

**2022-2025
AGREEMENT**

Between

**GOVERNING BOARD OF THE
DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
CHAPTER 874**



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Board President



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PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the AGREEMENT is entered into by the CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CSEA CHAPTER 874, hereinafter referred to as the ASSOCIATION and the DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as the DISTRICT. Its purpose is the promotion of just and equitable labor relations between the District and the Association, and a harmonious manner in which to settle differences. It establishes wages, benefits, hours, working conditions including health and safety, and other terms and conditions of employment.

ARTICLE 1 - DISTRICT RIGHTS AND POWERS

- A. 1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law.
- 2. Included in, but not limited to, those duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue, and take action on any manner in the event of an emergency.
- B. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption or rescinding of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 2 - TERM OF AGREEMENT

The parties agree to create a new three-year agreement and terms as follows:

- A. The new term agreement shall become effective on July 1, 2022, after the current agreement expires, and shall remain in full force and effect through June 30, 2025.
- B. This agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is reached between the parties.
- C. Articles in this contract may be reopened by mutual agreement or as listed below. The parties have agreed that negotiations for the 2021-2022, 2022-2023, 2023-2024 school years have been concluded.
- D. The parties agree to reopen negotiations for the 2024-2025 school year on the following articles:
 - 1. Pay and Allowance
 - 2. Health and Welfare Benefits
 - 3. No more than one (1) additional article selected by each party.
- E. Both parties will comply with State law requirements regarding the public notice requirements for reopeners and a successor contract.

ARTICLE 3 – RECOGNITION

- A. The District recognizes CSEA as the exclusive representative for classified employees of the District, as exclusively described in Appendix A (Classes/Positions/Wage Ranges).
- B. All newly created positions, except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the classified service.
- C. This unit shall exclude certificated, management, confidential, supervisory, all substitute and short-term employees.
- D. Any modifications which may result in the expansion or contract of these positions included in the bargaining unit as described in Appendix A are subject to the rules of Public Employees Relation Board, hereinafter “PERB.”

ARTICLE 4 - NON DISCRIMINATION

- A. The District shall not retaliate or discriminate against any bargaining unit member or its Chapter 874 elected officers or stewards on the basis of membership or participation in the lawful activities of an employee organization.

- B. No employee in the bargaining unit shall be subjected to unlawful discrimination on the basis of disability, gender, nationality, race or ethnicity, religion, and sexual orientation.

ARTICLE 5 - ORGANIZATIONAL SECURITY

- A. The District shall process service fee deductions for classified employees who elect to join the CSEA membership, in the appropriate amount commencing with the bargaining unit member's first paycheck. At any time, classified employees may choose to become dues paying members of CSEA, at which time dues will begin to be deducted from their next paycheck after the enrollment form is received.
- B. CSEA has the sole and exclusive right to have bargaining unit member organization membership dues deducted by the District for bargaining unit members.
- C. The District shall, without charge, pay to CSEA within a reasonable amount of time (not to exceed 45 days) the sum of all CSEA local dues deductions.
- D. Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members identifying them by name, indicating the amount deducted, if any, and whether such deduction is for dues.
- E. Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA's accounting department.
- F. CSEA agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken by the District's agents or members of the Board under the provisions of this Article. CSEA also agrees to pay any and all legal fees and expenses incurred by the District in the defense against and/or as a result of any and all such claims, suits, orders, or judgments.
- G. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 6 - CSEA RIGHTS

- A. CSEA has the right to access, at reasonable times, areas in which bargaining unit members work, provided that such access does not interfere with a bargaining unit member's execution of assigned District duties and also provided that the CSEA representative gives notice to the immediate supervisor that he/she wishes to transact Association business on the job site. CSEA shall have the right of access to District bargaining unit members at reasonable times. The term "reasonable times" as used here means a bargaining unit member's meal or rest periods and any time before or after the member's assigned duty time.

- B. CSEA may use the bulletin board spaces, school mailboxes, and email designated by the administration subject to the following conditions:
 - 1. All notices posted shall be authenticated by the Association by using Association letterhead, logo, and signature of an authorized representative or other appropriate means. CSEA shall have the right to post notices of activities and matters of Association concern on CSEA bulletin boards, at least one (1) of which shall be provided in each staff lounge/break room.

 - 2. Association literature, if it bears the name of the Association, may be distributed through the District's internal paper mail and email distribution system to members of the Bargaining Unit. The CSEA president and/or the executive board designee shall be solely responsible for the distribution of such communications. Email communications shall be kept to a reasonable frequency in order to avoid work disruption and loss of efficiency.

- C. Upon written request, the District shall respond to reasonable requests by CSEA for information concerning the financial resources of the District.

- D. CSEA may use school buildings for meetings following District procedures for facility use.

- E. The District agrees to grant reasonable release time to one (1) CSEA representative to perform services directly involved in the processing or investigation of grievances. The word "processing" is interpreted to mean the presence of the representative with the aggrieved employee during verbal discussions with administrators or supervisors. Representatives shall not leave their work stations for grievance processing without prior approval of their immediate supervisor.
 - 1. Upon mutual agreement the number of participants may be revised to meet the needs and scope of the particular meeting.

- F. CSEA shall designate no more than five (5) representatives who shall be granted reasonable release time for the purposes of negotiations. Efforts will be made in the

scheduling of negotiations to equalize District release time and non-work time spent in negotiation sessions.

- G. The District will provide a reasonable amount of release time for CSEA business for a reasonable number of employees.
 - 1. Release time requests must be submitted in writing to the Director of Human Resources or designee in a reasonable period in advance of its use. Such information shall indicate the anticipated duration of the release time and shall specify that it is taken as CSEA or Chapter business release time.
 - 2. Release time shall be taken in increments of one (1) hour.
 - 3. CSEA shall reimburse the District for the cost of all compensation.
- H. CSEA Chapter President or designee shall be allowed no more than 5 days each work year for conducting association business or attendance at CSEA conferences. CSEA Chapter 874, shall pay the cost of a substitute employee, if applicable, for the release days. Any request for release days shall be providing in writing, to the Director of Human Resources or designee within 5 business days of its use.
- I. CSEA shall submit to the District a list containing the names of CSEA authorized representatives. Such lists will be kept current. CSEA will post the name of the representative on the site or school employee bulletin board.
- J. The District agrees, upon request, to provide to CSEA once per year a list of the names and mailing addresses and home phone numbers (if listed), of all classified employees within the bargaining unit.
 - 1. A bargaining unit member list shall be provided at the end of each trimester and include the bargaining unit member's name, classification, and site.

ARTICLE 7 - PERSONNEL FILES

- A. Each employee shall have an individual personnel file. The Human Resources Department will maintain personnel records.
- B. Personnel records are not public information and will be treated as confidential. Personnel records will only be available to the employee, individuals or CSEA representatives with written authorization by the employee, the Superintendent, and individuals authorized by the Superintendent.
- C. Every employee shall have the right to inspect such materials upon request, provided that the inspection by the employee is made at a prescheduled time when the employee is not actually required to perform services to the District in the presence of the Superintendent/Designee. A log shall be maintained listing dates/names of any file reviews.
- D. Information of a derogatory nature shall not be entered into the file unless and until the employee is given notice and an opportunity to meet with the rating supervisor to review and comment thereon. The employee shall be given an opportunity during normal work hours and without loss of pay to initial and date the material. An employee shall have the right to enter, and have attached to any such derogatory statements, his/her own comments. Such material for placement in an employee's file shall be signed and dated.
- E. An employee may not remove any material from the personnel file. If an employee requests a copy of any material, that employee may be required to pay the cost of making copies.

ARTICLE 8 - EVALUATION/PROBATIONARY PERIOD

- A. Evaluations are considered a tool to provide bargaining unit members with information related to job performance including means for improvement and/or commendations to improve employee service.
- B. All newly hired or promoted employees are required to satisfactorily complete their one (1) year probationary period. The probationary period is defined as the initial twelve (12) month employment period beginning on the date of hire.
- C. Employees shall be considered permanent only after successful completion of their probationary period.
- D. All probationary employees shall receive at least two (2) probationary evaluation reports at approximately four (4) months and eight (8) months of the first year of employment, and one (1) performance evaluation each year.
- E. Permanent bargaining unit members shall receive at least one (1) evaluation every year.
- F. At the beginning of each year or upon initial employment, the principal/supervisor shall provide the employee with the following information:
 - 1. Primary evaluator, i.e. principal, assistant principal, supervisor.
 - 2. Copy of evaluation form.
 - 3. Process for obtaining input during the year on job performance.
 - 4. Timeline for annual evaluation.
- G. The evaluation process consists of a written Evaluation Report completed by the principal/supervisor, a review of the Report in a meeting between the employee and principal/supervisor, and the opportunity for the employee to comment orally or in writing.
- H. After reviewing and discussing the written evaluation with the immediate supervisor, the employee shall sign the evaluation confirming that the discussion and review have taken place. The employee shall receive a copy.
- I. The employee has the right to attach a statement to the District copy of the evaluation. This statement must be submitted to the Human Resources Department within a reasonable period of time.
- J. Any evaluation indicating the employee's performance as unsatisfactory or needs improvement shall include specific recommendations for improvements, provisions for assisting the employee in implementing these recommendations, and the period of time during which corrections shall occur.

- K. If the employee receives an overall evaluation of “Needs Improvement”, then a follow-up evaluation shall be scheduled no later than three (3) months from the date of the evaluation to re-evaluate job performance. If the employee receives an overall evaluation of "Unsatisfactory" then a follow-up evaluation shall be scheduled no later than two (2) months from the date of the evaluation to re-evaluate the overall job performance.

- L. A copy of the completed evaluation with the employee signature and a signed written employee statement, if any, will be placed into his/her personnel file.

ARTICLE 9 - HOURS OF WORK/OVERTIME

A. Work Week

1. The work week shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. This section shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any or all of its classified positions. Should the District determine there is a need to conduct reductions and/or changes in hours of any classified employees, the District agrees to provide CSEA and its representatives with reasonable notice and opportunity to respond with a demand to bargain.
2. With the concurrence of CSEA, the District may establish an alternative work week which shall not exceed 80 hours over a two(2) calendar week period.
3. An “alternative work week” schedule is a fixed work schedule other than standard work hours which include, but are not limited to, four (4) consecutive ten (10) hour days, or nine hour per day, 80 hour per two week schedules.
4. Upon mutual agreement of the employee and the employer, “flexible work hours” may be established by the District. “Flexible work hours” allows for a change of the work schedule on a day-by-day basis that may not extend the employee’s total daily appointment.

B. Workday

1. The workday shall consist of a maximum of eight (8) hours. Each employee shall be assigned a regular number of daily hours (except as identified in Article 9.A.1).
2. The District shall determine work schedules and establish work hours, which may vary at different work locations, as necessary.
3. The work day, work week, and work year for all new or newly added classified bargaining unit positions(s) shall be negotiated between CSEA and the District. Thereafter, any changes to the current bargaining unit position(s) or vacant bargaining unit position(s) shall also be negotiated between CSEA and the District.
4. A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. (Ed. Code 45136)

5. The bargaining unit member's regular work days shall not be reduced because of time worked in addition to the bargaining unit member's regular assigned work days.
6. The District may fill a vacant position(s) with a substitute(s) not to exceed sixty (60) calendar days.

C. Lunch/Rest Periods

1. All employees are entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes if working six (6) continuous hours or more daily.
2. This period is normally scheduled during the midpoint of the employee's daily assignment.
3. Employees working 4 to 6 hours daily shall be entitled to a ten (10) minute paid rest period during their workday. Employees working more than 6 hours shall be entitled to two (2) ten (10) minute paid rest periods during their workday.
4. Rest periods will be scheduled by the Principal/Supervisor or designee.
5. Rest periods cannot be "saved up" to report to work late or to leave work early or combined with a lunch period except as provided in Article 9 section A.4.

D. Overtime

1. Hours worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any calendar week shall be paid as overtime. For employees with an alternate workweek consisting of four (4) consecutive days and ten (10) hours per day, overtime is defined to include any time worked in excess of ten (10) hours per day or forty (40) hours per week.
2. Any employee having an average workday of four (4) hours or more for five (5) consecutive working days shall be paid, for any work required to be performed on the 6th or 7th day, as overtime. An employee having an average workday of less than four (4) hours during a workweek shall be compensated at one and one half times (1.5) the employee's regular rate for any work commencing on the seventh (7th) day following the commencement of their workweek. (Ed Code 45131)
3. The rate of pay for overtime shall be one and one-half times (1.5) the employee's regular hourly pay rate.
4. Time worked in excess of an employee's regular daily assignment, but less than eight (8) hours, shall be "extra time" and paid at the employee's regular hourly pay rate.

5. Overtime may also be compensated as compensatory time off (CTO). Employees authorized to work overtime may be offered a choice of either pay or CTO.
6. An employee who does not take or is not authorized to take CTO by the end of the fiscal year in which it was earned shall be paid for the CTO.
7. Compensatory time off is calculated at the overtime rate.
8. Requests to use earned compensatory time off must be scheduled with his/her immediate supervisor and shall not be unreasonably denied.
9. Employees may be required to work overtime or hours other than those normally scheduled, if necessary. Whenever possible, an employee will be given at least two (2) workdays advance notice of overtime. When mandatory overtime is required and there are no volunteers, the least senior employee in the needed classification shall be directed to perform the overtime duties.
10. Any time worked in excess of the employee's regular shift assignment (extra time or overtime) must have prior approval of the employee's immediate supervisor.
11. Overtime to be performed by bargaining unit employees shall be distributed and rotated equally as is practicable based on seniority within each department or site. The District retains sole discretion to deny a bargaining unit member overtime based on his or her receiving an overall needs improvement or unsatisfactory rating on their evaluation.

E. Call Back Time

1. Call back status is defined as an employee's direction to return to work at a work site in response to emergency events after completion of his/her regular assignment.
2. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of three (3) hours.
3. If the actual work exceeds three (3) hours, the employee will then be compensated at the overtime rate for actual hours worked.
4. Call back time begins when an employee is contacted by their supervisor authorizing the work.
5. Employees required to use their car in performance of this duty shall be reimbursed at the IRS mileage rate.

F. On-Call

Definition: Anytime employees covered by this Agreement are not scheduled to work and are “required” and or scheduled to be available for District needs or service, they shall be considered to be “on-call” for the purposes of this section.

1. Coverage

On-Call Response is required for monitoring the status of District facilities during non-school hours. This includes responding to alarm activations/deactivations, facilities access/closures and other similar actions as determined by the Director of Facilities, Maintenance, Operations and Transportation.

2. Eligibility for Duty

- a. All permanent custodial and maintenance individuals may apply for On-Call Response duty by submitting a written request to the Director of Facilities, Maintenance, Operations and Transportation.
- b. The Director of Facilities, Maintenance, Operations and Transportation has the sole discretion to approve individuals to serve on On-Call Response duty.

3. Hours of Duty

- a. On-Call Response duty will normally be on a weekly rotation from 3:30 p.m. Tuesday to 7:00 a.m. the following Tuesday and may include holidays, District closure days, and ‘unforeseen or emergency’ situations.
- b. On-Call Response duty will be scheduled by the Director of Facilities, Maintenance, Operations and Transportation on an equitable and rotating basis.

4. Training and Responsibilities

- a. Employees serving on On-Call Response duty will be trained on alarm and security systems at sites as necessary.
- b. While on duty, employees will follow all District rules, regulations, and policies regarding alcohol, drugs, etc. (Board Policy 4020, Education Code 44011).

5. Compensation

- a. A stipend of \$40.00 per day will be paid from start of duty until end of duty. For all non-District closure days. For District closure days a stipend of \$55.00 dollars per day will be paid.

- b. Employees called to a site to respond to an alarm shall be compensated for a minimum of 2 hours at his/her appropriate hourly rate. This compensation is in addition to the stipend cited above.
 - c. On-Call Response time starts when the employee leaves his/her home.
 - d. If an employee uses his/her own vehicle, he/she shall be reimbursed according to IRS authorized per mile rate.
 - e. Separate timesheets will be kept for the On-Call Response duty. These will be validated and signed by the Director of Facilities, Maintenance, Operations and Transportation or appropriate administrative designee.
- 6. Employees wishing to be placed on the on-call rotation list shall submit their requests to Director of Facilities, Maintenance, Operations and Transportation. Employees wishing to be removed from the on-call rotation list shall submit a written notification to the Director of Facilities, Maintenance, Operations and Transportation.
 - 7. The on-call person(s) shall have the use of a district provided cellular telephone and/or other electronic device during the period of time he/she is on-call for the purposes of notification.

G. Summer School Assignments

- 1. The District shall post summer school assignments following District posting procedures.

ARTICLE 10 - VACANCIES / TRANSFERS / PROMOTIONS

A. Definitions

1. A “transfer” is a change in work location, to another work site, without any change in classification or pay.
2. “Work site” is the location where the employee is regularly assigned and performs his/her duties or the location from which he/she performs duties throughout the District.
3. A “promotion” shall consist of the movement of a bargaining unit member from one classification to a different classification with a higher salary range.
4. A “vacancy” is a new position created by the District or a position temporarily unfilled because of an employee transfer, promotion, demotion, resignation, retirement, and/or separation from classified service.

B. Vacancies

1. Vacancies to be filled shall be posted on the bulletin board and/or prominent location at each worksite and on the District website.
2. Vacancies shall be posted for not less than five (5) work days.
3. Any vacancy may be advertised by the Human Resources Department outside the District.
4. Each vacancy posting shall list all of the following:
 - a. Date of posting
 - b. Job Title
 - c. Job Description
 - d. Primary Job Site
 - e. Workday and Work Year
 - f. Salary Range
 - g. Application process and filing deadline
 - h. Applicant pool (current employees and/or outside applicants)

5. An employee on vacation during the period the vacancy occurs shall be notified by the District of the job opening in a mutually agreeable manner provided the employee requests in writing that the District Office do so before his/her vacation commences.
6. A vacancy may be filled by transfer, promotion, demotion, or outside hire.

C. Transfers

1. The District shall consider the following in making/approving any employee transfer:
 - a. Operational and educational needs of the District;
 - b. Position experience;
 - c. Recent or specialized training;
 - d. Overall qualifications;
 - e. Length of District service.
2. Employees may apply for a transfer into any vacancy by completing a letter of interest and/or an application as indicated on the job posting and submitting it to the Human Resources Department by the application filing date. A letter of interest may include information such as the employee's qualifications, length of District service, recent or specialized training, and/or position experience.
3. An employee requesting a transfer may meet with the principal, supervisor, or designee of the requested work site to discuss the position and the employee's interest and qualifications.
4. The employee requesting the transfer will be notified in writing of the approval or disapproval of the transfer. If a unit member's request for a transfer is denied, the unit member may request and will be granted a meeting with the supervisor, principal or designee to discuss the reasons for the denial.

D. Promotions

1. The District shall consider the following in making/approving any employee promotions:
 - a. Operational and educational needs of the District;
 - b. Position experience;
 - c. Recent or specialized training;
 - d. Overall qualifications;

- e. If all the above variables are equal, the District will award the bargaining unit member with the greatest length of service in the District. If the dates of hire in the District are the same between equally qualified candidates, the tie shall be broken by lot. The candidates and their representative shall be present at the time of drawing by lot in the District Office.
2. Employees may apply for a promotion into any vacancy by completing an application as indicated on the job posting and submitting it to the Human Resources Department by the application filing date.

ARTICLE 11 - PAY AND ALLOWANCES

A. Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the salary schedule, which is attached hereto and by reference incorporated as part of this Agreement.

B. Salary Schedule Step Placement

Upon initial hire, new employees may be placed at appropriate salary range for previous work experience directly related to the position. The Director of Human Resources, or designee, shall determine the initial placement of new employees based on a review of the employee's previous experience.

The annual date for moving classified employees one step across the salary schedule shall be July 1 of each year, providing that the employee worked at least 75 percent of the District determined work year.

C. Longevity

1. Employees will be provided with an annual longevity bonus payable on or about the anniversary of their date of hire each year as follows:

- After completion of 8 years District service\$525
- After completion of 12 years District service\$975
- After completion of 16 years District service\$1425
- After completion of 20 years District service\$1875

2. A year of District service is defined as being in paid status at least 75% of assigned work year.

3. Full time employees shall receive the full longevity bonus when they have been with the District the required number of years.

4. Part time employees will receive a pro-ration of the longevity bonus step based upon their percent of full time equivalency, i.e., a .75 Full Time Equivalent (FTE) employee shall receive seventy-five percent (75%) of the bonus. (Example: \$525 x .75 = \$393.75).

D. Out of Class Pay

A bargaining unit member may be required to perform duties not included in their current position. A bargaining unit member working in a higher classification for a period of more than five (5) workdays in a fifteen (15) calendar day period shall have his/her salary adjusted upward for all days worked in that assignment. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and on the step which provides for not less than two and one-half percent (2.5%) increase, except

that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

E. Mileage

1. Employees required by their job description to use their car in performance of their duties shall be reimbursed at the IRS authorized per mile rate.
2. Verification of required travel shall be provided by the employee on the appropriate District form.
3. All such employees shall have their drivers' license and proof of insurance on file at the District Office.
4. Bargaining unit members whose work assignment requires them to pay for meals, lodging, tolls or parking, while away from the District, may be advanced or shall be reimbursed, in accordance with the applicable District established policies and regulations. Bargaining unit members shall be reimbursed for these costs within thirty (30) days after verification and approval of all required documents by the Fiscal Services Department.

F. Tuberculosis Testing

The District will provide access, at no cost, to Tuberculosis Testing as required to maintain permanent employment status for employees not eligible for health benefits.

G. Continuing Education Stipends

The District shall provide education stipends to all permanent classified employees in this bargaining unit in the following increments by September 30 of each year:

AA / AS 2 year degree	\$ 250.00 per year
BA / BS 4 year degree	\$ 500.00 per year
MA / MS degree	\$ 1000.00 per year

An original transcript shall be submitted to the Human Resources Department by September 15 in order for payment of the stipend by September 30.

ARTICLE 12 - PROFESSIONAL GROWTH

A. Purpose

The classified employees' Professional Growth Educational Assistance Program is designed to meet the following objectives:

1. Provide incentive for permanent classified employees to learn skills that will increase productivity and the quality of work;
2. Better prepare permanent classified employees within the District and to facilitate promotion from within; and
3. Convey a clear message to classified employees that the Board and Administration believe their skills and contribution are important to the mission of the District.

B. Eligibility

All permanent classified employees within the district shall be eligible to participate in the Professional Growth Educational Assistance Program. Courses will be taken on the employee's own time and at the employee's expense. First Aid/CPR Certification renewal, will be paid out of the Professional Growth funds.

C. Qualifying Courses

1. To qualify, courses shall be directly related to the employee's duties as defined by:
 - a. Current job classification or
 - b. Another classified position within the District or
 - c. Training in another career field within the District.
2. Renewal First Aid and CPR certification will be provided to classified employees each year during an open training window. First aid and CPR certification is required every 2 years and employees will be informed of the appropriate renewal window to participate.
 - a. If the employee does not renew their First Aid /CPR certification during the open window period, the renewal fees will not be paid by the District.
3. Qualifying units may be earned, with prior approval, by the successful completion of the following educational activities:
 - a. Courses (credit or noncredit) taken at a community college or at an accredited four (4) year college or university. These courses may be taken online.

- b. Adult Education courses, or outside training programs, or workshops, as designated and verified by hour of attendance; i.e., fifteen (15) clock hours shall constitute one (1) unit.
- 4. Successful course completion is defined as the employee receiving a certificate of competency, certificate of completion, or transcript from an accredited school or recognized educational institution showing a grade of “C” or better or “pass/credit” for non-graded courses.

D. Approval Procedures

- 1. The employee shall complete the Professional Growth Educational Assistance Application indicating the specific objectives to be met in the educational program and how those objectives are either:
 - a. Related to the employee’s current job classification; or
 - b. Another classified position within the District; or
 - c. Another career field within the District.
- 2. All requests for Professional Growth Educational Assistance Programs shall be submitted for prior approval using the following approval sequence:
 - a. Employee completes Professional Growth Educational Assistance Application and submits it to his/her supervisor not less than twenty (20) work days prior to the first day of instruction.
 - b. Within five (5) workdays of receiving the Application, the Supervisor shall approve or disapprove the request and forward it to the Director of Human Resources.
 - c. Within five (5) workdays of receiving the Application, the Director of Human Resources shall approve or disapprove the request and forward it to the employee.
 - d. Timelines may be waived, for special circumstances, by mutual agreement of the employee and the Director of Human Resources.

E. Appeal Procedure

- 1. An employee who’s Professional Growth Educational Assistance Application has been denied, may appeal to the Superintendent/designee or to a committee consisting of two (2) members selected by CSEA and two (2) members selected by the Superintendent/designee.

2. Request for appeal shall be submitted, in writing, within ten (10) workdays after receipt of denial.
3. Superintendent/designee or committee shall make final determination and notify the employee, in writing, within ten (10) workdays after receipt of appeal.
4. If the committee is deadlocked on a decision, the Superintendent shall make the final decision within five (5) work days following the committee's decision.

F. Submission of Units

1. Verification of units earned for Professional Growth Educational Assistance and associated receipts shall be submitted to the Human Resources Department for reimbursement.
2. It is the responsibility of the employee to collect and maintain the applications and verification until such time as they are turned in for reimbursement.

G. Reimbursement

1. Employees shall be eligible for reimbursement for District pre-approved qualifying courses and associated textbooks and instructional fees, up to a maximum of \$800.00 in any one (1) fiscal year (i.e., July 1st – June 30th).
2. Monies paid to an employee through the District's Professional Growth Educational Assistance Program will be excluded from gross income for purposes of taxation.
3. All submissions for reimbursements shall have attached all applicable original receipts for expenses and proof of successful completion of courses as outlined in section C of this article.

H. Funding

The District will make available up to \$7,500 minus the cost of annual First Aid/CPR certification annually to support and fund this program. Applications will be processed by date of receipt in Human Resources. When multiple applications are received at the same time, first time applications and full-time employees will be given priority consideration.

ARTICLE 13 - EMPLOYEE SAFETY

The District shall make reasonable efforts to provide employees in the bargaining unit with safe working conditions. Should the employment duties of an employee require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish such equipment or gear. Safety conditions mean any work-related conditions affecting health, safety, sanitation, or physical welfare of the employee.

All employees in the bargaining unit shall, in performance of their duties, be alert to unsafe practice, equipment and/or conditions and shall promptly report any such unsafe practice, equipment and/or conditions to their immediate supervisor.

Each employee shall report any accident or safety concern immediately to their supervisor and shall complete such report forms relating to the accident or safety concern as may be required by the District. The District shall make reasonable efforts to remedy the reported cause of an accident or safety concern.

ARTICLE 14 - HEALTH AND WELFARE BENEFITS

A.

1. The District will make available for employees and their dependents fringe benefits. Dependents include those persons defined by federal law, applicable health care laws, or the rules and regulations of the District's fringe benefit providers as eligible dependents. Health and Welfare benefit information is provided under Appendix C.
2. Employees who work .5 Full Time Equivalent (FTE) or greater shall be eligible for health and welfare benefits on a prorated basis.
3. Pursuant to COBRA, eligible employees and their dependents who meet COBRA qualifications may elect to remain in the District-offered health care plan at their own expense. Arrangements for advance payment shall be made with the Fiscal Services Department.
4. Employees on approved and unpaid leaves of absence are eligible to maintain their fringe health and welfare coverage for the duration of such leave provided the full cost is paid to the District by the employee per an arrangement determined by the Fiscal Services Department.
5. Newly hired employees and/or current employees, whose workweek is increased to twenty (20) hours or more, need to correctly fill out all required forms and provide them to the Human Resources Department prior to their first work day.
6. Above employees shall be 'eligible' for implementation of fringe benefits coverage as follows:

<u>1st workday*</u>	<u>1st day of eligibility</u>
1 st – 15 th	1 st day following month
E.g. August 3	1 st day of September
16 th – 31 st	1 st day of following month
E.g. August 24	1 st day of October

- a. Failure to provide required forms in a timely manner may cause a delay in implementation of fringe benefit coverage.

B.

1. State Disability Insurance (SDI) has been voted in by employees and became effective April 1, 1994. For information regarding the benefits contact the Human Resources Department.
2. The term dependents, set forth in section A, above, shall include domestic partners, as defined by California Family Code section 497. A domestic partner is defined as two (2) adults who have chosen to share one another's lives in an intimate and

committed relationship of mutual caring. The elements, which must be met to qualify as domestic partner, are:

- a. Both persons have a common residence.
 - b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
 - c. Neither person is married or a member of another domestic partnership.
 - d. The two persons are not related by blood in a way that would prevent them from being married to each other in the State of California.
 - e. Both persons are at least eighteen (18) years of age.
 - f. Both persons are capable of consenting to the domestic partnership.
 - g. Neither person has previously filed a Declaration of Domestic Partnership that has not been terminated.
 - h. Both persons are members of the same sex, or are members of the opposite sex and at least one partner is over the age of sixty-two (62) and meets the criteria of the Social Security Act.
3. In order to be eligible for dependent benefits, the employee and his/her domestic partner must have filed a valid Declaration of Domestic Partnership with the Secretary of State, pursuant to Division 2.5, commencing with Section 297 of the California Family Code, and must provide a filed stamped copy to the District. The employee must also sign a reimbursement statement certifying as follows:
- a. I, (name of employee), agree to reimburse the District, or its designated health service plan, for any expenditures made by the District, or designated health service plan carrier, for medical claims, processing fees, administrative charges, costs, and attorney fees on behalf of the domestic partner if any of the documents submitted to register the domestic partnership or to obtain services for the domestic partner through the District's health and welfare benefit service plan is found to be fraudulent or intentionally misleading in any way.
4. The employee shall be financially responsible for any increased cost of covering his/her domestic partner that exceeds the District contribution allowance, set forth in Appendix C.
5. In the event the domestic partners dissolve their domestic partnership, within thirty (30) days the employee must provide the District with a copy of the notice filed with the Secretary of the State declaring that the domestic partnership is dissolved. In such case, the former domestic partner of the employee shall no longer be considered a dependent for the purposes of this Article.

ARTICLE 15 - RETIREMENT

A. Retirement Medical Benefits

1. Employees retiring from the District may elect to participate in the District-offered health and welfare benefits plan at their own expense.
2. To be eligible, an employee must be continuously employed in classified service by the District five (5) years immediately prior to retirement and shall meet age and years of service requirements established the by Public Employee Retirement System (PERS).
3. Employees electing the above are required to make advance arrangements with the District, enroll within thirty (30) days of their retirement, or forfeit health and welfare benefit eligibility.
4. An employee's surviving spouse may elect to continue participation in the District offered health and welfare benefit plans at his/her own expense.
5. Payment shall be made at least thirty (30) days in advance and must be continuous to maintain eligibility. If any payment is not received by the District by the due date, eligibility shall be forfeited.
6. The employee and/or surviving spouse electing the above are required to join Medicare if eligible.
7. All parties shall follow the rules and regulations of the fringe benefit carriers/administrators.

B. Any member may convert unused sick leave to retirement credit in accordance with the rules and regulations of Government Code and PERS, if the member is filing a request for retirement.

1. Any request for vacation usage immediately preceding scheduled retirement are subject to Vacation Article 18 (B-4) and will not be automatically approved.

ARTICLE 16 - LEAVES

A. Sick Leave

1. Full time employees are entitled to sick leave based upon a conversion of the work year for each classification to an annual allowance as shown below:

<u>Duty Days</u>	<u>Months</u>	<u>Sick Leave Days</u>
216-261	12	12
211-215	11	11
191-210	10.5	10.5
183-190	9.5	9.5
180-182	9	9
150-179		7.5
125-149		6.25
100-124		5

2. Permanent employees shall be credited with their annual sick leave at the beginning of their work year.
3. Probationary employees shall be limited to use of six (6) days of sick leave until completion of six (6) months of active service.
4. Mid-year hires will receive a pro-rated number of sick leave days.
5. Part time employees shall receive sick leave days pro-rated based on their FTE. Example .5 FTE = 4 hours
6. Unused sick leave shall accumulate without limit.
7. Sick leave may be used for necessary treatment of health problems, which cannot be scheduled outside of regular work hours.
 - a. Sick leave can be used in no less than fifteen (15) minute increments.
8. Employees shall attempt to schedule routine medical or dental appointments during off duty time.
9. The Superintendent/designee may require verification of an employee's illness from a physician if the employee is absent for three or more (3) days. If an employee is determined to have used sick leave days in a consistent pattern prior to a weekend, after a weekend, or any other predictable pattern, they may be subject to progressive disciplinary procedures.

10. Employees who retire from classified service shall be eligible for unused sick leave credit towards retirement according to the rules and regulations of PERS and Government Code. (See Administrative Regulation 4261.1)

B. General Leave Policies

For purposes of this Article, immediate family is defined as:

1. The spouse, registered domestic partner, son, daughter, brother, sister, step-brother, step-sister, mother, father, mother-in-law, father-in-law, aunt, uncle, a person or persons who acted in place of the parents (not to exceed two persons), grandmother, grandfather, grandchild, step parent, step child, foster child, son and daughter-in-law, or brother and sister-in-law of the bargaining unit member.
2. Eligible bargaining unit members on paid leave shall continue to receive the benefits provided in Article 14 Health and Welfare Benefits.
3. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
4. Upon an employee's written request, the Board may grant up to a one (1) year unpaid leave of absence.
 - a. Reasons for leave may include but not be limited to the following examples: child rearing, educational improvement, political activity, and/or travel.
5. An employee returning from a leave of absence shall be entitled to return to the same or similar position held upon commencing the leave.
6. The employee and site Principal/Supervisor shall attempt to agree upon a mutually agreeable schedule in advance of the leave.

C. Bereavement Leave

1. An employee will be entitled to a maximum of three (3) days paid leave for required travel, or five (5) days for required travel of more than two hundred (200) miles one (1) way, in the event of death in an employee's or employee's spouse's immediate family.
2. These days are not deducted from sick leave.
3. It is understood that bargaining unit members may not be able to give advance notice in the event of the death of a member of the immediate family.

D. Military Leave

1. An employee shall be entitled to paid leave up to a maximum of the first thirty (30) calendar days of duty, if ordered to enter active service during war or national emergency.
2. Such employee shall be entitled to return to the same or similar position within six (6) months after being honorably discharged or placed on inactive duty.
3. If electing to return, such employee shall notify the District in writing.
4. An employee shall attempt to schedule service for duty such as Reserves/National Guard during their vacation or at times other than during the employee's assigned work.
5. If duty for such service is required to be scheduled during the employee's assigned work year, the employee shall be entitled to unpaid leave.

E. Extended Sick Leave

1. Extended sick leave is defined as a single disabling illness or injury which causes the employee to be absent from service.
2. If an employee is absent from service because of illness or accident for up to five (5) months, the amount deducted from the employee's wages shall not exceed the amount paid to the substitute hired to fill his/her position during the absence (differential pay).
3. The five (5) month period starts on the first day of the employee's absence.
4. If a substitute is not hired, no amount shall be deducted from the employee's wages.
5. Differential pay commences after the employee exhausts all accumulated sick leave, compensatory time, and vacation.
6. The District may request additional medical verification of the extended sick leave and the bargaining unit member shall provide the verification, if requested.

F. Catastrophic Leave Bank

1. "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member

and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, and other paid time off, excluding differential leave.

2. “Employee’s family” for this section is defined as spouse, son, or daughter of the employee or stepchildren of the employee.
3. Classified employees, who have exhausted all paid leaves, excluding differential leave, may request donated sick leave for catastrophic illness or injury no more than one time per twelve (12) month period for a maximum of up to thirty(30) workdays.
4. All catastrophic leave shall be available by donation only. All donated sick leave, for this purpose, is irrevocable.
5. Classified employees may request catastrophic leave donations by filling out and submitting a “Catastrophic Leave Request form” to the Human Resources Department. Participants requesting sick leave donations shall submit a physician’s statement indicating the nature of the illness or injury and the probable length of needed absence from work. This information shall be kept confidential.
6. Human Resources shall send out an electronic mail to all Classified employees announcing the request for voluntary catastrophic leave donations, to whom the donations will be allocated to, and the number of hours requested to be donated.
7. Any District employee wishing to donate sick leave must themselves retain no less than ten (10) days of sick leave.
8. Donated sick leave days may not be used for an illness or disability which qualifies the participant for Worker’s Compensation Benefits.

G. Industrial Accident / Illness Leave

1. In accordance with Section 45192 of the Education Code, Classified employees shall be entitled to leave of absence for industrial accidents or illness, subject to the following:
 - a. Allowable leave shall be for not more than sixty (60) working days in one (1) fiscal year for the same accident.
 - b. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence. Payment for wages lost on any day shall not, when added to an award granted the employee under Worker’s Compensation laws of the State of California, exceed the normal wage for the day; the employee shall endorse to the District wage loss benefit checks received under the worker’s compensation laws of this state and the District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement

and other authorized contribution. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

- c. When an industrial accident leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
- d. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to sick leave and extended sick leave will then be used. If, however, an employee is still receiving Worker's Compensation, they shall be entitled to use only so much of their accumulated and available sick leave, accumulated compensation time, vacation or other available leaves which when added to the Worker's Compensation award, provides for a day's wage or salary.
- e. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of their position, the person shall, if not placed in another position, be placed on a reinstatement list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- f. Periods of leave of absence pursuant to this Article shall not be considered to be a break in service for the employee.
- g. To be eligible for industrial accident or illness leave, an employee must have served continuously not less than six (6) months with the District. Such requirement shall not be construed to limit or restrict an employee's right to an earlier time to receive Worker's Compensation benefits as provided by law.
- h. An employee returning to work from industrial accident or illness leave shall be required to present a doctor's release prior to returning to paid duty. The District may require an employee to submit to an examination by a District approved doctor to verify the nature of the illness or disability which was the reason for the leave of absence.
- i. Only absences which are supported by a doctor's certificate and have been verified by the District Workers' Compensation physician to be the result of a work connected injury or illness can be paid under the occupational leave policy. Any absence which cannot be so verified shall be charged against the

bargaining unit member's personal illness leave or other appropriate leave, or salary will be deducted if it is determined the illness/injury is covered by Worker's Compensation, sick leave or other leaves, or salary deducted shall be reinstated.

H. Personal Necessity

1. Up to seven (7) total days of an employee's sick leave entitlement per year may be used for matters of personal necessity per Education Code 45207. Such matters are defined as follows:
 - a. Death of a member of the employee or spouse's immediate family. (In addition to Bereavement Leave)
 - b. Serious accident or serious illness involving the employee or a member of the employee or employee's spouse's immediate family.
 - c. Serious situation affecting the employee's property or the property of a member of the employee's or employee's spouse's immediate family.
 - d. Appearance in any court, or before any administrative tribunal, as a litigant, party, or witness under subpoena, or any order made with jurisdiction.
 - e. Such other "unique" circumstances that may be approved by the Assistant Superintendent/Human Resources or Designee.
 - f. "Unique" is defined as a compelling situation that requires the employee's presence during the workday.
 - g. Personal Necessity Leave under subsection (e), above, shall be at the discretion of the Assistant Superintendent/Human Resources or Designee and shall not serve as precedent for any other request.

I. Family Medical Leave

The Board shall grant, upon written request by any employee with more than one (1) year of continuous District service, an unpaid family care leave of up to four (4) months in a twenty-four (24) month period. The District shall abide by any other provision under state or federal FMLA laws.

J. Pregnancy and Maternity Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore are, for all job related purposes, temporary disabilities and shall be treated as such under any District sick leave plan. (Education Code 44965)

2. An employee may be absent and use sick leave for disabilities caused by pregnancy, miscarriage, and/or childbirth of the employee or employee's spouse.
3. The necessity for use of such leave shall be verified by the employee or spouse's doctor.
4. An employee may agree, in writing with the Superintendent, to take this leave without pay for a period of up to twelve (12) months.

K. Judicial Leave

1. Employees required to serve on jury duty during their normal assignment will be entitled to paid leave less the amount received from the court.
2. The employee shall submit any jury pay stub or written verification received from the court (except for travel/parking reimbursement) to the Fiscal Services Department.
3. Employees shall return to their work site, if there is at least one-half (1/2) or more of their normal scheduled daily assignment remaining.
4. Jury duty hours are not included as hours worked for computing overtime.
5. Employees required to appear before Court as a subpoenaed witness for reasons other than employee misconduct, or as a litigant, shall be entitled to paid leave.

L. Personal Leave Day

1. Each employee, after one (1) year of classified service with the District, shall be entitled to one (1) paid personal day per year.
2. Such days shall be requested on the appropriate form using the following guidelines:
 - a. At least five (5) working days advance notice.
 - b. No more than one (1) employee per site/department per day, except on district/site closure days.
 - c. Not on an in-service day.
 - d. Subject to supervisor/administrator approval.
 - e. One (1) personal day may be accumulated for use in the following year.

M. Discretionary Leave

1. After one (1) year of District service, one (1) sick leave day may be used for personal reasons.
2. After five (5) years of District service one additional sick leave day may be used for a discretionary day.
3. Such days shall be requested on the appropriate form using the following guidelines:
 - a. At least five (5) working days advance notice.
 - b. No more than one (1) employee per site/department per day, except on district/site closure days.
 - c. Not on an in-service day.
 - d. Not the day before/after a holiday or recess period.

ARTICLE 17 - HOLIDAYS

A. Employees who are assigned to 183 or more duty days or more shall be eligible for thirteen (13) paid holidays per year, as follows:

Independence Day	New Years Eve (1/2 day)
Labor Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving (Admissions Day)	Washington's Birthday
Christmas Eve (1/2 day)	Friday before Easter
Christmas Day	Memorial Day

B. Employees assigned to 182 duty days or less shall be eligible to receive twelve (12) paid holidays per year, as listed in Section A above, with the exception of Independence Day.

C. All part time employees shall be paid for their holidays on a pro-rated basis.

E.g., work 4 hours

- Labor Day/4 hours pay

To receive pay for holidays, a bargaining unit member must be in paid status on his/her normal work day immediately preceding or succeeding the holidays.

All hours worked on holidays designated by this Agreement shall be compensated at one and one half (1 ½) times in addition to the pay for the holiday, which shall equal two and one half (2 ½) times the regular rate of pay.

D. Additional Holidays

Every day declared by the President or Governor, as stated in the Education Code, which requires schools to be closed, and any day declared a holiday by the Board which requires schools to be closed, shall be a paid holiday for eligible employees.

When a declared holiday falls during the scheduled vacation of a bargaining unit member, such bargaining unit member shall not be charged a vacation day for that holiday.

E. District/Site Closures

During calendar months where the District has scheduled closure dates, regular full time employees may request, at least ten (10) work days in advance, to utilize vacation, CTO or unpaid days with the approval of their immediate supervisor. Denials of such requests shall not be arbitrary or capricious.

ARTICLE 18 - VACATION

- A. All employees shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis--July 1 through June 30.
- B. Employees shall be eligible to earn annual paid vacation according to the following:

<u>Duty Days</u>	<u>1-5 Service Years</u>	<u>6-10 Service Years</u>	<u>11+ Service Years</u>
236	12 days	17 days	22 days
216	11 days	16 days	21 days
196	10 days	15 days	20 days
176	9 days	14 days	19 days
156	8 days	13 days	18 days
136	7 days	12 days	17 days
116	6 days	11 days	16 days
96	5 days	10 days	15 days

- 1. All part time employees shall be paid for their vacation based on their pro-rated FTE. Example: .5 FTE employee would be eligible for a 4 hour vacation day. The number of vacation days is based on years of service as shown in the table above.
- 2. Date of hire in the Classified service shall be used in determining years of District service and vacation accrual rates for employees covered by this agreement. Only periods of regular employment or paid leaves of absence shall be included in the calculations of years of service. No unpaid leaves of absence shall be credited.
- 3. Mid-year hires will receive a pro-rated number of vacation days.
- 4. Employees shall apply for vacation, on the appropriate District form, to their Principal/Supervisor at least ten (10) work days in advance of the desired start date. Vacation requests shall be approved or denied within five (5) work days of receipt. A bargaining unit member and their immediate supervisor may mutually agree to waive the ten (10) days advance notice.
- 5. Full time employees shall earn paid vacation prior to it being used.

6. 'Unused' vacation earned during one (1) fiscal year may be carried over into the following fiscal year. If not authorized to take 'unused' vacation prior to June 30th of that following fiscal year, it shall be paid to the employee.
7. No vacation shall be granted during the first six (6) months of employment unless granting of the vacation meets a need of the District and is approved by the supervisor and Assistant Superintendent of Human Resources/Designee.
8. Vacations will be approved only at times of the year when they will not interfere with unique site/District requirements. Attempts will be made, however, to adjust vacation time to special needs of individual employees.
9. Upon separation from Classified service, earned but unused vacation shall be paid to employees.

C. Vacation Postponement / Interruption / Cancellation

1. If a bargaining unit member's approved vacation comes due during the period when he/she is on leave due to an illness or injury, he/she shall be allowed to postpone his/her vacation. Any rescheduling of vacation must receive verbal approval from his/her immediate supervisor prior to the rescheduling. Such approval shall not be unreasonably withheld.
2. A bargaining unit member may request to interrupt or terminate vacation in order to begin sick leave requiring overnight hospitalization or bereavement leave, without return to duty status. To initiate the request, the bargaining unit member must notify the District of the situation and submit supporting information substantiating such an interruption or termination of vacation.

ARTICLE 19 - LAYOFFS

- A. A layoff shall be considered an involuntary separation from service or reduction in hours or profile based on a lack of work or lack of funds determined by the Governing Board.
- B. The District shall provide CSEA with a list of the proposed layoffs, including FTE's of affected classifications, within five (5) business days after the Board has determined to lay off CSEA members.
- C. After the Board has taken action on the layoff(s) CSEA may exercise its right to demand to bargain the effects of those layoffs with the District. Any demand by CSEA will be in writing. The District acknowledges that it is obligated by law to fully negotiate the decision and effects of any proposed reduction of hours to classified personnel with CSEA prior to the implementation of any reduction.
- D. The District shall notify the least senior bargaining unit member in each classification in writing a minimum of sixty (60) calendar days prior to the effective date of the layoff except in the event of an actual and existing financial inability to pay salaries to Classified bargaining unit members or for causes not foreseeable or preventable by the Governing Board, where less than sixty (60) days notice may be given.
 - 1. A written notice of layoff shall be either personally served upon or sent by certified mail to the last address given the District by the bargaining unit member. The notice shall contain:
 - a. The reason for the layoff (lack of work and/or lack of funds) and its effective date
 - b. The bargaining unit member's bumping rights, if any
 - c. The bargaining unit member's re-employment rights
- E. For the purposes of layoff, seniority shall be defined as hire date within the current job classification plus any time spent in an equal or higher classifications. Bargaining unit members shall not be allowed to accrue seniority while on any form of unpaid leave or while he/she is on the medical re-employment list and the seniority date shall be adjusted accordingly. In the event that two (2) or more bargaining unit members have the same amount of seniority as defined above, the following tie-breaker shall be used:
 - 1. Date of hire in the District as a member of CSEA. "Member of CSEA" means holding any classification included in the bargaining unit. For these purposes, all time spent in any classification currently represented by CSEA, but prior to CSEA being elected as the exclusive representative qualifies as being a "Member of CSEA."

2. If the above is equal, the tie shall be broken by lot (lot to be drawn by a CSEA representative in the presence of a District representative and the affected bargaining unit members who chose to attend).

F. Bumping Rights:

1. CSEA members with the least seniority in the affected class shall be laid off first.
2. Any CSEA member laid off in one class, who previously served in and attained permanency in an equal or lower class may move (bump) into that equal or lower class if his/her seniority is greater than a CSEA member presently serving in that class.
3. A CSEA member displaced from his/her class as a result of being bumped shall have the same bumping rights as set forth above.
4. A CSEA member who elects a layoff in lieu of bumping shall maintain his/her re-employment rights under this article.
5. A permanent or probationary employee who has been laid off from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee meets the minimum qualifications for the position. Such employee shall maintain his/her reemployment rights as defined in this article.

- G. Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon discovery of the error and given all rights and privileges including retroactive pay, health and welfare benefits and vacation and sick leave accrual as if the bargaining unit member had not been laid off at all.

- H. Reemployment Rights: The names of bargaining unit members involuntarily laid off shall be placed on re-employment lists in the reverse order of layoff for thirty-nine (39) months. Such bargaining unit members shall be re-employed by seniority in their previous classifications if a vacancy occurs.

1. Re-employment shall be in reverse order of layoff.
2. Bargaining unit members on a thirty-nine (39) month reemployment list who apply for other classified vacancies for which they meet the job duty qualifications shall be given preference over outside applicants.
3. A bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District. Such notice shall be hand delivered or sent certified mail to the last address given the District by the bargaining unit member.

4. A unit member on a re-employment list shall have five (5) work days after completed service of an offer of re-employment to accept or decline employment to his/her former class and status. In the event the bargaining unit member on the re-employment list will be unavailable to receive an offer of re-employment, it is the bargaining unit member's responsibility to provide the District prior notice of his/her unavailability and an alternate address/phone number for purposes of providing the offer during that time period.
5. Refusal of an offer of short-term employment shall not affect the standing of any bargaining unit member on a re-employment list. A bargaining unit member who accepts such employment shall be entitled to all rights and benefits pursuant to this Agreement.
6. Upon return to work, the time during which a CSEA member was in (involuntary) unpaid status, shall be counted for seniority purposes, not to exceed thirty-nine (39) months, except that during such time the CSEA member will not accrue longevity, vacation, sick leave, holidays, or other leave benefits. Unused sick leave and vacation hours, accumulated prior to layoff, will be reinstated.
7. Bargaining unit members who voluntarily took a position in a lower classification or who took a voluntary reduction in hours in lieu of layoff shall, for a total of sixty-three (63) months, remain on the rehire list.
8. Election of Retirement Re-Employment Rights: Any bargaining unit member who elects service retirement from the Public Employees Retirement System (PERS) shall be placed on a re-employment list for thirty-nine (39) months. The District shall notify PERS of the fact that the retirement was due to layoff. If the bargaining unit member is offered, and accepts in writing, an appropriate offer of re-employment, the District shall maintain the vacancy until PERS has properly processed the bargaining unit member's request for reinstatement from retirement.

ARTICLE 20 - GRIEVANCE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims that here have been violations or misinterpretations of a provision of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Since it is important that grievances be processed as rapidly as possible, the time specified at each level should be considered to be maximums, and every effort should be made to expedite the process as soon as practical. The time limits may, however, be extended by mutual agreement. The time limit provided in Levels Two, Three, and Four shall begin the day following receipt, by personal delivery or certified mail, of written decisions by the parties.

B. Definition

1. A grievance is a claim by one or more members and/or CSEA based on an alleged violation of this negotiated agreement.
2. A grievant is CSEA and/or one or more bargaining unit members making the claim.
3. Immediate Supervisor is the person having immediate jurisdiction over the employee filing the grievance, who has authority to resolve the grievance.
4. Party is CSEA or any other person who might be required to take action or against whom action might be taken in order to resolve a claim filed under this Agreement.
5. Work day is a day when the District Office is open for business.
6. Class Action Claim: A class action claim is a claim filed under the Grievance section, involving multiple grievants and/or work sites within the District. Such grievances are to be filed at Level III with the Superintendent or his/her Designee.

C. Procedure

1. Level One (Informal Meeting)
The grievant shall first discuss the grievance with his/her immediate supervisor within ten (10) work days of when he/she knew or should have known of the circumstances which form the basis of the grievance. Both parties shall seek to resolve the matter informally.

2. Level Two (Formal Written Grievance)

- a. If no decision has been rendered by the immediate supervisor within ten (10) work days after discussion of the grievance, or if the grievant is not satisfied with the decision rendered by the immediate supervisor regarding his/her grievance at Level One. The grievant may then file a written grievance with his/her immediate supervisor on a form provided by the District.
- b. Within ten (10) work days after receipt of a written grievance, the immediate supervisor will meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall submit his/her written decision to the grievant within ten (10) work days after the meeting.

3. Level Three (Appeal to Superintendent)

If the grievant is not satisfied with the decision at Level Two, or if no decision is rendered within ten (10) work days, the grievant may appeal the decision, in writing, to the Superintendent or his/her designee within ten (10) work days. The Superintendent will meet with the grievant and/or his/her representative if requested before making a decision. The Superintendent shall make a written decision within twenty-one (21) work days of the appeal.

4. Level Four (Advisory Arbitration)

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within twenty-one (21) work days after he/she has first met with the Superintendent, or his/her designee, he/she may request in writing a hearing before an advisory arbitrator. The written request shall be filed in the office of the Superintendent or his/her designee within ten (10) working days after receipt of the decision at Level Three. The advisory arbitration proceeding shall be conducted by an arbitrator which may be mutually selected by the parties. If the parties fail to reach agreement on an arbitrator within ten (10) working days, the American Arbitration Association will be requested to supply a list of names. The American Arbitration Association, Voluntary Rules of Arbitration shall apply. The District and the Association will share equally in payment for the fees and expenses of the arbitrator. All other costs shall be paid by the party incurring them.

It shall be the function of the arbitrator to make a recommendation to resolve the grievance. Such recommendations are advisory only.

- a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this contract.
- b. If the District should dispute the arbitrability of the grievance, such a claim shall be heard and a ruling given by the arbitrator prior to any hearing on the grievance.

- c. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court report shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
- d. Upon receipt of the arbitrator's recommendation, the Board of Trustees shall render a decision within twenty-one (21) work days. The Board alone has the power to render a final and binding determination of a grievance within this procedure. This recommendation of the arbitrator shall only be advisory and if, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. The Board's decision shall be final and binding.

D. Rights of Employees to Representation

The employee may be represented by CSEA at any level of the grievance procedure.

E. Miscellaneous

- 1. Release time without loss of pay to attend a grievance meeting or hearing shall be provided to grievant, grievance representatives and witnesses involved in the grievance. Any employee whose appearance is necessary in such investigations may be released.
- 2. Neither the Board of Trustees nor any member of the administration nor CSEA shall take reprisals affecting the employment status of the employee by reason of the employee's filing of a grievance.
- 3. Records of the grievance shall be filed separately from the personnel files of the participants.

ARTICLE 21 - SEVERABILITY

A. Savings Clause

If during the life of this Agreement, there exists any applicable law, rule, regulation, or order issued by a governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect 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 other remaining portions, which shall continue in full force and effect.

B. Replacement for Severed Provision

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

C. Authority of Signatories

By affixing their respective signatures to this Agreement, the signatories indicate that they have the express authority of their respective bodies to approve and execute this Agreement. Notwithstanding the parties' authority to bargain, both parties recognize this Agreement does not become valid until it has been ratified by the Classified bargaining unit and approved by the District

APPENDIX A

Board Approval 9-15-22

CSEA	Classes / Positions	Wage Range
	Account Technician	19
	Behavior Intervention Specialist	49
	Behavior Support Assistant	21
	Bus Assistant	9
	Certified Occupational Therapist Assistant	30
	Custodian	14
	DO Clerk	13
	DO Secretary	18
	Health Assistant	9
	Information Systems Specialist	29
	Instructional Assistant	6
	Instructional Assistant / Computer	11
	Instructional Assistant / English Language Learners	9
	Instructional Assistant / Learning Center	9
	Instructional Assistant / Multi-Handicapped	11
	Instructional Assistant / Music	7
	Instructional Materials Technician	19
	K-8 School Clerk	14
	Lead Custodian	18
	Lead Maintenance Worker	28
	Library Media Technician	12
	Licensed Vocational Nurse	27
	Maintenance Worker	22
	Maintenance Worker II	26
	Middle School Clerk	14
	Network Specialist	39
	Occupational Therapist	OT
	School Clerk	12
	School Secretary	18
	Sign Language Interpreter	18
	Speech and Language Pathology Assistant	30
	Teacher Clerical Support	12
	Technology Specialist I	25
	Technology Specialist II	33

Updated 5.18.2023

APPENDIX B

Dry Creek Joint Elementary School District
Classified Employee
Hourly Wage Schedule
2022-23, Minimum Wage 7/1/22 to 12/31/22

Range	Steps				
	A	B	C	D	E
1	15.00	15.72	16.54	17.35	18.20
2	15.37	16.11	16.94	17.81	18.68
3	15.73	16.54	17.36	18.21	19.16
4	16.13	16.96	17.81	18.68	19.59
5	16.55	17.36	18.22	19.16	20.09
6	16.96	17.82	18.69	19.62	20.60
7	17.37	18.23	19.17	20.10	21.14
8	17.83	18.70	19.64	20.62	21.66
9	18.23	19.18	20.11	21.14	22.20
10	18.71	19.65	20.63	21.68	22.76
11	19.20	20.13	21.15	22.21	23.32
12	19.67	20.64	21.69	22.77	23.90
13	20.16	21.17	22.22	23.34	24.49
14	20.65	21.70	22.78	23.91	25.11
15	21.18	22.22	23.36	24.50	25.74
16	21.72	22.79	23.93	25.14	26.39
17	22.23	23.37	24.52	25.75	27.02
18	22.80	23.95	25.15	26.41	27.76
19	23.38	24.53	25.76	27.06	28.41
20	23.96	25.16	26.42	27.77	29.14
21	24.54	25.78	27.08	28.44	29.86
22	25.17	26.44	27.78	29.15	30.59
23	25.79	27.09	28.46	29.88	31.35
24	26.45	27.79	29.17	30.60	32.15
25	27.10	28.47	29.90	31.38	32.95
26	27.80	29.18	30.62	32.16	33.78
27	28.48	29.91	31.39	32.98	34.63
28	29.19	30.64	32.17	33.80	35.48
29	29.93	31.41	32.99	34.65	36.38
30	30.66	32.21	33.81	35.51	37.30
31	31.42	33.02	34.67	36.40	38.20
32	32.22	33.83	35.52	37.32	39.17
33	33.03	34.69	36.43	38.23	40.13
34	33.85	35.54	37.33	39.20	41.17
35	34.70	36.47	38.26	40.16	42.19
36	35.55	37.35	39.21	41.18	43.23
37	36.48	38.27	40.18	42.21	44.32
38	37.37	39.23	41.20	43.27	45.40
39	38.31	40.20	42.23	44.33	46.57
40	39.26	41.23	43.30	45.45	47.74
41	40.24	42.27	44.38	46.61	48.92
42	41.25	43.33	45.49	47.78	50.15
43	42.29	44.40	46.63	48.97	51.40
44	43.36	45.51	47.81	50.18	52.69
45	44.42	46.65	49.00	51.42	54.02
46	45.56	47.83	50.22	52.71	55.36
47	46.67	49.03	51.48	54.05	56.73
48	47.85	50.24	52.76	55.39	58.15
49	49.05	51.50	54.08	56.78	59.62
50	50.29	52.78	55.41	58.20	61.10
51	51.53	54.10	56.82	59.65	62.64
52	52.81	55.44	58.25	61.13	64.21
53	54.13	56.84	59.68	62.68	65.80
54	55.48	58.27	61.17	64.24	67.44
55	56.88	59.71	62.71	65.83	69.12
56	58.31	61.22	64.27	67.47	70.86
57	59.74	62.74	65.89	69.18	72.62
58	61.26	64.30	67.52	70.89	74.45
59	62.78	65.92	69.21	72.68	76.32
60	64.34	67.58	70.95	74.51	78.23
OT	56.52	59.33	62.33	65.43	68.69

Annual stipends recognizing continuing education:

Associate of Arts degree - \$250 or, Bachelor's degree - \$500 or, Master degree - \$1,000

Longevity after completion of: 8 years \$525, 12 years \$975, 16 years \$1,425, 20+ years \$1,875

H/W Annual \$ 8,988.00

Monthly \$ 749.00

Board approved: 9/15/2022

Dry Creek Joint Elementary School District
Classified Employees
Hourly Wage Schedule
2022-23, Minimum Wage effective 1/1/2023

Range	Steps				
	A	B	C	D	E
1	15.50	15.72	16.54	17.35	18.20
2	15.50	16.11	16.94	17.81	18.68
3	15.73	16.54	17.36	18.21	19.16
4	16.13	16.96	17.81	18.68	19.59
5	16.55	17.36	18.22	19.16	20.09
6	16.96	17.82	18.69	19.62	20.60
7	17.37	18.23	19.17	20.10	21.14
8	17.83	18.70	19.64	20.62	21.66
9	18.23	19.18	20.11	21.14	22.20
10	18.71	19.65	20.63	21.68	22.76
11	19.20	20.13	21.15	22.21	23.32
12	19.67	20.64	21.69	22.77	23.90
13	20.16	21.17	22.22	23.34	24.49
14	20.65	21.70	22.78	23.91	25.11
15	21.18	22.22	23.36	24.50	25.74
16	21.72	22.79	23.93	25.14	26.39
17	22.23	23.37	24.52	25.75	27.02
18	22.80	23.95	25.15	26.41	27.76
19	23.38	24.53	25.76	27.06	28.41
20	23.96	25.16	26.42	27.77	29.14
21	24.54	25.78	27.08	28.44	29.86
22	25.17	26.44	27.78	29.15	30.59
23	25.79	27.09	28.46	29.88	31.35
24	26.45	27.79	29.17	30.60	32.15
25	27.10	28.47	29.90	31.38	32.95
26	27.80	29.18	30.62	32.16	33.78
27	28.48	29.91	31.39	32.98	34.63
28	29.19	30.64	32.17	33.80	35.48
29	29.93	31.41	32.99	34.65	36.38
30	30.66	32.21	33.81	35.51	37.30
31	31.42	33.02	34.67	36.40	38.20
32	32.22	33.83	35.52	37.32	39.17
33	33.03	34.69	36.43	38.23	40.13
34	33.85	35.54	37.33	39.20	41.17
35	34.70	36.47	38.26	40.16	42.19
36	35.55	37.35	39.21	41.18	43.23
37	36.48	38.27	40.18	42.21	44.32
38	37.37	39.23	41.20	43.27	45.40
39	38.31	40.20	42.23	44.33	46.57
40	39.26	41.23	43.30	45.45	47.74
41	40.24	42.27	44.38	46.61	48.92
42	41.25	43.33	45.49	47.78	50.15
43	42.29	44.40	46.63	48.97	51.40
44	43.36	45.51	47.81	50.18	52.69
45	44.42	46.65	49.00	51.42	54.02
46	45.56	47.83	50.22	52.71	55.36
47	46.67	49.03	51.48	54.05	56.73
48	47.85	50.24	52.76	55.39	58.15
49	49.05	51.50	54.08	56.78	59.62
50	50.29	52.78	55.41	58.20	61.10
51	51.53	54.10	56.82	59.65	62.64
52	52.81	55.44	58.25	61.13	64.21
53	54.13	56.84	59.68	62.68	65.80
54	55.48	58.27	61.17	64.24	67.44
55	56.88	59.71	62.71	65.83	69.12
56	58.31	61.22	64.27	67.47	70.86
57	59.74	62.74	65.89	69.18	72.62
58	61.26	64.30	67.52	70.89	74.45
59	62.78	65.92	69.21	72.68	76.32
60	64.34	67.58	70.95	74.51	78.23
OT	56.52	59.33	62.33	65.43	68.69

Annual stipends recognizing continuing education:

Associate of Arts degree - \$250 or, Bachelor's degree - \$500 or, Master degree - \$1,000
 Longevity after completion of: 8 years \$525, 12 years \$975, 16 years \$1,425, 20+ years \$1,875

H/W Annual \$ 8,988.00
 Monthly \$ 749.00
 Board approved: 9/15/2022

Classified Employees
Hourly Wage Schedule
2023-24, Minimum Wage 7/1/2023 to 12/31/2023

Range	Steps				
	A	B	C	D	E
1	15.83	16.61	17.47	18.33	19.22
2	16.24	17.02	17.89	18.81	19.73
3	16.62	17.47	18.34	19.24	20.24
4	17.04	17.91	18.81	19.73	20.69
5	17.48	18.34	19.25	20.24	21.22
6	17.91	18.82	19.74	20.72	21.76
7	18.35	19.26	20.25	21.23	22.33
8	18.83	19.75	20.75	21.78	22.88
9	19.26	20.26	21.24	22.33	23.45
10	19.76	20.76	21.79	22.90	24.04
11	20.28	21.26	22.34	23.46	24.63
12	20.78	21.80	22.91	24.05	25.25
13	21.30	22.36	23.47	24.65	25.87
14	21.81	22.92	24.06	25.26	26.52
15	22.37	23.47	24.68	25.88	27.19
16	22.94	24.07	25.28	26.56	27.88
17	23.48	24.69	25.90	27.20	28.54
18	24.08	25.30	26.57	27.90	29.32
19	24.70	25.91	27.21	28.58	30.01
20	25.31	26.58	27.91	29.33	30.78
21	25.92	27.23	28.60	30.04	31.54
22	26.59	27.93	29.34	30.79	32.31
23	27.24	28.62	30.06	31.56	33.12
24	27.94	29.35	30.81	32.32	33.96
25	28.63	30.07	31.58	33.15	34.81
26	29.37	30.82	32.34	33.97	35.68
27	30.08	31.59	33.16	34.84	36.58
28	30.83	32.37	33.98	35.70	37.48
29	31.62	33.18	34.85	36.60	38.43
30	32.39	34.02	35.71	37.51	39.40
31	33.19	34.88	36.62	38.45	40.35
32	34.03	35.73	37.52	39.42	41.38
33	34.89	36.64	38.48	40.38	42.39
34	35.76	37.54	39.43	41.41	43.49
35	36.65	38.52	40.41	42.42	44.57
36	37.55	39.45	41.42	43.50	45.66
37	38.53	40.42	42.44	44.59	46.82
38	39.47	41.44	43.52	45.71	47.96
39	40.47	42.46	44.61	46.83	49.19
40	41.47	43.55	45.74	48.01	50.43
41	42.51	44.65	46.88	49.23	51.67
42	43.57	45.77	48.05	50.47	52.97
43	44.67	46.90	49.26	51.73	54.29
44	45.80	48.07	50.50	53.01	55.66
45	46.92	49.28	51.76	54.31	57.06
46	48.13	50.52	53.05	55.68	58.48
47	49.30	51.79	54.38	57.09	59.92
48	50.54	53.07	55.73	58.51	61.42
49	51.81	54.40	57.12	59.98	62.98
50	53.12	55.75	58.53	61.48	64.54
51	54.43	57.15	60.02	63.01	66.17
52	55.78	58.56	61.53	64.57	67.83
53	57.18	60.04	63.04	66.21	69.50
54	58.60	61.55	64.61	67.86	71.24
55	60.08	63.07	66.24	69.54	73.01
56	61.59	64.67	67.89	71.27	74.85
57	63.10	66.27	69.60	73.07	76.71
58	64.71	67.92	71.32	74.88	78.64
59	66.31	69.63	73.11	76.77	80.62
60	67.96	71.38	74.94	78.70	82.63
OT	59.70	62.67	65.84	69.11	72.56

Annual stipends recognizing continuing education:
 Associate of Arts degree - \$250 or, Bachelor's degree - \$500 or, Master ~~\$600~~ - \$1,000
 Longevity after completion of: 8 years \$525, 12 years \$975, 16 years \$1,425, 20+ years \$1,875

H/W	Annual	\$	9,588.00
	Monthly	\$	799.00

Board approved: 9/15/2022

Dry Creek Joint Elementary School District
 Classified Employees
 Hourly Wage Schedule
 23-24, Minimum Wage effective 1/1/2024

Range	Steps				
	A	B	C	D	E
1	16.00	16.61	17.47	18.33	19.22
2	16.24	17.02	17.89	18.81	19.73
3	16.62	17.47	18.34	19.24	20.24
4	17.04	17.91	18.81	19.73	20.69
5	17.48	18.34	19.25	20.24	21.22
6	17.91	18.82	19.74	20.72	21.76
7	18.35	19.26	20.25	21.23	22.33
8	18.83	19.75	20.75	21.78	22.88
9	19.26	20.26	21.24	22.33	23.45
10	19.76	20.76	21.79	22.90	24.04
11	20.28	21.26	22.34	23.46	24.63
12	20.78	21.80	22.91	24.05	25.25
13	21.30	22.36	23.47	24.65	25.87
14	21.81	22.92	24.06	25.26	26.52
15	22.37	23.47	24.68	25.88	27.19
16	22.94	24.07	25.28	26.56	27.88
17	23.48	24.69	25.90	27.20	28.54
18	24.08	25.30	26.57	27.90	29.32
19	24.70	25.91	27.21	28.58	30.01
20	25.31	26.58	27.91	29.33	30.78
21	25.92	27.23	28.60	30.04	31.54
22	26.59	27.93	29.34	30.79	32.31
23	27.24	28.62	30.06	31.56	33.12
24	27.94	29.35	30.81	32.32	33.96
25	28.63	30.07	31.58	33.15	34.81
26	29.37	30.82	32.34	33.97	35.68
27	30.08	31.59	33.16	34.84	36.58
28	30.83	32.37	33.98	35.70	37.48
29	31.62	33.18	34.85	36.60	38.43
30	32.39	34.02	35.71	37.51	39.40
31	33.19	34.88	36.62	38.45	40.35
32	34.03	35.73	37.52	39.42	41.38
33	34.89	36.64	38.48	40.38	42.39
34	35.76	37.54	39.43	41.41	43.49
35	36.65	38.52	40.41	42.42	44.57
36	37.55	39.45	41.42	43.50	45.66
37	38.53	40.42	42.44	44.59	46.82
38	39.47	41.44	43.52	45.71	47.96
39	40.47	42.46	44.61	46.83	49.19
40	41.47	43.55	45.74	48.01	50.43
41	42.51	44.65	46.88	49.23	51.67
42	43.57	45.77	48.05	50.47	52.97
43	44.67	46.90	49.26	51.73	54.29
44	45.80	48.07	50.50	53.01	55.66
45	46.92	49.28	51.76	54.31	57.06
46	48.13	50.52	53.05	55.68	58.48
47	49.30	51.79	54.38	57.09	59.92
48	50.54	53.07	55.73	58.51	61.42
49	51.81	54.40	57.12	59.98	62.98
50	53.12	55.75	58.53	61.48	64.54
51	54.43	57.15	60.02	63.01	66.17
52	55.78	58.56	61.53	64.57	67.83
53	57.18	60.04	63.04	66.21	69.50
54	58.60	61.55	64.61	67.86	71.24
55	60.08	63.07	66.24	69.54	73.01
56	61.59	64.67	67.89	71.27	74.85
57	63.10	66.27	69.60	73.07	76.71
58	64.71	67.92	71.32	74.88	78.64
59	66.31	69.63	73.11	76.77	80.62
60	67.96	71.38	74.94	78.70	82.63
OT	59.70	62.67	65.84	69.11	72.56

Annual stipends recognizing continuing education:
 Associate of Arts degree - \$250 or, Bachelor's degree - \$500 or, Master degree - \$1,000
 Longevity after completion of: 8 years \$525, 12 years \$975, 16 years \$1,425, 20+ years \$1,875
 H/W Annual \$ 9,588.00
 Monthly \$ 799.00
 Board approved: 9/15/2022

APPENDIX C

2022 - 2023 Fringe Benefit Options & Rates

**FTE = Full time equivalent

District Monthly Allowances:	1.0 FTE	.75 FTE	.5 FTE
Employee Groups:			
ATU (Transportation)	\$748	\$561	\$374
Confidential	\$764		
CSEA (Classified)	\$749	\$561.75	\$374.50
DCTA (Certificated)	\$823.67		\$411.84
Management/Board Members	\$809		

**To determine your monthly out of pocket amount:
combine all plan costs (-) your monthly allowance (=) total monthly cost**

Health plans

Kaiser (optical not included in high deductible plan)

Kaiser HMO w/Chiro & Optical	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
600559E \$25 Co-Pmt, Rx: \$10 Generic/\$25 Brand	\$891	\$1,782	\$1,354	\$2,094
Kaiser High Deductible Plan w/HSA				
602214 (\$2,000/\$2,800/\$4,000)	\$618	\$1,233	\$938	\$1,448

Sutter Health Plus (optical not included)

Sutter Health Plus HMO	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO	\$892	\$1,784	\$1,356	\$2,097
High Deductible HMO w/HSA				
(\$1,500/\$2,800/\$3,000)	\$640	\$1,275	\$969	\$1,497
High Deductible HMO w/HSA				
(\$2,500/\$2,800/\$5,000)	\$567	\$1,130	\$859	\$1,326

Western Health Advantage (optical not included)

Western Health Advantage	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO Advantage	\$761	\$1,521	\$1,156	\$1,787
High Deductible HMO w/HSA				
(\$1,800/\$2,800/\$3,600)	\$576	\$1,149	\$871	\$1,342
High Deductible HMO w/HSA				
(\$2,800/\$2,800/\$5,600)	\$489	\$975	\$739	\$1,137

Delta Dental - (cannot select independently from health plan)

ATU, CSEA, DCTA, Management/Board employee groups	Emp + Family
Delta Dental DEL 1B (for all eligible dependents) \$2,000 max/per person per calendar year w/50% ortho	\$125.75

Delta Dental - (cannot select independently from health plan)

Confidential employee group	Emp + Family
Delta Dental DEL 2B (for all eligible dependents) \$2,000 max/per person per calendar year	\$112.50

Vision Service Plan - (cannot select independently from health plan)

ATU, Confidential, DCTA, Management/Board employee groups	Emp + Family
VSP (for all eligible dependents)*	\$22.70
CSEA employee group	Emp + Family
VSP (for all eligible dependents)*	\$27.40
*At your own expense if selecting Kaiser HMO	

2023 - 2024 Fringe Benefit Options & Rates

**FTE = Full time equivalent

District Monthly Allowances:	1.0 FTE	.75 FTE	.5 FTE
Employee Groups:			
ATU (Transportation)	\$798	\$598.50	\$399
Confidential	\$814		
CSEA (Classified)	\$799	\$599.25	\$399.50
DCTA (Certificated)	\$823.67		\$411.84
Management/Board Members	\$809		

To determine your monthly out of pocket amount:
combine all plan costs (-) your monthly district allowance (=) total monthly cost

Health plans

Kaiser (optical not included in high deductible plan)

Kaiser HMO w/Chiro & Optical	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
600559E \$25 Co-Pmt, Rx: \$10 Generic/\$25 Brand	\$943	\$1,886	\$1,434	\$2,216
Kaiser High Deductible Plan w/HSA				
602214 (\$2,000/\$3,000/\$4,000)	\$668	\$1,332	\$1,013	\$1,565
Kaiser High Deductible Plan w/HSA				
607771 (\$3,000/\$3,000/\$6,000)	\$575	\$1,146	\$872	\$1,346

Sutter Health Plus (optical not included)

Sutter Health Plus HMO	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO	\$904	\$1,806	\$1,373	\$2,123
High Deductible HMO w/HSA				
(\$1,500/\$3,000/\$3,000)	\$676	\$1,348	\$1,024	\$1,583
High Deductible HMO w/HSA				
(\$2,500/\$3,000/\$5,000)	\$599	\$1,194	\$907	\$1,402

Western Health Advantage (optical not included)

Western Health Advantage	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO Advantage	\$780	\$1,559	\$1,185	\$1,832
High Deductible HMO w/HSA				
(\$1,800/\$3,000/\$3,600)	\$579	\$1,156	\$879	\$1,357
High Deductible HMO w/HSA				
(\$2,800/\$3,000/\$5,600)	\$503	\$1,003	\$763	\$1,178

Delta Dental - (cannot select independently from health plan)

ATU, CSEA, DCTA, Management/Board employee groups	Emp + Family
Delta Dental DEL 1B (for all eligible dependents) \$2,000 max/per person per calendar year w/50% ortho	\$125.75

Delta Dental - (cannot select independently from health plan)

Confidential employee group	Emp + Family
Delta Dental DEL 2B (for all eligible dependents) \$2,000 max/per person per calendar year	\$112.50

Vision Service Plan - (cannot select independently from health plan)

ATU, Confidential, DCTA, Management/Board employee groups	Emp + Family
VSP (for all eligible dependents)*	\$22.70
CSEA employee group	Emp + Family
VSP (for all eligible dependents)*	\$27.40

*At your own expense if selecting Kaiser HMO

APPENDIX D

DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
CSEA CHAPTER 874
GRIEVANCE FORM

Employee/Grievant _____ Date _____
School/Department _____ CSEA Grievance # _____
Job Title _____

STEP ____ STATEMENT OF GRIEVANCE AND REMEDY OF CORRECTION REQUIRED.

EMPLOYEE'S SIGNATURE

STEWARD/CSEA REP. SIGNATURE

TIME RECEIVED

DATE RECEIVED

Management Signature