Government Code Section 3558. The information shall be provided electronically via mutually agreeable format within thirty (30) days of hire and shall include the following:

- a) Name
- b) Job title
- c) Department
- d) Work location
- e) Work, home, and personal cellular telephone numbers
- f) Personal email addresses on file with the employer
- g) Home address

16.19 The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. This information will be provided to CSEA electronically in a mutually agreeable format and shall include the same information as listed in Article 16.18.

16.20 The Human Resources Department and CSEA will form a Classified Professional Development Team for the purpose of identifying professional development needs for the classified staff, and creating a calendar of trainings to be made available to the staff.

## ARTICLE 17

### ORGANIZATIONAL SECURITY

#### 17.1 Membership and Dues Deduction

17.1.1 The District shall honor the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic yearly renewal unless the employee drops out during a specified window period. This window period shall be tracked by CSEA within its membership database.

17.1.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

17.1.3 The employer shall deduct CSEA dues from the wages of all employees who are members.

17.1.4 The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Any questions regarding CSEA membership shall be referred to CSEA.

17.1.5 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

17.1.6 There shall be no charge by the employer to CSEA for regular membership dues deductions.

#### 17.2. Hold Harmless

17.2.1 CSEA shall defend and indemnify the District for any claims arising from its compliance with this article made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any

claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed. Regardless of the outcome, CSEA will indemnify and financially hold harmless the District.

## ARTICLE 18

### CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, 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 compliance with the request of other labor organizations to engage in such activity.
- 18.2 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District. Unit members shall receive all due process rights to which they are entitled.
- 18.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District Policy from any employee and/or the Association to the extent permitted by law.
- 18.4 It is agreed that the District will not engage in any lockout during the term of this Agreement.

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## ARTICLE 19

### CLASSIFICATION/RECLASSIFICATION

- 19.1 The District shall have the right to establish and classify positions and shall ensure that a job description exists for all bargaining unit classifications. If a new classification is established, the salary allocation shall be negotiated upon request by the Association. The lack of agreement shall in no way impede the District from initial salary allocation and filling of the vacant positions.
- 19.1.1 All bargaining unit classifications in the classified service are required to have a mutually agreed upon job description.
- 19.1.2 Any new bargaining unit job descriptions and/or revisions to existing bargaining unit job descriptions must be provided to the Association Chapter President as a proposal by the District.
- 19.1.3 Once mutual agreement has been reached between the District and the Association, the job description(s) shall be signed and dated by both parties as a tentative agreement subject to the review and ratification process contained in Association Policy 610.
- 19.1.4 Once ratified/adopted by both parties, the job description(s) is deemed fully approved, final, and binding unless further changed by the parties utilizing this process.
- 19.2 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 Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the governing board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period. 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, but in no case, shall the increase be less than five (5%) above the unit member's current salary.

19.2.1 Work performed outside of the unit members classification that is at a lower range shall be paid at the unit members regular rate of pay.

### 19.3 Reclassification

A "reclassification" is defined as the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Additionally, the Reclassification process might yield a changed job description that does not warrant a change of salary range.

Reclassification requests shall not be submitted regarding increased workload. Concerns regarding workload should be addressed utilizing other available avenues.

#### 19.3.1 Reclassification Committee

A Reclassification Committee shall be established, and shall meet once each year. The Committee shall consist of four members. Two (2) shall be appointed by the Association and two (2) by the District. Members of each negotiating team (including non-District staff) shall be eligible to serve on the Reclassification Committee. The Committee shall develop the appropriate forms and procedures to permit reclassification requests to be made. The appropriate forms and procedures will be available on the District's website.

19.3.2 Any requests for reclassification must be submitted by October 1 for consideration that year. A request for reclassification will only be considered once per fiscal year. Requests can be submitted by an individual employee, a classification of employees, CSEA, or the District. The Committee shall communicate its recommendations to the District and Association who shall reduce the recommendation(s) to a written agreement subject to the ratification/approval

process of the parties.

19.3.3 An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification with his/her position for a period of at least three (3) years from the initial action.

19.3.4 The Reclassification Committee shall meet as needed to complete the review process by March 31 of each year. The review process shall include:

- a. All reclassification requests that were received by October 1 of each year shall be paper screened by the Reclassification Committee;
- b. An interview of the employee(s) who is requesting a reclassification in order for the committee to ask questions and supplement the written request for reclassification. The Reclassification Committee shall determine whether or not it needs to interview one or more members of the classification to make a determination;
- c. An interview with the employee's immediate supervisor(s) to receive their input regarding the requested reclassification;
- d. A recommendation regarding whether or not the Reclassification Committee believes a reclassification is warranted. If reclassification is warranted, the Reclassification Committee shall recommend reclassification to an existing bargaining unit classification. The Reclassification Committee shall also be responsible for drafting a proposed new job description to be recommended to the parties full negotiating teams, when applicable. The written recommendation of the Reclassification Committee shall be provided to the applicant no later than five (5) working days after the recommendation is rendered by the Reclassification Committee.

19.3.5 Should the employee requesting a reclassification disagree with the

recommendation of the Reclassification Committee, they may within five (5) working days of receiving the recommendation, present a written request for reconsideration and attach documentation to support their appeal to the full negotiating teams. The appeal shall be delivered to the Human Resources Department by the deadline. The appeal shall be considered no later than ten (10) working days after the 5-day appeal window closes. The written decision of the negotiating teams shall be provided to the employee within five (5) working days of their findings. The determination of the negotiating teams shall be final and binding. A negative outcome in no way will affect the unit member's eligibility to apply for a reclassification in the following year.

- 19.3.6 All reclassification requests approved by the Committee are subject to ratification by the Association bargaining unit and School Board approval. The District and Association shall ensure that the names of individuals recommended for reclassification are not written into the agreement going to ratification/approval by the parties. Employees recommended for reclassification shall be assigned a number and only the Reclassification Committee shall know the matching names and numbers of those recommended for reclassification. All approved reclassified position changes shall go into effect on July 1 of the next fiscal year.

#### 19.4 Temporary Higher Classification Assignments

- 19.4.1 In the absence of the regular incumbent, qualified employees shall be offered the opportunity to submit a letter of interest outlining their qualifications to work in a higher classification prior to the assignment being offered to employees on the 39-month rehire list or outside relief personnel. For purposes of this article, qualified is defined as those who have previously passed the required District test for the Temporary Higher Classification vacancy. Employees must be in good standing and meet the education and work experience minimums as described in

the job description to be considered for the assignment.

19.4.2 The District shall have discretion to assign the Temporary Higher Classification hours as needed. The immediate supervisor(s) of the affected position(s) shall prioritize the workload(s) for those serving in the Temporary Higher Classification(s).

19.4.3 The District retains the right to determine qualifications, to fill, or not fill, the position, and to end the assignment at any time.

19.4.4 If an employee is placed in a temporary higher classification assignment and during the course of the temporary assignment is selected to fill said position on a permanent basis, the hours worked in the temporary assignment shall be counted as time served toward the probationary period in that position. Evaluation procedures shall be the same as for regular promotional assignments. Seniority shall be accrued from the first day of the temporary assignment to such position if the unit member is selected to fill the position on a permanent basis.

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## ARTICLE 20

### LAYOFFS AND REDUCTIONS

20.1 Unit employees shall be subject to layoff for either lack of work or lack of funds.

20.2 Notice of Layoff and/or Reduction: The District shall promptly notify in writing, the CSEA Chapter President of its intent to layoff or reduce the assignment of any unit employees and/or unit positions. Layoff of Classified unit members shall be conducted in accordance with applicable provisions of the California Education Code.

20.2.1 A layoff means a separation from the Classified service of the District, and includes:

- a) a reduction in hours of employment, or
- b) the assignment to a class or grade lower in which the employee has gained permanent status, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

20.2.2 Layoffs for classified employees shall follow the process laid out in California Education Code §45117, including the notification of their rights to a hearing.

20.2.2.1 No later than March 15, the governing board and the employee shall be given written notice by the Superintendent or the Superintendent's designee, that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

20.2.2.1.1 The District shall provide CSEA with a minimum 2 weeks' notice of the recommendations being presented to the governing board and the employee(s).

20.2.2.2 The notice must inform the employee of the right to request a hearing to determine if there is cause for not reemploying the employee for the subsequent school year. Cause for a layoff includes the employer

complying with all Education Code seniority requirements including those in Section 45308.

20.2.2.3 The layoff process does not apply to classified positions that are eliminated as a result of the expiration of a “specially funded position.” In this situation the classified employee is only entitled to 60 days’ notice, which includes notice of any displacement (“bumping”) rights to another position.

20.2.3 Reemployment rights of laid off employees shall be controlled by California Education Code §45298, which states:

"Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of 39 months."

"Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply."

"Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority."

20.2.4 In the event that the California Education Code sections cited herein are superseded, layoff and reemployment rights shall be controlled by successor



provisions of the California Education Code.

20.3 All layoffs shall be accomplished in reverse order of seniority, with the least senior employee in the affected job classification being laid off first.

20.3.1 Seniority is defined as the hire date of that unit member as a regular employee in that classification with the District.

20.3.2 If two or more employees who are subject to layoff have equal seniority within the job classification, the determination as to who should be laid off first shall be made on the basis of the last four (4) digits of the employee's social security number with the least number being the least senior employee.

20.4 After approval by the Board of Education, a written notice of layoff shall be accomplished by personal service or sent by certified mail to affected employee(s) to the last address given to the District not less than sixty (60) calendar days prior to the effective date of the layoff or reduction.

20.4.1 The President of the CSEA Chapter shall be notified in writing, of the name(s) of the affected employee(s) at least 60 calendar days in advance of the effective date of the layoff or reduction.

20.4.2 The notice shall contain: a) the reason for layoff and its effective date; b) the employee's displacement (bumping) rights, if any; c) the employee's reemployment rights; and d) a statement of any eligibility for contractually-provided health and welfare benefits.

20.4.3 An employee laid off from one job classification, may bump into an equal or lower job classification previously held if the laid off employee's seniority is greater than the seniority of an employee(s) serving in that equal or lower job classification.

20.5 In lieu of layoff, an employee may voluntarily consent to a reduction in hours of employment, or may elect voluntary demotion to a vacant position in any class with the same or

lower maximum salary in which the employee has previously served in a permanent status, in order to avoid interruption of employment.

20.5.1 An employee selecting to accept demotion or reduction of assigned time in lieu of layoff must notify the District in writing of such election no later than five (5) workdays after receipt of layoff notice.

20.5.2 An employee who accepts a voluntary demotion in lieu of layoff shall be placed on the step of the salary range for the lower class which is closest to the salary rate the employee earned in the higher class, provided that the employee shall not receive an hourly rate increase thereby. The employee shall retain the anniversary date established in the higher class.

20.6 The most senior employee on a reemployment list shall be offered reemployment in writing for any opening(s) in the employee's former class or classes. Such offer shall be served by personal service or certified mail to the last known home address with a copy also delivered to the CSEA Chapter President.

20.6.1 An employee who elects a layoff in lieu of bumping shall maintain reemployment rights.

20.6.2 Employees on the reemployment list may apply for any posted vacant position.

20.6.3 An employee on a reemployment list shall have five (5) days after receipt of an offer of reemployment to accept employment to his/her former class and status.

20.6.4 Refusal of an offer of reemployment at a lesser number of hours in the same class shall not affect the standing of any employee on a reemployment list.

20.6.5 The District will not hire an outside person to fill an opening in a classification that has been subject to an elimination of services until all persons who have been laid off from that classification have been served with a notice of the opening.

20.7 In addition to the matters set forth above, the District agrees that the following provisions all apply to those employees who are served with a layoff notice:

- 20.7.1 Each employee will be allowed to utilize Personal Necessity Leave pursuant to Article 8.7 for the purpose of seeking other employment.
- 20.7.2 Each employee who is laid off shall be offered employment as a substitute on a seniority basis in any job classification in the District for which the employee meets the minimum qualifications. Employees must notify the District in writing of any job classification in which the employee seeks to be considered for employment as a substitute.
- 20.8 An employee who is qualified may be assigned by the District to a vacant position in their same job family if the employee is unable to exercise any bumping rights. The following conditions shall prevail:
- 20.8.1 The District shall determine which positions are vacant.
- 20.8.2 The District shall determine the employee's qualifications to be assigned to a vacant position in lieu of layoff, as evidenced by passing the applicable written test and/or presenting the appropriate certificates or licenses as indicated on the job description.
- 20.8.3 An employee assigned to a vacant position shall serve a new probationary period in that position providing that the employee never worked in that classification.
- 20.8.4 If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the thirty-nine (39) month reemployment rights to the former classification.
- 20.9 Prior to eliminating or reducing bargaining unit positions, the District agrees to release any temporary or short term employees working within the same job classification as the proposed eliminated/reduced positions.
- 20.10 Laid off bargaining unit members who are rehired within their re-employment period shall have all contractual rights and benefits reinstated as of the date of layoff.
- 20.11 District-provided training shall be open to laid off bargaining unit members when

appropriate, at no additional cost to the District.

## ARTICLE 21

### SUPPORT OF AGREEMENT

21.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiations process. Therefore, it is agreed that the District and the Association will support this Agreement.

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## ARTICLE 22

### COMPLETION OF AGREEMENT

- 22.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 22.2 It is understood and agreed upon that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State laws to the extent permitted by State law.
- 22.3 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the two parties in a written and signed amendment to this Agreement. At the request of either party, the parties shall meet and negotiate regarding any changes in state law which directly impacts a clause in this Agreement.

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## ARTICLE 23

### SAVINGS PROVISION

- 23.1 If any specific provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction such specific provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. Should any specific provisions of this Agreement be declared invalid by a court of competent jurisdiction, the parties agree to meet and negotiate within a reasonable time period with regard to the manner in which said portions of the Agreement be brought into compliance.

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## ARTICLE 24

### DISCIPLINE

#### 24.1 Probationary Period Unit Members

24.1.1 New classified unit members shall serve a period of probation which shall not exceed six (6) months or one hundred thirty (130) days of paid service, whichever is greater.

24.1.2 During the probationary period, a new classified unit member may be released without cause.

#### 24.2 Permanent Classified Unit Members – Discipline & Dismissal

##### 24.2.1 Types of Disciplinary Action

24.2.1.2 Demotion: A unit member may be demoted to a lower salary classification for cause.

24.2.1.3 Suspension: A unit member may be suspended for a period of up to thirty (30) days without pay for cause.

24.2.1.4 Dismissal: A unit member may be dismissed and shall be separated from employment for cause.

24.2.1.5 Involuntary transfer: Any reassignment without the unit member's voluntary consent.

24.2.2 Discipline shall be imposed only for cause and pursuant to Administrative Regulation 4218 and pertinent law(s).

24.2.3 Whenever possible, disciplinary action will be taken only after the unit member has been counseled by his/her immediate supervisor and/or the Assistant Superintendent of Human Resources regarding the unsatisfactory action(s) or lack of action(s).

24.2.4 Unit members shall receive all due process rights to which they are entitled. As part of these legal due process rights, unit members who have received a notice

of intended discipline shall have the opportunity to present their rebuttal/response to the proposed discipline to a hearing officer at a pre-disciplinary meeting (“Skelly” meeting). They may do so in writing or in person. They may also waive the pre-disciplinary meeting entirely. The decision of the hearing officer shall be communicated in writing to the employee and Association.

24.2.5 After the pre-disciplinary meeting and decision (should the affected unit member not waive that meeting), the affected employee shall have the right to request an evidentiary hearing before the school board or a hearing officer should the school board choose to have the hearing done by one.

24.2.6 The Association shall be provided a copy of any notices of intended discipline (and all related documents) for any unit members at the time the affected employee is given such notice of proposed discipline. The affected unit member may choose to be represented by CSEA, by themselves, or by a representative of their own choosing.

24.3 A letter of reprimand, written warning and/or written directive relating to the action or lack of action may be placed in the unit member’s personnel file. The unit member shall be provided a copy and a notice of opportunity to reply. The unit member must be given at least ten (10) business days to reply before the document is placed in his/her personnel file. The unit member’s written comments/response, if any, must be attached to the District’s document.

## ARTICLE 25

### DISCRIMINATION

#### 25.1 Discrimination Prohibited

No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment on the basis of and/or association with a person or group with one or more of the following: actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, union affiliation, or any other legally protected category.

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ARTICLE 26  
TRANSPORTATION

26.1 Layovers

When a unit member is required to lay-over for thirty (30) minutes or less between bus routes, field trips, or transportation safety meetings, the unit member shall be compensated at the appropriate rate of pay.

26.2 Bus Drivers and transportation attendants on field trips, including but not limited to athletic events, and curricular trips, who are required to remain on standby for the duration of the event for which the field trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever a combination of driving/working and standby hours in a day exceeds the established workday, all excess hours shall be compensated at the appropriate overtime rate based on the unit member's regular rate of pay.

26.3 No driver shall be required to drive in violation of any applicable laws, codes or regulations.

26.3.1 Day Trip – A Bus Driver shall receive an eight (8) hour break to meet the requirements of 13 CCR § 1212(h) and 13 CCR § 1212.5(a)(3).

26.3.2 Overnight Trips – A Bus Driver shall be placed in a hotel and shall be on paid status for sixteen (16) hours for the first day, and for any subsequent full calendar days. On the final calendar day, a Bus Driver shall be paid the actual time worked.

26.4 Overtime and Extra Time shall be distributed as agreed upon in Articles 2.5.3 and 2.6.3.

26.5 Assignment of Daily Bus Routes

26.5.1 The District shall hold an orientation meeting for all Bus Drivers and the Transportation Attendants on a day set by management. One of the purposes of this meeting is to update the Bus Drivers and Transportation Attendants on any new laws, regulations and policies governing school transportation.

26.5.2 At the beginning of the school year, the District shall determine bus routes.

26.5.2.1 At the beginning of the school year, Bus Drivers and Transportation Attendants shall receive the same number of hours at least equal to his/her previously held hours unless the employee has received a final notice of layoff per Article 20.

26.5.2.2 When the routes are established, and again at the end of twenty (20) school days, but no later than twenty-five (25) school days, the Bus Driver with the greatest seniority may exercise his/her right to select any bus route of his/her choice on the appropriate district form, to be followed by other Bus Drivers in descending order of seniority, provided the Bus Driver has the necessary qualifications as determined by the immediate supervisor. Selection of bus routes by Transportation Attendants will follow the same procedure.

26.5.2.3 Prior to the end of Winter Break each year, there shall be a rebid of routes whereby the Bus Driver with the greatest seniority may exercise his/her right to select any bus route of his/her choice on the appropriate District form, to be followed by other Bus Drivers in descending order of seniority, provided the Bus Driver has the necessary qualifications as determined by the immediate supervisor. Selection of bus routes by Transportation Attendants will follow the same procedure.

26.5.3 After the bus routes are established as prescribed in Section 26.5.2.2, any changes in time shall be made as follows:

26.5.3.1 Increase in Assigned Times – When a route increases by one hundred (100) minutes per week over a four-week period, unit members shall be allowed to exercise their seniority to take the route, if it would result in an increase in their assigned hours.

26.5.3.2 Newly established or vacated routes shall be offered on a seniority basis.



26.5.3.3 Temporary vacancies of more than fifteen (15) working days shall be offered on a seniority basis.

26.5.4 The regular hours of each Bus Driver and Transportation Attendant shall be posted on the transportation bulletin board. Any permanent changes in these hours and the effective date of said changes shall be posted within five (5) working days.

26.6 Bus Drivers shall be guaranteed a minimum five (5) hours per day. Transportation Attendants shall be guaranteed a minimum four (4) hours per day. Bus Drivers and Transportation Attendants with the minimum hours will not be assigned more than two (2) runs.

26.7 The District shall provide an opportunity for ten (10) hours of in-service training per year for all Bus Drivers. The purpose of such in-service training shall be to meet the state requirements for Bus Drivers to maintain their school bus drivers' certificates. License renewal training and testing in the unit member's renewal year shall be in a District paid status. The current number of completed in-service hours for each driver shall be posted on the bulletin board in the Transportation Department.


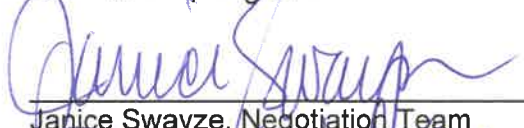
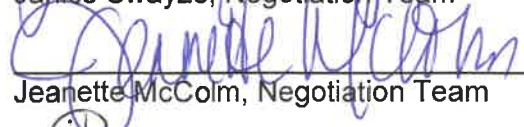



26.8 Assigned trips that occur on days other than regularly schedule work days, and do not require a layover, shall be guaranteed a minimum of two (2) hours of work for each run.

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## ARTICLE 27

### TERM AND RENEGOTIATION

- 27.1 This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2025.
- 27.2 For the 2023-24 and 2024-25 fiscal years, the parties may reopen and negotiate Article 3, (Pay and Allowances), Article 4, (Health and Welfare Benefits), and one additional Article selected by each party. Initial proposals for reopener or successor negotiations shall be exchanged by the parties no later than March 1 for the next fiscal year. The District shall place any initial proposals on the next school board meeting agendas after March 1 for public comment prior to negotiations commencing.

  
\_\_\_\_\_  
Tami Contreras, Chapter President  
\_\_\_\_\_  
Stacy Newby, Negotiation Team  
\_\_\_\_\_  
Susie Eichel, Negotiation Team  
\_\_\_\_\_  
Janice Swayze, Negotiation Team  
\_\_\_\_\_  
Jeanette McColm, Negotiation Team  
\_\_\_\_\_  
Aleksandr Hewitt, CSEA Labor Relations Representative  
\_\_\_\_\_  
Joni McDonald, Director, Human Resources/  
Classified/Chief Negotiator  
\_\_\_\_\_  
Kevin Platt, Assistant Superintendent/  
Human Resources  
\_\_\_\_\_  
Yolanda Ortiz, Assistant Superintendent/  
Business Services  
\_\_\_\_\_  
Paul Robinson, Director, CTE  
\_\_\_\_\_  
Daniel Sheridan, Plant Manager, RHS  
\_\_\_\_\_  
Sal Reynoso, Director, Human Resources/  
Certificated

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Job Classification (Alpha-Order)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Accompanist	Student Svcs	15	9.5
Accountant I	Clerical	32	12
Accounting Assistant I	Clerical	14	9.5
Accounting Assistant II	Clerical	17	9.5 / 12
Administrative Assistant I - DHS	Clerical	22	10
Administrative Assistant I - SSC	Clerical	22	12
Administrative Assistant II - School Site	Clerical	24	10.5
Administrative Assistant II - SSC	Clerical	24	12
Administrative Assistant III - DHS	Clerical	26	10.5
Administrative Assistant III - SSC	Clerical	26	12
Administrative Assistant IV - School Site	Clerical	28	11
Attendance Assistant	Clerical	15	10
Attendance Technician	Clerical	20	10
Behavioral Instructional Assistant (BIA) Special Ed	Paraprofessional	18	9.5
Bus Driver	Student Svcs	18	9.5
Buyer	Clerical	22	12
Campus Security Assistant	Student Svcs	12	9.5
Campus Security Assistant II	Student Svcs	17	9.5 / 12
Campus Security Coordinator	Student Svcs	26	9.5
Campus Security Officer	Student Svcs	19	9.5
Career Center Specialist	Student Svcs	20	10
Career Center/Student Support Technician - DHS	Student Svcs	18	9.5
Carpenter/Welder	MOT	28	12
Child Care Assistant	Student Svcs	9	9.5
Community Liaison Specialist	Student Svcs	26	10
Community Services Center Specialist	Student Svcs	26	9.5
Computer Lab Technician	Paraprofessional	18	9.5
Computer Network Technician	Info/Tech	28	12
Computer Network Technician II	Info/Tech	30	12
Computer Technician	Info/Tech	22	12
Crisis Intervention Consultant	Student Svcs	24	9.5
Custodial Supervisor	MOT	23	12
Custodian	MOT	15	9.5 / 12
Data Specialist	Info/Tech	20	10.5
Electrician	MOT	31	12
English Learner Student Data Specialist	Clerical	22	11
Facilities Bookkeeper	MOT	22	12
Farm Technician	Student Svcs	37	12
Fiscal Technician	Clerical	24	12
Food Service Lead	Food Svcs	23	9.5
Food Service Worker I	Food Svcs	9	9.5
Food Service Worker II	Food Svcs	12	9.5
Grounds Maintenance I	MOT	16	12

Job Classification (Alpha-Order)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Grounds Maintenance II	MOT	21	12
Guidance Technician	Clerical	22	10
Health Technician	Student Svcs	20	10
Human Resources Specialist - Benefits	Clerical	30	12
Human Resources Specialist - Recruitment and Compliance	Clerical	30	12
Instructional Assistant	Paraprofessional	11	9.5
Instructional Assistant-Bilingual	Paraprofessional	13	9.5
Instructional Assistant - Multilingual	Paraprofessional	15	9.5
Instructional Assistant-Special Ed TLC - Level I	Paraprofessional	16	9.5
Instructional Assistant-Special Ed I	Paraprofessional	13	9.5
Instructional Assistant-Special Ed II	Paraprofessional	15	9.5
Instructional Data Analyst	Technical	34	12
Intervention Lab Specialist	Paraprofessional	22	9.5
Job Coach	Student Svcs	13	12
Language Assessment Assistant I	Student Svcs	16	12
LCAP Specialist	Clerical	28	12
Lead District Maintenance	MOT	34	12
Lead Mechanic	MOT	35	12
Lead Warehouse Worker / Delivery Driver	MOT	19	12
Library Assistant	Clerical	14	10.5
Library Technician	Clerical	18	10.5
LVN Health Assistant	Student Svcs	22	9.5
Maintenance Worker I	MOT	21	12
Maintenance Worker II	MOT	25	12
Mechanic	MOT	32	12
Migrant Bilingual Statistician	Clerical	19	12
Migrant Education Recruiter-Statistician	Clerical	22	12
Migrant Guidance Technician	Clerical	16	9.5
Migrant Health Assistant	Student Svcs	13	9.5
Migrant Program Assistant	Clerical	13	10
Migrant School Advisor	Paraprofessional	24	12
Multilingual & Migrant Education Program Analyst	Student Svcs	20	12
Multilingual Translator-Interpreter	Clerical	26	10
Multi-Media Lab Technician	Student Svcs	16	9.5
Network Operations Coordinator	Info/Tech	34	12
Network Systems Specialist	Info/Tech	32	12
Office Assistant	Clerical	12	9.5
Operations Specialist - Alternative Education	Clerical	24	10
Outreach Consultant	Student Svcs	26	10
Painter	MOT	26	12
Payroll/Benefits Specialist	Clerical	32	12
Personnel Technician - Certificated	Clerical	32	12
Plumber	MOT	28	12

Job Classification (Alpha-Order)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Project Analyst	MOT	37	12
Program Resource Technician	Student Svcs	20	10
Program Specialist	Student Svcs	24	9.5
Purchasing Technician	Clerical	18	12
Reading Center Technician	Paraprofessional	16	9.5
Registrar II	Clerical	22	11
School Support Secretary	Clerical	16	10
School/Community Liaison	Student Svcs	20	9.5
Security Officer	Student Svcs	30	9.5
Speech-Language Pathology Assistant	Student Svcs	28	9.5
Staff Secretary	Clerical	18	10 / 12
Student Body Bookkeeper	Clerical	22	11
Student Data Specialist	Clerical	22	11
Student Information Systems Analyst	Info/Tech	31	12
Student Records Specialist - DHS	Clerical	23	10.5
Transportation Dispatcher/Instructor	Student Svcs	24	12
Transportation Service Technician	MOT	25	12
Translator - Interpreter	Clerical	24	10 / 10.5
Transition Specialist	Student Svcs	26	12
Transportation Attendant	Student Svcs	12	9.5
Warehouse Worker/Delivery Driver	MOT	18	12

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Job Classification (Job Family)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Accountant I	Clerical	32	12
Accounting Assistant I	Clerical	14	9.5
Accounting Assistant II	Clerical	17	9.5 / 12
Administrative Assistant I - DHS	Clerical	22	10
Administrative Assistant I - SSC	Clerical	22	12
Administrative Assistant II - School Site	Clerical	24	10.5
Administrative Assistant II - SSC	Clerical	24	12
Administrative Assistant III - DHS	Clerical	26	10.5
Administrative Assistant III - SSC	Clerical	26	12
Administrative Assistant IV - School Site	Clerical	28	11
Attendance Assistant	Clerical	15	10
Attendance Technician	Clerical	20	10
Buyer	Clerical	22	12
English Learner Student Data Specialist	Clerical	22	11
Fiscal Technician	Clerical	24	12
Guidance Technician	Clerical	22	10
Human Resources Specialist - Benefits	Clerical	30	12
Human Resources Specialist - Recruitment and Compliance	Clerical	30	12
LCAP Specialist	Clerical	28	12
Library Assistant	Clerical	14	10.5
Library Technician	Clerical	18	10.5
Migrant Bilingual Statistician	Clerical	19	12
Migrant Education Recruiter-Statistician	Clerical	22	12
Migrant Guidance Technician	Clerical	16	9.5
Migrant Program Assistant	Clerical	13	10
Multilingual Translator-Interpreter	Clerical	26	10
Office Assistant	Clerical	12	9.5
Operations Specialist - Alternative Education	Clerical	24	10
Payroll/Benefits Specialist	Clerical	32	12
Personnel Technician - Certificated	Clerical	32	12
Purchasing Technician	Clerical	18	12
Registrar II	Clerical	22	11
School Support Secretary	Clerical	16	10
Staff Secretary	Clerical	18	10 / 12
Student Body Bookkeeper	Clerical	22	11
Student Data Specialist	Clerical	22	11
Student Records Specialist - DHS	Clerical	23	10.5
Translator - Interpreter	Clerical	24	10 / 10.5
Food Service Lead	Food Svcs	23	9.5
Food Service Worker I	Food Svcs	9	9.5
Food Service Worker II	Food Svcs	12	9.5
Computer Network Technician	Info/Tech	28	12
Computer Network Technician II	Info/Tech	30	12

ASSIGNMENT	JOB FAMILY	RANGE	MOS
Computer Technician	Info/Tech	22	12
Data Specialist	Info/Tech	20	10.5
Network Operations Coordinator	Info/Tech	34	12
Network Systems Specialist	Info/Tech	32	12
Student Information Systems Analyst	Info/Tech	31	12
Carpenter/Welder	MOT	28	12
Custodial Supervisor	MOT	23	12
Custodian	MOT	15	9.5 / 12
Electrician	MOT	31	12
Facilities Bookkeeper	MOT	22	12
Grounds Maintenance I	MOT	16	12
Grounds Maintenance II	MOT	21	12
Lead District Maintenance	MOT	34	12
Lead Mechanic	MOT	35	12
Lead Warehouse Worker / Delivery Driver	MOT	19	12
Maintenance Worker I	MOT	21	12
Maintenance Worker II	MOT	25	12
Mechanic	MOT	32	12
Painter	MOT	26	12
Plumber	MOT	28	12
Project Analyst	MOT	37	12
Transportation Service Technician	MOT	25	12
Warehouse Worker/Delivery Driver	MOT	18	12
Behavioral Instructional Assistant (BIA) Special Ed	Paraprofessional	18	9.5
Computer Lab Technician	Paraprofessional	18	9.5
Instructional Assistant	Paraprofessional	11	9.5
Instructional Assistant - Multilingual	Paraprofessional	15	9.5
Instructional Assistant-Bilingual	Paraprofessional	13	9.5
Instructional Assistant-Special Ed I	Paraprofessional	13	9.5
Instructional Assistant-Special Ed II	Paraprofessional	15	9.5
Instructional Assistant-Special Ed TLC - Level I	Paraprofessional	16	9.5
Intervention Lab Specialist	Paraprofessional	22	9.5
Migrant School Advisor	Paraprofessional	24	12
Reading Center Technician	Paraprofessional	16	9.5
Accompanist	Student Svcs	15	9.5
Bus Driver	Student Svcs	18	9.5
Campus Security Assistant	Student Svcs	12	9.5
Campus Security Assistant II	Student Svcs	17	9.5 / 12
Campus Security Coordinator	Student Svcs	26	9.5
Campus Security Officer	Student Svcs	19	9.5
Career Center Specialist	Student Svcs	20	10
Career Center/Student Support Technician - DHS	Student Svcs	18	9.5
Child Care Assistant	Student Svcs	9	9.5
Community Liaison Specialist	Student Svcs	26	10

ASSIGNMENT	JOB FAMILY	RANGE	MOS
Community Services Center Specialist	Student Svcs	26	9.5
Crisis Intervention Consultant	Student Svcs	24	9.5
Farm Technician	Student Svcs	37	12
Health Technician	Student Svcs	20	10
Job Coach	Student Svcs	13	12
Language Assessment Assistant I	Student Svcs	16	12
LVN Health Assistant	Student Svcs	22	9.5
Migrant Health Assistant	Student Svcs	13	9.5
Multilingual & Migrant Education Program Analyst	Student Svcs	20	12
Multi-Media Lab Technician	Student Svcs	16	9.5
Outreach Consultant	Student Svcs	26	10
Program Resource Technician	Student Svcs	20	10
Program Specialist	Student Svcs	24	9.5
School/Community Liaison	Student Svcs	20	9.5
Security Officer	Student Svcs	30	9.5
Speech-Language Pathology Assistant	Student Svcs	28	9.5
Transition Specialist	Student Svcs	26	12
Transportation Attendant	Student Svcs	12	9.5
Transportation Dispatcher/Instructor	Student Svcs	24	12
Instructional Data Analyst	Technical	34	12

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**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
2024-25 CLASSIFIED SALARY SCHEDULE**

**APPENDIX C**

Monthly rate is based upon 8 hours per day and 12 months per year

Effective 7/1/24

1.070% increase

RANGE	Step A		Step B		Step C		Step D		Step E	
	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
9	\$ 19.31	\$3,360.28	\$ 20.28	\$3,528.33	\$ 21.29	\$3,704.75	\$ 22.36	\$3,889.81	\$ 23.47	\$4,084.19
10	\$ 19.79	\$3,444.18	\$ 20.78	\$3,616.45	\$ 21.82	\$3,797.28	\$ 22.91	\$3,987.20	\$ 24.06	\$4,186.51
11	\$ 20.29	\$3,530.43	\$ 21.30	\$3,706.86	\$ 22.37	\$3,892.36	\$ 23.49	\$4,086.97	\$ 24.66	\$4,291.35
12	\$ 20.80	\$3,618.75	\$ 21.84	\$3,799.62	\$ 22.93	\$3,989.55	\$ 24.08	\$4,189.07	\$ 25.28	\$4,398.57
13	\$ 21.32	\$3,709.18	\$ 22.38	\$3,894.70	\$ 23.50	\$4,089.29	\$ 24.68	\$4,293.93	\$ 25.91	\$4,508.36
14	\$ 21.85	\$3,801.71	\$ 22.94	\$3,992.12	\$ 24.09	\$4,191.62	\$ 25.29	\$4,401.16	\$ 26.56	\$4,621.15
15	\$ 22.40	\$3,896.79	\$ 23.52	\$4,091.87	\$ 24.69	\$4,296.28	\$ 25.93	\$4,511.39	\$ 27.22	\$4,736.78
16	\$ 22.96	\$3,994.21	\$ 24.10	\$4,193.96	\$ 25.31	\$4,403.71	\$ 26.57	\$4,623.95	\$ 27.90	\$4,855.13
17	\$ 23.53	\$4,094.19	\$ 24.71	\$4,298.82	\$ 25.94	\$4,513.72	\$ 27.24	\$4,739.30	\$ 28.60	\$4,976.34
18	\$ 24.12	\$4,196.30	\$ 25.32	\$4,406.51	\$ 26.59	\$4,626.52	\$ 27.92	\$4,857.94	\$ 29.32	\$5,100.81
19	\$ 24.72	\$4,301.63	\$ 25.96	\$4,516.52	\$ 27.26	\$4,742.58	\$ 28.62	\$4,979.36	\$ 30.05	\$5,228.51
20	\$ 25.34	\$4,408.86	\$ 26.61	\$4,629.55	\$ 27.94	\$4,860.75	\$ 29.33	\$5,104.07	\$ 30.80	\$5,359.26
21	\$ 25.97	\$4,519.29	\$ 27.27	\$4,745.13	\$ 28.63	\$4,982.40	\$ 30.07	\$5,231.53	\$ 31.57	\$5,493.04
22	\$ 26.62	\$4,632.12	\$ 27.95	\$4,863.76	\$ 29.35	\$5,106.85	\$ 30.82	\$5,362.29	\$ 32.36	\$5,630.55
23	\$ 27.29	\$4,747.96	\$ 28.65	\$4,985.43	\$ 30.09	\$5,234.81	\$ 31.59	\$5,496.52	\$ 33.17	\$5,771.31
24	\$ 27.97	\$4,866.81	\$ 29.37	\$5,110.11	\$ 30.84	\$5,365.77	\$ 32.38	\$5,633.79	\$ 34.00	\$5,915.59
25	\$ 28.67	\$4,988.22	\$ 30.10	\$5,237.84	\$ 31.61	\$5,499.56	\$ 33.19	\$5,774.80	\$ 34.85	\$6,063.36
26	\$ 29.39	\$5,113.15	\$ 30.85	\$5,368.59	\$ 32.40	\$5,637.08	\$ 34.02	\$5,919.07	\$ 35.72	\$6,215.07
27	\$ 30.12	\$5,241.10	\$ 31.63	\$5,503.08	\$ 33.21	\$5,778.09	\$ 34.87	\$6,067.08	\$ 36.61	\$6,370.51
28	\$ 30.87	\$5,371.87	\$ 32.42	\$5,640.59	\$ 34.04	\$5,922.58	\$ 35.74	\$6,218.56	\$ 37.53	\$6,529.48
29	\$ 31.64	\$5,506.09	\$ 33.23	\$5,781.59	\$ 34.89	\$6,070.79	\$ 36.63	\$6,374.24	\$ 38.46	\$6,692.61
30	\$ 32.44	\$5,643.82	\$ 34.06	\$5,926.08	\$ 35.76	\$6,222.54	\$ 37.55	\$6,533.67	\$ 39.43	\$6,860.20
31	\$ 33.25	\$5,785.10	\$ 34.91	\$6,074.06	\$ 36.65	\$6,377.96	\$ 38.49	\$6,696.80	\$ 40.41	\$7,031.96
32	\$ 34.08	\$5,929.56	\$ 35.78	\$6,226.25	\$ 37.57	\$6,537.39	\$ 39.45	\$6,864.39	\$ 41.42	\$7,207.66
33	\$ 34.93	\$6,078.04	\$ 36.68	\$6,381.69	\$ 38.51	\$6,700.76	\$ 40.43	\$7,035.67	\$ 42.46	\$7,387.60
34	\$ 35.80	\$6,230.00	\$ 37.59	\$6,541.11	\$ 39.47	\$6,868.13	\$ 41.45	\$7,211.62	\$ 43.52	\$7,572.16
35	\$ 36.70	\$6,385.42	\$ 38.53	\$6,704.72	\$ 40.46	\$7,040.11	\$ 42.48	\$7,392.03	\$ 44.61	\$7,761.66
36	\$ 37.62	\$6,545.33	\$ 39.50	\$6,872.54	\$ 41.47	\$7,216.06	\$ 43.55	\$7,576.84	\$ 45.72	\$7,955.81
37	\$ 38.56	\$6,708.68	\$ 40.48	\$7,044.31	\$ 42.51	\$7,396.45	\$ 44.63	\$7,766.31	\$ 46.87	\$8,154.62
38	\$ 39.52	\$6,876.51	\$ 41.50	\$7,220.25	\$ 43.57	\$7,581.28	\$ 45.75	\$7,960.47	\$ 48.04	\$8,358.54
39	\$ 40.51	\$7,048.49	\$ 42.53	\$7,400.88	\$ 44.66	\$7,770.97	\$ 46.89	\$8,159.51	\$ 49.24	\$8,567.57
40	\$ 41.52	\$7,224.71	\$ 43.60	\$7,585.71	\$ 45.78	\$7,965.13	\$ 48.07	\$8,363.43	\$ 50.47	\$8,781.56

**Longevity**

Beginning with	6 to 10 years of employment	4.50% of Monthly Base Salary
Beginning with	11 to 15 years of employment	6.00% of Monthly Base Salary
Beginning with	16 to 20 years of employment	7.50% of Monthly Base Salary
Beginning with	21 to 25 years of employment	9.00% of Monthly Base Salary
Beginning with	26 to 30 years of employment	10.50% of Monthly Base Salary
Beginning with	31+ years of employment	12.00% of Monthly Base Salary

**Professional Growth**

Increment	Annual Amount
1	\$225.00
2	\$450.00
3	\$675.00
4	\$900.00
5	\$1,125.00
6	\$1,350.00
7	\$1,575.00
8	\$1,800.00
9	\$2,025.00
10	\$2,250.00

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**District contribution for all health plans as approved by CSEA (sec 4.1.4.2)**

Hours/Day → Calendar Type →		7.00 – 8.00 12 month	6.00 – 6.99 12 month	5.00 – 5.99 12 month	4.00-4.99 12 month	7.00 – 8.00 10 month	6.00 – 6.99 10 month	5.00 – 5.99 10 month	4.00-4.99 10 month
Coverage Tier	Single	\$739.44	\$647.01	\$554.58	\$462.15	\$887.33	\$776.41	\$665.50	\$554.58
	2 Party	\$1518.88	\$1329.02	\$1139.16	\$949.30	\$1822.66	\$1594.82	\$1366.99	\$1139.16
	Family	\$1978.54	\$1731.22	\$1483.91	\$1236.59	\$2374.25	\$2077.47	\$1780.69	\$1483.91

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**Santa Maria Joint Union High School District and  
California School Employees Association, Central Coast #455**

**GRIEVANCE FORM**



GRIEVANT NAME(S): \_\_\_\_\_

DATE PRESENTED AT INFORMAL PROBLEM SOLVING: \_\_\_\_\_

PEOPLE PRESENT: \_\_\_\_\_

DATE PRESENTED AS LEVEL 1: \_\_\_\_\_

DATE of LEVEL 1 MEETING: \_\_\_\_\_

PEOPLE PRESENT AT LEVEL 1 MEETING: \_\_\_\_\_

DATE PRESENTED AS LEVEL 2: \_\_\_\_\_

DATE of LEVEL 2 MEETING: \_\_\_\_\_

PEOPLE PRESENT AT LEVEL 2 MEETING: \_\_\_\_\_

DATE MEDIATION REQUESTED: \_\_\_\_\_

DATE ARBITRATION REQUESTED: \_\_\_\_\_

VIOLATIONS ALLEGED (Agreement Article/Section): \_\_\_\_\_

DATE(S) OF ALLEGED VIOLATION(S): \_\_\_\_\_

ALLEGED VIOLATION(S) CIRCUMSTANCES:

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REMEDY SOUGHT:

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GRIEVANCE FILED BY:

\_\_\_\_\_  
Signature of Grievant or Association Representative

DATE: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

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*Responses at all levels of the grievance must be in writing and attached to this form. Please refer to Article 13 of the collective bargaining agreement between CSEA and the District for all pertinent timelines.*

Type of Leave	Allotment	Approval Needed	Authority	Bank of Time Drawn From
Sick	1 day earned for each month worked.	None	8.5	Sick Leave
Personal Necessity	Maximum of 9 days.	Immediate Supervisor.	8.7	Draws from Sick Leave
Personal Business	2 Days	Immediate Supervisor.	8.7.6	Draws from Personal Necessity
Kin Care	Up to 1/2 of annual sick leave accrual.	Immediate Supervisor.	8.5.11	Draws from Sick Leave
Family Care and Medical Leave	Amount required by law.	Request made to Human Resources on required form.	8.9	N/A
Catastrophic Leave	None	Submit application to Human Resources.	8.11	N/A
Floating Discretionary Days (FDD)	2 Days	Immediate Supervisor	8.10	FDD
Bereavement	Not to exceed 5 days.	None	8.2	None
Industrial Accident & Illness	Not to exceed 60 days.	Report to immediate supervisor before the close of the working day the day of the injury.	8.6	Industrial Accident & Illness Leave Balance of 60 days for each accident or illness
Military Leave	Unspecified	Leave request shall be submitted in writing to Human Resources.	8.4	N/A
Judicial Leave	Unspecified	None, proof may be requested.	8.3	N/A
Leave without Pay	Unspecified	Must request in writing to Human Resources.	8.8	N/A

