

# CSEA, Chapter 437

# COLLECTIVE BARGAINING AGREEMENT (Amended 1.28.21)

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**ARTICLE 1: AGREEMENT**

This Agreement is made and entered into by and between the Earlimart Elementary School District ("District") and the California School Employees Association and its Earlimart Chapter No. 437 ("Association" or "CSEA") dated November 6, 2019, with respect to the following recitals:

The tentative agreement reached between the District and the Association for the 2019-2022 school years is as follows:

**ARTICLE 2: RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of the classified employees as listed in Appendix I.
- 2.2 DISCRIMINATION PROHIBITED: No employee in the bargaining unit shall be unlawfully discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be unlawfully discriminated against because of age, sex, or physical handicap.
- 2.3 The District agrees that if, subsequent to this Agreement, it creates any new classifications, it shall notify the Association of its action, describing the class created, and indicate whether the new class is a part of the bargaining unit or excluded therefrom.
- 2.4 In the creation of a new classification to the bargaining unit, the District shall prepare and submit to the Association the description and salary range for any classification determined to be within the unit. If the Association objects to inclusion or exclusion from the unit, the parties shall meet within ten (10) days to seek resolution to the objections. If the parties fail to reach agreement, the classification shall be submitted to the Public Employment Relations Board for resolution.

**ARTICLE 3: DEFINITIONS**

- 3.1 “Employee” means any employee of the District whose assigned job classification and title are among those included in the recognized bargaining unit and are specifically included among those job titles contained in Article 2.1 of this Agreement.
- 3.2 “Daily Rate of Pay” means the employee’s annual salary divided by the number of days he/she is in paid status.
- 3.3 “Paid Status” means any hours during which the employee is compensated by the District.
- 3.4 Effective January 1, 2020, new employees shall serve a probationary period of 130 work days.
- 3.5 Effective January 1, 2020, any employee who promotes into a classification with a higher salary range shall serve a probationary period of 130 working days

**ARTICLE 4: NEGOTIATIONS PROCEDURES**

- 4.1 Not later than April 1 of the year in which this Agreement expires, the Association shall deliver its initial proposals for bargaining to the Board. Unless the District and the Association otherwise mutually agree, the Board and the exclusive representatives shall begin to meet and negotiate in good faith no later than forty-five (45) calendar days following delivery of such proposals. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 4.2 The Association shall have the right to designate five (5) employees who shall be given reasonable release time to participate in negotiations.

4.3 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

4.4 This Agreement contains the agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the right of the Association to bargain on matters that develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.

**ARTICLE 5: DISTRICT RIGHTS**

5.1 The District retains all its vested rights, powers, and authority to manage and direct its affairs to the extent limited by law and not otherwise limited by the provisions of this Agreement. Included in those powers and authority are the rights to:

5.1.1 manage and direct its own operations and its classified personnel; such direction to be for the purposes dictated by District goals; including, but not limited to, greater District efficiency high staff morale;

5.1.2 to determine its goals, objectives, and educational philosophy;

5.1.3 to ensure the rights and educational opportunities of students;

5.1.4 to determine staffing patterns and the classification of positions;

5.1.5 to determine the curriculum;

5.1.6 to determine, develop, and implement its budget and

procedures thereof;

- 5.1.7 to determine the methods of raising revenue;
- 5.1.8 to contract or discontinue work for operational or economic reasons;
- 5.1.9 to hire, assign, evaluate, promote and terminate employees subject to the provisions of the California Education Code and other applicable statutes;
- 5.1.10 to discipline employees in accordance with contractual agreements, district policy, and state and federal law;
- 5.1.11 to build, move, or modify the facilities.

5.2 In the event an emergency affects the ability of the District to reasonably comply with any provision of this Agreement, said provision may be altered by the district only to the extent and for the time necessary to meet the emergency.

**ARTICLE 6: NO LOCKOUT/NO STRIKE**

- 6.1 During the term of this Agreement, the District agrees not to engage in any lockout of employees covered by this Agreement.
- 6.2 The Association agrees that, during the term of this Agreement, there will be no strike, walk-out, slow-down, or work stoppage.

**ARTICLE 7: ASSOCIATION RIGHTS**

7.1 The Association shall be permitted to transact official Association business on school property at reasonable times that do not otherwise conflict with the business of the District.

Association representative shall first report to the site administrator or designee to advice of the representative's presence on a District site. Prior arrangements shall be made by the site administrator for Association meetings.

7.2 The Association shall have the right to use District bulletin boards, to place documents in employee mailboxes, and to post information or notices concerning Association matters.

7.3 The Association shall have the right to use equipment, facilities, and buildings at reasonable times. The Association can use the District email to communicate with its members during non-work times and have a link on the District website to communicate with bargaining unit members.

7.4 The Association shall have the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.

7.5 No later than September 1 of each year, and upon written request, the Association shall have the right to be supplied with a complete seniority roster for all employees in the bargaining unit. The roster shall indicate the employee's current classification, date of hire, job site, number of working days, and number of hours in the classification.

- 7.6 The Association shall have the right, upon written request, to receive one (1) copy of public budgetary or financial material submitted to the District.
- 7.7 The Association shall have the right to receive one (1) copy of each Board meeting packet to include public enclosed information when such data is available to the Board of Education members.
- 7.8 Nothing in this Article shall require the District to provide any information to the Association in any form other than what is normally available for the District's ordinary and necessary business or education affairs.
- 7.9 The Chapter President shall receive reasonable release time to conduct necessary Association business. The District agrees to allow CSEA a sixty (60) minute meeting with the bargaining unit 2 times per school year. Bargaining unit members will be provided release time without loss of pay. These meetings will be held on non- instructional days.
- 7.10 Within thirty (30) days after execution of this agreement the District shall print and provide, without charge, ten (10) copies of this contract to the Chapter President. Any employee who becomes a member of the unit after execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. The District shall place a copy of the contract on the District website and provide a written copy to any employee upon request. A computer will be made available for staff use only at each site or department.
- 7.11 The Association shall have the right of paid release time for two (2) CSEA Chapter delegates to attend the annual CSEA Conference.
- 7.12 Employee Orientation. District will notify CSEA of all new employees and allow a designated CSEA representative the opportunity to meet with the new

employee at the conclusion of the new employee meeting. The CSEA chapter president will be notified at least three (3) work days in advance of the orientation meeting with the new employee.

**ARTICLE 8: GRIEVANCE PROCEDURES**

- 8.1 This Article provides a procedure for the consideration of grievances pertaining to a contract dispute that is defined as an alleged violation, misapplication, or misinterpretation of the specific provisions of the contract by any employee (s) in the bargaining unit or CSEA.
- 8.2 Any employee or CSEA may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Association as long as adjustment is not inconsistent with the term of this Agreement. A copy of the grievance and the proposed resolution must be forwarded to the Association with the Association having five (5) working days to file a response.
- 8.3 Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty, or desirability to the organization. Employees, Association representative, and all other persons involved in the presentation

of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

- 8.4 Failure by the District to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. However, the parties may extend the dates by mutual agreement.
- 8.5 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 8.6 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- 8.7 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 8.8 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the District or its designee. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance, shall be deemed a termination of the grievance by the employee. The District may, but shall not be required to, give written notice of such termination to the employee.
- 8.9 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.

8.10

DEFINITIONS;

8.10.1 GRIEVANCE: A formal written allegation by a grievant that the grievant has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

8.10.2 GRIEVANT: A grievant is one (1) or more District employee(s) covered by this Agreement and/or the Association.

8.10.3 REPRESENTATIVE: A representative is a fellow employee, Association representative, or legal counsel who participate in the grievance procedure.

8.11

INFORMAL RESOLUTION: Any employee who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within twenty (20) calendar days after the grievant became aware, or should have been aware, or the circumstances that formed the basis for the grievance. Failure to do so will render the grievance null and void. If the grievance is timely, the supervisor shall hold discussions and attempt to resolve the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee and the immediate supervisor.

8.12

Grievances will be processed in accordance with the following steps:

8.12.1 STEP 1: If the grievance is not satisfactorily adjusted during the informal discussion, the employee shall present the grievance in writing to the immediate supervisor within five (5) work days after the oral decision by the supervisor. The supervisor shall respond in writing five (5) work days after the receipt of the grievance. The

written information provided by the grievant shall include: a description of the specific grounds of grievance, including names, dates and places necessary for a complete understanding of the grievance; a listing of the provisions of this Agreement that are alleged to have been violated or misapplied; and a listing of specific actions requested of the District which will remedy the grievance.

8.12.2 STEP 2: If the grievance is not resolved at Step 1, the grievant shall, within five (5) work days after receipt of the written decision, present the grievance in writing to the next level supervisor with immediate responsibility for the position to which the grievant is assigned. Within five (5) work days from the receipt of the grievance, the supervisor involved shall meet with the grievant in an effort to resolve the grievance. The supervisor shall make a written disposition of the grievance within five (5) work days after such meeting and return it to the grievant.

8.12.3 STEP 3: If the employee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) work days from the receipt of the grievance, the Superintendent shall meet with the employee on the grievance and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

8.12.4 STEP 4: The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for

arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator first before he/she hears the merits of the grievance. The parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on an arbitrator within twenty (20) calendar days of the Association's submission of the grievance to arbitration, the parties shall request State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. After a hearing and after both parties have had an opportunity to make written arguments,

the arbitrator shall submit, within thirty (30) calendar days to all parties, the written findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator will be final and binding upon the parties of this Agreement. The parties shall share equally the cost of the arbitrator, the arbitrator's expenses, and the hearing room, if any. If both parties desire a transcript or if the arbitrator requires a transcript, the cost of the transcript and court reporter shall be shared equally between the parties. Where only one party desires a transcript, that party shall hire the court reporter and pay costs of the reporter and the transcript. No party who fails to pay for the reporter and transcript shall be entitled to use or cite the transcript.

**ARTICLE 9: LEAVES**

9.1 SICK LEAVE: Every employee shall be entitled to one (1) day of sick leave for each month of employment, prorated for other than full-time employees. For purposes of this Article "other than full-time" means an employee who works less than eight (8) hours per day.

9.1.1 Unused sick leave shall accrue from year-to-year.

9.1.2 The District may require a physician's verification of illness if an employee has been on sick leave for two or more consecutive days. If a unit employee has exhausted all off their sick leave, the District may require a doctor's note whenever the employee is absent.

- 9.1.3 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 9.1.4 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. Employees who have worked for the District six (6) months or less may take up to six (6) days of sick leave prior to obtaining six months' seniority. Education Code Section 45191 controls in cases where sick leave is taken prior to accrual.
- 9.1.4.1 Bargaining unit members who terminate their employment with the District and have used more sick leave than they have accrued at the time of termination, shall have the equivalent cost of those sick leave hours deducted from their final pay warrant. If the final warrant is insufficient to compensate for the cost of the utilized but unearned sick leave, the bargaining unit member shall reimburse the District by cash payment within ten (10) calendar days.
- 9.1.5 Employees with ten (10) years of continual service with the District may elect to cash-out all or part of his/her unused regular annual accumulated sick leave allotment upon retirement. This section shall only apply to employees who retire from the District under CalPERS and does not apply to employees who resign or who are terminated from the District. Payment for the cashed-out accumulated sick leave

will be at the rate of 50% of his/her salary at the time of retirement. Any remaining unused regular annual accumulated sick leave allotment will be reported to CalPERS, to the extent permitted by law. The election to receive payment for accumulated sick leave may result in no sick leave being reported to CalPERS depending upon the amount of sick leave cashed-out.

9.1.6 CATASTROPHIC LEAVE: Upon written request by the unit member to the Superintendent, on the form required by the District, a unit member may authorize the final, unconditional, and irrevocable donation of all or part of the donor unit member's accumulated sick leave or vacation to a designated unit member.

9.1.6.1 Sick leave or vacation so transferred shall be deducted from the donor's account and shall thereafter be treated for tax and other purposes, as though it has been earned by the donee.

9.1.6.2 Sick leave or vacation so transferred shall be deducted or credited in whole days only. There shall be no adjustment for individual salary differences.

9.1.6.3 Sick leave or vacation may be donated only to another unit member who has exhausted his/her sick leave and extended illness leave and is unable to return to work at the time of the donation.

9.2 SICK LEAVE INCENTIVE: The sick leave incentive plan shall be implemented as follows, effective December 1, 1996.

- 9.2.1 To be eligible for any sick leave incentive pay, an employee must have thirty (30) accumulated, unused sick days at the time payment is made. Payment may be requested between December 1 and December 15 of any calendar year commencing December 1996.
- 9.2.2 Twenty percent (20%) of unused sick leave shall be available to employees for incentive purposes. The twenty percent (20%) calculation shall be based on sick leave accrued through November 30 of that year.
- 9.2.3 Employees may receive said sick leave payment in cash by December 15 or have an equal number of hours credited to their annual vacation.

9.3 Perfect Attendance: Employees who have "Perfect Attendance" for a school year shall receive a five hundred dollars (\$500.00) bonus payable on the June pay warrant for the following year.

Perfect Attendance shall be defined as attendance on all workdays and all work hours expected of the employee for the full school year (July 1 – June 30), excluding absences for Bereavement Leave, CSEA Release Time, Compensatory Time, Jury Duty, or Vacation.

9.4 WORKERS' COMPENSATION: The Education Code is supplemented as follows:

9.4.1 An employee shall be entitled, upon completing twelve (12) months of service in the District, to sixty (60) days of non-cumulative industrial accident or illness leave per year. If utilization of this leave occurs at a

time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced, for the same injury or illness.

- 9.4.2 An employee who exhausts such leave shall be entitled to use his/her sick leave benefits as provided in this Article. If the employee continues to receive workers' compensation while on sick leave, he/she may elect to use that portion of his/her sick leave which, when added to the temporary disability compensation, is equal to his/her regular monthly salary.
- 9.4.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers' compensation.
- 9.4.4 Payment for wages lost on any day shall not, when added to an award granted employee under workers' compensation laws, exceed the normal wage for the day.
- 9.4.5 Any employee receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless District authorizes travel outside of the state.
- 9.4.6 When an employee intends to return to work from an industrial illness or injury, the employee shall provide the District with a physician's release to return to work. If the release contains work restrictions, the District shall assign the employee to light or restricted duty if such assignment is available. Where an employee is released by a

physician without restrictions, the District may require the employee to be evaluated by a District-selected physician at District expense.

9.4.7 “Industrial accident or illness” means an injury/condition that arises out of and occurs in the scope of employment with the District.

9.4.8 The District shall prepare and maintain reports of industrial accidents or illnesses in the manner required by law.

9.4.9 Benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as a result of an industrial accident or illness.

9.5 PREGNANCY LEAVE: Pregnancy shall be treated, if requested by the employee, as an illness in accordance with Section 9.1, “Sick Leave,” above.

9.6 BEREAVEMENT LEAVE: Employees shall be granted paid leave, not to exceed three (3) total days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. For purposes of this Article, immediate family means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee; brother-in-law, sister-in-law, uncle, aunt, niece, nephew, step-father, step-mother, step-children, or any relative living in the immediate household of the employee.

9.7 JURY DUTY: Employees shall be entitled to as many days of paid leave as necessary for appearance in any legal proceeding not brought about by their own misconduct, including jury duty. If the employee receives juror’s fees while on leave under this paragraph, such fees shall be remitted to the Board.

The employee must report to work until they have to report to the court. In addition, if there is a break from a trial for at least half a day, they must report to work. You must attach to your absence form proof from the court that you have served the day(s) in which you were absent.

9.8 PERSONAL NECESSITY LEAVE: Employees may use their annual sick leave allotment for personal necessity each year. Such leave is not cumulative from year to year.

9.8.1 For the purpose of this Section, "personal necessity" means:

9.8.1.1 Death of a member of the employee's immediate family, as defined in Section 9.6 of this Article, when additional leave is required beyond that provided in Section 9.6 of this Article.

9.8.1.2 Accident or illness involving the employee's person or property or the person or property of a member of his/her immediate family, as defined in Section 9.6 of this Article.

9.8.1.3 Appearance in any court or before any administrative tribunal as a litigant or a party in any suit.

9.8.1.4 Such other reasons as may be approved by the District.

9.8.2 Although advance notice shall not be required for utilization authorized under subsections 9.8.1.1 and 9.8.1.2 above, all absences authorized under this Section are permissive privileges and the District reserves the right to require appropriate proof of necessity before authorizing such absences.

9.9 Entitlement to Other Sick Leave: (Differential Pay)

Once each fiscal year a classified employee shall be credited with one hundred (100) working days of paid sick leave with compensation at fifty (50)

percent of his/her salary. The one hundred (100) working days is exclusive of any other paid leave, holidays, vacation or compensating time to which the employee is entitled.

9.10 OTHER LEAVES: The parties recognize and acknowledge that the District has sole, exclusive, and discretionary right to grant such other leaves of absence, paid or unpaid, as it sees fit and proper on condition that such leaves shall not individually, exceed six (6) months in duration and that all continuous leaves granted to any individual employee under any authority of this Article shall not, collectively, exceed eighteen (18) months' continuous duration.

9.11 LEAVE FOR RETAINING OR STUDY: Leaves of absence for study of retaining may be granted by the District to any bargaining unit employee, provided such employee had been deemed eligible for such leave under qualifying standards of service that the District may elect to prescribe.

9.11.1 Under any circumstances, employees may be eligible for study leave only after completion of three (3) years' continuous service with the District, and no more than one (1) study leave may be granted during any seven (7)-year period, and no more than one (1) retaining leave may be granted during any three (3)-year period.

9.11.2 Leaves of absence granted under this Section may be no more than one (1) year in duration; however, upon approval of the District, leave may be authorized in separate six (6)-month periods or in other appropriate periods rather than for a continuous one (1)-year period.

9.11.3 Any leave of absence authorized under this Section shall not be deemed a break in service for any purpose except that such leave shall not be included as service in computing services for the granting of any subsequent leave under this paragraph, nor shall any employee earn vacation pay, sick leave, or any other benefits provided under this Agreement.

9.12 PAID LEAVE: No absence under any paid leave provision of this Article shall be considered a break in service.

**ARTICLE 10: FRINGE BENEFITS**

10.1 District to pick up any and all increase for the 2019/2020 plan year for all fully benefited classified employees (\$16,803.30).

10.2 For the purposes of this Article only, daily work assignments of six (6) hours shall be deemed full-time employment and shall permit the employee to gain full benefits as listed in Section 10.1 above. Employees working less than six (6) hours per day may be eligible for proration of benefits by the District based on eight (8) hours being full-time employment for this Section only.

10.3 Employees who retire with fifteen (15) or more consecutive years of service shall be entitled to Health and Welfare Benefits provided by the District as specified below.

10.3.1 Employees who retire between the ages of 55 and 59 years of age, the District shall contribute no more than \$10,613.30 until the retiree is 65 years of age.

10.3.2 Employees who retire between the ages of 60 and 65 years of age, the District shall contribute no more than \$13,397.30 until the retiree is 65 years of age.

Employees who retire with twenty (20) or more consecutive years of service shall be entitled to Health and Welfare Benefits provided by the District as specified below

10.3.3 Employees who retire between the ages of 55 and 59 years of age, the District shall contribute no more than \$10,613.30. When the retiree reaches the age of 60, the District shall contribute no more than \$13,397.30 until the retiree is 65 years of age.

**ARTICLE 11: SALARIES**

11.1 For the 2019-2020 year: 1% on salary schedule, retroactive to July 1, 2019, and 2% off salary schedule.

For the 2020-2021 year: Subject to reopener

For the 2021-2022 year: Subject to reopener

Salary Schedule increase the longevity to include:

\$50.00 per month for 10 years

\$55.00 per month for 15 years

\$60.00 per month for 20 years

\$65.00 per month for 25 years

\$70.00 per month for 30 years

If any other employee group receives a higher total compensation increase, then the District agrees to provide the same total compensation increase, as a percentage, to the classified bargaining unit.

11.2 Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and the same experience step of the new class.

11.2.1 "New class" is defined as the classification to which the employee is promoted, within the meaning of Article 27, Promotions.

11.3 All employees in the bargaining unit shall be paid once per month payable on or before the last working date of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

11.4 Bargaining unit members who are employed on a part-time basis shall receive pro rata payment, based upon current rates.

11.5 Any required or mandated in-service hours for District employees will be paid at his/her regular rate of pay.

11.6 The salary schedule information shall be updated annually.

11.7 The District shall develop a professional growth ladder for paraprofessionals. The conditions of the paragraph shall include language that stipulates a two percent (2%) salary increase for 24 approved semester college/university units. An additional two percent (2%) salary increase shall be granted for a total of 48 approved semester college/university units. An additional two percent (2%) salary increase shall be granted for 60 units or more of approved semester college/university units. Approved units shall be identified as units taken in Math, Science, English, Computer Technology, History, Psychology,

Foreign Languages, and Sociology. Verified units must be submitted to the Personnel Office on or before October 10 for an employee to receive credit on current year's salary schedule. Only official college transcripts will be accepted.

- 11.8 The District agrees to join with CSEA Chapter #437 to implement an IRS Section 125 flexible benefit plan, to be provided by American Fidelity.

**ARTICLE 12: EMPLOYEE BENEFITS**

- 12.1 Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District, shall be reimbursed for the cost of the meal within the District-established maximum as soon as possible after submission of the expense claim.
- 12.2 Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the necessary and reasonable cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging.
- 12.3 The District agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 12.4 The District shall provide uniforms to the operations, maintenance and transportation unit members at a cost not to exceed Two Hundred Dollars (\$200) per person per year. Uniforms shall be purchased on July 1 of each calendar year. It shall be the responsibility of the employee to inform their immediate supervisor of the appropriate sizes to be ordered. All District purchased uniforms shall be returned to the District upon termination.

12.4.1 The District shall provide a uniform allowance of One Hundred Fifty Dollars (\$150), per person, per year, to members of the cafeteria staff effective July 1, 2019.

12.5 Any individual in a classification who is required by the District to maintain a bus driver's license or Serv-Safe Certificate will have this requirement included in their job description and shall receive Fifty dollars (\$50.00) per month as long as the license, certification or certificate is valid. Existing and new employees will have three months to obtain a Serv-Safe Certificate. Any individual who possesses a Computer Technician Certification or Pool Operator Certification shall receive fifty dollars (\$50.00) per month as long as the license, certification or certificate is valid.

12.6 A bargaining unit member who transfers into a position requiring a school bus drivers license or a new employee hired into a position requiring a school bus drivers license, shall have one year from the date of transfer/hire to acquire the bus driver's license. Should a current employee who has transferred into the position requiring a bus driver's license fail to obtain the license in one year, he/she will return to his/her previously held position. This may result in the transfer/demotion/layoff of other bargaining unit members due to the bumping. If a new employee fails to obtain the driver's license within eleven months of hire, he/she shall be released from employment for failure to successfully complete his/her probationary period.

**ARTICLE 13: HOLIDAYS**

13.1 During the term of this Agreement, and provided an employee is in paid status the day before or the day after a holiday, or as otherwise indicated by law, the

District agrees to provide all employees in the bargaining unit with the following holidays:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day

Friday of Spring Recess

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day (in lieu of Admissions Day)

Christmas Eve

Christmas Day

New Year's Eve

Floating Day (Designated by the District)

13.2 Unless otherwise mutually agreeable to the parties, when a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following day, not a holiday shall be deemed to be that holiday.

13.3 Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 5202, 5202.1, 887, or

37220, or their successors, shall be a paid holiday for all employees in the unit.

13.4 HOLIDAY ELIGIBILITY: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13.5 It is understood by the parties that an employee in paid status on a working day before a recess period shall be paid for any holiday falling within that recess period with the exception of the summer break. With respect to those employees who work summer school, if the employee is on duty either the day before or the day after July 4<sup>th</sup>, the employee shall be paid for the July 4<sup>th</sup> holiday.

**ARTICLE 14: VACATIONS**

14.1 All employees shall earn and accumulate vacation from the first (1<sup>st</sup>) month through the fifth (5<sup>th</sup>) year of service at the rate of (1) day per month of service. Commencing with the sixth (6<sup>th</sup>) year of service, employees shall earn and accumulate vacation at the rate of 1.25 days per month of service. Commencing with the thirteenth (13<sup>th</sup>) year of service, employees shall earn and accumulate 1.67 days per month of service.

14.1.1 Vacation for part-time employees shall accrue on a pro rata basis.

14.2 Bargaining unit members may carry over ten (10) vacation days from one fiscal year to the next. Any bargaining unit member with more than ten (10) vacation days must utilize the vacation days or be compensated for all earned vacation in excess of ten (10) days at the conclusion of the fiscal year.

14.2.1 Vacation days are paid at the bargaining unit members pay rate that he/she would have received if working (overtime excluded).

- 14.2.2 When a bargaining unit member, who has completed at least six (6) months of service, is terminated or leaves employment with the District for any reason, he/she shall be entitled to all vacation pay accrued.
- 14.3 Probationary employees shall be eligible for vacation pay only after the successful completion of six (6) months' service.
- 14.4 Vacation shall be scheduled at least two (2) weeks in advance with the bargaining unit member's supervisor. The scheduling of vacations shall be at the discretion of the District. The District will endeavor to schedule vacations at times requested by the employee so long as the scheduling does not interfere with the district's operations.
- 14.5 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and adequate supporting information regarding the basis for such interruption or termination.

**ARTICLE 15: EVALUATIONS**

- 15.1 All evaluations, when completed, shall be shared with the employee for the purpose of explanation of any statement, comments, or observations that may be requested by the evaluated employee. No evaluation shall be placed in any employee's personnel file or other records folder until such evaluation has been shared with the evaluated employee and all evaluated employees shall

affix their signatures and date of review on the evaluation to assure compliance with this requirement. A signature does not necessarily indicate agreement with the content of the evaluation.

15.2 No evaluation shall be made based on hearsay, but on direct observation of the evaluatee. Any negative evaluation shall include specific recommendations for improvement.

15.3 Although the parties agree that evaluations are not the proper subject of any grievance procedure, employees who do not concur with their evaluation, or who simply wish to, may rebut or otherwise narratively address their evaluations, and such narrative shall be appended to their evaluations and included in the file and or record.

15.4 The personnel file for each employee shall be maintained at the District's central Administration Office. Employees shall be provided with copies of any derogatory written material five (5) days before it is placed in the employee's personnel file. Employees shall be provided an opportunity to comment and/or attach a written response to any derogatory material to be placed in the personnel file.

15.5 An employee shall have the right, at times when the employee is not required to render service to the District, to examine and/or obtain copies of any written material from employee's personnel file.

15.6 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. Nothing herein shall preclude the District from complying with a subpoena or other legal request for access to personnel files.

15.7 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted, and any written material placed in a personnel file shall indicate the date of such placement.

**ARTICLE 16: TRANSFERS**

16.1 DEFINITION: Transfer shall be defined as a change in site. Transfers may be voluntary or involuntary.

16.2 VOLUNTARY TRANSFERS: Any unit member may initiate a transfer to another position in his/her same classification where there is an opening for which he/she has the necessary aptitude, training, and experience, by submitting a written request to the District Office. An employee who has served six (6) months or more in his/her present position may file for the vacancy by submitting written notice to the Personnel Office within the filing period.

16.2.1 POSTING: The job vacancy notice shall be posted for a period of six (6) full working days, during which time employees within the unit may file for the vacancy. The job vacancy notice shall include specifics as related to the job. These notices shall be posted at the District Office, MOT, and in all schools when such notices are sent out during the time that school is in session. During the summer break, the job postings shall be posted at the District Office and the MOT office, and summer school sites if in session.

16.2.2 SENIORITY: Where two (2) or more employees apply for the transfer and are equally qualified, the transfer will be determined based on the following criteria:

- Seniority
- Necessary aptitude, training and experience

16.2.3 REASONS FOR DENIAL: Any employee denied a request to transfer may request the reasons in writing. That document shall be sent no later than ten (10) days after the request is made.

16.2.4 OUTSIDE APPLICATIONS: Absent any unit applications for the position or absent any qualified unit applicants, the District may hire outside the District.

16.3 INVOLUNTARY TRANSFER: An employee may be transferred within his/her classification due to the following:

1. Change of location of a program
2. Staffing level changes, increase or decrease

Human Resources and/or Superintendent will conference with each employee and their CSEA representative regarding which of the involuntary transfers applies and the specific reasons.

**ARTICLE 17: WORK DAY/ WORK YEAR**

17.1 WORK WEEK: The normal work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The workweek shall consist of five (5) consecutive workdays for all employees. The normal workweek shall be Monday through Friday. The

District retains the right to establish a Tuesday through Saturday workweek providing that no employee will be required to work the Tuesday through Saturday work week for more than eighteen (18) weeks per year. The provisions of the altered workweek shall only be applicable to custodians and those maintenance employees who do not possess a valid California bus driver's license. No employee will receive a reduction in salary as a result of this paragraph.

The District may, at its option, permit an employee to work a four (4) day, ten (10) hour per day week. Employees granted this privilege shall not be entitled to overtime pay unless the day exceeds ten (10) hours or the worksheet exceeds forty (40) hours.

17.2 WORK DAY: The length of the work day shall be designated by the District for each assignment in accordance with the provision set forth in this Agreement. Each unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

17.3 ADJUSTMENT OF ASSIGNED TIME: Any employee in the unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive days shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. With the exception of a current unit employee replacing another employee on a long term basis, in a non-vacant position. A unit member will receive additional vacation and sick leave hours and holiday pay for the hours worked beyond the unit member's regular assignment.

17.4 LUNCH PERIODS: All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for five and one-half (5.5) hours. Upon mutual agreement of the employee and immediate supervisor, any employee who has been on duty a minimum of four (4) hours but less than five and one-half (5.5) hours shall be entitled to a duty-free lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled at or about the midpoint of each work shift.

17.5 REST PERIODS: All unit employees shall be granted rest periods which shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods are part of the regular work day and shall be compensated at the regular rate of pay for the employee.

17.6 OVERTIME: Except as otherwise provided herein, all overtime hours worked shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work assigned. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting time or subsequent to the assigned quitting time. **All overtime MUST be approved and documented by their supervisor/director prior to the overtime being accrued.**

17.6.1 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6<sup>th</sup>) consecutive day of work.

17.6.2 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.

17.7 SHIFT COMPENSATION: Any employee in the unit whose assigned work shift commences after 12.00 p.m. shall be paid a night shift premium of five percent (5%) above the regular rate of pay for all hours worked.

17.8 COMPENSATORY TIME:

17.8.1 An employee in the bargaining unit may have the option to elect to take compensatory time off in lieu of cash compensation for overtime work or extra work, as defined in Section 17.8.1.1. Upon mutual agreement between the employee and his/her supervisor, such elections shall be submitted to the District office in written form within five (5) days following the time the overtime or extra time was worked.

17.8.1.1 Overtime is defined in Section 17.6 of this contract. Extra time is defined as time worked in excess of a part-time employee's regularly scheduled work day but less than eight (8) hours per day. Compensatory time shall be granted at the appropriate rate of overtime or extra time in accordance with this Article.

17.8.2 Compensatory time earned at the overtime rate shall be taken at a time mutually agreeable upon between the employee and his/her supervisor. Compensatory time off shall be used by the bargaining unit members during the fiscal year in which it is earned. If the compensatory time off has not been used by June 30 of the fiscal year in which it was earned, the District shall pay the bargaining unit

members for such time at the appropriate overtime rate based upon his/her pay rate at the time the overtime was worked.

17.8.2.1 Compensatory time earned at the extra time rate shall be taken at a time mutually agreeable to the employee and the District within thirty (30) days in which it was earned unless employee obtains a specific waiver from the Superintendent and in which case waiver should be granted for pre-scheduled time off. If the compensatory time is not taken within the fiscal year in which it was earned, such time will be paid at the employee's regular rate of pay.

17.8.3 The above Section 17.8 was negotiated to conform with recent changes in the Fair Labor Standards Act regarding the use of compensatory time. Should these regulations change during the life of the contract, the contract may be reopened for negotiations to be solely confined to the issue of the use of compensatory time.

17.9 DISTRIBUTION OF OVERTIME: Overtime/Supplemental time shall be offered and rotated equally among employees in the unit who has suffered a reduction to their hours per day or days per week/calendar year, prior to being distributed and rotated equally among employees in the unit within each department based on the needs of the District.

17.10 CALL-IN TIME: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay.

- 17.11 STAND-BY TIME: All stand-by time shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under this Agreement.
- 17.12 CALL-BACK TIME: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate.
- 17.13 CUSTODIAN ON-CALL DUTY: This shall be compensated at the rate of One Hundred Dollars (\$100) per week of duty.
- 17.14 Summer School: A unit member not regularly assigned to work between the end of one academic year and the commencement of the next academic year may request summer school assignment. A unit member will receive holiday pay per section 13.4.
1. Summer School assignments will be posted at each school site and sent to the CSEA Chapter President. All summer school assignments shall be for a fixed duration, at which time the assignment will terminate.
  2. If more than one (1) classified employee applies for the same summer school assignment and equally meet the job description qualifications, the classified employee with the greatest seniority shall be given preference on a yearly rotating basis.
  3. When a summer school assignment results in work at two different salary ranges, the employee shall be paid at the ranges and steps of the work performed.

**ARTICLE 18: SAFETY CONDITIONS OF EMPLOYMENT**

- 18.1 Unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the district directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe condition and advise the unit member in writing of any findings and corrective action taken.
- 18.2 The District shall attempt to conform and to comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state and federal law.

**ARTICLE 19: PAYROLL DEDUCTION**

**The District and CSEA shall continue to negotiate the language contained in this Article.**

- 19.1 CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee all sums so deducted.
- 19.2 The District shall immediately notify the CSEA Chapter President if any member revokes a dues authorization.
- 19.3 Employees in the bargaining unit who are not members of CSEA on
- 19.4 the effective date of this Agreement and employees who hereafter come into the bargaining unit shall apply for membership and execute an authorization for dues deduction on a form provided by CSEA and in accordance with CSEA service fee schedule.

- 19.5 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA, in accordance with the CSEA procedures.
- 19.6 In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees by payroll deduction until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.
- 19.7 RELIGIOUS OBJECTION: An employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that, once such body has submitted evidence to CSEA that proves he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, or a charitable fund exempt from taxation under section 501(c) of Title 26 of the Internal Revenue Code, to be determined by CSEA Chapter No. 437 membership and the District.
- 19.8 DEDUCTION AND PAYMENT OF CHARITABLE CONTRIBUTIONS:  
Any employee who belongs to a religious body described herein shall, effective October 1, 1985, present proof to CSEA that he/she is a member of such religious body and shall execute a written authorization for payroll deduction in an amount equal to the service fee payable to the organizations referenced in Section 19.8 above or, in the alternative, such employee shall provide proof to the District that such payments have been made on an annual

basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

19.9 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

19.10 The Association agrees to indemnify and hold harmless the District for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the District for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the District within thirty (30) calendar days after the date such deductions were or should have been made.

**ARTICLE 20: Union Stewards**

20.1 The District recognizes the need and affirms the right of the Association to designate Union Stewards from among employees in the unit. It is agreed that the Association, in appointing such stewards, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. The Association shall notify the District in writing the names of all Union Stewards and the groups they represent.

20.2 Union Stewards have the right to investigate, prepare writings, and present grievances and are afforded release time. All release time shall be cleared by the District Superintendent.

**ARTICLE 21: EFFECTS OF LAYOFF**

- 21.1 The District agrees to comply with Education Code Sections 45298 and 45308 and other applicable laws with corresponding decisions of courts and appropriate jurisdictions.
- 21.2 Before any layoffs occur, the District will meet with the Association to review proposed layoffs, established notification dates, displacement rights, formulate reemployment procedures, and negotiate the effect of the proposed layoffs.
- 21.3 NOTICE OF LAYOFF: The District shall notify both the Association and the affected employee(s) in writing no later than sixty (60) days prior to any planned layoff. Any notices of layoff shall specify the reason for layoff and identify by name, class, and classification of the employee(s) designated for layoff. Failure to give such notice under the provisions of this Section shall invalidate the layoff.
- 21.4 ORDER OF LAYOFF: The order of layoff shall be based on hire date seniority within the District. An employee with the least seniority within the class, plus higher classes, shall be laid off first.
- 21.5 EQUAL SENIORITY: If two (2) or more employees have class seniority, the determination as to who shall be laid off will be made by lot.
- 21.6 BUMPING RIGHT: An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority provided the employee has worked previously in the lower class position. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position.
- 21.7 REEMPLOYMENT RIGHTS: Laid off employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39)-

month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of reemployment, defined or undefined, in this Agreement. In addition laid off employees shall have the right to apply for promotional positions within the filing period specified in this Article and use their bargaining unit seniority for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified by the District of promotional opportunities.

21.8 SENIORITY ROSTER: The District shall provide CSEA with an updated seniority roster upon request. The seniority roster shall indicate each employee's class seniority and hire date seniority within the class.

21.9 NOTIFICATION OF REEMPLOYMENT OPENING: Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

21.10 EMPLOYEE NOTIFICATION TO DISTRICT: An employee shall notify the District of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of employment within ten (10) working days from receipt of the reemployment notice.

- 21.11 HEALTH AND WELFARE BENEFITS: The District agrees to continue health and welfare benefits for all laid off employees as if the relationship of the parties had not been severed. The District will continue to provide these benefits for thirty (30) calendar days after the effective date of any layoff.
- 21.12 UNEMPLOYMENT BENEFITS: The District agrees that it shall not contest or otherwise appear in opposition to any laid off employee who files for unemployment benefits.
- 21.13 RETIREMENT IN LIEU OF LAYOFF: Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this Agreement, provided written notification is given to the District of such election.
- 21.14 NOTIFICATION OF VACANCIES: The District shall notify all laid off persons in writing of any vacancies in the classified bargaining unit. This notice shall be sent to the last address given to the District by the employee.
- 21.15 CSEA shall retain its right to meet and negotiate the effects of any proposed layoff.

**Article 22: SEVERABILITY**

- 22.1 If, during the life of this Agreement, there exists any law or rule, regulation, or order issued by any governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part of portions of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

22.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and determine the disposition of any Article or Section within this Agreement.

**ARTICLE 23: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

23.1 PLACEMENT IN CLASS: Every bargaining unit position shall be placed in a class.

23.2 CLASSIFICATION AND RECLASSIFICATION REQUIREMENT: Position classification and reclassification shall be subject to mutual written agreement between the District and the Association regarding salary placement. Either party may propose a reclassification at any time during the life of this Agreement for any position.

23.3 SALARY PLACEMENT OF RECLASSIFIED POSITIONS: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule subject to negotiations.

23.4 The District may utilize presently employed bargaining unit members to work as substitute employees for an absent bargaining unit member; and they shall be paid at step three for the position filled unless they are working in their current classification.

23.5 An employee who is assigned duties, out of his/her classification for 5 out of any 15 consecutive calendar days shall have his/her salary adjusted upward, if the employee's hourly rate of pay is less than the person's being replaced.

In no case shall an employee be required to work for less than his/her current salary.

## **ARTICLE 24: DISCIPLINARY ACTION**

24.1 EXCLUSIVE PROCEDURE: Discipline shall be imposed upon unit employees only pursuant to this Article.

24.2 DISCIPLINARY PROCEDURE:

24.2.1 Discipline shall be imposed on unit employees only for cause.

24.2.2 No disciplinary action will be initiated for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District filed the notice of disciplinary action, unless omitted or not available to the District.

24.2.3 A notice of disciplinary action shall be written. It shall be served in person, or by registered or certified mail, at the employee's last known address. The notice shall contain a statement in ordinary and concise language of the specific act and omissions upon which the disciplinary action is based. The statement shall also include times, dates, and locations of chargeable actions or omissions, the penalty proposed, and a notice of the employee's right to make use of the appeal procedure to dispute the charges or the proposed penalty.

24.2.4 Disciplinary action includes, but is not limited to, dismissal, demotion, suspension, reassignment, and transfer.

24.2.5 Any proposed penalty shall not be implemented until the employee has exhausted his/her rights under the Skelly decision and the appeal procedure.

24.2.6 An employee may be relieved of duties with or without loss of pay at the option of the District.

24.2.7 If the decision is made to suspend without pay, the employee must be given sufficient advance notice of the disciplinary action in order for the employee to review the material upon which the action is based, to draft an answer, meet with representatives, and to have the written oral response considered by the authority who recommended discipline prior to the actual imposition of the discipline. Failure of the employee to make a written or oral response as provided will constitute a waiver of this provision, provided, however, that the employee shall have at least five (5) working days after service prior to any formal action being taken.

24.2.8 The Association and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee with pay.

24.2.9 Nothing herein shall limit the District's rights under Education Code Sections 45123 and 45124.

### 24.3 APPEAL PROCEDURES:

24.3.1 When a notice of disciplinary action has been served on a unit employee, he/she shall have the right to elect to schedule an informal hearing with the person recommending disciplinary action.

24.4 If the employee is not satisfied with the decision resulting from the Superintendent, the employee may elect to appeal to the Governing Board at

its next regularly scheduled meeting. The employee shall have the choice to have the Board hearing in open or closed session. At this meeting, the employee may present testimony, witnesses, and any other materials and also be represented by the Association.

24.5 In any disciplinary proceeding, the burden of proof shall lie with the charging party.

24.6 The Board shall normally, within five (5) days of such hearing, deliver to the employee and his/her representative, in writing, their decision, which shall be final and conclusive on all parties.

**Article 25: PROMOTIONS:**

25.1 DEFINITIONS: "Promotion" is defined as movement to another job classification requiring additional or new skills, increased responsibility, and placement on a higher salary range.

25.2 INTERVIEWS: All District employees who apply for and meet minimum qualifications for a promotion shall be interviewed for the position.

25.3 SELECTION: Where two (2) or more employees apply for the position and are equally qualified, the selection shall be based on the following criteria:

- Seniority
- Necessary aptitude, training and experience

25.4 POSTING OF NOTICE: Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each job site. The job vacancy notice shall remain posted for a period of six (6) working days, during which time employees may file for the vacancy.

25.5           CONTENT OF NOTICE: The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required of the position, the assigned work shift times, days per week, and months per year, the salary wage, any tests required and the deadline for filing to fill the vacancy.

25.6           REASONS: An unsuccessful applicant may request a statement of the reasons for his/her non-selection. The statement shall be sent no later than ten (10) working days after the request is made.

**ARTICLE 26: TERM**

26.1           The Agreement shall remain in full force from July 1, 2019 to June 30, 2022. The parties agree to re-opener negotiations for the 2020-2021 and 2021-2022 school years limited to salary, health and welfare benefits and two additional articles chosen by each party.

**Other Terms and Conditions.** Except as set forth above, all other terms and conditions of the existing Collective Bargaining Agreement shall remain unchanged.

**Ratification Process.** The Association agrees to seek ratification of this Tentative Agreement as soon as possible. If the Association ratifies this Tentative Agreement, it shall be submitted to District's governing board for ratification as soon as possible. If both the Association and the District ratify this Tentative Agreement, negotiations for the 2019-2020 school year shall be deemed concluded. If either the Association or the governing board do not ratify this Tentative Agreement, the parties shall immediately recommence negotiations for the 2019-2020 school year.

**Republication of the CBA.** Following ratification of this Tentative Agreement, the Association shall work with the District to have the Agreement republished.

All other terms and conditions of the 2016-2019 District- CSEA Collective Bargaining Agreement shall remain unchanged and incorporated into the 2019-2022.

Agreed to this sixth day of November 2019.

FOR THE DISTRICT

FOR THE ASSOCIATION

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Philip Nystrom,  
Superintendent

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Antonio Hernandez,  
Chapter President

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Angie Botelho,  
Sr. Labor Relations Representative

Ratified on: November 19, 2019

Classified Employee Position List & Salary Schedule  
Position

2020-2021 School Year

Appendix I

<i>Clerical and Secretarial</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Administrative Assistant	13.5	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	8	215
Attendance Assistant	10.5	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	\$18.80	\$19.76	8	185
Migrant Education Recruiter/Community Liaison	9.5	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	\$18.80	6	185
Parent Liaison	13	\$16.60	\$17.47	\$18.29	\$19.21	\$20.18	\$21.16	\$22.28	6	185
Program Assistant	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	4	185
School Administrative Assistant	13.5	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	8	190

<i>Food Services</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Food Service Coordinator	13.5	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	8	184
Food Service Program Assistant	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	5.5	246
Food Service Worker	7.5	\$12.73	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	4 / 5.5 / 8	184
Food Service Worker/ Custodian	9	\$13.66	\$14.33	\$15.02	\$15.82	\$16.60	\$17.47	\$18.29	8	184
Food Service Worker/Driver	8	\$12.96	\$13.66	\$14.33	\$15.00	\$15.82	\$16.60	\$17.47	8	184
Food Service Worker/Storekeeper	11	\$15.02	\$15.82	\$16.60	\$17.47	\$18.29	\$19.21	\$20.18	8	184
Senior Food Service Worker	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	8	184

<i>Maintenance/Operations/Transportation</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Bus Driver	13	\$16.60	\$17.47	\$18.29	\$19.21	\$20.18	\$21.16	\$22.28	8	246
Custodian	12	\$15.82	\$16.60	\$17.47	\$18.29	\$19.21	\$20.18	\$21.16	8	246
Lead Mechanic	15.5	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	\$24.01	\$25.20	8	246
Lead Night Custodian	13.5	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	8	246
Maintenance Technician	14.5	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	\$24.01	8	246
Maintenance/Grounds Worker	12.5	\$16.23	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	8	246
Mechanic Assistant	14	\$17.47	\$18.29	\$19.21	\$20.18	\$21.16	\$22.28	\$23.38	8	246
Warehouse Worker/Delivery Driver	12	\$15.82	\$16.60	\$17.47	\$18.29	\$19.21	\$20.18	\$21.16	8	246

<i>Other</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Behavior Specialist	15.5	\$18.80	\$19.76	\$20.71	\$21.81	\$22.88	\$24.01	\$25.20	6	180
Licensed Vocational Nurse	19.5	\$22.10	\$23.19	\$24.37	\$25.65	\$26.90	\$28.27	\$29.70	7	180
Noon Duty Supervisor/Crossing Guard	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	3.75	180
Preschool Teacher (Sp. Ed.) Instructional Assistant	12.5	\$16.23	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	8	185
State Preschool Teacher	12.5	\$16.23	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	4 / 8	210

<i>Paraprofessionals/Technicians</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Assessment Aide	9.5	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	\$18.80	6	180
Bilingual Instructional Assistant	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	4	180
Community Day School Instructional Assistant	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	4	180
Computer Lab Technician	16.5	\$19.63	\$20.58	\$21.63	\$22.79	\$23.89	\$25.10	\$26.38	5.5	185
Computer Support Technician	19.5	\$22.10	\$23.19	\$24.37	\$25.65	\$26.90	\$28.27	\$29.70	8	246
Health Assistant	9	\$13.66	\$14.33	\$15.02	\$15.82	\$16.60	\$17.47	\$18.29	5.5	185
Instructional Assistant	7.5	\$12.73	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	4	180
Instructional Assistant Transitional Kindergarten	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	5.5	180
Instructional Assistant-Preschool	7.5	\$12.73	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	4	210
Library Assistant	9.5	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	\$18.80	6	185
Literacy Technician	12.5	\$16.23	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	6	185
Special Education Instructional Assistant	8.5	\$13.37	\$14.05	\$14.78	\$15.52	\$16.23	\$17.06	\$17.90	4	180
Special Education Instructional Assistant I	12.5	\$16.23	\$17.06	\$17.90	\$18.80	\$19.76	\$20.71	\$21.81	4	180
Speech and Language Assistant	9	\$13.66	\$14.33	\$15.02	\$15.82	\$16.60	\$17.47	\$18.29	6	185

*Stipends/Longevity*

<u>Stipends:</u>	Range
Bus Driver Certification Stipend	\$50.00/month
Pool Operator Certification Stipend	\$50.00/month
<u>Longevity:</u>	
10 years service	\$50.00/month
15 years service	\$55.00/month
20 years service	\$60.00/month

\*Paraprofessionals, Computer Technicians, Library Clerks will receive an additional 2% increase for 24 approved semester units, an additional 2% for 48

All other terms and conditions of the 2016-2019 District- CSEA Collective Bargaining Agreement shall remain unchanged and incorporated into the 2019-2022.

Agreed to this sixth day of November 2019.

FOR THE DISTRICT

FOR THE ASSOCIATION

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Philip Nystrom,  
Superintendent

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Antonio Hernandez,  
Chapter President

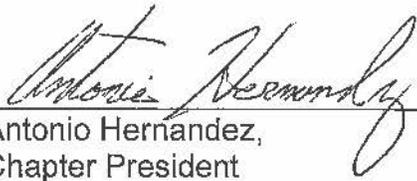
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Angie Botelho,  
Sr. Labor Relations Representative

Ratified on: November 19, 2019

Incorporated agreement February 1, 2021 :

  
\_\_\_\_\_  
Jaime Robles,  
Superintendent

  
\_\_\_\_\_  
Antonio Hernandez,  
Chapter President

  
\_\_\_\_\_  
María G. Bustos  
Director of Human Resources

\_\_\_\_\_  
Josie Contreras  
Labor Relations Representative