

AGREEMENT BETWEEN
SCOTT VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
CHAPTER #859

JULY 1, 2023 – JUNE 30, 2026

CSEA ratified July 11, 2023

Board ratified June 21, 2023

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1 **ARTICLE 1. AGREEMENT**

2 1.1 This is an Agreement made and entered into by and between the Scott Valley
3 Unified School District, (hereinafter referred to as “District”) and the California
4 School Employees Association and its Scott Valley Chapter #859 (hereinafter
5 Referred to as “CSEA”).

6 1.2 Origination of the Agreement between Scott Valley Unified School District and
7 the California School Employees Association and its Scott Valley Chapter #859:
8 Initial agreement entered into February 4, 2008 and was effective November 1,
9 2007.

10

1 **ARTICLE 2. RECOGNITION**

2 2.1 The District recognizes CSEA as the exclusive representative for
3 that unit of classified employees certified by the Public Employment Relations
4 Board on September 13, 2007. Substitute, short term, yard aides, consultants,
5 supervisory, and managerial employees are not members of the bargaining unit
6 and are not eligible for benefits defined in this Agreement.

7 2.2 This Agreement applies only to District classified employees included in said
8 representation unit.

9

1 **ARTICLE 3. DISTRICT RIGHTS**

2 3.1 It is understood and agreed that the District retains all of its powers and authority
3 to direct, manage, and control to the full extent of the law.

4 3.2 The District’s exercise of its power, rights, authority, duties and responsibilities;
5 the adoption of policies, rules, regulations, and practices in furtherance thereof;
6 and the use of judgment and discretion in connection therewith shall be limited
7 only by the specific and express terms of this Agreement, and then only to the
8 extent such specific and express terms are in conformance with the law.

9 3.3 It is also agreed and understood that no grievance shall be filed on the basis of an
10 alleged violation of this Article.

11 3.4 All matters not specifically enumerated as within the scope of negotiations in
12 Government Code Section 3500 are reserved to the District.

13

1 **ARTICLE 4. ORGANIZATIONAL SECURITY**

2 4.1 The District will deduct the normal and regular monthly CSEA membership dues as
3 authorized in writing by CSEA.

4 4.2 CSEA shall be responsible for notifying the District of all new,
5 modified or discontinued deductions associated with membership. All employee requests
6 to cancel and/or modify deduction authorizations shall be directed to CSEA.

7 4.3 CSEA deduction notification shall be received no less than five (5) days
8 prior to the Siskiyou County Office of Education payroll deadlines in order for the new
9 deduction, modification or discontinuance to be reflected in the current month's pay
10 warrant. The District will not backdate deductions beyond the current month. Any
11 deductions made in error due to untimely communication will be handled directly by
12 CSEA. The employee will be referred to CSEA and any reimbursements will be done
13 by CSEA. CSEA shall indemnify the District from any claims made by the
14 employee for deductions made in reliance CSEA deduction notification. Fees deducted
15 from unit members will be processed monthly by the county office for payment to CSEA.
16 A list of employees for whom deductions have been made will be sent with payment for
Deductions withheld.

17 4.4 The District shall provide at the end of each month, a list of all new hires hired into a
18 Bargaining unit position.

19 4.5 The District shall provide a list of all bargaining unit members on or before the last
20 working day of September, January and May.

21 4.6 CSEA shall notify the District of any changes in its dues structure within thirty
22 (30) days of notifying membership.

23 4.7 CSEA fully indemnifies the District for dues deducted under this article.
24 CSEA shall hold the District harmless and shall provide prompt, full
25 reimbursement to the District for any fees, costs, charges or penalties incurred in
26 responding or defending against any claims, disputes or challenges which are brought
27 against the District in connection with the administration or enforcement of any section in
28 this article. The provision shall apply to payroll deductions made by the District based on
29 notification from CSEA regarding deductions of individual employees for payroll
30 deductions.

31

1 4.8 The District will schedule one (1) orientation dates per month at the beginning of
2 the fiscal year. Additional dates may be scheduled with ten (10) days advance notice or
3 mutual agreement if prior to the ten days. CSEA shall have up to thirty (30)
4 minutes of paid release time during their normal work hours for one (1) CSEA
5 Representative, either the Chapter President or designee, to conduct an orientation session
6 with the new hire. Said release time shall not be counted against the total release time
7 contained elsewhere in the collective bargaining agreement. CSEA Labor Relations
8 Representative may also attend the orientation session. During CSEA's orientation time, if
9 requested, no District manager or supervisor or non-unit Employee shall be present.

1 **ARTICLE 5. EVALUATIONS - PROBATIONARY & PERMANENT EMPLOYEES**

2 5.1 **Procedures**

3 5.1.1 Probationary Each probationary status unit member shall receive a written work
4 performance evaluation by the immediate supervisor not less than twice during
5 the probationary period, which shall be based on current law. Current law
6 enacted October, 2019 limits probationary period to not exceed six months or 130
7 days of paid service, whichever is longer.

8 5.1.2 Permanent Each permanent status unit member shall receive a written work
9 performance evaluation by the immediate supervisor at least once each year until
10 employed three (3) years. Once permanent status unit member has been
11 employed three (3) years then the written work performance evaluation by the
12 immediate supervisor shall be every other year unless the unit member receives
13 an unsatisfactory evaluation then the evaluation shall be given every year until
14 the unit member receives a satisfactory evaluation. Once permanent status unit
15 member has been employed seven (7) years then the written work performance
16 evaluation by the immediate supervisor shall be every four (4) years unless the
17 unit member receives an unsatisfactory evaluation then the evaluation shall be
18 given every year until the unit member receives a satisfactory evaluation. Unit
19 members have the option to request an annual evaluation from their supervisor
20 in a non-evaluation year. Request must be via email to the Supervisor with a
21 copy to human resources no later than April 1. Evaluation must be given to the
22 unit member within 45 calendar days of the request.

23 5.1.3 The immediate supervisor shall discuss each written evaluation with the unit
24 member and shall provide the unit member with a copy.

25 5.1.4 Any negative written performance evaluation shall include recommendations for
26 improvement in cited deficiencies.

27 5.1.5 The unit member shall have the right to respond to negative written performance
28 evaluations in accordance with Section 5.2.3, Derogatory Materials.

29 5.2 **Employee Personnel Files**

30 5.2.1 Employee Inspection of Files

31 A unit member may inspect material in his/her personnel file which may serve as

32 a basis for affecting the status of his/her employment, except materials which:

33 5.2.1.1 Are obtained prior to his/her employment;

1 5.2.1.2 Were prepared by identifiable examination committee members; or

2 5.2.1.3 Were obtained in connection with a promotional examination.

3 5.2.2 When Files May Be Inspected

4 A unit member may inspect such material in his/her personnel file, with
5 the exception of the above specified items, during the normal business
6 hours of the District Office at times other than when the unit member is
7 required to render service. Such inspection shall take place under the
8 supervision of a District administrator or designee.

9 5.2.3 Derogatory Materials

10 No materials of a derogatory nature, except the above specified items, may be
11 placed in an employee's personnel file without allowing the unit member an
12 opportunity (during a ten (10) day working period) to review and comment
13 thereon. A unit member shall have the right to enter, and have attached to any
14 such derogatory statement, his/her own comments thereon. The review and
15 comment upon materials of a derogatory nature shall take place during the
16 normal business hours of the District Office, and at times when the unit member
17 can be spared from duty, as determined by the Supervisor. The unit member
18 shall submit a request in advance to the Supervisor to leave the normal place of
19 work during assigned duty times for such review and comment.

20 5.2.4 Dating of Files

21 All material placed in an employee's personnel file shall be dated and
22 signed by the contributor.

23 5.2.5 Where Files Are Kept

24 The official personnel file of each unit member as referred to in this section shall
25 be kept in the District Office.

1 **ARTICLE 6. CSEA RIGHTS**

2 6.1 **Access to Work Areas**

3 CSEA shall have the right of access to areas in which unit
4 members' work, subject to the following procedures and conditions:

5 6.1.1 All CSEA business, discussion, and activities shall be
6 Conducted by unit members and CSEA officials outside of Unit
7 members' assigned duty times, and in such a way which will not
8 interfere with school programs.

9 6.1.2 Unit members shall have the right to refrain from listening or speaking
10 with CSEA representatives.

11 6.1.3 CSEA representatives shall notify the Superintendent or designee in
12 advance of the time, place, and nature of CSEA business.

13 6.1.4 CSEA representatives who are not employed by the District shall also
14 follow District procedures prior to visiting the school campus.

15 6.2 **Use of District Facilities**

16 CSEA may use District facilities, when not otherwise in use, for
17 the purpose of meetings concerned with the exercise of rights guaranteed by the
18 Educational Employment Relations Act. District policies regulating the use of
19 facilities must be followed.

20 6.3 **District Mail Boxes/Bulletin Boards**

21 CSEA may use the school mailboxes and bulletin board spaces (at least two
22 of which shall be designated by the Superintendent or designee in places where
23 unit members work) and e-mail subject to the following conditions:

24 6.3.1 All postings for bulletin boards or items for school mailboxes must
25 contain the date of posting or distribution and the identification of the
26 organization, together with an authorization by a CSEA
27 officer that such material is an official CSEA publication;

28 6.3.2 At the time of posting or distribution of copy of such material must be
29 provided to the Superintendent or designee;

1 6.3.3 CSEA shall not post or distribute information which is defamatory of
2 the District or its personnel or for the purpose of
3 political campaigning.

4 6.4 **Inspection of Personnel Files**

5 When exercising the duty of representation, a representative of CSEA, upon
6 written authorization of the unit member, shall be permitted to inspect materials in
7 such employee’s personnel file, subject to the procedures of Article 5, Sections 5.2.1
8 and 5.2.2.

1 **ARTICLE 7. HOURS OF EMPLOYMENT AND OVERTIME**

2 **COMPENSATION**

3 7.1 **Workweek and Workday**

4 7.1.1 Full-time Employment

5 Full-time employment within this representation unit consists of a
6 forty (40) hour workweek rendered in units of eight (8) hours per
7 day, 180 days or more per year. The workweek shall consist of up
8 to five (5) consecutive workdays during the period of Monday
9 through Friday for all unit members rendering service averaging
10 four (4) hours or more per day during the workweek. This
11 provision shall not apply to unit members who agree to work a
12 week of other than Monday through Friday, security
13 classifications, those unit members hired for a workweek of other
14 than Monday through Friday, the unit members temporarily
15 assigned [not to exceed twenty (20) work days] to a work week of
16 other than Monday through Friday in order to meet emergencies.
17 In the event of such an emergency assignment, all Saturday and
18 Sunday work shall be compensated at the overtime rate. Any
19 additional exceptions shall be negotiated upon request of the
20 District.

21 7.1.2 Work Day

22 The workday for all unit members shall be established and
23 regularly fixed by the District.

24 7.1.3 Extension of Work Day/Week

25 The District retains the right to extend the regular workday or work
26 week of unit members when it deems it necessary to carry out the
27 District's business.

28 7.1.4 Work In Excess of Assignment

29 A part-time unit member who is assigned to work a minimum of
30 thirty (30) minutes per day in excess of his/her regular assignment
31 for a period of twenty (20) consecutive work days or more shall

1 have the basic assignment changed to reflect the longer hours for
2 the purpose of fringe benefit proration.

3 7.2 **Meal Period**

4 A non-compensated meal period between thirty (30) and sixty (60) minutes
5 shall be provided all unit members who render service of at least six (6)
6 consecutive hours. The length of the meal period shall be determined by the
7 Supervisor. The Supervisor shall assign the meal period to be taken as soon
8 after the conclusion of four (4) hours of service as possible. The Supervisor may
9 modify the length of the meal period, with the agreement of the unit member, any
10 time during the work year with a corresponding modification in the beginning or
11 ending time of the work day of the unit member, in order to reflect the increased or
12 decreased time of the meal period. Once the unit member’s work schedule has been
13 set, such modification in meal period shall not happen more that once during a school
14 year. The meal period shall be uninterrupted except in the event of an
15 emergency.

16 7.3 **Rest Period**

17 A fifteen (15) minute compensated rest period shall be provided to unit
18 members for each four (4) hour period of service. This rest period shall be
19 taken at the direction of the Supervisor at or near the mid-point of each four
20 (4) hour period of service. Unit members who work at least six (6) hours but
21 less than eight (8) hours in a day shall be entitled to two (2) fifteen-minute
22 compensated rest periods, to be taken as scheduled by the Supervisor.

23 7.4 **Overtime Compensation**

24 7.4.1 Definition

25 Overtime compensation shall be provided to unit members who are
26 directed by their immediate Supervisor to work in excess of eight
27 (8) hours in any one day or in excess of forty (40) hours in any
28 workweek.

- 1 7.4.2 Twenty Hour/Plus Work Week
2 Unit members directed and authorized by the immediate
3 Supervisor, and who provide service to the District for five (5)
4 consecutive work days averaging four (4) hours or more per day,
5 shall be provided overtime compensation on the sixth (6th) and
6 seventh (7th) day following the commencement of the work week.
- 7 7.4.3 Less Than Twenty Hour Work Week
8 Unit members directed and authorized by the immediate
9 Supervisor, and whose average workday is less than four (4) hours
10 shall be provided overtime compensation on the seventh (7th) day
11 following the commencement of the workweek.
- 12 7.4.4 Computing Number of Hours Worked
13 For the purpose of computing the number of hours worked, time
14 during which a unit member is excused from work because of
15 holidays, sick leave, vacation, compensatory time off, or other paid
16 leave of absence shall be considered as time worked by the unit
17 member.
- 18 7.4.5 Rate of Compensation/Comp. Time
19 As determined by the District, the unit member shall be
20 compensated equal to time and one-half of the unit member's
21 regular rate of pay or shall receive compensatory time off at time
22 and one-half of the unit member's regular hours of pay.
- 23 7.4.6 When Comp. Time Is To Be Used
24 Unit members authorized by the District to take compensatory time
25 off in lieu of cash compensation for authorized overtime shall take
26 the compensatory time off, as approved by the District, within six
27 (6) calendar months following the month the overtime service was
28 rendered or will be paid at the end of the fiscal year, at the
29 discretion of the District.
- 30 7.4.7 Minimum Extra Assigned Hours
31 A unit member assigned to work by the immediate Supervisor on a
32 work day, after normal working hours or on a day not scheduled to

1 be worked shall receive at least two (2) hours of work at the
2 appropriate rate of pay. This provision shall not apply to any unit
3 member who is assigned, prior to leaving work, to work beyond
4 the normal workday.

5 7.4.8 Work On Holidays

6 Unit members assigned by the District to work on one of the
7 holidays (pursuant to Section 9.1) shall be paid or given
8 compensating time off for such work (pursuant to Sections 7.4.5
9 and 7.4.6 above), in addition to the regular rate of pay, at one and
10 one-half times the regular rate of pay. (see 9.6)

11 7.4.9 Emergency Assignment

12 In the event of an emergency assignment (pursuant to Article 7,
13 Section 7.1), all Saturday and Sunday work shall be compensated
14 at the overtime rate, unless specified in 7.4.3.

15 7.5 **Definition**

16 7.5.1 Emergency

17 For the purpose of this article, an “emergency” is defined as an
18 event which potentially involves injury to a person or damage to
19 property.
20

1 **ARTICLE 8. COMPENSATION**

2 8.1 **Wages**

3 Unless otherwise noted, unit members shall be paid wages as provided in Appendix
4 “A”, Salary Schedule, effective the first working day of the month after this
5 Agreement is signed by both parties.

6

7 8.1.2 **Bus Driver Stand-By Rate:**

8 The driver's regular rate shall apply to non-driving time during
9 field trips.

10 8.1.2.1 For overnight field trips, drivers shall not be paid for
11 the required eight (8) hours of sleeping time.

12 8.1.2.2 The driver shall be responsible to provide adequate
13 security of their bus, consistent with the directives of
14 the District.

15

16 8.1.3 **Substitute Rate**

17 8.1.2.1 If a unit member is directed to work out of a
18 classification that is at a lower or higher range than
19 his/her own, he/she will be paid on Step #1 of that
20 range or their current hourly salary, which ever is
21 higher, effective from the first day of work.

22 8.1.2.2 If a unit member volunteers to work out of a
23 classification that is in a higher rate than his/her own,
24 he/she will be paid on Step #1 of that range or their
25 own hourly salary, which ever is higher, effective
26 from the first day of work.

27 8.1.2.3 If a unit member volunteers work out of a
28 classification that is in a lower range than his/her own,

1 he/she will be paid at Step #1 of the lower range in
2 which he/she is voluntarily substituting, effective
3 from the first day of work.

4 8.1.4 **Salary Step Advancement**

5 8.1.4.1 A unit member who is promoted to a classification in
6 a higher salary range shall be placed on the step of the
7 new salary range which is next above the step on the
8 previous range. Unit members shall advance one step
9 on the salary schedule of their classification, annually,
10 on July 1 of each school year if they were employed
11 by the District at least six (6) months, in the same
12 classification. If the employment is less than six (6)
13 months, than the next step advancement will happen
14 on the second July 1 after their first day of
15 employment. This also applies to promotions to a
16 higher classification.

17 8.1.4.2 A unit member employed in a position as a preschool
18 teacher shall have range placement and advancement
19 based on the teacher permit as issued by the California
20 Commission on Teacher Credentialing (CTC). Once
21 the higher permit is obtained, the preschool teacher
22 may advance to the corresponding range on the salary
23 schedule up to and including “preschool master
24 teacher”. The unit member must be employed in the
25 preschool site supervisor position to be placed on that
26 range. A unit member obtaining the preschool site
27 supervisor permit from CTC does not automatically
28 advance the unit member to that range on the
29 classified salary schedule.
30

1 8.2 **Insurance Benefits**

2 8.2.1 Who Qualifies

3 Unit members who are normally assigned to work at least twenty
4 (20) hours per week shall be entitled to receive medical, dental and
5 vision coverage under the negotiated plan(s) for unit members and
6 covered dependents.

7 8.2.1.1 Enrollment in the above plans shall be pursuant to
8 procedures established by the carrier.

9 8.2.2 Part Time Employees

10 Notwithstanding the above section 8.2.1, part-time employees
11 who-are regularly assigned to work at least twenty (20) hours per
12 week are eligible to receive a pro-rated monthly District insurance
13 contribution subject to carrier approval. The prorated contribution
14 shall be based on the regularly assigned work hours per day as
15 compared to full time employment (Article 7.1.1). (See 8.2.6) Health
16 Benefit Cap for additional information.

16 8.2.3 Tax Sheltered Annuity

17 A part-time employee eligible to receive a prorated District
18 contribution for the medical insurance plan (pursuant to section
19 8.2.2 above) who declines all District premium contributions shall
20 be eligible for a District contribution of \$125 per month to be
21 applied toward a tax sheltered annuity. The application of the
22 District contribution to a tax-sheltered annuity shall be consistent
23 with policies and regulations of the office of the Siskiyou County
24 Superintendent of Schools. This provision shall also be consistent
25 with procedures established by the health insurance carrier.

26 8.2.4 Premium Costs

27 It is specifically agreed and understood that premium costs for the
28 insurance plans are an integral part of the total compensation
29 package. The maximum District premium contribution for the
30 above stated insurance coverage shall be the established cap. It is
31 agreed and understood that any premium cost for these coverages
32 not covered by this District premium contribution shall be borne by

1 the unit member, in advance through a monthly prorated payroll
2 deduction. The amount of premium payments by the District in
3 future fiscal years shall be subject to meeting and negotiating,
4 pursuant to Article 18., Completion of Meet and Negotiate.
5 It is also agreed and understood that the Board of
6 Directors/Trustees of the insuring agencies may modify benefits
7 and coverage, insurers, claims administration, eligibility
8 requirements and premiums for the specified medical insurance
9 plan without any meeting and negotiating between the parties
10 pursuant to the Educational Employment Relations Act.

11 8.2.5 Open Enrollment

12 Based on the insurance administrator's guidelines, the district shall
13 annually offer an open enrollment period where unit members may
14 opt to make changes to their insurance elections.

15 8.2.6 Health Benefit Cap

16 The classified unit member insurance benefits CAP will be \$8,000
17 for unit members averaging 30 or more hours per week prorated to
18 accrue monthly. Unit members averaging 20 hours up to 30 hours
19 per week shall be prorated.

20 All insurance benefit costs in excess of the Board established CAP,
21 shall be paid through prorated, monthly payroll deductions
22 beginning in the month of the increase.

23 The Superintendent shall forward notifications of insurance benefit
24 premium increases to all unit member bargaining group
25 representatives within 5 days of receipt at the district office.

27 8.2.7 125 Plan

28 Beyond the above modification in the contract, the District will
29 make provisions for the unit members to take part in the Internal
30 Revenue Code (IRC) Section 125 Plan.

1 8.2.8 Unpaid Leave of Absence

2 A unit member on an unpaid leave of absence may participate, at
3 the unit member’s option and at his/her expense, in the above
4 insurance coverages during the period of the leave, subject to the
5 approval of the insurance carriers.

6 8.2.9 Retirees

7 A unit member who retires from the District may continue, at
8 his/her own expense, coverage under the District group health
9 insurance plan, subject to carrier approval. Such premiums shall
10 be paid by the retiree directly to the carrier.

11 8.3 **Uniforms**

12 The District may require unit members to wear a distinctive uniform and items
13 of identification. As determined by the District, the purchase or lease of such
14 uniforms, equipment, identification badges, emblems, and cards required by
15 the District shall be borne by the District.

16 8.4 **Expense Reimbursement**

17 A member of the unit who has received the prior authorization of the District
18 shall be reimbursed for the cost of mileage, lodging, and meals incurred while in
19 the performance of duties, subject to the following conditions:

20 8.4.1 Mileage Reimbursement

21 A unit member who is authorized in advance to use his/her
22 personal automobile in the performance of duties, other than mileage
23 to and from home and the primary work site, shall be reimbursed at the
24 current IRS rate. To be eligible for such mileage reimbursement,
25 unit members must follow District approval and claim procedures.
26 Per diem expenses shall be reimbursed in accordance with Board
27 policy.

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8.4.2 Lodging

Unit members who are required to travel away from their regular assigned work site and as a result of work assignment, must lodge away from home, will be reimbursed for actual and necessary expenses as determined by the Board. If the costs exceed the rate approved by the Board, they must have prior approval of the Superintendent or designee.

8.4.3 Meals

Meals will be reimbursed at the Board approved rate. Unit members who are required to travel away from their regular assigned work site and as a result of the work assignment, must have meals away from their District primary work site shall be reimbursed in accordance with Board policy.

8.4.4 Reimbursement Procedure

All Reimbursement claims for mileage, lodging and travel expenses shall be filed monthly on District forms. Receipts are required and shall be attached. No receipts are required for meals.

1 **ARTICLE 9. HOLIDAYS**

2 9.1 **Holidays** The following shall be the holiday schedule for unit members:

3 9.1.1 Independence Day (July 4)

4 9.1.2 Labor Day

5 9.1.3 Veteran’s Day

6 9.1.4 Thanksgiving Day

7 9.1.5 Day after Thanksgiving

8 9.1.6 Christmas Eve Day (December 24)

9 9.1.7 Christmas Day (December 25)

10 9.1.8 New Years Eve Day (December 31)

11 9.1.9 New Year’s Day (January 1)

12 9.1.10 Martin Luther King Jr. Day

13 9.1.11 Lincoln’s Day

14 9.1.12 Washington’s Birthday

15 9.1.13 Spring Holiday (the Monday or Friday that coincides with Easter weekend of
16 spring break)

17 9.1.14 Memorial Day

18 9.1.15 Juneteenth (June 19)

19 9.1.16 Additional Holidays: Any other day appointed by the President or the
Governor of this state pursuant to subdivisions (b) and (c) of Section
37220 of the California Education Code for a public fast, thanksgiving or
holiday.

20

21 9.2 The above holidays shall be observed according to the District calendar.

22 9.3 To be entitled to any of the above paid holidays, a unit member must be in a paid
23 status during any portion of the working day immediately preceding or succeeding the
24 holiday period. Regular classified unit members who are not normally assigned to
25 duty during the school holidays of December 24, 25, 31, and January 1 shall be paid
26 for those holidays provided they were in a paid status during any portion of the
27 working day of their normal assignment immediately preceding or succeeding the
28 holiday period.

1 9.3 Christmas Eve Day will be taken as a holiday in lieu of September 9 Admission Day.

2 9.4 When one of the above holidays falls on a Sunday, the following Monday shall be
3 deemed to be that holiday. When one of the above holidays falls on a Saturday, the
4 preceding Friday shall be deemed to be that holiday.

5 9.5 Unit members assigned by the District to work on one of the above holidays shall be
6 paid or given compensating time off for such work (pursuant to Article 8,
7 Compensation), in addition to the regular rate of pay, at one and one-half times the
8 regular rate of pay. (See 7.4.8)

9 9.6 **Student Attendance Calendar**

10 The District will consult with CSEA before establishing the school calendar for
11 the subsequent school year or making changes in the existing school calendar.

1 **ARTICLE 10. VACATION**

2 10.1 **Rate of Accrual**

3 Paid vacation leave shall accrue for year-round 260 paid day unit members at the
4 following rate:

5 10.1.1 One (1) to five (5) years: 0.038077 hours per each hour paid status
6 (10 days).

7 10.1.2 Six (6) to ten school years District service: 0.057692 hours per each
8 hour paid status (15 workdays per year of full-time service).

9 10.1.3 Eleven (11) or more school years of District service: 0.076923 hours
10 per each hour paid status (20 workdays per year of full-time service).

11 10.1.4 Effective July 1, 2008, all unit members employed prior to Unification
12 will move to the vacation accrual rate, per Article 10.1.

13 10.2 **Separation from Service**

14 Upon separation from service, a unit member shall be entitled to lump sum
15 compensation for all earned and unused vacation, except that unit members who
16 have not completed the probationary period of District employment in regular
17 status shall not be entitled to such compensation.

18 10.3 **Holiday**

19 A holiday falling within a vacation period shall not constitute a vacation day.

20 10.4 **Use of Leave/Carry Over**

21 The following provisions apply to unit members assigned to work 12 months per
22 year:

23 Accrued vacation may be taken at anytime during the school year, July 1 – June
24 30 upon the approval of the unit member’s supervisor. If the unit member is not
25 permitted to take the full-accrued vacation, the amount not taken shall
26 accumulate for use in the next year or be paid for in cash, at the option of the
27 District. However, the unit member may elect to accumulate, for use in the next
28 year, up to five (5) days of such unused vacation.

29

1 10.4.1 Unit members assigned to work the regular pupil attendance year will
2 not be permitted to take vacation.
3

4 **10.5 Vacation Pay**

5 Compensation for unit members who are not year-round 260 paid day
6 employees shall be calculated and included as part of the employee’s total
7 annual salary in the District’s financial system at the rates of 3.953% for
8 one (1) to five (5) years, 6.102% for six (6) to ten school years and 8.284%
9 for eleven or more school years District service.

10 10.5.1 The following provisions apply to unit members paid by a time sheet:
11 Unit members will be paid for vacation earned at the end of the fiscal year.
12 Holiday compensation shall be paid based on time sheet submission.

13 **10.6 Interruption of Vacation Leave**

14 A unit member shall be permitted to interrupt vacation leave due to
15 circumstances beyond his/her control as approved by the Superintendent to take
16 either bereavement leave or sick leave of no less than three (3) consecutive work
17 days for which hospitalization or medical care was required. Unit members must
18 follow all District procedures and requirements for requesting such vacation
19 rescheduling.
20
21
22

1 **ARTICLE 11. LEAVE POLICIES**

2 11.1 **Definition**

3 “Immediate Family” as used in this Agreement is defined as the spouse,
4 registered domestic partner, child, son-in-law, daughter-in-law, sibling, mother,
5 father, grandmother, grandfather, or grandchild of the employee or spouse or any
6 relative living in the immediate house hold of the employee. Child is defined as
7 biological, adopted or foster child, stepchild, legal ward, or a child to whom the
8 unit member stands in loco parentis. This definition of a child is applicable
9 regardless of age or dependency status. Immediate family also includes a
10 biological, adoptive, or foster parent, stepparent, or legal guardian of a unit
11 member or a unit member’s spouse or registered domestic partner or a person
12 who stood in loco parentis when the unit member was a minor child.
13 Verification may be required.

14 11.2 **Bereavement Leave**

15 11.2.1 Unit members shall be entitled to a maximum of five (5) days
16 leave of absence without loss of salary for the death of any member of
17 unit member’s immediate family.

18 11.3 **Jury Duty**

19 11.3.1 A unit member is entitled to leave for the period he/she is required to
20 appear for trial jury duty. A unit member shall receive his/her regular
21 pay, less any amount received for trial jury fees, exclusive of allowed
22 mileage, parking, or meal expenses reimbursement.

23 11.3.2 Immediate notification shall be given to the immediate supervisor
24 upon receipt of the notice and the District absence reporting form
25 shall be completed by the unit member upon return to work. Proof of
26 service must be attached to the absence report upon return to work.

27 11.3.3 In the event that a unit member is excused from jury duty prior to the
28 last half of the unit member’s workday, he/she shall return to work.

1 11.3.4 Any unit member whose shift commences at 2:00 p.m. or after and
2 who is required to serve on a jury beyond 12:00 noon during any such
3 workday shall be relieved from work with pay.

4 11.4 **Military Leave**

5 11.4.1 Unit members covered by this Agreement are entitled to appropriate
6 military leave of absence provided by applicable law.

7 11.5 **Sick Leave**

8 11.5.1 Paid sick leave utilization shall be for absences which are necessary
9 and caused by illness, injury, pregnancy/childbirth, quarantine, or
10 otherwise allowed by law.

11 11.5.2 Sick leave shall be earned, for salary compensation purposes, at the
12 rate of one (1) day for each calendar month of continuous full-time
13 service, with an annual maximum of twelve (12) days for twelve (12)
14 month unit members. A part-time unit member shall be entitled to
15 sick leave on a pro-rated basis.

16 11.5.3 Accrual, Employed Less Than Five Days a Week

17 Unit members employed for less than five (5) days a week and/or less
18 than a full fiscal year are entitled to sick leave as follows:

19 11.5.2.1 A member of the unit employed five (5) days a week
20 who is employed for less than a full fiscal year is
21 entitled to that proportion of twelve days leave of
22 absence for illness or injury as the number of months
23 he/she is employed bears to twelve (12).

24 11.5.2.2 A member of the unit employed less than five (5)
25 days a week shall be entitled for a fiscal year of
26 service to that proportion of twelve (12) days leave of
27 absence for illness or injury as the number of days
28 he/she is employed per week bears to five (5). When
29 such persons are employed for less than a full fiscal

1 year of service, this and the preceding paragraph shall
2 determine that proportion of leave of absence for
3 illness or injury to which they are entitled.

4 11.5.4 Sick Leave Transfer

5 The District will, upon the request of the unit member, transfer
6 accumulated sick leave of a new unit member from the District of
7 previous employment. A unit member may request the transfer of
8 accumulated sick leave from the District of previous employment.
9 This must be done within thirty (30) days of hire.

10 11.5.5 Accumulation

11 11.5.4.1 At the beginning of each fiscal year, sick leave granted
12 under this section shall be credited to each unit member.
13 Such leave may be taken at any time within the unit
14 member's assigned work year.

15 11.5.4.2 Unit members may accumulate unused sick leave without
16 limitation. Unused sick leave is not paid upon separation
17 from service.

18 11.5.6 Doctor's Verification

19 The District may require, as a condition of payment of sick leave, a
20 doctor's verification following:

- 21 11.5.4.1 absence of more than three consecutive work days; or
22 11.5.4.2 if there is a pattern of absences.

23 11.5.6 Notify Supervisor

24 Unit members shall notify their immediate supervisor or designee in
25 advance of taking sick leave and in advance of returning to work after
26 sick leave, pursuant to District policies.

27 11.5.7 Extended Illness

28 A unit member becoming aware of the need for absences due to
29 surgery, pregnancy/childbirth shall submit a statement from his/her

1 physician as far in advance of the initial disability date as possible.
2 The physician’s statement shall include the anticipated beginning date
3 of disability, the cause of the disability, and the anticipated date of
4 return to active service.

5 11.5.8 Doctor’s Release

6 Unit members returning to work from sick leave after surgery or
7 serious illness, upon the request of the District, must provide a
8 medical doctor’s release certifying medical permission to return to
9 work listing any work related restrictions, the duration of the
10 restrictions and the medical basis for such restrictions, prior to
11 returning to work. Upon being released to return to work, a unit
12 member may be required to have a fit for duty exam before returning
13 to work.

14 11.5.9 Deficit Use of Sick Leave

15 In cases where a regular unit member resigns or otherwise leaves the
16 service of the District after having used more sick leave days than
17 may have been earned for the current year, plus any prior year
18 accumulations, a deduction shall be made from the final warrant of
19 the salary or wages which may be due for each day of sick leave used
20 and not earned. If there is not enough money in the final payroll
21 warrant, then the unit member is required to pay the money due
22 within five (5) days.

23 11.5.10 Maternity Leave/Child Birth or Adoption Leave

24 Unit members are entitled to use sick leave for pregnancy,
25 miscarriage, childbirth and recovery therefrom, on the same terms and
26 conditions governing leaves of absence for other illness or medical
27 disabilities pursuant to BP/AR 4261.8 (FMLA) and CFRA guidelines.
28 The length of leave of absence, including the date on which the leave
29 commences, and the date on which the unit member shall resume
30 duties, shall be determined by the unit member and the physician.

1 11.5.11 Differential Pay

2 When a unit member is absent from duties on account of illness or
3 accident for a period of five (5) months or less, the amount deducted
4 from the salary due the unit member for the month in which the
5 absence occurs shall not exceed the sum actually paid any substitute
6 employed to fill the position during the absence. Notwithstanding the
7 foregoing provision, in the event that no substitute is employed during
8 such absence, the unit member shall be paid his/her regular salary.

9 11.6 **Catastrophic Sick Leave**

10 Unit members who suffer a catastrophic injury/illness, which results in the
11 bargaining unit member using all available paid leaves, shall become eligible to
12 use this catastrophic sick leave plan, subject to the restrictions and conditions in
13 these rules:

14 11.6.1 Catastrophic illness or injury is that which is expected to incapacitate
15 the unit member or a family member for an extended period of time,
16 and taking time off work created a financial hardship for the unit
17 member because he/she has exhausted all sick leave and other paid
18 time off. For purposes of Catastrophic Illness/Injury, a member of the
19 unit member’s family will be limited to spouse, children, mother,
20 father, or an individual over which the unit member has legal
21 guardianship.

22 11.6.2 The unit member who is, or whose family member is, suffering from
23 a catastrophic illness or injury must submit a request in writing on
24 forms provided for donated Catastrophic Leave. The committee must
25 determine that the unit member is unable to work because of the unit
26 member’s personal or family catastrophic illness after adequate proof
27 of illness has been provided in accordance with E.C. 44043.5, to
28 include but not be limited to a doctor’s verification of illness and

1 declaration of compliance with the requirements of this leave.
2 Falsification of leave verification will be grounds for discipline.

3 11.6.3 As soon as practical, the Catastrophic Leave Committee (composed of
4 two (2) CSEA members and the Superintendent) will meet and
5 determine whether or not the unit member's request shall be approved.
6 Approval must be unanimous by Committee members. If the request is
7 denied, CSEA President shall notify the unit member. If the
8 request is approved, the Catastrophic Leave Bank will be reduced hour
9 for hour, as needed, for each day awarded to the requested unit
10 member. In no event, shall the committee approve more than forty-five
11 (45) consecutive work days at a time

12 11.6.4 Donations to the Catastrophic Leave Bank may be made under the
13 following provisions

14 11.6.4.1 Any unit member may donate to the bank. The
15 maximum allowable to be donated is 30% of the unit
16 member's annual allotment.

17 11.6.4.2 In order to donate to the bank, a unit member must have
18 in reserve at least ten (10) sick leave days.

19 11.6.4.3 Donations to the Catastrophic Leave Bank are
20 irrevocable.

21 11.6.4.4 In the event donations are not used, they will be retained
22 in the bank.

23 11.6.4.5 In order to receive a donation, the unit member must
24 have contributed to the bank.

25 11.6.4.6 Unit members must use the Catastrophic Leave Bank
26 Donation form.

1 CSEA agrees that it will not file, on its own behalf or on
2 behalf of any unit member, any grievance, claim or lawsuit of
3 any kind related to any attempt by a unit member to retrieve
4 donated sick leave used by another unit member pursuant to this
5 provision. CSEA also agrees that it will not file, on its own
6 behalf or on behalf of any unit member, any grievance, claim or
7 lawsuit of any kind which attempts to challenge in any way the
8 legality or enforcement of this provision.

9 **11.7 Industrial Accident and Illness Leave**

10 11.7.1 Unit members who have reached permanent status continuous active
11 District service shall be eligible for leave of absence because of
12 industrial accident or illness which the District's industrial accident
13 insurance carrier considers a valid claim. Allowable leaves shall be
14 for not more than sixty (60) service days in any one fiscal year for the
15 same accident and shall commence the first day of absence.

16 11.7.2 Leave of absence under this provision shall not be accumulated from
17 year to year. When the industrial accident or illness leave overlaps
18 into the next fiscal year, the unit member shall be entitled to only the
19 amount of unused leave due his/her for the same illness or injury.

20 11.7.3 Unit members shall be paid such portion of the salary due them for
21 any month in which absence occurs as, when added to the temporary
22 disability indemnity under the California Labor Code, will result in
23 payment to them of not more than their full salaries.

24 11.7.4 Leave of absence applied for under this provision shall be reduced by
25 one (1) day for each day of authorized absence, regardless of a
26 temporary disability indemnity award to the unit member.

27 11.7.5 Industrial illness and accident leave is to be used in lieu of sick leave.
28 When entitlement to industrial illness and accident leave has been
29 exhausted, entitlement to sick leave shall then be used. If a unit

1 member is receiving a temporary disability indemnity, the unit member
2 shall be entitled to utilize only so much of his/her accumulated sick
3 leave and vacation leave which, when added to his/her temporary
4 disability indemnity, will result in a payment to him/her of no more
5 than his/her full salary.

6 11.7.6 The District may require from time to time a written statement from a
7 physician verifying a unit member’s absence under this leave. Upon
8 being released to return to work, a unit member may be required to
9 have a fit for duty exam before returning to work.

10 **11.8 Personal Necessity Leave**

11 11.8.1 Any unit member shall, upon request to the immediate supervisor, be
12 granted up to and including seven (7) days personal necessity leave
13 per any school year. For other than one (1) day’s absence, permission
14 for utilizing this leave must be obtained from the immediate
15 supervisor or designee at least one (1) week in advance.

16 **11.9 Discretionary Days**

17 Up to five (5) days of personal necessity may be used as Discretionary Days or
18 “No Tell Days”, but still must follow the unacceptable usage as described below.

19 11.9.1 Political purposes

20 11.9.2 Employee - CSEA business

21 11.9.3 Other employment

22 11.9.4 Any concerted work stoppage

23 11.9.5 Any illegal activity

24 **11.10 Federal/State Family Care/Medical Leave**

25 CSEA and District recognize the following: (1) enactment of the
26 federal Family and Medical Leave Act (FMLA, 29 U.S. Code Sec. 2601 et seq.)

1 and the California Family Rights Act CFRA (referred to as the Family Care and
2 Medical Leave law – FCML, Government Code 12945.2) in the early 1990’s
3 provided mandatory regulation of several benefits already contained in the
4 Agreement between CSEA and the District.

5
6 To the extent current contractual provisions provide benefits in excess of benefits
7 provided by the federal FMLA and the state CFRA, the contractual provisions
8 remain effective. To the extent current contractual provisions provide benefits
9 less than the minimums mandated by the FMLA and the CFRA, the federal and
10 state laws shall prevail. In combination, the contract, FMLA and CFRA laws
11 provide at least the following:

12
13 11.10.1 Definitions

14 11.10.1.1 “Parent” means a biological or adoptive parent, a stepparent, a
15 legal guardian, or other person who stood in loco parentis to the unit
16 member when the unit member was a child.

17 11.10.1.2 “Child” means a biological, adopted, or foster child, a
18 stepchild, a legal ward, or a child of a unit member standing in loco
19 parentis who is either under 18 years of age or is an adult dependent
20 child who is incapable of self-care because of mental or physical
21 disability.

22 11.10.1.3 “Serious health condition” means illness, injury, impairment,
23 or physical or mental condition of the unit member of a child, parent
24 or spouse of the unit member that involves either (1) inpatient care in
25 a hospital, hospice, or residential health care facility; or (2)
26 continuing treatment or supervision by a health-care provider, or (3)
27 other circumstances beyond the control of the unit member (i.e.: acts
28 of God, fire, flood, earthquake, etc.).

1 11.10.1.4 If both parents of a child who are entitled to Family Care
2 Leave, and both parents are unit members of the District, the District
3 shall not be required to grant leave in connection with the birth,
4 adoption, or foster care of a child that would allow the parents
5 Family Care Leave in excess of a combined total of twelve (12)
6 work weeks.

7 11.10.1.5 Seniority Protection: Family Care Leave does not constitute a
8 break in service for seniority or the District unit member benefit
9 plan.

10 11.10.1.6 Family Care Leave is an unpaid leave of absence. A unit
11 member is required to use appropriate paid leave set forth in this
12 Agreement. When paid leave is exhausted, the balance of the
13 Family Care leave, if any, is unpaid. Any paid or unpaid leave
14 entitled to be taken and taken for a reason that would also entitle the
15 unit member to federal and state Family Care leave shall be
16 designated also as federal/state Family Care Leave shall run
17 concurrent with the unit member's federal/state Family Care Leave
18 entitlement.

19 11.10.2 Eligibility for Leave Under FMLA/CFRA and Catastrophic Leave

20 Unit members are eligible for leave under FMLA/CFRA and
21 Catastrophic Leave upon completion of the probationary period.

22
23 11.10.3 Health insurance coverage shall be maintained by the District for the
24 duration of the leave not to exceed twelve (12) work weeks in a twelve
25 (12) month period.

26 11.10.4 Notification of Family Care and Medical Leave

27 This notification is provided to unit members. This Section is not
28 subject to the article entitled "Grievance." This information is
29 provided for notification purposes only. Unit members may be
30 eligible for unpaid leave under the Family Medical Leave Act and/or

1 the California Family Rights Act. Unit members are requested to
2 consult with a CSEA representative or the District
3 administration for further particulars on this topic.

4 11.10.5 Upon return from Family Care Leave, a unit member is entitled to return to
5 the same position or classification. If the position is no longer available,
6 unit member shall be entitled to an equivalent position with equivalent
7 benefits, pay, and other terms and conditions of employment. The
8 determination of whether a position is equivalent shall be based on
9 established District policies and the Agreement.

10 **11.11 Parental Leave Law**

11 Unit members may be eligible to use up to twelve (12) weeks of differential leave
for purposes of parental leave as allowed by Education Code section 45196.1
subject to applicable legal parameters.

12 **11.12 Fit for Duty**

13 The District retains the right to require a unit member to participate and
14 cooperate in a fit for work evaluation at any time conducted by a medical doctor
15 or other medical care professional selected by the District. The cost of such
16 examination shall be paid by the District.

17 **11.13 Other Leave Without Pay**

18 11.13.1 Unpaid leave may be approved at the discretion of the Board of
19 Trustees for reasons not specified under other leave provisions of this
20 Agreement.

21 11.13.2 Advance approval is required. Requests are to be made on
22 appropriate District form and submitted to the District Office.

23 11.13.3 One full day's pay shall be deducted from the unit member's salary
24 and benefits for each day of leave taken.

25 11.13.4 Leaves of up to ten (10) workdays may be approved by the
26 Superintendent or designee. Requests for leaves of greater than ten
27 (10) working days and up to one school year may be approved by the
28 Board of Trustees upon the recommendation of a Leave Review

1 Committee. This committee shall consist of one District
2 administrator, one member of the Board of Trustees appointed by the
3 Board, and one District classified unit member appointed by
4 CSEA.

5 11.13.5 Leaves shall not be granted to unit members for the purpose of
6 accepting other employment except as mandated by law i.e. emergency
7 response or military commitment. For any leave request which is not
8 approved by the Leave Review Committee or the Board of Trustees,
9 the unit member shall be provided a written statement of the reasons.

10 11.13.6 Requests for leaves of absence for the following school year shall
11 normally be submitted to the District Office prior to April 1.

12 11.13.7 The District shall notify any unit member who is on a paid leave of the
13 expiration of their paid leave, at least five (5) workdays in advance of
14 their last paid leave day, by certified letter or by personal delivery, in
15 order for the unit member to apply for an unpaid leave. The five (5)
16 workdays will commence on the date of delivery of the notice. This
17 applies only to paid leaves authorized in Article 11 of this contract.

18 11.13.8 Seniority will be reduced for all unpaid leave in excess of 90
19 consecutive days.

1 **ARTICLE 12. TRANSFERS AND PROMOTIONS/VACANCIES**

2 12.1 **Definitions**

3 12.1.1 Transfer

4 A move by a permanent unit member from one position or site to a
5 vacant position having the same job title and the same hours/day and
6 the same days/year.

7 12.1.2 Promotion

8 A change to a higher paying job classification or an increase in
9 hours/day or days/year in the same job classification or a move to a
10 job classification of the same compensation level with an increase in
11 hours/day or days/year.

12 12.1.3 Vacancy

13 Any unit position declared vacant by the District or any newly created
14 position approved by the Board.

15 12.2 **Notification**

16 Notice of vacancy shall be posted in the District Office, on bulletin boards at
17 each job site, and sent via email to the unit president and all unit members. The
18 notice shall remain posted until the deadline for filing an application for a transfer
19 or for a promotion has passed, but in no event for less than seven (7) calendar
20 days. The notice shall include the job title, a brief description of the position and
21 duties, training and experience requirements, job location, number of hours/day,
22 number of days/year, the salary range, and the deadline for applying.

23 12.3 **Unit Member Requested Transfer**

24 Unit members may request transfers when vacancies are posted. These requests
25 must be in writing on the appropriate form for consideration for such vacancy.
27

28 12.3.1 Any unit member who wishes to be considered for a vacancy, which
29 might occur during a period when the unit member is absent, must
30

1 submit a letter or send an email to Human Resources prior to the
2 absence indicating such interest. The letter shall 1) state the beginning
3 and ending dates of the absence; 2) be valid only during the dates
4 stated; 3) list the classification of interest; and 4) include in unit
5 member wishes to be notified by e-mail (provide an e-mail address) or
6 US Mail (provide a self-addressed envelope).

- 7 12.3.2 The District determines qualifications for all positions. The District
8 shall consider the following criteria when determining whether or not
9 a unit member qualifies for a transfer:
 - 10 12.3.2.1 The unit member’s seniority in the classified service.
 - 11 12.3.2.2 The employment work history, which includes
12 evaluations of current and past job performance.
 - 13 12.3.2.3 The unit member’s training and experience.
 - 14 12.3.2.4 Written test and oral examination scores.

15 12.3.3 Transfer requests to vacant positions shall be considered prior to
16 outside applicants. Persons on the rehire list shall be offered the
17 available positions before promotional applications are considered to
18 fill the vacancies.

19 12.3.4 A unit member must have had a satisfactory, recently scheduled
20 evaluation and the sending and receiving administrations must agree
21 to the transfer.

22 **12.4 Administrative/Involuntary Transfer**

23 12.4.1 An involuntary transfer may be made at anytime in the best interests
24 of the District and at the discretion of the District, provided such a
25 transfer is not for punitive, arbitrary, or capricious reasons.

26 12.4.2 Any unit member subject to a District initiated transfer shall, upon
27 written request, receive from the District superintendent or designee a
28 written explanation of the reasons for the transfer within ten (10)
29 working days of receipt of the request. At the request of the
30 bargaining unit member, reasons for transfers shall be discussed
31 between the bargaining unit member, CSEA representative and the
32 appropriate supervisor.

1 12.4.3 Involuntary transfers shall not change the bargaining unit member’s
2 salary rate, benefits, accumulated illness leave, and accumulated
3 vacation credit, or in any manner adversely affect the bargaining unit
4 member’s rights as provided in law.

5 12.5 **Promotions**

6 Unit members may request promotions when vacancies exist. These requests must
7 be in writing on the appropriate form for consideration for such vacancy.

11 12.5.1 Any unit member who wishes to be considered for a vacancy, which
12 might occur during a period when the unit member is absent, must
13 submit a letter or send an e-mail to Human Resources prior to the
14 absence indicating such interest. The letter shall 1) state the beginning
15 and ending dates of the absence; 2) be valid only during the dates
16 stated; 3) list the classifications of interest; and 4) include if unit
17 member wishes to be notified by e-mail (provide an e-mail address) or
18 US Mail (provide a self-addressed envelope).

19 12.5.2 The District determines qualifications for all positions. The District
20 shall consider the following criteria when determining whether or not
21 a unit member qualifies for a promotion:

22 12.5.2.1 The unit member’s seniority in the classified service.

23 12.5.2.2 The employment work history, which includes
24 evaluations of current and past job performance.

25 12.5.2.3 The unit member’s training and experience.

26 12.5.2.4 Written test and oral examination scores.

27 12.5.2.5 If all qualifications are equal, unit seniority shall prevail.

1 **ARTICLE 13. PROCEDURE FOR PROCESSING GRIEVANCES**

2 13.1 **Definitions**

3 13.1.1 Grievance

4 A “grievance” is an allegation by the grievant and/or
5 CSEA that he/she has been adversely affected by a misinterpretation,
6 misapplication or a violation of the specific provisions of this
7 Agreement. Matters for which a specific method of review is
8 provided by law or by the rules and regulations of the District are not
9 within the scope of this procedure.

10 13.1.1 Grievant

11 A “grievant” is a unit member covered by the terms of this
12 Agreement.

13 13.1.3 Day

14 A “day” is any day in which the central administrative office is open
15 for business.

16 13.1.4 Immediate Supervisor

17 The “immediate supervisor” is the lowest level administrator having
18 immediate jurisdiction over the grievant who has been designated by
19 the District to adjust grievances.

20 13.1.5 Representation

21 A grievant may at any time present grievances to his/her employer,
22 and have such grievances adjusted through Level III without the
23 intervention of CSEA, as long as the adjustment is not inconsistent
24 with the terms of this Agreement.

25 Any matters or disputes concerning Article 19: Discipline Procedures,
26 shall not be subject to this grievance procedure. Any appeals of
27 disciplinary matters shall be undertaken pursuant to the appeal
28 process specified in Article 19.

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13.2 Informal Level

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

13.3 Formal Level

13.3.1 Level I:

Within ten (10) days after informal conference, if the grievant is not satisfied with the disposition of the informal conference, he/she must present the grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall indicate the contract provision alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

13.3.2 Level II:

If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days, appeal the decision on the District form to the Superintendent or designee.

13.3.2.1 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a statement of the reasons and basis for the appeal, including why the decision at the previous level is not acceptable.

13.3.2.2 The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within

1 the time limits provided, the grievant may appeal to the
2 next level.

3 13.3.2.3 In the event that the Superintendent is the immediate
4 supervisor who processed the grievance at Level I, this
5 level shall be bypassed.

6 13.3.3 Level III: Mediation

7 13.3.3.1 Request for Mediation

8 In the event that the grievant is not satisfied with the
9 decision at Level II, they, within five (5) days, may
10 request in writing that CSEA submit the matter to
11 mediation. Within five (5) days of the request of
12 the grievant, CSEA may notify the Superintendent in
13 writing of a request for the services of a State mediator.
14 The district shall then contact the California State
15 Mediation and Conciliation Service within ten (10) days
16 and request that a mediator be provided.

17 13.3.3.2 Mediation

18 At the onset of mediation sessions, the mediator shall be
19 presented with positions of both parties and shall attempt
20 to mediate the disagreement.

21 13.3.3.3 Mutual Agreement

22 The parties shall attempt to reach agreement through
23 mediation within fifteen (15) days. If mutual agreement
24 by the parties is reached, that agreement shall be reduced
25 to writing and signed as final and binding.

26 13.3.3.4 Fees and Expenses

27 Any fees or expenses incurred shall be borne by the party
28 incurring them.

1 13.3.4 Level IV: Arbitration

2 If not satisfied with the decision at Level III, the grievant, within ten
3 (10) days after receipt of the Level III response, may request in writing
4 that CSEA submit the grievance to a grievance arbitration.

5 13.3.4.1 CSEA and the District shall, by mutual
6 agreement, select an arbitrator. If no agreement can be
7 reached within five (5) days of the above request of
8 CSEA, the parties shall request the California State
9 Conciliation Service to supply a list of five (5) names of
10 persons experienced in hearing grievances in public
11 schools. Each party shall alternately strike a name until
12 only one name remains. The order of striking shall be
13 determined by lot.

14 13.3.4.2 In each dispute, the arbitrator shall, as soon as possible,
15 hear evidence and render a decision on the issue(s)
16 submitted. If the parties cannot agree upon a submission
17 agreement, the arbitrator shall determine the issue(s) by
18 discussion with the parties and by referring to the written
19 grievance and the answers thereto at each step. If any
20 question arises regarding the arbitrability grievance, the
21 arbitrator shall make a determination on this issue prior
22 to hearing the merits of grievance unless the arbitrator
23 determines otherwise.

24 13.3.4.3 After the hearing and after both parties have been given
25 an opportunity to make written arguments, the arbitrator
26 shall submit his/her findings and award to both parties.
27 The findings and award of the arbitrator shall be final
28 and binding.

29 13.3.4.4 The arbitrator shall have no power to add to, subtract
30 from, or modify the terms of this agreement, nor shall the

1 arbitrator be empowered to render a decision on issue(s)
2 not before the arbitrator.
3 13.3.4.5 The authority of the arbitrator to award back pay shall be
4 limited to the first of the fiscal year which the grievance
5 was first filed. The arbitrator shall be without power or
6 authority to make any decision which requires the
7 commission of an act prohibited by law.
8 13.3.4.6 The fees and expenses of the arbitrator shall be borne
9 equally by the Employer and CSEA.
10 Concerning transcripts, the cost shall be borne equally by
11 the parties if the transcript is requested by both parties or
12 arbitrator. If the transcript is requested by only one
13 party, that party shall incur the expense. All other
14 expenses shall be borne by the party incurring them.

15 **13.4 General Provisions**

16 13.4.1 A decision rendered at any step in these procedures becomes final
17 unless appealed within the time limits specified.
18 13.4.2 Time limits given in these procedures may be modified by written
19 agreement of the parties involved.
20 13.4.3 If the same complaint or substantially the same complaint is made by
21 more than one unit member against one party, only one unit member
22 on behalf of himself/herself and the other complaints may process the
23 grievance procedure. Names of all aggrieved parties shall appear on
24 all documents related to the processing of the grievance. This
25 provision may be waived by all parties concerned.
26 13.4.4 Any unit member may present grievances in accordance with this
27 Article without intervention of CSEA, so long as the adjustment is
28 not inconsistent with the terms of this Agreement. The District shall
29 not agree to the final resolution of the grievance until CSEA has
30 been given an opportunity to file a response.

1 13.4.5 The grievant shall be present at all stages of the processing of a
2 grievance procedure. The grievant has the right of representation by
3 CSEA at all levels of the grievance procedure.

1 **ARTICLE 14. SAFETY CONDITIONS OF EMPLOYMENT**

2 14.1 It is the responsibility of each unit member to report unsafe conditions to his/her
3 immediate supervisor. Such reports should be in writing.

4 14.2 The District shall prepare and post rules for unit member safety and the prevention
5 of on-the-job accidents. Such rules shall provide regulations and precautions for
6 safety of unit members in the performance of their duties.

7 14.3 CSEA shall designate a unit member who shall serve as liaison to
8 the Superintendent for the purpose of inspecting District safety conditions.

9

1 **ARTICLE 15. SAVINGS PROVISIONS**

2 15.1 If any provisions of this Agreement are held to be contrary to law by a court of
3 competent jurisdiction, such provisions will not be deemed valid and subsisting
4 except to the extent permitted by law, but all other provisions will continue in
5 full force and effect.

6

1 **ARTICLE 16. EFFECT OF AGREEMENT**

2 16.1 It is understood and agreed that the specific provisions contained in this
3 Agreement shall prevail over District practices and procedures to the extent of a
4 conflict and over State laws to the extent permitted by State law and that in the
5 absence of specific provisions in the Agreement, such practices and procedures
6 are discretionary.

7

1 **ARTICLE 17. CONCERTED ACTIVITIES**

2 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-
3 down, blocking of entry and exit, or refusal or failure to fully and faithfully
4 perform job functions and responsibilities, or other interferences with the
5 operations of the District by CSEA or by its officers, agents, or members
6 during the term of this Agreement, including compliance with the request of other
7 labor organizations to engage in such activity.

8 17.2 CSEA recognizes the duty and obligations of its representatives to comply
9 with the provisions of this Agreement and to make every effort toward
10 inducing all unit members to do so. In the event of a strike, work stoppage, slow-
11 down, or other interference with the operations of the District by unit members
12 who are represented by CSEA, CSEA agrees in good faith to take all
13 necessary steps to cause those unit members to cease such action.

14 17.3 It is agreed and understood that any unit member violating this Article may be
15 subject to discipline, up to and including termination by the District.

16 17.4 It is also agreed and understood that in the event this Article is violated, the
17 District shall be entitled to withdraw any rights, privileges, or services provided
18 for in this Agreement or in District policy from any unit member and/or
19 CSEA.
20

1 **ARTICLE 18. COMPLETION OF MEET AND NEGOTIATE**

2 18.1 Each party may re-open negotiations on Article 8 (Compensation)
3 and any other two existing Articles of this Agreement by notifying the
4 other party in writing **no later than March 15**. By mutual agreement both parties
5 may bring items to the negotiations table by notifying the other party in writing.
6

1 **ARTICLE 19. DISCIPLINARY ACTION**

2 19.1 **Definition**

3
4 19.1.1 Disciplinary Action

5 A permanent classified unit member may be subject to disciplinary
6 action by the District for cause upon recommendation by the
7 Superintendent or designee. Disciplinary action includes dismissal,
8 demotion, or suspension without pay for six (6) or more working
9 days. A suspension without pay for five (5) or fewer working days is
10 not subject to the provisions of this policy. The District may suspend
11 a classified unit member without pay for five (5) or fewer days
12 without compliance with the provisions of this policy. The classified
13 unit member shall have the right to be represented at all stages of the
14 disciplinary action.

15 19.2 **Cause**

16 A classified unit member may be subject to disciplinary action for cause. Causes
17 for disciplinary action include, but are not limited to the following:

- 18 a. Incompetence or inefficiency in the performance of the duties of his/her
19 position.
- 20 b. Insubordination, including but not limited to, refusal to do assigned work
21 or refusal to follow directives of the Superintendent or the classified unit
22 member's supervisor.
- 23 c. Falsifying any information supplied to the District, including, but not
24 limited to, information supplied on application forms, employment
25 records, or any other District records.
- 26 d. Failure or inability to perform duties and responsibilities assigned to a
27 classified unit member's position.
- 28 e. Discourteous, offensive, or abusive conduct or language toward other
29 classified unit members, staff, pupils or the public.
- 30 f. Dishonesty.

- 1 g. Drinking alcoholic beverages on the job or reporting to work while under
2 the influence of intoxicating liquor.
- 3 h. Possessing or being under the influence of any drugs or narcotics or any
4 drug or narcotic offense as defined in Education Code Section 44011.
5 Unauthorized use of narcotics; controlled substances, or habit forming
6 drugs; use of any medication or other substance as to cause detrimental
7 effect on the classified unit member's ability to perform the duties and
8 responsibilities of his/her position.
- 9 i. Conviction of any crime involving moral turpitude.
- 10 j. Conviction of a felony.
- 11 k. Conviction or arrest for any sex offense as defined in the Education Code,
12 or conviction of a misdemeanor which is of such a nature as to adversely
13 affect the classified unit member's ability to perform the duties and
14 responsibilities of his/her position. A plea of guilty, or a conviction
15 following a plea of nolo contendere, is deemed to be a conviction within
16 the meaning of this section.
- 17 l. Repeated or unexcused absence or tardiness or absence or repeated
18 tardiness without authority or sufficient reason.
- 19 m. Abuse of illness, personal necessity, or discretionary leave privileges.
- 20 n. Offering of anything of value or offering any service in exchange for
21 special treatment in connection with the classified unit member's job or
22 employment or the accepting of anything of value or any service in
23 exchange for granting special treatment or another classified unit member
24 or to any member of the public.
- 25 o. Conduct which adversely affects the classified unit member's ability to
26 perform the duties and responsibilities of his/her position.
- 27 p. Violation of the Education Code, Board policy or rules of the District.
- 28 q. Unauthorized use or possession of District equipment for personal
29 purposes.
- 30 r. Violation of the District's sexual harassment policy or the commission of
31 any act of sexual harassment.

- s. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the classified unit member's job description or otherwise necessary for the classified unit member to perform the duties of this position.
- t. Consistent with applicable law, physical or mental disability which disability precludes the classified unit member from the proper performance of his/her duties and responsibilities, as determined by competent medical authority.
- u. For classified unit members who drive a vehicle in the regular course of their employment: failure to satisfy the insurability requirement of the District's insurance carrier under the District's regular insurance policies, or the District's ability to obtain insurance for the classified unit member under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- v. Abandonment of position.
- w. Revealing confidential information, including, but not limited to, personnel and student records.
- x. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or any staff member while acting in the capacity of a District classified unit member.
- y. Unlawful retaliation against any other District officer or classified unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

19.3 **Abandonment**

A unit member shall be deemed to have abandoned his/her position if the unit members fails to show up for work and perform his/her duties for three (3) consecutive work days or has not notified his/her immediate supervisor of his/her

1 absence for the same three (3) consecutive work days (no call, no show). If it is
2 determined that a unit member has abandoned his/her position then that employee shall
3 be deemed to have resigned from his/her employment with the district.

4 **19.4 Prior to Employee Becoming Permanent**

5 No personnel action shall be taken for any cause which arose prior to the unit
6 member's becoming permanent, nor for any cause which arose more than two (2)
7 years preceding the date of the filing of the notice of cause unless such as
8 concealed or not disclosed by such unit member when it could be reasonably
9 assumed that the unit member should have disclosed the facts to the District.

10 **19.5 Who May Initiate a Personnel Action**

11 The superintendent or designee may initiate a personnel action as defined herein
12 against a permanent classified unit member.

13 **19.6 Written Recommendation of Personnel Action**

14 19.6.1 In all such cases involving a personnel action, the person initiating
15 said action shall file a written recommendation of personnel action,
16 approved as to form by the District's legal counsel, with the secretary
17 of the Board of Trustees. A copy of the recommendation shall be
18 served upon the unit member either personally or by registered or
19 certified mail, return receipt requested, at the unit member's last
20 known address. The recommendation shall include:

21 19.6.1.1 A statement of the nature of the personnel action
22 (suspension with or without pay, demotion, reduction of
23 pay step in class, or dismissal);

24 19.6.1.2 A statement of the cause therefore as set forth in 19.2
25 above;

26 19.6.1.3 A statement of the specific acts or omissions upon which
27 the causes are based. If a cause stated in 19.2 above is a
28 alleged, the rule, regulations, or law violated shall be set
29 forth in the recommendation;

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19.6.1.4 A statement of the unit member’s right to appeal from the order and of the manner and time within which his/her appeal must be filed; and

19.6.1.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

19.6.2 Except in cases of emergency where the unit member must be removed from the premises immediately, at least five (5) calendar days prior to the effective date of any recommendation of personnel action involving suspension with or without pay for more than five (5) days, demotion, reduction in pay step or class, or dismissal, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of the personnel action, including the causes and reasons for the proposed action, a copy of the materials upon which the proposed action is based, and the right to respond either orally or in writing to the initiating party prior to the issuance of the final recommendation. Any response made by the unit member shall be considered by the initiating party prior to issuing any recommendation or order. In the event of emergency circumstances that requires removal of the unit member from the work sites immediately, such notice and right to respond shall be provided to the unit member at the earliest reasonable time after his/her removal from the premises. In any case where the recommended personnel action is a suspension with or without pay for five (5) workdays or less, the superintendent or designee may order the suspension into effect immediately on an interim basis, but shall either during the suspension or within five (5) workdays thereafter give the unit member written notice of the action including the causes and reasons therefore, a copy of the charges and any materials upon which the action is based, and a right to respond either orally or in writing to the person who ordered the suspension into effect.

1 19.7 Request for Hearing

2 19.7.1 The unit member may, within five (5) calendar days after receiving the
3 recommendation of the personnel action described in 19.6 above,
4 request a hearing with the Board of Trustees by signing and filing the
5 card or paper included with the recommendation. Any other written
6 document signed and appropriately filed within the specified time
7 limit by the unit member shall constitute a sufficient request for
hearing.

8 19.7.2 A request for hearing may be mailed to the office of the superintendent
9 but must be received or postmarked no later than the time limit stated
10 herein. If the unit member against whom a recommendation of
11 personnel action has been filed fails to file a request for hearing within
12 the time specified in these rules, the unit member shall be deemed to
13 have waived his/her right to a hearing, and if the person making the
14 recommendation has not already ordered the personnel action into
15 effect on an interim basis, the person making the recommendation
16 may order the recommended personnel action into effect immediately.
17 A copy of such order shall be served upon the unit member by certified
18 mail, return receipt requested, and a copy shall be delivered to the
19 Board of Trustees for approval or ratification by the Board.

20 19.7.3 At any time before a unit member’s request for hearing is finally
21 submitted to the Board of Trustees for decision, the person making
22 the recommendation may, with the consent of the Board, serve on the
23 unit member and file with the Board an amended or supplemental
24 recommendation of personnel action. If the amended or supplemental
25 recommendation presents new causes or allegations, the unit member
26 shall be afforded a reasonable opportunity to prepare the defense
27 thereto. Any new causes or allegations shall be deemed controverted
28 and any objections to amended or supplemental causes or allegations
29 may be made orally at the hearing and shall be noted in the record.

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19.7.4 Hearing on the Request

The Board shall conduct a hearing on the request at the earliest convenient date, taking into consideration the established schedule of the Board of Trustees and the availability of counsel and witness. The Board shall issue a written decision on the matter within twenty (20) calendar days after the conclusion of the hearing. A copy of the decision shall be provided to the appellant or his/her designated representative. The decision of the Board of Trustees shall be final and binding, subject to established right of judicial review.

19.8 **Termination of New Probationary Classified Employees**

At any time prior to the expiration of the probationary period, the Board of Trustees may, in its sole discretion, dismiss a probationary classified unit member from the employ of the District. A probationary classified unit member shall not be entitled to a hearing or to any statement of reasons for the Board's action. Written notice of Board action shall be provided to the unit member within fifteen (15) calendar days after the Board's action.

1 **ARTICLE 20. LAYOFF AND RE-EMPLOYMENT**

2 20.1 **Definitions**

3 20.1.1 Layoff

4 Layoff includes any reduction in hours of employment or assignment
5 to a classification or grade lower than that in which the unit member
6 has permanence, voluntarily consented to by the unit member
7 (pursuant to these provisions), in order to avoid interruption of
8 employment by layoff.

9 20.1.2 Classification

10 Classification means a particular employment position as listed in
11 Appendix B.

12 20.1.3 Length of Service

13 For the purposes of this article, seniority i.e. “length of service” shall
14 be based on the date of hire i.e. first day of work within the
15 classification, including time served in a higher classification and in
16 equal classifications excluding any periods of unpaid leave in excess
17 of ninety (90) consecutive work days and service performed prior to
18 entering into a probationary or permanent status. Therefore, a unit
19 member who works or has worked in two or more classifications may
20 achieve seniority in each separate classification. Seniority in separate
21 classifications shall not be combined for the purposes of layoff.

1 20.2 **Layoff Procedures**

2 20.2.1 In the event of such layoff, the order of layoff within the
3 classification shall be determined by length of service. The unit
4 member who has been employed the shortest time in the
5 classification, plus higher classifications, shall be laid off first.

6 20.2.2 In the case of two (2) or more unit members having identical
7 seniority, the seniority shall be determined by lot.

8 20.2.3 For the purpose of this provision only, the term “classification”
9 and “higher classification” shall refer to those classifications
10 listed in Appendix “B” (classification).

11 20.2.4 Prior to any layoff, the District shall post a seniority list of
12 affected unit members. The District shall also provide
13 CSEA with a copy of the seniority list.

14 20.3 **Options of Unit Members Notified of Layoff**

15 The District shall notify a unit member whose position has been eliminated that
16 he/she must elect one of the following within five (5) working days of receipt of
17 notice. Except for options (g) and (h), the following options are listed in priority
18 order, and the unit member must select the first applicable option. The unit
19 member has the right to select options (g) and (h), regardless of the availability of
20 other options listed.

- 21 (a) Select a vacant position in the same classification which is equal in
22 pay and in number of hours of employment.

1 (b) Displace a less senior unit member from a remaining position in the
2 same classification which is equal in pay and number of hours of
3 employment.

4 (c) Select in another classification a vacant position in which the unit
5 member has previously completed the probationary period, which has
6 an equal number of hours of employment and for which the unit
7 member possesses the required licenses or certificates.

8 (d) Displace less senior unit member in another classification from a
9 remaining position in which the unit member has previously
10 completed the probationary period, which has an equal number of
11 hours of employment and for which the unit member possesses the
12 required licenses or certificates.

13 (e) Select options (a) through (b), which have a lower rate of pay.

14 (f) Select options (a) through (d) which have fewer number of hours of
15 employment.

16 (g) Elect to be laid off.

17 (h) Elect a service retirement.⁸

18 **20.4 Notice of Layoff**

19 20.4.1 When as a result of the expiration of a specially-funded program, unit
20 members' positions must be eliminated at the end of any school year, and unit
21 members will be subject to layoff for lack of funds, the unit members to be laid off
22 at the end of such school year shall be given written notice no later than March 15
23 and before a classified employee is given notice by the governing board of a

1 school district that the employee's services will not be required for the ensuing
2 year due to lack of work or lack of funds, the governing board of the school
3 district and the employee shall be given written notice by the superintendent of
4 the school district or the superintendent's designee, or, in the case of a school
5 district that has no superintendent, by the clerk or secretary of the governing
6 board of the school district, that it has been recommended that the notice be given
7 to the employee, stating the reasons that the employee's services will not be
8 required for the ensuing year, and informing the employee of the employee's
9 displacement rights, if any, and reemployment rights.

10 20.4.2 Until the classified employee has requested a hearing or has waived
11 their right to a hearing, the notice and the reasons for the notice shall be
12 confidential and shall not be divulged by any person, except as may be necessary
13 in the performance of duties. However, a violation of this requirement of
14 confidentiality, in and of itself, shall not in any manner be construed as affecting
15 the validity of a hearing conducted pursuant to this section.

16 20.4.3 A classified employee may request a hearing to determine if there is cause
17 for not reemploying the employee for the ensuing year. A request for a hearing
18 shall be in writing and shall be delivered to the person who sent the notice, on or
19 before a date specified in subdivision (a), which shall not be less than seven days
20 after the date on which the notice is served upon the employee. If an employee
21 fails to request a hearing on or before the date specified, the employee's failure to
22 do so shall constitute a waiver of the employee's right to a hearing.

23 20.4.4 If a permanent classified employee is not given the notices and a right to a
24 hearing as provided for in this section, the employee shall be deemed reemployed
25 for the ensuing school year, except that nothing in this section shall be construed
26 to interfere with the right of a district to release probationary employees who
27 never become permanent without notice or hearing.
28

1 **20.5 Re-employment**

2 20.5.1 Re-employment shall be in the reverse order of layoff. Unit members
3 who are laid off are eligible for re-employment, in their former
4 classification for a period of thirty-nine (39) months. Such unit
5 members shall have the right to apply for positions, in different
6 classifications, within the District during the period of the thirty-nine
7 (39) months. Before offering re-employment, the District may
8 reorganize, restructure, and reassign unit members within their
9 classifications. Notwithstanding the above, it is agreed and
10 understood that the District has the right to discontinue a function or
11 service performed by a particular position within a classification. The
12 District shall not use volunteers or contracted services to fill the void,
13 on a continuous basis during layoff.

14
15 20.5.2 Unit members who take voluntary demotions or voluntary reductions
16 in assigned time in lieu of layoff shall be granted the right to return to
17 the classification/hours held prior to layoffs for a period of sixty-three
18 (63) months, provided the same tests of fitness under which they
19 qualified for the appointment shall still apply.

20
21 20.5.3 Whenever a layoff occurs, pursuant to Article 20 of this contract,
22 subsequent vacancies within a classification affected by the layoff
23 shall be filled first by selection from the currently active unit members
24 within the classification, then from the reemployment list for the
25 classification, and then from currently active unit members outside the
26 classification, then from outside sources.

27
28 20.5.4 When a unit member is placed on the thirty-nine (39) months rehire
29 list, due to an industrial accident or injury, the unit member will be
30 rehired in accordance with Education Code 45192(B).

1 20.5.5 Refusal of two (2) offers of re-employment to the classification from
2 which laid off shall cause removal from the list and the loss of any re-
3 employment rights. However, declining an offer of re-employment of
4 fewer hours of employment held at time of layoff shall not constitute
5 a refusal of employment.

6 20.5.6 Offers of re-employment shall be either personally served or made via
7 U.S. first class mail addressed to the last known address and shall
8 include the specific vacancy and hours being offered, the rate of pay,
9 level of benefits, a current job description, and a mechanism for
10 acceptance or refusal of the offer of re-employment within the
11 prescribed time limit, and a place for the unit member's signature.
12 Failure to so reply within ten (10) working days from service of the
13 Offer of re-employment shall be deemed a refusal of the offer of re-
14 employment. It is the responsibility of each unit member on a re-
15 employment list to file with the District Office a current mailing
16 address.

17 20.5.7 A unit member who is laid off and subsequently hired from a re-
18 -employment list shall have the accrued sick leave balance as of the
19 date of layoff reinstated.

20 20.5.8 In the event of a layoff, the remaining bargaining unit members will
21 not have their workload increased nor will they be forced to work
22 overtime in order to maintain the pre-layoff work output.
23 not have their workload increased nor will they be forced to work
24 overtime in order to maintain the pre-layoff work output.

25 20.5.9 In the event of a layoff, it is understood that the intent of the parties
26 concerned that volunteers shall not be used to displace classified unit
27 members.

1 **ARTICLE 21. TERM**

2 21.1 This Agreement shall remain in full force and effect from July 1, 2023
3 through June 30, 2026. However, if either party wishes to negotiate
4 reopeners in 2024-2025 or 2025-2026, they must provide notice in writing
5 to the other party no later than March 15th of the school year prior to the
6 reopener year.

ARTICLE 22 SIGNATURE

This agreement is entered into by and between the Scott Valley Unified School District (District) and the California School Employees Association and its Scott Valley Chapter #859 (CSEA) and is effective July 1, 2023 through June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6 day of November, 2023


SCOTT VALLEY UNIFIED SCHOOL DISTRICT


Board President


Superintendent


Negotiator

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS
SCOTT VALLEY CHAPTER #859


CSEA Chapter President

Negotiator

 11/6/23
CSEA Labor Relations Representative

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX "A"

2% between anniversary steps

1.02

Classified Salary Schedule
 2023-2024 Salary Schedule
 Effective July 1, 2023

1.020

| Range | Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Anniversary | | | | | | |
|-------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|--------------------|--------------------|--------------------|--------------------|--------------------|--|--|
| | | | | | | | | | | | | Year 13 Step 11 | Year 16 Step 12 | Year 19 Step 13 | Year 22 Step 14 | Year 25 Step 15 | | |
| 1 | Not Currently Used | | | | | | | | | | | | | | | | | |
| 2 | Associate Preschool Teacher Custodian Food Service / Delivery Worker Preschool Assistant Transportation Clerk | 18.33 | 18.70 | 19.07 | 19.45 | 19.84 | 20.24 | 20.64 | 21.06 | 21.48 | 21.91 | 22.35 | 22.79 | 23.25 | 23.71 | 24.19 | | |
| 3 | Career Technician Library Media Tech Paraprofessional Special Ed Paraprofessional Preschool Teacher | 18.62 | 19.00 | 19.38 | 19.76 | 20.16 | 20.56 | 20.97 | 21.39 | 21.82 | 22.26 | 22.70 | 23.16 | 23.62 | 24.09 | 24.58 | | |
| 4 | Cook Preschool Master Teacher One-on-One Paraprofessional | 19.05 | 19.43 | 19.82 | 20.22 | 20.62 | 21.04 | 21.46 | 21.89 | 22.32 | 22.77 | 23.23 | 23.69 | 24.16 | 24.65 | 25.14 | | |
| 5 | Maintenance/Custodian | 19.36 | 19.75 | 20.14 | 20.54 | 20.95 | 21.37 | 21.80 | 22.24 | 22.68 | 23.13 | 23.60 | 24.07 | 24.55 | 25.04 | 25.54 | | |
| 6 | Assistant Mechanic Lead Maintenance / Custodian Preschool Site Coordinator School Secretary | 19.77 | 20.17 | 20.57 | 20.98 | 21.40 | 21.83 | 22.27 | 22.71 | 23.17 | 23.63 | 24.10 | 24.59 | 25.08 | 25.58 | 26.09 | | |
| 7 | Maintenance/Custodian Crew Leader I Mechanic Mechanic/Maintenance/Custodian Paraprofessional Special Circumstance Resource Paraprofessional (LVN for Specialized Health Care) Transportation Crew Leader | 21.89 | 22.33 | 22.77 | 23.23 | 23.69 | 24.17 | 24.65 | 25.14 | 25.65 | 26.16 | 26.68 | 27.21 | 27.76 | 28.31 | 28.88 | | |
| 8 | Bus Driver Maintenance/Custodian Crew Leader II | 23.71 | 24.18 | 24.67 | 25.16 | 25.66 | 26.18 | 26.70 | 27.23 | 27.78 | 28.33 | 28.90 | 29.48 | 30.07 | 30.67 | 31.28 | | |
| 9 | Student Services Specialist | 25.76 | 26.27 | 26.80 | 27.33 | 27.88 | 28.44 | 29.01 | 29.59 | 30.18 | 30.78 | 31.40 | 32.02 | 32.67 | 33.32 | 33.99 | | |
| 10 | Science Enrichment Instructor Technology Specialist | 27.80 | 28.36 | 28.93 | 29.50 | 30.09 | 30.70 | 31.31 | 31.94 | 32.58 | 33.23 | 33.89 | 34.57 | 35.26 | 35.97 | 36.69 | | |

NOTE:

1. The normal work day for a classified staff is 8 hours per day.
2. The Health Insurance CAP is \$12,000 for unit members averaging 30 or more hrs/week. Unit members averaging 20 hours up to 30 hours per week shall be prorated.
3. Anniversary Steps (in the current position) at the beginning of the school year, effective July 1
4. AA/AS degree - annual stipend of \$500
5. BA/BS degree - annual stipend of \$750
6. Masters degree - annual stipend of \$1,000
7. Doctorate degree - annual stipend of \$1,500
8. Skilled Maintenance Worker additional pay calculated at \$8 per labor hour for projects pre-approved by the Superintendent
9. Salary Increase History:
 - a. 18-19 2% increase on schedule, range 1 and 2 start at \$12.00/hour plus 3% one time only
 - b. 19-20 includes salary increases of 4.5% ranges 1-4, 1.5% range 5, 2.6% ranges 6-7 and 1% ranges 8-9
 - c. 20-21 2% increase on schedule
 - d. 21-22 Overall increase equates to 8% package, addresses minimum wage
 - e. 22-23 includes 5% salary increase
 - f. 23-24 includes 10% salary increase
10. In an effort to attract and retain staff, SAFE positions moved to separate salary schedule eff. 7/1/2022

Board Approved: 06/21/2023

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX "B"

2% between anniversary steps

S.A.F.E. Classified Salary Schedule

2023-2024 Salary Schedule

Effective July 1, 2023

2% between all steps

| Range | Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Anniversary | | | | |
|-------|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------------|---------|---------|---------|---------|
| | | | | | | | | | | | | Year 13 | Year 16 | Year 19 | Year 22 | Year 25 |
| 1 | After School Assistant | 23.16 | 23.62 | 24.09 | 24.58 | 25.07 | 25.57 | 26.08 | 26.60 | 27.13 | 27.68 | 28.23 | 28.79 | 29.37 | 29.96 | 30.56 |
| 2 | After School Site Coordinator | 25.76 | 26.27 | 26.80 | 27.33 | 27.88 | 28.44 | 29.01 | 29.59 | 30.18 | 30.78 | 31.40 | 32.02 | 32.67 | 33.32 | 33.99 |

NOTE:

1. The normal work day for a classified staff is 8 hours per day.
2. The Health Insurance CAP is \$12,000 for unit members averaging 30 or more hrs/week. Unit members averaging 20 hours up to 30 hours per week shall be prorated.
3. Anniversary Steps (in the current position) at the beginning of the school year, effective July 1
4. AA/AS degree - annual stipend of \$500
5. BA/BS degree - annual stipend of \$750
6. Masters degree - annual stipend of \$1,000
7. Doctorate degree - annual stipend of \$1,500
8. In an effort to attract and retain staff, S.A.F.E. positions moved to a separate salary schedule effective 7/1/2022
9. Salary Increase History:
 - a. 22-23 includes 5% salary increase
 - a. 23-24 includes 10% salary increase

Board Approved: 06/21/2023

APPENDIX “B”

Classification for Layoff Purposes Only

- Associate Preschool Teacher
- Custodian
- Food Service/Delivery Worker
- Preschool Assistant
- Transportation Clerk
- After School Assistant
- Career Technician
- Library Media Tech
- Paraprofessional
- Special Ed Paraprofessional
- Preschool Teacher
- Cook
- Preschool Master Teacher
- Maintenance/Custodian
- After School Site Coordinator
- Assistant Mechanic
- Bus Driver
- Lead Maintenance/Custodian
- Preschool Site Coordinator
- School Secretary
- Maintenance/Custodian Crew Leader I
- Mechanic
- Mechanic/Maintenance/Custodian
- Paraprofessional Special Circumstance
- Resource Paraprofessional (LVN for Specialized Health Care)
- Transportation Crew Leader
- Maintenance/Custodian Crew Leader II
- Student Services Specialist
- Science Enrichment Instructor
- Technology Specialist