

Collective Bargaining Agreement

between the

Westminster School District

Board of Trustees



and



AFL-CIO
Employees Association

Chapter #34

July 1, 2020 - June 30, 2023

Board Approved: January 13, 2022
Westminster School District

CLASSIFIED BARGAINING AGREEMENT

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1.1 Acknowledgment

The Westminster School District, hereinafter referred to as the District, acknowledges that the California School Employees Association, Westminster Chapter 34, hereinafter referred to as the Association, is the exclusive representative for all classified employees holding those positions described in Appendix A-1.

1.2 Scope of Representation:

All newly created classified positions, except for those that are management or confidential, shall be assigned to the bargaining unit. Prior to designating any classified positions as management or confidential, the District agrees to meet and discuss the designation of positions with the Association and attempt to reach mutual agreement. Disputed cases shall be submitted to PERB for resolution.

Section 2.1 - Association Rights

- 2.1.1 The Association representatives will make every attempt to contact unit members during coffee breaks, lunch periods, before and after work, and will make every attempt not to interfere with unit members' work. Before any contact can be made, approval must be obtained from the principal, supervisor, or designee, whenever practical.
- 2.1.2 The right to use, without charge, designated bulletin boards, mailboxes, the District mail system, and telephone for local calls, for transmission of information concerning Association matters.
- 2.1.3 The right to reasonable use, without charge, of District office and audio-visual equipment, facilities, and buildings, except that charges shall be levied for warehouse supplies and printing. The parties agree that nothing in Section 2.1.2 or 2.1.3 is designed to allow the printing or distribution of any materials which violate the Education Code. The Association will not have materials with political content printed on District equipment or distributed through the District mail system.
- 2.1.4 The right to be supplied by October 15, an annual roster of unit members which includes hire date, job classification, site assigned, and non-confidential addresses and telephone numbers.
- 2.1.5 The right to receive two (2) copies of the Board of Trustees agenda with all non-confidential supporting information on the morning of the next work day after the agenda is released to the Board.
- 2.1.6 The right to receive a copy of all public budget documents at the time they are forwarded to the Board of Trustees.
- 2.1.7 The right to review, at reasonable times, other non-confidential material in the possession of or produced by the District necessary for the Association to fulfill its role as the exclusive bargaining agent.
- 2.1.8 Any time the Board appoints an advisory committee that would appropriately include representatives of the Association, the Association shall have the opportunity to select the representatives.
- 2.1.9 The District acknowledges that it may not meet and negotiate nor enter into any written agreements affecting members of the bargaining unit over matters within the scope of representation with any individual, group or organization other than the Association.

- 2.1.10 The right to review unit members' personnel files when accompanied by the unit member or on presentation of a written authorization signed by the unit member designating a particular Association representative.
- 2.1.11 The Association President and/or designee(s) shall be granted a total of up to fifty (50) days of release time per year without loss of pay in order to represent the Association at the local, state, or national level, or attend to Association business including investigation of grievances and preparation for meetings and conferences. Notification from the Association president or designee for release time will be submitted to the Assistant Superintendent, Human Resources, prior to its use. When reasonable, the Job Steward will notify their immediate supervisor in advance if they need to be released to represent a bargaining unit member. The Association will utilize release time in such a manner as to avoid to the extent possible, the need for substitutes and interference with necessary job duties. The Association will reimburse the District for the cost of substitutes in the event that the substitute time exceeds eighty (80) hours. A substitute will only be called if the District would normally have called a substitute for an absence other than one provided by this Article. Release time will be taken in a minimum of one-hour increments. Release time for negotiations for negotiation team members shall be for a reasonable amount of time for five (5) people.
- 2.1.12 The Association shall conduct a new employee orientation in accordance with AB119 and Memo of Understanding.

Section 2.2 - Individual Rights

- 2.2.1 Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercise of rights to engage or not to engage in Association activities.
- 2.2.2 Upon initial employment and with each change in classification, affected members of the bargaining unit shall receive a copy of the applicable job description and a specification of the monthly and hourly rates, a statement of the member's regular work site, months per year, approximate number of hours per day, and approximate number of days per week. The work schedule will be determined by the work site. A copy of this Agreement will be provided to all unit members at District expense.
- 2.2.3 The CSEA membership packet shall be distributed by the District upon initial employment.

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

- determine its organization
- direct the work of its employees
- determine the times and hours of operation
- determine the kinds and levels of service to be provided and the methods and means of providing them
- establish its educational policies, goals and objectives
- insure the rights and educational opportunities of students
- determine staffing patterns
- determine the number and kinds of personnel required
- maintain the efficiency of District operations
- determine the curriculum
- build, move, or modify facilities
- establish budget procedures and determine budgetary allocations
- determine the methods of raising revenue
- take action on any matter in the event of an emergency.

In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Section 4.1 - Definition of Terms

- 4.1.1 **Grievance** - an allegation by a grievant that there has been a misinterpretation, misapplication, or a violation of the specific provisions of this Agreement.
- 4.1.2 **Grievant** - one or more bargaining unit members or the Association. By mutual consent of the District and the Association, and with the consent of all grievants, two or more similar grievances may be processed together, and such grievances may be initiated at Level Two or at a higher level.
- 4.1.3 **Day** - a day in which the central administrative office of the District is open for business. However, for ten-month unit members, grievance processing will be held in abeyance during the non-work period. The parties will attempt to expedite grievance processing for such unit members whenever the non-work period is approaching.
- 4.1.4 **Immediate Supervisor** - a person designated by the District as the immediate management supervisor of the bargaining unit employee.
- 4.1.5 **Representation** - in all of the following procedures it is understood that a grievant may choose to be assisted or represented by an Association representative. In addition, unit members may authorize a job representative in writing to take any action on their behalf. The grievant, however, must be present at any grievance conference.
- 4.1.6 **Privileged Communication** - all parties shall treat any reference to grievances as confidential.
- 4.1.7 **Prescribed Form** - written response by both parties will be on the prescribed forms included in Appendix A-3, A-4 and A-5.

Section 4.2 - Informal Level

- 4.2.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the immediate supervisor. The grievant must identify the conference as an informal level conference.
- 4.2.2 If an informal settlement is not effected, the grievant may proceed immediately to the formal level.

Section 4.3 - Level One

- 4.3.1 Within thirty (30) days after the grievant knew or should have known of the act or omission giving rise to the grievance, the grievant must present the grievance on the prescribed form to the immediate supervisor.

- 4.3.2 A conference shall be held within the time limits at the request of either the grievant or the immediate supervisor.
- 4.3.3 The immediate supervisor shall communicate the decision to the unit member in writing within twenty (20) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Section 4.4 - Level Two

- 4.4.1 The grievant, if not satisfied with the decision at Level One, may appeal the decision on the appropriate form to the Superintendent or designee twenty (20) days after the decision. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 4.4.2 A conference shall be held within the time limits at the request of either the grievant, Superintendent, or designee.
- 4.4.3 The Superintendent or designee shall communicate the decision to the grievant in writing within twenty (20) days after receiving the grievance. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

Section 4.5 - Level Three

- 4.5.1 The grievant, if not satisfied with the decision at Level Two, may request in writing that the Association submit the grievance to arbitration within twenty (20) days after the receipt of the decision.
- 4.5.2 The Association, by written notice to the Superintendent within twenty (20) days of receipt of the request from the grievant, may submit the matter to arbitration.
- 4.5.3 Submission to arbitration shall be to the American Arbitration Association (AAA). The parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the AAA.
- 4.5.4 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and the decisions on the issues submitted.

- 4.5.5 The arbitrator will be without power or authority to make any decisions which would require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies judged to be proper. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of the other, and upon post-hearing briefs submitted by the parties.
- 4.5.6 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor consider it his/her function to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification, whether by addition or subtraction, of the written terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable.
- 4.5.7 No decision rendered by the arbitrator shall be retroactive beyond the beginning of the term of the Agreement.
- 4.5.8 If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step.
- 4.5.9 Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable.
- 4.5.10 The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith, endeavor to handle in an expeditious and convenient manner, cases which involve the same or similar facts and issues.

- 4.5.11 The arbitrator shall submit the findings and recommendations in writing to the District, the grievant, and the Association. The arbitrator's recommendations shall be final and binding upon the grievant, the Association, and the District, except for the findings and recommendation of the arbitrator shall not be binding upon the District or its governing body if such recommendation requires any appropriation of funds which exceed ten percent (10%) of the unrestricted contingency at the time of filing of Formal Level One grievance or for Level Two if the Association files the grievance.
- 4.5.12 If within twenty (20) working days the District or Governing Board does not implement such an award that does not exceed the aforementioned contingency figure, the Association may enforce the provisions of this contract in a court of competent jurisdiction or in other legal bodies such as PERB.
- 4.5.13 The costs for the service of the arbitrator, including, if any, per diem expenses and travel and subsistence expenses and the cost of any hearing reporter, will be borne by the parties equally. All other costs will be borne by the parties incurring them.

Section 4.6 - Miscellaneous

- 4.6.1 In each of Levels One and Two, deadlines may be extended by mutual consent.
- 4.6.2 Should a grievant choose to pursue a grievance without the intervention of the Association, then prior to any final resolution of the grievance at any level, the District shall provide a copy of the grievance and its proposed resolution to the Association and shall allow the Association ten (10) days to comment thereon. The Association is not responsible for actions taken by individual members choosing to pursue a grievance without Association assistance.
- 4.6.3 Any settlement of a grievance shall be applicable to the grievance only and shall not be binding authority for the disposition of any other grievance.
- 4.6.4 The grievant and necessary witnesses shall be entitled to release time without loss of compensation for grievance conferences scheduled during the grievant's working time.
- 4.6.5 All materials concerning the member's grievance shall be kept in a file separate from the member's personnel file.
- 4.6.6 No unit member shall suffer any reprisals for participating in the grievance procedure.
- 4.6.7 No more than one job representative or alternate may be involved in any one grievance. The alternate only serves in the absence of the job representative.

- 4.6.8 Job representatives shall be released from their assignments pursuant to the released time provisions of this Agreement in Article 2.1.11 to attend scheduled grievance conferences. If due to job necessity the job representative cannot attend a scheduled grievance conference, the immediate supervisor of the job representative will contact the District official conducting the conference to make alternate arrangements.

Section 5.1 - Transfers

- 5.1.1 A transfer is a movement, either voluntary or involuntary, of a unit member from one permanent work site to another within the same or related class and on the same salary range.
- 5.1.2 Employee transfers shall not be punitive, preferential, arbitrary, or disciplinary in nature.
- 5.1.3 A unit member whose most recent evaluation shows “unsatisfactory” or “needs to improve” in any category shall not be eligible for any transfer in this section except with the authorization of the Assistant Superintendent of Human Resources or administrative designee.

Section 5.2 - Involuntary Transfers

- 5.2.1 Unit members are District-wide employees and may be transferred based on the best interests of the District. A unit member who is about to be transferred shall be given at least ten (10) working days’ notice whenever possible. The employee shall be notified in writing by their immediate supervisor at least five (5) working days prior to the effective date of the transfer unless the immediate needs of the students preclude the advance notice. The Department Administrator or designee shall communicate with the employee prior to the transfer outlining the reasons for the transfer.
- 5.2.2 If a unit member objects to an involuntary transfer, a meeting may be requested with the immediate supervisor to discuss the reasons for the transfer. This meeting shall be held prior to the transfer.

Section 5.3 - Voluntary Transfers

- 5.3.1 The District shall post all classified vacancy notices on bulletin boards in prominent locations throughout the District for at least six (6) working days. Vacancies created as an immediate result of a transfer need not be reposted. However, the initial vacancy notice will contain the following statement:

“As an immediate result of this vacancy, names not selected for transfer will be given to the next job vacancy which may occur as a result of this transfer. If you are interested in a vacancy that may result from this transfer, you should submit your name now.”

For purposes of this section, a vacancy is defined as a position that the District intends to fill that is not to be filled by an involuntary transfer.

- 5.3.2 Employees may indicate interest in a transfer by filing the appropriate District transfer request form. Whenever the District has a vacancy in the appropriate class, the District shall notify the unit member by direct telephone contact and email. The unit member shall be given opportunity to interview within the stated times. Employees may submit a transfer request form while they are on a District approved leave or layoff.
- 5.3.3 All unit members who meet the stated qualifications for a vacancy and where no examination is required, shall be given the opportunity to be interviewed for the position. If more than one unit member wishes to be transferred to a particular vacancy and scores equally in the interview process, seniority within the classification shall be considered as the determining factors.

Section 5.4 - Medical Transfers

- 5.4.1 Employees who have become medically unable to satisfactorily perform their regular job class duties, may be temporarily transferred by the District to a different classification. Upon the unit member's request for transfer, the District may require a statement from a physician regarding the unit member's physical condition. If the District requires an additional statement from a District-appointed physician, the District will pay the cost. A transfer under this Article may be granted for a period not to exceed 10 working days unless mutually agreed that extenuating circumstances warrant an extension.
- 5.4.2 The unit member shall receive no increase in wage or salary established for the class to which the unit member is assigned. If the temporary transfer does not exceed 10 working days, the unit member's salary will not be modified.
- 5.4.3 If the temporary transfer is longer than 10 working days and if the class to which the unit member is assigned has a lower salary range than the unit member's regular class, the unit member may, at the discretion of the District, be placed at the lower range.

Section 6.1 - Absence Due to Illness or Injury

- 6.1.1 A unit member employed eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to earn a maximum of thirteen (13) days paid sick leave during any one fiscal year. A unit member employed for less than the full fiscal year shall be entitled to earn one day for each month of service. If a unit member does not use the full amount of sick leave earned in any school year, the amount not used shall accumulate from year to year.
- 6.1.2 Hourly unit members or other eligible unit members working less than an eight (8) hour day or a five (5) day week, shall be entitled to a sick leave allowance in the proportion the unit member's assignment bears to a full-time assignment. The minimum amount of sick leave credited to a part-time unit member is 24 hours per fiscal year.
- 6.1.3 Deductions for sick leave taken for sick leave use of one hour or less shall be in a one-hour increment. Deductions for sick leave taken for use of more than one hour shall be in increments of 15 minutes, with fractions of less than 15 minutes rounded up to the nearest 15-minute increment.
- 6.1.4 A newly employed unit member shall not be eligible to take more than six (6) days, or one-half of the proportionate amount of annual sick leave to which he/she may be entitled under this section, until the first day of the calendar month after completion of the probationary period.
- Permanent unit members shall be credited at the beginning of each fiscal year with all sick leave the unit member would normally earn during the fiscal year. In the event of termination prior to the end of the fiscal year, salary paid for unearned sick leave shall be deducted from the unit member's final warrant.
- 6.1.5 A month of service is one in which a unit member is paid for seventy-five percent (75%) of the working days falling within that month.
- 6.1.6 Pregnancy and childbirth-related medical conditions that disable the unit member from working shall be treated like other illnesses for the purposes of sick leave, except as provided in this Article.

- 6.1.7 The unit member may be required to provide verification of reasons for the taking or use of illness or injury leave for every absence over three (3) days in length. Such verification shall include a statement from a licensed health care provider, verifying the reason and the dates the unit member was under the provider's care.
- 6.1.8 The District may require a health care provider's verification of reasons for the use of any leave, under this section, if the District has reason to believe the absence may not have been used for proper leave purposes. If a health care provider's statement is required for the use of sick leave, the District shall not be responsible for the costs of such verification.
- 6.1.9 In the event the unit member will be absent from his/her duties, the unit member must notify the District of the impending absence at least two (2) hours prior to the start of his/her scheduled work day. In the event the unit member's position is identified by the District as one that does not require a substitute, the unit member must notify the District at least one (1) hour prior to the start of his/her scheduled work day.

Section 6.2 - Sick Leave Bank

- 6.2.1 The parties to this contract hereby agree to the establishment of a Sick Leave Bank to assist participating unit members whose other leave entitlements have been exhausted as the result of long-term, serious illness or injuries.
- The concept of the Sick Leave Bank is that participating unit members may request and, if approved, receive additional sick leave benefits donated by other unit members as provided by this section.
- 6.2.2 Unit members may make contributions to the Sick Leave Bank in accordance with the following conditions:
- 6.2.2.1 Earned sick leave or vacation time may be donated in multiples of the donor unit member's weekly contracted hours divided by five (5) days, e.g., 15 hours per week, daily would be three (3) hours.
 - 6.2.2.2 The current year's allocation of sick leave may not be donated.
 - 6.2.2.3 Unit members contributing to the Sick Leave Bank must retain a minimum of 15 days at their assigned work hours of sick leave/vacation after their contribution.
 - 6.2.2.4 The contributions of leave are irrevocable.

6.2.2.5 Unit members may contribute up to a maximum per year of ten (10) days of all types of leave at their daily assigned hours.

6.2.3 Provided that the illness or injury is not work-related, unit members who suffer long-term illness/injury, and who have exhausted all of their paid leave entitlements, may apply for additional paid sick leave.

Allocations will be made in accordance with the following:

6.2.3.1 The unit member must submit a written request on the Sick Leave Bank Application to withdraw leave time from the Sick Leave Bank, indicating the probable duration of the absence and providing the attending physician's certification that the illness/injury is of a serious nature with prolonged treatment required, which precludes the unit member from working. See Appendix A-3.

6.2.3.2 The unit member shall have exhausted all other paid leave entitlements.

6.2.3.3 The unit member to receive benefits must have contributed, within the preceding three school years, at least one day at his or her assigned hours of accumulated sick leave or earned vacation in order to qualify for an allocation of benefits from Sick Leave Bank.

6.2.3.4 The maximum amount of leave that can be allocated per request is 90 days.

6.2.3.5 Sick leave allocated to a unit member under this section shall be the equivalent of the number of hours and days the unit member would have worked except for the illness/injury. Donated leave may not be used to extend the unit member's regular work day, work week, or work year. The total number of hours allocated to and used by a unit member during such catastrophic illness/injury shall be deducted from the amount of time currently available in Sick Leave Bank at the time of the allocation approval.

6.2.3.6 Any days allocated to a unit member, but not utilized during the absence for which the unit member requested the leave, remain in Sick Leave Bank and available for other use.

6.2.4 The Sick Leave Bank Coordinating Committee shall consist of two members appointed by the Association and two members appointed by the District.

6.2.5 The Committee, must approve by majority vote, the unit member's qualifications

for the catastrophic sick leave, and the number of days to be allotted. The decision(s) of the Committee are not subject to the grievance procedure or any other appeal process.

Section 6.3 - Personal Necessity Leave

- 6.3.1 Probationary and permanent unit members may use sick leave benefits, not to exceed seven (7) days in any school year, in case of personal necessity:
- 6.3.1.1 Unit members desiring to use available sick leave for the purposes of personal necessity shall notify and communicate with their immediate supervisor 48 hours in advance of taking such leave, unless an emergency makes such notice impossible. In such case, the unit member shall notify their immediate supervisor as soon as practicable.
 - 6.3.1.2 Personal Necessity shall be used for personal business responsibilities which cannot be taken care of outside of the work hours. Personal Necessity leave will not be approved for purposes of personal convenience or for the extension of a holiday or vacation period, recreational activities or any matters the employee may reasonably disregard.
- 6.3.2 Personal Necessity leave does not accumulate from year to year.
- 6.3.3 Personal Necessity leave may not be claimed for time during which a unit member engages in a work slowdown, walkout or strike.

Section 6.4 – Use of Sick Leave to Attend to the Illness of a Child, Parent, or Spouse

- 6.4.1 Unit members may use up to twenty (20) days of accrued and available sick leave in any fiscal year to attend to an illness or injury of a child, parent, registered domestic partner, or spouse of the employee. Upon approval from the Assistant Superintendent of Human Resources, a unit member may use more than these 20 days from their accrued and available sick leave in a fiscal year for this purpose.
- 6.4.2 “Child” means a biological, foster, or adopted child, a stepchild, child of a registered domestic partner, or a legal ward.
- 6.4.3 “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- 6.4.4 District may require written medical verification of the illness of the child, parent, registered domestic partner, or spouse.

6.4.5 Differential Leave as described in Section 6.7 of this Article may not be used for this purpose.

Section 6.5 - Unpaid Family Leave

6.5.1 A unit member who has worked for the District for more than one year and has worked at least 1,250 hours in the 12 month period, before the date of the commencement of the leave, is eligible for up to 12 weeks of family leave within a 12 month period, defined as a fiscal year.

6.5.2 Family leave may be used for:

6.5.2.1 Birth of a child or placement for adoption or foster care of a child. All leave for “bonding” with a newborn or newly placed child must be used within 12 months of the birth or placement of the child.

6.5.2.2 Care for child, spouse, registered domestic partner, or parent of the unit member with a serious health condition as defined in the law;

6.5.2.3 Serious health condition of the unit member that makes the unit member unable to perform functions of his or her position. (Under the California Family Rights Act (CFRA) “serious health condition” does not include disability due to pregnancy, childbirth or related medical conditions.)

6.5.3 The maximum amount of leave that may be taken for any combination of the above reasons is 12 workweeks in a 12-month fiscal year.

6.5.4 During the period of family leave, the unit member’s health care coverage shall continue at District expense for a maximum of 12 weeks. The unit member must continue to make any employee contributions to health care coverage during the period of unpaid leave. At the conclusion of family leave and all other paid leaves, the unit member may continue health care coverage at the member’s own expense. If the unit member does not return to work following unpaid family leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to the leave; or (2) other circumstances beyond the control of the unit member, the unit member may be required to reimburse the District for its share of health care premiums paid on behalf of the member during the leave.

6.5.5 Upon request of the District, the unit member may be required to submit a statement from a licensed health care provider certifying that the unit member or the family member has a serious health condition as defined by law, the date the condition commenced, the probable duration of the condition, an estimate of the amount of leave needed, and (for a family member) that the condition warrants the unit member's presence to provide treatment or supervision.

- 6.5.6 The unit member shall give the District at least 30 days advance notice of the need for taking leave, except in emergency situations, in which case the unit member shall give the District as much notice as is reasonably possible.
- 6.5.7 Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority or District benefit plans. A unit member returning from family leave shall be entitled to the same or equivalent position.
- 6.5.8 Family leave under these provisions is unpaid. Eligible unit members are required to use sick leave, differential leave, vacation time, or any other paid time off prior to Family Leave. For child bonding purposes, unpaid family leave under this section runs concurrently with CFRA bonding leave described in Section 6.13.

Section 6.6 - Industrial Illness or Accident Leave

- 6.6.1 All unit members of the bargaining unit, shall be entitled to an industrial accident or illness leave of absence not to exceed sixty (60) working days in any one fiscal year for the same accident or illness. When a unit member incurs an industrial accident or illness, he/she should report it to his/her immediate supervisor before the close of the working day in which the accident or illness occurs. A worker's compensation form should be filed with the Assistant Superintendent, Business Services office within twenty-four (24) hours of the time such accident or illness occurs. A unit member has the right to submit a Pre-Designation form (see Appendix) for future worker's compensation needs.
- 6.6.1.1 Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident. A day consists of the unit member's regularly scheduled hours.
- 6.6.1.2 Industrial accident or illness leave shall not accumulate from year to year.
- 6.6.1.3 Industrial accident or illness leave commences on the first day of absence.
- 6.6.1.4 Payment for wages lost any day shall not, when added to weekly compensation granted the unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day(s).
- 6.6.1.5 The sixty (60) day industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

- 6.6.1.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to carry over into the next fiscal year only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- 6.6.1.7 Once a unit member has returned to work, if further medical treatment or therapy is prescribed, appointments for such treatment or therapy if scheduled during working hours, shall be limited to two (2) hours of the unit member's work time, chargeable to industrial accident or illness leave, up to the maximum total allotment of sixty (60) days. If an employee works part-time, doctor appointments related to Workers' Compensation should be made before or after the work day, if possible.
- 6.6.2 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used followed by vacation, earned compensating time, and other available paid time off.
- 6.6.3 If a unit member is receiving Workers' Compensation benefits, he/she shall be entitled to use only so much of his/her accumulated or available paid leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary. The unit member shall endorse to the District wage loss benefit checks received under Workers' Compensation. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

Section 6.7 - 100 Day Extended Sick Leave

- 6.7.1 When a member of the bargaining unit exhausts all paid leaves, including accrued sick leave, vacation time, and compensatory time, and continues to be absent from his/her duties on account of illness or accident, whether or not the absence arises out of or in the course of employment of the unit member, the unit member will then utilize up to 100 days extended sick leave to be paid at 50% of the unit member's current rate of pay regardless if the unit member's absence is filled or not filled by a substitute. This extended sick leave will run consecutively to the unit member's accrued sick leave, vacation time, and compensatory time. In order to qualify for 100 day extended sick leave pay under this provision, a unit member must notify the District of the impending absence at least two (2) hours prior to the start of his/her scheduled work day or as soon as possible. The unit member must provide verification of the need for continued leave by a licensed health care provider.

Section 6.8 - Bereavement Leave

6.8.1 When death occurs in the immediate family of any unit member, the unit member shall be entitled to up to five (5) days leave of absence with pay for bereavement.

6.8.2 “Immediate family” as used in this section, shall consist of: mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse and children of the unit member, the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, step-parent, step-child of the unit member, current brother-in-law, current sister-in-law, aunt, uncle, niece and nephew of unit member or unit member’s spouse, or any person living in the immediate household of the unit member. “Child” means a biological, foster, or adopted child, a stepchild, child of a registered domestic partner, or a legal ward. “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Section 6.9 - Jury Duty Leave

A unit member shall be entitled to leave with pay for time required to serve on jury duty. It is the unit member’s responsibility to report earnings from serving on jury duty and reimburse that amount to the District. Any meal, mileage, or parking allowance received shall not be considered in the reimbursement amount. Jury pay not reimbursed shall be deducted from the employee’s final paycheck in the current fiscal year.

It shall be understood that when a unit member is excused from jury duty with time to perform two (2) or more hours of service during the unit member’s regular work shift, the unit member will return to work. In no instance shall the combination of jury duty hours, travel time and work hours for the District exceed eight (8) hours per day.

Section 6.10 - Military Leave

Unit members shall be granted military leave to which they are entitled by law, and shall retain all rights and privileges granted by law arising out of such service.

Section 6.11 - Retraining and Study Leave

Unit members may apply for Retraining and Study Leave pursuant to Education Code Sections 45380-45387 or their successors. The District retains the right to approve or disapprove requests.

Section 6.12 - Pregnancy Disability Leave (PDL)

- 6.12.1 A unit member disabled by pregnancy, childbirth or related medical conditions is entitled to use sick and differential leave under the same terms and conditions as for other temporary disabilities.
- 6.12.2 Paid leave taken for pregnancy and childbirth-related disability shall run concurrently with any entitlement to unpaid family leave and California Pregnancy Disability Leave (PDL).
- 6.12.3 The beginning and ending dates of pregnancy disability leave shall be determined by the unit member and the unit member's physician.
- 6.12.4 A unit member returning from pregnancy and childbirth-related disability leave shall provide a release from the unit member's physician.
- 6.12.5 A maximum of 84 days of PDL is available to the unit member disabled by pregnancy or childbirth-related conditions. The unit member may be entitled to other unpaid or paid leaves as provided in this Article.
- 6.12.6 Leave under this section shall not be used for child care, child bonding, or childbirth preparation.
- 6.12.7 If the unit member continues to be disabled by pregnancy, childbirth or related medical conditions after exhaustion of all paid and unpaid leave entitlements, the unit member may apply for additional leave without pay or other benefits.

Section 6.13 – Parental Bonding Leave

- 6.13.1 Effective January 1, 2017, unit members will be eligible for up to 12 weeks of paid parental bonding leave as described in this section and Education Code section 45196.1. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.
- 6.13.2 The unit member shall give the District at least 30 days advance notice of the need for taking leave, except in emergency situations, in which case the unit member shall give the District as much notice as is reasonably possible. In the 30-day notice, the unit member will designate the dates in which they wish to use parental bonding leave time, utilizing unpaid leave, sick leave, and/or vacation leave. After the parental bonding dates are utilized as determined by

the unit member, no changes to the taken dates and status can be made retroactively.

- 6.13.3 Unit members may use all current and accumulated sick leave and/or vacation leave during parental bonding leave to supplement pay, for up to 12 workweeks.
- 6.13.4 When a unit member has exhausted all current and accumulated paid leaves and continues to be absent on account of parental (child bonding) leave under the California Family Rights Act (CFRA), the unit member shall be entitled to 50% pay for any of the remaining 12-workweek period. Such 50% pay shall be paid as set forth in section 6.7.1 of this Article but will not count against the 100 day leave entitlement set forth in that section. To use 50% pay for parental leave, the unit member must be eligible for leave under the CFRA as set forth in Government Code section 12945.2 and section 6.5 of this Article, except that the unit member is not required to have worked 1,250 hours in the 12 months immediately preceding the leave.
- 6.13.5 The 12 week period or portion thereof to which the unit member is entitled under CFRA shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental bonding leave.
- 6.13.6 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
- 6.13.7 Any leave taken under this section shall count against any entitlement to child bonding leave under the CFRA and the aggregate amount of parental/child bonding leave taken under this section and CFRA shall not exceed 12 workweeks in any 12-month period.
- 6.13.8 Unit members shall not be entitled to more than 12 weeks of parental leave in any 12-month period.
- 6.13.9 If both parents of a newborn or newly adopted child work for the District, both parents would each be eligible for the 12 weeks of parental bonding leave related to the birth or placement of a child under CFRA. Both parents who are unit members are entitled to use up to 12 workweeks of current and accumulated sick leave for purposes of parental leave.

Section 6.14 - Other Leaves

A leave of absence without pay may be granted for a period of up to six (6) months for such reasons as are deemed satisfactory to the Board of Trustees. The unit member shall be reinstated to the position/classification held prior to the leave of absence. A leave so granted may be extended for an additional period of up to six (6) months period by the Board of Trustees without the position guarantee noted herein.

Section 6.15 - Paid Leave Benefits

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

Section 6.16 - Copy of Absence Report

A unit member shall receive a copy of his/her absence report upon request.

ARTICLE 7 – VACATION ALLOWANCE**2020-2023**

7.1 Bargaining unit members will be entitled to an annual vacation allowance in accordance with the following schedule:

| YEARS OF SERVICE | VACATION DAYS |
|-------------------------|----------------------|
| Year 0 | Prorated share of 12 |
| Year 1 through 4 | 12 |
| Years 5 through 7 | 15 |
| Years 8 through 9 | 16 |
| Years 10 through 11 | 17 |
| Years 12 through 13 | 18 |
| Years 14 through 15 | 19 |
| Years 16 through 17 | 20 |
| Year 18 | 21 |
| Years 19 through 20 | 22 |
| Years 21 through 22 | 23 |
| Year 23 and beyond | 24 |

7.2 Unit members who regularly work a 12-month schedule shall be entitled to the full vacation allotted in 7.1 above. Unit members working less than 12 months or less than 8 hours per day or 40 hours per week, shall receive paid vacation time pro-rated in accordance with actual time served.

7.3 A service year is defined as a fiscal year (July 1-June 30) in which a person is paid for 75% or more of the working days which fall within the normal working period for his/her position.

7.3.1. Year 0 (zero) is defined as an initial work year in which a person is paid for less than 75% of the working days which fall within the normal working period for his/her position within a fiscal year.

7.4 Regularly assigned unit members with either probationary or permanent status shall be entitled to earn paid vacation.

7.5 A probationary unit member shall not be entitled to take earned paid vacation until after satisfactorily completing the six-month probationary period.

ARTICLE 7 - VACATION ALLOWANCE**2020-2023**

- 7.6 With the approval of the immediate supervisor, unit members may utilize earned vacation time in the same fiscal year in which it is earned. Any remaining earned vacation will generally be scheduled and taken during the next fiscal year. A twelve (12) month unit member will not carry more than two (2) years of unused vacation time at any time. The District shall develop a plan with the employee to schedule the use of any earned vacation time in excess of two years of accrued vacation allowance. The two years is equivalent to the number of vacation days earned in the past two years by the employee.
- 7.7 Nine and one-half (9 ½) month, Ten (10) month and ten and one-half (10 ½) month employees shall take earned vacation during the fall, winter, spring, and/or summer recess periods or at such other times when it will least effect the efficiency of the school or department such as non-instructional days unless otherwise approved by his or her supervisor. All accrued vacation days not paid in this manner shall be paid at the close of the current work year. All 12 month employees are allowed to have up to 3 vacation days paid out per school year. The Payroll Department will send out a vacation pay out election form to all 12 month employees that also shows the employee's vacation balance. Employees are required to submit the vacation pay out election form to the Payroll Department by May 15th, of each school year if they wish to have 1, 2, or 3 days paid out in their June pay warrant.
- 7.8 If an employee is not permitted by the District to take vacation which cannot be carried forward, the employee shall be paid for that time.
- 7.9 No vacation shall be taken at a lesser unit than one (1) hour at a time.
- 7.10 Upon separation from District service, a permanent unit member shall be paid for accumulated vacation credit at the rate of pay applicable. No payment shall be made for accumulated vacation to a probationary unit member who terminates or who is terminated prior to the completion of the probationary period.
- 7.11 All unit members employed twelve (12) months per year shall be credited their vacation allotment at the beginning of the fiscal year in July.
- 7.12 In accordance with 8.14.2, on staff development days, that are outside of and in addition to the instructional year of 180 days and which occur during the school year, classified employees who are not assigned to work or attend training may take vacation or a non-paid day. No other employee leaves may be taken on this day.

Section 8.1 - Workweek

The workweek for regular, full time unit members shall consist of five (5) consecutive days of eight (8) hours per day, and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry out the business of the district.

Work Week - the work week shall be defined as Monday through Sunday.

Outside of the 180 day instructional calendar (Summer Recess), the District has the right to establish a ten hour per day, forty hour, four consecutive day workweek. The District shall have the discretion on a case by case basis to permit an employee to work an eight hour per day, five day workweek based upon the needs of the District and there is no negative impact to the operational, educational and financial needs of the District.

Section 8.2 - Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement.

Section 8.3 - Lunch Periods

- 8.3.1 All unit members covered by this Agreement who are scheduled to work six (6) or more consecutive hours per day shall be assigned an unpaid, uninterrupted meal period of at least thirty (30) minutes and a maximum of sixty (60) minutes. Such meal period shall be assigned at or about the mid-point of each work shift.
- 8.3.2 In the event an emergency occurs and a unit member is required to work during his/her lunch period, the unit member shall receive pay or compensatory time at the rate of time and one-half (1 1/2) for all time worked during the normal lunch period if such work results in more than an eight (8) hour working day.

Section 8.4 - Rest Periods

- 8.4.1 All bargaining unit members shall be granted paid rest periods at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. A good faith effort should be made to schedule rest periods in the middle of each work shift as practicable as determined by the unit members and supervisors. Members will be allowed to leave District property during such rest periods. Rest periods shall not be taken to alter the scheduled work day.
- 8.4.2 An employee scheduled to work 3.5 hours or more in a given shift shall be granted a 15 minute paid rest period. When an employee works at more than one location, the drive time between locations shall not be considered a scheduled break.

Section 8.5 - Overtime

- 8.5.1 Except as expressly provided herein, overtime is to be granted in accordance with the Fair Labor Standards Act when required and authorized. Such overtime shall be approved and reported according to procedures established by the Assistant Superintendent, Human Resources. All overtime hours as defined in this section, shall be calculated based on the unit member's regular rate of pay and compensated at the overtime rate of pay or equivalent in compensatory time.
- 8.5.2 Whenever a unit member is required to work on a designated holiday, he/she shall be paid at the rate of one and one-half (1 ½) for all hours worked in addition to the amount of money which the employee would have received had he/she not worked during the holiday.
- 8.5.3.1 Any unit member shall be compensated for any work required to be performed on the sixth (6th) consecutive day at one and one-half (1 1/2) times and on the seventh (7th) consecutive day at two (2) times the regular rate of pay of the unit member authorized to perform the work.
- 8.5.4 A unit member who works overtime may be compensated with compensatory time off in lieu of overtime pay. Approval for compensatory time off shall be at the discretion of the supervisor.

Section 8.6 - Assignment of Overtime

When overtime is required, the District will first offer the overtime to appropriate unit members whose class descriptions include the duties to be performed, and who volunteer to work the overtime, on a rotating basis at the site.

Section 8.7 - Bus Drivers**8.7.1 Layover Time**

Layover time for bus drivers required by the District of up to thirty (30) minutes between any two (2) runs, shall be compensated at the bus driver's regular rate of pay.

8.7.2 Assignment of Routes and Bus Bidding

A regular bus driver may bid on any bus by signing the appropriate bid sheet.

The bid sheet for buses that become available during the summer will be posted on the first working day in October of each year and remain posted for a period of five (5) working days. During the school year, bid sheets for new or unassigned buses shall be posted as soon as possible, but no later than ten (10) working

days after a bus becomes or has been unassigned for a period of five (5) working days.

If all drivers who have bid are qualified, seniority will determine the person to whom the bus will be assigned.

Prior to posting bus bid sheets, the District will assign routes to each bus; recognizing, however, that routes may be changed or adjusted by the District as needed in the interest of an efficient transportation operation.

- 8.7.3 Each month the District shall post the hours worked by each individual bus driver during the preceding month.

Section 8.8 - Compensatory Time Off

Compensatory time off shall be used in accordance with the Fair Labor Standards Act. When possible, under the Act, compensatory time shall be used within twelve (12) calendar months following the month in which the overtime was earned and without impairing the services rendered by the District. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 8.5 of this Article. Unit members shall be reminded by their supervisor twice a year of their compensatory time off balance.

Section 8.9 - Minimum Call in Time

Any unit member called in to work on a day when the unit member is not regularly scheduled to work, or is called back to work after completion of his/her assignment, shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. Any unit member called in under this section shall be reimbursed in accordance with federal income tax guidelines for the miles to and from the member's home and the District facility. An extension of work time either before or after the scheduled work day does not constitute a "call back". A unit member subject to an extension of work time shall be compensated appropriately.

Section 8.10 - Adjustment of Working Hours

- 8.10.1 Any member in the bargaining unit who works an average of fifteen (15) minutes up to twenty-nine (29) minutes per day in excess of the unit member's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the right to request a review of the unit member's regular assigned/adjusted working hours by the unit member's immediate supervisor to establish whether or not the unit member's regular assigned time should be adjusted upward to reflect the longer hours. If, after the receipt of this request the supervisor continues to work the unit member for an average of fifteen (15) minutes up to twenty-nine (29) minutes per day in excess of the unit member's regular assigned working hours for an additional ten (10) days, the hours shall be

automatically adjusted upward to reflect the actual average.

- 8.10.2 A member in the bargaining unit who works thirty (30) minutes or more per day in excess of the unit member's part-time assignment for a period of twenty (20) consecutive working days or more, shall have the unit member's basic assignment changed to reflect the longer hours.

Section 8.11 - Examination Time

Any unit member required by the District to take any examination shall be paid at the unit member's current rate of pay for all time involved. If the District provides release time during the unit member's work day to complete the examination, the unit member will receive their regular pay within their contracted work day. If the District does not provide release time during the unit member's work day to complete the examination and the unit member is required to complete the examination after their regular work hours, the unit member will be compensated at the appropriate rate of pay as outlined in this Article (Article 8).

Section 8.12 - Testing Time

A unit member wishing to test for a District position for which the unit member is qualified, shall be permitted to do so without loss of salary if the test is held during the unit member's work assignment.

Section 8.13 - Summer School Assignments

- 8.13.1 Summer assignments required by the District shall be offered to unit members who qualify for the position and who are available to work in the summer assignments outside of their regular contracted work year. Assignments shall be offered to qualified unit members on a seniority rotation basis by classification. In order to be eligible for a summer assignment, unit members must have received a satisfactory evaluation in the area of attendance during the previous year. In the event the unit member has been identified ineligible for a summer school assignment due to an unsatisfactory evaluation in the area of attendance, the unit members has the right to appeal their ineligibility to work summer with the Assistant Superintendent of Human Resources and CSEA. A unit member assigned to work a summer assignment shall receive, on a pro-rated basis, not less than the compensation and benefits which are applicable to the classification during the regular academic year.
- 8.13.2 Prior to sending summer school assignments to the Board of Trustees, the District will notify the Association of any deviation from seniority in the selection of unit members to work summer assignments; specifying the reasons or needs

therefore. The District and the Association will meet, at the request of the Association, to discuss and attempt to reach agreement on any disputed issues.

Section 8.14 – Non-Instructional Days

- 8.14.1 On Teacher Preparation Days during the school year, part-time unit members who want to work can do so. Part-time unit members choosing not to work may take vacation or a non-paid day. No other leaves may be taken on this day.
- 8.14.2 On staff development days, that are outside of and in addition to the instructional year of 180 days and which occur during the school year, unit members who are not assigned to work or attend training may take vacation or a non-paid day. No other leaves may be taken on this day.
- 8.14.3 In accordance with article 7.7, nine and one-half (9 ½) month, ten (10) month, and ten and one-half (10 ½) month unit members shall take earned vacation during the fall, winter, spring, and/or summer recess periods or at such other times when it will least effect the efficiency of the school or department such as non-instructional days unless otherwise approved by the unit member's supervisor.

Section 8.15 – Staffing Formula Committee

A committee will review and develop recommendations for staffing ratios.

Section 9.1 - Regular Rate of Pay

- 9.1.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the salary schedules included in the appendix.
- 9.1.2 Members of the bargaining unit who work twenty (20) hours or more per week on a regular schedule, shall be paid twice per month payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. All other members of the bargaining unit shall be paid on or before the tenth (10th) day of the month. If the normal pay day falls on a Saturday, Sunday, or a holiday, the paycheck shall be issued on the preceding work day.
- 9.1.3 Any payroll adjustment due a member of the bargaining unit, shall be made and a supplemental check issued when the Payroll Department is made aware of the problem.
- 9.1.4 The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement.
- 9.1.5 Any employee receiving a promotion shall advance to the step in the salary range for the class to which promoted that is at least four percent (4%) above the previous rate.

Section 9.2 - Wage Adjustments

As part of a three-year contract from July 1, 2020– June 30, 2023, compensation shall consist of the following elements:

- 1% salary schedule increase 2020-2021 retro to July 1, 2020
- 4.25% salary schedule increase 2021-2022 retro to July 1, 2021
- \$600,000 Benefits contribution increase 2021-2022 on-going
- \$490,050 Benefits contribution increase 2022-2023 on-going
- \$350 for non-benefitted employees (prorated based on 29.5 hours per week) one-time bonus 2021-2022 with a \$100 minimum guarantee
- In addition to the compensation described in Article 9, Section 9.2 of this agreement, the District and Association agree to a contingency clause designed to help ensure that the District expends unrestricted monies from the 2021-2022 school year. Per this agreement, if the District ends the 2021-2022 budget with an ending fund balance that is greater than the beginning fund balance, the additional balance that is less than or equal to a 2% salary increase for the 2021-2022 school year shall be distributed to unit members as a one-time payment. In order to determine the amount, if any, of unrestricted carryover funds, Section E, NET INCREASE (DECREASE) IN FUND BALANCE (C + D4), in the Unrestricted (A) cell

of the 2021-2022 Form 01 Unaudited Actuals Report shall be used. All unit members sharing a contract Article 9, Section 9.2, shall receive one share of the payment proportional to the percentage of the contract the unit member is working. Unit members working less than the full 2021-2022 school year will receive a prorated amount based on the percent of the school year worked.

Section 9.3 - Mileage

Any member in the bargaining unit who has permission to use their vehicle on District business, shall be reimbursed in accordance with established federal income tax guidelines. Reimbursement shall be for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the member's normal job site after the completion of District business. This amount shall be payable in a separate warrant.

Section 9.4 - Health and Welfare Benefits

- 9.4.1 The District will maintain a 3-tier benefits model for employee and dependent medical, dental and vision coverage for each unit member working thirty (30) hours or more per week on a regular basis beginning with the second full calendar month after employment. The actual amount of the District's contribution will depend upon the unit member's selection of carrier based upon the medical benefits tier selected by the employee (Employee Only [\$9,616], Employee + 1 [\$12,679], Family [\$15,916]). Should an employee change benefit tiers, the District shall contribute up to the maximum cap based upon the new benefit tier selected by the employee.
- 9.4.2 The health and welfare benefit contribution shall be applied only to the following: medical, dental, and vision, through any entity selected by CSEA.
- 9.4.2.1 CSEA members shall be allowed to opt out of medical, dental and/or vision coverage; unless the insurance provider requires all unit members to carry that particular form of the health and welfare benefit plan options. If a member opts out they must provide evidence of a qualifying event to re-enroll outside of the open enrollment period.
- 9.4.3 All unit members shall be provided with District-paid \$20,000 life insurance.
- 9.4.4 Expenditures for selected mandatory coverage which exceed the District's annual allocation shall be made by payroll deductions from the unit member's earnings.
- 9.4.5 All unit members shall be covered by State Disability Insurance (SDI) at the unit member's expense.

Section 9.5 - Early Retirement Benefit

- 9.5.1 Unit members who have reached their fifty-fifth (55th) birthday shall be provided with the following retiree health benefits:
- 9.5.1.1 Unit members retiring with 20 years permanent service in the District immediately prior to retirement and who received health and welfare benefits during the duration of their final year of employment with the district shall be provided with one hundred percent (100%) of the cap of the then current unit member District maximum contribution toward the District's standard medical, vision and dental plans.
 - 9.5.1.2 Unit members retiring with 15 years permanent service in the District Immediately prior to retirement and who received health and welfare benefits during the duration of their final year of employment with the district shall be provided with seventy-five percent (75%) of the cap of the then current unit member District maximum contribution toward the District's standard medical, vision and dental plans.
 - 9.5.1.3 Unit members retiring with 10 years permanent service in the District immediately prior to retirement and who received health and welfare benefits during the duration of their final year of employment with the district shall be provided with fifty percent (50%) of the cap of the then current unit member District maximum contribution toward the District's standard medical, vision and dental plans.

In each of the above sub-sections, retirees shall be required to pay for the cost of their plan choices in excess of their percentage allocation of the District contribution for unit members for the District standard medical, vision and dental plans. For eligible retirees who retired prior to October 1, 2016 the District contribution shall be up to a maximum of \$10,412.80 regardless of the benefit tier selected. For eligible retirees who retire on, or after October 1, 2016 the actual amount of the District's contribution will depend upon the unit member's selection of carrier based upon the medical benefits tier selected by the retiree (Employee Only [\$9,616], Employee + 1 [\$12,679], Family [\$15,916]). Should a retiree change benefit tiers, the District shall contribute up to the maximum cap based upon the new benefit tier selected by the employee. The District shall continue the coverage until the retiree reaches the age of 65 or is eligible for Medicare, whichever occurs first; or on the date the retiree determines to discontinue the coverage prior to age 65. During such time, the retiree may opt for dependent coverage under the terms provided in Sections 9.5.1-9.5.1.3 above.

Retirees will be notified of the termination of benefits at least six (6) months prior to the effective date.

GRANDFATHERED EMPLOYEES

9.5.2 Unit members employed by the District as of June 30, 2008, who retired from the District on or before June 30, 2009, shall be provided with the following retiree health benefits outlined under “GRANDFATHERED EMPLOYEES” (9.5.2.1 – 9.5.2.3) of the Collective Bargaining Agreement in effect for the 2008-2009 year.

Section 9.6 - Longevity Pay

The District agrees to compensate unit members in addition to their placement on the salary schedule, for long term service. The unit member would be awarded non-compounding 2.5% increments per 10th, 15th, 20th, 25th, 30th, 35th and 40th years as follows:

| | % Increase per Anniversary | | | | | | | Total Increase to the base salary schedule rate |
|-----------|----------------------------|------|------|------|------|------|------|---|
| 10th Year | 2.5% | | | | | | | 2.5% |
| 15th Year | ~ | 2.5% | | | | | | 5.0% |
| 20th Year | ~ | ~ | 2.5% | | | | | 7.5% |
| 25th Year | ~ | ~ | ~ | 2.5% | | | | 10.0% |
| 30th Year | ~ | ~ | ~ | ~ | 2.5% | | | 12.5% |
| 35th Year | ~ | ~ | ~ | ~ | ~ | 2.5% | | 15.0% |
| 40th Year | ~ | ~ | ~ | ~ | ~ | ~ | 2.5% | 17.5% |

Section 9.7 - Inconsistent Duties - Compensation

9.7.1 When a permanent unit member is temporarily assigned to perform the duties of a position in a higher class in excess of five (5) days, the unit member shall be paid on the step of the salary range for the class that is on the next step above the rate the unit member is receiving in their regular class for the entire period.

Section 9.8 - Anniversary Date and Step Advancement

9.8.1 Unit members who begin work on the first through the fifteenth working day of any month, shall be entitled to an anniversary date effective the first day of that month. Unit members who begin work on the sixteenth through the thirty-first working day of any month, shall be entitled to an anniversary date on the first day of the following month. The anniversary date shall not change.

- 9.8.2 Unit members placed on Step 1 of the salary schedule shall advance to Step 2 on the first of the month which is one year from the anniversary date established above. Each succeeding step shall be obtained one year from attainment of the preceding step until the maximum step in the class has been achieved.
- 9.8.3 Unit members must complete seventy-five percent (75%) of the work days between anniversary dates to be eligible for the annual increment.

Section 9.9 – CPR/First Aid Training

In the event that the District requires CPR and/or first aid training for a unit member to perform an essential function of the unit member's job description the District shall provide training opportunities for the unit members. If the member chooses to participate in training outside the District's offerings the unit member incurs the full cost of the training. Any license or certification fee is the responsibility of the unit member.

Section 9.10 - Online Professional Growth

All unit members, regardless of their daily hours of work or classification, may earn up to their daily average of their weekly contracted hours, at their hourly rate, during one contracted work year after completing approved hours of professional growth; these professional growth hours must be outside of their normal duty hours. Professional growth hours will be approved by department or site supervisor prior to attending; professional growth can be through digital or face to face format based on a menu of items given by the school district in any given year. Extra hours will be recorded in monthly time and attendance after professional growth hours are completed.

Section 10.1 - Holidays

- 10.1.1 Unit members will receive eighteen (18) annual paid holidays. Precise dates will be announced at the time the school calendars are adopted.
- 10.1.2 Unit members who work in the Extended School Program and Early Education Program serve students 246 days a year and will need to utilize a unique calendar with a flexible holiday schedule. The paid holidays that fall within the Thanksgiving and Winter Break period will be considered flexible holidays as it pertains to the Extended School Program and Early Education Program. If an unit member works on a scheduled paid holiday on the district adopted calendar, they will be able to flex the paid holiday to an alternate day approved by their supervisor.

Section 10.2 - Additional Holidays

Every day declared by the appropriate governmental authority as a public fast, thanksgiving, or a holiday for which the public schools are specifically closed under the terms of the declaration, shall be a paid holiday for all unit members who are eligible for the holiday.

Section 10.3 - Holidays on Saturday or Sunday

When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

Section 10.4 - Holiday Eligibility

A unit member must be in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday or holiday period.

Section 11.1 - Tools

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

Section 11.2 - Physical Examination

Any time the District requires a unit member to have a physical examination or if such an examination is a condition of continued employment, the District will pay for the examination in full by a District-appointed physician.

Section 11.3 - License Fees

Except for regular California driver's licenses, the District shall reimburse grounds maintenance personnel, sprinkler repair technicians, and school bus drivers for the out-of-pocket costs for retention or renewal of licenses and for certificates required for the continuation of their employment.

In the event a unit member's job description is modified after employment to require a license or certificate as a newly established condition of employment for the unit member's current position, the District shall pay fees required for the license or certificate.

- 12.1 The District shall, within the limitations of its financial capabilities, provide unit members with safe working conditions.
- 12.2 The District shall attempt to comply with the provisions of California State Occupational Safety and Health Act regulations and the appropriate local authorities, if applicable.
- 12.3 Should the District determine that the employment duties of a member in the bargaining unit require the use of any equipment or gear to insure the safety of the member or others, the District agrees to furnish such equipment or gear.
- 12.4 A unit member should submit written recommendations on the appropriate district form to the immediate supervisor regarding the maintenance of safe working conditions, facilities, equipment, safety gear, repairs and modifications, and other practices necessary to insure safe working conditions. No unit member shall be in any way discriminated against as a result of reporting any condition believed to be an unsafe condition.

- 13.1 The evaluation of unit members is an ongoing process, however, periodic performance reports will be completed. Permanent unit members whose performance meets or exceeds standards in every area, will be evaluated every other year. The performance report must be completed and the conference held with the unit member, if the unit member is available, anytime between January 1 and March 31. If a unit member receives a performance rating of unsatisfactory in any area(s), the evaluation on the specific area(s) will take place annually or repeatedly as deemed necessary until the performance meets standards. If a permanent unit member receives an overall rating of Needs to Improve or Unsatisfactory, the entire evaluation will take place annually or repeatedly as deemed necessary, until the overall performance meets or exceeds standards.
- 13.2 Performance reports shall be completed on the forms included in the Appendix. A conference must be held with the unit member about the performance report prior to placement in the personnel file. If the unit member is not available for a conference, the report will be placed in the personnel file and a conference will be held when the unit member becomes available. The unit member will be given a copy of the report and may write a response within thirty (30) days which will also be placed in the file.
- 13.3 If a permanent unit member receives a Needs to Improve or an Unsatisfactory rating in any category on a performance report, the supervisor will meet with the unit member within 75 days of the conference to discuss progress towards improvement and provide the unit member a subsequent evaluation. Failure to make improvement in overall performance to meets or exceeds standards will constitute sufficient grounds for disciplinary action that may lead to dismissal and/or separation from the District.
- 13.4 Probationary unit members will be evaluated at least twice during the probationary period.
- 13.5 Whenever possible, evaluations shall be based on direct observations by the supervisor and standards of performance required to accomplish the job. Whenever performance is judged not meeting standards on matters the supervisor does not directly observe, every attempt will be made to verify that less than satisfactory performance.
- 13.6 Unit members are to be evaluated by their immediate supervisor. This is the person who assigns, monitors, and supervises the unit member. Unit members with more than one immediate supervisor shall receive a performance report from each.
- 13.7 All evaluation related materials shall be kept in confidence and be available to other District staff only when necessary in the administration of the District or the supervision of the unit member.

ARTICLE 13 - EVALUATIONS**2020-2023**

- 13.8 A committee will be created to develop a process in order to design a job specific component to the evaluation instrument. The preliminary timeline includes piloting the new instrument for 2015-2016.

Section 14.1 - Definition

Disciplinary action includes any action whereby a unit member is subject to a written warning, reprimand, suspension, demotion, or dismissal. Disciplinary action shall be based on conduct which occurred, and which was known, within two (2) years of the date of the discipline. Conduct which occurred earlier may be taken into account in determining the appropriate disciplinary action.

Section 14.2 - Grounds for Disciplinary Action

Disciplinary action shall be imposed on permanent employees only for cause. The most common causes for disciplinary action include, but are not limited to, the following:

- 14.2.1 Incompetency - a pattern of below standard work performance.
- 14.2.2 Inefficiency - the continued inability or unwillingness to perform the assigned duties of the position in an efficient manner.
- 14.2.3 Insubordination - knowingly refusing to perform lawfully assigned duties or not following instructions of a supervisor.
- 14.2.4 Abandonment of position - absence of three consecutive working days without notification or permission.
- 14.2.5 Absences - unexcused absences, abuse of sick leave, absence without notification or failure to follow appropriate call-in procedures.
- 14.2.6 Tardiness - repeated and unexcused tardiness in reporting to work at assigned time or leaving early without authorization.

Section 14.3 - Progressive Discipline

In situations where a unit member's conduct warrants progressive discipline, the following procedures shall be followed by the immediate supervisor. It is understood that some offenses may warrant the starting of discipline at a step other than 14.3.1. In some situations, a unit member's conduct may warrant termination without progressive discipline.

- 14.3.1 Verbal Warning - a discussion at an informal meeting between the unit member and supervisor regarding the unit member's performance.
- 14.3.2 Written Warning - a written memo to the unit member which states the unacceptable conduct or specific performance which needs to improve.

A Performance Improvement Plan will be developed when appropriate. This is a plan for improving the unit member's performance which is developed with input from the unit member. The plan must be completed on the form included in the Appendix A-5.

ARTICLE 14 - DISCIPLINE**2020-2023**

- 14.3.3 Written Reprimand - a written memo to the unit member regarding the continued failure to improve, citing specifics and consequences. This Written Reprimand, along with the Performance Improvement Plan, if any, and the Written Warning, will be placed in the unit member's personnel file.
- 14.3.4 Suspension - the unit member may be suspended by the Board of Trustees for up to thirty (30) days without pay.
- 14.3.5 Demotion or Dismissal - in the event the unit member's behavior continues for the same or substantially related cause, demotion or dismissal will result.

Section 14.4 - Personnel Files

- 14.4.1 Derogatory information shall not be placed in a personnel file until the unit member is given the opportunity to review and sign it. The unit member has the right to respond in writing within thirty (30) days. The written response will be placed in the file.
- 14.4.2 A unit member shall have the right, at reasonable times, to examine material from the unit member's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment in the District of the unit member involved. Upon request, copies of the material shall be furnished to the unit member for the cost of duplication.

Section 14.5

Nothing in this Article is subject to the grievance procedure except Section 14.4.

Section 15.1 - Layoff Procedure

Whenever, because of lack of work or lack of funds, it becomes necessary to lay off unit members, such layoffs shall be conducted in accordance with the procedures set forth in the Education Code, Section 45117, and the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class, plus equal and/or high classes, shall be laid off first. Unit members who have been laid off shall have the right of preferential reemployment. Reemployment shall be in the reverse order of layoff. The Assistant Superintendent, Human Resources shall prepare a layoff list by class and it shall be certified for use in carrying out all applicable rules in regard to layoff.

Section 15.2 - Computation of Seniority

15.2.1 For purposes of this Article, seniority shall be determined by the unit member's original "date of hire" in the classification or by "date of hire" in an equal and/or higher related class. "Date of hire" in a class shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service except as otherwise provided by law.

No seniority shall be earned during unpaid periods of separation from the service of the school district in excess of thirty (30) working days per year except for military leave. Time spent on military leave shall count toward seniority provided that the unit member returns to active service with the District within six (6) months of release or discharge from the military under honorable conditions.

A permanent unit member who is laid off and is subsequently reinstated, shall regain the seniority status held prior to the time of layoff.

15.2.2 In the event of a tie in a class, preference would be given to the unit member with the longest total service with the District. If a tie still exists, the unit members will draw lots to determine preference.

15.2.3 Should a unit member voluntarily separate from service and be subsequently reemployed, all time spent working in the class shall count toward seniority accrual when the period of separation does not exceed 39 months.

15.2.4 When reclassification results either in the merger of two or more classes or in the separation of a class into two or more classes, seniority rights of regular unit members who are reclassified with their positions, shall be computed from the date of their earliest entrance into regular service in such former classes.

15.2.5 A unit member transferred from one class to another shall retain seniority in the former class; seniority in the new class shall begin on the date of transfer.

Section 15.3 - Types of Seniority Lists

In computing seniority for a single class with both full-time and part-time positions, only one list shall be prepared which shall include both the full-time and part-time positions.

Section 15.4 - Layoff of Limited Term Unit Members

- 15.4.1 No probationary or permanent unit members shall be laid off from any position while unit members serving under limited term appointment are retained in positions of the same class unless the unit member declines the limited term position.
- 15.4.2 A limited term unit member may be separated at the completion of the assignment without regard to the procedures set forth in this Article.
- 15.4.3 Unit members who are laid off due to a reduction in staff, shall have a layoff date which is the last day worked.

Section 15.5 - Displacement Rights

- 15.5.1 Permanent unit members who are to be laid off may exercise displacement rights in their class or in any class with the same or lower maximum salary in which they hold seniority credit greater than an incumbent. The unit member ultimately displaced shall be the one with the last seniority in the class plus equal and higher classes. In determining displacement rights, the following criteria shall apply:
 - 15.5.1.1 To be considered for demotion in lieu of layoff, the Assistant Superintendent, Human Resources must be notified in writing not later than five working days after receiving Notice of Layoff and displacement rights.
 - 15.5.1.2 In cases of reclassification, reorganization, or abolishment of positions, or in cases where the unit member is promoted and subsequently terminated during probation, an incumbent's seniority in the class plus equal and higher classes, shall be computed as stated in Section 15.2.
 - 15.5.1.3 A unit member may displace that unit member within the classification in which they hold seniority credit who has the least seniority in the class plus equal and higher classes.
 - 15.5.1.4 A unit member who displaces in a classification having full time and/or part-time positions, will be placed in a position within that classification which will provide the most hours possible based on seniority as it relates to the seniority of other unit members within such classification.

- 15.5.1.5 A unit member who has voluntarily accepted a demotion, will retain seniority in the higher class and can count that seniority from the higher class in the lower class, but shall not have displacement rights in the higher class.
- 15.5.1.6 Any unit member replaced by demotion of another unit member who is exercising displacement rights because of layoff, shall have the same option of demotion afforded by this rule as if the position had been abolished or discontinued.
- 15.5.1.7 A unit member who waives the opportunity to displace within the classification following layoff, may follow these procedures in any equal or lower related classifications in which seniority credit is held or be placed on a reemployment list.
- 15.5.1.8 A unit member who is laid off may request demotion to a lower classification in which the unit member had not served in a permanent or probationary status if there is a vacant position in the lower classification and the unit member is qualified to fill it.
- 15.5.1.9 Displacement to a lower class shall be considered a voluntary demotion.
- 15.5.1.10 A unit member shall have the option of taking retirement in lieu of layoff. Those unit members would still be placed on the reemployment list for the classification for which layoff would have occurred for a period of thirty-nine (39) months.
- 15.5.1.11 If a unit member displaces in a position in which they held seniority and the position qualifications have changed in the interim, the unit member displacing must meet the current qualifications.

Section 15.6 - Reemployment Following Layoff

- 15.6.1 A unit member, after having had the opportunity to exercise all rights under this Article, who must be laid off, will be placed on a reemployment list for a period of up to thirty-nine (39) months, and selected first in reverse order of layoff for the first opening occurring in any class in which they had seniority. The reemployment list for a class shall be used before any other means of filling vacancies for the class. The following criteria shall also apply:
 - 15.6.1.1 A unit member on a reemployment list may decline two offers of reemployment in the former class. After the third refusal, no additional offers need be made and the unit member shall be considered unavailable until they indicates otherwise in writing. The refusals do not affect placement on the reemployment list.

- 15.6.1.2 Unit members on an eligibility list who are laid off, retain the position on the list until placed or the list is abolished.
- 15.6.1.3 Unit members on a reemployment list shall be eligible to compete in promotional examinations for which they qualify.
- 15.6.1.4 Unit members laid off shall be afforded substitute employment in any class within the district for which they meet minimum qualifications in accordance with seniority as provided in this Agreement.

Section 15.7 - Reemployment after Demotion

A unit member who has accepted a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff, has the right to be reemployed in accordance with seniority in a vacant position in the former class within thirty-nine (39) months. Intervening assignments in other classes shall not cancel that right. If not reemployed in the former class within thirty-nine (39) months, the unit member shall be eligible for appointment to a vacant position in that class without examination, for an additional period of up to twenty-four (24) months, provided the same tests of fitness under which the unit member qualified for appointment to the class still apply and they are able to meet the current qualifications of the position.

Section 15.8 - Definitions

- 15.8.1 ***Layoff Reemployment List*** - a list of names of persons who have been laid off from permanent positions by reason of lack of work or funds or other reasons specified in this contract, and who are eligible for reemployment without examination in their former class, arranged in order of their right to reemployment.
- 15.8.2 ***Length of Service*** - for purposes of this Article, means cumulative time employed in a classification plus any equal related and/or higher related classifications; commencing with the first day of employment following selection from an appropriate employment list.

Section 15.9 - Notification

The Assistant Superintendent, Human Resources, shall meet with the Association regarding all planned layoffs or reduction of hours prior to Board action.

Section 15.10 - Miscellaneous Provisions

- 15.10.1 Unit members to be laid off who have three (3) or more years of service with the District, shall be entitled to use up to one (1) day per year of service of paid release time to seek and secure other employment.
- 15.10.2 Unit members who have District-paid health benefits at the time of layoff shall continue to receive medical benefits for ninety (90) days following date of layoff or until such time as the person becomes otherwise gainfully employed, whichever comes first.
- 15.10.3 Laid-off unit members shall be paid for any accrued and unused sick leave, to a maximum of ten (10) days at time of layoff. As an alternative, unit members shall have the option of maintaining accrued and unused sick leave to be fully credited upon the time of reemployment.
- 15.10.4 In the event that any positions impacted by the Board of Trustees layoff resolution are represented by an exclusive collective bargaining representative, the District shall notify such representative of the impending effects of the resolution, and afford such representative an opportunity to meet and discuss the effects prior to sending out any of the layoff notices. The District shall also provide the exclusive collective bargaining representative with a copy of each layoff notice issued to a unit member.

Section 16 - Professional Growth Program

The District's Professional Growth Program is designed to provide an opportunity for professional and personal growth for permanent unit members through continuing education. It is intended to recognize an employee's voluntary effort to increase their general and/or specific value to the District. The program will allow employees the opportunity to increase skills and earn salary advancement. The filing of an application and the securing of prior approval for the program by the Assistant Superintendent, Human Resources, is a requisite for participating in the program. Those interested in participating need to contact the Classified Human Resources office for applications and further details. (See Appendix A-6)

Those approved for participation in the program are eligible to receive one (1) growth increment stipend for each ten (10) professional growth points accumulated.

Section 16.1 - Earning Points

One (1) point for each full semester unit taken at a community college or university. One (1) point for each ten (10) hours of classroom instruction for ROP, adult education, or trade school classes where college equivalent units are not granted. One (1) point for each ten (10) hours of attendance at job-related lectures, training programs, seminars, and District workshops. No points will be earned if a unit member is receiving compensation, compensatory time, release time or at a District-paid/reimbursed activity.

Section 16.2 - Receiving Credit

In order to receive credit, course work must be taken at accredited or approved schools; classes and/or training sessions may not be taken during the employee's regular hours. Unit members must receive a passing grade of "C" or better. Training sessions, job-related lectures, seminars, and workshops must be approved by the unit member's supervisor and the Assistant Superintendent, Human Resources.

Section 16.3 - Growth Increments

An approved unit member will receive a one-time stipend of five hundred dollars (\$500) for each ten professional growth points accumulated. Maximum annual District total contribution will be twenty thousand dollars (\$20,000).

Section 16.4 – Stipends

Each unit member has a limitation of two stipends per year and a lifetime limitation of 12 stipends, which is approximately equivalent to 120 college semester units, or a 4 year degree. Each year, additional stipends may be awarded if money is still available. These must be approved by the Assistant Superintendent, Human Resources.

- 17.1 The Association and its unit members agree not to encourage or participate in any strike, walkout, slowdown, unlawful picketing, or other work stoppage during the life of this Agreement.
- 17.2 The District agrees not to engage in or participate in a lockout affecting the Association and its unit members during the term of this Agreement.

- 18.1 If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulations, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be suspended and be of no effect hereunder so long as such law, rule, regulations, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any Article or Section of this Agreement the parties agree to meet and begin negotiations on a successor Article or Section within thirty (30) days after such determination.

- 19.1 The Association and the District agrees that each party had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating, according to state law. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to Article 20 herein, the Association and the District specifically waive the right to demand or to petition for changes to provisions in this Agreement, unless otherwise required by law, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiation.
- 19.2 The parties are committed to Interest Based Bargaining. Changes to Interest Based Bargaining would require the parties to bargain an alternative process.

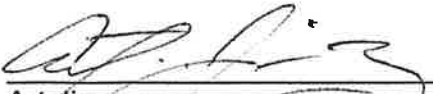
ARTICLE 20 - AGREEMENT

2020-2023


The parties agree that this concludes negotiations for the 2020-2021 and 2021-2022 and school years, as part of a three-year successor agreement, expiring June 30, 2023. For the 2022-2023 school year, the parties may reopen Article 9, Pay and Allowances and up to three additional Article selected by each party. For the 2021-2022 school year, the parties agree that they may reopen Article 9: Pay and Allowances, only should the State of California approve a budget that provides greater than full on-going funding for LCFF, increased projected COLA, additional one-time funding, or, in the alternative, does not fully fund LCFF or the projected COLA. Either party, if determined necessary, may reopen negotiations at any time upon mutual written agreement excluding Article 9 as described above.

Upon ratification by the exclusive bargaining unit, the signatures which follow indicate this Agreement has been adopted by the employer and the exclusive bargaining unit.

All other provisions of the collective bargaining agreement shall remain in force and effect to June 30, 2023 and shall be incorporated within the provisions of the successor agreement.



Art Jimenez
Assistant Superintendent
Human Resources



Matt Acocello
President
California School Employees Association
Chapter 34



Elliott Keegan
Labor Relations Representative
California School Employees Association

APPENDIX

A-1

CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT

Child Nutrition

Food Service Warehouse/Utility Worker, Food Service Lead Cook, Nutrition Services Driver - Kitchen Maintenance Specialist, Food Service Delivery Driver/Worker, Food Service Cook, Lead Food Service Worker, Food Service Worker

Maintenance, Operations, Facilities and Transportation

Mechanic, Grounds Irrigation Technician, Electronics/Skilled Maintenance Worker, (SMW) Grounds Equipment Mechanic, (SMW) Electrician, (SMW) Plumbing/Heating, (SMW) Locksmith, (SMW) Painter, Skilled Maintenance Worker, Grounds Maintenance Equipment/Repair Worker, Senior Custodian, Ground Maintenance Worker, Custodian, Transportation Dispatcher/Scheduler, Bus Driver, Student Transportation Assistant, Specialized Health, Student Transportation Assistant, Night Lead Custodian

Office and Technical

Accountant, Network Systems Specialist, Buyer, Warehouse Manager, Computer Technician, Accounting Specialist, Payroll Technician, Intermediate Account Clerk, Stock Clerk/Delivery Worker, Account Clerk, Mail Delivery Worker, Senior Executive Secretary, Credentials Technician, Administrative Secretary, Educational Services Technician, Personnel Analyst, Personnel Technician, Personnel Services Specialist, School Office Manager, Staff Secretary, Registrar, Senior Clerk Typist, District Office Receptionist, District Attendance Technician, Intermediate Clerk Typist, Clerk Typist, Duplicating Services Technician, Duplicating Services Assistant, Nutrition Services Account Technician, Nutrition Services Operations Technician, Family Enrollment Specialist, Employee Benefits Technician, Data Information Systems Integration Specialist, Student Services Technician

Para-Educator and Instructional Assistance

Extended School Program Site Supervisor, Extended School Program Lead Facilitator, Extended School Program Facilitator, Expanded Learning Specialist, Early Education Instructor, Early Education Assistant, Speech and Language Assistant, Testing Technician English Language Assessments, Lead Special Education Caseworker, Paraeducator/Behavior & Instructional Support, Paraeducator/Specialized Health & Instructional Support, Special Education Caseworker, Instructional Technology Assistant, Paraeducator/Instructional Support, Textbook/Instructional Media Technician, Library Media Assistant, Instructional Materials Assistant, Physical Education Assistant

Support Services and Security

Parent and Family Engagement Specialist, Licensed Vocational Nurse, Safe and Healthy Kids Program Specialist, Supplemental Services Technician, Health Services Assistant, District Special Education Parent Liaison, Translator/Interpreter, Community Liaison Worker, Noontime Supervisor

Westminster School District
GRIEVANCE FORM - FORMAL LEVEL ONE

To: _____ (immediate supervisor)

Grievant's Name: _____ Work Site: _____

1. State specific violation alleged (cite Article and Section of contract) and date of informal grievance conference.

2. Statement of Grievance:

3. Remedy Requested:

Grievant's Signature

Date

Upon completion of this section, grievant shall present original and two copies to the immediate supervisor, one copy to CSEA, and retain one copy

=====

IMMEDIATE SUPERVISOR'S RESPONSE

Supervisor's Signature

Date

Upon completion of this section, Supervisor shall retain original and forward one copy to Grievant and one copy to CSEA.

Westminster School District
GRIEVANCE FORM - FORMAL LEVEL TWO

APPEAL TO SUPERINTENDENT:

1. Alleged violation and remedy sought are as stated in Formal Level One.
2. Reason for Appeal:

Grievant's Signature

Date

Upon completion of this section, grievant shall present original and two copies to the Superintendent, one copy to CSEA, and retain one copy. Copies of response to Formal Level One shall be attached.

=====

SUPERINTENDENT'S RESPONSE:

Superintendent's Signature

Date

Upon completion of this section, Superintendent shall retain original and forward one copy to Assistant Superintendent, Human Resources, one copy to Grievant, one copy to Grievant's immediate supervisor, and one copy to CSEA.

Westminster School District
GRIEVANCE FORM - FORMAL LEVEL THREE

REQUEST FOR ARBITRATION

APPEAL OF GRIEVANT TO:

(District or Association)

1. Alleged violation and remedy sought are as stated in Formal Level One.
2. Reason for Arbitration Request:

Appellant (Association or District)

Date

Upon completion of this section, requesting party shall present original and two copies to other party (District or Association) and retain one copy. Copies of response to Formal Level One and Formal Level Two shall be attached.

=====

RESPONDENT'S RESPONSE:

Respondent (District or Association)

Date

Upon completion of this section, Respondent shall retain original and forward one copy to the Appellant, one copy to the Assistant Superintendent, Human Resources, one copy to originating Grievant, and one copy to Grievant's immediate supervisor.

WESTMINSTER SCHOOL DISTRICT
Sick Leave Bank Application

Directions: *Obtain, complete and submit this form via the Classified Human Resources Office.*

Employee Name: _____

Job Title/Location: _____ **Social Security #:** _____

In accordance with Section 6.2 of the CSEA Collective Bargaining Agreement for the Classified Service, I wish to apply for benefits from the Classified Sick Leave Bank.

I have been off work since _____
(Date)

Diagnosis of illness or injury: _____

I am attaching my attending physician' s statement that my illness/injury is significant, is not work related, and that prolonged treatment will be required.

I have exhausted all available vacation and sick leave from the Westminster School District.

I am requesting _____ **days/hours from the Sick Leave Bank.**

(Employee signature)

(Date)

The Classified Sick Leave Bank Committee has processed your application and your request has been:

Approved for _____ days/hours

Denied _____

Reason for denial: _____

(Committee Chairperson signature)

(Date)

WESTMINSTER SCHOOL DISTRICT

CONFIDENTIAL

CLASSIFIED HUMAN RESOURCES

PERFORMANCE REPORT FOR CLASSIFIED PERSONNEL

ANNUAL EVALUATION REPORT FOR PERMANENT CLASSIFIED EMPLOYEES

Employee Name _____

Date Due _____

Job Title _____

School or Department _____

From: _____

To: _____

Evaluation Period _____

4-Regularly exceeds work performance standards

2-Needs to improve

Specific reasons for a rating of “needs to improve” and “unsatisfactory” must be indicated which include suggestions to assist the employee to improve performance.

3-Regularly meets work performance standards

1-Unsatisfactory

NA-Not applicable

ATTENDANCE

| | | | | |
|---|---|---|---|----|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Attendance perfect or nearly so.

Meets

Work not adversely affected by absences. Observes work hours.

Needs to Improve

Absences and/or tardies adversely affect work.

Unsatisfactory

Consistently absent and/or tardy.

Comments _____

QUALITY OF WORK

| | | | | |
|---|---|---|---|----|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Always completes tasks at a level that is above and beyond what is required.

Meets

Accurate and thorough in performing tasks.

Needs to Improve

Is not consistently accurate and thorough in performing tasks.

Unsatisfactory

Is not accurate and thorough in performing tasks.

Comments _____

PLANNING/ORGANIZING WORK

| | | | | |
|---|---|---|---|----|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Plans/organizes and completes more than the required amount of tasks and is knowledgeable about all aspects of the job.

Meets

Completes appropriate amount of tasks based on job knowledge. Performs job tasks in a timely manner using allotted time and resources efficiently and effectively.

Needs to Improve

Does not consistently complete tasks in a timely manner or use resources efficiently and effectively.

Unsatisfactory

Does not complete required tasks in a timely manner or use resources efficiently and effectively.

Comments _____

DEPENDABILITY ON THE JOB

| | | | | |
|---|---|---|---|----|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Does not need to be reminded to follow-through on tasks from start to finish. Reacts quickly and appropriately in emergencies and without specific instructions.

Meets

Uses good decision making skills and follows through on tasks from start to finish.

Needs to Improve

Does not consistently follow through on tasks and does not consistently use good decision making skills.

Unsatisfactory

Does not follow through on tasks and does not use good decision making skills.

Comments _____

HUMAN RELATIONS

| | | | | |
|----------|----------|----------|----------|-----------|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Always communicates well and works effectively with:

- Supervisors
- Co-workers
- Public/other District staff
- Students

Meets

Communicates well and works effectively with:

- Supervisors
- Co-workers
- Public/other District staff
- Students

Needs to Improve

Does not consistently communicate well and work effectively with others.

Unsatisfactory

Does not communicate well and work effectively with others.

Comments _____

PERSONAL QUALITIES

| | | | | |
|----------|----------|----------|----------|-----------|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Utilizes initiative to accomplish job related tasks without being asked by supervisor and readily adapts to changing situations.

Meets

Utilizes initiative to accomplish job related tasks and works without immediate supervision. Demonstrates ability to be flexible despite changes.

Needs to Improve

Does not consistently utilize initiative in completing job related tasks or work without immediate supervision. Is not consistently flexible.

Unsatisfactory

Does not utilize initiative in completing job related tasks or have the ability to work without supervision. Is not flexible.

Comments _____

SAFETY PRACTICES

| | | | | |
|----------|----------|----------|----------|-----------|
| 4 | 3 | 2 | 1 | NA |
| | | | | |

Exceeds

Always observes safety rules and practices. Always works quickly and safely with equipment and job related materials.

Meets

Observes safety rules and practices. Works quickly and safely with equipment and job related materials.

Needs to Improve

Does not consistently observe safety rules and practices and does not consistently work quickly and safely with equipment and job related materials.

Unsatisfactory

Does not observe safety rules and practices and does not work quickly and safely with equipment and job related materials.

Comments _____

OVERALL EVALUATION RATING (check one)

- Exceeds Standard
 Meets Standard
 Needs to Improve
 Unsatisfactory

Additional Comments if Applicable: _____

Signature of Evaluator: _____ Date _____

I have received a copy of this evaluation and it has been discussed with me. Signing this form does not necessarily mean that I agree with the ratings.

Employee's Signature _____ Date _____

Comments by Employee: _____

A-5
WESTMINSTER SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

Employee Name: _____ **Position:** _____ **School/Dept:** _____

Identified area(s) of performance which need to be improved: _____

Specific suggestions for improvement in identified areas and assistance provided: _____

Identified indicators of improved performance: _____

Term of PIP Form:

To:

EMPLOYEE: I have provided input and have been given a copy of this Performance Improvement Plan.

Signature of Employee: Date:

Supervisor' s Signature:

Date:

A-6
WESTMINSTER SCHOOL DISTRICT
CLASSIFIED PROFESSIONAL GROWTH PROGRAM

PRIOR APPROVAL AND VERIFICATION FORM

**This form must be submitted to the Assistant Superintendent, Human Resources
for approval PRIOR to the beginning of your classes.**

NAME: _____ SOCIAL SECURITY NO. _____
ADDRESS: _____ CITY/STATE/ZIP: _____
POSITION/SITE/LOCATION: _____

Instructions: This form is to be used to request prior approval of all course work, lectures, workshops, or other activities for professional growth credit. A copy of this form will be returned to you. Within 60 days after completion of the activity, this form must be resubmitted to the Assistant Superintendent, Classified Human Resources, with the verification of the activity so that appropriate credit may be recorded on your cumulative point record. Upon completion of ten units or equivalent with a passing grade of C or better, a \$500 stipend will be awarded to you. (Limited to two stipends per year and a lifetime limitation of 12 stipends, which is approximately equivalent to 120 college semester units, or a 4 year degree.)

COMPLETE A SEPARATE FORM FOR EACH CLASS, WORKSHOP, LECTURE, ETC.

PART I: REQUEST FOR APPROVAL: I request approval of the following activity:

Title and No. of Course or Workshop: _____ School: _____

Date Course/Workshop begins: _____ Date Course/Workshop ends: _____

Units: _____ or Total hours of attendance: _____

Describe how you feel this course will assist you in your current position, or otherwise be of benefit to the District.

Please attach course description.

APPROVAL: Granted [] Denied []

Assistant Superintendent, Human Resources

Date

PART II: VERIFICATION OF ACTIVITY

Please return this copy to Classified Human Resources, with verification of attendance and completion of the above activity, for credit in the Classified Professional Growth Program.

VERIFICATION

Date verification materials received: _____

Points approved: _____ By: _____

Date recorded on employee cumulative record: _____ By: _____

Total units completed: _____ Stipends awarded: _____ Units in process: _____

DISTRICT LEARNING COUNCIL

CSEA, Chapter No. 34 will participate in the District Learning Council by selecting a minimum of two representatives that will serve on the Council.

JOINT TRAINING PROGRAM

CSEA, Chapter No. 34 will participate in the District's Joint Training program by selecting representatives that will serve on the planning committee and supporting a portion of the program expenses, such as food, materials, and/or facility rental.

JOINT RECOGNITION PROGRAM

CSEA, Chapter No. 34 will participate in developing a joint recognition program to honor those Classified employees who exemplify excellent safety practices in the workplace. A committee will develop a recognition program by June 30, 2010 for implementation to begin thereafter.

A-10**WESTMINSTER SCHOOL DISTRICT****CLASSIFIED SERVICE (UNIT) SALARY SCHEDULE**

2021-2022

Effective January 1, 2022

| Range | Classification | Step I | Step II | Step III | Step IV | Step V | Step VI |
|-------|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | \$ mo/hour | \$ mo/hour | \$ mo/hour | \$ mo/hour | \$ mo/hour | \$ mo/hour |
| 36 | Account Clerk | \$3,682.00 \$21.25 | \$3,828.00 \$22.09 | \$3,983.00 \$22.97 | \$4,142.00 \$23.88 | \$4,307.00 \$24.84 | \$4,478.00 \$25.82 |
| 86 | Accountant | \$5,058.00 \$29.18 | \$5,259.00 \$30.34 | \$5,469.00 \$31.55 | \$5,686.00 \$32.80 | \$5,912.00 \$34.11 | \$6,147.00 \$35.47 |
| 64 | Accounting Specialist | \$4,390.00 \$25.32 | \$4,565.00 \$26.33 | \$4,747.00 \$27.39 | \$4,938.00 \$28.48 | \$5,131.00 \$29.60 | \$5,336.00 \$30.79 |
| 80 | Administrative Secretary | \$4,876.00 \$28.13 | \$5,068.00 \$29.24 | \$5,269.00 \$30.41 | \$5,478.00 \$31.61 | \$5,697.00 \$32.87 | \$5,925.00 \$34.18 |
| 74 | Audio/Visual Technician | \$4,676.00 \$26.98 | \$4,864.00 \$28.05 | \$5,058.00 \$29.18 | \$5,259.00 \$30.34 | \$5,469.00 \$31.55 | \$5,686.00 \$32.80 |
| 44 | Bus Driver | \$3,837.00 \$22.14 | \$3,993.00 \$23.03 | \$4,149.00 \$23.94 | \$4,315.00 \$24.88 | \$4,487.00 \$25.89 | \$4,665.00 \$26.92 |
| 81 | Buyer | \$4,886.00 \$28.19 | \$5,082.00 \$29.33 | \$5,284.00 \$30.48 | \$5,493.00 \$31.70 | \$5,714.00 \$32.96 | \$5,940.00 \$34.27 |
| 21 | Clerk Typist | \$3,332.00 \$19.22 | \$3,464.00 \$20.00 | \$3,604.00 \$20.79 | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 |
| 20 | Community Liaison Worker | \$3,306.00 \$19.08 | \$3,439.00 \$19.84 | \$3,576.00 \$20.63 | \$3,719.00 \$21.45 | \$3,866.00 \$22.31 | \$4,021.00 \$23.20 |
| 67 | Computer Technician | \$4,478.00 \$25.82 | \$4,654.00 \$26.84 | \$4,840.00 \$27.92 | \$5,034.00 \$29.03 | \$5,234.00 \$30.19 | \$5,442.00 \$31.39 |
| 86 | Credentials Technician | \$5,058.00 \$29.18 | \$5,259.00 \$30.34 | \$5,469.00 \$31.55 | \$5,686.00 \$32.80 | \$5,912.00 \$34.11 | \$6,147.00 \$35.47 |
| 35 | Curriculum Lab Technician | \$3,665.00 \$21.14 | \$3,809.00 \$21.99 | \$3,963.00 \$22.86 | \$4,122.00 \$23.77 | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 |
| 32 | Custodian | \$3,576.00 \$20.63 | \$3,719.00 \$21.45 | \$3,866.00 \$22.31 | \$4,021.00 \$23.20 | \$4,180.00 \$24.12 | \$4,348.00 \$25.08 |
| 80 | Data Informaiton Systems Integration Specialist | \$4,876.00 \$28.13 | \$5,068.00 \$29.24 | \$5,269.00 \$30.41 | \$5,478.00 \$31.61 | \$5,697.00 \$32.87 | \$5,925.00 \$34.18 |
| 38 | District Attendance Technician | \$3,727.00 \$21.51 | \$3,875.00 \$22.35 | \$4,028.00 \$23.25 | \$4,190.00 \$24.17 | \$4,358.00 \$25.15 | \$4,530.00 \$26.14 |
| 41 | District Library Clerk | \$3,773.00 \$21.77 | \$3,925.00 \$22.64 | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 |
| 40 | District Office Receptionist | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 | \$4,213.00 \$24.29 | \$4,381.00 \$25.26 | \$4,552.00 \$26.26 |

| | | | | | | | |
|----|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 98 | District Parent and Family Engagement Specialist | \$5,797.00 \$33.44 | \$6,028.00 \$34.78 | \$6,266.00 \$36.15 | \$6,515.00 \$37.59 | \$6,777.00 \$39.10 | \$7,045.00 \$40.66 |
| 52 | District Special Education Parent Liaison | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 | \$4,769.00 \$27.51 | \$4,960.00 \$28.62 |
| 37 | Duplicating Services Assistant | \$3,719.00 \$21.45 | \$3,866.00 \$22.31 | \$4,021.00 \$23.20 | \$4,180.00 \$24.12 | \$4,348.00 \$25.08 | \$4,520.00 \$26.08 |
| 53 | Duplicating Services Technician | \$4,101.00 \$23.65 | \$4,265.00 \$24.59 | \$4,432.00 \$25.57 | \$4,610.00 \$26.59 | \$4,794.00 \$27.66 | \$4,982.00 \$28.75 |
| 9 | Early Education Assistant | \$3,031.00 \$17.47 | \$3,149.00 \$18.17 | \$3,276.00 \$18.90 | \$3,406.00 \$19.66 | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 |
| 9 | Early Education Infant Assistant | \$3,031.00 \$17.47 | \$3,149.00 \$18.17 | \$3,276.00 \$18.90 | \$3,406.00 \$19.66 | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 |
| 23 | Early Education Infant Instructor | \$3,371.00 \$19.46 | \$3,507.00 \$20.23 | \$3,647.00 \$21.04 | \$3,792.00 \$21.88 | \$3,945.00 \$22.75 | \$4,101.00 \$23.65 |
| 23 | Early Education Instructor | \$3,371.00 \$19.46 | \$3,507.00 \$20.23 | \$3,647.00 \$21.04 | \$3,792.00 \$21.88 | \$3,945.00 \$22.75 | \$4,101.00 \$23.65 |
| 70 | Educational Services Technician | \$4,552.00 \$26.26 | \$4,732.00 \$27.30 | \$4,921.00 \$28.40 | \$5,120.00 \$29.53 | \$5,324.00 \$30.70 | \$5,534.00 \$31.92 |
| 77 | Electronics/Skilled Maintenance Worker | \$4,747.00 \$27.39 | \$4,938.00 \$28.48 | \$5,131.00 \$29.60 | \$5,336.00 \$30.79 | \$5,549.00 \$32.02 | \$5,768.00 \$33.29 |
| 60 | Employee Benefits Technician | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 | \$4,816.00 \$27.78 | \$5,011.00 \$28.90 | \$5,207.00 \$30.04 |
| 42 | Energy Program Technician | \$3,809.00 \$21.99 | \$3,963.00 \$22.86 | \$4,122.00 \$23.77 | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 |
| 21 | English Language Assessment Assistant | \$3,332.00 \$19.22 | \$3,464.00 \$20.00 | \$3,604.00 \$20.79 | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 |
| 80 | Expanded Learning Specialist | \$4,876.00 \$28.13 | \$5,068.00 \$29.24 | \$5,269.00 \$30.41 | \$5,478.00 \$31.61 | \$5,697.00 \$32.87 | \$5,925.00 \$34.18 |
| 9 | Extended School Program Facilitator | \$3,031.00 \$17.47 | \$3,149.00 \$18.17 | \$3,276.00 \$18.90 | \$3,406.00 \$19.66 | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 |
| 23 | Extended School Program Lead Facilitator | \$3,371.00 \$19.46 | \$3,507.00 \$20.23 | \$3,647.00 \$21.04 | \$3,792.00 \$21.88 | \$3,945.00 \$22.75 | \$4,101.00 \$23.65 |
| 47 | Extended School Program Site Supervisor | \$3,904.00 \$22.53 | \$4,059.00 \$23.42 | \$4,221.00 \$24.35 | \$4,390.00 \$25.32 | \$4,565.00 \$26.33 | \$4,747.00 \$27.39 |
| 43 | Family Enrollment Specialist | \$3,832.00 \$22.12 | \$3,989.00 \$23.01 | \$4,146.00 \$23.91 | \$4,311.00 \$24.86 | \$4,484.00 \$25.85 | \$4,661.00 \$26.89 |
| 25 | Food Service Cook | \$3,424.00 \$19.74 | \$3,560.00 \$20.54 | \$3,701.00 \$21.35 | \$3,849.00 \$22.19 | \$4,000.00 \$23.08 | \$4,161.00 \$24.00 |
| 34 | Food Service Delivery Driver/Worker | \$3,639.00 \$20.99 | \$3,781.00 \$21.82 | \$3,931.00 \$22.68 | \$4,090.00 \$23.59 | \$4,250.00 \$24.53 | \$4,421.00 \$25.51 |
| 42 | Food Service Lead Cook | \$3,809.00 \$21.99 | \$3,963.00 \$22.86 | \$4,122.00 \$23.77 | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 |
| 6 | Food Service Worker | \$2,964.00 \$17.10 | \$3,081.00 \$17.77 | \$3,204.00 \$18.48 | \$3,333.00 \$19.22 | \$3,464.00 \$19.98 | \$3,603.00 \$20.78 |

| | | | | | | | |
|----|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 53 | Food Services Warehouse/Utility Worker | \$4,101.00 \$23.65 | \$4,265.00 \$24.59 | \$4,432.00 \$25.57 | \$4,610.00 \$26.59 | \$4,794.00 \$27.66 | \$4,982.00 \$28.75 |
| 72 | Grounds Irrigation Technician | \$4,610.00 \$26.59 | \$4,794.00 \$27.66 | \$4,982.00 \$28.75 | \$5,182.00 \$29.90 | \$5,387.00 \$31.08 | \$5,603.00 \$32.33 |
| 52 | Grounds Maintenance Equipment/Repair Worker | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 | \$4,769.00 \$27.51 | \$4,960.00 \$28.62 |
| 39 | Grounds Maintenance Worker | \$3,738.00 \$21.56 | \$3,887.00 \$22.42 | \$4,041.00 \$23.31 | \$4,201.00 \$24.24 | \$4,370.00 \$25.21 | \$4,540.00 \$26.21 |
| 21 | Health Services Assistant | \$3,332.00 \$19.22 | \$3,464.00 \$20.00 | \$3,604.00 \$20.79 | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 |
| 35 | Information Technology Assistant | \$3,665.00 \$21.14 | \$3,809.00 \$21.99 | \$3,963.00 \$22.86 | \$4,122.00 \$23.77 | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 |
| 25 | Instructional Materials Assistant | \$3,424.00 \$19.74 | \$3,560.00 \$20.54 | \$3,701.00 \$21.35 | \$3,849.00 \$22.19 | \$4,000.00 \$23.08 | \$4,161.00 \$24.00 |
| 41 | Instructional Media Technician | \$3,773.00 \$21.77 | \$3,925.00 \$22.64 | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 |
| 20 | Instructional Technology Assistant | \$3,306.00 \$19.08 | \$3,439.00 \$19.84 | \$3,576.00 \$20.63 | \$3,719.00 \$21.45 | \$3,866.00 \$22.31 | \$4,021.00 \$23.20 |
| 53 | Intermediate Account Clerk | \$4,101.00 \$23.65 | \$4,265.00 \$24.59 | \$4,432.00 \$25.57 | \$4,610.00 \$26.59 | \$4,794.00 \$27.66 | \$4,982.00 \$28.75 |
| 27 | Intermediate Clerk Typist | \$3,464.00 \$20.00 | \$3,604.00 \$20.79 | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 | \$4,213.00 \$24.29 |
| 21 | Lead Food Service Worker | \$3,332.00 \$19.22 | \$3,464.00 \$20.00 | \$3,604.00 \$20.79 | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 |
| 89 | Lead Grounds Maintenance Worker | \$5,157.00 \$29.74 | \$5,361.00 \$30.93 | \$5,577.00 \$32.17 | \$5,797.00 \$33.44 | \$6,028.00 \$34.78 | \$6,266.00 \$36.15 |
| 36 | Lead Special Education Caseworker | \$3,682.00 \$21.25 | \$3,828.00 \$22.09 | \$3,983.00 \$22.97 | \$4,142.00 \$23.88 | \$4,307.00 \$24.84 | \$4,478.00 \$25.82 |
| 25 | Library/Media Assistant | \$3,424.00 \$19.74 | \$3,560.00 \$20.54 | \$3,701.00 \$21.35 | \$3,849.00 \$22.19 | \$4,000.00 \$23.08 | \$4,161.00 \$24.00 |
| 64 | Licensed Vocational Nurse | \$4,390.00 \$25.32 | \$4,565.00 \$26.33 | \$4,747.00 \$27.39 | \$4,938.00 \$28.48 | \$5,131.00 \$29.60 | \$5,336.00 \$30.79 |
| 5 | Mail Delivery Worker | \$2,958.00 \$17.07 | \$3,073.00 \$17.73 | \$3,197.00 \$18.44 | \$3,326.00 \$19.17 | \$3,457.00 \$19.94 | \$3,593.00 \$20.74 |
| 47 | Maintenance Worker | \$3,904.00 \$22.53 | \$4,059.00 \$23.42 | \$4,221.00 \$24.35 | \$4,390.00 \$25.32 | \$4,565.00 \$26.33 | \$4,747.00 \$27.39 |
| 89 | Mechanic | \$5,157.00 \$29.74 | \$5,361.00 \$30.93 | \$5,577.00 \$32.17 | \$5,797.00 \$33.44 | \$6,028.00 \$34.78 | \$6,266.00 \$36.15 |
| 86 | Network Systems Specialist | \$5,058.00 \$29.18 | \$5,259.00 \$30.34 | \$5,469.00 \$31.55 | \$5,686.00 \$32.80 | \$5,912.00 \$34.11 | \$6,147.00 \$35.47 |
| 89 | Night Lead Custodian | \$5,157.00 \$29.74 | \$5,361.00 \$30.93 | \$5,577.00 \$32.17 | \$5,797.00 \$33.44 | \$6,028.00 \$34.78 | \$6,266.00 \$36.15 |
| 80 | Nutrition Services Account Technician | \$4,876.00 \$28.13 | \$5,068.00 \$29.24 | \$5,269.00 \$30.41 | \$5,478.00 \$31.61 | \$5,697.00 \$32.87 | \$5,925.00 \$34.18 |

| | | | | | | | |
|----|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 39 | Nutrition Services Driver/Kitchen Maintenance Specialist | \$3,738.00 \$21.56 | \$3,887.00 \$22.42 | \$4,041.00 \$23.31 | \$4,201.00 \$24.24 | \$4,370.00 \$25.21 | \$4,540.00 \$26.21 |
| 60 | Nutrition Services Operations Technician | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 | \$4,816.00 \$27.78 | \$5,011.00 \$28.90 | \$5,207.00 \$30.04 |
| 9 | Paraeducator | \$3,031.00 \$17.47 | \$3,149.00 \$18.17 | \$3,276.00 \$18.90 | \$3,406.00 \$19.66 | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 |
| 30 | Paraeducator/Behavior & Instructional Support | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 | \$3,828.00 \$22.09 | \$3,983.00 \$22.97 | \$4,142.00 \$23.88 | \$4,307.00 \$24.84 |
| 10 | Paraeducator/Instructional Support | \$3,061.00 \$17.66 | \$3,181.00 \$18.36 | \$3,306.00 \$19.08 | \$3,439.00 \$19.84 | \$3,576.00 \$20.63 | \$3,719.00 \$21.45 |
| 30 | Paraeducator/Specialized Health & Instructional Support | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 | \$3,828.00 \$22.09 | \$3,983.00 \$22.97 | \$4,142.00 \$23.88 | \$4,307.00 \$24.84 |
| 60 | Payroll Technician | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 | \$4,816.00 \$27.78 | \$5,011.00 \$28.90 | \$5,207.00 \$30.04 |
| 86 | Personnel Analyst | \$5,058.00 \$29.18 | \$5,259.00 \$30.34 | \$5,469.00 \$31.55 | \$5,686.00 \$32.80 | \$5,912.00 \$34.11 | \$6,147.00 \$35.47 |
| 60 | Personnel Assistant | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 | \$4,816.00 \$27.78 | \$5,011.00 \$28.90 | \$5,207.00 \$30.04 |
| 60 | Personnel Services Specialist | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 | \$4,816.00 \$27.78 | \$5,011.00 \$28.90 | \$5,207.00 \$30.04 |
| 70 | Personnel Technician | \$4,552.00 \$26.26 | \$4,732.00 \$27.30 | \$4,921.00 \$28.40 | \$5,120.00 \$29.53 | \$5,324.00 \$30.70 | \$5,534.00 \$31.92 |
| 9 | Physical Education Assistant | \$3,031.00 \$17.47 | \$3,149.00 \$18.17 | \$3,276.00 \$18.90 | \$3,406.00 \$19.66 | \$3,543.00 \$20.43 | \$3,682.00 \$21.25 |
| 43 | Registrar | \$3,832.00 \$22.12 | \$3,989.00 \$23.01 | \$4,146.00 \$23.91 | \$4,311.00 \$24.86 | \$4,484.00 \$25.85 | \$4,661.00 \$26.89 |
| 41 | Safe and Healthy Kids Program Specialist | \$3,773.00 \$21.77 | \$3,925.00 \$22.64 | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 |
| 41 | Safety Specialist Secretary | \$3,773.00 \$21.77 | \$3,925.00 \$22.64 | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 |
| 55 | School Office Manager | \$4,149.00 \$23.94 | \$4,315.00 \$24.88 | \$4,487.00 \$25.89 | \$4,665.00 \$26.92 | \$4,851.00 \$27.98 | \$5,045.00 \$29.10 |
| 65 | Security Services Officer | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 | \$4,769.00 \$27.51 | \$4,960.00 \$28.62 | \$5,157.00 \$29.74 | \$5,361.00 \$30.93 |
| 40 | Senior Clerk Typist | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 | \$4,213.00 \$24.29 | \$4,381.00 \$25.26 | \$4,552.00 \$26.26 |
| 42 | Senior Custodian | \$3,809.00 \$21.99 | \$3,963.00 \$22.86 | \$4,122.00 \$23.77 | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 |
| 77 | Skilled Maintenance Workers: (Grounds Equipment Mechanic, Electrician, Plumbing/Heating, | \$4,747.00 \$27.39 | \$4,938.00 \$28.48 | \$5,131.00 \$29.60 | \$5,336.00 \$30.79 | \$5,549.00 \$32.02 | \$5,768.00 \$33.29 |

| | | | | | | | |
|----|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | Locksmith, and Painter) | | | | | | |
| 16 | Special Education Caseworker | \$3,210.00 \$18.54 | \$3,339.00 \$19.28 | \$3,473.00 \$20.03 | \$3,611.00 \$20.84 | \$3,757.00 \$21.66 | \$3,904.00 \$22.53 |
| 47 | Speech and Language Assistant | \$3,904.00 \$22.53 | \$4,059.00 \$23.42 | \$4,221.00 \$24.35 | \$4,390.00 \$25.32 | \$4,565.00 \$26.33 | \$4,747.00 \$27.39 |
| 55 | Staff Secretary | \$4,149.00 \$23.94 | \$4,315.00 \$24.88 | \$4,487.00 \$25.89 | \$4,665.00 \$26.92 | \$4,851.00 \$27.98 | \$5,045.00 \$29.10 |
| 42 | Stock Clerk/Delivery Driver | \$3,809.00 \$21.99 | \$3,963.00 \$22.86 | \$4,122.00 \$23.77 | \$4,286.00 \$24.72 | \$4,456.00 \$25.70 | \$4,632.00 \$26.72 |
| 2 | Student Transportation Assistant | \$2,656.00 \$15.41 | \$2,779.00 \$16.02 | \$2,889.00 \$16.66 | \$3,007.00 \$17.34 | \$3,125.00 \$18.02 | \$3,249.00 \$18.74 |
| 21 | Student Transportation Assistant, Specialized Health | \$3,332.00 \$19.22 | \$3,464.00 \$20.00 | \$3,604.00 \$20.79 | \$3,745.00 \$21.60 | \$3,893.00 \$22.47 | \$4,049.00 \$23.35 |
| 41 | Supplemental Services Technician | \$3,773.00 \$21.77 | \$3,925.00 \$22.64 | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 |
| 36 | Testing Technician English Language Assessments | \$3,682.00 \$21.25 | \$3,828.00 \$22.09 | \$3,983.00 \$22.97 | \$4,142.00 \$23.88 | \$4,307.00 \$24.84 | \$4,478.00 \$25.82 |
| 41 | Textbook/Instructional Media Technician | \$3,773.00 \$21.77 | \$3,925.00 \$22.64 | \$4,081.00 \$23.54 | \$4,242.00 \$24.48 | \$4,411.00 \$25.45 | \$4,588.00 \$26.47 |
| 29 | Translator/Interpreter | \$3,507.00 \$20.23 | \$3,647.00 \$21.04 | \$3,792.00 \$21.88 | \$3,945.00 \$22.75 | \$4,101.00 \$23.65 | \$4,265.00 \$24.59 |
| 56 | Transportation Dispatcher/Scheduler | \$4,168.00 \$24.04 | \$4,333.00 \$24.99 | \$4,505.00 \$25.98 | \$4,683.00 \$27.02 | \$4,872.00 \$28.10 | \$5,063.00 \$29.21 |
| 72 | Warehouse Manager | \$4,610.00 \$26.59 | \$4,794.00 \$27.66 | \$4,982.00 \$28.75 | \$5,182.00 \$29.90 | \$5,387.00 \$31.08 | \$5,603.00 \$32.33 |

LONGEVITY PAY:

| | | | |
|--|-------|-------------------------------------|--------------|
| Effective with the beginning of the 10th year: | 2.5% | Noontime Supervisor: (NTS 01/01) | \$15.00/hour |
| Effective with the beginning of the 15th year: | 5.0% | AVID Tutor: (EXE 03/01) | \$15.81/hour |
| Effective with the beginning of the 20th year: | 7.5% | | |
| Effective with the beginning of the 25th year: | 10.0% | | |
| Effective with the beginning of the 30th year: | 12.5% | | |
| Effective with the beginning of the 35th year: | 15.0% | | |
| Effective with the beginning of the 40th year: | 17.5% | | |