

AGREEMENT

Between

OAK GROVE SCHOOL DISTRICT

And

THE CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER 412

July 1, 2022 through June 30, 2025

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AGREEMENT

This Agreement is made and entered into on July 1, 2022, by and between the Oak Grove School District, hereinafter referred to as the District, and the Oak Grove Chapter 412 of the California School Employees Association, hereinafter referred to as CSEA or the Union.

ARTICLE 1 – RECOGNITION

1.1 The District confirms its recognition of CSEA as the exclusive representative for that unit of employees as certified by the Public Employment Relations Board as follows:

- Account Clerk I
- Account Clerk II
- Accounting Technician
- Accounting Technician/Benefits Budgets
- Administrative Secretary
- Administrative Secretary - Biliterate
- Attendance Clerk
- Categorical Program Specialist
- Child Care Development Center - Specialist I
- Child Care Development Center - Specialist III
- Computer Network Technician
- Computer Technician
- Data Processing/Accounting Analyst
- District Community Liaison
- District Community Liaison II
- District Office Receptionist
- Division Technology Support and Training Specialist
- Executive Secretary
- Fiscal Program Support Specialist
- Guidance Secretary
- Health Clerk - Biliterate
- Health Clerk
- Help Desk & Technology Support
- Human Resources Technician and Return To Work Specialist
- Instructional Assistant
- Instructional Assistant - Biliterate
- Instructional Assistant - Computer Lab
- Instructional Assistant - Special Education
- Instructional Assistant - Special Education - Biliterate
- Instructional Assistant - Special Education - One-on-One
- Instructional Assistant - Special Education - One-on-One - Medically Fragile
- Instructional Assistant - Title I (inclusive of all Instructional Assistant positions)
- Intensive Behavior Interventionist
- Intensive Behavior Specialist
- Interpreter-Special Education
- Lead Publications Specialist

Lead Publications Technician
Library Clerk
Licensed Vocational Nurse
Mail Clerk
Media Clerk
Network Specialist/Network System Administrator
Occupational Therapist
Payroll Technician
Child Care Center Preschool Aide
Program Assistant
Program Assistant - Biliterate
Publications Equipment Operator
Purchasing Technician
Purchasing and Financial Technician
Receptionist/Account Clerk I
School Age Child Care Center Leader I
School Age Child Care Center Leader II
School Secretary
School Secretary - Biliterate
Secretary
Secretary - Biliterate
Supervisor of Social Worker Interns
Technology Support and Training Specialist
Volunteer Coordinator

1.2 Excluded from this bargaining unit are all positions lawfully designated as management, supervisory or confidential, substitutes, limited term employees, and all other classified employees not listed in Section 1.1.

1.3 If the District creates a new position within an existing class, the position shall be assigned to the appropriate bargaining unit. If the District creates a new classification, the assignment to the appropriate bargaining unit will be made after consultation with all interested parties. Disputed cases may be submitted to PERB for final determination.

ARTICLE 2 - DEFINITIONS

2.1 "Days" means days during which the District Office is open.

2.2 "Pronoun inclusion" means that use of the pronoun he or his refers to all genders without discrimination.

2.3 Within the purview of this Agreement, the terms "employee" and "unit member" mean the same thing.

2.4 "Workday" means the days the District requires unit members to be present and perform their duties.

2.5 “Permanent employee” is a regular employee who successfully completes an initial probationary period.

2.6 “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period. The probationary period shall be six work months of service work for the District or 130 days in paid service, whichever is longer. The period of time by which the probationary period shall be calculated shall expressly exclude non-work summer months for 10 and 11 month employees and shall commence with the employee’s first day of actual work/service with the District. In addition, the period of time by which the probationary period shall be calculated shall expressly exclude periods of time in which any bargaining unit employee is on a leave of absence for more than ten consecutive work days, unless otherwise prohibited by applicable law.

2.7 “Substitute employee” is a person who is not part of the classified service, employed to perform the duties of a position which is vacant or in the temporary absence of a regular employee.

2.8 “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualification, and salary range are appropriate for all positions in a class.

2.9 “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and days per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

2.10 “Seniority” is based on date of hire into the classification. Service as a substitute prior to date of hire into the classified service shall not count toward seniority. The “hire date seniority” shall be adjusted to exclude any period of unpaid leave which exceeds 75% of one school year. No adjustment will be made for periods when school is not in session.

ARTICLE 3 - ORGANIZATIONAL SECURITY - EMPLOYEE RIGHTS

3.1 The employee shall have the right to form, join, and participate in the activities of employee organization(s) of their choice. The employee shall have the equal alternate right to refuse to form, join, and participate in the activities of the employee organization.

3.2 The District will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit.

3.3 CSEA recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

- 3.4 The District shall post the Agreement to the District's website and will make available one copy of the Agreement at each school site.
- 3.5 By no later than October 31 of each year, the District will publish at each work site of the District a seniority list updated as of June 30 of the same year.
- 3.6 CSEA, as the exclusive representative, shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District.
- 3.6.1 The parties acknowledge that CSEA has provided a certified list of employees who have authorized dues deductions. When providing the above information, CSEA will provide it to the District's Assistant Superintendent of Human Resources and Director of Business Services. The District shall not be obligated to put into effect any new or changed deductions/revocations until the following month's pay period after CSEA's submission of the above information.
- 3.6.2 CSEA shall not be required to submit to the District a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the District may request that the written authorization be provided to it.
- 3.7 Pursuant to the written certified list of employees in CSEA represented positions who have authorized the deduction of dues from the unit member's pay warrant, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Payroll deductions shall be without cost to the unit members or CSEA.
- 3.8 Nothing contained herein shall prohibit an employee from paying dues or service fees directly to CSEA.
- 3.9 Information Furnished: CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District agrees to furnish any information needed by CSEA to fulfill the provisions of this Article.
- 3.10 With respect to all sums deducted by the District pursuant to the certified list provided by CSEA the District agrees promptly to remit such monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 3.11 CSEA and the District specifically recognize that the enforcement of Sections 3.6 through 3.7 and 3.10 and following Sections may precipitate the bringing of legal action against the District. It is the intent of CSEA and the District that the District shall incur no expense whatsoever as a result of any legal challenge to Sections 3.6 through 3.7 and 3.10 and/or any applicable Government Code or Education Code section. Accordingly, CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any

other action arising from the District's compliance with Sections 3.6 through 3.9, including, but not limited to, the District's dues deductions made in reliance on CSEA's certified list provided to the District pursuant to this Article. Should it become necessary for the District to incur legal expenses, including reasonable attorney's fees, as a result of such a challenge, CSEA shall indemnify the District for any such expenses incurred.

ARTICLE 4 - ORGANIZATIONAL RIGHTS

4.1 CSEA shall have the right to represent members of the unit in employment relations with the District as set forth in the Rodda Act (Government Code sections 3540-3549.3).

4.2 CSEA shall have the right to use institutional facilities including audiovisual equipment at reasonable hours for meetings, scheduling such use with the principal, or the principal's designee at the school, provided that this shall not interfere with nor interrupt normal or scheduled school operations. Should special custodial services be required or should there be any damage in excess of normal wear, the District shall make a reasonable charge for such services or damage. In no event will CSEA meetings be held during the prescribed workday of the unit members attending the meeting (excluding the duty-free lunch period.)

4.3 Duly authorized representatives of CSEA shall have the right to transact official CSEA business on District property at all reasonable times provided that this shall not interfere with nor interrupt normal District operations.

4.4 The District agrees to make available to CSEA in response to reasonable requests all available public information and specific employee data pertinent to development of collective bargaining items.

4.5 CSEA shall have the right to post notices of activities in matters of CSEA concern on the institutional bulletin board which shall be provided in each school building in an area frequented by unit members. CSEA shall be permitted use of the District mailboxes for communications to unit members regarding matters with which CSEA is involved.

4.6 When the District forms committees for which the District requests representatives from the classified service, CSEA shall have the right to appoint the number of unit member representatives requested.

4.7 CSEA shall have the right to receive, upon request, two (2) copies of any non-confidential, non-privileged public written reports submitted to any other governmental agency without charge. This Section does not apply to any reports submitted to an agency pursuant to legal proceedings of any kind except for documents which are required to be served.

4.8 CSEA shall be able to access via the District's online Board portal any budget or financial material submitted as a part of the Board's Agenda at a regular meeting of the Board.

4.9 CSEA be able to access via the District's online Board portal all non-confidential material presented at Governing Board Meetings.

4.10 CSEA has the right to review at all reasonable times any other non-confidential materials in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.

4.11 Elected officers or designated representatives of CSEA shall be entitled to a collective total of twenty-two (22) days per year of release time for professional business. A request for release time is to be submitted on a Substitute Authorization form to the immediate supervisor for approval two days in advance of the absence. The immediate supervisor has the prerogative of rejecting the request if it is for a day on which it would be impractical for the individual to be away from his/her assignment.

4.11.1 The District agrees not to require a substitute for designated CSEA representative(s) who attend to CSEA business as outlined in Article 4.12 if a substitute is not normally provided for the employee(s) during the normal Work year. The District does retain its right to request a substitute if special circumstances warrant a substitute for said employee(s).

4.12 Release Time for Negotiations: CSEA will be entitled to paid release time for purposes of attending negotiation sessions with the District, as needed. Release time will be provided only when negotiation sessions commence prior to the completion of the workday.

ARTICLE 5 - DISTRICT RIGHTS

5.1 It is understood and agreed that the District retains the right, duty, and authority to direct, manage, and control the affairs of the school district to the extent of the law, which rights, duties, and authority are to determine its organization; to direct the work of the employees; to determine the kinds and levels of services to be provided; to establish the methods and means of providing them; to determine the number and kinds of personnel required; to transfer personnel; to establish budget procedures and determine budget allocation; to contract out work in the manner authorized by and subject to the applicable provision of law; to build, move or modify facilities, and the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

5.2 The exercise of the foregoing rights, duties, and authority by the District shall be limited by the specific and express terms of this Agreement.

In the event of any emergency which requires the District to effect immediate changes in any of the matters set forth in this Agreement to continue the operation of the school district, the District shall have the right to amend, modify or rescind the policies, practices and provisions of this Agreement provided, however, any such action on the part of the District under this provision shall remain in effect for the duration only for the period of the emergency, or until negotiations on such matters are completed between the District and CSEA, whichever is the earliest. Emergency is defined to be a sudden, unexpected and unforeseen occurrence as a result of acts of God, floods or casualty.

ARTICLE 6 - HOURS AND OVERTIME

6.1 Workweek

The workweek for full-time employees, except exempt employees and those employees who are working alternative workweeks as set forth in Section 6.2, shall be five (5) consecutive days, Monday through Friday of eight (8) hours per day and forty (40) hours per week.

6.1.1 This Article shall not restrict the extension of the regular workday or workweek on an overtime basis, nor shall it preclude the District from designating a workweek of less than five (5) consecutive days or less than eight (8) hours per day, forty (40) hours per week.

6.1.2 Any reduction in the hours of the assignment of unit members shall be in accordance with applicable law.

6.2 Alternative Workweeks

6.2.1 Full-time permanent employees assigned to the District Office, with the agreement of CSEA, shall be able to apply, utilizing a District form, to their supervisor for one of two alternative workweek schedules. After receiving the request for an alternative workweek, the supervisor shall have five calendar days to provide a response to the employee's request.

6.2.2 For the purpose of this Section, a full-time employee is defined as one who is regularly scheduled to and works a forty (40) hour work week.

6.2.3 The two available alternative workweek schedules shall be a: (1) 10-hour per day, four consecutive day workweek; or (2) 9-hour per day, 80-hour per 2 week schedule.

6.2.4 If the employee's request is denied, the employee may appeal, in writing, within five calendar days of receiving the supervisor's decision to the Assistant Superintendent responsible for the employee's Department.

6.2.4.1 The appeal shall provide an explanation of why the employee wants to work the alternative workweek and why such a schedule would benefit the Department.

6.2.4.2 The Assistant Superintendent shall provide a final response to the employee's request within ten calendar days of receiving the employee's appeal. The Assistant Superintendent's decision shall not be grievable.

6.2.5 For an employee on a 4/10 workweek, overtime is defined as any time required by the District to be worked in excess of ten hours per day. For an employee on a 9/80 schedule, overtime is defined as any time required by the

District to be worked in excess of nine hours per day. All overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the employee for all work suffered or permitted.

6.2.6 Holidays

6.2.6.1 On An Employee's Regularly Scheduled Workday

When a paid holiday, as set forth in Article 6.1 or 6.2, falls on an employee's regularly scheduled workday, the employee will receive holiday pay equivalent to one regularly scheduled workday. Specifically, the employee will receive: (a) 10 hours of holiday pay when the holiday is observed on a 10 hour workday; (b) 9 hours when the holiday is observed on a 9 hour workday; and (c) 8 hours when the holiday is observed on an 8 hour workday.

6.2.6.2 On An Employee's Regularly Scheduled Day Off

When a paid holiday, as set forth in Article 6.1 or 6.2, falls on an employee's regularly scheduled day off, the employee's manager will designate another day for the employee to observe the holiday within the same workweek.

6.2.7 If necessary, the District reserves the right to cancel an employee's alternative workweek schedule. In such a situation, the District shall provide written notice to the affected employee(s) at least ten work days prior to canceling the alternative workweek schedule.

6.2.8 An employee is eligible to cancel his/her alternative workweek schedule. In such a situation, the employee shall provide written notice to the District at least ten work days prior to canceling the alternative workweek schedule.

6.3 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. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

6.3.1 Once an Instructional Assistant-Special Education-One-on-One has been assigned to a student, if the hours need to be increased to accommodate the needs of the student, the District may increase the hours without reposting the position.

6.3.2 Increase In Instructional Assistant-Special Education Assignment

6.3.2.1 Increase In Students

If a Special Day Class in which an Instructional Assistant-Special Education is assigned has an increase in the number of students to fourteen or more, then the District may increase the assignment related to that class by one hour, without reposting the position, in accordance with the following procedure:

6.3.2.1.1 The District shall first offer the increase of one hour to the most senior Instructional Assistant-Special Education assigned to that class.

6.3.2.1.2 If the most senior Instructional Assistant-Special Education assigned to the class declines the additional one hour assignment, then that one hour increase shall be offered to the most senior Instructional Assistant-Special Education employee at that applicable school site where the additional one hour assignment does not conflict with the base assignment for that employee.

6.3.2.1.3 The sole exception to the above process for who will be offered the additional hour shall be if based upon a student's IEP and/or 504 plan, the most senior employee is not able to provide the required services or they cannot be provided by an employee currently assigned to the class. In such a situation, the District shall offer the additional hour to the most senior employee who can provide the services required by the IEP and/or 504 plan(s).

6.3.2.1.4 If the procedures outlined in 6.3.2.1.1 through 6.3.2.1.3 do not result in the additional one hour assignment being taken, then the parties agree to meet and confer in good faith to reach a mutually agreeable resolution regarding assignment of the additional one hour.

6.3.2.2 Decrease In Number of Students

6.3.2.2.1 If the number of students in the applicable class drops below fourteen students at any point during the school year, the Instructional Assistant-Special Education shall maintain the additional assignment as part of his/her assignment for the remainder of that school year only.

6.3.2.2.2 If, however, the number of students in the applicable class drops below fourteen students within the first 20 days of the increase in the assignment, the Instructional Assistant-Special Education's additional one hour

assignment shall be reduced to the regularly assigned hours prior to the increase.

6.3.2.2.3 At the end of the school year, the right of the Instructional Assistant-Special Education to the additional one hour shall end and he/she shall revert back to his/her base assignment and shall not retain any rights to the additional one hour assignment or the benefits attached to that additional one hour assignment.

6.3.2 A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more by virtue of his/her supervisor shall have the work assignment changed to reflect the longer hours in order to acquire fringe benefits on a prorated basis.

6.4 Work Year

The number of duty dates (days in paid status) in the work year for each classification is listed in Appendix B. Days in paid status include all days worked, paid holidays, paid vacation days, and all days on paid leaves of absence. If the work calendar is not followed, the principal/designee/ supervisor will meet and consult with each employee whose work year is less than twelve (12) months (246 days) regarding the starting and ending days for that employee's work year for the following year. The principal/designee/supervisor and the employee will make a good faith effort to reach mutual agreement on the starting date for the employee's work year, taking the needs of the site into consideration; however, if the parties are unable to reach mutual agreement, the Assistant Superintendent of Human Resources shall make the final determination after meeting with both parties.

6.5 Lunch Periods

All employees who work six (6) hours or more on any day shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one hour (unless prior approval is granted by the immediate supervisor for special exception) nor less than one-half (½) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

6.6 Rest Periods

All employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period.

6.6.1 Employees who work more than two (2) hours, but not over four (4) hours during any workday shall be granted a fifteen (15) minute rest period.

- 6.6.2 Employees who work more than four (4) hours, but not over six (6) hours during any workday shall be granted a twenty (20) minute rest period.
- 6.6.3 Employees who work more than six (6) hours during any workday shall be granted two fifteen (15) minute rest periods.
- 6.6.4 Rest periods are a part of the regular workday and shall be without loss of compensation.

6.7 Voting Time-Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

6.8 Blood Bank Time-Off

If an employee's work schedule is such that it does not allow sufficient time to donate blood at the local blood bank or bloodmobile, the District shall arrange to allow sufficient time for such donation by the employee without loss of pay.

6.9 Overtime

Except as otherwise provided herein, and for non-exempt employees, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time in paid status in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any work week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

- 6.9.1 Any employee having an average workday of four (4) hours or more, during the workweek shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.
- 6.9.2 An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his workweek, be compensated at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.
- 6.9.3 Compensation for all hours worked on a holiday shall be equal to one and one-half times the regular rate of pay, plus the employee's regular pay.
- 6.9.4 Compensatory time off for overtime will be at the rate of one and one-half times the hours worked. Compensatory time shall be taken or paid off within

120 days of the time it was earned. Compensatory time may be used in hourly increments with date and time subject to approval by the principal/supervisor. No employee shall accrue more than 240 hours of compensatory time.

6.9.5 Specifically excluded from the definition of overtime and the provisions of this Article 6.9, are employees who are working alternative workweeks set forth in Article 6.2.

6.10 Minimum Call-in Time

Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement.

6.11 Right of Refusal

Any employee shall have the right to reject any offer of request for overtime or call-back, on-call or call-in time.

6.12 Call-Back Time

Any employee called back to work after completion of his regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

6.13 Examination Time

Any employee required by the District to take an examination shall be released for such purposes without loss of pay.

6.14 Testing Time

Any employee wishing to test for a District position shall be permitted to do so without loss of pay.

6.15 Training Time

Any training mandated by the District shall be on District time, as feasible and without due hardship to the District.

6.16 Work Outside Regular Work Year

6.16.1 When work normally and customarily performed by bargaining unit members is necessary at times other than the regular academic year, the District shall assign for service during such session regular classified employees of the District who are assigned to that class during the regular year.

- 6.16.1.1 If the District is unable to fill a position with such a classified District employee, it shall be filled by any qualified classified employee who does not normally serve in the class.
 - 6.16.1.2 Positions which remain unfilled following application of 6.16.1.1 may be filled by non-bargaining unit employees.
 - 6.16.1.3 Seniority will be the determining factor when two (2) or more equally qualified candidates request to be assigned for such service.
 - 6.16.1.4 Instructional assistants assigned to Summer School shall be entitled to a preparation day, prior to the start of each Summer School Program. One-to-one (1:1) Instructional Assistants shall start on the first day their assigned student is scheduled to begin and are exempt from receiving a preparation day.
- 6.16.2 When it is necessary to assign bargaining unit employees not regularly so assigned, the assignment shall be made from within the appropriate classification, but no employee shall be required to accept such assignment.
 - 6.16.3 An employee who accepts a summer school assignment in accordance with the provisions of this Section shall receive, on a prorata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his compensation and/or benefits be less, on a prorata basis, than the compensation and benefits he was receiving immediately prior to the commencement of the summer school assignment.
 - 6.16.4 When an employee works a summer school assignment in a job classification which has a higher salary range than the employee's regular class, the provisions of Section 7.5 will apply.

6.17 Noon Duty Supervision

Unit members shall not be required to perform noon duty supervision.

ARTICLE 7 – PAY AND ALLOWANCES

7.1 Salary Increases

The specific salary for each classification represented in the CSEA bargaining unit is listed on the appropriate Salary Schedule Ranges attached hereto as Appendix A.

7.1.1 2022-2023 School Year

For the 2022-2023 school year, the District agree to provide a 4.0% increase to the salary schedule, retroactive to July 1, 2022. The District will provide notice to CSEA on the date when the retroactive checks will be provided to bargaining unit employees. On a non-precedential basis, the District agrees

that if, for the 2022-2023 school year, the District and another bargaining unit or unrepresented employees, e.g. confidential, management employees, etc. agree on an ongoing salary increase greater than the 4.0% ongoing salary increase received by CSEA, CSEA will receive the percentage difference between 4.0% – which was received by CSEA – and the amount received by the other bargaining unit or unrepresented employees, e.g. confidential, management employees, etc.

7.1.2 2023-2024 School Year

The District agrees to provide a 4% increase to the salary schedule, effective July 1, 2023.

7.1.3 2024-2025 School Year

The District agrees to provide a 5% increase to the salary schedule, effective July 1, 2024.

7.1 Consistent Hourly Rate

7.2.1 Schedule 9 will be eliminated, and the District will use consistent hourly rates for all employees effective as soon as possible following ratification of the Agreement which begins July 1, 1989. The hourly rate will be calculated by dividing the employees' regular monthly salary by 173.33.

7.2.2 Less than 12-month employees who have been paid a positive amount in excess of the adjusted hourly rate will continue to be paid a schedule adjustment which should be the exact amount of the difference between the employee's monthly salary before and after the elimination of Schedule 9. There will be no rounding of this adjustment. The adjustment will apply as long as the employee remains in the position with the District; however, the adjustment will not be subject to future cost-of-living increases.

7.2.3 When an employee receiving a schedule adjustment is promoted into a higher classification, employee will be promoted in accordance with promotional language outlined in Section 7.3.1 and the scheduled adjustment will be eliminated.

7.2 Employee Anniversary Date

Beginning January 1, 1979, a new employee's anniversary date shall be his/her date of hire.

All other employees will have a July 1 anniversary date and shall advance on the salary schedule on July 1 of each year.

All employees will annually advance one step on the salary schedule until they reach Step VI of their appropriate salary range. If the employee was hired on or before the fifteenth day in the month in which his/her anniversary date falls, his/her salary shall be increased

on the first day of the anniversary month. If the employee was hired after the fifteenth day in the month in which their anniversary date falls, his/her salary shall be increased on the first day of the following month.

When an employee is promoted, his/her anniversary date for salary purposes (excluding professional growth and longevity increments) will be changed to the first workday of his/her new assignment. The salary of the employee will be determined as follows:

7.3.1 When an employee is promoted, his/her salary will be determined to be the higher of (the changes in Article 7.3.1.1 through 7.3.1.3 shall be retroactive to July 1, 2022):

7.3.1.1 his/her initial placement on the new classification's range as if he/she were a new employee, or

7.3.1.2 the step of the new classification's range which reflects a five percent (5%)(approximate) base salary improvement. In the event the new classification's range does not have a step which reflects a five percent (5%)(approximate) base salary improvement, placement will be at the next higher step, and

7.3.1.3 salary for the new classification shall begin on the effective date of promotion.

7.3 Issuance of Payroll

All employees in the bargaining unit shall be paid once each month for each month worked. Nothing herein excludes the right of an employee to elect to receive his/her pay in twelve (12) equal payments.

7.4 Working Out of Classification

When an employee is directed to work in a job classification which has a higher salary range, the employee shall have his/her salary adjusted upward to the salary range where he/she is temporarily working beginning on the first day provided the individual works in the higher classification during his/her regularly scheduled work hours for no less hours than the employee's regular workday or at least two (2) hours, whichever is less.

7.5.1 The adjusted salary shall be ten percent (10%) above the employee's regular salary, or an amount not less than Step 1 of the temporary position, whichever is greater, for all days he/she works out of classification.

7.5.2 When an employee is directed to work in a job classification that has the same or lower salary range, the employee shall receive the same salary he/she would have received in his/her regular job classification.

7.5.3 In an emergency and under the periodic supervision of an administrator or credential designee, Special Education Instructional Assistants in an RSP

(junior high school) or SDC assignment may maintain a class in the absence of the regular Special Education teacher. The Special Education Instructional Assistant shall receive work out of classification pay at a rate of 15 percent (15%). The Special Education Instructional Assistant will not have sole responsibility for maintaining the class in the absence of the regular classroom teacher.

7.5.4 If the School Secretary is directed to work as both the School Secretary and Health Clerk on a day when the Health Clerk is absent from work and a substitute Health Clerk employee is not provided, then the School Secretary's salary will be adjusted by ten percent (10%) for the actual hours worked by the Secretary as both the School Secretary and the Health Clerk.

7.5.5 Effective July 1, 2020, if a Health Clerk is directed to work as both the Health Clerk and Secretary on a day when the School Secretary is absent from work and a substitute, as applicable, School Clerk or Health Clerk is not provided, then the following shall apply:

7.5.5.1 The Health Clerk shall be eligible to receive out of class pay in accordance with Article 7.5.1 for all hours worked on that day in the School Secretary position; and

7.5.5.2 The Health Clerk shall receive an additional ten percent (10%) for the actual hours worked as both the Health Clerk and School Secretary, e.g. if the Health Clerk is a 6 hour position and the School Secretary position is an 8-hour position, and the Health Clerk works the entire day in both roles, then the Health Clerk will receive the additional 10% for 6 hours.

7.5 Payroll Errors

Whenever it is determined that an error has been made in the calculation for reporting in any classified employee's payroll, or in the payment of any classified employee's salary, the District shall, within five (5) working days following such determination, provide the employee with a statement of any underpayment and a supplemental payment or if the payroll error was an overpayment the reason and amount of the overpayment, and the option(s) available to repay the overpayment to the District.

7.6 Mileage

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate established by the Board of Trustees, but in no event at a rate less than the amount allowed by the I.R.S.

7.7 Meals and Lodging

Any employee in the bargaining unit who, as a result of a work assignment, must have meals and lodging away from the District shall be reimbursed to the extent previously

agreed upon by the immediate supervisor. Where possible, the District shall provide advanced funds to the employee for meals and lodging.

7.8 Longevity

Longevity salary advances shall be granted beginning the 9th year of employment (anniversary date) with a five percent (5%) salary increase, the 14th year an additional five percent (5%) the 19th year an additional five percent (5%), and the 24th year an additional five percent (5%). These increments shall be compounded. For purposes of longevity salary determination only, each employee's longevity date shall be July 1 of the year in which the employee was hired.

7.9 Split Shift

Bargaining unit members required to work a split shift as part of one assignment will be paid a five percent (5%) shift differential. A split shift shall be defined as a shift requiring an employee to take more than a one-hour break without pay.

7.10 Professional Growth Increments

7.11.1 Professional Growth Increments will be awarded after the employee has completed nine (9) units of approved study. One year must lapse from that date before the employee is eligible for the next increment.

7.11.1.1 The nine (9) units required for a professional growth increment should relate to the employee's classification or area of employment in the District.

7.11.1.2 All courses must first be submitted to, and approved by, the Assistant Superintendent, Human Resources or designee.

7.11.1.3 An employee may carry over units of approved credit from the previous increment period.

7.11.1.4 Units of credit will be approved monthly and paid in accordance with 7.11.7.1.1.

7.11.2 A maximum total of ten (10) Professional Growth Increments can be earned by any employee.

7.11.3 Professional Growth Increments may be earned by completing the following or a combination of the following:

7.11.3.1 Nine (9) units of work in Junior College, University or State College.

7.11.3.2 Nine (9) units of work in adult education. (One unit for each fifteen (15) hours of class time.)

- 7.11.3.3 Nine (9) units of work in in-service training programs approved by the Assistant Superintendent, Human Resources or designee. (One unit for each fifteen (15) hours of class time.)
- 7.11.3.4 Nine (9) units of work in approved work study programs. (One unit for each fifteen (15) hours of actual class time or time spent in consultation with the instructor. Time spent on the job or on "homework" will not qualify for unit credit.)
- 7.11.4 Any disagreement about course approval would be handled by a corrective conference and, if it became necessary, by the grievance procedure.
- 7.11.5 Credit shall be granted for approved courses completed after September 1, 1970, or the initial employment with the Oak Grove School District, whichever is the later.
- 7.11.6 Employees who have earned a Teacher's Assistant Certificate, an A.A., or a higher degree shall be entitled to receive a maximum of one Professional Growth Increment regardless of when the certificate or degree was earned.
 - 7.11.6.1 The above Professional Growth Increment will be one of the ten (10) increments granted under 7.11.2
- 7.11.7 Professional Growth Increments based on completion and approval of the above requirements will be \$325.00. This amount will be prorated by the same ratio that the employee's weekly work hours bear to a forty-hour workweek. This amount will be in addition to the employee's annual salary for each subsequent year of employment.
 - 7.11.7.1 The Professional Growth Increment(s) will be paid to the employee with the October 31st payroll which follows approval of the increment.
 - 7.11.7.1.1 The employee shall turn in evidence that the employee has completed nine (9) units of work no later than September 30th in order to qualify for a Professional Growth Increment in the October 31st pay warrant.
 - 7.11.7.1.2 The District will continue its practice of providing unit members with an annual statement showing professional growth units and increments carried forward. The statement will also show units earned toward the next increment.
 - 7.11.7.2 Professional Growth Increments earned by employees hired on or before February 8, 1979, shall not be prorated.

7.11.7.3 Employees hired on or before September 1, 1980, and who are enrolled in a program to earn an Instructional Assistant Certificate shall have the following option:

7.11.7.3.1 Submit completed units for a prorated Professional Growth Increment in accordance with 7.11.1 and appropriate sections of this Article.

7.11.8 Instructional Assistants hired on or after February 1, 2004, will be eligible for professional growth units upon submitting evidence that they have completed a preparation class.

7.11 Mentor Program

The District agrees to continue the Mentor Program. The Program is contingent upon the availability of funding and will be reviewed annually by the parties to determine if it shall continue.

7.12 First Aid and CPR Certification

The District agrees to pay for the cost of a certificate that an employee receives for completing First Aid and/or CPR certification. This District's agreement to pay for the cost of the certificate is limited only to those bargaining unit employees who as part of their job duties and responsibilities are required to maintain First Aid and/or CPR certification.

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

8.1 Full-time employees shall be entitled to the following health and welfare coverage:

8.1.1 The District pays a maximum monthly contribution toward the monthly medical premium for each full-time bargaining unit employee for medical coverage as follows:

Effective January 1, 2023, January 1, 2024, and January 1, 2025, the District shall increase its contribution level to the District provided medical plans as follows:

- The District will increase its monthly contribution by \$100.00 for any District offered benefit plan where the employee monthly contribution is equal to or greater than \$100.00.
- For any District offered benefit plan where the employee's monthly contribution is less than \$100.00, the District will increase its contribution so that it results in the employee having no monthly contribution, e.g. if an employee's monthly contribution is \$70, then the District will provide a monthly increase of \$70 for its contribution amount.
- For any District offered benefit plan where there currently is no employee monthly contribution, there will be no change to the current District monthly contribution amount.

8.1.1.1 Effective January 1, 2023, the following contribution amounts will apply:

8.1.1.1.1 Kaiser Plans — A and B

8.1.1.1.1.1 Employee Only Coverage – \$871.14/month

8.1.1.1.1.2 Employee Plus One Coverage – \$1,471.14/month

8.1.1.1.1.3 Family Coverage – \$1,601.34/month

8.1.1.1.2 Kaiser Plans — D

8.1.1.1.2.1 Employee Only Coverage – \$871.14/month

8.1.1.1.2.2 Employee Plus One Coverage – \$1,402.31/month

8.1.1.1.2.3 Family Coverage – \$1,501.34/month

8.1.1.1.3 Sutter Health HMO and United HMO

8.1.1.1.3.1 Employee Only Coverage – \$1,001.66/month

8.1.1.1.3.2 Employee Plus One Coverage – \$1,471.14/month

8.1.1.1.3.3 Family Coverage – \$1,601.34/month

8.1.1.1.4 United – PPO Traditional

8.1.1.1.4.1 Employee Only Coverage – \$1,138.07/month

8.1.1.1.4.2 Employee Plus One Coverage – \$1,335.23/month

8.1.1.1.4.3 Family Coverage – \$1,465.44/month

8.1.1.1.5 United – PPO Plus

8.1.1.1.5.1 Employee Only Coverage – \$1,038.73/month

8.1.1.1.5.2 Employee Plus One Coverage – \$1,335.23/month

8.1.1.1.5.3 Family Coverage – \$1,465.44/month

If an employee selects a plan where the monthly premium for coverage is less than the maximum monthly contribution required to be paid by the District, the District shall not be responsible for paying to the applicable carrier or the employee the difference between the monthly premium of the plan selected and the District's maximum monthly contribution. Bargaining unit employees electing coverage with a cost greater than the amount paid by the District in this Section, including by adding dependent coverage, are responsible for timely paying the difference in the amount between the District's maximum monthly contribution and the amount of the full monthly premiums. Employees may, through a voluntary payroll deduction, authorize payment of the premium difference from his/her regular earnings. Contributions for eligible part-time employees will be made on a pro-rata basis as set forth in Article 8.2.

In addition, the parties agree that commencing with the 2017 calendar benefits year, any increase to the District's maximum monthly contribution will be effective January 1st of each such year, unless the parties agree in writing to a different effective date.

8.1.2 Fully-paid dental insurance (including dependents).

8.1.3 Fully-paid life and vision insurance (excluding dependents). Term life insurance in the amount of \$10,000 (double indemnity for accidental death) for each employee will be paid by the District.

8.1.4 Domestic Partners Health Benefits

The District provides medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, *et seq.*, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, *et seq.*, registering the domestic partnership. Under IRS regulations, health benefits provided to a domestic partner are taxable to the employee.

8.2 Part-time employees

8.2.1 Eligible part-time employees, as described in Article 8.3, hired before June 30, 1994, shall be entitled to a prorated portion of the combined amount (Kaiser family, life, vision, and dental) available monthly to full-time employees for health and welfare benefits.

- 8.2.2 Eligible part-time employees, as described in Article 8.3, hired after December 1, 1994, shall be entitled to a prorated portion of the applicable amount available monthly (selected health coverage-single, single plus one, and family, vision, life, and dental) to full-time employees for health and welfare benefits.
- 8.2.3 The amount of District contribution to health benefits to which the employee is entitled shall be based upon the same ratio as the part-time employee's weekly assigned work hours bear to a forty (40) hour week.
- 8.2.4 The order to enroll in health and welfare benefits is as follows:
 - 8.2.4.1 Life and vision insurance
 - 8.2.4.2 Medical insurance and/or
 - 8.2.4.3 Dental insurance
- 8.2.5 If an employee selects a plan where the monthly premium for coverage is less than the maximum monthly contribution required to be paid by the District, the District shall not be responsible for paying to the applicable carrier or the employee the difference between the monthly premium of the plan selected and the District's maximum monthly contribution. Bargaining unit employees electing coverage with a cost greater than the amount paid by the District in this Section, including by adding dependent coverage, are responsible for paying the difference in the amount between the District's maximum monthly contribution and the amount of the full monthly premiums. Employees may, through a voluntary payroll deduction, authorize payment of the premium difference from his/her regular earnings. Contributions for eligible part-time employees will be made on a pro-rata basis as set forth in Article 8.2.

8.3 Eligible Employees

All regular employees in the bargaining unit hired on or after January 1, 1992, who are assigned four (4) or more hours per day and at least twenty (20) hours per week shall be entitled to participate in the health and welfare program. All regular employees in the bargaining unit hired on or before December 31, 1991, who are assigned two (2) or more hours per day shall be entitled to participate in the health and welfare program. The employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement and completion of the appropriate enrollment forms.

8.4 I.R.S. Section 125 Cafeteria Plan

Any employee who must pay a portion of the premium cost or all of the premium cost for dependent coverage may use pretax dollars through implementation of an I.R.S. Section 125 Cafeteria Plan to pay for the employee's contribution to health and welfare benefit premiums or other approved expenditures (e.g., childcare, elder care, chiropractic care,

orthodontia). Any administrative charges for implementation of the I.R.S. Section 125 plan will be paid by the employee. Participation in the I.R.S. Section 125 plan is strictly voluntary, and the employee may elect to participate or not to participate on an annual basis.

8.5 Waiver of Coverage

Any eligible employee who certifies that: (i) the employee is enrolled in other employer-provided medical coverage through the employee's own employer or through a parent, spouse or domestic partner; or (ii) that the employee is enrolled in government-provided medical coverage (such as MediCal, MediCare, CHAMPUS or Tricare) may elect to waive the employee's right to medical coverage paid by the District. Any eligible employee who certifies that: (i) the employee's spouse/registered domestic partner is enrolled in employer-provided medical coverage through his or her employment; or (ii) that the spouse or registered domestic partner is enrolled in government-provided medical coverage may elect to waive the spouse or registered domestic partner's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act. The election to waive medical coverage for the employee, spouse or registered domestic partner shall be made once a year during the open enrollment period and cannot be changed until the next open enrollment period unless otherwise permitted as a life event or special enrollment under the Plan and applicable law and regulations. An employee who elects to waive his/her own medical coverage and/or his/her spouse or registered domestic partner's medical coverage shall be paid 80% of the 2004-2005 District contribution to medical benefits for the coverage tier that is being waived (e.g., employee, employee plus spouse/registered domestic partner). This payment is taxable. Employees may not add spousal/registered domestic partner coverage in one year in order to increase the cash option by electing a waiver in the following year. To waive coverage, the employee must complete and sign under penalty of perjury a voluntary waiver form identifying the other employer or government-provided coverage, the employer or government entity providing the coverage, and the name, address and telephone number of a contact person for such employer or government entity for purposes of verifying such coverage.

8.6 Extended Coverage

All employees who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed one hundred (100) days following exhaustion of said leave.

8.7 Benefits While On Unpaid Leave

Employees on District-approved unpaid leaves of absence may continue to receive health and welfare benefits, if approved by the carrier, for the period of the leave if they wish to purchase such benefit at the current group rates. Said payment will be paid quarterly in advance by the employee to the District.

8.8 Tax-Sheltered Annuity

Employees may participate in any 403(b) and/or 457 retirement plan on the approved list of the Office of the County Superintendent. The District shall facilitate employee contributions through payroll deductions.

8.9 Benefits After Retirement

The District shall continue to provide retired employees the opportunity to purchase health/welfare insurance premiums for themselves and their dependents at the current group rates, providing said employee has served five (5) consecutive years of service for the District prior to retirement. Premiums shall be payable to the District one month in advance. A District-approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

8.10 Early Retirement Benefits

The District agrees to make a premium contribution to an employee who retires on or after July 1, 2011, an amount equal to 100% of the Kaiser subscriber only premium rate regardless of coverage selected, for up to 5 years or to age 65, whichever comes first. This payment shall be prorated based upon the employee's FTE at the time of retirement. For example, an eligible employee employed for 4 hours per day shall receive 50% of the Kaiser subscriber only medical premium rate; an eligible employee employed 6 hours per day shall receive 75% of the Kaiser subscriber only medical premium rate; and an eligible employee employed 8 hours per day shall receive 100% of the Kaiser subscriber only medical premium rate. The District payment shall cease 5 years from the anniversary of retirement or when the retiree reaches the age of sixty-five (65), whichever comes first.

8.10.1 Eligible employees must meet one of the following requirements:

8.10.1.1 If the employee retires on or after the employee's sixtieth (60th) birthday, the employee must have been an employee of the District for at least ten (10) years to be eligible for the aforementioned benefit.

8.10.1.2 If the employee retires on or after the employee's fifty-fifth (55th) birthday, and before reaching the age of sixty (60), the employee must have been an employee of the District for at least twenty (20) years to be eligible for the aforementioned benefit.

8.10.1.3 If the employee takes a PERS disability retirement before the employee's fifty-fifth (55th) birthday, the employee must have been an employee of the Oak Grove School District for at least twenty (20) years to be eligible for the aforementioned benefit for a maximum of no more than ten (10) years.

8.10.1.4 Upon carrier approval, retirees who qualify for District-paid medical benefits shall have the option to choose dental and/or vision insurance in lieu of one-half medical paid.

8.10.2 The retired employee shall pay to the District all additional premiums for health and welfare insurance benefits one month in advance.

8.11 Joint Benefits Advisory Committee

A Joint Benefits Committee shall evaluate and recommend improvements to the health and dental benefits described in Article 8. After receiving recommendations from the Joint Benefits Advisory Committee, the District and CSEA shall meet and negotiate about any improvements or revisions to the Article.

8.12 Government Health Plan Requirements/Benefits Reopeners

8.12.1 To address health plan requirements (Government Health Plan Requirements) adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage.

8.12.2 Article 8 of this Agreement may be reopened at the request of either party if there are changes made to or implemented as a result of changes in the law or regulations governing the Affordable Care Act, including, but not limited to, changes to the subsidy requirements and if the affordability requirement no longer applies to the District.

ARTICLE 9 - EMPLOYEE EXPENSES AND MATERIALS

9.1 Uniforms

The District shall pay the full cost of the purchase, lease rental of uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by unit members.

9.2 Safety Equipment

Should the District determine that any equipment or gear is necessary to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

9.3 The District agrees to provide the cost of any medical examination required as a condition of employment or continued employment as outlined in Education Code section 45122.

9.4 No Child Left Behind

In order for employees and the District to be in compliance with Federal law, the District agrees to provide, free of charge, CODESP testing for current employees, employed on or before February 1, 2004, who are on an Instructional Assistant seniority list, and (1) who do not have an AA degree or higher; or (2) have at least 48 college semester units.

Instructional Assistants in any Instructional Assistant classification who become Title I Instructional Assistants will take lateral seniority with them. For example, an employee in the class of Instructional Assistant, Biliterate with ten years seniority who moves into the classification of Instructional Assistant, Biliterate Title I School will move over with the ten years seniority. Also, an Instructional Assistant assigned to a non-Title I School whose position is eliminated will have rights to bump a less senior Instructional Assistant at a Title I School if they possess the NCLB requirements.

ARTICLE 10 - HOLIDAYS

10.1 Scheduled Holidays

The District shall provide all employees in the bargaining unit with the following paid holidays:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the day following
- Winter Holidays (December 25 and the workday before or after December 25 - one day is in lieu of Admission Day)
- New Year's Day and the workday before or after New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Day
- Washington's Day
- Spring Vacation Day
- Memorial Day
- Juneteenth

10.2 Additional Holidays

All bargaining unit employees in paid status shall also be entitled to the following additional holidays:

- 10.2.1 All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.
- 10.2.2 All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special or limited holidays on which the Governor provides that the schools shall close.

10.2.3 Any other day designed as a holiday by the Governing Board of the school district.

10.3 Holiday on Saturday or Sunday

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

10.3.2 The implementation of Section 10.3.1 shall not cause any employee to lose any of the holidays clearly indicated in this Article.

10.4 Holiday Eligibility

10.4.1 Except as otherwise provided in this Article, an employee must be in paid status on their normal working day immediately preceding or succeeding the holiday to be paid for the holiday.

10.4.2 Employees in the bargaining unit who are not normally assigned to duty during the school holiday periods or Winter Holidays shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 11 - VACATIONS

11.1 Earned Vacation Days

All employees in the bargaining unit shall earn paid vacation in accordance with this Article. Vacation benefits are earned on a fiscal year basis, July 1-June 30. Any vacation must be completed during the year following the one in which it was earned.

All employees, regardless of hours worked, shall be granted vacation on the basis of one day per month worked. Each regular employee employed less than full-time will be granted vacation in the same proportion as the employee's regular assignment bears to full-time employment. No employee shall be entitled to use vacation leave until he/she has been employed for a period of six (6) months. All permanent employees shall be eligible to take earned vacation days as they accrue, with prior approval of the immediate supervisor/principal. Such earned vacation shall not become a vested right until after the completion of the initial six (6) months of service in the District.

11.2 Vacation Carryover

Any employee in the bargaining unit on a twelve (12) month work calendar (work calendar A) or an eleven (11) month work calendar (work calendar B, C, D, and F) who has been employed for more than one year may carry over ten (10) days of vacation time, with the prior approval of the immediate supervisor. Any employee in the bargaining unit on a work calendar of less than eleven (11) months (work calendars E, G, H, and I) who has been employed for more than one year may carry over five (5) days of vacation time, with the prior approval of the immediate supervisor.

11.3 Vacation Deferral

If an employee is denied the opportunity to take vacation in the year following the year in which it was earned, the employee shall be paid for all vacation days or shall have the right to carry over a total of ten (10) days of vacation into the next fiscal year and receive compensation at the appropriate rate for any unused vacation days.

11.4 Vacation Pay

In the event a unit member does not use all of his accrued vacation by June 30 and does not have approval to carry over a maximum of five (5) such days to the next school year, the unit member shall use all the vacation days in excess of the prior year's accrual or days in excess of the approved carryover no later than December 31 of the following school year. The District shall pay the unit member for all such accrued vacation by no later than August 1. Pay for vacation days for unit members shall be the same as that which the employee would have received had he been in a working status.

11.5 Vacation Pay Upon Termination

When an employee who has completed the six (6) month probationary period is terminated for any reason, he shall be entitled to all vacation pay earned and accumulated, up to and including the effective date of the termination. If an employee is terminated and had been granted vacation which was not earned at the time of the termination of his services, the District shall deduct from the employee's final paycheck the full amount of salary which was paid for such unearned days of vacation taken.

11.6 Holiday Falling During Vacation

If a holiday falls during an employee's scheduled vacation period, the holiday will not be counted as a vacation day.

11.7 Vacation Scheduling

11.7.1 Vacation shall be scheduled at times requested by the unit member so far as possible within the District's work requirements as determined by the District. The District may not cancel a previously approved vacation schedule unless such cancellation is agreed to by the employee.

11.7.2 If there is any conflict between employees who are working on the same or similar operations as to when requested vacations may be taken, the employee with greater seniority shall be given his preference.

11.8 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in the event of an accident or serious illness without a return to active service, provided the employee supplies notice and supporting information, specifically a physician's statement supporting the basis of such interruption.

11.9 Longevity Entitlement

All employees shall earn longevity entitlement for vacation at the following rates (for the changes in the number of longevity vacation days, the District proposes that they be effective the first full pay period following the full ratification of the parties' successor collective bargaining agreement to the one that expired on June 30, 2022):

11.9.1 All twelve (12) month employees shall be entitled to fifteen (15) days of vacation after five (5) years of employment, eighteen (18) days of vacation after ten (10) years of employment, and twenty-one (21) days of vacation after fifteen (15) years of employment.

11.9.2 All eleven (11) month employees shall be entitled to fourteen (14) days of vacation after five (5) years of employment, seventeen (17) days of vacation after ten (10) years of employment, and nineteen (19) days of vacation after fifteen (15) years of employment. Eleven (11) of those days are included in the employee's work calendar.

11.9.3 All ten (10) month employees shall be entitled to thirteen (13) days of vacation after five (5) years of employment, sixteen (16) days of vacation after ten (10) years of employment, and eighteen (18) days of vacation after fifteen (15) years of employment. Ten (10) of those days are included in the employee's work calendar.

11.9.4 Unit members employed in the classifications of Special Education Instructional Assistant One-on-One or One-on-One Medically Fragile shall be paid for longevity vacation rather than taking such days off as vacation days. The parties understand that vacation day is not considered creditable compensation for purposes of PERS.

All other employees are expected to schedule accrued longevity vacation as time off in accordance with provisions of Article 11.

ARTICLE 12 - LEAVES

12.1 Bereavement Leave

- 12.1.1 A unit member is entitled to a paid leave of absence, without loss of pay, not to exceed ten (10) days at the time of the death of a unit member's spouse, mother, father, son or daughter, sibling, step-mother, and step-father. Any unit member is entitled to a leave of absence, without loss of pay, not to exceed five (5) days at the time of death, of any other member of the immediate family not included above.
 - 12.1.1.1 Any days of bereavement not used at the time of death may be used at the time of religious, military, or governmental services for the deceased.
 - 12.1.1.2 Additionally, any days of bereavement not used at the time of death may be used for legal proceedings related to the death that cannot be taken care of outside work hours. An employee must submit verification of their attendance at the legal proceeding in order to use this provision.
- 12.1.2 Members of the "immediate family" shall be as defined in Section 12.6.5 of this Article.
- 12.1.3 A unit member shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.
- 12.1.4 Within five (5) working days of a unit member's return to work the unit member must sign a District Absence Report to verify that bereavement leave was used only for the purpose set forth in Section 12.1.1 above, or provide other verification if requested.
- 12.1.5 Any days of bereavement not used at the time of death may be used at the time of religious, military, or governmental services for the deceased.
- 12.2 Judicial and Official Appearance Leave
 - 12.2.1 Unit members shall be entitled to paid leave of absence for jury duty or as a witness in any court, or legal proceeding except in cases where the District is a party, when the unit member's presence as a non-litigant is mandated by a court or governmental agency and evidenced by a judicial subpoena, a governmental agency summons, or an acceptable written notification for appearance.
 - 12.2.2 Any amount received for jury duty service or witness fees other than mileage, shall be paid to the District or deducted from the unit member's salary.
- 12.3 Military and Legislative Leave of Absence
 - 12.3.1 Leaves of absence for active military service shall be granted with pay under the provisions of Section 395.01 of the Military and Veterans Code of the State of California.

12.3.2 Unit members elected to the State Legislature shall be granted a leave under the provisions of Education Code section 44800.

12.4 Sick Leave

The District provides for its regular unit members protection against the loss of income sustained because of illness or injury. Sick leave is to protect a unit member against undue financial loss in the event of illness or injury. Sick leave shall not be used to extend vacation periods or holidays.

12.4.1 Full-time unit members shall be entitled to twelve (12) days (one workday per month worked) leave with full pay for each school year for purposes of personal illness, injury, childbirth, or quarantine. Unit members who work less than full time shall be entitled to that portion of the twelve (12) days (one workday per month worked) leave as the number of scheduled duty hours per week bears to the number of duty hours assigned to a full-time position. Unit members who are employed for less than a full fiscal year shall be entitled to that portion of the twelve (12) days as the number of months employed bears to twelve (12).

12.4.1.1 Whenever possible, part-time employees shall schedule all non-emergency doctor appointments outside their regular assigned work hours.

12.4.2 Any unit member may use up to six (6) days of accrued sick leave per school year to care for an ill spouse, child, parent, or domestic partner.

12.4.3 Extended Sick Leave

12.4.3.1 After all earned sick leave days at full pay have been exhausted and the unit member continues to be absent due to illness or injury, the unit member may elect to use his/her earned vacation days to remain at full salary for as long as possible.

12.4.3.2 After the exhaustion of the unit member's earned sick leave days, or earned sick leave and vacation days, the unit member shall be entitled to a maximum of 100 days per year of differential pay, which shall be the difference between his/her regular salary and the salary actually paid the substitute.

12.4.3.3 Unused differential days shall not be accumulated from year to year.

12.4.4 If a unit member does not utilize the full amount of leave as authorized in Section 12.4.1 above in any year, the amount not utilized shall be accumulated from year-to-year.

- 12.4.5 The District may require a unit member to be examined by a physician hired by the District. If the District requires a unit member to be examined by a physician hired by the District after the unit member's physician has examined the member and concluded in writing that the unit member may return to work, and if upon the District's examination the unit member is found medically capable of returning to work, the unit member shall suffer no loss of pay or benefits as a result of the delay in returning to work caused by the timing of the District's physician's determination. If, after examining the unit member and consulting with the member's physician, the District's physician determines that the unit member is not medically capable of returning to work, the unit member shall continue on sick leave whether paid or unpaid until further notice.
- 12.4.6 Barring unforeseen circumstances, a unit member must contact the Human Resources Department at least two (2) hours prior to the start of the workday to permit the District time to secure a substitute.
- 12.4.7 A unit member who is absent for less than a full workday will be charged in quarterly hour increments, only for that portion of the day he/she is absent: seven (7) minutes or less into that quarter results in no charge, more than seven (7) minutes into that quarter results in a fifteen (15) minute charge.
- 12.4.8 A unit member who plans to return the following workday, (excluding the first workday following a weekend) must notify the work site office before the substitute has left the work site. The cost of the substitute's salary will be borne by the District unless the unit member fails to notify the school in time to release the substitute. If the unit member fails to notify the District in time to release the substitute, an extra day's sick leave will be deducted from the unit member's available sick leave. If the accumulated sick leave of the unit member has been expended, the cost of the substitute will be deducted from the unit member's salary.
- 12.4.9 Employees in classifications that do not fall within the exemption requirement set forth in Labor Code section 245.5(a)(1) may use accrued sick leave for sick and safe time reasons for themselves and for family members, as defined below.
- 12.4.9.1 Family Member: The employee's current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An employee's domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption,

step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.

12.4.9.2 Safe time: Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

12.4.9.3 Sick time: Employees may take sick time for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

If the need to use sick or safe time is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to their direct supervisor of an absence from work. If the need to use sick or safe time is unforeseeable, an employee must provide notice – either orally or in writing – to their direct supervisor of the need to use such time as soon as practicable. An employee is responsible for specifying that the time off is for safe and sick time purposes.

12.5 Industrial Accident and Illness

12.5.1 Unit members will be entitled to Industrial Accident Leave according to the provisions in Education Code section 45192 for personal injury which has qualified them for workers' compensation.

12.5.2 Industrial accident or illness leave shall be allowed up to a maximum of sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

12.5.3 Allowable leave under this section shall not be accumulated from year to year.

12.5.4 Industrial accident or illness leave shall commence on the first day of absence.

12.5.5 Upon expiration of the leave, the unit member shall be assigned to the position he/she left.

12.5.6 If a unit member has notified the District in writing prior to the date of the industrial accident or injury that he/she has a personal physician, the unit member shall be entitled to be treated for the industrial injury by that physician at District expense. The District may designate a physician or medical care facility to treat a unit member for an industrial injury if the unit member has not submitted the prior written notice.

12.6 Personal Necessity Leave

Personal necessity leave is to protect employees against undue financial loss in the event of certain events which the unit member shall not be able to disregard.

- 12.6.1 Effective the first full pay period following the ratification of the parties' successor collective bargaining agreement to the one that expired on June 30, 2022, up to ten (10) days of an employee's accumulated sick leave may be used each year for personal necessity leave.
- 12.6.2 Personal necessity may only be taken for one of the following reasons:
 - 12.6.2.1 Death of member of the immediate family.
 - 12.6.2.2 Illness of a member of the immediate family.
 - 12.6.2.3 Serious accident involving the property of a unit member, or a serious accident involving the person or property of any member of the unit member's immediate family.
 - 12.6.2.4 Legal proceeding or appointments with an attorney which require the unit member's presence, and which cannot be reasonably scheduled outside the unit member's workday.
 - 12.6.2.5 Appearance in court or before any administrative tribunal as a litigant. Each date of necessary attendance under such an order other than the date specified in the subpoena shall be certified by the clerk or other authorized official of a body with jurisdiction.
 - 12.6.2.6 Marriage of the unit member, unit member's children or grandchildren.
 - 12.6.2.7 Graduations from high school or college of the employee, spouse, registered domestic partner, children or grandchildren.
 - 12.6.2.8 Attendance at religious services and observances of religious holidays. The unit member must hold a sincere, bona fide religious belief as defined by the California Fair Employment and Housing Act and Title VII of the U.S. Civil Rights Act.
 - 12.6.2.9 Matters of compelling personal importance [maximum of six (6) days per school year] are occurrences which require attention during assigned working hours and which the employee determines cannot reasonably be disregarded. The employee may meet with the immediate supervisor to discuss this leave. This meeting shall remain confidential. The employee needs to state the applicable contract section only on the Leave Request Form.

12.6.3 Under all circumstances, the unit member shall verify on the District Absence Report that the personal necessity leave was used only for the purposes set forth in this Section.

12.6.4 Barring unforeseen circumstances, unit members shall submit a request for personal necessity leave approval on a "Leave, Other Than Personal Sick Leave" form to his/her immediate supervisor not less than five (5) working days prior to the beginning date of the leave. For reasonable cause, the District reserves the right to require further information from a unit member on the actual use made of the leave.

12.6.5 Members of the immediate family means, mother, father, stepmother, stepfather, grandmother, grandfather or grandchildren of the employee, or the spouse or registered domestic partner of the unit member; and the spouse, registered domestic partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, children of a registered domestic partner, and any person "in loco parentis" of the unit member, or any relative living in the immediate household of the employee and persons listed on the emergency card notification form.

12.6.5.1 In order to provide proper notice during emergencies, the names listed on the emergency card shall be limited to four (4). The designations on the emergency card can be changed at any time during District business hours; however, in order to take leave for a person listed on the emergency card notification form, that person needed to have been listed on the card prior to the need for the leave arising.

12.6.6 Barring unforeseen circumstances, unit members shall not be granted a personal necessity leave on a day immediately before or after a holiday, vacation period or during the first or last week of the school year.

Personal necessity leave shall not be used for extending vacation periods or holidays, political activities or demonstrations, civic or organizational activities, business or social trips, occupational investigation activities, and concerted activities.

12.7 Retraining and Study Leave

Leaves of absence for study and/or retraining may be granted to one or more members of the unit as specified in Education Code section 45380, *et seq.*

12.8 Leaves of Absence Without Pay

12.8.1 The District may, at its discretion, grant an unpaid leave of absence for the following reasons:

12.8.1.1 The rest or restoration of health of a unit member.

- 12.8.1.2 A matter of illness or hardship involving a member of the unit member's immediate family.
 - 12.8.1.3 Attendance at distinctly professional meetings or educational groups and not as a District representative.
 - 12.8.1.4 For the purpose of maternity, paternity, adoption, or child rearing.
 - 12.8.1.5 For the purpose of educational improvement and advancement in an accredited institution of higher learning as a full-time student.
 - 12.8.1.6 For campaigning for an elected office or elected to public office (for the tenure of the elected office).
- 12.8.2 Unit members taking an unpaid leave of absence shall retain all previously earned salary step placement, advance increments, accumulated unused sick leave, or other employment status earned while on active service to the District.
- 12.8.3 No unit member shall be entitled to any compensation or increment while on an unpaid leave of absence.
- 12.8.4 No days of absence taken on an unpaid leave of absence may count toward credit for probationary status as an employee.
- 12.8.5 Unit members must submit a request to their immediate supervisor at least thirty (30) calendar days prior to the date requested for the commencement of the leave, which will not exceed beyond the school year in which the leave commences.
- 12.8.5.1 Upon the request of the employee, the Board of Trustees may extend the approved leave of absence for a maximum of one additional school year.
 - 12.8.5.1.1 Unit members who request and are granted leave extension are not guaranteed reassignment to the same work site.
- 12.8.6 The unit member must inform the Human Resources Department, in writing, thirty (30) calendar days prior to the scheduled return date or the expiration of the leave, whichever is the earliest, whether or not the unit member intends to return to work. The District shall notify the unit member prior to the notification date by mailing a notice to the last known address provided by the unit member.
- 12.8.6.1 Failure to notify the District within the thirty (30) day period shall be understood to be a notice of resignation from the unit member.

- 12.8.7 Unit members on unpaid leaves of absence may elect to retain health and welfare benefits during the period of the leave, subject to the approval of the insurance carrier, provided, however, that the employee agrees to pay the premiums monthly in advance. Failure to pay premiums in advance shall result in the automatic cancellation of appropriate health and welfare benefits.
- 12.8.8 Upon expiration of the unpaid leave, the unit member shall be reassigned to the assignment which he/she left provided that the unpaid leave is not extended as provided for in Section 12.8.5.1. In order to minimize disruption, a unit member who requests to return from unpaid leave of absence earlier than the designated period of the leave is not guaranteed the right to return to the assignment which he/she left, but may be placed in an alternate assignment with equal hours for the balance of the school year during which the leave was taken. The unit member may return to the assignment which he/she left the following school year unless the leave is extended as provided in Section 12.8.5.1. If a unit member is not reassigned to the position which he/she left because of extension of a leave, early return from leave or other valid reason, the unit member will be assigned to an alternative position with equal hours in the same classification.
- 12.8.9 If the District determines that an unpaid leave request shall not be granted, the District will provide the unit member requesting the leave notice of the denial and the reasons therefore.
- 12.8.10 The unit member may appeal the Administrator's decision to the Board. Should the Board deny the request, the District will give written notice of the denial.

12.9 Unpaid Family Care Leave

- 12.9.1 To be eligible for leave under the FMLA and CFRA (collectively “FMLA Leave”), employees must have completed one year of service for the District (not necessarily consecutive) and have been employed for six (6) or more hours per day or worked at least 1,250 hours over the previous 12 months as of the start of the leave.

Bargaining unit members who are otherwise eligible for, but who are employed for less than six (6) hours a day or less than 1,250 hours per year shall be entitled to FMLA Leave, but without the District-paid benefit contribution provided in Section 12.9.7 below.

- 12.9.2 **Reasons for Leave**
State and federal laws allow FMLA Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, to care

for a registered domestic partner or a child of a registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (FMLA only), qualifying exigency leave (FMLA only) as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only), and military caregiver leave (FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- 12.9.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);
- 12.9.2.2 to care for an immediate family member (spouse, child, or parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition) (“Family Care Leave”);
- 12.9.2.3 an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- 12.9.2.4 a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States (“Military Emergency Leave”); or
- 12.9.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (“Military Caregiver Leave”).

12.9.3 Definitions

- 12.9.3.1 “Child,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.
- 12.9.3.2 “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

- 12.9.3.3 “Designated Person,” for purposes of this Section, means any individual related by blood or whose association with the unit member is the equivalent of a family relationship. Unit members may identify a designated person at the time they request CFRA Leave. Unit members are limited to one designated person per 12-month period.
- 12.9.3.4 “Parent,” for purposes of this Section means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law” except only under the CFRA. For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.
- 12.9.3.5 “Covered Active Duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- 12.9.3.6 “Covered Servicemember” means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

12.9.4 Leave Length

- 12.9.4.1 The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period.

A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one fiscal year to the next fiscal year.

- 12.9.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

- 12.9.4.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. An employee must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the District may later require an employee to obtain recertifications of his/her need for leave.

- 12.9.4.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances and in accordance with applicable law, an extension

to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

12.9.4.5 The length of leave noted above represents the minimum available unpaid leave. The employee may request additional unpaid leave under Section 12.11.

12.9.5 Notice and Certification

12.9.5.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

12.9.5.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the District's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification; and (5) periodic reports during the leave.

12.9.5.1.2 At the District's expense, the District may also require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

12.9.5.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the District's operation. Please contact your manager or Human Resources prior to scheduling planned medical treatment.

12.9.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's FMLA Leave is certified, the District may later require medical recertification in connection with an absence that an employee report as qualifying for FMLA Leave. For example, the District may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the District receives information that casts doubt upon the employee's stated reason for the absence. In addition, the District may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the District shall be at the employee's expense.

12.9.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the District with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

12.9.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

12.9.6 Generally, FMLA Leave is unpaid. The District may require employees to use accrued vacation and/or sick leave during FMLA Leave. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

12.9.7 Benefits

12.9.7.1 The District will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently -will generally be provided with group health benefits for a 12 workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

12.9.7.2 If an employee is on a FMLA Leave but is not entitled to continued paid group health insurance coverage, the employee may continue his/her coverage through the District in conjunction with federal and/or state COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Please contact Human Resources for further information.

12.9.8 Job Reinstatement

12.9.8.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

- 12.9.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.
- 12.9.9 Entitlement to FMLA Leave for the purposes of the unit member's own illness (except for pregnancy disability taken under FMLA instead of CFRA) shall be satisfied by and run concurrently with leaves taken pursuant to Section 12.4 (Sick Leave), Section 12.4.2 (Extended Sick Leave), and Section 12.15 (Parental Leave).
- 12.9.10 Section 12.9 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.
- 12.9.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix C.
- 12.10 Pregnancy Disability Leave
 - 12.10.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.
 - 12.10.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).
 - 12.10.3 Reasonable Accommodation for Pregnancy-Related Disabilities
 - 12.10.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has

certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

12.10.3.2 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as “medically advisable”; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

12.10.3.3 As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

12.10.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

12.10.4.1 Provide 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

12.10.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not foreseeable; and

12.10.4.3 Provide a signed medical certification from the employee’s health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The District may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

12.10.5 Duration

12.10.5.1 The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

12.10.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

12.10.6 Reinstatement

12.10.6.1 If the employee and the District have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

12.10.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide Human Resources with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

12.10.6.3 An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

12.10.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

12.10.7 Integration with Other Benefits

- 12.10.7.1 Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. The District may require employees to use accrued vacation and/or sick leave during the leave. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave. Entitlement to pregnancy disability leave shall be satisfied by and run concurrently with leaves taken pursuant to Section 12.4 (Sick Leave) and Section 12.4.2 (Extended Sick Leave).
- 12.10.7.2 Employees should apply for California State Disability insurance (“SDI”) benefits. SDI forms are available from the District or the employee’s health care provider. Any SDI for which an employee is eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that she do not receive more than 100% of her regular pay.

12.10.8 Benefits

- 12.10.8.1 The District will maintain an employee’s health insurance benefits during an employee’s Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act (“CFRA”) leave, the District will continue the employee’s health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee’s pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for the 12 workweek period.

- 12.10.8.2 In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other

than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.

12.11 Paid Family Leave

- 12.11.1 Unit members may apply for Paid Family Leave (PFL) for up to six weeks in a rolling 12 month period to care for a seriously ill child, spouse, registered domestic partner or parent or to care for a newborn baby or newly-adopted child. PFL provides the employees with partial pay, not full pay. Of the unit member is also eligible for unpaid family leave under federal and state law (FMLA/CFRA), that leave will run concurrently with the PFL.
- 12.11.2 There is a waiting period of 7 calendar days from the time the employee requests the leave until the PFL begins.
- 12.11.3 The unit member shall use up to six (6) days of accrued sick leave under section 12.4.2, and/or Personal Necessity Leave, or accrued vacation during the 7-day waiting period. The unit member is then eligible for six (6) weeks of PFL. The unit member will have the option to coordinate PFL with any remaining days of the six (6) days of accrued sick leave available under section 12.4.2 or any of the seven (7) days of Personal Necessity Leave under section 12.6 or vacation in order to maintain full pay.
- 12.11.4 Unit members who are eligible for FMLA/CFRA (employees who have worked at least 1250 hours in the previous year) will continue to receive the District contribution toward health benefits during this PFL. Unit members who are not eligible for FMLA/CFRA may continue their health insurance coverage at their own expense while on PFL.

12.12 General Provisions Governing Leaves of Absence

- 12.12.1 The approval or denial of a leave of absence, except in cases where a leave of absence must be granted by specific provisions of law and/or this Agreement, shall be construed to be a right reserved by the District and Board. The exercise of discretion by the District or Board shall not constitute a grievance under the provisions of Article 15 of this Agreement, provided, however, nothing herein shall deprive a unit member the right to pursue a grievance relating to a violation of any other provisions of this leave Section.
- 12.12.2 If a unit member is on leave for more than 75% of his/her school year, the unit member shall not be entitled to a year of service for salary placement purposes.
- 12.12.3 An employee requesting a leave under this section must submit a request to his/her immediate supervisor at least thirty (30) calendar days prior to the date requested for the commencement of the leave.

- 12.12.3.1 The request shall also include the length of the leave but will not exceed beyond the work year during which the leave commences.
- 12.12.3.2 The immediate supervisor must promptly forward the request for leave to the District Human Resources Department for approval.
- 12.12.4 An employee may, at the discretion of the Board of Trustees, be granted an extension of an approved leave of absence for a maximum of one year.
 - 12.12.4.1 Employees requesting an extension are not guaranteed reassignment to the same work site.
- 12.12.5 Section 12.12, in its entirety, shall apply to all leaves granted under this Article except as otherwise specified.

12.13 Sick Leave Bank/Catastrophic Leave

CSEA and the District agree to establish the CSEA Chapter 412 Catastrophic Leave Bank.

12.13.1 Eligibility

- 12.13.1.1 Unit members who have exhausted applicable paid leaves provided for in the collective agreement, including differential pay, may use Catastrophic Leave as provided for in this Article.
- 12.13.1.2 To qualify for Catastrophic Leave, the employee must have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time.
- 12.13.1.3 Catastrophic Leave is not to exceed a cumulative maximum of eighty-five (85) days per individual or the maximum number of days donated pursuant to this section, whichever is less. Catastrophic Leave shall be taken in one (1) day increments, based on FTE.
- 12.13.1.4 Participation in the Catastrophic Leave Bank is voluntary. Employees who wish to participate will donate up one (1) sick or vacation day beginning October 1, 2020. Bargaining unit members who participated in the Catastrophic Leave Bank by making donations in the 2018-2019 school year, will not be required to donate any additional days in order to remain eligible as a participant in the Catastrophic Leave Bank. Day(s) may be donated from accrued sick leave and/or vacation days. New hires will have thirty (30) calendar days from date of hire to elect to participate.
- 12.14.1.5 Unit members who do not join the Bank by October

1, 2020, or within 30 days of hire, will have to wait until the next open enrollment period which shall be October 1 of school year and will not be eligible to receive a contribution from the Bank until they have officially joined the Bank.

12.13.1.6 The Catastrophic Leave Bank Committee may solicit an additional request for donations of sick leave and/or vacation days that is mailed to members if the Bank falls below forty-five (45) days or is deemed by the Catastrophic Leave Bank Committee to be low on the number of days in the bank.

12.13.1.7 Membership may only be established in accordance with Section 12.14.1.4 and 12.14.1.5 and any transfer of sick leave or vacation day donations to the Catastrophic Leave Bank are irrevocable.

12.13.2 Catastrophic Leave Bank Committee

The Catastrophic Leave Bank Committee shall be established consisting of five (5) unit members: The President of CSEA Chapter 412, and a representative of the other four groups comprising CSEA (If the president is representing instructional aides, then a health clerk, secretary, library clerk, and district office employee must be on the committee).

12.13.2.1 It shall be the responsibility of the Committee to administer the Catastrophic Leave Bank in accordance with the Agreement and applicable state law. The duties of the Committee are to:

- a. Receive leave requests;
- b. Verify the validity of requests;
- c. Approve or deny requests;
- d. Communicate its decision to affected employees and the Superintendent;
- e. Solicit donations of sick leave/vacation days from members of the Catastrophic Leave Bank as needed.

12.13.2.2 The President of CSEA Chapter 412, or his/her designee, shall be designated as the Chairperson.

12.13.2.3 The District shall cooperate with the Committee in establishing appropriate record keeping procedures including the total number of accumulated days in the Bank and the names of participating members.

12.13.2.4 The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

12.13.2.5 A quorum of the Committee shall consist of three (3) members. Approval of a request shall require a majority vote of the members present at a properly convened meeting of the Committee consisting of at least a quorum.

12.13.3 Application Process

12.13.3.1 A member desiring Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts, which support a need for Catastrophic Leave including verification. The Committee shall review the application and make its decision within a reasonable period of time.

12.13.3.1.2 When the Committee determines that the member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of leave are available from the Bank, members in accordance with the procedure outlines may use them. If sufficient days are not available, the Committee may solicit donations of days from members of the Catastrophic Leave Bank in accordance with the Agreement on the appropriate form approved by CSEA Chapter 412 and the district.

If the Committee reasonably believes that the applicant may be eligible for a disability allowance or disability retirement under PERS or Social Security, the Committee may request that the applicant apply for such benefits. If the applicant refuses to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, he/she shall no longer be eligible for days from the Catastrophic Leave Bank for the pending application.

The applicant shall comply with any requests for additional information from PERS or Social Security with fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by PERS or Social Security, the applicant must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

12.13.4 Miscellaneous

- 12.13.4.1 All solicitations for donations to the Catastrophic Leave Bank shall be made by the Committee on the appropriate form approved by CSEA Chapter 412 and the District Business Manager.
- 12.13.4.2 Any employee who severs employment with the District shall have the option to donate up to a maximum of six (6) days of accrued sick leave and/or vacation. Donations must be made at time of separation.
- 12.13.4.3 Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.
- 12.13.4.4 Unit members using days granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided by this Agreement or by law.
- 12.13.4.5 The Catastrophic Leave Bank is subject to appeal to the CSEA Chapter 412 Executive Board only, and is not subject to review or appeal under any other procedure.

12.14 Parental Leave

12.14.1 Operative Date

This Section shall become effective as of January 1, 2017.

12.14.2 Interpretation of Parental Leave Section

This Section is based on Education Code section 45196.1 and shall be interpreted and implemented in compliance with Section 45196.1 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and CSEA.

12.14.3 Definition of Parental Leave

For the purposes of this Section, “parental leave” has the same definition as set forth in Education Code section 45196.1. Education Code section 45196.1 defines “parental leave” as “leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption, or foster care of the child by the employee.”

12.14.4 Eligibility for Parental Leave

During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member’s duties on account of parental leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the amount deducted from the salary due the unit

member for any of the additional 12 weeks in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the unit member's absence. Effective January 1, 2019, in no event, will a bargaining unit employee receive less than 50% of their salary while using leave under this Section.

In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in Government Code section 12945.2(a) and Article 12.9.1.

12.14.5 Calculation of Parental Leave

For the purposes of this Section:

12.14.5.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article 12.9 if the unit member qualifies for such leave.

12.14.5.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 12.9.1, the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

12.14.5.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.

12.14.5.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period. Leave taken under this Section must be completed within 12-months of the birth, adoption or placement of a child foster care.

12.14.5.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 and Article 12.9.

12.14.6 One 12-Week Leave Period Both Parents Employed by The District

When both spouses (registered domestic partners) of the child are employed by the District and are eligible for leave under this Section, consistent with Article 12.9.4.1, the spouses (or registered domestic partners) will be limited

to a total of 12 workweeks off between the two of them when the leave is for parental leave.

12.14.7 Governing Board Approval Not Required

This Section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's Governing Board.

ARTICLE 13 - TRANSFERS, PROMOTIONS AND DEMOTIONS

13.1 Definitions

13.1.1 Definition of Transfer

13.1.1.1 The movement of an employee from one workstation/site to another work station/site within the same classification.

13.1.1.2 The movement of an employee from one classification to another classification in the same job family with the same salary range designation.

13.1.1.3 The movement of an employee from a classification in one job family to a classification in another job family with the same salary range designation.

13.1.2 Definition of Voluntary Employee Transfer

A voluntary employee transfer is a transfer initiated by the unit member.

13.1.3 Definition of Administrative Transfer

Administrative transfer is defined as the District-initiated movement of an employee from one work station/site to another within the same classification.

13.1.4 Definition of Job Family

For the purpose of this Section, job family shall be designated in the classified salary schedule and are specifically the following: Secretarial, School Office, and Clerical; Media Services; Instructional; Business Office and Child Nutrition Services; Information Technology; and Child Care.

13.1.5 Definition of Promotion

Promotion is defined as the movement of an employee from one classification to another classification with a higher salary range designation.

13.1.6 Definition of Demotion

Demotion shall be defined to mean the reassignment, voluntary or involuntary, to a position which is of a lower salary range. In the case of a demotion, the

employee shall receive the salary on the lower range and shall receive any step (service) increment earned in the former position.

13.1.7 Definition of Opening

An opening is any position that is temporarily available because of an employee on a leave of absence or a temporary reassignment.

13.1.8 Definition of Vacancy

A vacant position is created when an employee permanently leaves the position or when the District creates a new position.

13.2 Procedures for Filling Vacancies

13.2.1 If the District decides to fill a vacant position, it will use the following process to fill the position in descending order:

13.2.1.1 Administrative transfers or involuntary demotions.

13.2.1.2 Voluntary transfers submitted consistent with Article 13.2.4.1-13.2.4.3

13.2.1.3 Voluntary transfers submitted consistent with Article 13.2.5, promotions or voluntary demotions.

13.2.2 The District shall have sixty (60) days to fill vacant or newly created positions. If the District decides not to fill a vacant position within sixty (60) days, the District will notify CSEA.

13.2.2.1 The sixty (60) days shall begin the first day of posting of a vacancy notice or with the first day that the position is occupied by a substitute employee, whichever occurs first. (A substitute shall be any person not assigned to the position on a probationary or permanent basis.)

13.2.2.2 If the position remains unfilled after the sixty (60) day period, the District shall consult with CSEA on the problems in filling the position, at which time CSEA may grant a thirty (30) day extension.

13.2.2.3 If CSEA does not agree to an extension or if the position remains unfilled at the conclusion of the extension period, the services of the substitute shall be terminated immediately and the position shall remain vacant.

13.2.3 The District retains the right to determine the qualifications of candidates.

13.2.4 Filling Vacancies Via Voluntary Transfer Requests Without Posting

13.2.4.1 Permanent employees shall be eligible to submit a voluntary transfer request and be considered for the vacancy as long as the employee meets the requirements of Article 13.2.4.2 and 13.2.4.3 and: (a) meets the minimum qualifications of the position; (b) has not accepted a voluntary transfer during that school year; and (c) is not currently on a performance improvement plan. If an employee meets the criteria set forth above, the employee will be interviewed for the vacancy. Probationary employees are not eligible to submit a voluntary transfer request.

13.2.4.2 Unit members may initiate a voluntary employee transfer request by giving written notice to the Human Resources Department by October 1st using the District provided Voluntary Transfer Form. Transfer requests shall be active for a period of one year subsequent to filing, unless the unit member withdraws the request.

13.2.4.3 Except for voluntary transfer requests submitted in accordance with Article 13.1.1.1, written voluntary transfer requests shall include specific work locations desired (up to four locations may be selected); the number of hours the unit member desires; qualifications, including experience; education, and special skills; and, where applicable, the particular program desired. Employees submitting a voluntary transfer request under Article 13.1.1.1 must provide the information specified in the preceding sentence except that they may choose to or not to provide their experience, education, and special skills. Written voluntary transfer requests shall be kept confidential until an appropriate vacancy occurs at which time if the employee's desired work location is vacant, the vacancy has the requested number of hours and, if applicable, is within the particular program and the bargaining unit employee meets the requirements of Article 13.2.4.1, the employee will be interviewed for the vacancy in accordance with the procedure set forth in Article 13.3.

13.2.4.4 An employee who submitted a voluntary transfer request consistent with the requirements of Article 13.2.4, who is interviewed for the vacant position, and is not selected for the vacant position, may:

13.2.4.4.1 Request to meet with the hiring manager or Human Resources to discuss the denial; or

13.2.4.4.2 May request, in writing, an explanation for why he/she was not selected.

13.2.5 Filling Vacancies Via Transfers Submitted During the Posting Of A Vacant Position, Promotions, Voluntary Demotions, And External Candidates

13.2.5.1 If the vacancy is not filled by a voluntary transfer as set forth in Article 13.2.4, the District will post the vacancy in each work site for at least five (5) days prior to the vacancy being filled. Employees who wish to be considered for such positions shall complete the required application forms and procedures by the stated deadline for the application.

13.2.5.2 The notice of the position openings shall include the job title and position, description of duties, minimum qualifications, salary range required for the position, work site, assigned work shift hours, months (work calendar) per year, deadline to apply, and projected starting date.

13.2.5.2 Notice of vacancies in the bargaining unit will be forwarded to CSEA.

13.2.5.3 Except for promotional candidates, permanent employees shall be eligible to apply for the vacant position as long as the employee: (a) meets the minimum qualifications of the position; (b) has not accepted a voluntary transfer during that school year; and (c) is not currently on a performance improvement plan. If an employee meets the criteria set forth above, the employee will be interviewed for the vacancy in accordance with the procedure set forth in Article 13.3. Probationary employees are not eligible to apply for a transfer, promotion, or voluntary demotion. In the event a permanent employee meets all other minimum qualifications of a vacant position and other criteria set forth above but does not meet the minimum words per minute typing requirements of a vacant position, he/she shall be interviewed as long as he/she has accurately tested within 10 words per minute of the required words per minute minimum for that vacant position.

13.2.5.4 After the five working day posting period has ended, the District may interview simultaneously internal and external candidates for bargaining unit vacancies; however, internal candidates for bargaining unit positions will be given preferential consideration by being given additional points equal to 10% of the total possible points by each member of the interview panel.

13.2.5.5 An employee who applies for a vacant or newly created position as set forth in this Section, who is interviewed for the position, and who is not selected for the position, may request:

13.2.5.5.1 To meet with the hiring manager or Human Resources

to discuss the denial; or
13.2.5.5.2 May request, in writing, an explanation for why he/she was not selected.

13.2.6 Administrative Transfers

13.2.6.1 Administrative transfers may be initiated by the Superintendent or designee and shall be based on the work-related special needs of the District and/or welfare of the employee involved.

13.2.6.2 In the event that circumstances require that an employee be transferred on an administrative basis, the employee and CSEA shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the District regarding the transfer.

13.2.6.3 An Instructional Assistant may make an administrative transfer in order to accompany a teacher who is transferring if there is mutual agreement between the District and CSEA. Any such transfer shall not be considered a precedent. Administrative transfers made for the purpose of keeping an Instructional Assistant/Teacher team together will be considered on a case-by-case basis.

13.2.7 Promotions

13.2.7.1 When a vacant position is posted, employees must meet the standards set forth in Article 13.2.5.3(a) and (c), including being a permanent employee, to apply for a promotion.

13.2.7.2 An employee who is promoted must receive a satisfactory evaluation by the end of the first six (6) months in order to become a permanent employee in the new classification. If the employee is unable to complete a successful evaluation period, the administration may, at its option, extend the evaluation period an additional three (3) months. If the employee is still unable to obtain permanent status, he/she shall be immediately reclassified to his/her previous classification and assigned to the first vacancy in a position where the employee obtained permanent status. CSEA and the District shall meet and confer concerning implementation of this return to the prior class.

13.2.8 Involuntary Demotions

Involuntary demotion of an employee who has obtained permanent status in his/her job classification requires the Superintendent's approval.

13.3 Interview Process

- 13.3.1 The members of the interview panel will independently rank applicants without discussion and then shall discuss the rankings to determine the highest rating candidate. If the interview panel determines that, between two internal candidates, all other things are equal with respect to filling the vacancy, then the person with the greatest hire date seniority shall be the highest ranked candidate. The panel's determination shall not be grievable.
 - 13.3.2 The interview panel will forward the name of the highest-rated candidate to the appropriate managers, subject to reference checks for outside candidates.
 - 13.3.3 The interview panel may include a bargaining unit member from the classification of the vacancy. CSEA shall provide the District with a list of bargaining unit employees who wish to serve on interview panels by July 15th of each fiscal year. The District will provide release time without loss of pay to bargaining unit members who participate on the interview panel.
 - 13.3.3.1 The District will contact employees within the classification of the vacancy on the list provided by CSEA at least three workdays in advance of the interview panel, unless otherwise agreed between the District and CSEA.
 - 13.3.3.2 If the District is not able to obtain a CSEA bargaining unit employee to act as a panel member from the list provided by CSEA, the District will notify the CSEA President or CSEA Designated Executive Board Member, if the President is not available. By 5:00 p.m. on the next workday after receiving notice from the District, CSEA will notify the District of its intent to appoint a CSEA bargaining unit employee to the panel or allow the District to proceed with the interview panel without the participation of a bargaining unit employee. If CSEA elects to appoint an employee to the interview panel, it may select a CSEA Officer or a bargaining unit employee from the classification of the vacancy.
- 13.4 Tests
- 13.4.1 If an employee has previously passed a test for a position for which the employee is currently an applicant, then the employee shall not be required to retake the test if the same test was previously passed. The District, however, reserves the right to require an employee to take a test he/she has previously passed upon providing written notice to the employee. The District's notice must provide the basis for why it is requiring the employee to take such a test.
 - 13.4.2 The results of an employee's skills test will remain on file.
- 13.5 Acceptance/Declination of Transfer/Promotion

- 13.5.1 For vacancies filled through the process set out in Article 13.2.4, 13.2.5, and 13.2.7, the District will provide the employee with notice that he/she has been selected for the position via email and phone (if the employee does not answer, the District will attempt to leave a message notifying the employee he/she has been selected to receive the transfer or promotion, as applicable).
- 13.5.2 The employee will have until 4:00 pm the next workday from the District providing notice to either accept or decline the transfer or promotion, as applicable. If the employee does not respond in a timely manner, the employee will no longer be eligible for that transfer or promotion and the District will proceed to the next candidate or may, if necessary, repost the position.
- 13.5.3 The District will provide written notice to the employee of the effective date of the transfer or promotion, as applicable.

ARTICLE 14 - EVALUATION PROCEDURES

14.1 Evaluation

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements without an attempt by the evaluator to verify the information. Both the evaluator and the employee must sign the evaluation. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. Evaluation shall be as set forth in the Article and any forms adopted by the Governing Board.

14.2 Procedure for Evaluation

- 14.2.1 The evaluation form is to be issued by the Program Manager/Supervisor immediately responsible for the work of the employee. The employee may request a person who exercises functional supervision to provide the Program Manager/Supervisor with information regarding employee's performance.
- 14.2.2 The evaluation is used to rate each person against the requirements of his position. This form will be placed in the employee's personnel file located in the District Human Resources Office. Employees shall be allowed to review evaluations contained in their personnel file.
- 14.2.3 All markings and comments must be typed or written in ink. In cases where changes or corrections are necessary, they must be initialed by the employee before being placed on file in the Human Resources Office.
- 14.2.4 Probationary employees should be evaluated prior to the end of the third and the end of the fifth month of employment. If an employee fails to complete a

successful probationary period as provided in this Section, the employee shall be dismissed.

- 14.2.5 Permanent employees shall be evaluated at least once every two (2) years. The employee's written evaluation is to be transmitted to the employee prior to the last working day in March.
- 14.2.6 Information of a derogatory nature, such as unsatisfactory evaluation, shall not be entered into a personnel file until the employee is given five (5) days' notice and an opportunity to review and attach a written rebuttal to such derogatory material.
- 14.2.7 If the evaluator determines that the employee's overall performance is unsatisfactory, the evaluator shall give specific reasons in writing as to why the employee's performance is deemed unsatisfactory and shall provide the employee with a written Classified Assistance Plan to help improve the employee's performance. The employee has the right to request CSEA representation at any meeting about the Classified Assistance Plan. An employee with an overall unsatisfactory evaluation shall be reevaluated after two months on the Classified Assistance Plan. If insufficient improvement is made and the employee receives a second overall unsatisfactory evaluation, the employee shall not be eligible for a step increase, longevity pay increase, overtime or summer work. The District shall provide CSEA with a written notice of every recommendation to withhold a step increase or longevity pay increase. The employee shall have the right to appeal to the Assistant Superintendent, Human Resources or designee who will review every recommendation for withholding a step or longevity increase, and the employee shall be advised that he/she has the right to CSEA representation in the appeal process. If the employee receives a third unsatisfactory evaluation, the employee may be terminated in accordance with the procedures set forth in Article 18. If the employee improves job performance to overall satisfactory, the employee shall receive any applicable step increase or longevity increase on a non-retroactive basis at that time, effective as of the reevaluation date. After that the next step raise shall continue to be on the employee's anniversary date. Nothing in this article shall preclude the District from taking separate action under Article 18 of the Agreement.

ARTICLE 15 - GRIEVANCE PROCEDURES

15.1 Definitions

- 15.1.1 A "grievance" is a claim by one or more members of the unit, or a claim by CSEA on behalf of one or more members of the unit, of an alleged violation, misinterpretation or misapplication of the provisions of this Agreement.
- 15.1.2 A "day" is any day in which the central administration office of the District is open for business.

- 15.1.3 A "workday" is any day in which the employee is required to report for duty.
- 15.1.4 A "representative" shall be a person chosen by the aggrieved with the advice and consent of CSEA to represent the aggrieved.
- 15.1.5 The "immediate supervisor" is the management person having immediate jurisdiction over the grievant.
- 15.1.6 A "Party In Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

15.2 Informal Level

Before filing a formal written grievance, but within fifteen (15) days after knowledge of the act or omission giving rise to the grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The grievant must identify in writing the meeting as an informal grievance conference.

15.3 Formal Level

15.3.1 Level I

Within ten (10) days after the informal conference, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

15.3.1.1 This statement shall cite the appropriate provision of this Agreement alleged to have been violated, misinterpreted, or misapplied, the circumstances involved, the decision rendered at the informal conference, and the remedy sought.

15.3.1.2 The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.

15.3.1.3 Prior to the supervisor's decision either party may request a personal conference with the other party.

15.3.2 Level II

15.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or his designee within the ten (10) days after receiving it.

15.3.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal.

15.3.2.3 The Superintendent/designee, shall communicate a decision within ten (10) days after receiving the appeal.

15.3.2.4 Either the grievant or the Superintendent/designee, may request a personal conference with the other party within the above time limits.

15.3.3 Level III

If the grievance is not resolved at Level II, CSEA may, within fifteen (15) school days of the receipt of the decision from Level II, request in writing that the grievance be submitted to arbitration. The arbitrator's decision shall be binding to both parties.

15.3.3.1 This level of appeal shall be in writing and addressed to the Superintendent. It shall be hand delivered or mailed by certified mail.

15.3.3.2 Within ten (10) days of submission of the written request for arbitration, CSEA shall contact the California State Mediation and Conciliation Service, naming both parties to the grievance. The California State Mediation and Conciliation Service shall send a list of five (5) arbitrators to each of the parties, who will follow the prescribed procedures for agreement on an arbitrator in that each party will alternately strike from the list until only one (1) name remains. That person shall be the arbitrator. The order of striking will be determined by lot. Failure to request a panel of arbitrators within these time limits shall result in the grievance being considered as waived.

15.3.3.3 The arbitrator shall be provided all available documents relating to the grievance. If any question arises as to the grievability of this grievance, such question will first be ruled upon by the arbitrator prior to hearing the merits of the grievance. Parties in interest shall be given at least two (2) school days prior notice of scheduled hearings. Parties in interest and their conferees shall have the right to be present at such hearings.

15.3.3.4 The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator shall be without the power or authority to make any decision that requires the commission of an act prohibited by law or that violates the terms of the Agreement. The arbitrator shall be without the authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with arbitral standards of contract interpretation.

- 15.3.3.5 The arbitrator's decision shall be final and in writing. The decision will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The decision shall be submitted to the parties.
- 15.3.3.6 Any cost of the proceedings, other than those incurred unilaterally by either party, will be shared equally by the parties. If the arbitrator requests a transcript of the proceeding, the cost of that transcript shall be divided equally between the District and CSEA. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties request a copy of the transcript, the total cost shall be divided equally between the District and CSEA.

15.4 Miscellaneous Provisions

- 15.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 15.4.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the work year, or as soon thereafter as is practicable.
- 15.4.3 Time limits given in these procedures may be modified by written agreement of all parties involved.
- 15.4.4 Once a formal grievance has been filed, all proceedings shall be as private and as confidential as possible except when the grievance relates to matters affecting all members of the staff.
- 15.4.5 A member of the unit may be represented at all stages of the grievance procedure by himself, and by a representative(s) of CSEA.
- 15.4.6 When the grievant is not represented by CSEA, CSEA shall have the right to receive a copy of the grievance and any proposed resolution of the grievance, and to file a response at all stages of the grievance procedure prior to a resolution of the grievance by the District.
- 15.4.7 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.

- 15.4.8 No party in interest shall take reprisals against any member of the unit, party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.
- 15.4.9 Forms for filing grievances and other related documents will be developed jointly by the Superintendent and CSEA and shall be available at the District Office, each school, and the CSEA office.
- 15.4.10 The parties in interest agree to make available to each other all pertinent information not privileged under law or District policies in its possession or control, and which is relevant to the issues raised by the grievance.
- 15.4.11 When a grievance meeting or hearing is held during the workday, the following unit members shall be released for the duration of the meeting or hearing without loss of compensation: the grievant(s), his representative(s), and any unit member(s) who is required to appear as a witness.
 - 15.4.11.1 If it is necessary to investigate during the workday the situation giving rise to the grievance, or if an unusual amount of time is necessary to compile data requested by the District following discussion between the grievant, his representative and the management person involved, the request for release time will be forwarded to the Assistant Superintendent for Human Resources. The Assistant Superintendent may grant the request and provide necessary release time without loss of compensation to the grievant and/or his representative.

ARTICLE 16 - SAFETY

- 16.1 The District is obligated by law to conform and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state and federal law.
- 16.2 It shall be the responsibility of unit members to report unsafe, hazardous or unsanitary conditions as soon as possible to the building supervisor who shall report the condition to the administration as soon as possible.
- 16.3 Unsafe, hazardous or unsanitary conditions shall be corrected as soon as possible.
- 16.4 In the event a hazardous, unsafe, or unsanitary condition exists within any building, unit members will not be required to work in that portion of the building and may be reassigned to other District work sites.
- 16.5 CSEA shall have the right to appoint one member to serve on the District Safety Committee.

16.5.1 Attendance at District Safety meetings shall be without loss of pay or loss of other benefits when meetings are scheduled during the employee's assigned duty hours.

16.6 VDT-Video Display Terminal Use

The following provisions apply to employees who regularly use a VDT for four (4) or more hours per day:

16.6.1 The District will provide an antiglare screen upon written request from the employee.

16.6.2 Alternative Work Period

Every employee using a VDT for four (4) or more hours per day shall have the right to take a five (5) minute alternative work period away from the VDT at the end of every one hour of continuous work on the VDT to perform other assigned work within the job description. Employees are encouraged to observe this five (5) minute alternative work period.

16.6.3 Employees who work at VDT's are encouraged to have regular eye examinations. If the cost of tinting lenses prescribed for an employee is not covered by the District's vision care plan, the District shall reimburse employees who use a VDT for four (4) or more hours per day for the cost of having corrective lenses tinted in order to reduce glare and eye strain. The District is not obligated to reimburse an employee for the cost of tinting lenses more often than once per work year. The employee shall provide the District with a receipt from the optometrist or optician verifying the cost of tinting the lenses.

16.6.4 In order to prevent focusing problems while driving, no employee shall be required to operate a VDT for a period of fifteen (15) minutes prior to the end of the shift.

16.7 Staff Development Committee

16.7.1 CSEA and the District agree to establish a committee to address specific areas of staff development for employees.

16.7.2 The Committee will be comprised of four employees, appointed by CSEA, the Assistant Superintendent, Human Resources or designee, and up to two additional District Leadership Team Members or representatives, which would represent areas being discussed.

16.7.3 The Committee will meet on an as needed basis to address: (1) staff development areas as presented as need areas; (2) design and/or seek out resources for training; and (3) review and evaluate staff development effectiveness in meeting needs of employees.

- 16.7.4 CSEA membership on the Committee is voluntary and CSEA and the District agree to have as little impact on the day-to-day services employees provide.

ARTICLE 17 – RECLASSIFICATION

17.1 Reclassification, Definitions

17.1.1 The parties agree that changing conditions may warrant reclassification of positions and/or class of a part of the bargaining unit. It is also recognized that both the District and CSEA have vested interests in such reclassifications. The purpose of this Article is to facilitate necessary reclassifications and to provide an orderly process for effecting the same.

17.1.2 Reclassification means the redefining of a position or group of positions to a different job class with a corresponding change in title and job description, to account for changes in technology, duties or work that may alter the nature of the job.

Reclassification is distinguished from a regrade in that regrade constitutes a change in salary without changes in job title or job description.

17.1.3 The District and CSEA agree to form a Job Description Committee, made up of two members from each group with the Human Resources Director as the fifth member. The task of the committee will be to review job descriptions on an ongoing basis.

17.2 Procedures

17.2.1 When either party seeks to effect a reclassification, the District/CSEA shall submit to the other party the following data:

17.2.1.1 The class or position to be reclassified.

17.2.1.2 The existing job description and salary placement.

17.2.1.3 The proposed job duties and salary placement.

17.2.1.4 Employees affected by the proposal and the proposed disposition of same.

17.2.1.5 The basis for the reclassification.

17.2.2 The District shall have fifteen (15) working days to respond to a CSEA proposed reclassification. It may:

17.2.2.1 Advise that it approves the proposal.

17.2.2.2 Call for a negotiating session.

- 17.2.2.3 Exercise its management prerogative and inform CSEA that it does not agree with the need to reclassify at which point CSEA may not demand a negotiating session.
- 17.2.3 CSEA shall have fifteen (15) working days from date of receipt of the reclassification proposal to respond. It may:
 - 17.2.3.1 Advise that it approves the proposal.
 - 17.2.3.2 Not respond.
 - 17.2.3.3 Call for a negotiating session.
- 17.2.4 In the event CSEA does not respond to a District initiated proposal, the District shall be free to implement its proposal.
- 17.2.5 Within the fifteen (15) working days of either party calling for a negotiating session, the parties shall meet and strive, in good faith, to reach agreement. If the parties have not been able to reach agreement by the end of at least three (3) bargaining sessions and forty-five (45) working days, the parties will immediately implement the impasse procedures.

ARTICLE 18 - DISCIPLINE

The District may discipline permanent bargaining unit members for just cause. Disciplinary action is defined as dismissal, suspension, reprimands (oral and written), and demotion.

18.1 Progressive Steps

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive steps may be as follows:

- 18.1.1 Warnings: Except in those situations where an immediate suspension is justified under the provisions of the Agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. The supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring more severe disciplinary action. Such warning shall state that recurrences of the conduct giving rise to the warning may lead to further disciplinary action, and a copy of the warning shall be sent to the Chapter President.
- 18.1.2 Suspension

18.1.3 Dismissal or involuntary demotion

18.2 Causes

Permanent employees shall be subject to disciplinary action for cause(s) as stated in Board Policy and/or Administrative Regulations including compliance with the Drug Free Workplace Act, and/or such causes as are enumerated in the Education Code.

18.3 Written Notice

When a dismissal, suspension, demotion, or reassignment is proposed, the District will provide the bargaining unit member with a Notice of Proposed Action in writing of: charges, possible penalty, procedure to be followed, right to respond, right to representation and right to appeal. The Notice of Proposed Action shall be served in person or by certified mail to the employee at the last known address.

18.3.1 The Notice of Proposed Action shall include the following:

18.3.1.1 A statement of the specific charges against the employee written in ordinary and concise language. These statements shall include the specific acts and/or omissions, including times, dates and location, on which the disciplinary action is based, a statement of cause(s) for the action being taken and, if it is claimed that the employee has violated a rule or regulation of the District, such rule or regulation shall be set forth in the Notice.

18.3.1.2 The nature of the disciplinary action being proposed.

18.3.1.3 The materials upon which the charges are based.

18.3.1.4 A right to respond to the charges, either orally or in writing, at the employee's discretion, to the Superintendent/designee and the right to have representation at such a meeting.

18.3.1.5 Notice of appeal rights as set forth in this Article.

18.3.1.6 The CSEA Chapter President will be provided with a copy of this notice.

18.3.2 Unit members will be given five (5) working days from receipt of notice to request a meeting with the Superintendent/designee in order to respond to the charges, either orally or in writing. The unit member shall have a right to have representation at such a meeting. This meeting shall constitute the "Skelly" hearing. Failure to request this hearing within the specified time will constitute a waiver of the right to a hearing.

18.4 After the Skelly meeting or the passage of the time to request a Skelly meeting, the Superintendent/designee will make a recommendation to the Board. The unit member will be given a written notice of the recommendation.

18.4.1 An employee who has requested a Skelly meeting pursuant to Section 18.4.2 may appeal the recommendation to the Board. A card shall be provided the employee; the signing of the card and delivery to the Superintendent shall constitute a request for a hearing before the Board and a denial of all charges. Failure to request a hearing within ten (10) calendar days from receipt of the recommendation will constitute a waiver of the right to a hearing before the Board.

18.4.2 If a hearing is requested, it shall be held within a reasonable time but not less than ten (10) calendar days after the delivery of the request. Consistent with the District's policies, the unit member and/or his/her representative may appear before the Board to seek to change the recommended action. Failure to request a hearing within the time specified will constitute a waiver of the right to appear before the Board. Hearings shall be held in closed session unless the unit member requests an open hearing. The Board may sustain, reject or modify the recommended disciplinary action. In the event the unit member has been suspended pending a Board hearing on his/her dismissal, the hearing shall be consolidated with the dismissal hearing.

18.5 Emergency Suspension

When danger to the safety of an employee, other employees, the public or children exists, the District may suspend a bargaining unit member pending completion of the procedures provided in Sections 18.4.1 and 18.4.2. The employee shall suffer no loss of pay following completion of these procedures, if it is determined that the suspension was without cause.

18.6 The procedures of this Article are subject to the grievance procedure (Article 15); however, the sufficiency of the cause for disciplinary action shall be determined by the Board of Education and the Board's determination of the sufficiency of the cause shall be conclusive.

18.7 No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the Notice of Proposed Action.

ARTICLE 19 - LAYOFF PROCEDURES

19.1 Reason for Layoff

19.1.1 Consistent with the law, bargaining members shall be subject to layoff for lack of work or lack of funds only.

19.2 Decision to Layoff

- 19.2.1 A decision to lay off classified employees for lack of work or funds is solely within the discretion of the Board of Trustees.
- 19.2.2 Prior to a reduction in force affecting members of the bargaining unit, the District intends to use attrition if possible to avoid layoffs of unit members. This shall not be construed to require the District to keep unit members to provide services the District has decided to discontinue.
- 19.2.3 If there is a need to reduce the hours of a One-on-One position, the parties agree to meet and negotiate about the proposed reduction.
- 19.2.4 The District will notify the Union of impending layoffs as far in advance as possible and will meet with the Union, if requested, in order to discuss the reasons for and alternatives to the proposed layoff. The parties may also, upon mutual agreement, meet over effects not covered by Section 19.6 of this Agreement.
- 19.2.5 The parties agree to meet upon request by either party to discuss the workload impact on remaining employees following the layoff.

19.3 Notice to Employees

- 19.3.1 Procedures for layoff notice and rights to a hearing, if applicable, are set forth in Education Code section 45117.

19.4 Order of Layoff

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The parties agree that length of service shall be determined by hire date seniority, which means date of hire into the job classification as adjusted by any period of time on unpaid leave which exceeds 75% of one school year. The employee with the shortest length of service in the class shall be laid off first. Reemployment shall be in order of seniority of employees on any given reemployment list, starting with the most senior employee first.

19.5 Displacement and/or Transfer Rights

- 19.5.1 In providing notice to employees of their displacement rights, if applicable, the District will notify bargaining unit employees:
 - 19.5.1.1 That they are subject to layoff and explain their displacement/bumping rights.
 - 19.5.1.2 Provide a five (5) calendar day deadline for the bargaining unit employee to exercise their displacement/bumping rights and an explanation that if they do not exercise their displacement rights that they will be subject to a layoff.

- 19.5.2 Employees whose positions are eliminated, or employees who are displaced by a more senior employee may displace the least senior employee in the same class or equal class, or may fill a vacant position. Displaced employees without seniority in a class may elect to displace the least senior employee in the next lower class or in an equal class in which the senior employee had previously served, provided that this employee has more seniority than the employee being displaced. No such displacement is allowed if the senior employee has not previously gained permanent status in the District.
- 19.5.3 Instructional Assistants in any Instructional Assistant classification who become Title I Instructional Assistants will take lateral seniority with them. For example, an employee in the class of Instructional Assistant, Biliterate with ten years seniority who moves in the classification of Instructional Assistant, Biliterate Title I School will move over with the ten years of seniority. Also, an Instructional Assistant assigned to a non-Title I school whose position is eliminated will have right to bump a less senior Instructional Assistant at a Title I school if the employee satisfies NCLB requirements.
- 19.5.4 The District shall make available to each employee being laid off and the Union the applicable seniority lists, including employees' names and seniority status (date of hire in the classification), and also including current base hours if other than full time and location. In addition, a list of all current vacancies will be maintained on the District website.
- 19.5.5 If two (2) employees subject to layoff have equal seniority in a class, the determination as to who will be laid off shall be made on the lesser ranking on the "hours in paid status" seniority list. If that is equal, the determination shall be made by lot.
- 19.6 Effects of Layoff
- 19.6.1 The employee shall be entitled to pay, including all earned vacation pay, earned wages, and overtime/compensatory time.
- 19.6.2 Laid off employees will have the following options regarding health and welfare benefits: (a) two (2) calendar months following the effective date of layoff of all health and welfare benefits normally received to be paid by the District; or (b) three (3) calendar months following the effective date of layoff of only the medical insurance coverage normally received to be paid by the District.
- 19.6.3 Laid off employees shall be entitled to continue to participate in the District's health and welfare programs commencing the month following the termination of District paid benefits in accordance with Section 19.6.2 above, for up to and including the balance of eighteen (18) calendar months following effective date of layoff provided the employee pays the full cost of

benefits he/she opts to extend by no later than the 20th day of the month preceding each month of continued coverage, provided the District's health and welfare insurance policies allow for such participation. The employee must make the election to continue to pay for District health and welfare insurance benefits within sixty (60) days following the effective date of layoff.

- 19.6.4 Laid off employees shall be provided first opportunity, prior to a person not previously employed by the District, to substitute, occupy temporary positions, or to fill vacancies, provided the employee is qualified to perform the job. The District agrees to establish a sub rate for laid off employees at Step I of the classification to which the person is assigned. Such employees shall advise the District in writing of the classifications, hours, and days they are available. Refusal or failure to respond to offers to substitute, work in temporary positions or fill a vacancy for which the employee does not have reemployment rights shall not result in removing the employee from the reemployment list. However, employees who persistently refuse [three (3) consecutive] such offers will be removed from the substitute list.
- 19.6.5 The provisions of this section shall constitute the full and complete agreement between the parties concerning the effects of the layoff decision.

19.7 Reemployment Rights

- 19.7.1 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months in the class from which they were laid off, and in the class(es) equal to or lower than the classes from which they are laid off where the employee previously held permanent status; persons on a reemployment list shall be reemployed in preference to new applicants.
- 19.7.2 Laid off employees shall be employed according to seniority in the classification. A laid off employee shall be entitled to be reemployed according to the same number of hours the employee regularly worked at the time of layoff. If the position offered to the laid off employee provides less than the hours worked at the time of layoff, the employee has the right to: (1) accept the position and still retain full reemployment rights until working the number of hours worked at the time of layoff; or (2) refuse the offer and retain full rights to be offered subsequent positions until working the hours worked at the time of layoff.
- 19.7.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off. They shall retain eligibility to be considered for reinstatement in accordance with their proper seniority for an additional period of up to twenty-four (24) months provided they meet the same requirements as those under which they qualified for appointment to class initially.

- 19.7.4 If the District reemploys a unit member as a permanent employee under the provision of this section, it shall disregard the break in service of the employee and classify him/her as, and restore him/her all the rights, benefits and conditions (sick leave restoration, seniority, step level, CSEA membership status, and accrual level for vacation which the employee enjoyed at the time of layoff) of a permanent employee in the class to which he/she is reinstated or reemployed.
- 19.7.5 An employee shall notify the District of his/her intent to accept or refuse reemployment within 48 hours following notice of an offer of reemployment. If the employee accepts reemployment, the employee shall not be required to report for work any sooner than ten (10) working days following acceptance of reemployment. Failure to notify the District within the time limits given shall be considered a refusal by that employee to accept the vacant position. When employees fail to respond or refuse three (3) offers from one reemployment list, their names shall be removed from that list. Refusal or failure to respond to an offer providing less hours than the employee had prior to layoff shall not be counted as one of the three (3) refusals/failures to respond for the purposes of removing the employee from the list.

ARTICLE 20 - NEGOTIATION PROCEDURES

20.1 Notification and Public Notice

If either party desires to alter or amend this Agreement, it shall, on or about April 1st, provide written notice and proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled. The April 1st date may be extended by mutual agreement.

20.2 Commencement of Negotiations

Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

20.3 Ratification of Additions or Changes

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

20.4 Release for Negotiations

The District acknowledges CSEA's right to select CSEA bargaining team members. The District agrees to provide paid release time for not more than one employee per school site (or department if the site is the District Office) and to provide substitutes for up to five (5) bargaining unit employees who are released for negotiations. CSEA and the

District agree to meet and confer upon request if CSEA notifies the District that it desires to have an additional member of the bargaining team released for negotiations.

ARTICLE 21 – SHARED ASSIGNMENTS

21.1 Approval

21.1.1 Shared assignments may be approved for up to one school year. Job shares may be approved on a 50-50 share.

21.1.2 Classified staff participating in the shared assignment program will be deemed to be placed on “shared assignment leave” until the end of the school year for which the job share has been approved. The employee shall make a commitment to serve in the share for the entire school year unless such service is not possible due to an intervening event outside the employee’s control. Job shares are subject to approval on an annual basis.

21.1.3 All shared assignment proposals must have the approval of the supervising manager as a prerequisite for consideration by the Assistant Superintendent, Human Resources or designee/Board of Trustees. If approval is denied by the supervising manager, the employee(s) making the proposal shall be given a written explanation and be provided with the opportunity to rewrite and resubmit the proposal.

21.1.4 An administrative committee shall be appointed by the Assistant Superintendent, Human Resources or designee prior to the third Friday in April. The committee will review all shared assignment proposals approved by the supervising managers and recommend approval, conditional approval or denial of the proposal.

21.1.4.1 Proposals receiving conditional approval will be returned with a written explanation of what changes must be made in the proposal before it can be forwarded to the Assistant Superintendent, Human Resources or designee /Board of Trustees for reconsideration.

21.1.4.2 Proposals will be provided a one-time opportunity for reconsideration by the committee.

21.1.5 The Assistant Superintendent, Human Resources or designee shall review all proposals recommended by the committee for approval and present recommendations to the Board of Trustees for confirmation.

21.2 Proposal

Shared assignment proposals must be mutually agreed upon by the supervising manager, (in consultation with the affected employee(s)), and the Assistant Superintendent, Human Resources or designee prior to being submitted to the Board of Trustees.

- 21.2.1 The schedule for submitting a shared assignment proposal is as follows:
 - 21.2.1.1 Last Friday in March: New and renewal proposals submitted to supervisor.
 - 21.2.1.2 First week in April: Approved proposals submitted to HR by supervisor.
 - 21.2.1.3 Second/third week in April: Proposals reviewed.
 - 21.2.1.4 Third Friday in April: HR notifies supervisor and employees of approval/denial. Denial will include an explanation of reasons or the denial.
 - 21.2.1.5 Last Friday in April: Revised proposals submitted to HR.
 - 21.2.1.6 First week in May: Revised proposals reviewed.
 - 21.2.1.7 First week in May: HR notifies supervisor/employees of final decision including explanation of reasons for denial.
- 21.2.2 The proposal shall include the following components, where applicable:
 - 21.2.2.1 The specific work site of the shared assignment.
 - 21.2.2.2 Individual work calendars showing the specific days and times each participant will work for the entire year or term specified for the shared contract.
 - 21.2.2.3 Designated process for participants to communicate with each other and with fellow employees (i.e., how will shared team communicate?).
 - 21.2.2.4 Attendance at required meetings, trainings, or in-services.
 - 21.2.2.5 A written rationale regarding benefits to the employee and the District/program.
 - 21.2.2.6 An initial proposal may be submitted by an employee with a request to post for a shared partner.

21.3 Shared Duties and Responsibilities

It is understood that all employees participating in a shared assignment will perform those duties and responsibilities routinely assigned to employees within a school or department which include and are not limited to the following:

- 21.3.1 Be on duty during all scheduled District in-service days as required.
- 21.3.2 Attend site department meetings as scheduled on the respective “on-duty days” and required in-service meetings unless otherwise directed by the manager. Responsibility for communication of information disseminated in a meeting rests with the “on-duty” team member.

21.4 Salary/Benefits

- 21.4.1 Each participating employee will receive one-half of the salary he would receive if working full time, including proration of holidays.
- 21.4.2 Participants in a shared contract will receive one year of credit toward advancement on a salary schedule for every two years of employment in a half-time shared assignment.

21.5 Fringe Benefits

- 21.5.1 Medical, dental, vision and life insurance benefits shall be prorated and provided at one-half (1/2) of the District’s contributions toward such benefits, and leave benefits (sick leave) shall be prorated regardless of hire date. Upon dissolution of a shared assignment, benefits will be prorated per Articles 8.2 and 8.3.
- 21.5.2 Each participating employee may maintain health and welfare benefits by paying any additional premiums quarterly in advance.
- 21.5.3 Employees on shared assignments will contribute to the Public Employees’ Retirement System and will receive credit for one-half year of service toward retirement.

21.6 Requests to Return to Full-time Assignment

An employee has the right to return to his/her previous position at the end of the school year. If the District approves a second term in a shared contract, the person retains entitlement to return to the original number of hours but does not retain the right to return to the previous work site.

- 21.6.1 If, due to declining enrollment or to the reduction of services, the employee’s previously held position is no longer available, then the employee shall be assigned to a position in accordance with provisions of the CSEA collective bargaining agreement.
- 21.6.2 This Shared Assignment Program does not preclude an employee from receiving a layoff notice under the appropriate California Education Code section.

21.7 Number of Shared Contracts

The number of shared assignments will be at the discretion of the site manager/program manager with the approval of the Assistant Superintendent, Human Resources or designee.

21.8 Duration of Shared Assignment Program

Shared assignments shall be approved for up to one (1) school year. Job sharing shall be reviewed and approved on an annual basis. Renewal requests must be submitted to the immediate supervisor by the last Friday in March (See 21.2.1).

21.9 Substituting

21.9.1 When one member of a shared assignment team is absent for illness or other paid leave, the remaining team member is encouraged to take over full-time for the period of absence, subject to the provisions of 21.9.2 and to make adjustments to the individual work calendar (21.2.2.2).

21.9.2 Changes in the individual workdays (21.2.2.2) other than illness, shall be approved by the manager and limited to five such days for each member of the team.

21.9.3 When a member of a shared assignment team is on an unpaid leave of absence and the remaining team member to assume responsibilities for the assignment during the unpaid leave, the remaining member shall receive his regular per diem rate of pay and all regular benefits which accrue to the position.

21.10 Replacement of Job Share Partner During School Year

21.10.1 If one partner to an approved job share is terminated, resigns, or becomes too ill or disable to continue with the job share and it is necessary to replace that job share partner during the school year, the position will revert to its original hours. If the person who held the full position originally is the person who remains, that person has the right to revert to fill the full position.

21.10.2 If the person who originally held the full position leaves, the second person to the job share will be offered the right of first refusal to the position and may take the full position without a posting process being necessary.

21.10.3 If the person who remains in the job share wants to continue to fill only 50% of the position, the other 50% of the position will be posted until the end of the school year. At that time the share will be reviewed for possible renewal and approval like any other job share.

21.10.4 If a job share ends by management decision, the original person in the position will have the right to continue serving in the position at the full number of hours for the position.

- 21.10.5 If the District decides to end a job share where neither participant is the original “owner” of the position, the position will be posted and either participant may compete with other applicants for the position.
- 21.10.6 If a position is posted in accordance with these provisions, the posting shall specify that the position will terminate at the end of the current school year.
- 21.10.7 An employee will be granted a leave of absence to hold a job share position for one year only.
- 21.10.8 If half of a job share is vacated during a school year and the District ends up filling the half of a share from outside, the employee will be hired as a probationary employee. If the employee passes the probationary period and becomes permanent during the course of serving in the job share, and the job share is not approved for the following year, the position will be eliminated and the person be subject to layoff in accordance with the Education Code statutory procedures. If a share terminates, the person left without a position will have statutory bumping rights if the person is a permanent employee and will be placed on a 39-month reemployment list if the person must be laid off as a result of the job share termination.

21.11 Tenure

Date of seniority will not be adjusted as per collective bargaining agreement as a share does not exceed the 75% limit per school year. (CSEA contract section 19.4.21)

21.12 Time Sharing

12.12.1 Employees may share time equally, utilizing one of the following plans:

12.12.1.1 Person A: Monday, Tuesday, Alternative Wednesday
 Person B: Thursday, Friday, Alternative Wednesday

Week 1:	A	A	A	B	B
Week 2:	A	A	B	B	B
Week 3:	A	A	A	B	B
Week 4:	A	A	B	B	B

12.12.1.2 Person A: Monday, Tuesday, Wednesday
 Person B: Thursday, Friday, Monday, Tuesday, Wednesday

Week 1:	A	A	A	B	B
Week 2:	B	B	B	A	A
Week 3:	A	A	A	B	B
Week 4:	B	B	B	A	A

21.12.1.3 Alternating weeks.

Half-time on a daily basis.

21.13 Workers' Compensation

Workers' Compensation benefits shall be paid in accordance with existing law.

ARTICLE 22 - SEVERABILITY

22.1 Savings Clause

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

22.2 Replacement for Severed Provisions

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 23 - SETTLEMENT OF DISPUTES

CSEA and the District agree that grievances and disputes involving the terms and conditions of this Agreement are to be settled by the grievance or consultation procedures as provided for in this Agreement without resort to strikes, lock-outs or any concerted refusal to perform work duties as required in this Agreement.

ARTICLE 24 - MAINTENANCE OF POLICIES

The Board agrees not to amend or eliminate any of its written, published Board policies which affect unit members in any matters not covered by this Agreement without first meeting and consulting with CSEA with respect to any purpose of change in such policies.


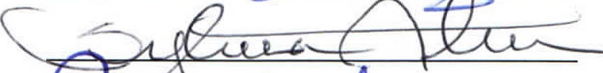
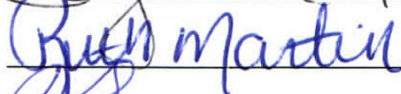


ARTICLE 25 - DURATION OF AGREEMENT

25.1 The Agreement shall be effective from July 1, 2022, and shall continue in effect to and including June 30, 2025. There shall be no reopening of the Agreement during its duration, except as otherwise provided in the Agreement.


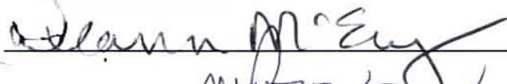
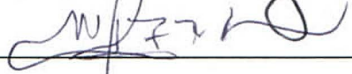
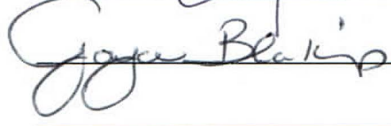
District

CSEA

District

CSEA

APPENDIX A

OAK GROVE SCHOOL DISTRICT

CSEA CLASSIFIED SALARY RANGES AND WORK CALENDAR

CLASSIFICATION	RANGE	WORK CALENDAR
SECRETARIAL, SCHOOL OFFICE & CLERICAL		
Human Resources Technician/Return to Work Specialist	32	A/260
Licensed Vocational Nurse	37	I/196
Division Technology Support & Training Specialist	28	B/239
Executive Secretary	28	A/260
School Secretary (Biliterate)	26	C/234; D/224
School Secretary	25	C/234; D/224
Administrative Secretary (Biliterate)	25	A/260; B/239; E/218
Administrative Secretary	24	A/260; B/239; E/218
Secretary (Biliterate)	24	E/218
Program Assistant (Biliterate)	24	A/260; B/239; E/218; G/215; H/208
Guidance Secretary	23	E/218
Secretary	23	E/218
Program Assistant	23	A/260; B/239; E/218; G/215; H/208
Categorical Program Specialist	22	H/208
Health Clerk (Biliterate)	22	H/208
Health Clerk	21	H/208
Receptionist/Account Clerk I	19	A/260
Attendance Clerk	18	E/218
MEDIA SERVICES		
Lead Publications Technician Publications	28	A/260
Equipment Operator Media Clerk	22	A/260
	19	E/218
INSTRUCTIONAL		
Supervisor of Social Worker Interns	Exempt	Exempt
District Community Liaison	23	H/208
District Community Liaison II	Exempt	Exempt/205
Occupational Therapist	Exempt	H/208
Instructional Assistant-Special Education (Biliterate) / Title I	20	H/208
Instructional Assistant-Spec. Ed.-One-on-One, Medically Fragile / Title I	20	I/196
Instructional Assistant-Special Education / Title I	19	H/208
Instructional Assistant-Special Education-One-on-One / Title I	19	I/196
Instructional Assistant-Biliterate / Title I	19	H/208
Instructional Assistant-Computer Lab / Title I	18	H/208
Instructional Assistant / Title I	18	H/208
Library Clerk	18	H/208
Volunteer Coordinator	17	H/208
BUSINESS OFFICE/CHILD NUTRITION SERVICES		
Data Processing/Accounting Analyst	32	A/260
Purchasing & Financial Technician	28	A/260
Accounting Technician	27	A/260
Payroll Technician	30	A/260
Fiscal Program Support Specialist	24	A/260
Purchasing Technician	24	A/260; B/239; E/218; G/215
Program Assistant	23	A/260
Account Clerk II	22	A/260; G/215
Account Clerk I	19	A/260
Mail Clerk	17	A/260

APPENDIX B

BASE HOURLY A-1

OAK GROVE SCHOOL DISTRICT
 CSEA Classified Salary Schedule
 "BASE" HOURLY RATES
 July 1, 2022 - June 30, 2023

RANGE	STEPS →						Longevity Steps →			
	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%
3	13.70	14.39	15.11	15.87	16.66	17.49	18.37	19.28	20.25	21.26
4	14.05	14.75	15.49	16.26	17.07	17.93	18.82	19.77	20.75	21.79
5	14.40	15.12	15.87	16.67	17.50	18.38	19.30	20.26	21.27	22.34
6	14.76	15.50	16.27	17.08	17.94	18.84	19.78	20.77	21.81	22.90
7	15.13	15.88	16.68	17.51	18.39	19.31	20.27	21.29	22.35	23.47
8	15.51	16.28	17.10	17.95	18.85	19.79	20.78	21.82	22.91	24.05
9	15.89	16.69	17.52	18.40	19.32	20.28	21.30	22.36	23.48	24.66
10	16.29	17.11	17.96	18.86	19.80	20.79	21.83	22.92	24.07	25.27
11	16.70	17.53	18.41	19.33	20.30	21.31	22.38	23.50	24.67	25.90
12	17.12	17.97	18.87	19.81	20.80	21.84	22.94	24.08	25.29	26.55
13	17.54	18.42	19.34	20.31	21.32	22.39	23.51	24.69	25.92	27.22
14	17.98	18.88	19.83	20.82	21.86	22.95	24.10	25.30	26.57	27.90
15	18.43	19.35	20.32	21.34	22.40	23.52	24.70	25.94	27.23	28.59
16	18.89	19.84	20.83	21.87	22.96	24.11	25.32	26.58	27.91	29.31
17	19.36	20.33	21.35	22.42	23.54	24.71	25.95	27.25	28.61	30.04
18	19.85	20.84	21.88	22.98	24.13	25.33	26.60	27.93	29.33	30.79
19	20.34	21.36	22.43	23.55	24.73	25.97	27.26	28.63	30.06	31.56
20	20.85	21.90	22.99	24.14	25.35	26.62	27.95	29.34	30.81	32.35
21	21.37	22.44	23.57	24.74	25.98	27.28	28.64	30.08	31.58	33.16
22	21.91	23.00	24.15	25.36	26.63	27.96	29.36	30.83	32.37	33.99
23	22.46	23.58	24.76	26.00	27.30	28.66	30.09	31.60	33.18	34.84
24	23.02	24.17	25.38	26.65	27.98	29.38	30.85	32.39	34.01	35.71
25	23.59	24.77	26.01	27.31	28.68	30.11	31.62	33.20	34.86	36.60
26	24.18	25.39	26.66	28.00	29.40	30.87	32.41	34.03	35.73	37.52
27	24.79	26.03	27.33	28.70	30.13	31.64	33.22	34.88	36.62	38.45
28	25.41	26.68	28.01	29.41	30.88	32.43	34.05	35.75	37.54	39.42
29	26.04	27.35	28.71	30.15	31.66	33.24	34.90	36.65	38.48	40.40
30	26.69	28.03	29.43	30.90	32.45	34.07	35.77	37.56	39.44	41.41
31	27.36	28.73	30.17	31.67	33.26	34.92	36.67	38.50	40.43	42.45
32	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51
33	28.75	30.18	31.69	33.28	34.94	36.69	38.52	40.45	42.47	44.60
34	29.47	30.94	32.49	34.11	35.82	37.61	39.49	41.46	43.53	45.71
35	30.20	31.71	33.30	34.96	36.71	38.55	40.47	42.50	44.62	46.85
36	30.96	32.51	34.13	35.84	37.63	39.51	41.49	43.56	45.74	48.02
37	31.73	33.32	34.98	36.73	38.57	40.50	42.52	44.65	46.88	49.23
38	32.52	34.15	35.86	37.65	39.53	41.51	43.59	45.77	48.05	50.46

1/13/2023

CALENDAR		A-2
Contract Days Paid	260	
Reduced Work Days		
Adjusted Days Paid	260	
Months Paid	12	

BASE SALARY INCREASE

4.0%

**OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023**

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th	14th	19th	24th
							+5%	+5%	+5%	+5%
3	2,375	2,494	2,619	2,750	2,887	3,032	3,183	3,343	3,510	3,685
4	2,435	2,557	2,684	2,819	2,960	3,108	3,263	3,426	3,597	3,777
5	2,496	2,621	2,752	2,889	3,034	3,185	3,345	3,512	3,687	3,872
6	2,558	2,686	2,820	2,961	3,109	3,265	3,428	3,600	3,780	3,969
7	2,622	2,753	2,891	3,035	3,187	3,347	3,514	3,690	3,874	4,068
8	2,688	2,822	2,963	3,111	3,267	3,430	3,602	3,782	3,971	4,169
9	2,755	2,893	3,037	3,189	3,349	3,516	3,692	3,876	4,070	4,274
10	2,824	2,965	3,113	3,269	3,432	3,604	3,784	3,973	4,172	4,381
11	2,894	3,039	3,191	3,351	3,518	3,694	3,879	4,073	4,276	4,490
12	2,967	3,115	3,271	3,434	3,606	3,786	3,976	4,174	4,383	4,602
13	3,041	3,193	3,353	3,520	3,696	3,881	4,075	4,279	4,493	4,717
14	3,117	3,273	3,436	3,608	3,789	3,978	4,177	4,386	4,605	4,835
15	3,195	3,355	3,522	3,698	3,883	4,077	4,281	4,495	4,720	4,956
16	3,275	3,438	3,610	3,791	3,980	4,179	4,388	4,608	4,838	5,080
17	3,357	3,524	3,701	3,886	4,080	4,284	4,498	4,723	4,959	5,207
18	3,440	3,612	3,793	3,983	4,182	4,391	4,611	4,841	5,083	5,337
19	3,526	3,703	3,888	4,082	4,286	4,501	4,726	4,962	5,210	5,471
20	3,615	3,795	3,985	4,184	4,394	4,613	4,844	5,086	5,340	5,607
21	3,705	3,890	4,085	4,289	4,503	4,729	4,965	5,213	5,474	5,748
22	3,798	3,987	4,187	4,396	4,616	4,847	5,089	5,344	5,611	5,891
23	3,893	4,087	4,292	4,506	4,731	4,968	5,216	5,477	5,751	6,039
24	3,990	4,189	4,399	4,619	4,850	5,092	5,347	5,614	5,895	6,190
25	4,090	4,294	4,509	4,734	4,971	5,219	5,480	5,754	6,042	6,344
26	4,192	4,401	4,622	4,853	5,095	5,350	5,617	5,898	6,193	6,503
27	4,297	4,511	4,737	4,974	5,223	5,484	5,758	6,046	6,348	6,665
28	4,404	4,624	4,855	5,098	5,353	5,621	5,902	6,197	6,507	6,832
29	4,514	4,740	4,977	5,226	5,487	5,761	6,049	6,352	6,669	7,003
30	4,627	4,858	5,101	5,356	5,624	5,905	6,201	6,511	6,836	7,178
31	4,743	4,980	5,229	5,490	5,765	6,053	6,356	6,673	7,007	7,357
32	4,861	5,104	5,360	5,628	5,909	6,204	6,515	6,840	7,182	7,541
33	4,983	5,232	5,494	5,768	6,057	6,359	6,677	7,011	7,362	7,730
34	5,107	5,363	5,631	5,912	6,208	6,518	6,844	7,187	7,546	7,923
35	5,235	5,497	5,772	6,060	6,363	6,681	7,015	7,366	7,735	8,121
36	5,366	5,634	5,916	6,212	6,522	6,848	7,191	7,550	7,928	8,324
37	5,500	5,775	6,064	6,367	6,685	7,020	7,371	7,739	8,126	8,532
38	5,638	5,919	6,215	6,526	6,852	7,195	7,555	7,933	8,329	8,746

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		c
Contract Days Paid	234	
Reduced Work Days		
Adjusted Days Paid	234	
Months Paid	11	

BASE SALARY INCREASE

4.0%

**OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023**

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%
	3	2,332	2,449	2,571	2,700	2,835	2,977	3,126	3,282	3,446
4	2,391	2,510	2,636	2,767	2,906	3,051	3,204	3,364	3,532	3,709
5	2,450	2,573	2,702	2,837	2,978	3,127	3,284	3,448	3,620	3,801
6	2,512	2,637	2,769	2,908	3,053	3,206	3,366	3,534	3,711	3,896
7	2,574	2,703	2,838	2,980	3,129	3,286	3,450	3,622	3,804	3,994
8	2,639	2,771	2,909	3,055	3,207	3,368	3,536	3,713	3,899	4,094
9	2,705	2,840	2,982	3,131	3,288	3,452	3,625	3,806	3,996	4,196
10	2,772	2,911	3,057	3,209	3,370	3,538	3,715	3,901	4,096	4,301
11	2,842	2,984	3,133	3,290	3,454	3,627	3,808	3,999	4,198	4,408
12	2,913	3,058	3,211	3,372	3,540	3,717	3,903	4,099	4,303	4,519
13	2,986	3,135	3,292	3,456	3,629	3,810	4,001	4,201	4,411	4,632
14	3,060	3,213	3,374	3,543	3,720	3,906	4,101	4,306	4,521	4,747
15	3,137	3,294	3,458	3,631	3,813	4,003	4,203	4,414	4,634	4,866
16	3,215	3,376	3,545	3,722	3,908	4,103	4,309	4,524	4,750	4,988
17	3,296	3,460	3,633	3,815	4,006	4,206	4,416	4,637	4,869	5,112
18	3,378	3,547	3,724	3,910	4,106	4,311	4,527	4,753	4,991	5,240
19	3,462	3,635	3,817	4,008	4,208	4,419	4,640	4,872	5,115	5,371
20	3,549	3,726	3,913	4,108	4,314	4,529	4,756	4,994	5,243	5,506
21	3,638	3,819	4,010	4,211	4,422	4,643	4,875	5,118	5,374	5,643
22	3,729	3,915	4,111	4,316	4,532	4,759	4,997	5,246	5,509	5,784
23	3,822	4,013	4,213	4,424	4,645	4,878	5,122	5,378	5,646	5,929
24	3,917	4,113	4,319	4,535	4,762	5,000	5,250	5,512	5,788	6,077
25	4,015	4,216	4,427	4,648	4,881	5,125	5,381	5,650	5,932	6,229
26	4,116	4,321	4,537	4,764	5,003	5,253	5,515	5,791	6,081	6,385
27	4,219	4,429	4,651	4,883	5,128	5,384	5,653	5,936	6,233	6,544
28	4,324	4,540	4,767	5,006	5,256	5,519	5,795	6,084	6,388	6,708
29	4,432	4,654	4,886	5,131	5,387	5,657	5,939	6,236	6,548	6,876
30	4,543	4,770	5,009	5,259	5,522	5,798	6,088	6,392	6,712	7,048
31	4,656	4,889	5,134	5,390	5,660	5,943	6,240	6,552	6,880	7,224
32	4,773	5,012	5,262	5,525	5,801	6,092	6,396	6,716	7,052	7,404
33	4,892	5,137	5,394	5,663	5,946	6,244	6,556	6,884	7,228	7,589
34	5,014	5,265	5,528	5,805	6,095	6,400	6,720	7,056	7,409	7,779
35	5,140	5,397	5,667	5,950	6,248	6,560	6,888	7,232	7,594	7,974
36	5,268	5,532	5,808	6,099	6,404	6,724	7,060	7,413	7,784	8,173
37	5,400	5,670	5,954	6,251	6,564	6,892	7,237	7,598	7,978	8,377
38	5,535	5,812	6,102	6,408	6,728	7,064	7,418	7,788	8,178	8,587

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		c
Contract Days Paid		234
Reduced Work Days		
Adjusted Days Paid		234
Months Paid		11

BASE SALARY INCREASE

4.0%

OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%
3	2,332	2,449	2,571	2,700	2,835	2,977	3,126	3,282	3,446	3,618
4	2,391	2,510	2,636	2,767	2,906	3,051	3,204	3,364	3,532	3,709
5	2,450	2,573	2,702	2,837	2,978	3,127	3,284	3,448	3,620	3,801
6	2,512	2,637	2,769	2,908	3,053	3,206	3,366	3,534	3,711	3,896
7	2,574	2,703	2,838	2,980	3,129	3,286	3,450	3,622	3,804	3,994
8	2,639	2,771	2,909	3,055	3,207	3,368	3,536	3,713	3,899	4,094
9	2,705	2,840	2,982	3,131	3,288	3,452	3,625	3,806	3,996	4,196
10	2,772	2,911	3,057	3,209	3,370	3,538	3,715	3,901	4,096	4,301
11	2,842	2,984	3,133	3,290	3,454	3,627	3,808	3,999	4,198	4,408
12	2,913	3,058	3,211	3,372	3,540	3,717	3,903	4,099	4,303	4,519
13	2,986	3,135	3,292	3,456	3,629	3,810	4,001	4,201	4,411	4,632
14	3,060	3,213	3,374	3,543	3,720	3,906	4,101	4,306	4,521	4,747
15	3,137	3,294	3,458	3,631	3,813	4,003	4,203	4,414	4,634	4,866
16	3,215	3,376	3,545	3,722	3,908	4,103	4,309	4,524	4,750	4,988
17	3,296	3,460	3,633	3,815	4,006	4,206	4,416	4,637	4,869	5,112
18	3,378	3,547	3,724	3,910	4,106	4,311	4,527	4,753	4,991	5,240
19	3,462	3,635	3,817	4,008	4,208	4,419	4,640	4,872	5,115	5,371
20	3,549	3,726	3,913	4,108	4,314	4,529	4,756	4,994	5,243	5,506
21	3,638	3,819	4,010	4,211	4,422	4,643	4,875	5,118	5,374	5,643
22	3,729	3,915	4,111	4,316	4,532	4,759	4,997	5,246	5,509	5,784
23	3,822	4,013	4,213	4,424	4,645	4,878	5,122	5,378	5,646	5,929
24	3,917	4,113	4,319	4,535	4,762	5,000	5,250	5,512	5,788	6,077
25	4,015	4,216	4,427	4,648	4,881	5,125	5,381	5,650	5,932	6,229
26	4,116	4,321	4,537	4,764	5,003	5,253	5,515	5,791	6,081	6,385
27	4,219	4,429	4,651	4,883	5,128	5,384	5,653	5,936	6,233	6,544
28	4,324	4,540	4,767	5,006	5,256	5,519	5,795	6,084	6,388	6,708
29	4,432	4,654	4,886	5,131	5,387	5,657	5,939	6,236	6,548	6,876
30	4,543	4,770	5,009	5,259	5,522	5,798	6,088	6,392	6,712	7,048
31	4,656	4,889	5,134	5,390	5,660	5,943	6,240	6,552	6,880	7,224
32	4,773	5,012	5,262	5,525	5,801	6,092	6,396	6,716	7,052	7,404
33	4,892	5,137	5,394	5,663	5,946	6,244	6,556	6,884	7,228	7,589
34	5,014	5,265	5,528	5,805	6,095	6,400	6,720	7,056	7,409	7,779
35	5,140	5,397	5,667	5,950	6,248	6,560	6,888	7,232	7,594	7,974
36	5,268	5,532	5,808	6,099	6,404	6,724	7,060	7,413	7,784	8,173
37	5,400	5,670	5,954	6,251	6,564	6,892	7,237	7,598	7,978	8,377
38	5,535	5,812	6,102	6,408	6,728	7,064	7,418	7,788	8,178	8,587

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		D
Contract Days Paid	224	
Reduced Work Days		
Adjusted Days Paid	224	
Months Paid	11	

BASE SALARY INCREASE

4.0%

**OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023**

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%
3	2,233	2,344	2,461	2,585	2,714	2,849	2,992	3,142	3,299	3,464
4	2,288	2,403	2,523	2,649	2,782	2,921	3,067	3,220	3,381	3,550
5	2,346	2,463	2,586	2,715	2,851	2,994	3,143	3,301	3,466	3,639
6	2,404	2,525	2,651	2,783	2,922	3,069	3,222	3,383	3,552	3,730
7	2,464	2,588	2,717	2,853	2,996	3,145	3,303	3,468	3,641	3,823
8	2,526	2,652	2,785	2,924	3,070	3,224	3,385	3,554	3,732	3,919
9	2,589	2,719	2,855	2,997	3,147	3,305	3,470	3,643	3,825	4,017
10	2,654	2,787	2,926	3,072	3,226	3,387	3,557	3,734	3,921	4,117
11	2,720	2,856	2,999	3,149	3,306	3,472	3,645	3,828	4,019	4,220
12	2,788	2,928	3,074	3,228	3,389	3,559	3,737	3,923	4,120	4,326
13	2,858	3,001	3,151	3,308	3,474	3,648	3,830	4,021	4,223	4,434
14	2,929	3,076	3,230	3,391	3,561	3,739	3,926	4,122	4,328	4,544
15	3,003	3,153	3,310	3,476	3,650	3,832	4,024	4,225	4,436	4,658
16	3,078	3,232	3,393	3,563	3,741	3,928	4,124	4,331	4,547	4,775
17	3,155	3,312	3,478	3,652	3,835	4,026	4,228	4,439	4,661	4,894
18	3,234	3,395	3,565	3,743	3,930	4,127	4,333	4,550	4,777	5,016
19	3,314	3,480	3,654	3,837	4,029	4,230	4,442	4,664	4,897	5,142
20	3,397	3,567	3,745	3,933	4,129	4,336	4,553	4,780	5,019	5,270
21	3,482	3,656	3,839	4,031	4,233	4,444	4,666	4,900	5,145	5,402
22	3,569	3,748	3,935	4,132	4,338	4,555	4,783	5,022	5,273	5,537
23	3,658	3,841	4,033	4,235	4,447	4,669	4,903	5,148	5,405	5,675
24	3,750	3,937	4,134	4,341	4,558	4,786	5,025	5,276	5,540	5,817
25	3,844	4,036	4,238	4,450	4,672	4,906	5,151	5,408	5,679	5,963
26	3,940	4,137	4,344	4,561	4,789	5,028	5,280	5,544	5,821	6,112
27	4,038	4,240	4,452	4,675	4,908	5,154	5,412	5,682	5,966	6,265
28	4,139	4,346	4,563	4,792	5,031	5,283	5,547	5,824	6,115	6,421
29	4,243	4,455	4,678	4,911	5,157	5,415	5,686	5,970	6,268	6,582
30	4,349	4,566	4,794	5,034	5,286	5,550	5,828	6,119	6,425	6,746
31	4,457	4,680	4,914	5,160	5,418	5,689	5,973	6,272	6,586	6,915
32	4,569	4,797	5,037	5,289	5,554	5,831	6,123	6,429	6,750	7,088
33	4,683	4,917	5,163	5,421	5,692	5,977	6,276	6,590	6,919	7,265
34	4,800	5,040	5,292	5,557	5,835	6,126	6,433	6,754	7,092	7,447
35	4,920	5,166	5,425	5,696	5,981	6,280	6,594	6,923	7,269	7,633
36	5,043	5,295	5,560	5,838	6,130	6,437	6,758	7,096	7,451	7,824
37	5,169	5,428	5,699	5,984	6,283	6,597	6,927	7,274	7,637	8,019
38	5,299	5,563	5,842	6,134	6,440	6,762	7,101	7,456	7,828	8,220

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		G
Contract Days Paid		215
Reduced Work Days		
Adjusted Days Paid		215
Months Paid		11

BASE SALARY INCREASE

4.0%

OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%
	3	2,143	2,250	2,363	2,481	2,605	2,735	2,872	3,015	3,166
4	2,197	2,306	2,422	2,543	2,670	2,803	2,944	3,091	3,245	3,408
5	2,251	2,364	2,482	2,606	2,737	2,873	3,017	3,168	3,326	3,493
6	2,308	2,423	2,544	2,671	2,805	2,945	3,093	3,247	3,410	3,580
7	2,365	2,484	2,608	2,738	2,875	3,019	3,170	3,328	3,495	3,670
8	2,425	2,546	2,673	2,807	2,947	3,094	3,249	3,412	3,582	3,761
9	2,485	2,609	2,740	2,877	3,021	3,172	3,330	3,497	3,672	3,855
10	2,547	2,675	2,808	2,949	3,096	3,251	3,414	3,584	3,764	3,952
11	2,611	2,742	2,879	3,023	3,174	3,332	3,499	3,674	3,858	4,050
12	2,676	2,810	2,951	3,098	3,253	3,416	3,586	3,766	3,954	4,152
13	2,743	2,880	3,024	3,176	3,334	3,501	3,676	3,860	4,053	4,256
14	2,812	2,952	3,100	3,255	3,418	3,589	3,768	3,956	4,154	4,362
15	2,882	3,026	3,177	3,336	3,503	3,678	3,862	4,055	4,258	4,471
16	2,954	3,102	3,257	3,420	3,591	3,770	3,959	4,157	4,365	4,583
17	3,028	3,179	3,338	3,505	3,680	3,864	4,058	4,261	4,474	4,697
18	3,104	3,259	3,422	3,593	3,772	3,961	4,159	4,367	4,585	4,815
19	3,181	3,340	3,507	3,683	3,867	4,060	4,263	4,476	4,700	4,935
20	3,261	3,424	3,595	3,775	3,963	4,162	4,370	4,588	4,818	5,058
21	3,342	3,509	3,685	3,869	4,063	4,266	4,479	4,703	4,938	5,185
22	3,426	3,597	3,777	3,966	4,164	4,372	4,591	4,820	5,061	5,315
23	3,511	3,687	3,871	4,065	4,268	4,482	4,706	4,941	5,188	5,447
24	3,599	3,779	3,968	4,167	4,375	4,594	4,823	5,064	5,318	5,584
25	3,689	3,874	4,067	4,271	4,484	4,708	4,944	5,191	5,451	5,723
26	3,781	3,971	4,169	4,378	4,596	4,826	5,068	5,321	5,587	5,866
27	3,876	4,070	4,273	4,487	4,711	4,947	5,194	5,454	5,727	6,013
28	3,973	4,172	4,380	4,599	4,829	5,071	5,324	5,590	5,870	6,163
29	4,072	4,276	4,490	4,714	4,950	5,197	5,457	5,730	6,017	6,317
30	4,174	4,383	4,602	4,832	5,074	5,327	5,594	5,873	6,167	6,475
31	4,278	4,492	4,717	4,953	5,200	5,460	5,733	6,020	6,321	6,637
32	4,385	4,605	4,835	5,077	5,330	5,597	5,877	6,171	6,479	6,803
33	4,495	4,720	4,956	5,203	5,464	5,737	6,024	6,325	6,641	6,973
34	4,607	4,838	5,080	5,334	5,600	5,880	6,174	6,483	6,807	7,147
35	4,723	4,959	5,207	5,467	5,740	6,027	6,329	6,645	6,977	7,326
36	4,841	5,083	5,337	5,604	5,884	6,178	6,487	6,811	7,152	7,509
37	4,962	5,210	5,470	5,744	6,031	6,332	6,649	6,981	7,331	7,697
38	5,086	5,340	5,607	5,887	6,182	6,491	6,815	7,156	7,514	7,889

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		E
Contract Days Paid	218	
Reduced Work Days		
Adjusted Days Paid	218	
Months Paid	11	

BASE SALARY INCREASE

4.0%

**OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023**

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th	14th	19th	24th
							+5%	+5%	+5%	+5%
3	2,173	2,281	2,396	2,515	2,641	2,773	2,912	3,057	3,210	3,371
4	2,227	2,339	2,455	2,578	2,707	2,842	2,985	3,134	3,291	3,455
5	2,283	2,397	2,517	2,643	2,775	2,914	3,059	3,212	3,373	3,541
6	2,340	2,457	2,580	2,709	2,844	2,986	3,136	3,292	3,457	3,630
7	2,398	2,518	2,644	2,776	2,915	3,061	3,214	3,375	3,544	3,721
8	2,458	2,581	2,710	2,846	2,988	3,138	3,294	3,459	3,632	3,814
9	2,520	2,646	2,778	2,917	3,063	3,216	3,377	3,546	3,723	3,909
10	2,583	2,712	2,848	2,990	3,139	3,296	3,461	3,634	3,816	4,007
11	2,647	2,780	2,919	3,065	3,218	3,379	3,548	3,725	3,911	4,107
12	2,714	2,849	2,992	3,141	3,298	3,463	3,636	3,818	4,009	4,210
13	2,781	2,920	3,067	3,220	3,381	3,550	3,727	3,914	4,109	4,315
14	2,851	2,993	3,143	3,300	3,465	3,639	3,821	4,012	4,212	4,423
15	2,922	3,068	3,222	3,383	3,552	3,730	3,916	4,112	4,317	4,533
16	2,995	3,145	3,302	3,467	3,641	3,823	4,014	4,215	4,425	4,647
17	3,070	3,224	3,385	3,554	3,732	3,918	4,114	4,320	4,536	4,763
18	3,147	3,304	3,469	3,643	3,825	4,016	4,217	4,428	4,649	4,882
19	3,226	3,387	3,556	3,734	3,921	4,117	4,323	4,539	4,766	5,004
20	3,306	3,472	3,645	3,827	4,019	4,220	4,431	4,652	4,885	5,129
21	3,389	3,558	3,736	3,923	4,119	4,325	4,541	4,769	5,007	5,257
22	3,474	3,647	3,830	4,021	4,222	4,433	4,655	4,888	5,132	5,389
23	3,560	3,738	3,925	4,122	4,328	4,544	4,771	5,010	5,260	5,523
24	3,649	3,832	4,024	4,225	4,436	4,658	4,891	5,135	5,392	5,662
25	3,741	3,928	4,124	4,330	4,547	4,774	5,013	5,264	5,527	5,803
26	3,834	4,026	4,227	4,439	4,661	4,894	5,138	5,395	5,665	5,948
27	3,930	4,127	4,333	4,550	4,777	5,016	5,267	5,530	5,807	6,097
28	4,028	4,230	4,441	4,663	4,896	5,141	5,398	5,668	5,952	6,249
29	4,129	4,335	4,552	4,780	5,019	5,270	5,533	5,810	6,100	6,405
30	4,232	4,444	4,666	4,899	5,144	5,402	5,672	5,955	6,253	6,566
31	4,338	4,555	4,783	5,022	5,273	5,537	5,813	6,104	6,409	6,730
32	4,447	4,669	4,902	5,147	5,405	5,675	5,959	6,257	6,570	6,898
33	4,558	4,786	5,025	5,276	5,540	5,817	6,108	6,413	6,734	7,070
34	4,672	4,905	5,150	5,408	5,678	5,962	6,260	6,573	6,902	7,247
35	4,788	5,028	5,279	5,543	5,820	6,111	6,417	6,738	7,075	7,428
36	4,908	5,154	5,411	5,682	5,966	6,264	6,577	6,906	7,252	7,614
37	5,031	5,282	5,546	5,824	6,115	6,421	6,742	7,079	7,433	7,804
38	5,157	5,414	5,685	5,969	6,268	6,581	6,910	7,256	7,619	8,000

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		H(1)
Contract Days Paid	208	
Reduced Work Days		
Adjusted Days Paid	208	
Months Paid	11	

BASE SALARY INCREASE

4.0%

**OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023**

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th	14th	19th	24th
							+5%	+5%	+5%	+5%
3	2,073	2,177	2,286	2,400	2,520	2,646	2,778	2,917	3,063	3,216
4	2,125	2,231	2,343	2,460	2,583	2,712	2,848	2,990	3,140	3,297
5	2,178	2,287	2,401	2,521	2,648	2,780	2,919	3,065	3,218	3,379
6	2,233	2,344	2,461	2,584	2,714	2,849	2,992	3,141	3,299	3,463
7	2,288	2,403	2,523	2,649	2,782	2,921	3,067	3,220	3,381	3,550
8	2,346	2,463	2,586	2,715	2,851	2,994	3,143	3,300	3,466	3,639
9	2,404	2,524	2,651	2,783	2,922	3,068	3,222	3,383	3,552	3,730
10	2,464	2,588	2,717	2,853	2,995	3,145	3,302	3,468	3,641	3,823
11	2,526	2,652	2,785	2,924	3,070	3,224	3,385	3,554	3,732	3,919
12	2,589	2,719	2,854	2,997	3,147	3,304	3,470	3,643	3,825	4,017
13	2,654	2,787	2,926	3,072	3,226	3,387	3,556	3,734	3,921	4,117
14	2,720	2,856	2,999	3,149	3,306	3,472	3,645	3,828	4,019	4,220
15	2,788	2,928	3,074	3,228	3,389	3,559	3,736	3,923	4,119	4,325
16	2,858	3,001	3,151	3,308	3,474	3,647	3,830	4,021	4,222	4,434
17	2,929	3,076	3,230	3,391	3,561	3,739	3,926	4,122	4,328	4,544
18	3,003	3,153	3,310	3,476	3,650	3,832	4,024	4,225	4,436	4,658
19	3,078	3,232	3,393	3,563	3,741	3,928	4,124	4,331	4,547	4,774
20	3,155	3,312	3,478	3,652	3,834	4,026	4,227	4,439	4,661	4,894
21	3,233	3,395	3,565	3,743	3,930	4,127	4,333	4,550	4,777	5,016
22	3,314	3,480	3,654	3,837	4,029	4,230	4,441	4,664	4,897	5,142
23	3,397	3,567	3,745	3,933	4,129	4,336	4,552	4,780	5,019	5,270
24	3,482	3,656	3,839	4,031	4,232	4,444	4,666	4,900	5,145	5,402
25	3,569	3,748	3,935	4,132	4,338	4,555	4,783	5,022	5,273	5,537
26	3,658	3,841	4,033	4,235	4,447	4,669	4,903	5,148	5,405	5,675
27	3,750	3,937	4,134	4,341	4,558	4,786	5,025	5,276	5,540	5,817
28	3,844	4,036	4,237	4,449	4,672	4,905	5,151	5,408	5,679	5,963
29	3,940	4,137	4,343	4,561	4,789	5,028	5,279	5,543	5,821	6,112
30	4,038	4,240	4,452	4,675	4,908	5,154	5,411	5,682	5,966	6,264
31	4,139	4,346	4,563	4,791	5,031	5,283	5,547	5,824	6,115	6,421
32	4,243	4,455	4,677	4,911	5,157	5,415	5,685	5,970	6,268	6,582
33	4,349	4,566	4,794	5,034	5,286	5,550	5,828	6,119	6,425	6,746
34	4,457	4,680	4,914	5,160	5,418	5,689	5,973	6,272	6,586	6,915
35	4,569	4,797	5,037	5,289	5,553	5,831	6,123	6,429	6,750	7,088
36	4,683	4,917	5,163	5,421	5,692	5,977	6,276	6,589	6,919	7,265
37	4,800	5,040	5,292	5,557	5,834	6,126	6,433	6,754	7,092	7,446
38	4,920	5,166	5,424	5,696	5,980	6,279	6,593	6,923	7,269	7,633

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

BASE SALARY INCREASE

4.0%

CALENDAR		I(1)
Contract Days Paid		196
Reduced Work Days		
Adjusted Days Paid		196
Months Paid		11

OAK GROVE SCHOOL DISTRICT
 CSEA Classified Salary Schedule
 July 1, 2022 - June 30, 2023

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th	14th	19th	24th
							+5%	+5%	+5%	+5%
3	1,954	2,051	2,154	2,261	2,375	2,493	2,618	2,749	2,886	3,031
4	2,002	2,103	2,208	2,318	2,434	2,556	2,683	2,818	2,958	3,106
5	2,052	2,155	2,263	2,376	2,495	2,620	2,751	2,888	3,032	3,184
6	2,104	2,209	2,319	2,435	2,557	2,685	2,819	2,960	3,108	3,264
7	2,156	2,264	2,377	2,496	2,621	2,752	2,890	3,034	3,186	3,345
8	2,210	2,321	2,437	2,559	2,687	2,821	2,962	3,110	3,266	3,429
9	2,266	2,379	2,498	2,623	2,754	2,891	3,036	3,188	3,347	3,515
10	2,322	2,438	2,560	2,688	2,823	2,964	3,112	3,268	3,431	3,602
11	2,380	2,499	2,624	2,755	2,893	3,038	3,190	3,349	3,517	3,693
12	2,440	2,562	2,690	2,824	2,966	3,114	3,269	3,433	3,605	3,785
13	2,501	2,626	2,757	2,895	3,040	3,192	3,351	3,519	3,695	3,879
14	2,563	2,691	2,826	2,967	3,116	3,271	3,435	3,607	3,787	3,976
15	2,627	2,759	2,897	3,041	3,194	3,353	3,521	3,697	3,882	4,076
16	2,693	2,828	2,969	3,117	3,273	3,437	3,609	3,789	3,979	4,178
17	2,760	2,898	3,043	3,195	3,355	3,523	3,699	3,884	4,078	4,282
18	2,829	2,971	3,119	3,275	3,439	3,611	3,792	3,981	4,180	4,389
19	2,900	3,045	3,197	3,357	3,525	3,701	3,886	4,081	4,285	4,499
20	2,973	3,121	3,277	3,441	3,613	3,794	3,984	4,183	4,392	4,611
21	3,047	3,199	3,359	3,527	3,704	3,889	4,083	4,287	4,502	4,727
22	3,123	3,279	3,443	3,615	3,796	3,986	4,185	4,394	4,614	4,845
23	3,201	3,361	3,529	3,706	3,891	4,086	4,290	4,504	4,730	4,966
24	3,281	3,445	3,617	3,798	3,988	4,188	4,397	4,617	4,848	5,090
25	3,363	3,531	3,708	3,893	4,088	4,292	4,507	4,732	4,969	5,217
26	3,447	3,620	3,801	3,991	4,190	4,400	4,620	4,851	5,093	5,348
27	3,533	3,710	3,896	4,090	4,295	4,510	4,735	4,972	5,221	5,482
28	3,622	3,803	3,993	4,193	4,402	4,622	4,854	5,096	5,351	5,619
29	3,712	3,898	4,093	4,298	4,512	4,738	4,975	5,224	5,485	5,759
30	3,805	3,995	4,195	4,405	4,625	4,856	5,099	5,354	5,622	5,903
31	3,900	4,095	4,300	4,515	4,741	4,978	5,227	5,488	5,762	6,051
32	3,998	4,198	4,408	4,628	4,859	5,102	5,357	5,625	5,907	6,202
33	4,098	4,303	4,518	4,744	4,981	5,230	5,491	5,766	6,054	6,357
34	4,200	4,410	4,631	4,862	5,105	5,361	5,629	5,910	6,206	6,516
35	4,305	4,520	4,746	4,984	5,233	5,495	5,769	6,058	6,361	6,679
36	4,413	4,633	4,865	5,108	5,364	5,632	5,914	6,209	6,520	6,846
37	4,523	4,749	4,987	5,236	5,498	5,773	6,061	6,364	6,683	7,017
38	4,636	4,868	5,111	5,367	5,635	5,917	6,213	6,524	6,850	7,192

Longevity: Please refer to contract section 7.9
 Professional Growth: Please refer to contract section 7.11

1/13/2023

CALENDAR		J(1)
Contract Days Paid	212	
Reduced Work Days		
Adjusted Days Paid	212	
Months Paid	11	

BASE SALARY INCREASE

4.0%

**OAK GROVE SCHOOL DISTRICT
CSEA Classified Salary Schedule
July 1, 2022 - June 30, 2023**

RANGE	STEPS						Longevity Steps			
	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%
3	2,113	2,219	2,330	2,446	2,568	2,697	2,832	2,973	3,122	3,278
4	2,166	2,274	2,388	2,507	2,633	2,764	2,902	3,048	3,200	3,360
5	2,220	2,331	2,448	2,570	2,698	2,833	2,975	3,124	3,280	3,444
6	2,276	2,389	2,509	2,634	2,766	2,904	3,049	3,202	3,362	3,530
7	2,332	2,449	2,571	2,700	2,835	2,977	3,126	3,282	3,446	3,618
8	2,391	2,510	2,636	2,768	2,906	3,051	3,204	3,364	3,532	3,709
9	2,450	2,573	2,702	2,837	2,979	3,128	3,284	3,448	3,620	3,801
10	2,512	2,637	2,769	2,908	3,053	3,206	3,366	3,534	3,711	3,897
11	2,575	2,703	2,838	2,980	3,129	3,286	3,450	3,623	3,804	3,994
12	2,639	2,771	2,909	3,055	3,208	3,368	3,536	3,713	3,899	4,094
13	2,705	2,840	2,982	3,131	3,288	3,452	3,625	3,806	3,996	4,196
14	2,772	2,911	3,057	3,209	3,370	3,538	3,715	3,901	4,096	4,301
15	2,842	2,984	3,133	3,290	3,454	3,627	3,808	3,999	4,199	4,409
16	2,913	3,058	3,211	3,372	3,541	3,718	3,903	4,099	4,304	4,519
17	2,986	3,135	3,292	3,456	3,629	3,811	4,001	4,201	4,411	4,632
18	3,060	3,213	3,374	3,543	3,720	3,906	4,101	4,306	4,521	4,748
19	3,137	3,294	3,458	3,631	3,813	4,003	4,204	4,414	4,635	4,866
20	3,215	3,376	3,545	3,722	3,908	4,104	4,309	4,524	4,750	4,988
21	3,296	3,460	3,633	3,815	4,006	4,206	4,416	4,637	4,869	5,113
22	3,378	3,547	3,724	3,910	4,106	4,311	4,527	4,753	4,991	5,240
23	3,462	3,636	3,817	4,008	4,209	4,419	4,640	4,872	5,116	5,371
24	3,549	3,726	3,913	4,108	4,314	4,530	4,756	4,994	5,244	5,506
25	3,638	3,820	4,011	4,211	4,422	4,643	4,875	5,119	5,375	5,643
26	3,729	3,915	4,111	4,316	4,532	4,759	4,997	5,247	5,509	5,784
27	3,822	4,013	4,214	4,424	4,646	4,878	5,122	5,378	5,647	5,929
28	3,917	4,113	4,319	4,535	4,762	5,000	5,250	5,512	5,788	6,077
29	4,015	4,216	4,427	4,648	4,881	5,125	5,381	5,650	5,933	6,229
30	4,116	4,322	4,538	4,765	5,003	5,253	5,516	5,791	6,081	6,385
31	4,219	4,430	4,651	4,884	5,128	5,384	5,653	5,936	6,233	6,545
32	4,324	4,540	4,767	5,006	5,256	5,519	5,795	6,084	6,389	6,708
33	4,432	4,654	4,887	5,131	5,387	5,657	5,940	6,237	6,548	6,876
34	4,543	4,770	5,009	5,259	5,522	5,798	6,088	6,393	6,712	7,048
35	4,657	4,889	5,134	5,391	5,660	5,943	6,240	6,552	6,880	7,224
36	4,773	5,012	5,262	5,525	5,802	6,092	6,396	6,716	7,052	7,405
37	4,892	5,137	5,394	5,664	5,947	6,244	6,556	6,884	7,228	7,590
38	5,015	5,265	5,529	5,805	6,095	6,400	6,720	7,056	7,409	7,779

Longevity: Please refer to contract section 7.9
Professional Growth: Please refer to contract section 7.11

1/13/2023

Salary Schedules
 July 1, 2022 - June 30, 2023
 Community Liaison II

Contracted Base Days		208									
Reduced Work Days		208									
Adjusted Paid Days		208									
STEPS											
ANNUAL	1	2	3	4	5	6	7	8	9	10	LONGEVITY Steps
Monthly	61,283	65,758	70,237	74,705	79,178	83,657	88,128	92,603	97,075	101,549	Year 14
Daily Rate	5,571.21	5,977.96	6,385.19	6,791.34	7,197.98	7,605.20	8,011.59	8,418.46	8,824.98	9,231.73	Year 14
208 Days	294.63	316.14	337.68	359.16	380.66	402.20	423.69	445.21	466.71	488.22	Year 14
Hourly	36.83	39.52	42.21	44.89	47.58	50.27	52.96	55.65	58.34	61.03	Year 14
Year 19											Year 19
Year 24											Year 24

Data Systems Administrator

Contracted Base Days		260									
Reduced Work Days		260									
Adjusted Paid Days		260									
STEPS											
ANNUAL	1	2	3	4	5	6	7	8	9	10	LONGEVITY
Monthly	76,504	82,198	87,796	93,381	98,972	104,571	110,160	115,754	121,343	126,937	Year 14
Daily Rate	6,383.64	6,849.81	7,316.31	7,781.73	8,247.69	8,714.29	9,180.03	9,646.20	10,111.95	10,578.12	Year 14
260 Days	294.63	316.15	337.68	359.16	380.66	402.20	423.69	445.21	466.71	488.22	Year 14
Hourly	36.83	39.52	42.21	44.89	47.58	50.27	52.96	55.65	58.34	61.03	Year 14
Year 19											Year 19
Year 24											Year 24

Occupational Therapist

Contracted Base Days		208									
Reduced Work Days		208									
Adjusted Paid Days		208									
STEPS											
ANNUAL	1	2	3	4	5	6	7	8	9	10	LONGEVITY
Monthly	85,844	90,135	94,640	99,373	104,341	109,557	115,035	120,783	126,823	133,162	Year 14
Daily Rate	7,803.97	8,194.07	8,603.63	9,033.95	9,485.50	9,959.69	10,457.68	10,980.31	11,529.33	12,105.67	Year 14
208 Days	412.71	433.34	455.00	477.76	501.64	526.71	553.05	580.69	609.72	640.20	Year 14
Hourly	51.59	54.17	56.87	59.72	62.70	65.84	69.13	72.59	76.22	80.03	Year 14
Year 19											Year 19
Year 24											Year 24

APPENDIX C

Department of Labor Notice WH1420

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

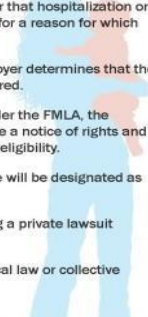
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

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