

COLLECTIVE BARGAINING CONTRACT

BETWEEN

SAN JUAN UNIFIED SCHOOL DISTRICT
P.O. Box 477 - 3738 Walnut Avenue
Carmichael, California 95609-0477

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter #127
8217 Auburn Boulevard
Citrus Heights, California 95610

(General Unit)

November 15, 2020 - November 14, 2023

October 11, 2022

COLLECTIVE BARGAINING CONTRACT

November 15, 2020 - November 14, 2023

GENERAL UNIT

SAN JUAN UNIFIED SCHOOL DISTRICT

3738 Walnut Avenue, P.O. Box 477
Carmichael, California 95609-0477

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Zima Creason, Vice President
Pam Costa, Clerk
Saul Hernandez, Member
Paula Villescaz, Member

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Melissa Bassanelli, Deputy Superintendent, Schools and Student Support
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Jennifer Stahlheber, Chief Financial Officer
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Paul Oropallo, Assistant Superintendent, Human Resources
Kristan Schnepf, Assistant Superintendent, Secondary Education and Programs
Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs
Peter Skibitzki, Senior Director, Technology
Daniel Thigpen, Senior Director, Labor Relations

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter #127
8217 Auburn Boulevard
Citrus Heights, California 95610


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SAN JUAN UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #127

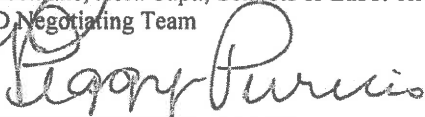
COLLECTIVE BARGAINING CONTRACT
November 15, 2020 through November 14, 2023


SAN JUAN UNIFIED SCHOOL DISTRICT

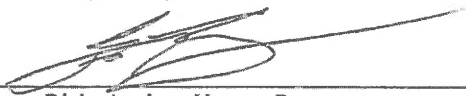

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Board of Education


Kerit Kern, Superintendent of Schools
San Juan Unified School District


Jim Shoemaker, Asst. Supt., Schools & Labor Relations
SJUSD Negotiating Team


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Dawn Wright, Analyst, Human Resources
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Gregg Rich, Analyst, Human Resources
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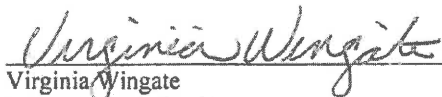

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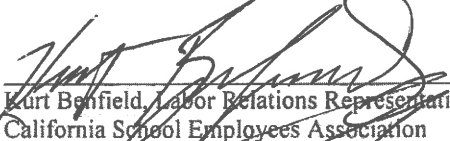

Kurt Benfield, Labor Relations Representative
California School Employees Association

TABLE OF CONTENTS

ARTICLE 1	1
1. RECOGNITION.....	1
1.1. Acknowledgment.....	1
1.2. Term	1
ARTICLE 2	3
2. CHECK OFF AND ORGANIZATIONAL SECURITY	3
2.1 Professional Dues	3
2.2 Payroll Deductions	4
ARTICLE 3	5
3. EMPLOYER/EMPLOYEE RIGHTS	5
3.1 Management Rights and Employer Power	5
3.2 Employee/CSEA Rights	5
3.3. Personnel Files	7
ARTICLE 4	8
4. GRIEVANCE PROCEDURE	8
4.1 Definitions	8
4.2 Time Limits.....	8
4.3 Presentation.....	8
4.4 Representation.....	8
4.5 Grievance Records	9
4.6 Group Grievances.....	9
4.7 Abandonment of the Grievance.....	9
4.8 Procedure	9
4.9 Association Grievance.	12
ARTICLE 5	13
5. HOURS AND OVERTIME	13
5.1 Workweek	13
5.2 Workday.....	13
5.3 Adjustment of Assigned Time.....	15
5.4 Increase in Hours	15
5.5 Salary Adjustment Reassignment	15

5.6 Meal Periods 16

5.7 Rest Periods 16

5.8 Voting Time Off 16

5.9 Overtime 17

5.10 Compensatory Time Off (CTO) 17

5.11 Overtime Distribution..... 17

5.12 Minimum Call-In Time 18

5.13 Right of Refusal 18

5.14 Standby Time..... 18

5.15 Call Back Time 18

5.16 Hours Worked 18

5.17 Extra Hours 18

5.18 On Call..... 19

5.19 Optional Professional Development Hours 19

5.20 Duties Inconsistent with Assigned Position 20

5.21 Collaboration Release Time 20

ARTICLE 6 21

6. SALARY..... 21

6.1 Salaries..... 21

6.2 Other Adjustments 22

6.3 Lost Checks 22

6.4 Payroll Errors 22

6.5 Personal Property Loss- Reimbursement..... 22

6.6 Member Travel..... 23

6.7 Newly Created Jobs 23

6.8 Instructional Assistant (IA) Additional Compensation 24

6.9 Occupational Therapist 25

6.10 Bilingual Services Program 26

ARTICLE 7 27

7. FRINGE BENEFITS 27

7.1 Medical, Dental, and Vision Plans 27

7.2 Premium Payment for Leaves 28

7.3 Physical Examinations 28

7.4 Joint Committee 28

ARTICLE 8	30
8. HOLIDAYS.....	30
8.1 Holidays	30
8.2 Operations of this Article	30
8.3 School Year Calendar	30
ARTICLE 9	31
9. VACATIONS	31
9.1 Eligibility.....	31
9.2 Accumulation	31
9.3 Vacation Pay.....	31
9.4 Vacation Pay Upon Termination	31
9.5 Vacation Postponement	32
9.6 Vacation Carry-Over	32
9.7 Vacation Scheduling	32
9.8 Interruption of Vacation	33
9.9 Vacation Sell Back	33
ARTICLE 10	34
10. LEAVES	34
10.1 Bereavement Leave	34
10.2 Jury Leave	34
10.3 Military Leaves	34
10.4 Sick Leave	35
10.5 Industrial Accident and Illness Leave.....	36
10.6 Medical Transfer	37
10.7 Entitlement to Other Sick Leave	38
10.8 Break in Service	38
10.9 Miscellaneous Leave of Absence	38
10.10 Unpaid Parental Leave	38
10.11 Personal Necessity.....	39
10.12 Critical Illness Leave.....	39
10.13 Terminal Illness	39
10.14 Occupational Study/Retraining Leave	40
10.15 Return from Leaves	40
10.16 Catastrophic Sick Leave Bank	40

10.17	Chapter Release Time	42
ARTICLE 11	.....	44
11.	TRANSFERS.....	44
11.1	Definition of Transfer	44
11.2	Employer-Initiated Job Site Transfers	44
11.3	Regular Employee-Initiated Job Site Transfer.....	44
11.4	Posting Vacancies.....	45
11.5	Promotions.....	46
ARTICLE 12	.....	47
12.	SAFETY	47
12.1	Member Safety.....	47
12.2	Building Site Safety	47
12.3	School/Site Safety Committee	47
12.4	District Safety Committee	48
12.5	Discrimination	48
12.6	Restroom Facilities.....	48
12.7	Safety Equipment.....	48
12.8	CSEA Safety Officer.....	48
12.9	Risk Management	48
ARTICLE 13	.....	49
13.	CONTRACT	49
13.1	Parties to the Contract.....	49
13.2	Distribution of Contract.....	49
13.3	Savings.....	49
ARTICLE 14	.....	50
14.	DEFINITIONS.....	50
14.1	Immediate Family.....	50
14.2	Immediate Supervisor	50
14.3	Standby Time	50
14.4	Workday.....	50
ARTICLE 15	.....	51
15.	LAYOFF	51
15.1	Definitions (Procedure).....	51
15.2	Order of Layoff (Procedure).....	51

15.3	Notification of Layoff (Procedure)	52
15.4	Improper Layoff Rights	52
15.5	Separation Benefits	52
15.6	Re-Employment from Layoff	53
ARTICLE 16		55
16.	RETIREMENT	55
16.1	Retirement - Premium Payment	55
16.2	Early Retirement Incentive	56
ARTICLE 17		57
17.	EVALUATION	57
17.1	Employees in Probationary Status	57
17.2	Regular Employees in Permanent Status	57
17.3	General	57
17.4	Evaluation Forms	58
ARTICLE 18		59
18.	PROFESSIONAL GROWTH	59
18.1	For the 2021-2022 School Year:	59
ARTICLE 19		60
19.	JOINT COMMITTEE	60
ARTICLE 20		61
20.	Budget Transparency	61
ARTICLE 21		62
21.	The Classified School Employee Summer Assistance Program (CSESAP)	62
	APPENDIX A-1 Classified General Unit Salary Schedule 2022-2023	63
	APPENDIX B - Classified Benefits Cost Schedule	71
	APPENDIX C - Classified Formal Grievance Form	72
	APPENDIX D - MOU	
	Investments to Stabilize Classified Staffing and District Operations	73

ARTICLE 1

1. RECOGNITION

1.1. Acknowledgment

1.1.1 The San Juan Unified School District (hereinafter District) acknowledges that the California School Employees Association and its Chapter #127 (hereinafter Association) is the exclusive bargaining representative for all classified employees holding those positions described in Appendix "A-1" attached hereto and incorporated by reference as part of this Agreement. These employees include classified employees who are probationary or permanent employees performing in regular assignments.

Unless otherwise specified, the term "member" as used through this Agreement shall consist of regular employees in the General Unit

1.1.2 Any modifications which may result in expansion or contraction of these positions included in the bargaining unit as described in Appendix "A-1" are subject to the rules of PERB.

1.1.3 Disputed cases shall be submitted to the PERB for resolution.

1.1.4 To the extent that any agreement arrived at through "meet and negotiate" is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

1.2. Term

All parties agree that this Tentative Agreement concludes negotiations for the 2019-2020 school year.

1.2.1. The parties agree that negotiations of salary are concluded for 2020-2021 and 2021-2022. No salary negotiations will be held in 2021-2022, but reopener negotiations will still be held and either party may propose up to two articles in addition to health benefits. For 2022-2023, either party may reopen salary, benefits and two additional articles of their choosing.

1.2.2. No later than the last Board meeting in February of each year of the contract, the California School Employees Association and its Chapter #127, agrees to present its proposals to the Board of Education for a successor contract or for any re-openers. No later than eight weeks after the presentation of the Association's initial proposal, The District shall respond with its initial proposal and thereafter negotiations shall begin within twenty (20) workdays.

1.2.3 This agreement contains the agreement of the parties as to all existing matters. By mutual consent of both parties which shall be set forth in writing, and provisions of this Agreement may be renegotiated at any time. Modifications to this Agreement arising from such negotiations shall become part of this contract.

1.2.4 The parties agree to reopen negotiations on articles each year

1.2.4.1 Article 6 – Salaries

1.2.4.2 Article 7 – Fringe Benefits

1.2.4.3 Each party may also reopen any two (2) other articles

ARTICLE 2

2. CHECK OFF AND ORGANIZATIONAL SECURITY

2.1 Professional Dues

2.1.1 After notification from the Association of the employees who have elected membership, the District shall deduct, in accordance with the Association dues schedule, state and chapter dues, from the wages of all employees who elect to be members of Association. The employer shall, without charge, pay to Association within fifteen (15) days of the deduction, all sums so deducted accompanied by an alphabetical list. The Association shall provide the District with a certified list of those employees who have authorized membership dues deductions from his or her salary. Any unit member who is a member of the Association, or who has applied for union membership, may sign and deliver to the Association a membership form authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year-to-year unless revoked in writing with the Association. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated. The Association does not need to submit a copy of the written authorization to the District before commencing payroll deductions unless a dispute arises about the existence of terms of the authorization.

2.1.2 With respect to all sums deducted by the District pursuant to information provided by the Association for membership dues, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list.

2.1.3 If any member of the Association indicates their intention to revoke their membership status, the District shall immediately refer the member to Association and Association will be responsible for processing these requests. The District will rely on information provided by Association regarding dues payroll deduction.

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

2.1.5 Dues Deduction

The Association has the sole and exclusive right to have employee organization membership dues deducted from employees in the bargaining unit. Dues deductions shall become effective in the month in which the employee is employed. If any member attempts to provide a dues deduction form directly to the District thereby electing membership in Association, the parties agree that the form will be declined and the member referred to the Association for processing.

2.1.6 Hold Harmless and Indemnify

The Association agrees to indemnify and hold the District harmless in any action taken to implement the terms of this agreement, and for any claims by

employees for deductions made in reliance on Association's notification to the District or information that the Association provides to the District regarding employee payroll deductions. The union agrees to pay any damage judgment rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.

2.2 Payroll Deductions

Upon appropriate written authorization from the member, the District shall deduct from the salary of any member and make appropriate remittance for annuities, credit union, or any other plans or programs approved by the Association or District.

ARTICLE 3

3. EMPLOYER/EMPLOYEE RIGHTS

3.1 Management Rights and Employer Power

It is understood and agreed that the District retains all powers and authority to direct and control District operations to the full extent of the law. Included but not limited to those duties and powers are the rights in accordance with applicable laws and District regulations to:

Direct the work of employees, determine the means and services to be provided, establish the educational philosophy and the goals and objectives of the District, school and/or other activity, insure the rights of students, employees, managers, and Board of Education members, determine the number and kinds of personnel required, determine new job classifications except for salary placement, maintain the efficiency of the District operation, build, move or modify the facilities, develop a budget, develop and implement budget procedures, and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, terminate and discipline employees.

Further, the District reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties and responsibilities, including but not limited to, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this Agreement in conformance with the laws of the State of California.

3.2 Employee/CSEA Rights

- A. CSEA and/or its representatives have the right to access, at reasonable times, bargaining unit members and the areas in which bargaining unit members work, provided that such access does not interfere with a bargaining unit member's execution of assigned District duties and also provided that the CSEA representative gives notice to the immediate supervisor that he/she wishes to transact Association business on the job site. Upon arriving at a work site, the representative shall first report to the office of the site/department administrator and state the intended purpose and estimated length of visit. The term "reasonable times" as used herein means a bargaining unit member's meal / rest periods and any times before or after the member's assigned duty time.
- B. CSEA shall have the right to use District buildings and facilities at reasonable times in accordance with the District's use of facilities policy, when the facilities are not otherwise in use; provided that this shall not interfere with the work schedule or interrupt other normal school facility use.

- C. CSEA has the right to use without charge bulletin boards, mailboxes, the school mail system and the e-mail system, provided that all communications be properly identified as CSEA and that a copy of all non-confidential CSEA materials distributed to bargaining unit members be sent to the Classified Human Resources Director. CSEA officers or site representatives shall have access to mailboxes/bulletin boards for distribution of CSEA materials. A portion of one bulletin board in each school/district building where unit members are assigned shall be designated for CSEA use. The CSEA bulletin board shall be placed in a conspicuous location on that site presenting easy access to its members. Upon notification to the District from CSEA, the District Maintenance and Operations Department will be responsible for affixing and/or mounting of the CSEA bulletin boards in the proper location.
- D. E-mail access will be permitted to CSEA provided and conditioned upon CSEA's compliance with Board Policy 0440.1 (Use of Computers, Computer Networks and Internet Services) and Administrative Regulation 0440.1 (Philosophy, Goals, Objectives and Comprehensive Plans) on the Use of District computers, computer Networks and Internet Services, and not in violation of Education Code 7054 (or 7055). In addition, political campaign literature shall not be posted on school bulletin boards or distributed by CSEA or any of its bargaining unit members, nor shall school facilities or equipment be used in any manner for political purposes in violation of Education Code Section 7054 (or 7055).
- E. Upon written request, the District shall respond to reasonable requests by CSEA for information concerning the financial resources of the district, including financial reports and audits, preliminary budget requirements and allocations after Board review or approval, staffing and enrollment information as needed or requested by CSEA.
- F. The CSEA Chapter President or designee shall be provided, via e-mail, with one (1) full copy of Board Agenda, including the minutes from the prior meeting, at the time of their publication.
- G. The District shall provide CSEA with the following lists:
 - 1. A bargaining unit member list on October 1 and May 1 of each year, which shall include the bargaining unit member's name, classification, hours per day, days per year and site.
 - 2. A seniority list for all classifications in the bargaining unit affected by layoff reduction in hours on or about March 1 of each year.

These lists can be provided via electronic transfer or by mailing a hard copy.

3.3. Personnel Files

- (a) Materials in personnel files of members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the member involved, or the designated CSEA representative.
- (b) Such material is not to include ratings, reports, or records which were obtained prior to the employment of the member involved or in connection with a promotional examination.
- (c) Every member shall have the right to inspect such materials upon request, provided that the inspection is made at a time when the member is not actually required to render services to the District.
- (d) Information of a derogatory nature shall not be entered or filed unless and until the member is given notice and an opportunity to review and comment there on. The member shall be given an opportunity during normal work hours and without loss of pay to initial and date the material. A member shall have the right to enter, and have attached to any such derogatory statements, his/her own comments thereon, as per Ed Code 44031(b)(1).
- (e) Upon request from a bargaining unit member or CSEA (on behalf of a member), derogatory materials may be sealed in the personnel file at the discretion of the personnel director and made inaccessible to any District employee provided the materials were entered into a member's personnel file more than two years prior to the request. However, the personnel director may unseal the derogatory materials if the materials may be related to any employee discipline or litigation/claim/charge/complaint against the District. If, in the opinion of the personnel director the materials are related, the District retains the right to use the materials in discipline cases, or to respond to claims/charges/complaints or to defend itself.
- (f) Any person who places written material or drafts written material for placement in a member's file shall sign the material and signify the date on which such material was drafted. Any written material placed in a personnel file shall indicate the date of such placement. A copy of material shall be provided to the member.
- (g) Upon written authorization by the member, a representative of the Association shall be permitted to examine and obtain copies of the materials in such member's file.
- (h) Members' personnel files shall be treated as confidential.

ARTICLE 4

4. GRIEVANCE PROCEDURE

4.1 Definitions

The following definitions control the meaning of the terms used in this procedure.

- 4.1.1 A grievance is a complaint by one or more members that the member(s) has (have) been adversely affected by a violation or misapplication of a specific provision of this agreement arising during the term of this agreement.
- 4.1.2 Grievant" is a bargaining unit member or the Association.
- 4.1.3 "Immediate Supervisor" means the person at the lowest supervisory level outside the bargaining unit who is responsible for directing or evaluating the member(s).
- 4.1.4 "Party" means the grievant, grievant's representative, Association or the District.
- 4.1.5 "Workday" for purposes of establishing time limits for grievance processing under this article, means a day when the administrative offices of the District are open for business.

4.2 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

4.3 Presentation

The grievant shall be allowed to present a grievance (Appendix C) while on duty. No more than five (5) members may participate while on duty, whether grievant's, representatives, or witnesses, unless otherwise approved by the District. The Association's job steward shall be exempt from the five (5) member limitation.

4.4 Representation

- 4.4.1 The grievant may be represented by a representative of the Association at any step of the grievance procedure.
- 4.4.2 If the grievant at the initial presentation of a grievance is represented by the Association and subsequently elects to waive his/her right to Association representation, the grievant shall give twenty-four (24) hours written notice of such change to the person designated to hear the grievance at that step, and to the Association.
- 4.4.3 A member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. Where

a grievance is resolved at any step under this Article and the Association is not a representative of the grievant, such notification of resolution shall be presented to the Association prior to any implementation of the resolution. If the Association does not notify the District of its disagreement of the resolution within ten (10) workdays, it shall be implemented.

4.5 Grievance Records

All records concerning the member's grievance shall be kept in a file separate from the member's personnel file which shall be available for inspection only by the member, the member's designated representative and management.

4.6 Group Grievances

If the grievance involves members with different immediate supervisors, the grievance should be filed at Step II. Copies of the grievance initially filed at Step II shall be given to the immediate supervisors involved in the grievance. If the grievance involves alleged District-wide violation of this Agreement, the grievance may be submitted by the members of the Association at Step IV.

4.7 Abandonment of the Grievance

The grievant or his/her representative's failure to pursue the grievance within the time limits set forth in this grievance procedure unless specifically waived in writing shall be deemed a conclusive abandonment of the grievance.

4.8 Procedure

4.8.1 Step I - Formal

- (a) A grievance initially entered at Step I must be submitted in writing within twenty (20) workdays after the grievant(s) knows, or should have known, of the circumstances which form the basis of the grievance.
- (b) A formal grievance shall be submitted on a form prescribed by the District and approved by the Association. (Form is Appendix C)
- (c) Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (d) Within ten (10) workdays after submission of the grievance, or within ten (10) workdays after a conference is conducted, the immediate supervisor shall give the grievant(s) a written response to the grievance. The supervisor's response will include a statement of the supervisor's position. A copy of the written response to the grievance shall be sent to the Association.

4.8.2 Step II - Director/Administrator

- (a) If the grievant is not satisfied with the decision rendered at Step I, or if the supervisor fails to respond within the time limits provided pursuant to Step I, the grievant or his/her representative may submit the grievance in writing to the appropriate Director/Administrator.

- (b) The written grievance shall be submitted on a form prescribed by the District and approved by the Association.
- (c) The grievance must be submitted within ten (10) workdays following the decision at Step I, or ten (10) workdays following the supervisor's failure to respond within the prescribed time limits.
- (d) Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (e) The Director/Administrator shall respond within ten (10) workdays following submission of the grievance at Step II or, if a Step II conference is conducted, within ten (10) workdays from the conference. A copy of the written response to the grievance shall be sent to the grievant and his/her representative.
- (f) The Director/Administrator shall respond within ten (10) workdays following submission of the grievance at Step II, and that response shall include the Director's/Administrator's view of the facts and his/her conclusion respecting the contention of the grievant on appeal. A copy of the written response to the grievance shall be sent to the Association.

4.8.3 Step III - Mediation

- (a) If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Step II, the grievant may assert their right to grievance mediation. Notice that the grievance is being referred to mediation shall be provided to the Superintendent or designee within ten (10) workdays of the decision at Step II. Should the grievant elect to skip Step III, the grievance will proceed to Step IV.
- (b) The District shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the Grievance. Copies of any written communication with the Service shall be sent to the Association representative and notice of any oral communication shall be given.
- (c) Within ten (10) workdays of the assignment of a mediator, the Mediator, District representative, and Association representative shall agree on a date for a meeting with the mediator for the purpose of resolving the grievance. The meeting shall include the grievant and representatives of the Association and District representative that has the authority to resolve the issue.
- (d) If an agreement is reached in mediation, it shall be reduced to writing and signed by the grievant, the Association and the District representatives present during the mediation process. The agreement shall be non-precedential and shall constitute a settlement of the grievance.
- (e) In the event that the grievant, the Association and the District have not

resolved the grievance with the assistance of the mediator within ten (10) workdays from the first meeting held with the mediator, the Association may terminate Step III, and the grievance may proceed to Step IV. Timelines may be extended by mutual agreement in order to reach resolution.

4.8.4 Step IV – Superintendent

- (a) If the grievant is not satisfied with the decision rendered at Step II, or if the Director/Administrator fails to respond within the time limits provided pursuant to Step II, the grievant or his/her representative may submit the grievance in writing to the Superintendent or his/her designee.
- (b) The written grievance shall be submitted on a form prescribed by the District and approved by the Association.
- (c) The grievance must be submitted within ten (10) workdays following the conclusion of mediation, or ten (10) workdays following the Director's/Administrator's failure to respond within the prescribed time limits.
- (d) The Superintendent or his/her designee shall investigate the grievance as fully as deemed necessary. Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (e) The Superintendent or his/her designee shall respond within ten (10) workdays of submission of the grievance at Step IV or if a Step IV conference is conducted within ten (10) workdays of the conference. That response shall state the Superintendent's view of the facts and his/her conclusion respecting the contention of the grievant on appeal. A copy of the written response to the grievance shall be sent to the grievant and his/her representative.

4.8.5 Step V - Arbitration

- (a) If the grievant is not satisfied with the Superintendent's or his/her designee's response at Step IV, or if the response is not submitted within agreed time limits, the grievant may, within ten (10) workdays of receipt of the Superintendent's decision or his/her failure to respond within agreed time limits, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent or his/her designee within ten (10) workdays after receipt of the request from the grievant, may submit the grievance to arbitration.
- (b) The arbitrator shall have no power to add to, or delete, or amend the terms of this agreement.
- (c) An arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, the following procedure will be used: A representative of the grievant and the Board's representative shall select an arbitrator from the California State Conciliation Services' or The

American Arbitration Association list of five (5) names by eliminating names until one (1) name remains. The first option of elimination shall be determined by lot. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) workdays of receipt of the list by both parties.

- (d) The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding upon the parties to this contract.
- (e) The fees of the arbitrator and related costs shall be borne by the District and the Association equally.

4.9 Association Grievance.

The Association may file a grievance on its own behalf or on behalf of a unit member(s). The Association agrees to provide sufficient information to allow the District to investigate and respond to the grievance. If the alleged violation is not caused by a site-level decision, the grievance may be filed at Step II.

ARTICLE 5

5. HOURS AND OVERTIME

5.1 Workweek

- 5.1.1 The workweek of a member having an average workday of four (4) hours or more shall consist of no more than forty (40) hours over five (5) consecutive workdays.
- (a) With the employee's approval, the District may establish an alternative work week which shall not exceed 80 hours over a two-calendar week period.
 - (b) An "alternative work week" schedule is a fixed work schedule other than standard work hours which include, but are not limited to, four (4) consecutive ten (10) hour days, or nine-hour-per-day, 80 hour-per-two-week schedules.
 - (c) Upon mutual agreement of the employee and the employer, flexible work hours may be established. "Flexible work hours" allows for a change of the work schedule on a day-by-day basis that may not extend the employee's total daily appointment.
- 5.1.2 The workweek of a member having an average workday of less than four (4) hours shall consist of no more than forty (40) hours over a maximum period of six (6) consecutive days.
- 5.1.3 The District may establish a workweek of less than five (5) days or less than forty (40) hours for any of its positions. Should the District establish that an existing position's hours should be reduced, they will meet to negotiate with CSEA prior to implementation.
- 5.1.4 This Article must not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in section 5.9.

5.2 Workday

The District and CSEA agree that providing on-boarding services for new employees to the district is a best practice. In the event that the district is unable to provide on-boarding services, the district agrees to communicate that decision with CSEA within 48 hours of a decision being made.

Workday

The workday shall be a maximum of eight (8) hours [except as identified in Section 5.1.1(a)(b)(c)] and a minimum of four (4) hours except that members in the classifications listed below may be assigned a workday of less than four (4) hours over a maximum of five (5) consecutive days:

Instructional Assistant
Instructional Assistant II

Instructional Assistant III
Instructional Assistant Multi-Severely
Handicapped
Instructional Assistant Ortho/Visually Impaired
Non-Instructional Support Aide
Instructional Assistant – Deaf and Hard of
Hearing
Instructional Assistant - Computer Lab
Bilingual Assistant
Campus Monitor
Campus Representative
Intermediate Clerk Typist
College and Career Technician
Interpreter – Sign Language Interpreter
Clerk (School sites only)
Child Development Assistant – School Age
Child Development Assistant – Infant
Toddler/Preschool
School Site Technology Support Assistant

5.2.1 Shifts

- (a) It is the intent of this section, as far as possible, to allow employees to work the shifts they were hired to work.
- (b) Definition – Second shift shall be defined as positions with regularly scheduled work hours between 3:00 p.m. and 10:59 p.m. Third shift shall be defined as positions with regular work hours between 11:00 p.m. and 6:59 a.m. Any member whose shift occurs 50% or more in the second or third shift defined hours shall be considered working in that shift.
- (c) The District will seek voluntary reassignments before reassigning employees to a different shift. If an insufficient number of employees volunteer, the reassignment will be accomplished in reverse seniority order. Except in emergency situations, employees subject to an involuntary reassignment will be given ten (10) workdays advance written notice. In the event an employee has been reassigned to another shift within the same program and/or department and a day position becomes available within that same program and/or department, he/she shall have the option of returning to the day shift in seniority order within the same program and/or department.
- (d) Employees shall not be involuntarily reassigned to more than one shift change within a fifteen-day workday period.
- (e) Shift changes shall be based on District need, and not for punitive or arbitrary reasons.

5.2.2 Hours

- (a) It is the intent of this section, as far as possible, to allow employees to work the hours they were hired to work.
- (b) The length of the workday shall be designated by the District for each classified position. Each bargaining unit member shall be assigned

regular starting and ending times by the District. Such times shall not be changed without a minimum of 10 workdays prior notice, except in cases of District need and/or a bonafide emergency. A change in an employee's start and end times greater than 30 minutes is subject to negotiations with CSEA.

- (c) When there are two or more employees with the same profile and hours at the same site and in the same department, the District will seek voluntary reassignments before reassigning employees to different hours. If an insufficient number of employees volunteer, the reassignment will be accomplished in reverse seniority order.
- (d) Changes in hours shall be based on District need, and not for punitive or arbitrary reasons.
- (e) Employees shall not be involuntarily reassigned to more than one change in hours within a fifteen-day workday period.

5.3 Adjustment of Assigned Time

Any member who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive work days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

5.4 Increase in Hours

When the regular work hours of a part-time position are increased, the incumbent in the position shall be offered the opportunity to remain in the position and accept the increased hours in the position. If the incumbent refuses to accept the increased hours, he/she shall be transferred to another position offering the same status of his/her present assignment. If through this method a transfer can be affected that is mutually acceptable to another qualified member in the same classification, it shall be accomplished. If the District is unable to affect a mutually acceptable transfer through this method, the member refusing the increase in hours shall be placed on a re-employment list and the position shall be declared vacant.

5.5 Salary Adjustment Reassignment

Members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board for any period of time which exceeds four (4) workdays within a fifteen (15) calendar day period except as authorized herein.

- 5.5.1 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than four (4) workdays provided that his/her salary is adjusted upward for the entire period he/she is directed to work in an assignment requiring a higher rate of pay.

5.5.2 Upon verification by the Classified Human Resources Department, the employee's salary will be adjusted upward for the entire period required to work out of class in an amount equal to the first step of the higher salary range or in an amount which provides an increase of one (1) step above the employee's present salary range, whichever is greater.

5.5.2.1 If the Classified Human Resources Department determines that a member was working in a higher classification not included in the unit his/her salary will be adjusted upwards by ten percent (10%) for the period during which the member has worked out of his/her regular assignment.

5.5.3. Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds four working days within a 15-calendar-day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than four working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

5.6 Meal Periods

Members assigned a regular workday of five (5) or more consecutive hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, and not more than one (1) hour, preferably at the midpoint of the work shift. If, because of work necessity, a member is directed to perform services, including attending meetings during the meal period, it shall be counted as "on duty" and counted as time worked. Members shall perform service during their meal period only when directed by their supervisor. Meal periods may not be waived in order to leave work early.

5.7 Rest Periods

All members shall be granted rest periods which, insofar as practical, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes for four (4) hours worked. The immediate supervisor shall determine when the rest period shall be taken.

5.8 Voting Time Off

If a member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the member is entitled to vote, the District shall arrange to allow a maximum of two (2) hours for such voting by the member, without loss of pay.

5.9 Overtime

5.9.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day or eight (8) hours on any one (1) shift or in excess of forty (40) hours in any calendar week [except as identified in Section 5.1.1(a)(b)(c)]. Additionally, a member regularly assigned a workday of four (4) or more hours per day shall be compensated for the overtime worked at the overtime rate for all work performed on the sixth (6th) or seventh (7th) day following commencement of his/her workweek. Members assigned a workday of less than four (4) hours per day shall be compensated at the overtime rate for all work performed on the seventh (7th) day worked following commencement of his/her workweek.

5.9.2 Members shall be entitled to the paid holidays specified in Article 8 or designated subsequent holiday(s) in lieu of the original holiday provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday. When a member is required to work any of the specified holidays, he/she shall be paid his/her regular pay for the holiday. In addition, he/she shall be paid or given compensatory time off for such work at the rate of one and one-half times his/her regular rate of pay for hours worked on that holiday.

5.10 Compensatory Time Off (CTO)

Compensatory Time is defined to include any time worked in excess of eight (8) hours in any one (1) day or eight (8) hours on any (1) shift or in excess of forty (40) hours in any calendar week [except as identified in Section 5.1.1(a)(b)(c)]. When overtime is authorized to be worked, the member has the choice between compensatory time off or cash compensation.

The member's choice to accumulate CTO in lieu of cash compensation shall be recorded on their overtime timecard, which shall be tracked by the supervisor, the employee and the payroll department. The CTO balance shall appear on the employee's pay stub along with vacation and sick leave balances.

Compensatory time can accumulate to a maximum of 40 hours and shall be granted within the fiscal year without impairing the services rendered by the district. If, due to operational needs, it is found the CTO balance cannot be used within the fiscal year without impairing the services of the District, the member will be paid out their CTO time no later than August 31st of the following fiscal year. CTO use shall not be unreasonably denied. If advance notice is given by the member, lack of a substitute shall never be a reasonable justification for denying CTO use.

5.11 Overtime Distribution

Planned overtime shall be distributed on a rotation basis to eligible members within each work location, within shift, in order of class seniority, unless otherwise specified herein:

5.11.1 Members located on the job site where the overtime is available will be given first preference within their department.

5.11.2 Extended day work assignments.

5.11.3 Emergency overtime.

5.12 Minimum Call-In Time

Members called in to work on a day when the member is not scheduled to work shall receive a minimum of three (3) hours at the appropriate rate of pay.

5.13 Right of Refusal

Immediately upon determining overtime work is required, the supervisor shall so notify affected members. Such notification shall be no later than 90 minutes prior to the end of the member's shift. Any member who does not desire to work overtime shall inform the supervisor. If, after looking at all alternatives available in the urgent nature of overtime work, the supervisor may require the least senior available employee in the needed classification, at the same site/department, to work overtime.

5.14 Standby Time

All standby¹ time shall be considered as hours worked and shall be compensated on a straight time or overtime rate as appropriate to the terms of this Agreement.

5.15 Call Back Time

A member having left his/her job site after completion of the regular shift assignment, and having been called back to work, shall be guaranteed a minimum of three (3) hours work to be compensated on a straight time or overtime basis as appropriate to the terms of this Agreement.

5.16 Hours Worked

For purposes of computing the number of hours worked under this Article, time during which a member is excused from work because of holiday, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked for the member.

5.17 Extra Hours

5.17.1 "Primary position" is defined as the position held by the employee at the time the additional position is applied for or offered pursuant to Article 11.4.2. These additional positions shall be limited to those listed in Article 5.2.

5.17.2 An employee whose primary position alone does not qualify him/her for benefits under Article 7, shall not acquire benefits under that article by virtue of this second position. Employees shall be eligible to receive on a pro rata basis sick leave, vacation, holiday and seniority credit.

5.17.3 For the purposes of layoff only, the employee shall acquire seniority in the second position based on the employee's hire date in the second position. The second position may be terminated at any time at the sole discretion of the District and shall not be subject to the layoff provisions or process.

¹ Standby Time is defined as: Time during a member's scheduled work hours when, because of lack of materials, work-related activities/inactivity, at District direction, a member is required to remain at his/her work site or duty location and unable to engage in individual pursuits

- 5.17.4 Should the primary position and additional position be at different work sites/locations, the employee shall not be paid travel time or mileage.
- 5.17.5 It is understood that the intent of this program is to provide employees the opportunity to earn additional hours, without hampering the District's operations and current flexibility, or incurring increased costs.
- 5.17.6 The secondary position cannot exceed three (3) hours.

5.18 On Call

- 5.18.1 Employees shall be considered to be on-call for purposes of this section, anytime they are not normally scheduled to work and are required to be available for service.
- 5.18.2 A monthly schedule shall be posted listing on-call personnel. Changes in the schedule must be approved by the supervisor.
- 5.18.3 Recess periods (e.g., Winter Break) may be divided among the employees within the department or division, unless there is a volunteer.
- 5.18.4 On-call pay shall be 14% of the regular hourly wage per on-call hour.
- 5.18.5 The scheduling shall be done strictly on a rotational basis. The on-call roster may include all personnel assigned to the department or division.
- 5.18.6 Call-in pay shall be handled in accordance with Section 5.15 and will be in addition to on-call pay.
- 5.18.7 The on-call person(s) shall have the use of a District provided cellular telephone during the period of time he/she is on call for the purpose of notification of a call-in.

5.19 Optional Professional Development Hours

For the 2017-2018 school year, all members who assist certificated personnel in providing direct instruction shall have the option of working additional optional professional development hours at their daily rate of pay, that are outside the school day/calendar year. Members may not use Personal Necessity or Sick time to account for these optional professional development hours. The optional professional development hours must be used for professional development aligned to district/school priorities. These optional 2017-18 professional development hours will be scheduled as follows:

Six hours of optional District sponsored professional development shall be paid at the member's pro rata daily rate of pay. The focus will be on the development and implementation of practices that are responsive to the student needs (e.g., language development, differentiation, numeracy and literacy strategies, equity, and classroom management). The dates for these optional days will be calendared as follows:

Elementary PD Day = Secondary teacher workday
 Secondary PD Day = Elementary teacher workday

PN and Sick Leave may not be used to cover absence on these optional PD days. Compensation is based on attendance.

5.20 Duties Inconsistent with Assigned Position

When an individual believes he/she is performing duties inconsistent with those assigned to the position by the governing board he/she may submit a request for a position review. Upon receipt of the position review request by the Human Resources Department, the district will have ninety (90) calendar days to complete the position review. The parties agree that the district will be provided a forty-five (45) calendar day extension upon written request. In the event that the district determines that the individual position review requires a broader job classification analysis, the parties will refer to Article 6.7.1

5.21 Collaboration Release Time

CSEA members based at a school site shall have thirty (30) minutes of release time monthly for site based instructional classified staff to be able to attend collaboration with their peers to improve communication for improving student learning and achievement. This thirty minutes will be scheduled by the site principal during a member's regular calendared hours on a site's early out Thursday. (Note: General Unit Only)

ARTICLE 6

6. SALARY

6.1 Salaries

Base salaries and the shift differential (Article 6.2.2) shall be increased by a total of 3.55% effective July 1, 2021.

Members newly hired into the district for positions subject to the applicable California minimum wage rate shall be placed at the highest step earning minimum wage so that they will earn their annual incremental step increase the subsequent year of employment (e.g. if steps 1-3 are earning minimum wage, they will be placed on step 3 and will increment to step four in their subsequent year of employment).

For continuing members employed as of July 1, 2021, the district shall provide a one-time off schedule payment equal to 3.5% of each member's base salary as of July 1, 2021. This one-time off schedule payment will be paid no later than 60 days from Board approval. This one-time off schedule payment will not increase a member's base compensation for the 2021-2022 school year.

Additionally, effective July 1, 2021, as a result of minimum wage increases and the resulting compaction in the existing salary schedule the parties have agreed to create a new salary schedule for General and Operations Units. Members moved pursuant to this clause will maintain their current step placement on the new salary range placement. Once the new salary schedules have been created the parties agree to move the following classifications as noted below:

- CDA IT/Pre move from 13 to 19
- IA II from 14 to 19b
- O/VI from 14 to 19b
- BIA (all languages) from 14 to 18
- IAIII from 17 to 22
- IA MSH from 17 to 22
- IA DHH from 14 to 19b
- NSW 1 from 11 to 15b
- NSW 2 from 16 to 20a
- Nutrition Service Cook from 16 to 20a
- Bilingual Translator from 15 to 20

All base salaries and shift differential (Article 6.2.2) for the General and Operations units shall be increased by a total of 10%, effective July 1, 2022.

- The new salary schedule will be reflected in members' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

6.2 Other Adjustments

6.2.1 Longevity Pay

CSEA has an interest in discussing the role longevity plays in retaining qualified and experienced employees. Therefore, the parties agree that Article 6 may be opened during the 2019-2020 bargaining cycle.

6.2.2 Shift Differential

Second Shift (3:00 pm-10:59 pm): Additional 36¢ Per Hour. The Shift Differential Rate shall be adjusted in accordance with any on-going salary increase.

Third Shift (11:00 pm- 6:59 am): Additional 42¢ Per Hour. The Shift Differential Rate shall be adjusted in accordance with any on-going salary increase.

6.2.3 A member who is promoted shall be moved to the step on the new salary range which is not less than a 4.8% percent increase in salary. Shift differential shall be included in an employee's base salary for purposes of calculating the 4.8%.

6.2.4 Add a 3 ½ % professional growth Step for CDA's who get 100 hours of education after 7/1/02.

6.2.4.1 Applicable only to CDA's on step 6 (professional growth step will be 7th step).

6.2.4.2 100 hrs. must be pre-approved by supervisor to be regarded as qualifying for professional growth (in other words, class/units/hours must be pre-approved and pre-approved for professional growth credit).

6.3 Lost Checks

Any paycheck for a member which is not delivered within five (5) days if mailed in the U.S. mail and three (3) days if mailed in the District mail shall be replaced, if possible, within three (3) workdays but in no case later than seven (7) workdays after the member provides written notification to the District's Payroll Department of such circumstances. This replacement check shall be for the net amount of the undelivered check.

6.4 Payroll Errors

Whenever it is determined that an error has been made in calculation or reporting in any member's payroll or in the payment of any member's salary, the District shall, within five (5) workdays following such determination, provide the member with a statement of the correction and a supplemental payment drawn against any available funds

6.5 Personal Property Loss- Reimbursement

The District shall reimburse members for personal effects damaged in the performance of duties, provided such damage occurs as a result of an action of someone other than

the member or of a circumstance for which the school District is responsible. Personal effects shall be defined as those articles pertaining to one's own person which may include but not be limited to eyeglasses, contact lenses, hearing aids, dentures, watches or articles of clothing. The District will replace other damaged or lost personal property provided:

- 6.5.1 The use of the property has been mutually agreed upon by the immediate supervisor and the employee.
- 6.5.2 The property has been registered with the Department Administrator.
- 6.5.3 Reasonable provision has been mutually made for the security of the property.
- 6.5.4 The District will not assume that portion of personal property loss covered by private insurance carriers.
- 6.5.5 The District shall provide employees copies of the form(s) necessary to register personal property under this section.

6.6 Member Travel

- 6.6.1 Members who may be required to use their own auto in performance of their duties and members who are assigned to more than one (1) work site shall be reimbursed at a rate in accordance with the Internal Revenue Service (IRS) mileage reimbursement rate for:
 - (a) Travel between Work Sites
 - (b) Meetings or Activities Assigned by the District
 - (c) Other Work-Related Responsibilities
- 6.6.2 Reimbursement for mileage will be for miles actually driven and must be approved in advance by the member's site/program administrator or designee.
- 6.6.3 One-way mileage to meetings or activities within the District shall not exceed 25 miles.

6.7 Newly Created Jobs

When a new job classification is established by the District, the District will, after giving written notification to the CSEA Labor Representative and its Chapter #127 President, establish a salary range for the new job classification which shall be considered temporary. If no objection to the established salary range thus set is registered in writing with the Director of Human Resources (Classified) by CSEA within ten (10) workdays after the temporary salary range has been set, such salary range shall become

permanent.

- 6.7.1 Established Positions: When the District determines that a job classification needs to be reviewed, the District shall be responsible for making modifications to the job description and shall then notify the Association of the change in the job description. Any request to negotiate wages, hours, or working conditions of the job classification review must be submitted in writing to the other party within ten (10) workdays of such notice of change. The parties agree that the Association is entitled to periodic updates regarding the status of job classification reviews.

6.8 Instructional Assistant (IA) Additional Compensation

The intent of this Article is to compensate specific Instructional Assistants noted in 6.8.1 that are assigned to the District's Special Day Classes designated for students identified with mild/moderate or moderate/severe disabilities when a teacher is absent from the class for an entire day and there is no substitute teacher available to cover the class for an entire day.

- 6.8.1 The following is only applicable to Instructional Assistant IIs (IA II), Instructional Assistant IIIs (IA III), Instructional Assistant Orthopedic Impairment/Visual Impairment (IA OI/VI), and Instructional Assistant – Multi-Severely Handicapped (IA-MSH) assigned to the District's Special Day Classes designated for students identified with mild/moderate or moderate/severe disabilities. When a teacher is absent from the class for an entire day and there is no substitute teacher available to cover the class, the IAs in these classifications who are regularly assigned to that classroom, and remain in that classroom for the full duration of the school day, shall be paid an additional \$12.00 per hour to compensate for additional duties and responsibilities they would be expected to assume as a result of the teacher's absence.
- 6.8.1(a) When a teacher is absent from the class for an entire day, and the substitute teacher is unable to fill the entire assignment, the IAs in these classifications who are regularly assigned to that classroom, and remain in that classroom for the full duration of the school day, shall be paid an additional \$12.00 per hour for the hours without substitute coverage to compensate for additional duties and responsibilities they would be expected to assume as a result of the teacher's absence.
- 6.8.2 When a teacher is absent from the class for an entire day and there is no substitute teacher available to cover the class and the IAs defined in 6.8.1 are administratively reassigned to that classroom for the full duration of the school day, those reassigned employees shall be paid an additional \$12.00 per hour to compensate for additional duties and responsibilities they would be expected to assume as a result of the teacher's absence.

- 6.8.3 This additional hourly rate shall not apply when students in the class without a substitute are reassigned to another classroom with a teacher for the day.
- 6.8.4 It is the responsibility of the Instructional Assistant (IA) to document these hours on a District approved timecard. These timecards must be submitted by the IA and verified and signed by the principal or designated site administrator.

For the 2018-2019 and 2019-2020 school years the parties agree to set aside \$20,000 per year in one-time monies to fund a pilot to reduce the time thresholds in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 to 3 consecutive hours. Once these funds are exhausted each year, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply for the remainder of the year. Data collected by both parties during this pilot shall be reported to the respective bargaining teams no later than March 1, 2020. Note: The COVID-19 pandemic, and subsequent school closures, did not allow for Article 6.8.4 to be fully utilized during the 2019-2020 school years. The parties agree to continue this pilot effective November 2, 2020 – Jan 9, 2021. If, during this time frame the one-time funds are exhausted, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply through June 30, 2022.

6.9 Occupational Therapist

Equity Hours:

- 6.9.1 Beginning with the 2015-2016 school year, Occupational Therapists shall be given a pro-rated share of sixteen (16) hours per work year free of their regular duties for preparing and planning reports, reviewing and adjusting treatments, program therapy, preparing and adjusting the IEPs or therapy, and documenting student progress notes and goals. The equity hours shall be taken in hourly increments (never 8 hours in one block) with notification and prior approval from his/her supervisor.
- 6.9.2 When the member's worksite or other equally suitable space is unavailable during these planning and preparation hours, members may work at an alternate location in order to complete their work. The immediate supervisor must be notified in advance and approve of the work location and the member must be available via phone during the member's regularly scheduled contracted hours.
- 6.9.3 For the 2018-2019 school year the parties agree to form a small workgroup to discuss the Occupational Therapist/student caseload ratio. The District and CSEA agree that each party may appoint up to four (4) members to this team. Any recommendations from this work group shall be made to the respective bargaining teams no later than Feb 1, 2019.

6.10 Bilingual Services Program

During 2017-2019 the district and association implemented a Bilingual Services Pilot that compensated clerical staff, who, in addition to their regular duties were frequently called upon to speak, read and interpret a non-English language, or to converse fluently in a non-English language. The District agrees to make this pilot permanent effective July 1, 2020. The maximum number of participants shall be fifteen (15) qualified employees.

Employees identified for this program will be paid a Bilingual Differential equal to the Second Shift Differential in Article 6.2.2

ARTICLE 7

7. FRINGE BENEFITS

7.1 Medical, Dental, and Vision Plans

The District will provide an IRC Section 125 Flexible Fringe Benefits Plan (Section 125) to all eligible employees. A Section 125 plan will provide reimbursement of certain unreimbursed medical and dependent care expenses and will permit the payment of certain group health premiums on a pretax basis.

- 7.1.1 Employees in regular assignments of twenty (20) hours per week or more are eligible for enrollment in District group health benefits.

Note: Employees in regular assignments of less than twenty (20) hours per week who were hired prior to February 14, 1989, will receive half (50%) of the District contribution for health benefits. Employees hired after February 14, 1989, who work less than twenty hours per week shall not be entitled to District group health benefits.

- (a) District to pay the premium cost of the highest HMO for employee-only coverage.
- (b) The District contribution for dependent medical coverage shall be increased to 75%.
- (c) If an employee provides proof of other medical coverage and does not wish to enroll in a District sponsored medical plan, the employee may elect to receive \$1,552 annually in lieu of medical insurance to be applied to other qualified insurance benefits, or cash, as approved by the District.
- (d) Hearing Aid Benefit

Beginning with the benefits plan period effective January 1, 2016, the district shall provide a hearing aid benefit for employees and dependents. The parties agree that the \$1,000 allowance level will be the maximum plan allowance level as long as that plan option is available by current providers under similar terms as currently offered.

- 7.1.2 Dental The District will contribute the premium amount (employee only) for a Delta Dental (self-insured) PPO plan for each employee.

- (a) If an employee wishes to enroll in the District sponsored Dental HMO plan which provides family coverage, the employee may elect to receive a premium amount not to exceed the Delta Dental (self-insured) PPO premium (employee only) for each employee.
- (b) The yearly dental cap will be \$1,500. The yearly dental cap for dental services provided by a participating PPO dentist will be \$1,600.

7.1.3 If an employee wishes to enroll in the District sponsored buy up vision plan, which permits coverage for eligible dependents, the employee will be responsible for paying the full cost of this coverage for their dependents, as well as any additional premium for their own buy up plan coverage.

7.1.4 Life Insurance The District will contribute the premium amount (employee only) for the District approved \$25,000 life insurance plan.

Effective July 1, 2016, the group life insurance coverage will be increased to \$50,000 (employee only), basic term.

7.2 Premium Payment for Leaves

For purposes of this section, all insurance programs shall include medical, dental, vision, and other premiums provided as member options.

7.2.1 Paid Leave - Premium Payment During the period a member is on a paid leave, the District shall continue payment of all insurance premiums for which the member has authorized coverage.

7.2.2. Unpaid Leave - Premium Payment During the period a member is on an unpaid leave, he/she may pay all insurance premiums directly to the District, and the District shall remit such premiums to the program providers.

7.2.3 Continuation of Dependent Benefits on Death of Employee

If an employee who has selected District payment of all or part of the cost of dependent medical and dental coverage dies before retiring, full dependent coverage for a period of one year shall be continued by the District for all dependent survivors who have been enrolled in District approved fringe benefit programs. If a deceased employee is eligible (both parties are District employees) and enrolled with an in-District coverage rate tier at the time of death, the full dependent coverage for a period of one year shall be continued by the District for all dependent survivors who have been enrolled and associated with (tied to by marriage or domestic partnership) the in-District coverage rate tier for medical and dental coverage. This provision is subject to insurance carrier or benefit provider approval.

7.3 Physical Examinations

7.3.1 Examinations for tuberculosis will be required every four (4) years. Such examinations and release time for such examinations shall be paid for by the District.

7.3.2 The District shall provide for any physical examinations required for the member which is a condition of continued employment without cost to the member. This section shall not apply to pre-employment physical examinations which are a condition of initial employment.

7.4 Joint Committee

The District and the California School Employees Association Chapter #127 are committed to providing cost-effective, quality health care benefits. The California School Employees Association Chapter #127 agrees to participate in a District-wide joint

management and multiple bargaining unit committee established for the purpose of annually reviewing District-wide health, dental, and vision care costs, and recommending cost containment measures. The objectives of this committee are to create competitive advantages in the health care marketplace through large-scale group participation, utilization of effective administrative practices and development of positive collaborative organizational relationships.

ARTICLE 8

8. HOLIDAYS

8.1 Holidays

All members shall be granted the following paid holidays provided the member was in paid status during any portion of his/her regular workday of his/her regular assignment immediately preceding or succeeding the holiday.

Actual holiday dates may be found on the district website in the work year calendar folder

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Local Holiday
Christmas Day
Winter Recess
Winter Recess
Winter Recess
Winter Recess
New Year's Day
Martin Luther King Day
Presidents' Day
Lincoln's Day
Local Holiday

8.1.1 Any other day designated and approved by the Board of Education.

8.2 Operations of this Article

Operation of this Article shall not result in the loss of paid vacation time due to the member.

8.3 School Year Calendar

The District agrees to work with CSEA from the beginning of the development of the school year calendar. The District shall consider CSEA input prior to final adoption of the school calendar by the Board of Education.

ARTICLE 9

9. VACATIONS

9.1 Eligibility

All members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis--July 1 through June 30.

9.2 Accumulation

The chart showing current vacation allowances for members is shown below.

Vacation Accrual Rates (expressed in days per year)			
Work Year Calendar	Years of Service		
	0 – 3 years	4 – 10 years	11 plus years
1 (12 months)	12 days	16 days	20 days
12 (10 months)	10.02 days	13.36 days	16.70 days
13 (9.5 months)	9.75 days	13.00 days	16.25 days
14 (9.5 months)	9.61 days	12.81 days	16.02 days
16 (10.5 months)	10.53 days	14.04 days	17.55 days
17 (9 months)	9.43 days	12.57 days	15.71 days
18 (9 months)	9.47 days	12.63 days	15.79 days
19 (9 months)	9.52 days	12.69 days	15.86 days
20 (9 months)	9.29 days	12.38 days	15.48 days
21 (11 months)	10.99 days	14.65 days	18.31 days
22 (11 months)	11.26 days	15.02 days	18.77 days
38 (9 months)	9.47 days	12.63 days	15.79 days

9.2.1 Years of creditable service need not be continuous.

9.2.2 Vacation leave for less than full-time employees shall be computed proportionately.

9.2.3 Only periods of regular employment or paid leaves of absence shall be included in the calculations of years of service. No unpaid leaves of absence shall be credited.

9.2.4 The District shall provide vacation balances for unit members on members' regular checks within the capabilities of the District computer system.

9.3 Vacation Pay

Pay for vacation days for all members shall be the same as that which the member would have received had he/she been in a working status.

9.4 Vacation Pay Upon Termination

When a member is terminated for any reason, he/she shall be entitled to all vacation pay

earned and accumulated up to and including the effective date of the termination.

9.5 Vacation Postponement

9.5.1 If a member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

9.6 Vacation Carry-Over

9.6.1 Members shall not accrue vacation in excess of that earned during the preceding 24 months.

9.6.2 Members are encouraged to use vacation within the work year that it is earned.

9.6.3 If for any reason an employee is directed, in writing, not to take all or any part of his/her annual vacation, the amount not taken beyond 24 months accrual shall be paid in cash no later than August 31st of the following fiscal year.

9.6.4 Vacation credit shall accrue to the member upon completion of the regular work assignment on the last day of the pay period in which it is earned. Member's immediate supervisors are responsible for approving or disapproving vacation as per subsection 9.7 of this article. Members cannot take more vacation than they will earn in a work year, or have on the books, if carrying vacation over from previous year.

9.6.5 Advancement of vacation will be allowed for members to have a negative vacation accrual balance for the remainder of his/her work year. Payroll will monitor annual vacation usage and if a member does use more than they earn in a work year, or have on the books, a salary deduction will be made in the last full pay period to correct the over usage.

9.7 Vacation Scheduling

9.7.1 It is the District and CSEA's intent for District supervisors to facilitate the members' vacation usage. Subject to operational needs, the time when vacation leave shall be taken by the employee shall not be unreasonable denied. If advance notice is given by the member, lack of a substitute shall never be a reasonable justification for denying vacation use.

9.7.1.1 A member's request for vacation must be submitted in writing to his/her immediate supervisor on the approved vacation request form.

9.7.1.2 A supervisor shall have ten (10) workdays from the submission date of any vacation request to accept or reject it. The request shall be automatically approved if the supervisor has not responded in writing within this ten (10) day time limit.

9.7.1.3 Any vacation request for six (6) or more consecutive workdays shall be

submitted at least one calendar month in advance of the date requested in order to qualify for the provisions of 9.7.1.2.

9.7.2 Members regularly assigned and working less than 12 full months shall first schedule available vacation as follows:

- (a) The one (1) day on the Wednesday immediately preceding Thanksgiving Day (provided it is a non-instructional day).
- (b) The four (4) days during the winter recess not covered by holidays.
- (c) The four (4) days during the spring recess not covered by holidays.

For members with additional vacation time, current provisions of the collective bargaining contract shall apply.

9.7.3 Once scheduled, the right of the member to take vacation as scheduled shall not be denied.

9.8 Interruption of Vacation

A member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service, including bereavement leave and sick leave, provided the member supplies the District notice and supporting information regarding the basis for such interruption or termination of vacation.

9.9 Vacation Sell Back

9.9.1 Each fiscal year, an employee with a minimum balance of 160 hours may sell back one week of earned vacation currently on the books to a maximum of 40 hours provided the employee has used at least two weeks (maximum of 80 hours) of earned vacation during the fiscal year. For the 2020-2021 school year the parties agree that for the process used in determining "used at least two weeks," a denied vacation request may be counted as "used" if the vacation request:

- has been approved and the employee used ten (10) days of vacation, or
- has been denied in writing and a copy of the denied request is attached to the request to sell back vacation hours.

- Known blackout dates as determined by the applicable department will not apply to this section.

9.9.2 For less than 12-month employees who have been employed four (4) or more years: Employees with accrued vacation hours may utilize those vacation hours towards non work/non pay days. This excludes mandatory vacation days as seen in Article 9.7.2

ARTICLE 10

10. LEAVES

10.1 Bereavement Leave

Members who are on paid status shall be granted necessary leave of absence with pay, not to exceed three (3) days, on account of death of any member of his/her immediate family².

Bereavement leave in excess of three (3) days, but not to exceed five (5) days, shall be granted a member when travel beyond a 300-mile radius is necessary in connection with the bereavement.

10.2 Jury Leave

Members who are on paid status shall be entitled to as many days paid leave for jury duty as required to fulfill his/her days under the law. The member shall receive his/her regular salary for the day.

10.3 Military Leaves

10.3.1 Extended Military Leave. Military leaves without pay may be granted by the District to members in permanent employment status for a period of one (1) year. Military leave may be extended or renewed indefinitely, except that such leaves shall not continue more than one (1) year beyond the date such military services become voluntary on the part of the member. Members shall be entitled to receive salary for the first thirty (30) calendar days while engaged in the performance of ordered military service. Employees who voluntarily enlist shall be excluded from this section's 30-day pay provision.

10.3.2 Temporary Military Leave. A member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity as such member, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.

A member who is on temporary military leave of absence and who has been employed by the District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation for the first thirty (30) calendar days of such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. For the purpose of this section, service in the recognized military service shall be counted as District service.

² "Immediate Family" is defined as follows: The following relatives of the member, or the spouse of the member: Mother, father, step-mother, step-father, step-children, grandmother, grandfather, brother, step- brother, sister, step-sister, son, son-in-law, daughter, daughter-in-law, foster parents, foster children and grandchildren, or a brother-in-law or sister-in-law of a member, aunt, uncle; or any relative living in the household of the member.

10.3.3 Pre-Induction Leave. Personnel called by the armed forces for involuntary pre-induction physical examination shall suffer no loss of pay for the period required for such examination.

10.4 Sick Leave

10.4.1 Leave of Absence for Illness or Injury.

- (a) A member employed five (5) days a week by a school District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- (b) Employees are permitted to use sick leave, in an amount up to the sickleave that would be accrued during six months at the employees' then current rate of entitlement, to attend to an illness of a child, parent, spouse or domestic partner of the employee. Medical verification may be required.

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

10.4.3 A member employed less than five (5) days per week shall be entitled for a fiscal year of service to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

10.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the member served during the day of illness.

10.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time within the member's assigned work year. However, a newly employed member shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

10.4.6 Paid Parental Leave. Paid parental leave of absence shall be granted to a member of the bargaining unit in relation to childbearing as follows:

- (a) A member who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job related purposes, a temporary disability and shall be treated as such under sick leave provisions of this contract, provided that: (1) the claim for sick leave is supported with written verification of the physical disability and the length thereof by the attending physician, and (2) the member is not in unpaid leave status at the time of the claim.

- (b) In addition, a member who is not on disability leave under the provision of paragraph (a) above may be granted, upon request, up to two (2) days of paid leave to be taken at the time of the birth of his/her child. These days may be taken at the time of delivery of the child and/or at the time the mother and child leave the hospital. This leave shall not be deducted from sick leave.
- (c) Effective January 1, 2017, eligible members of the bargaining unit shall be granted, upon request, up to twelve work weeks of paid parental leave in accordance with Ed Code 45196.1. Members accessing parental leave under this section shall first utilize all accrued sick leave, including all accumulated sick leave; any additional time within the 12 work weeks not covered by accrued sick leave shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-work week period of parental leave.

- 10.4.7 Accrual of Sick Leave. Unused sick leave shall accumulate from year to year without limit. No credit shall be given for periods while the member is in an unpaid status.
- 10.4.8 Proof of Illness. The District may require proof of illness if there is a pattern of abuse or a viable reason to believe that sick leave was used for purpose other than illness. If an employee has been off work for an extended period of time due to illness or injury, the District may require a medical reason prior to the employee's return to work.
- 10.4.9 Family and Medical Leave. The District shall comply with all mandated provisions of State and Federal law concerning family and medical leave contained in the Family Medical Leave Act, the California Family Rights Act and any other related legislation.

10.5 Industrial Accident and Illness Leave

When an accident or illness has been reported to a supervisor or administrator, it shall be reported on the appropriate form. In addition to any other benefits that a member may be entitled to, under the Workers' Compensation laws of this state, members shall be entitled to the following benefits:

- 10.5.1 A permanent employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) workdays in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. To become eligible for this benefit, a member must have been an employee of the District for one (1) year.
- 10.5.2 Payment for wages lost on any day shall not, when added to an award granted the member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 10.5.3 Industrial accident leave will be reduced by one (1) day for each day of

authorized absence regardless of a compensation award made under Worker's Compensation.

- 10.5.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. In the event vacation is used pursuant to this section Article 9.7.1.3 is waived.
- 10.5.5 Any time a member on industrial accident or illness leave is able to return to work, as verified by an appropriate medical release, he/she shall be reinstated in his/her position, if it exists, or an equivalent one if available.

10.6 Medical Transfer

If after a member has exhausted all available paid leaves, he/she remains medically unable to satisfactorily perform his/her regular job class duties, said member shall be placed on a re-employment list for a period of 39 months.

- 10.6.1 When a permanent, temporary or substitute position in the member's regular job class becomes available and the member has become medically able to perform the duties of the position, the District will fill such position from the re-employment list. His/her re-employment will take preference over all other applicants except for those laid off for lack of work or lack of funds.
- 10.6.2 When a temporary opening/position or a permanent position in a job class other than the member's regular job class becomes available, the District, in filling the position, will grant preferential consideration to members on the re-employment list over all other applicants except those laid off for lack of work or funds, provided that:
 - (a) The member is medically able to perform the duties of the position.
 - (b) The member meets the minimum desirable qualifications for the position as determined by the Human Resources Department and has formally requested consideration in that area of employment.

"Preferential consideration" means that a member will be granted an interview for an available job classification pursuant to this section.

- (c) Placement of a member in a vacant position in accordance with Section 10.6.2 may be made, at the District's option, at any time after the member becomes medically unable to perform the duties of his/her regular job class, but before exhaustion of any other remaining paid leaves the member is entitled to receive.

10.7 Entitlement to Other Sick Leave

Each member shall once a year be credited with a total of 100 days of sick leave, which shall include sick leave provided under Section 10.4.1 of this Article. The additional sick leave provided by this section shall be compensated at the rate of fifty(50%) percent of the member's regular salary and shall be used after the exhaustion of leaves provided in Sections 10.4 and 10.5.

10.7.1 Extended Disability

A member with ten (10) years of permanent and benefited status with the District and having exhausted all other paid sick leave shall, with proper medical verification, be placed on temporary disability payments of \$100 per month for a period of six (6) months, renewable for one additional six (6) month period with proper medical verification. All District-paid insurance shall be continued in full force during the period when this benefit is in effect.

10.8 Break in Service

No absence under any paid leave provisions of this article shall be considered as a break in service for a member who is in paid status and all benefits accruing under the provisions of this Article shall continue to accrue under such absence.

A member on an unpaid leave of absence, while not constituting a break in service, nevertheless is not in paid status for purposes of determining seniority based on hours worked.

10.9 Miscellaneous Leave of Absence

A permanent member may be granted, subject to District approval, unpaid leave for the following reasons, not to exceed the length of time specified:

- (a) Further education - enroll as a student in school of higher learning for one (1) year.
- (b) Member Health - one (1) year.
- (c) Personal – a minimum of a month of time and a maximum amount of time of one (1) year. A member electing to take a leave under "Personal" leave must indicate to the District the specific leave time requested. This leave time, once granted to the member, shall be irrevocable.

Leaves under this section shall not be counted toward retirement or as a part of service to the District for the purpose of "seniority" accrual.

10.10 Unpaid Parental Leave

An unpaid parental leave of absence shall be granted to a permanent member in relation to child rearing as follows: A member shall be entitled, upon request to an unpaid leave to begin at any time between the commencement of the pregnancy and one (1) year after the member's child is born. Said member shall make formal application to the Human Resources Department for unpaid parental leave. This section is in lieu of or in addition to the use of sick leave for physical disability relating to the pregnancy.

10.11 Personal Necessity

A member may use up to eight (8) days per year of sick leave earned under 10.4 of this Article at his/her election in cases of personal necessity, including but not limited to any of the following examples:

- a. Death of a member of his/her immediate family when additional leave is required beyond that provided in 10.1 of this article.
- b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant party of witness under subpoena or any other made with jurisdiction.
- d. Other emergency or personal matter which requires the member to be absent from work during his/her regular work hours and which cannot be accomplished during the member's non-work hours.

Except in the case of an emergency, the employee will give his/her supervisor 48 hours notice regarding such absence. In addition, the member shall make a reasonable effort to avoid scheduling or using such days on Monday or Friday of the work week or the day preceding or subsequent to any scheduled school year recess or holiday period.

In claiming personal necessity, the member is certifying that such leave was not for any of the following:

- (a) Recreation
- (b) Other Employment
- (c) Work Stoppage or Strike
- (d) Any Illegal Activity

10.12 Critical Illness Leave

Three (3) days of critical illness leave per year (non-cumulative) shall be granted each member in the event of critical illness or injury to a member of his/her immediate family³. A physician must provide a statement indicating that the nature of the illness or injury is critical. The word "critical" as used herein is defined as it is used in the medical profession, indicating that there is serious doubt concerning the survival of the patient.

10.13 Terminal Illness

When a member has written verification from a doctor that an illness appears to be terminal, the District shall pay to that member his/her full monthly salary for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar

³ "Immediate Family" is defined under 10.1.

months after the exhaustion of other benefits.

10.14 Occupational Study/Retraining Leave

The District may grant any member who has served the District in a satisfactory manner for a minimum period of three (3) consecutive years, an unpaid leave of absence not to exceed one (1) year for the purpose of permitting study by the member or for the purpose of retraining the member to meet changing work-related conditions within the District.

10.15 Return from Leaves

This section applies to members who have taken paid or unpaid leaves.

10.15.1 Upon returning from a paid leave of absence, the member shall assume the duties of his/her absented position provided that, during the period of absences, there has been no change in the member's capacity to meet the requirements of the position.

10.15.2 For a person returning from a Board granted unpaid leave of 10 or more months, or if the position of a person on paid leave is no longer in existence, the member shall be assigned to a vacant position in his/her class, or if there is no vacant position, he/she shall be treated in the manner as if there were a reduction in force.

10.15.3 A member who returns from a leave of absence and is unable for personal or physical reasons to return to his/her former classification shall be placed on the re-employment list.

10.15.4 A member who fails to notify the Human Resources Department of his/her intent to return to active status within three (3) workdays after the effective date of return to service from the leave may be subject to a charge of job abandonment and subsequent disciplinary action.

10.16 Catastrophic Sick Leave Bank

(This bank combines hours from both the General Unit and Operations Support.)

10.16.1 Purpose and Definition: To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic illness to supplement the extended leave entitlement in 10.7 so that the employee can receive full pay during the extended sick leave period. Donation to the sick leave bank shall not be considered utilization of sick leave for evaluation purposes related to attendance.

Catastrophic illness "or injury" means an illness or injury expected to incapacitate the employee for an extended period fifteen (15) working days or more, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave.

10.16.2 Donations: To donate, an employee must:

- (a) Donate a minimum of one (1) day (of employees regular scheduled hours) of accrued sick leave or vacation.
- (b) Complete the irrevocable donation form during the donation period (during the month of November) and submit it to the Classified Human Resources Department by the last working day in November.
- (c) Not donate sick leave if it results in less than five (5) days of accrued sick leave after donation.
- (d) Not donate vacation days if it results in any unpaid period during the winter and spring recess periods (less than 12-month employees).

10.16.3 Utilization: For an employee to utilize the bank, the employee must:

- (a) Have used all available regular sick leave, vacation, compensatory time off and personal necessity.
- (b) Have made an annual donation of at least one (1) day (employee's regular scheduled hours) unless determined otherwise by the committee.
- (c) Not request the leave for a stress related illness.
- (d) Submit a completed request form to the Classified Human Resources Department.

10.16.4 Miscellaneous Guidelines:

- (a) The Sick Leave Bank Committee consisting of the Human Resources Director – Classified (Chairperson), the CSEA Chapter #127 President, one classified employee selected by CSEA, and one administrator selected by the District shall approve any request. All requests shall remain confidential to the member. It shall require a majority vote of the committee members and all votes shall be confidential.
- (b) The maximum number of days allowed one employee for any approved catastrophic illness shall not extend beyond 125 days sick leave when combined with other available paid leaves (including 10.7).
- (c) A request for additional days following the original request must not exceed the maximum of 125 days in (b) in this section.
- (d) Any approved days unused by the employee shall be returned to the sick leave bank.
- (e) An employee using the bank shall receive the same pay the employee would have earned had the employee worked all day.
- (f) The Sick Leave Bank Committee shall administer the Sick Leave Bank and the hours contained therein and the District shall provide all necessary information to the Committee for these purposes.

- (g) CSEA will be responsible for the solicitation of donations.
- (h) A donation to the bank shall be a general donation and not be donated to a specific employee for his/her exclusive use.
- (i) The bank will have a cap of 7,500 hours. If the bank has 7,500 hours or more, only newly eligible employees need to contribute during that contribution year.
- (j) If the bank falls below the 7,500-hour level, newly eligible and existing employees in the bank must contribute to retain eligibility for that year. Should an existing employee fail to contribute during this time when the bank is below 7,500 hours, the employee shall no longer be eligible to utilize the hours from the bank for that year.

10.17 Chapter Release Time

1. If a CSEA Chapter representative or representatives is/are attending a District scheduled meeting on behalf of District/Chapter business, the Chapter representative(s) shall submit a release time form to their supervisor. Except in instances where the District has requested a meeting requiring the immediate need for CSEA officers or stewards to attend, every effort will be made to submit Release Time Notices/Requests at least five (5) days in advance of the release time/date. The five (5) day notice can be waived in appropriate/emergency circumstances by mutual agreement with the District Human Resources Department.
2. Upon request by CSEA, the District shall grant bargaining unit members to conduct necessary CSEA business. CSEA will reimburse the District for the release time. Release time for classified bargaining unit members may be requested by utilizing the Release Time Request form after receiving permission from CSEA.

10.17.1 Conference Release Time

The District will provide release time without the loss of compensation, for authorized conference delegates who require release time because they are in a paid status during the week of CSEA's Annual Conference. CSEA shall provide the names, including alternates, of the Conference delegates to the District by no later than June 30th each year. If an alternate is sent in place of the regular delegate, CSEA shall inform the District immediately.

10.17.2 Release Time Requiring Reimbursement

- (a) Requests made under Ed Code Section 45210 for release time shall be granted and shall be reimbursed at the full cost of the released employee within 10 days of billing.
- (b) Chapter President or designee released 2 days/week with sub cost reimbursed to District by CSEA.
- (c) Functions that the parties mutually agree provide District or mutual benefit (i.e., joint committees) would be District paid release time (no overtime).

- (d) Any release time requests not covered herein are actual requests and require District agreement whether to release employee (no approval under this provision constitutes past practice).

The parties agree to mutually develop a process for requesting/providing notice/ granting leaves as follows:

10.17.3 Release Time Process

- (a) Identify a minimum amount of notice/request required except in urgent situations.
- (b) Notice/request submitted to District designated position/person.
- (c) Reimbursement invoice to be sent to CSEA designated position.
- (d) Standard form to be developed jointly that documents the foregoing information (dates, purpose, etc.).
- (e) Parties will explore options to minimize the impact of the employees release time.
- (f) Explore options generally with respect to release time as well as options related specifically to release of chapter president as early as possible.

ARTICLE 11

11. TRANSFERS

11.1 Definition of Transfer

A transfer is a job site change within the employee's same job classification, except for employees assigned to District-wide programs, in which case a transfer is defined as a change in programs.

- 11.1.1 The District shall notify all members at least once each year, near the beginning of the calendar year, of the procedures for seeking a transfer.

11.2 Employer-Initiated Job Site Transfers

A regular employee may be involuntarily transferred for reasons other than punitive, based upon the justifiable needs and best interests of the District and/or regular employee, provided that such transfer shall not result in the loss of pay or benefits to the regular employee. The regular employee shall be given a minimum of ten (10) workdays notice prior to the effective date of a permanent transfer.

11.3 Regular Employee-Initiated Job Site Transfer

- 11.3.1 All bargaining unit members may apply for transfer to another position of the same classification by filing a written request with the Classified Human Resources Department. The bargaining unit member shall prioritize the job site he/she requests transfer to in his/her application for transfer.

- a) If a bargaining unit member accepts the transfer, the member will not be allowed to submit another transfer request for six (6) months.
- b) If a bargaining unit member declines three (3) transfers from their list within one calendar year of their list being received by Human Resources, their transfer request form will become null and void and the member will not be allowed to submit another transfer request form for six (6) months.

- 11.3.2 To be considered for voluntary transfer into a vacant position, a bargaining unit member's last performance evaluation must reflect an overall rating of "meets standards" or better (with a rating of "meets standards" or better in the area of Human Relations Skills), and the bargaining unit member must have submitted such request for transfer prior to the date of the vacancy occurring. Bargaining unit members denied an opportunity to transfer due to their evaluation pursuant to this Article may request reconsideration of their voluntary transfer request by their Union representative, Human Resources and the program or department manager.

- (a) The District shall maintain a list of Instructional Assistant I's that have indicated an interest in promoting to the Instructional Assistant II classification. Permanent IA I's that have received a satisfactory or better evaluation on their last performance evaluation may submit a District request form indicating the schools and hours desired. A request shall be valid for 12 months and must be resubmitted to continue eligibility on the

promotional list.

- (b) When a permanent Instructional Assistant II vacancy occurs, the Human Resources Department shall provide the selecting administrator with up to five (5) names for consideration from the promotional list. If after considering the candidates, the selecting administrator may request the position be advertised.

11.3.3 The Human Resources Department will maintain a voluntary transfer request list. Upon written notification of a pending or actual vacancy in a bargaining unit position, the Classified Human Resources Department shall contact regular permanent employees qualified under the provisions of this article to determine whether or not they wish to apply for the vacancy. If the vacancy is at the job site specified by the regular permanent employee in his/her application for transfer and he/she refuses the transfer offer, his/her name shall be moved to the bottom of the transfer list.

11.3.4 The individual, who in the judgment of the selecting supervisor/administrator best meets the needs of the vacant position, shall be given the assignment. In reaching this judgment, the selector shall consider the work record, experience and seniority of the applicant. The weight to be given the factors considered in the selection shall be determined by the selector.

11.3.5 If a regular permanent employee is interviewed for a position under the provisions of this article and is not appointed, the employee(s) shall be given, upon request, the specific reason(s) for the denial

11.3.6 In compliance with the intent of this Article, authority for carrying out the procedures provided shall be fixed at the Department Head or Program Manager level in the following classifications: Instructional Assistants and related para-professionals – all programs.

11.3.7 Regular permanent employees are limited to two (2) voluntary transfer during a twelve (12) month period. Transfer for the purpose of increasing hours of work shall be exempt from this provision.

11.4 Posting Vacancies

11.4.1 All vacancies shall be posted by the District at all work sites for not less than five (5) workdays prior to interviews except the clerk and instructional assistant I vacancies as identified in 11.4.2.

11.4.2 In the event of vacancies for positions of fourteen (14) hours per week or less in the classifications of instructional assistant I and clerk, this section will allow school sites to post these vacancies for three (3) to five (5) days at the cluster of schools which surround the site at which the vacancy has occurred and to allow the school site to recruit to fill these vacancies through whatever lawful methods suit the site's needs.

Nothing in this article shall preclude the District from posting such vacancies in accordance with 11.4.

11.5 Promotions

- 11.5.1 All bargaining unit members with satisfactory or better scores on their last evaluation may apply for a promotional opening or transfer.
- 11.5.2 The District shall advertise promotional examinations.
- 11.5.3 At least 50 percent of the candidates referred for an interview shall be current District employees, provided there are sufficient numbers of qualified member available.
- 11.5.4 Qualified in-District applicants referred for interview shall be given first choice of interview times as follows:

Regular permanent employees shall be given first choice of interview times; Probationary employees shall be given next choice of interview times; External applicants shall be given choice of interview times after permanent and probationary applicants have been given an opportunity to select interview times.

ARTICLE 12

12. SAFETY

12.1 Member Safety

- 12.1.1 In order to provide for member safety, the District, on the first day of each school year, shall present a written copy of the District policy for student discipline, including the rights of suspended students, to unit members.
- 12.1.2 Members shall report, verbally and in writing, as soon as possible, cases of assault and battery (as defined by the Penal Code) suffered by them in connection with their employment to their site/program administrator or other immediate superior who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent/designee shall comply with any reasonable request from the unit member for information in the possession of the District, unless confidential relating to the incident or persons involved.

12.2 Building Site Safety

- 12.2.1 A member or the Association may report, verbally or in writing, any unsafe or unhealthful condition of work to his/her immediate supervisor. In a case of a verbal report, the date of submission shall be recorded by the member and the supervisor.
- 12.2.2 The supervisor shall, within ten (10) workdays of receipt of the written or verbal report, respond in writing to the member stating corrective action taken, to be taken, or, if no action will be taken, state the reason why.
- 12.2.3 If the condition is not satisfactorily resolved, it may be submitted through the negotiated grievance procedure.

12.3 School/Site Safety Committee

- 12.3.1 Unit member(s) at each site may choose to participate in the safety committee at those schools or sites where one is formed. Committee participation shall be voluntary. Selection procedures shall be left to the staff at each site, but a contact person and backup shall be identified and communicated to the site administration.
- 12.3.2 The School/Site Safety Committee, if formed, shall assist the administration/supervisor in all areas related to the maintenance of school/site safety, order, and security. This shall include, but not necessarily be limited to school/site intruders, routine school/site security procedures, and emergency procedures.
- 12.3.3 The administration shall advise the school/site safety committee members of any incident related to school/site safety and security.

12.3.4 The committee may request the Superintendent/designee and the Associate President/designee to meet with the committee to discuss school/site security and safety concerns.

12.4 District Safety Committee

12.4.1 A member shall be appointed to the District Safety Committee. The Association shall designate such member.

12.4.2 The appointed member to the committee shall be allowed reasonable release time to carry out the obligation of the Safety Committee assignment.

12.5 Discrimination

No member shall be discriminated against because of carrying out the provisions of this Article.

12.6 Restroom Facilities

Members shall have access to lavatory, rest room facilities, workrooms, and employees' lounges at District work sites. The District shall maintain lavatory and restroom facilities in a safe and healthful condition.

12.7 Safety Equipment

The District agrees to furnish to members safety equipment or gear, or to reimburse the employees for the cost of procuring such, when in the regular course of employment such equipment or gear is reasonably required to ensure the safety of the member or others.

12.8 CSEA Safety Officer

12.8.1

(a) The CSEA Safety Officer and District management will work with designated Management representatives to deal with safety related issues proactively before they arise and as they arise.

(b) The CSEA Safety Officer shall be provided District paid release time to investigate safety issues as approved by the District.

(c) The District shall provide to the CSEA Safety Officer no more than five (5) days of safety related training every two (2) years. The two-year cycle for training will commence with each bi-annual election of a CSEA Safety Officer.

12.8.2 The Safety Officer shall work with District management to minimize the use of release time needed to fulfill these duties.

12.9 Risk Management

CSEA and the District will work collaboratively with District management and other designated personnel to develop and implement the District's risk management plan, to increase safety awareness, and to reduce accidents and industrial accident claims.

ARTICLE 13

13. CONTRACT

13.1 Parties to the Contract

This Agreement is made and entered into by and between the San Juan Unified School District, herein referred to as the District, and the California School Employees Association San Juan Chapter #127, herein referred to as the Association.

13.2 Distribution of Contract

Within sixty (60) workdays after the execution of this contract, the District shall publish the agreement on the District's web site and provide an electronic copy to the CSEA representative and the San Juan Chapter #127 President. Outside of working hours or as otherwise authorized by existing contractual language, the District will allow classified unit members access to either the electronic contract version or a paper copy.

13.3 Savings

13.3.1 If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or by a decision of the Public Employment Relations Board or its successors, the remainder of this Agreement shall not be affected thereby.

13.3.2 In the event of invalidation of any of the terms or conditions of this Agreement, either party may request to reopen negotiations with regard to the invalidated terms or conditions of agreement. If both parties consent to reopen negotiations under this Article, such negotiations shall commence within thirty (30) days of the date of consent.

ARTICLE 14

14. DEFINITIONS

14.1 Immediate Family

The following relatives of the member, or the spouse of the member:

- | | |
|----------------|---|
| -Mother | -daughter |
| -father | -daughter-in-law |
| -grandmother | -foster parents |
| -grandfather | -foster children |
| -brother | -grandchildren |
| -sister | -brother-in-law or sister-in-law of a member |
| -son | -aunt |
| -son-in-law | -uncle |
| -step-mother | -or any relative living in the household of the member. |
| -step-father | |
| -step-children | |
| -step-brother | |
| -step-sister | |

14.2 Immediate Supervisor

The person at the lowest supervisory level outside the bargaining unit who is responsible for directing or evaluating the member(s).

14.3 Standby Time

Time during an employee's scheduled work hours when, because of lack of materials, work-related activities/inactivity, at District direction a member is required to remain at his/her work site or duty location and unable to engage in individual pursuits.

14.4 Workday

A day when the administrative offices of the District are open for business.

ARTICLE 15

15. LAYOFF

15.1 Definitions (Procedure)

15.1.1 Employee: An employee for the purpose of this article is a permanent or probationary employee who is a member of the classified service.

15.1.2 Layoff: Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the governing board. A layoff for purposes of this article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds. Any voluntary reduction in regularly assigned time in lieu of layoff shall be considered a layoff for purposes of this article.

15.2 Order of Layoff (Procedure)

15.2.1 Whenever an employee is laid off, the order of layoff within the classification (including service within higher classifications) shall be as follows:

15.2.1.1 For employees whose date of hire is before July 1, 1999, a seniority ranking list (by classification) will be developed. The seniority ranking list shall include all hours in paid status through June 30, 1999, as a probationary or permanent member of the classified service whether during the school year, a holiday, recess, or any period that a school is in session or closed. It does not include any hours compensated solely on an overtime basis, or while on military leave, or unpaid illness leave, or unpaid industrial accident leave. Once the ranking list is established, the individual employee ranking (seniority) will not change.

15.2.1.2 For employees whose date of hire is on or after July 1, 1999, seniority will be determined by date of hire (as a probationary or permanent member) in the classification.

15.2.1.3 Each party shall appoint a representative to meet and discuss the legal implications of the agreement to use date of hire for purposes of layoff for employees hired after the date of ratification and the ranking of current employees through the use of current contractual provisions.

15.2.2 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made based on the hire date into a probationary status with the employee hired first being retained. Otherwise, determination as to which employee is laid off shall be made by lot.

15.2.2.1 For those members hired after July 1, 2020, seniority will be determined by the time stamp date on an employee's initial application for the classification hired into.

- 15.2.3 An employee who is laid off from a class and who has previous service in an equal or lower class and who has greater seniority shall have the right to bump the employee having the least seniority with the closest job profile. (Job profile as defined in this section shall mean assigned hours per day, days per week and months per year.)
- 15.2.4 If there are two (2) or more positions with the same work profile that will be bumped, placement into the positions will be by employee choice (in order of seniority.) Employees who have placement choices will be notified of the placement meeting date, time and location. If an employee fails to report to the placement meeting, or fails to send a representative in his/her place, the Human Resources Department will identify the site placement.

15.3 Notification of Layoff (Procedure)

- 15.3.1 The District shall transmit a copy of the board agenda to the Association regarding any proposed layoff. This shall constitute notice to the Association of said layoff.
- 15.3.2 Within a reasonable time of a written request by the Association, the District will provide the Association with a seniority roster and a list of employees to be laid off.
- 15.3.3 The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the governing board, where less than sixty (60) days notice may be given.

15.4 Improper Layoff Rights

- 15.4.1 Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed in the same or equal class immediately upon discovery of error.
- 15.4.2 Accumulated sick leave, prior to layoff plus accumulated sick leave and vacation allowance for time not employed with the District as a result of improper layoff, will be reinstated.
- 15.4.3 The employee will be reimbursed for all loss of pay from the District, as a result of the improper layoff, less any earnings the employee received from any other employment while on layoff.
- 15.4.4. If the employee believes that, as a result of layoff, he/she has not been made financially whole by the District under 15.4.3, the employee may file a grievance at Step IV.

15.5 Separation Benefits

- 15.5.1 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.
- 15.5.2 Eligibility for District contributions for dental, health, and vision insurance shall not be reduced for six (6) months despite the fact the hour-per-week qualification may change due to a voluntary reduction of hours by the employee to avoid layoff.

- 15.5.3 The District will provide any laid-off employee the contractual District contribution amount toward health, dental and vision insurance for two (2) calendar months following the affected employee's final scheduled day of employment.
- 15.5.4 Any employee who has received a layoff notice shall, upon his/her request, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.
- 15.5.5 An employee who receives a layoff notice shall be permitted to use accrued and unused vacation and/or PN to seek alternative employment. Employees who have received a layoff notice must use accrued and unused vacation prior to use of PN to seek alternative employment and must schedule such time off with their supervisor. An employee's request to use such paid leave time in accordance with this Article, as modified herein, shall not be denied.

15.6 Re-Employment from Layoff

- 15.6.1 Employees laid off because of lack of work or lack of funds are eligible to re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional placement processes within the District during the period of 39 months.
- 15.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided that the same tests for fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.
- 15.6.3 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by US and email to the last address given the District by the employee.
- 15.6.4 A laid off employee shall notify the District of his or her intent to accept or refuse re-employment within eight calendar days following the delivery/or first notice via last known U.S. Mail address and e-mail address (if known) of the re-employment notice. Failure to respond constitutes a refusal. After three refusals for re-employment, an employee shall be considered unavailable for re-employment and shall not be notified of future vacancies until the laid-off employee notifies the Human Resources Department, in writing, that he/she is available for re-employment.
- 15.6.5 Employees shall be re-employed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.

- 15.6.6 Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
- 15.6.7 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 15.6.8 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

ARTICLE 16

16. RETIREMENT

The San Juan Unified School District, on behalf of the classified employees, shall participate in the CalPERS school employee retirement program. Classified employees are responsible for the designated employee contribution.

Employees hired prior to January 1, 2013, will receive the school employees' CalPERS formula of 2% at age 55 scaling up to 2.5% at 63 or older. For those hired on or after January 1, 2013, they shall be subject to the CalPERS formula of 2% at age 62. The percentages are subject to modification based upon legislation and/or CalPERS' regulations.

Sick leave conversion: Any member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the member is filing a request for retirement.

16.1 Retirement - Premium Payment

The District will provide, subject to insurance carrier approval, the opportunity for the full cost of medical insurance coverage and dental insurance coverage to those retired employees retiring from the District directly into the California Public Employees Retirement System (CalPERS), until the age of 65, or eligible age to receive Medicare provided that:

16.1.1

- (a) The employee is at least 55 years old and has not yet reached 65.
- (b) The employee has worked in the District as a regular employee for a non-consecutive and cumulative total of ten (10) years.
- (c) The employee retires and continues his/her retirement from the District under the provisions of CalPERS.
- (d) If any retired employees become entitled to other medical or dental benefits (state, federal or other employment) as a primary beneficiary, the District shall be relieved from any and all payments under this section.

16.1.2 Employees in a regular position who are granted disability retirement by CalPERS shall be exempt from the 55-year-old requirement contained in Section 16.1.1 (a), provided that they have worked in the District for 10 years.

16.1.3 For retirees who do not qualify (reside outside of the health plan service areas) for any District-approved health plan, the District shall provide reimbursement, not to exceed the least expensive group retiree premium, to offset employee retiree health insurance costs. The District may require annual verification of health insurance coverage. Reimbursement shall commence upon verification of coverage and shall cease at age 65 or upon termination of coverage, whichever occurs first.

16.2 Early Retirement Incentive

The District and CSEA have reached agreement on clarifying language regarding proration of the Early Retirement Incentive Program benefits and on adding new language on eligibility of employees who retire prior to the Board's action with an effective date after the action but before the effective date of the layoff. The modified agreement is as follows:

If a decision to layoff is made by the Board of Education, such employees in classifications targeted or affected by layoffs shall be eligible to participate in the Early Retirement Incentive Program if they meet the following criteria:

- a) Be eligible to retire under PERS; and
- b) Either submit retirement forms within 30 calendar days of the Board's action or have submitted retirement forms prior to the Board's action but with a retirement effective date after the date of the Board's action and before the effective date of layoffs.
- c) Employees who accept the Early Retirement Incentive and elect to return to work at San Juan Unified School District are not eligible for a second ERI.

16.2.1 The employee shall have the following options available:

- a) Lump sum payment of \$5,000 upon retirement; or
- b) Purchase of \$5,000 annuity, if qualified (details to be determined by the employee and District).

Employees working less than eight (8) hours per day will have the \$5,000 pro-rated on those hours he/she works as it relates to eight hours.

ARTICLE 17

17. EVALUATION

17.1 Employees in Probationary Status

- (a) The probationary period for a new employee hired on and prior to November 14, 2020, will be one year and should receive a written performance evaluation on or about the end of the fifth and eleventh month of initial probationary employment period.

The probationary period for a new employee hired on and after November 15, 2020, shall be six months and should receive a written performance evaluation on or about the end of the third month and the fifth month of initial probationary employment period.

- (b) Promoted employees serving their six (6) month promotional probationary period may receive a written performance evaluation on or about the end of the third month and fifth month of employment in the new classification.

17.2 Regular Employees in Permanent Status

- (a) Employees shall receive a written performance evaluation at least every two years between January 1 and May 1. The evaluation will be discussed between the rating supervisor and the member prior to the member's signing a verification of the evaluation.
- (b) Unscheduled written evaluations may be submitted by a member's supervisor provided that the affected member verifies by signature, or it is otherwise certified, that he/she has reviewed the evaluation, received a copy and has had an opportunity to respond.
- (c) Employees may request a review of below standard ratings by the supervisory or managerial level immediately above the rating supervisor.

17.3 General

- (a) Evaluation reflecting an overall below standard performance shall not be placed in the member's personnel file without verification by the initiating supervisor that the member has reviewed the evaluation and been provided an opportunity to respond verbally or in writing.
- (b) Evaluation factors reflecting "needs improvement" or "not satisfactory" performance shall include specific statements of deficiencies noted and specific recommendations for improvement. Specific recommendations for improvement should flexibly address the conduct requiring modification and should specify the time frame for improvement. Immediate improvement may be required (for something like coming in late) or can have a follow up period of 15, 30 or 60 days, depending on the issue. The evaluator shall provide feedback to the employee and

shall meet with the employee upon request. In the event an improvement plan is created and there is not adequate improvement for the employee to be rated overall satisfactory, the final summary shall be placed in the personnel file and will serve as an evaluation.

- (c) Below standard performance may apply to any specific evaluation category or to the member's overall job performance.
- (d) No evaluation shall be based upon verbal statements unless the accuracy of the statement is verified by the rater.
- (e) Any written response to a below standard performance evaluation by the member will be attached to the member's evaluation before being placed in the member's personnel file.
- (f) A member who has had an evaluation containing information of a derogatory nature placed in his/her personnel file may request an unscheduled evaluation. If an unscheduled evaluation is done by the administrator/supervisor, the unscheduled evaluation shall become the new evaluation.

17.4 Evaluation Forms

The District and Association have created job specific evaluation forms for all classifications of custodial employees, food services employees and Instructional Assistants. All other classifications shall be evaluated using the general classified evaluation form. Employees whose evaluations are rated below standards or needs improvement shall be accompanied by documentation that verifies that the employee was given ample notification of the need for improvement. The documentation shall contain the date(s) the supervisor met with the employee to discuss the performance expectations and plans to improve. If these criteria are not met, the performance evaluation shall be "meets standards" or above.

ARTICLE 18

18. PROFESSIONAL GROWTH

The District shall establish a Professional Growth Fund (for the General Unit and Operations Support Unit combined) not to exceed \$20,000 per year effective 7/1/02.

- (a) Used portion of fund will renew annually so each year there will be \$20,000 available to CSEA employees for professional growth.
- (b) Joint Committee composed of no more than three (3) representatives each from the District and the Association to oversee the program (eligibility/acceptable units/classes/workshops/awards).

18.1 For the 2021-2022 School Year:

The District will offer optional training for instructional classified staff working at a site with students. This training will be offered prior to classes being supported by staff and will include newly adopted curriculum and new software programs. Appropriate technical and curricular training shall be identified by the District.

Any classified personnel receiving training outside of their calendared workday shall be compensated at their hourly rate unless overtime is applicable.

Prior to being assigned to perform a job duty that requires technology the equipment needed shall be identified by the District. The District will provide appropriate equipment to instructional classified personnel in order to perform the duties assigned.

ARTICLE 19

19. JOINT COMMITTEE

A Special Education Joint Committee shall be established to proactively discuss global issues and interests related to Special Education. The committee will convene within 90 days after ratification of contract (contract ratified on November 19, 2014).

Per Tentative Agreement – March 1, 2016:

MOU regarding Instructional Assistant Additional Compensation

The District and CSEA agree to draft an MOU that recognizes that the scope of the implementation plan in Article 6.8 may require adjustments. Therefore, the parties agree that the SJUSD/CSEA Special Education Joint Committee will convene no later than February 2017 to discuss the operational aspects of this article, determine if the intent noted above is being met, and to make recommendations to their respective bargaining groups for a full range of options that meet the party's original intent.

Per Tentative Agreement – September 20, 2018

Side Letter of Agreement – Minimum Wage Implementation Team

The District and CSEA agree to establish a small core Minimum Wage Implementation Team. Each party may appoint up to four (4) members to this team. This team shall be established within 45 days of the SJUSD Board approving this contract. The purpose of this team is to explore options related to pending increases in the minimum wage in SJUSD. Non-binding recommendations of this team shall be reported to the respective bargaining teams no later than March 1, 2019

Per Tentative Agreement - January 28, 2020

Minimum Wage Implementation Joint Committee

The District and CSEA agree to reconvene the Minimum Wage Implementation Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of the Joint Committee is to explore options related to pending increases in the minimum wage in SJUSD. Non-binding recommendations of the Joint Committee shall be reported to the respective bargaining teams no later than May 1, 2020.

AB1808 Exploration Joint Committee

The District and CSEA agree to create an AB1808 Exploration Committee within 45 days of the SJUSD Board approving this contract. The purpose of the Exploration Committee is for both parties to better understand the fiscal and operational issues related to AB1808. Non-binding recommendations of the Exploration Committee shall be reported to the respective bargaining teams no later than May 1, 2020.

ARTICLE 20

20. Budget Transparency

During the term of this agreement, the District shall make available copies of formal budget reports, including the Adopted Budget, the First Interim Report, the Second Interim Report, the Third Interim Report (if applicable) and Unaudited Actuals Report. These reports comply with the format required by the state and contain information regarding historical and projected budget information. Such information may include current and multi-year projections for enrollment, revenues, expenditures, and assumptions used for budget development. These reports are readily available on the District website. The California School Employees Association President may also request hard copies of these reports from the District's Labor Relations Office. The District also agrees to provide a training session for the California School Employees Association President, Labor Relations Representative, and bargaining team. The intent of the training will be to teach the participants to better understand the information provided in the reports listed above.

ARTICLE 21

21. The Classified School Employee Summer Assistance Program (CSESAP)

The parties agree to conduct a one year pilot of the Classified School Employee Summer Assistance program during the 2022-2023 school year to determine the cost and identify any implementation issues. The parties agree to use the data collected from this pilot to inform future bargaining sessions with non-binding recommendations(s)



SAN JUAN UNIFIED SCHOOL DISTRICT
Classified General Unit Salary Schedule (CSEA)
2022 - 2023 Salary Schedule

APPENDIX A-1

Salary Range	Class Code	Classification Title	Minimum	Maximum
10	418	Non-Instructional Support Aide	\$2,860	\$2,980
	980	Program Aide		
	892	Community Liaison		
	1201	Neighborhood Parent Liaison		
12	960	*Child Development Assistant - School Age	\$2,860	\$3,117
	984	Instructional Assistant I		
13	584	Duplicating Machine Operator	\$2,860	\$3,188
	759	Campus Representative		
	985	Campus Monitor		
14	415	Instructional Assistant - Alternative Learning Center	\$2,860	\$3,257
	637	Instructional Assistant - Academy		
	946	Clerk		
16	758	Special Education Campus Intervention Support	\$2,860	\$3,400
17	945	Intermediate Clerk	\$2,860	\$3,483
18	790	Instructional Assistant - Pashto	\$2,860	\$3,569
	791	Instructional Assistant - Dari		
	823	Instructional Assistant - Bilingual Arabic		
	944	Intermediate Clerk Typist		
	951	Instructional Assistant - Bilingual Ukrainian		
	963	Instructional Assistant - Bilingual Russian		
	973	Youth/Adult Employment Technician I		
	974	Instructional Assistant - Bilingual Farsi		
	977	Instructional Assistant - Bilingual		
	993	Instructional Assistant - Bilingual Spanish		
999	Health Assistant			
19	411	*Child Development Assistant - Infant/Toddler Preschool	\$2,902	\$3,657
19B	972	Instructional Assistant - Deaf and Hard-of-Hearing	\$2,934	\$3,691
	976	Instructional Assistant - Orthopedic/Visually Impaired		
	978	Instructional Assistant II		
20	528	Account Clerk I	\$2,965	\$3,727
	742	Bilingual Translator, Spanish		
	743	Bilingual Translator, Russian		
	744	Bilingual Translator, Ukrainian		
	745	Bilingual Translator, Arabic		
	746	Bilingual Translator, Farsi		
21	413	Parent/Family Support Advocate	\$3,043	\$3,821
	741	School/Community Resource Assistant - Arabic		
	750	School/Community Resource Assistant - Farsi		
	751	School/Community Resource Assistant - Spanish		



SAN JUAN UNIFIED SCHOOL DISTRICT
Classified General Unit Salary Schedule (CSEA)
2022 - 2023 Salary Schedule

APPENDIX A-1

Salary Range	Class Code	Classification Title	Minimum	Maximum
21	898	Family Advocate	\$3,043	\$3,821
	942	Senior Clerk Typist		
22	419	Social Emotional Support Technician	\$3,104	\$3,914
	529	Senior Records and Reports Clerk		
	531	Middle School Records and Reports Clerk		
	894	School/Community Intervention Assistant		
	895	Prevention Assistant		
	919	Instructional Assistant III		
	970	Braillist		
987	Instructional Assistant - Multi/Severely Handicapped			
23	494	Admissions and Family Services Technician	\$3,175	\$4,004
	588	Maintenance & Operations Work Order Technician		
	589	Safe Schools Dispatcher		
	625	Front Lobby Receptionist		
	655	Registrar/Secretary - Academy		
	897	Middle School Media/Library Technician		
	933	High School Secretary I		
934	Secretary			
24	493	Attendance Technician	\$3,243	\$4,090
	527	Account Clerk II		
	631	Payroll Technician I		
	737	Fiscal Technician I		
	914	Senior Personnel Clerk		
25	533	Instructional Materials Technician	\$3,316	\$4,185
	936	Elementary School Secretary		
	938	Middle School Secretary		
	969	Youth/Adult Employment Technician II		
	981	College & Career Center Technician		
26	590	School Site Technology Support Assistant	\$3,400	\$4,288
	632	Payroll Technician II		
	683	Lead Maintenance & Operations Work Order Technician		
	931	High School Secretary II		
27	532	School Site Controller	\$3,483	\$4,389
	768	Facilities Use Technician		
28	899	School/Community Intervention Specialist I	\$3,556	\$4,488
	930	Administrative Assistant		
29	441	Fiscal Technician II - Bond/Planing	\$3,642	\$4,591
	641	Employee Benefits Technician		
	738	Fiscal Technician II		
	824	Grants Technician		
	912	Personnel Technician		



SAN JUAN UNIFIED SCHOOL DISTRICT
Classified General Unit Salary Schedule (CSEA)
2022 - 2023 Salary Schedule

APPENDIX A-1

Salary Range	Class Code	Classification Title	Minimum	Maximum
30	957	Instructional Assistant - Health Services	\$3,726	\$4,704
31	417 701 704	Payroll Specialist Budget Technician Retirement Specialist	\$3,813	\$4,814
32	506 549 557 573 765	Procurement Technician Financial Information System Support Specialist Technology Support Specialist I Engineering Technician Student Information Systems (SIS) Support Specialist I	\$3,895	\$4,936
34	436 438 757 891 893	District Community Engagement Specialist Family and Community Engagement Facilitator School/Community Refugee Specialist School/Community Intervention Specialist II School/Community Prevention Specialist	\$4,082	\$5,163
35	497 2203	Procurement Specialist - Construction/Bond Sign Language Interpreter	\$4,181	\$5,289
38	797	Technology Liaison III Student Information Systems (SIS)	\$4,479	\$5,655
39	498 890	School/Community Worker - Indian Education Programs School/Community Worker	\$4,585	\$5,798
40	603 819	Safety Specialist Speech and Language Pathology Assistant	\$4,696	\$5,943
41	467 504 507 735 782	Procurement Analyst Accounting Analyst Risk Management Analyst Communications Specialist I Operations Analyst - Facilities/Maintenance/Transportation	\$4,799	\$6,076
44	535	Technology Support Specialist II	\$5,148	\$6,530
45	579	Telecommunications Systems Technician	\$5,258	\$6,675
46	896	Mental Health Worker	\$5,392	\$6,837
47	525	Senior Technology Support Specialist	\$5,524	\$6,994
48	780	Community Safety Specialist	\$5,657	\$7,163
50	482 551	Communications Specialist II Data Networking Specialist	\$5,924	\$7,516
51	621 739 781 922	Mental Health Therapist Certified Occupational Therapy Assistant Lead Community Safety Specialist Research Analyst I	\$6,065	\$7,686
53	543	Senior Programmer Analyst	\$6,555	\$8,303
60	837	Database Administrator	\$7,792	\$9,869
67	635	Occupational Therapist	\$9,268	\$11,644



SAN JUAN UNIFIED SCHOOL DISTRICT
Classified General Unit Salary Schedule (CSEA)
2022 - 2023 Salary Schedule

SHIFT DIFFERENTIAL

- 2nd Shift (3:00 pm - 10:59 pm) additional \$0.36 per hour
- 3rd Shift (11:00 pm - 6:59 am) additional \$0.42 per hour
- *CDA SA/ITPR Continuing Education - Step 7

ANNIVERSARY/LONGEVITY INCREMENTS

1. 2.3% of base salary after 10 years of completed services in the San Juan Unified School District
2. 4.5% of base salary after 15 years of completed services in the San Juan Unified School District (the 4.5% includes the year 10 increment).
3. 6.2% of base salary after 20 years of completed services in the San Juan Unified School District (the 6.2% includes the 10 and 15 year increments).
4. 8.2% of base salary after 25 years of completed services in the San Juan Unified School District (the 8.2% includes the year 10, 15, and 20 year increments).

Board Approval Date: September 27, 2022

This schedule reflects a 10% increase effective July 1, 2022



SAN JUAN UNIFIED SCHOOL DISTRICT
 Classified General Unit Salary Schedule (CSEA)
 2022 - 2023 Salary Schedule

APPENDIX A-1

Range	Monthly Hourly	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
10	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,980 17.19	
11	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,902 16.74	\$3,053 17.61	
12	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,965 17.11	\$3,117 17.99	
13	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,902 16.74	\$3,043 17.56	\$3,188 18.39	
14	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,860 16.50	\$2,965 17.11	\$3,104 17.91	\$3,257 18.79	
15	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,902 16.74	\$3,045 17.57	\$3,175 18.32	\$3,339 19.26	
15B	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,934 16.93	\$3,073 17.73	\$3,209 18.51	\$3,369 19.44	
16	Monthly Hourly	\$2,860 16.50	\$2,860 16.50	\$2,965 17.11	\$3,104 17.91	\$3,243 18.71	\$3,400 19.61	
17	Monthly Hourly	\$2,860 16.50	\$2,902 16.74	\$3,043 17.56	\$3,175 18.32	\$3,316 19.13	\$3,483 20.10	
18	Monthly Hourly	\$2,860 16.50	\$2,965 17.11	\$3,104 17.91	\$3,243 18.71	\$3,400 19.61	\$3,569 20.59	
19	Monthly Hourly	\$2,902 16.74	\$3,043 17.56	\$3,175 18.32	\$3,316 19.13	\$3,483 20.10	\$3,657 21.10	
19B	Monthly Hourly	\$2,934 16.93	\$3,073 17.73	\$3,209 18.51	\$3,358 19.37	\$3,520 20.31	\$3,691 21.30	
20	Monthly Hourly	\$2,965 17.11	\$3,104 17.91	\$3,243 18.71	\$3,400 19.61	\$3,556 20.52	\$3,727 21.51	
20A	Monthly Hourly	\$2,984 17.22	\$3,121 18.01	\$3,262 18.82	\$3,420 19.73	\$3,577 20.64	\$3,750 21.64	
21	Monthly Hourly	\$3,043 17.56	\$3,175 18.32	\$3,316 19.13	\$3,483 20.10	\$3,642 21.01	\$3,821 22.04	
22	Monthly Hourly	\$3,104 17.91	\$3,243 18.71	\$3,400 19.61	\$3,556 20.52	\$3,726 21.49	\$3,914 22.58	
23	Monthly Hourly	\$3,175 18.32	\$3,316 19.13	\$3,483 20.10	\$3,642 21.01	\$3,813 22.00	\$4,004 23.10	
24	Monthly Hourly	\$3,243 18.71	\$3,400 19.61	\$3,556 20.52	\$3,726 21.49	\$3,895 22.47	\$4,090 23.60	
25	Monthly Hourly	\$3,316 19.13	\$3,483 20.10	\$3,642 21.01	\$3,813 22.00	\$3,987 23.00	\$4,185 24.15	
26	Monthly Hourly	\$3,400 19.61	\$3,556 20.52	\$3,726 21.49	\$3,895 22.47	\$4,082 23.55	\$4,288 24.74	
27	Monthly Hourly	\$3,483 20.10	\$3,642 21.01	\$3,813 22.00	\$3,987 23.00	\$4,181 24.12	\$4,389 25.32	



SAN JUAN UNIFIED SCHOOL DISTRICT
 Classified General Unit Salary Schedule (CSEA)
 2022 - 2023 Salary Schedule

APPENDIX A-1

28	Monthly Hourly	\$3,556 20.52	\$3,726 21.49	\$3,895 22.47	\$4,082 23.55	\$4,273 24.65	\$4,488 25.89	
29	Monthly Hourly	\$3,642 21.01	\$3,813 22.00	\$3,987 23.00	\$4,181 24.12	\$4,374 25.23	\$4,591 26.49	
30	Monthly Hourly	\$3,726 21.49	\$3,895 22.47	\$4,082 23.55	\$4,273 24.65	\$4,479 25.84	\$4,704 27.14	
31	Monthly Hourly	\$3,813 22.00	\$3,987 23.00	\$4,181 24.12	\$4,374 25.23	\$4,585 26.46	\$4,814 27.78	
32	Monthly Hourly	\$3,895 22.47	\$4,082 23.55	\$4,273 24.65	\$4,479 25.84	\$4,696 27.09	\$4,936 28.48	
33	Monthly Hourly	\$3,987 23.00	\$4,181 24.12	\$4,374 25.23	\$4,585 26.46	\$4,799 27.69	\$5,039 29.07	
34	Monthly Hourly	\$4,082 23.55	\$4,273 24.65	\$4,479 25.84	\$4,696 27.09	\$4,917 28.37	\$5,163 29.79	
35	Monthly Hourly	\$4,181 24.12	\$4,374 25.23	\$4,585 26.46	\$4,799 27.69	\$5,032 29.03	\$5,289 30.51	
36	Monthly Hourly	\$4,273 24.65	\$4,479 25.84	\$4,696 27.09	\$4,917 28.37	\$5,148 29.70	\$5,405 31.19	
37	Monthly Hourly	\$4,374 25.23	\$4,585 26.46	\$4,799 27.69	\$5,032 29.03	\$5,258 30.34	\$5,524 31.87	
38	Monthly Hourly	\$4,479 25.84	\$4,696 27.09	\$4,917 28.37	\$5,148 29.70	\$5,392 31.11	\$5,655 32.63	
39	Monthly Hourly	\$4,585 26.46	\$4,799 27.69	\$5,032 29.03	\$5,258 30.34	\$5,524 31.87	\$5,798 33.45	
40	Monthly Hourly	\$4,696 27.09	\$4,917 28.37	\$5,148 29.70	\$5,392 31.11	\$5,657 32.64	\$5,943 34.29	
41	Monthly Hourly	\$4,799 27.69	\$5,032 29.03	\$5,258 30.34	\$5,524 31.87	\$5,789 33.40	\$6,076 35.06	
42	Monthly Hourly	\$4,917 28.37	\$5,148 29.70	\$5,392 31.11	\$5,657 32.64	\$5,924 34.18	\$6,223 35.90	
43	Monthly Hourly	\$5,032 29.03	\$5,258 30.34	\$5,524 31.87	\$5,789 33.40	\$6,059 34.96	\$6,359 36.69	
44	Monthly Hourly	\$5,148 29.70	\$5,392 31.11	\$5,657 32.64	\$5,924 34.18	\$6,221 35.89	\$6,530 37.68	
45	Monthly Hourly	\$5,258 30.34	\$5,524 31.87	\$5,789 33.40	\$6,059 34.96	\$6,359 36.69	\$6,675 38.51	
46	Monthly Hourly	\$5,392 31.11	\$5,657 32.64	\$5,924 34.18	\$6,221 35.89	\$6,511 37.57	\$6,837 39.45	
47	Monthly Hourly	\$5,524 31.87	\$5,789 33.40	\$6,059 34.96	\$6,359 36.69	\$6,658 38.41	\$6,994 40.35	
48	Monthly Hourly	\$5,657 32.64	\$5,924 34.18	\$6,221 35.89	\$6,511 37.57	\$6,826 39.38	\$7,163 41.33	
49	Monthly Hourly	\$5,789 33.40	\$6,059 34.96	\$6,359 36.69	\$6,658 38.41	\$6,978 40.26	\$7,333 42.31	



SAN JUAN UNIFIED SCHOOL DISTRICT
 Classified General Unit Salary Schedule (CSEA)
 2022 - 2023 Salary Schedule

APPENDIX A-1

50	Monthly Hourly	\$5,924 34.18	\$6,221 35.89	\$6,511 37.57	\$6,826 39.38	\$7,161 41.32	\$7,516 43.36	
51	Monthly Hourly	\$6,065 34.99	\$6,359 36.69	\$6,658 38.41	\$6,978 40.26	\$7,323 42.25	\$7,686 44.34	
52	Monthly Hourly	\$6,404 36.95	\$6,709 38.71	\$7,016 40.48	\$7,354 42.43	\$7,737 44.64	\$8,113 46.81	
53	Monthly Hourly	\$6,555 37.82	\$6,866 39.61	\$7,175 41.39	\$7,527 43.43	\$7,905 45.61	\$8,303 47.91	
54	Monthly Hourly	\$6,721 38.78	\$7,032 40.57	\$7,354 42.43	\$7,709 44.47	\$8,105 46.76	\$8,509 49.09	
55	Monthly Hourly	\$6,887 39.73	\$7,211 41.60	\$7,539 43.49	\$7,901 45.58	\$8,305 47.92	\$8,723 50.33	
56	Monthly Hourly	\$7,060 40.73	\$7,390 42.64	\$7,729 44.59	\$8,101 46.74	\$8,515 49.13	\$8,940 51.58	
57	Monthly Hourly	\$7,238 41.76	\$7,573 43.69	\$7,916 45.67	\$8,301 47.89	\$8,727 50.35	\$9,165 52.88	
58	Monthly Hourly	\$7,417 42.79	\$7,764 44.79	\$8,117 46.83	\$8,509 49.09	\$8,944 51.60	\$9,392 54.19	
59	Monthly Hourly	\$7,604 43.87	\$7,956 45.90	\$8,321 48.00	\$8,723 50.33	\$9,169 52.90	\$9,628 55.55	
60	Monthly Hourly	\$7,792 44.96	\$8,157 47.06	\$8,526 49.19	\$8,940 51.58	\$9,400 54.23	\$9,869 56.94	
61	Monthly Hourly	\$7,989 46.09	\$8,361 48.24	\$8,740 50.42	\$9,165 52.88	\$9,632 55.57	\$10,117 58.37	
62	Monthly Hourly	\$8,187 47.23	\$8,570 49.45	\$8,961 51.70	\$9,392 54.19	\$9,876 56.98	\$10,368 59.82	
63	Monthly Hourly	\$8,391 48.41	\$8,784 50.68	\$9,182 52.98	\$9,627 55.54	\$10,122 58.40	\$10,629 61.33	
64	Monthly Hourly	\$8,601 49.62	\$9,005 51.95	\$9,413 54.31	\$9,867 56.93	\$10,374 59.85	\$10,896 62.87	
65	Monthly Hourly	\$8,818 50.88	\$9,228 53.24	\$9,648 55.66	\$10,117 58.37	\$10,635 61.36	\$11,167 64.43	
66	Monthly Hourly	\$9,036 52.13	\$9,459 54.57	\$9,892 57.07	\$10,368 59.82	\$10,900 62.89	\$11,444 66.02	
67	Monthly Hourly	\$9,268 53.47	\$9,699 55.96	\$10,153 58.58	\$10,628 61.31	\$11,125 64.19	\$11,644 67.18	

Board Approval Date: September 27, 2022

This schedule reflects a 10% increase effective July 1, 2022

**BENEFIT COST SCHEDULE
CLASSIFIED BENEFITS
Amounts shown tently**

1/1/2022 - 12/31/2022

BENEFIT PROVIDER	TYPE OF COVERAGE	TOTAL PREMIUM COST	DISTRICT CONTRIBUTION	EMPLOYEE CONTRIBUTION
MEDICAL				
KAISER	Employee Only	\$1,009.32	\$1,009.32	\$0.00
	Employee + one	\$2,018.64	\$1,766.31	\$252.33
	Family	\$2,856.38	\$2,394.62	\$461.77
	In-District Family*	\$1,847.06	\$1,637.63	\$209.43
WESTERN HEALTH ADVANTAGE	Employee Only	\$804.85	\$804.85	\$0.00
	Employee + one	\$1,604.59	\$1,404.66	\$199.93
	Family	\$2,404.26	\$2,004.41	\$399.85
	In-District Family*	\$1,599.41	\$1,400.77	\$198.64
Waiver of medical insurance** Employee receives as cash			\$155.20	
DENTAL				
DELTA PREMIER/DELTA PPO	Employee Only	\$71.00	\$71.00	\$0.00
	Employee + one	\$136.00	\$71.00	\$65.00
	Family	\$208.00	\$71.00	\$137.00
	In-District - Family*	\$137.00	\$71.00	\$66.00
DELTA CARE - DENTAL HMO	Family	\$62.64	\$62.64	\$0.00
VISION				
VSP VSP Voluntary Buy Up	Employee	\$9.07	\$9.07	\$0.00
	Employee	\$11.32	\$9.07	\$2.25
	Employee + one	\$25.56	\$9.07	\$16.49
	Family	\$41.15	\$9.07	\$32.08
	In-District - Family*	\$29.83	\$9.07	\$20.76
LIFE INSURANCE				
\$50,000 basic life	Employee	\$5.50	\$5.50	\$0.00
\$25,000	Supplemental	\$8.75	\$0.00	\$8.75
\$50,000	Supplemental	\$17.50	\$0.00	\$17.50
\$75,000	Supplemental	\$26.25	\$0.00	\$26.25
\$100,000	Supplemental	\$35.00	\$0.00	\$35.00
\$1,500	Dep. Life	\$0.54	\$0.00	\$0.54
\$10,000	Dep. Life	\$3.60	\$0.00	\$3.60

*This option is available only if your legal spouse/registered domestic partner is a benefit eligible employee of SJUSD enrolled in the "identical" plan

** The waiver option is only available for medical insurance. Must provide proof of other non-Exchange coverage

File #:

CLASSIFIED FORMAL GRIEVANCE**Check one:** Step 1: Step 2: Step 3: Step 4: Step 5:

Grievant's _____ Work _____ Immediate _____

Name: _____ Location: _____ Supervisor: _____

Grievant's _____ Date _____
Assignment: _____ Delivered: _____Name of Representative: Self: _____
SignatureCSEA: _____
SignatureOther: _____
Signature

Provisions of the contract alleged to have been violated:

The contract as a whole including, but not limited to:

Article(s): _____ Paragraph(s): _____ Sub-paragraph(s): _____

Statement of facts of alleged violation with dates, names, and places:

Remedy sought by Grievant:

Date this form filled out: _____ Signature of _____
Grievant(s) _____Please send original to Employer/Employee Relations office Copies to: Immediate Supervisor Division Head Association Grievant

