

**Agreement Between the
Newark Unified School District
and the
California School Employees Association
Local 208**

July 1, 2022 – June 30, 2025

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is made and entered into this 27th day of September 2022 by and between the Newark Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Newark Unified Local No. 208 or its successors, hereinafter referred to as CSEA.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

ARTICLE 2: RECOGNITION

2.1 The District recognizes CSEA as the Exclusive Representative for purposes of meeting and negotiating for a unit of Newark Unified School District classified employees which shall include the following general classifications:

Food Services

Clerical

Operations & Maintenance to include custodial/maintenance/grounds/warehouse

Instructional Support (paraprofessional) to include child care

Transportation to include school bus driver and food service delivery driver

Campus Monitors Secondary

Native Language Tutors who work more than (75%) of established work year will become bilingual aides (specific language to be noted)

2.2 The unit shall exclude the following positions:

All Management Employees

All Confidential Employees

All Certificated Employees

All Supervisory Employees

All Classified Short-Term Employees defined as someone employed to perform a service for the school district, upon the completion of which, the service required

or similar services will not be extended or needed on a continuing basis.

(California Education Code 45103)

All Classified Substitute Employees defined as someone employed to replace a classified employee who is temporarily absent from duty. (California Education Code 45103)

Under Section 45103 of the Education Code, substitute and short-term employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service. "Seventy-five percent of a school year" means 195 working days, including holidays, sick leave, vacation, and other leaves of absence, irrespective of number of hours worked per day.

- 2.3 Newly created positions upon which CSEA and the District cannot agree regarding inclusion or exclusion from the unit may be submitted to the Public Employment Relations Board for clarification pursuant to its established procedures.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization: direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes (this shall not be construed as a CSEA waiver to any rights under the law); and, take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 3.3 The District retains the right to amend, modify or rescind policies and practices referred to in this Agreement in emergency circumstances arising from unforeseen events or an

act of God. Such changes, if any, will remain in effect only for the duration of the emergency.

- 3.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.
- 3.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in the Agreement unless such dispute is otherwise grievable under another Article of the Agreement. This Section shall not apply to Section 3.3 of this Article thereby allowing the CSEA to file a group grievance in the event the District takes action pursuant to Sections 3.3.

ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1 In addition to the rights and privileges contained in any other section of this Agreement, CSEA shall be permitted to:
- 4.1.1 Access to areas in which unit members work at reasonable times.
 - 4.1.2 Use, without charge, designated institutional bulletin boards, mailboxes, email, the Internet, and the intra-school mail system for the posting or transmitting of information or notices, pursuant to the provisions of Board Policy 4040 (See Addendum H). Posted or transmitted material shall neither be personal nor defamatory in nature.
 - 4.1.3 Use, without charge, of institutional facilities and buildings subject to the Civic Center Act requirements.
 - 4.1.4 Receive from the District a roster of all bargaining unit members within thirty (30) days of the effective date of this Agreement and each October. The roster shall indicate the unit member's present classification.
 - 4.1.5 Receive from the District an electronic link to generally distributed public Board of Education materials when posted publicly.
 - 4.1.6 Utilize up to twenty (20) days of release time with pay and an additional twenty (20) days of release time without pay for lawful CSEA business. CSEA shall notify the District in advance and in writing of the unit members authorized to use release time. Said unit members shall follow District leave request procedures when utilizing their release time.

- 4.2 CSEA shall notify the District in writing of the name of each steward within thirty (30) days of the execution of this Agreement and annually by October 1. The notice shall include the site(s) in which each steward will be functioning. CSEA further agrees to notify the District within fifteen (15) days of any change in designated stewards.
- 4.3 Two (2) designated job representatives shall be eligible for District paid release time subject to the following:
- 4.3.1 The two (2) eligible representatives shall be identified to the District in writing within ten (10) days of the ratification of this Agreement and annually by July 1st. Subsequent changes shall be identified in writing within fifteen (15) days of the date that the change is made.
- 4.3.2 Only those unit members identified pursuant to 4.3.1 above shall be eligible for paid release time under this section.
- 4.3.3 Release time will only be used for circumstances which are serious in nature and which cannot be dealt with during other than business hours.
- 4.3.4 Prior to leaving their work assignment, the representative will inform their supervisor of the need to be absent, the circumstances involved and the expected duration of absence. The representative will inform their supervisor immediately upon their return to work either in person, e-mail, or district phone.
- 4.3.5 The supervisor may reasonably delay the departure of the representative until such time as the departure does not unduly conflict with the work needs of the District.

4.3.6 Designated representatives will keep a written log of the use of this release time; including the dates, times, and circumstances necessitating the absence from work. This log will be reviewed and/or shared with the supervisor within twenty-four (24) hours of such request.

4.4 The District shall provide release time for a CSEA representative to meet with new bargaining unit members and returning bargaining unit members during the annual District Welcome Back/Kickoff Event to inform them about CSEA, including but not limited to CSEA structure, activities, and membership, and the collective bargaining agreement as follows:

4.4.1 The CSEA representative shall be a member of the CSEA Executive Board or designee.

4.4.2 CSEA shall have at least 30-minutes for the breakout session during the event.

4.4.3 CSEA will have representation at the planning meeting for the event.

4.4.4 Bargaining Unit members who are not normally required to work on this day and who attend the event shall be compensated for a minimum of two (2) hours for their attendance.

4.5 New bargaining unit members shall receive a copy of the collective bargaining agreement in either English or in Spanish according to the new employee's language preference. In the event of any differences between the English and translated version in Spanish, the English version shall prevail. An electronic copy of the collective bargaining agreement in English and in Spanish shall be posted and accessible on the District's website. The District shall provide the Chapter President with fifteen (15)

copies of the collective bargaining agreement in English and fifteen (15) copies in Spanish within ninety (90) days of the contract ratification.

- 4.6 For the purposes of implementing Assembly Bill 119, refer to Side Letter Agreement between the District and CSEA regarding notice of new hires, employee information, new employee orientation, grievance and arbitration procedure, and duration of agreement. The District shall provide the Chapter President and the CSEA Labor Relations Representative notice of any newly hired bargaining unit member, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, worksite, work phone number, email address, date of hire, and classification.

ARTICLE 5: EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

- 5.1 There shall be a committee established consisting of two (2) members appointed by CSEA and two (2) members on at least a appointed by the District.
- 5.2 The committee will meet on at least a quarterly basis. Scheduled meetings may be canceled by mutual agreement, and additional meetings may be scheduled by mutual agreement.
- 5.3 The Committee shall establish an agenda and shall maintain appropriate records of scheduled committee meetings.
- 5.4 The sole purpose of the committee is to maintain a channel of communication between the District and CSEA and thus provide a forum for discussion between the parties on areas pertinent to employer-employee relations.
- 5.5 The District and CSEA agree that it is not the intent of this Article to change the provisions of the Agreement nor to supersede the purpose and intent of Article 26: Completion of Meet and Negotiations.

ARTICLE 6: ORGANIZATIONAL SECURITY AND DUES DEDUCTION

6.1 Dues Deduction

6.1.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues deducted for its unit members by the District in accordance with the CSEA dues schedule. The District shall deduct and make appropriate remittance of such deductions as provided for herein to the designated payee of CSEA.

6.1.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

6.1.3 There shall be no charge by the District to CSEA for regular membership dues deductions.

6.2 Maintenance of Membership

6.2.1 The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join).

6.2.2 The District shall refer all bargaining unit member questions about Maintenance of Membership or dues over to the CSEA Labor Relations Representative and/or CSEA Chapter President. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

6.2.3 The District shall not interfere with the terms of any agreement between CSEA and the bargaining unit member regarding membership in CSEA, including but

not limited to automatic renewal yearly unless the bargaining unit member drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

6.2.4 The District shall refer all bargaining unit member requests to revoke membership to the CSEA Labor Relations Representative and/or CSEA Chapter President and shall obtain CSEA's approval before processing any revocation requests.

6.2.5 Pursuant to employee authorization, the District shall deduct such dues/service fees/contributions in accordance with the current CSEA dues schedule. The District agrees to remit such monies on a monthly basis, without charge, to the proper designee monthly, accompanied by an alphabetical list of employees from whom such deductions have been made.

6.2.6 Unit members who resign their position with the District and are reemployed subsequent to such resignation shall be deemed to be newly employed for the purpose of this section.

6.3 Membership Information

6.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information as required and permitted by law.

6.4 Hold Harmless

6.4.1 CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the bargaining unit member for deductions made in reliance on information provided by the employee

organization to the District to cancel or change membership dues authorization.

The District shall be required to promptly notify CSEA of any claims made by bargaining unit members relating to dues authorizations.

- 6.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 7: EVALUATION

7.1 Bargaining unit members will be evaluated informally on an ongoing basis and formally in writing one (1) time each fiscal year.

7.1.1 After the fifth (5th) year of employment in the same assignment and worksite, evaluation of a bargaining unit member shall take place every other year or earlier at the discretion of the immediate supervisor. After the fifth (5th) year of employment in the same assignment, a bargaining unit member may request one formal evaluation per year.

7.1.2 For the purpose of transfers and promotions within the District, if no evaluation is received prior to the final work day of the work year, the evaluation shall be deemed satisfactory.

7.1.3 Prior to receiving an unsatisfactory written evaluation, the immediate supervisor shall informally discuss their concerns with the permanent bargaining unit member in order to provide them an opportunity to make improvements before the evaluation is written and presented.

7.2 Goal Setting and Evaluation Procedures:

7.2.1 Goal Setting: By October 15 and prior to receiving the formal evaluation, the evaluator and the bargaining unit member shall meet to set performance goals in writing for the work year. (See Addendum E, Classified Employee Goal Setting Form.)

7.2.2 Formal Evaluation: The formal evaluation will be discussed in a meeting between the evaluator and bargaining unit member prior to the bargaining unit

member's final work day of the work year. Recommendations for improvement will be made where appropriate. (See Performance Report at Addendum E.)

- 7.3 Within ten (10) working days of such meeting, the bargaining unit member may prepare and submit to the District Human Resources Office their comments relative to their evaluation. The bargaining unit member's comments will be attached to the evaluation in the bargaining unit member's personnel file and a copy of such comments will be sent to the evaluator.
- 7.4 Supervisors will ensure that probationary bargaining unit members receive training during their probationary period. A probationary bargaining unit member shall be formally evaluated prior to the end of the second (2nd) and fifth (5th) month of employment. The length of the probationary period is six (6) months. It is the right of the district to release a probationary bargaining unit member without cause and such release is not subject to the grievance process.
 - 7.4.1 For bargaining unit members who do not render service to the District during the summer months, the summer recess shall not be included as part of the probationary period.
- 7.5 A satisfactory evaluation at the end of the fifth (5th) month of employment is necessary for a probationary bargaining unit member to be considered for permanent status in the District.
- 7.6 A permanent bargaining unit member who is transferred or who receives a change in classification shall be formally evaluated prior to the end of the fifth (5th) month in the

new position. Such bargaining unit member who is not satisfactorily evaluated at that time will return to their former position.

7.7 A probationary bargaining unit member is not eligible for a change in classification during their probationary period until the successful completion of the initial six (6) month probationary period and permanency is established. A probationary bargaining unit member shall not be eligible for a bargaining unit member initiated transfer.

7.8 A bargaining unit member shall be permitted to review, upon reasonable notice, their personnel file. Except as otherwise provided herein, such review shall not normally be permitted during the bargaining unit member's duty hours.

7.8.1 Reviewable material shall not include ratings, reports or records which (1) were obtained prior to the employment of the bargaining unit member involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional opportunity.

7.8.2 Information of a derogatory nature, except material mentioned in 7.8.1 above, shall not be entered or filed in the bargaining unit member's personnel file until such unit member is given written notice of such material. Following such notice, the bargaining unit member shall have ten (10) calendar days to review and have attached thereon the bargaining unit member's comment relative to such derogatory material.

7.8.2.1 Such review may take place during the bargaining unit member's regular duty hours without loss of compensation.

7.9 The evaluator's subjective decisions relative to the evaluation process shall not be subject to the Grievance Article of this Agreement.

7.9.1 Bargaining unit member's official personnel files will be maintained at the District Office complex. No personnel files may be kept concerning an employee other than the employee's official personnel file.

ARTICLE 8: DUTY HOURS

8.1 Standard Work Day

The standard work day for each unit member shall be established and fixed by the District.

8.2 Standard Work Week

The standard work week for full-time unit members shall be forty (40) hours or thirty-seven and one-half (37 ½) hours as appropriate. The work week will normally be rendered in units of eight (8) hours per day or seven and one-half (7 ½) hours per day as appropriate; such day shall be exclusive of a lunch period but inclusive of any rest periods prescribed by the District.

8.2.1 The work week shall normally consist of five (5) consecutive days for unit members rendering service averaging four (4) or more hours per day.

8.3 Alternative Work Week

With the approval of the immediate supervisor and the unit member, a unit member may be permitted to work alternative work schedules which will benefit the District and the unit member. Such alternative work schedules may include the normal work week condensed into four days: i.e., four ten (10) – hour work days or other alternatives mutually agreeable to the supervisor and unit member. The prerogative to grant alternative schedules is at the discretion of the immediate supervisor or designee and is not subject to grievance procedures.

8.4 Rest Periods

Unit members working between four (4) and eight (8) hours per day shall normally receive a fifteen (15) minute rest period for each three and three-quarter (3 ¾) hours of service. This rest period may not be combined to lengthen or shorten the work day. The rest period herein described may be scheduled by the immediate supervisor.

Example:

| <u>Hours Worked Per Day</u> | <u>15 Minute Rest Periods</u> |
|-----------------------------|-------------------------------|
| Fewer than 4 | None |
| 4 to 7 | One |
| 7 ½ to 8 | Two |

8.4.1 Unit members shall take rest periods at the site where they are assigned.

8.4.2 Unit members who travel to different sites shall take rest periods at the site where they are working at the time of the rest period.

8.4.3 The District shall make available at each work site adequate facilities for members to take their lunch and rest periods and provide restroom facilities and, upon request, lactation facilities consistent with law.

8.5 A Non-Compensated Lunch Period

A non-compensated, duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour shall normally be provided unit members who render service of at least five (5) consecutive hours. The lunch period may be assigned by the immediate supervisor and may not be forgone to shorten a unit member's work day. Every effort

will be made to schedule lunch periods near the middle of the unit member's work day. Should a supervisor direct a unit member to work during a meal period due to district need, the member shall receive compensation for the missed meal period at their regular hourly rate or the applicable overtime rate. The unit member will put the time on their timecard to be processed.

8.6 Overtime and Extended Hour Service

Overtime for full-time unit members is described as work in excess of the standard work day or the standard work week. Overtime shall be performed at the direction of the District and shall be compensated for in accordance with Article 9, Section 9.6 of this Agreement, and as required by state and federal law.

8.6.1 Overtime worked must have prior approval of the immediate supervisor.

8.6.2 Overtime for part-time unit members is defined as hours worked in excess of the standard work day or week as defined in section 8.2

8.6.3 The District may require extended hour service or overtime of unit members in time of emergency.

8.6.4 Scheduled overtime will be distributed as equally as possible among unit members in the department or area capable of performing the duties. The use of classification seniority list may assist in providing equal rotation of overtime opportunities.

8.7 The District shall not be arbitrary, capricious or discriminatory in the establishment of duty hours. If the District needs to make permanent changes to the beginning and ending times of a position, it shall provide the CSEA Chapter President and the unit

member at least two weeks written notice of the change. The CSEA Chapter President and the unit member may request a meeting with the supervisor and Human Resources to discuss the impact and effective date of the change. The beginning and end times of a position shall not be changed more than two (2) times in a fiscal year, except for emergency and unforeseen circumstances which will be discussed with the unit member and CSEA upon request during the two-week notification period. This process does not constitute a waiver of CSEA's right to negotiate a change that would have an effect to an entire classification.

8.8 Increase in Assigned Time

A unit member who is assigned to work a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive work days or more, or 40 non-consecutive work days over a 60 work day period, shall have their basic assignment changed to reflect the long hours (see Education Code Section 45137). This provision shall not apply to part-time unit members who are temporarily assigned to cover for another unit member on a leave of absence, or to part-time unit members serving in a short-term position while the District is in the process of filling a vacancy (see Education Code Section 45103).

8.9 Instructional Paraeducator Stipend

8.9.1 It is the intent of the District to schedule a substitute teacher when the regular teacher is absent during the school day (i.e. illness, IEP, workshop, etc.). In cases where no substitute teacher is provided, the Instructional Paraeducator(s) including but not limited to the following classification Aide I, School Resources Program Aide, Special Ed Aide I, Special Ed Aide II, Senior Bilingual Classroom

Aide, Bilingual Classroom Aide, Classroom Aide, Instructional Paraeducator I, Instructional Paraeducator II, may receive a stipend as follows:

In an emergency situation, Instructional Paraeducators may assume the supervision of a class, provided a certificated staff member has been specifically designated to assume responsibility for the class. Such temporary supervision by Instructional Paraeducators normally does not exceed one (1) hour. When such instances occur, the Instructional Paraeducator shall receive a stipend of \$20.00 per hour for any time period over 15 minutes, up to and including 60 minutes. Subsequent time shall be rounded to the next hour. The Instructional Paraeducator shall notify the office that such an instance has occurred when the teacher's absence exceeds fifteen (15) minutes.

- 8.9.2 In no case, except in a community-based education activity or other special activity, will the Instructional Paraeducator(s) be the sole supervisor(s) of a class of special education students for more than three consecutive school days within a 15 calendar day period.
- 8.9.3 In classrooms with more than one Instructional Paraeducator, stipends shall be given on a rotational basis by seniority in their classification.

ARTICLE 9: PAY AND ALLOWANCES

9.1 Total Compensation

9.1.1 Salary: this agreement is for years 2022-2023 and 2023-2024. Should another group receive a greater salary increase, the Parties shall reopen compensation as soon as possible.

- Effective July 1, 2022, the CSEA bargaining unit salary schedule shall be increased ongoing by six point five percent (6.5%). All retroactive amounts shall be paid by the second pay cycle following Board ratification.
- Effective July 1, 2023, the CSEA bargaining unit salary schedule shall be increased ongoing by three point five percent (3.5%).
- Bargaining unit members shall receive a one-time off schedule payment:
 - 2022-2023 – 3.0% paid August 31, 2023. To be eligible a bargaining unit member must be in paid status as of June 1, 2023;
 - 2023-2024 – 3.0% paid August 30, 2024. To be eligible a bargaining unit member must be in paid status as of June 3, 2024.
 - Off-schedule payments are calculated per base salary.
 - New bargaining unit members not employed their full work year shall receive a prorated payment.

9.1.2 Due to the California Minimum Wage laws, the classified salary schedule shall be adjusted as follows effective July 1, 2022:

- Food Services Assistant will move from Range 30 to Range 34; Senior Food Service Assistant will move from Range 34 to Range 37; Cook will move from Range 37 to Range 38.

- Child Care Attendant will move from Range 33 to Range 34.
- All incumbents shall move to their improved range to the step and column that is closest but not less than their current hourly rate.
- Range 34 Step A will begin at \$15.50 per hour.

9.2 Increments

During the period of the Agreement a bargaining unit member's anniversary date shall be used for increment advancement on the appropriate salary schedule pursuant to the following:

- 9.2.1 A bargaining unit member who satisfactorily completes the six (6) month probationary period and becomes a permanent employee of the District will be advanced one (1) increment.
- 9.2.2 The date the bargaining unit member becomes permanent will be the bargaining unit member's anniversary date.
- 9.2.3 If a bargaining unit member voluntarily leaves the District for a period longer than one (1) year and is subsequently rehired, their anniversary date shall become the date of rehire. If a bargaining unit member receives an approved unpaid leave of absence or voluntarily leaves the District and is rehired within a period of one (1) year, the time in unpaid status shall not be credited for increment (9.2) or longevity (9.4) purposes under this Article. The bargaining unit member shall suffer no loss of benefits or rights granted pursuant to this Agreement at the time of leave commencement or departure from service.

9.2.4 The anniversary date will not be used for increments in the instance of unit member who have received a promotion.

9.3 Promotions

Bargaining unit members assigned to a higher classification shall, to the extent possible, be placed on the appropriate salary schedule so that the bargaining unit member will receive no less than a five (5) percent salary increase.

9.3.1 Upon completion of six (6) months of satisfactory service in the new classification, the bargaining unit member shall be advanced one (1) increment in the new class.

9.3.2 The date of completion of satisfactory service referred to in Section 9.3.1 above shall be the date upon which additional increments will be granted in the new class.

9.4 Longevity

Bargaining unit members shall be eligible for longevity salary increases as follows:

9.4.1 The longevity date as referenced in this section shall be the hire date of the bargaining unit member.

9.4.2 An increase of 5% after ten (10) complete years as of the bargaining unit member's longevity date.

9.4.3 An increase of 10% on base salary after fifteen (15) complete years as of the bargaining unit member's longevity date.

9.4.4 An increase of 16% on the base salary after twenty (20) complete years as of the bargaining unit member's longevity date.

9.4.5 An increase of 22% on base salary after twenty-five (25) complete years as of the bargaining unit member's longevity date.

9.4.6 An additional increase of 28% on base salary after thirty (30) complete years as of the bargaining unit member's longevity date.

9.4.7 In order to obtain or retain any or all of the aforementioned longevity salary increase(s), an otherwise eligible bargaining unit member must be providing satisfactory service to the District.

9.4.8 If the longevity date falls after the 1st of the month, longevity pay will be prorated for that month.

9.5 Call in/Call Back

A minimum of two (2) hours at the appropriate rate of pay will be granted to a bargaining unit member who is required to work on a day they are not scheduled to work, after a scheduled shift has been completed and the unit member has left the job site, or when they are required to work overtime with less than a thirty (30) minute notice. This section shall not apply to a task in progress, which takes less than thirty (30) minutes to complete.

9.6 Overtime

Approved overtime worked will be compensated for at one and one-half (1 ½) times the bargaining unit member's regular rate of pay.

9.6.1 A bargaining unit member may elect, with the approval of their immediate administrator, to take compensatory time in lieu of cash payment for overtime.

Such compensatory time is earned at the same rate at which overtime is paid (i.e., 1 hour of overtime worked = 1 ½ hours of compensatory time earned).

Compensatory time must be used within three (3) working months from the end of the period in which it was earned, and no more than five (5) days of compensation time may be accrued at any one time.

If compensatory time is not taken within these parameters, it shall be paid for in cash at the end of the 3 month period with the submission of a District timecard.

9.7 Sunday and Holiday Pay

9.7.1 Approved overtime worked on Sundays and Holidays shall be compensated as follows:

| | |
|----------------|---------------|
| Sunday | Double Time |
| Legal Holidays | Double Time |
| Local Holidays | Overtime Rate |

9.8 Shift Differential

A three percent (3%) shift differential will be paid at whatever step of the bargaining unit member's range during the period of September 1 through June 30 to all bargaining unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4) p.m. A five percent (5%) shift differential will be paid at whatever step of the bargaining unit member's range during the period of September 1 through

June 30 to all bargaining unit members who have an assignment with the majority of regularly assigned hours after twelve (12) midnight and prior to seven (7) a.m.

9.9 Out of Class Pay

When a bargaining unit member is required to work in a higher classification for four (4) consecutive days or more, or for five (5) or more non-consecutive days within a period of fifteen (15) calendar days, their salary shall be adjusted upward for the entire period to the step of the new range which will grant them an increase of not less than five percent (5%).

9.10 Computation Sheets

Computation sheets for less than full-time bargaining unit members shall be provided to said bargaining unit members during September.

9.11 Reclassification

9.11.1 Reclassification is designed to acknowledge changes in bargaining unit members' job responsibilities.

9.11.2 Appropriate criteria or reclassification include:

- a. New job duties have been added to the job description over an extended period of time which has resulted in the duties of the position fitting more appropriately with those of a higher classification.

9.11.3 Criteria that are not appropriate for reclassification include:

- a. Increased workload.

- b. Required technological knowledge to perform a job that was previously not necessary.
- c. Seniority or length of service in a position/classification.
- d. Assuming additional job duties on one's own behalf without the supervisor's knowledge, approval, and/or direction.

9.11.4 The following Reclassification Process shall be used:

- a. April 1st, the District and CSEA will prepare and distribute reclassification materials to all unit members.
- b. A bargaining unit member who wishes to pursue reclassification shall complete and submit the appropriate reclassification request forms to the Human Resources Office by the identified deadline date. Acknowledged and signed by the immediate supervisor, site administrator or director of the program or assignment.
- c. All requests for reclassification shall be reviewed by a three-member panel which shall include one appointee from CSEA, one appointee from the District, and one neutral appointee mutually selected by the District and CSEA.

9.11.4.1 The cost of the neutral appointee shall be shared equally by the District and CSEA.

9.11.4.2 The bargaining unit member requesting reclassification will be invited to present their case to the panel and shall bear the full

burden of proof with respect to presenting facts and/or evidence to substantiate their reclassification request.

9.11.4.3 The panel shall consider all written documentation and verbal testimony presented to make a decision regarding the reclassification request, and this decision will be forwarded to the Board of Education as a recommendation.

9.11.4.4 The panel's decision will be communicated in writing to the bargaining unit member within five (5) days and cannot be appealed.

9.11.4.5 Reclassifications approved by the Board of Education will be implemented effective July 1, of each year.

9.12 Stipends

9.12.1 Pool, Hazmat or Playground Certifications: a bargaining unit member who is assigned to perform duties requiring these certifications shall receive an annual stipend of \$600.00. The annual stipend shall be compensated over a 12 month period. Payments for stipends assigned during the school year shall be prorated.

9.12.1.1 All ongoing stipends must be approved by an employee's supervisor and Human Resources. An employee's assignment may change year to year based on the District's need. This means that the additional compensation is not guaranteed to be ongoing additional compensation for the employee but rather paid only while

assigned to the qualifying work. Any reassignment that may lead to a loss of the additional compensation shall be based on the District's needs and the parameters for involuntary transfers set by the Collective Bargaining Agreement and shall not be made for punitive reasons.

9.12.2 Educational Stipends

9.12.2.1 Associates Degree: \$500.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective July 1, 2022. Payment for degrees earned during the school year will be prorated.

9.12.2.2 Bachelor's Degree: \$750.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective July 1, 2022. Payment for degrees earned during the school year will be prorated.

9.12.2.3 Masters \$1,000.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective July 1, 2022. Payment for degrees earned during the school year will be prorated.

9.12.2.4 Doctorate \$2,000.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend

shall be compensated over the bargaining unit member's work year effective July 1, 2022. Payment for degrees earned during the school year will be prorated.

- 9.12.2.5 A bargaining unit member shall receive only one annual stipend for the highest degree earned.

ARTICLE 10: HEALTH AND WELFARE

10.1 Total Compensation

- 10.1.1 The District shall provide CSEA with health, dental, and vision benefits through California's Valued Trust (CVT) for the 2019-2022 school years subject to provisions of Article 9.1. The District's total health, dental, and vision benefits contribution shall not exceed \$2,172,393.
- 10.1.2 CSEA agrees to contribute \$200,795 to the 2007-2008 Health and Welfare Benefits expense. The \$200,795 is the result of CSEA one-time carryover funds of \$35,063 and CSEA prior year on-going COLA funds of \$166,731, totaling \$2,373,187.
- 10.1.3 Beginning with 2008-2009 and thereafter, the District and CSEA agree that the \$165,731 CSEA contribution shall be added to the District's total health, dental, and vision benefits contribution of \$2,172,393, totaling \$2,338,124.
- 10.1.4 CSEA agrees to contribute one-percent (1%) of the 2008-2009 COLA toward the 2008-2009 Health and Welfare Benefits cost should the Health and Welfare Benefits exceed the District and CSEA contributions.
- 10.1.5 CSEA agrees to contribute one-percent (1%) of the 2009-2010 COLA toward the 2009-2010 Health and Welfare Benefits cost should the Health and Welfare Benefits exceed the District and CSEA contributions.
- 10.1.6 Should the actual health benefits cost be less than the projected benefits cost of \$2,338,124, composed of \$2,172,393 and \$165,731 in 10.1.3 above, the balance shall be applied to the CSEA total compensation.

10.1.7 The distribution of any statutory COLA received by CSEA Unit #208 shall be used for health, dental benefits, and vision and/or salary increase as determined by CSEA Unit #208. Each year of this agreement, should the increase in personal health benefits provided through CVT exceed the total compensation increase negotiated for any given years of this agreement, unit members shall pay the premium difference through payroll deduction.

10.1.7.1 A unit member whose workday is at least seven and on-half (7 ½) hours per day is entitled to receive the same benefits accorded to an 8 hour employee. Unit members whose scheduled workday is between 4.0 and 8.0 Hours per day qualify for the provision referenced in Section 10.1.1 on a prorated basis provided that the employee pays the difference in cost and elects coverage.

10.1.7.2 For employees whose scheduled workday is at least 3.0 hours but less than 4.0 hours, the District will pay 50% of Kaiser single rate toward the purchase of benefits provided that the employee pays the difference in cost and elects coverage.

10.1.7.3 A unit member who also serves as a campus monitor on the Elementary Campus will have those hours counted towards Medical, dental, and vision benefits and for vacation, holiday and sick leave accrual.

10.1.8 A unit member who selects a plan of coverage with a premium cost which is greater than the District contribution as specified above shall pay the premium difference through payroll deduction.

10.1.9 Unit members working less than full-time shall maintain the same eligibility status for health insurance coverage as they enjoyed during the 1976-77 fiscal year.

10.1.10 The following benefit shall be granted to all unit members employed by the District prior to January 1, 1977:

10.1.10.1 Upon retirement and until age 70 the District contribution to the health program in which the unit member was enrolled at the time of retirement shall be continued to age 70 with no out of pocket premium expenses. This total benefit is included in the total District Health and Welfare contribution of \$2,172,393. To be eligible for this benefit, the unit member must meet all of the following conditions:

- The unit member must have served fifteen (15) years with the Newark Unified School District prior to the retirement date;
- The unit member must have attained the age of 55 on or before the date of retirement;
- A letter of intent of retirement must be received by the Human Resources Office 90 days prior to retirement.

10.1.10.2 For all unit members hired between January 1, 1977 and August 31, 2004, the District shall provide health insurance premiums upon retirement in an amount not to exceed Kaiser 1 retired single coverage to age 67.

To be eligible for this benefit, the retiree must:

- Retire no later than age 65;
- Have completed fifteen (15) years of satisfactory service with the Newark Unified School District; and,
- A letter of intent of retirement must be received by the Human Resources Department 90 days prior to retirement date.

A retiree's dependents may be enrolled in the District health plan at the retiree's expense.

10.1.10.3 For unit members hired on or after September 1, 2004, the District shall provide health insurance premiums not to exceed the cost of the Retired Kaiser 5 plan available at the time of retirement. This benefit shall terminate at the time the employee attains the age of 65. To be eligible for this benefit, the unit member must meet all of the following conditions:

- The unit member must have completed fifteen (15) years of satisfactory service with the Newark Unified School District by the date of retirement;

- The unit member must have attained the age of 60 on or before the retirement date;
- A letter of intent to retire must be received by the Human Resources Office 90 days prior to the retirement date.

ARTICLE 11: HOLIDAYS

11.1 The District agrees to provide eligible unit members with up to seventeen (17) paid holidays:

Independence Day*

Labor Day*

Admission Day (or in lieu day)#+

Veterans Day*

Thanksgiving Day*

Friday following Thanksgiving Day#

Fixed Holiday#+

Christmas Eve#

Christmas Day*

New Year's Eve#

New Year's Day*

Martin Luther King/Human Rights Day*+

Lincoln's Birthday#

Washington's Birthday*

Spring Day#+

Memorial Day*

Juneteenth*

*Denotes Federal Holiday

#Denotes Local Holiday

+Actual day of celebration is subject to the Student Attendance Calendar.

11.1.1 Listed holidays shall be calendared in accordance with law and the Student Attendance Calendar. Prior to each school year, CSEA and the District shall negotiate the classified work year calendars, including the placement of Admission Day (or in lieu day), Fixed Holiday, and Spring Day, to be placed on non-student days. In years that the Student Attendance Calendar recognizes Indigenous Peoples Day as a non-student day, CSEA will negotiate with the District to place on that day either Admission Day (or in lieu day), Fixed Holiday, Spring Day or a non-work, non-paid day.

11.1.2 CSEA shall be entitled to equal representation on a Calendar Committee for the purpose of researching and providing input concerning the Student Attendance Calendar employee work year calendar. CSEA Committee Members are not authorized to approve any changes to the dates for fixed holidays.

11.2 Holidays on Saturday and Sunday

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

11.3 Holiday Eligibility

Except as otherwise provided in this section, a unit member must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

11.3.1 Christmas Holidays

Unit members who are not normally assigned to duty during the Christmas holidays shall be paid for those days.

11.4 Holidays During the Term of the Contract

Any day declared a holiday by the Governor of the State of California, the President of the United States or the Governing Board of the District shall, for the purpose of this Article, be deemed a holiday for all members of the bargaining unit.

11.4.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays during Winter and Spring recess shall be paid for the specific holidays in those recess periods providing that they were in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period (Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Spring Day.)

ARTICLE 12: LEAVES OF ABSENCE

12.1 General Provisions

- 12.1.1 The District will provide family care leave for all unit members in accordance with the Federal Family Medical Leave Act of 1993 and the California Family Rights Act of 1991 (amended January 2021). Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit contribution, and retirement credit, the same as if they were not on leave. Those who are granted an unpaid leave during any pay period shall receive their fringe benefit contribution for the balance of the pay period. Thereafter, they shall be allowed to continue participation pursuant to the terms of the insurance plan(s) or program(s) selected, in accordance with the stipulations of the Family Medical Leave Act of 1993.
- 12.1.2 Part-time regular unit members shall be entitled to leaves of absences to that portion of the leave as their assignment relates to that of a full-time regular unit member.
- 12.1.3 Unit members shall enter their absence into the absence tracking system at least one (1) hour before the start of their shift on the day of absence or, if unable to do so due to an emergency, as soon as practicable. The District will notify unit members annually regarding absence reporting procedures.
- 12.1.4 A unit member who is absent from work other than for those periods as authorized by the leave provisions of this Agreement is taking an unauthorized absence in violation of this Agreement. Prior to the District deducting a salary amount equal to the ratio of days absent to the days of

required annual service for any such unauthorized absences, a unit member shall receive written notice of the proposed deduction. This written notification shall be forwarded to a unit member at least three (3) days prior to the proposed deduction. If the unit member objects to the deduction, they shall produce evidence verifying attendance at work, or their supervisor's prior approval for leave. If the Human Resources office does not accept the evidence, the unit member may challenge the proposed through Level II of the grievance procedure. Any unit member who is absent from work without authorized leave, or who fails to return to work as scheduled, shall be subject to disciplinary action.

12.2 Sick Leave/Sick Leave Bank

- 12.2.1 Full-time regular unit members shall be credited with twelve (12) days of sick leave per fiscal year.
- 12.2.2 Sick leave will be credited as of July 1, of each fiscal year.
- 12.2.3 Unused sick leave may be accrued from one year to the next.
- 12.2.4 Sick leave utilization shall be for physical and mental disability absence which make continued employment impractical.
- 12.2.5 The District may require certification from a physician of other proof of illness for days of absence due to illness or accident. Certification or proof may be required only when the absence exceeds five (5) consecutive work days or when there has been specific indication that sick leave has been abused. The District may also require the unit member to visit a physician of the District's

selection at the District expense to obtain a statement of verification relative to the unit member's ability to fulfill their responsibilities in a safe, healthful and satisfactory manner.

- 12.2.6 Unit members are entitled to extended sick leave after exhausting all earned sick leave at full pay and they continue to be absent due to illness or injury. During the period of the extended sick leave, a unit member shall receive that amount of pay equal to fifty percent (50%) of the unit member's regular contract salary for a maximum of one hundred (100) days, exclusive of the current year's sick leave credit (12.2.1), but inclusive of up to twenty-five (25) days of accrued sick leave (12.2.3). A unit member must be absent due to illness or injury for ten (10) consecutive workdays in order to be eligible for this benefit.
- 12.2.7 A unit member who completes a full work year without utilizing any days of sick leave as such is available in this article shall, at the end of the work year, be credited with two (2) bonus days to their accrued sick leave/additional day balance (12.2.3).
- 12.2.8 A committee of classified unit members will be responsible for the authorization of sick leave bank usage.
- 12.2.9 A unit member who suffers from a catastrophic event, as defined in 12.2.9.3, may utilize the sick leave bank after all fully paid leaves have been exhausted.

- 12.2.9.1 Utilization will be determined on a case-by-case basis.
- 12.2.9.2 Unit members may voluntarily and confidentially donate up to five (5) days sick leave to the sick leave bank providing they have fifteen (15) days of accrued sick leave on record. Other District employees may also voluntarily donate up to five (5) days to a unit member's sick leave bank.
- 12.2.9.3 A catastrophic event is defined as a long-term illness or disability, affecting the unit member or the unit member's spouse, parent, child and approved by the committee.
- 12.2.9.4 Sick leave will be available from the sick leave bank on a day-for-day basis.
- 12.2.9.5 The sick leave bank will be utilized in the order of donation. Each donation will be exhausted before the next is utilized.
- 12.2.9.6 Any unused donated days will be returned to the donor.
- 12.2.9.7 The Association agrees to hold the District harmless in any dispute arising in the application of this plan.
- 12.2.10 For unit members who do not meet the Federal Government criteria for Family Medical Leave Act (FMLA), any unit member may at their discretion use up to twenty-five (25) days of accrued, unused sick leave to care for an ill spouse, parent or child. The District will require a statement from a licensed physician or recognized practitioner, or a statement signed by the unit member, which verifies the medical necessity of the unit member's use of sick

leave under this section. If a unit member uses this provision they must maintain a minimum of five (5) days of accrued sick leave in their overall allotment for future use. A unit member using sick leave under this section is not eligible to use Sick Leave Bank (section 12.2.9).

12.3 Personal Necessity Leave

12.3.1 Unit members may elect to use not more than ten (10) days per year of unused sick leave for purposes of approved Personal Necessity Leave.

12.3.2 Personal Necessity Leave may be utilized by a unit member who has sufficient sick leave credit from the entitlements of Section 12.2.1 and 12.2.3. Such utilization shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with before or after duty hours including, but not limited to, the following:

12.3.2.1 Death of a member of the immediate family when additional leave is required beyond that provided for bereavement leave.

12.3.2.2 Accident involving a unit member's person or property or the person or property of a member of his or her immediate family.

12.3.2.3 Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or order.

12.3.2.4 For medical and dental appointments for unit member, spouse, parent, or child or to care for an ill child, parent, or spouse.

Examples of reasons for which approval shall **not** be granted are:

12.3.2.5 Political activities or demonstrations

12.3.2.6 Vacation, recreation, or social activities

12.3.2.7 Civic or organization activities

12.3.3 Unit members shall, when possible, submit a request for Personal Necessity Leave approval on a District approved form to the immediate supervisor, normally not less than three (3) working days prior to the beginning date of the leave.

12.3.4 When prior approval is not possible, the unit members shall notify the District Human Resources Office of the reason for and expected duration of the absence. The unit member shall make every effort to comply with District procedures for notification of absence.

12.3.5 Upon return to active service, the unit member shall complete the appropriate District forms and submit them to the Human Resources Office.

12.3.6 The unit member shall provide, upon District request, additional clarification and/or verification of the use of this leave provision.

12.3.7 Personal Business

In addition to the ten (10) days described above, a permanent unit member shall be allowed compensation for up to two (2) days for compelling personal business which cannot be conducted outside of normal duty hours. No

specific reason need be provided. The unused portion of days not used shall be added to accumulated sick leave/additional day balance.

12.4 Bereavement Leave

- 12.4.1 A unit member shall be entitled to a leave of five (5) days due to the death of a spouse, parent, or child. A unit member shall be entitled to leave of absence, not to exceed three (3) days for one-way travel of 200 miles or less, or five (5) days if one-way travel of over 200 miles is required on account of death of member of their immediate family, except for spouse, parent, or child. These days do not have to be taken consecutively, but will expire at the end of one year from the time of death of the covered family member. The District may require the unit member to provide a death certificate or other verification to approve bereavement leave.
- 12.4.2 If all other leaves are exhausted, the Human Resources administrator may approve a paid leave of absence not to exceed one day to enable the unit member to attend the funeral of a relative not within the unit member's immediate family.
- 12.4.3 For purposes of this bereavement provision the term "immediate family" means spouse, domestic partners (if registered with the state) and parents, step-parents, parents-in-law, foster parents, legal guardians, children, foster children, stepchildren, aunt, uncle, grandparents, grandparents-in-law, great-grandparents, grandchildren, children-in-law, siblings, siblings-in-law, and step-siblings of a unit member or of the unit member's spouse, or any person living in the immediate household of the unit member.

12.5 Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from other governmental jurisdiction for reasons not brought about through the litigation, connivance or misconduct of the unit member.

12.5.1 Jury Duty

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, exclusive of mileage, meals and/or parking allowances, received by unit member shall be deposited to the credit of the District.

12.5.2 Court Appearance

For any necessary court or agency appearances, the unit member may utilize Personal Necessity Leave.

12.5.3 Dismissal Hearings

A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at their regular rate for any absence(s) from regular duties while attending said hearing.

12.6 Maternity Leave

A leave of absence without pay may be granted a female unit member during any period of her pregnancy. Such leave will be requested a minimum of thirty (30) days in advance of the leave commencement date.

12.6.1 Pregnancy Disability

The female unit member shall utilize Sick Leave (12.3.2) during any period of disability resulting from pregnancy, miscarriage, childbirth or related medical conditions and the recovery therefrom. The dates of such disability shall be certified by the unit member's physician or recognized practitioner. If a unit member utilizes Sick Leave during Pregnancy Disability and remains disabled resulting from pregnancy, childbirth or other related medical condition then she shall be afforded leave under section 12.2.6 above.

12.7 Child Rearing Leave

Unit members may elect to utilize up to 12 weeks of parental/child bonding leaves occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA amended January 1, 2021) and Education Code Section 45196.1 (amended 2019).

12.7.1 Eligibility – In order to qualify for parental/child bonding leave, unit members must have completed one year (twelve months of employment) with the District. No threshold number of hours is required to qualify, so this benefit is available to all part-time and full-time unit members who have been employed for one year or more.

12.7.2 For mothers, the 12 week parental/child bonding leave shall commence at the conclusion of any pregnancy disability leave as per section 12.6.1.

- 12.7.3 Paid parental leave shall run concurrently with FMLA leave pursuant to section 12.11.
- 12.7.4 This leave shall be completed within one year of the birth, adoption, or foster care placement of a child.
- 12.7.5 The District must be provided with at least thirty (30) days prior notice of intent to take parental leave, except in the case of emergency.
- 12.7.6 Paid Parental Leave – Unit members are entitled to up to twelve (12) weeks of paid parental leave pursuant to Education Code Section 45196.1 as follows:
- 12.7.6.1 The unit member shall use their accrued sick leave for this paid parental leave. If a unit member exhausts their accumulated sick leave prior to expiration for the 12-week period, they shall be entitled to fifty percent (50%) pay as defined in section 12.2.6 for the balance of the 12-week period.
- 12.7.6.2 The unit member may also choose to utilize their vacation time during this 12-week leave period.
- 12.7.7 Unpaid Parental Leave – Unit members may request unpaid parental leave for the purpose of the birth of the unit member's child, the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child, and/or attending to a dependent child.
- 12.7.7.1 Unpaid parental leave may initially be requested for up to six (6) months and may be extended up to an additional year.

12.7.7.2 Unpaid parental leave shall be without compensation or credit towards service.

12.8.1 Vacations

Vacation allowances are based on a full year of service.

12.8.1.1 Each eligible unit member shall be entitled to the following vacation leaves with full pay:

| | 10-month employee | 10 ½-month employee | 11-month employee | 12-month employee |
|-----------------------|-------------------|---------------------|-------------------|-------------------|
| 1 through 4 years | 9 days | 10 days | 10 days | 11 days |
| 5 through 10 years | 13 | 14 | 15 | 16 |
| 11 through 20 years | 18 | 18 | 19 | 21 |
| 21 years & thereafter | 21 | 21 | 22 | 24 |

12.8.1.2 Unit members regularly employed for less than twelve (12) months shall not be allowed to take vacation days during the school year unless approved in writing by a supervisor and Human Resources but shall be compensated at the appropriate rate of pay for vacation days earned. For less than 12-month unit members, vacation pay shall be prorated by the number of months that the unit member works and included in their regular monthly payroll beginning with their first paycheck following the completion of probation.

12.8.2 A probationary unit member who is retained on a permanent status will be entitled to a prorata of vacation days accrued during that part of probationary

status occurring within the school year of hire. Earned vacation shall not become a vested right and shall not be taken until completion of the initial six months of employment.

12.8.3 The District may designate vacation schedules. The District shall designate, annually in January and June, days on which vacation may not be taken (blackout dates). This shall not preclude supervisors from disapproving vacation requests outside of those days based on the operational needs of the District. Unit members shall be notified of approval or disapproval of vacation requests within five (5) workdays for submission. A supervisor may approve a vacation request during blackout dates in consideration of special circumstances.

12.8.4 Twelve (12) month unit members will be permitted to accumulate vacation leave up to a maximum of thirty (30) working days.

12.8.4.1 Vacation days may be accumulated to a maximum of thirty (30) vacation days (balance of unused prior years' vacation allotment plus current year's vacation allotment must equal thirty (30) days or less) as of July 1.

12.8.4.2 The administration shall notify each unit member of accumulated vacation annually by February 1. By April 1, the immediate supervisor shall direct any unit member whose vacation accumulation will exceed the maximum to commence the use of excess vacation credit over thirty (30) days prior to July 1.

12.8.4.3 Unit members approaching retirement will be required to use all earned vacation days prior to the last day of work, and the responsible administrator shall notify any retiring unit members under their supervision of this requirement.

12.8.5 The District may allow permanent unit members to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service.

12.8.6 Unit members will be entitled to receive compensation for accrued vacation leave at the time of their separation from the District except as indicated in 12.8.4.3.

12.8.7 If the District does not permit a unit member to take their vacation in a year, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District or the unit member.

12.9 Military Leave

Military Leave of absence shall be granted and compensated so as not to be in conflict with the Education Code and the Military and Veteran's Code.

12.10 Industrial Accident and Illness Leave

In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this state, a unit member shall be entitled to the following benefits:

12.10.1 A unit member suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

12.10.1.1 In order to be eligible for Industrial Accident Leave, the unit member, while absent from duty with the District shall remain within in the State of California, unless prior approval is granted by the Board of Education for travel outside of the State.

12.10.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day.

12.10.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, their accumulated and available normal sick leave and vacation leave, which, when added to Worker's Compensation award, provides for a days' pay at the regular rate of pay.

12.10.4 Any time a unit member on industrial accident or illness leave is able to return to work, they shall be reinstated in their position without loss of pay or benefits.

12.10.5 Unit members who have returned to work following industrial accident and illness leave who must be absent from work to attend follow-up appointments with health practitioners must claim such absence against their accrued sick leave or other accrued leave and not against industrial accident and illness leave.

12.11 The District will provide family care leave for all unit members in accordance with the Federal Family Medical Leave Act of 1993 and the California Family Rights Act of 1991 (Amended January 2021.)

12.12 Other Leaves

A regular unit member may be granted a leave of absence for purposes satisfactory to the District. If granted, the leave will normally be without compensation and shall generally be for a period not to exceed twelve (12) months. Examples of reasons for which this leave category may be granted are health, study or retraining.

12.13 Emergency District Closing

In the case that the District closes due to an unforeseen emergency, any members who are directed to work during the closure shall gain additional compensation time at the regular rate of pay. Within three (3) business days, immediate supervisors must submit a list of the unit members who were directed to work. The list must include start and time for hours worked.

ARTICLE 13: TRANSFER

13.1 Definition

A transfer is defined as a change of job site within the same position classification.

13.2 Unit Member Initiated Transfer Request

Any unit member covered by this Agreement shall have the privilege of requesting a transfer to a job location within the same position classification, subject to the following conditions:

- 13.2.1 Submission of a request for transfer on the appropriate District form. Properly filed transfer requests shall be valid for one (1) year from the date received by the Human Resources Department.
- 13.2.2 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
- 13.2.3 A unit member may request transfer to a vacancy within their classification that represents a longer work schedule.
- 13.2.4 For unit member initiated transfers, the unit member's most recent evaluation must "meet standards" overall with no "unsatisfactory" areas.
- 13.2.5 In unit member initiated transfer situations, the most senior unit member who applies for the position shall be granted the transfer.

13.2.6 A probationary unit member shall not be eligible for a Unit Member Initiated Transfer.

13.3 Employer Initiated (Involuntary) Transfers

A transfer may be implemented by the District at any time for any of the following reasons with at least five (5) working days' notice:

13.3.1 In order to balance the classified staff of the District by considering factors including but not limited to experience, racial and ethnic backgrounds, sex and age.

13.3.2 A change of enrollment or work load necessitating transfer of unit members.

13.3.2.1 When employer initiated transfers result from staff reduction due to lack of work or funds, the unit member transferred from a work site shall, when all other considerations are equal, be the least senior member in the class assigned to the work site.

13.3.3 Improved efficiency of the District.

13.3.4 The unit member may request of the Superintendent or their designee a conference or a written statement regarding reasons for the involuntary transfer. Such reasons shall not be subject to the grievance procedure included herein. In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.

13.4 If the District has advance notice that a position within a unit member's class will be vacant for 20 working days or more, and the needs and efficient operation of the District

allows, the District will permit unit members, upon their request, to move within a class to gain additional work experience which may aid in future job opportunities within the District making the unit member a more valuable employee to the District. The District will select a qualified unit member from a list of people who have expressed an interest. When the District does not grant a unit member's request to move within a class because of its needs and/or efficient operation, the unit member may request and shall be given a written explanation for the denial.

13.5 Layoffs

Definitions

13.5.1 Layoff: Layoff is separation from a position due to lack of work, lack of funds, or as a result of displacement (bumping).

13.5.2 Class: Class is any group of positions sufficiently similar in duties, responsibilities, and minimum qualifications required, that the same job title, salary range and benefits are appropriate for all positions in the group.

13.5.3 "Higher" Class": Higher Class(es) shall be interpreted to refer to any class/classification with a higher obtainable regular salary rate, excluding longevity and shift differential.

13.6 Computation of Seniority

Seniority, for all service commencing or continuing after July 1, 1971, shall be accrued and calculated on the basis of all hours in paid status in a class plus higher classes.

"Hours in paid status" shall include hours of actual service in a probationary or permanent status, whether during the school year, a recess period, or any period school

is in session or closed; out of classification assignments; paid holidays; vacation; all leaves with pay; approved military leave; and only leave without pay so designated by the Governing Board. Computation of “hours in paid status” shall not include any hours compensated solely on an overtime basis, nor any time spent in a substitute, short term, limited term, part-time playground supervisor or apprentice status. Hours worked in assignments outside the employee’s regular work year shall be counted as hours in paid status in the class in which worked.

13.6.1 Hours spent as a “restricted” employee in a classification in which the unit member subsequently gained permanency shall be counted as “hours in paid status.”

13.6.2 For the purpose of seniority computation and only seniority computation as is used in this provision, “class” shall mean hours worked within a classification and within other classifications compensated at the same salary level.

13.6.3 Seniority for service prior to July 1, 1971, shall be accrued and calculated on the basis of one hundred seventy-four (174) hours per month of service.

13.7 Seniority Lists

Unit members shall be placed on the seniority list as follows:

13.7.1 Seniority lists for each class listing all unit members who have earned seniority in that class, placed in order of highest number of hours in paid status in the class plus higher classes. Unit members currently assigned to positions in the class shall be designated by an asterisk (*). Tie placement on

these lists shall be broken by using the earliest date of hire in any classification, next by substitute service, or finally by lot.

- 13.7.2 Seniority lists shall be updated not less than once each year as of December 31, and posted and delivered to CSEA. Seniority lists for affected classifications shall be updated, posted and delivered to CSEA when layoff notices are issued.

13.8 Layoff Procedure

The District shall carryout layoffs consistent with the Education Code including sections 45114, 45115, 45117, 45298, and 45308.

- 13.8.1 Bargaining unit members affected by the layoff shall be given notice as follows:

- 13.8.1.1 Bargaining unit members shall be given written notice of layoff due to lack of work or lack of funds no later than March 15th and, if applicable, a final notice by May 15th. The District may serve a notice of layoff by certified mail or by hand delivery. If the notice is hand delivered a signed receipt shall be obtained.

- 13.8.1.2 For bargaining unit members in a position that is a specially funded program, the District shall provide at least 60 days' notice prior to expiration of the program and the layoff of the position.

- 13.8.2 The notice shall specify the reason(s) for layoff, identify by name and classification the unit member(s) designated for layoff, and contain the options available. In this notice the unit member's options shall be as follows:

13.8.2.1 The right to be laid off and be placed on the reemployment list for the class from which the layoff occurred in inverse order of layoff and on lower related class reemployment list(s) at the bottom of the list for a period of thirty-nine (39) months. Rights and benefits shall include:

13.8.2.1.1 First choice by seniority after transfers to vacancies which occur within the class from which laid off or within a lower related class.

13.8.2.1.2 The right to apply for promotional positions as though an active bargaining unit member.

13.8.2.1.3 Payoff of earned pay, unused accrued vacation and compensatory time by the last full day of work. The District will make three (3) additional medical premium Payments for employees who lose medical coverage with the District as a result of the layoff process and who (1) do not have other employment which provides medical coverage or (2) do not have coverage from a spouse's employment.

13.8.2.1.3.1 The right to bump into an equivalent position, in the same class from which the unit member is laid off occupied by the unit member with the lowest seniority; the right to bump into the first

lower level position of the class and displace the unit member at that level with the lowest seniority. Entitlement to bump will proceed level by level within the class.

13.8.2.1.3.2 If the bargaining unit member has previously accrued seniority in an equal or lower class, the right to bump into an equivalent position in that class occupied by the least senior unit member. The leveling process outlined in 13.8.2.1.3.1 above will be followed.

13.8.2.1.3.3 Bumping rights as used in section 13.8.2.1.3.2 shall be exercised first within positions in an equal class and then within the next lower class on the salary range. If the bargaining unit member holds bumping rights to multiple classes on a salary range, said rights shall be exercised first within the class in which the bargaining unit member most recently worked.

13.8.2.1.3.4 The right to be considered for transfer to an equal or lower nonrelated or related class if the bargaining unit member possesses the minimum qualifications to perform the duties thereof, and if there exists vacancy in that class.

13.8.2.1.3.5 The right to accept a service retirement in lieu of layoff.

13.8.2.2 The right to request a hearing to appeal the layoff pursuant to Education Code section 45117.

13.8.2.3 The unit member so notified shall respond, in writing, within five (5) working days from receipt of notice, indicating their choice. Failure to respond shall indicate acceptance of the layoff (Option 13.8.2.1.3.4).

13.8.2.4 If, in lieu of being laid off, a unit member elects Option 13.8.2.1.3.2 or 13.8.2.1.3.3 above, the unit member shall be placed on the step of the salary range for the lower classification which is closest to, but not greater than, the step of the range obtained by the unit member in the class from which they are being laid off, and their name shall be placed on the reemployment list for the class from which the layoff occurred for a period not to exceed thirty-nine (39) months.

- 13.8.2.5 A unit member on a reemployment list may decline or fail to accept three (3) offers of reemployment to the unit member's former class and status. After the third refusal/failure to accept, their name shall be removed from the list.
- 13.8.2.6 All rights and status acquired by a unit member by the time of layoff shall be restored at the time of reemployment from the reemployment list, as though the unit member had continued in service.
- 13.8.2.7 When a unit member chooses Option 13.8.2.1.3.1 or 13.8.2.1.3.2, the District shall send a layoff notice to the least senior unit member in the affected class as in 13.8.2 above. The unit member so notified shall respond as in 13.8.2.5 above.
- 13.8.2.8 All notices from the District shall be in writing and delivered in person to the unit member or mailed by certified or registered mail to the unit member at their last known address, with copies to CSEA – address: California School Employees Association, P.O. Box 677, Newark CA 94560 Responses from unit member shall be in writing and delivered in person or mailed by certified or registered U.S. Mail to the District Office – address: Newark Unified School District, 5715 Musick Ave, Newark CA 94560.
- 13.8.2.9 An eligible unit member who elects service retirement in lieu of layoff through the Public Employees Retirement System shall be placed on the appropriate reemployment list in accordance with

their seniority for a period of thirty-nine (39) months. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that the retirement was due to a bona fide layoff. If the unit member is offered and accepts reemployment in an appropriate vacancy, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the unit member's request for reinstatement from retirement.

13.8.2.10 No probationary or permanent unit member shall be finally laid off while employees serving in emergency, limited term, substitute, short-term, or CETA positions are retained in the same class unless the unit member decline(s) the temporary assignment.

13.8.2.11 If, at the time a valid reemployment offer is made to a unit member on a reemployment list, more than one vacancy exists (after transfers), the unit member will be permitted to select the position to which they will be assigned in accordance with their seniority. Refusal of such an offer will count as one (1) refusal for the purposes of Section 13.8.2.6.

13.8.2.12 If a unit member accepts a valid reemployment offer, they must report to work within thirty (30) calendar days following the acceptance of the reemployment offer.

13.8.2.13 Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility for an additional period of twenty-four (24) months.

13.8.2.13.1 Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time, but if there is a valid seniority list they shall be ranked on that list in accordance with their proper seniority.

ARTICLE 14: PROMOTION

14.1 Definition

A promotion is defined as a change of position to a higher classification.

14.2 Equal Consideration

14.2.1 EQUAL CONSIDERATION: The District together with CSEA believes that our current employees are valuable resource pool for potential promotions and intends to offer advance opportunities to our employees. Bargaining unit members shall be given equal consideration in filling any bargaining unit job vacancy which would represent a promotion, the unit member must notify the District of their interest in the position in accordance with District application procedures.

14.2.2 Internal applicants for the position who have complied with District application procedures and have met the minimum job requirements will be given first consideration for the position.

14.2.3 All bargaining unit members applying for promotional positions who meet minimum qualifications will be interviewed and/or notified in writing of their status relative to the promotional vacancy before the position is filled.

14.2.4 If the District has advance notice that a position requires coverage based on the temporary absence of a bargaining unit member for twenty (20) working days or more, the District shall select a qualified unit member for the position from a list of people who have expressed an interest. If there is more than one name on the list, consideration will be given to recent experience,

training, and length of service within the District. If the District determines that there is no qualified unit member on the list, the District will fill the position by other means.

- 14.2.5 CSEA and The District shall form a committee on professional advancement. The purpose of this committee is to provide on-going research and discussion on ways to support the advancement of unit members.

The Committee shall be comprised of two CSEA and two District representatives. The committee shall have access to Out of Class work lists as well as any other pertinent information regarding professional skill development within the district. The Human Resources Department will review the Out of Class list prior to obtaining a guest / substitute to fill an internal vacant position or long term absence.

The Human Resources Department will include in the “yearly employee packet” and Out of Class form. It is the unit member’s responsibility to request Out of Class work and to return the form to Human Resources.

ARTICLE 15: POSTING

15.1 Posting of Notice

15.1.1 Notice of all bargaining unit job vacancies shall be posted on bulletin boards designated for that purpose at each District job site and on the District's website.

15.1.2 The job vacancy notice shall normally remain posted for a period of five (5) full working days, during which time the bargaining unit member shall apply for the vacant position if they desire to be considered.

15.1.3 For any postings occurring on the day following the last student day of the school year to the day 10 month employees report back to work, all internal postings will be on the district web site. During this period the internal posting period will be extended from five (5) days to seven (7) days.

15.2 Application for Vacancy

Any bargaining unit member may apply for the vacancy by submitting written notice to the District Human Resources Department within the filing period.

15.3 Before advertising for or considering outside candidates, the district will complete the posting and interview process for current employees who have submitted a timely application or timely transfer request form.

15.3.1 Unit members who do not apply for a position within the 5-day filing period shall be considered along with any outside candidates for appointment to the position.

ARTICLE 16: LONGER WORK SCHEDULE AT SITE

16.1 A unit member may request employment in a vacancy within their classification and site or within their classification and department for Child Nutrition that represents a longer work schedule, and such requests shall be granted based upon the length of service to the District by unit member and subject to section 13.3.4 This shall not be considered a transfer under section 13.1

16.1.1 For further clarification, if a vacancy standing alone doesn't represent a longer Work schedule, the District Shall select a permanent employee applicant from within the District. Those applicants must meet the criteria specified in Section 13.3.4. if no permanent employee, who meets the evaluation requirements of Section 13.3.4 applies, probationary employees may be considered for the position. If no current employee applies for the vacancy, the District may advertise for outside applicants.

16.1.1.1 Example #1: If two or more two-hour employees apply for a two-hour vacancy, the District shall select a permanent employee from within the district (i.e., the District will select an internal candidate through the interview process). In this Example, the vacancy does not represent a longer work schedule.

Example #2: If a two or more two-hour employee apply for a three-hour vacancy, the most senior internal applicant shall fill the three-hour vacancy, consistent with the language in the new "Article 16: Longer work Schedule at a Site." In this example, the vacancy does not represent a longer work schedule.

Example #3: if two or more four-hour employee apply for three-hour vacancy, the District shall select a permanent employee from within the District (i.e. the District will select an internal candidate through the interview process). In this example, the vacancy does not represent a longer work schedule.

Example #4: if one hour additional work time is available, the District shall select a permanent employee applicant from within the District (i.e. the District will select an internal candidate through the interview process.) His or her schedule shall be increased accordingly. In this example, the vacancy does not represent a longer work schedule.

16.1.1.2 Any increase in the assigned hours of a current Employee must be consistent with the scheduling needs of the involved department.

16.1.1.3 Consistent with the language in the new “Article 16: Longer Work Schedule at a Site”, a successful internal applicant (the most senior qualified person) must give up his or her prior positions to take the vacancy that represents longer work schedule.

Example: If a three-hour vacancy exists, the most senior two-hour employee who applies for the vacancy will get the three-hour vacancy. He or she must then give up his or her two-hour position.

ARTICLE 17: PROFESSIONAL GROWTH

17.1 The Professional Growth Program for classified employees offers avenues for self-improvement through continuing education and involvement in professional organization and associations outside of the workplace. Recognition of the efforts and dedication to complete the program shall be in additional salary increments as outlined below.

17.2 DEFINITION:

Professional growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of classified school employees. The activities included in the Professional Growth Program will be selected to improve the employee's skills and abilities resulting in benefit to the operation of the District. The Professional Growth Program is designed to reward employees for their efforts to improve job performance and their value to the District.

17.3 Professional Growth is being developed if:

17.3.1 The experience reflects improved or increased knowledge, understandings, attitudes and skills that provide opportunities for advancement to any other Newark Unified School District position.

17.3.2 The experience provides background material for the assignment in which engaged.

17.3.3 The experience increases personal development through alertness and responsiveness to the human and social factors of others.

17.3.4 The experience increases understanding in fields closely related to the assignment in which engaged.

17.4 COMMITTEE STRUCTURE

17.4.1 Classified – 2 members from the Newark Unified School District Classified Bargaining Unit appointed by CSEA. Every effort will be made to appoint the members from different departments. Administrative – 2 members appointed by the Newark Unified School District.

Third Party – In the event of a tie in the committee decision, a third party member will be selected by mutual agreement by CSEA and the District to act as the tie breaker.

17.4.2 DUTIES:

To meet on a quarterly basis. The first meeting is to be held during the first month following the date of this agreement to establish ground rules and guidelines. To review and evaluate requests for additions to the approved course list and/or to hear appeals regarding the course list. To review and evaluate all other facets of the Professional Growth Program, including the definition and process associated with Professional Growth.

17.5 PROCEDURE:

17.5.1 All professional growth courses must be pre-approved.

17.5.2 A list of pre-approved course is available from the Human Resources Department.

17.5.3 An employee who wishes to take coursework not on the pre-Approved list must submit a “Request for Professional Growth” to the Human Resources Administrator and/or to the Chapter 208 professional growth committee representative. This request must be submitted at least seven (7) working days before taking the course.

17.5.3.1 The Human Resources Administrator will be responsible for determining if the proposed course meets the definition as defined in 17.2. The Human Resources will notify the employee of the approval or disapproval as soon as possible or within fifteen (15) working days. This decision is final.

17.5.4 It is the responsibility of the employee to see that all transcripts, grade reports, or other acceptable certification of courses completed are filed with the Human Resources Department.

17.5.5 Upon the completion of the required 10 points, the employee completes a Request for Professional Growth Increment form and sends all copies to the Human Resources Office. After verification and approval by the Human Resources Administrator, the employee will receive a copy of the approved form and the award will become official.

17.6 ELIGIBILITY, LIMITATIONS, AND REQUIREMENTS:

17.6.1 All regular full-time and part-time employees are eligible to apply for an increment. Probationary employees are not eligible until the probationary period is completed.

- 17.6.2 All professional growth candidates taking courses with an Adult Education Department approved by the State Department of Education must obtain a passing grade and follow the attendance schedule.
- 17.6.3 Points must have been earned after July 1996 or date starting with the District, whichever is later.
- 17.6.4 Coursework must be turned in for points during the school year taken and will be applied in July of the following school year.
- 17.6.5 Only one increment will be applied per year without regard to how many points have been earned. Any additional points will be carried over for future increments.
- 17.6.6 Verification of completion of required units must be filed by June 15 in order to be eligible for an award effective the following July 1.
- 17.6.7 Except for first aid / CPR, courses cannot be repeated unless special permission is granted by the Human Resources Administrator.
- 17.6.8 College coursework must be verified by official transcripts.
- 17.6.9 CSEA sponsored courses must be verified by a CSEA issued certificate.
- 17.6.10 Appointment to a state or national job-related organization chairmanship must be made and verified as to the length of service by the executive board of the state or national organization. This position may not be a paid position.

17.7 PROFESSIONAL GROWTH INCREMENTS:

17.7.1 A Professional Growth Increment is reached after earning 10 points which may be earned as follows:

- A. Institutes, Lectures, Conferences, verification of attendance must be submitted to the Human Resources Administrator = 2 points for 10 hours of attendance.
- B. School courses, university, community college, or trade school = 3 points each semester unit or equivalent and 2 points each quarter unit or equivalent.
- C. Adult Education = 2 points for each 10 hours of attendance.
- D. First Aid / CPR Course (renewable every 3 years) = 1 ½ points of credit upon completion of Standard course. An additional 1 ½ points will be given automatically upon renewal. 3 points for completion of Advanced course. An additional 3 points will be given automatically upon renewal.
- E. Conducting district in-service education workshops = 1 point for 5 hours. Limit one workshop per year.
- F. State or national, job-related organization = 1 ½ points for one year chair.
- G. CSEA accredited education program as outlined in the booklet = 2 points for each 10 hours of attendance.
- H. Trade instructor = 2 points for each 10 hours of instruction (instruction is above and beyond the workday).

- 17.7.2 Any points earned in excess of the number of points required for an increment may be applied toward subsequent increments.
- 17.7.3 All professional growth increment credits will be figured in semester units. Institutional credits in terms of quarter units will be converted into semester units on the basis that one quarter unit is equivalent to $\frac{2}{3}$ semester unit.
- 17.7.4 Where an educational institution indicated the number of hours of participation, rather than a specific number of units, one semester unit will be granted for each 15 hours (minimum) of classroom participation and in multiples of five hours thereafter for each additional one-third semester unit. Fifteen hours equals 1 semester unit, 20 hours equals $1\frac{1}{3}$ semester units, 30 hours equals 2 semester units, 35 hours equals $2\frac{1}{3}$ semester units, etc.
- 17.7.5 It is the responsibility of the individual employee to apply for professional growth increments, to receive prior approval where required, and to verify satisfactory completion of all course work.
- 17.7.6 Satisfactory completion can be verified by presentation of official transcripts or some other official documentation from the institution (person or place) where the course was taken or the training was received.
- 17.7.7 Courses offered at any college, university, adult school, trade school or other accredited educational institution may be taken for credit. All such courses must be applicable to Newark Unified School District positions and prior approval must be obtained from the Human Resources Administrator.

17.7.8 Application for professional growth increments will be submitted for approval by the Human Resources Administrator.

17.8 INCREMENT, EFFECTIVE DATE, AND LIMITATION

17.8.1 An increment of \$.32/hr is paid for increments earned prior to 2008. Effective July 1, 2008 an increment of \$.40/hr for each 10 growth points of approved credit earned shall be granted to any bargaining unit member participating in the Classified Professional Growth Increment Program effective July 1, 2008 for all new professional growth increments up to a maximum of eight (8) increments.

17.8.1.1 After the first eight (8) increments have been granted an increment of \$.50/hr for each 10 growth points of approved credit earned shall be granted to any bargaining unit member participating in the Classified Professional Growth Increment Program effective July 1, 2013 for all new professional growth increments up to a maximum of two (2) increments. A maximum of ten (10) increments may be granted to any bargaining unit member during their tenure in the District.

- a. The effective date of each professional growth increment for bargaining unit members shall be July 1st immediately following verification by the Human Resources Administrator of satisfactory completion of the required number of points.
- b. No more than one growth increment will be given in any one-year period.

c. There will not be a set limit on the amount of time needed to earn an increment.

17.8.2 Payment shall be in the form of an increment of \$.40/hr (\$65.00 per month for a 7 ½ hour bargaining unit member and \$69.34 per month for an 8 hour bargaining unit member) for increments earned starting July 1, 2008 to a maximum of eight (8). [A 7 ½ hour bargaining unit member can earn up to \$520.00 per month (8 x \$65.00) and an 8 hour bargaining unit member can earn up to \$554.72 per month (8 x \$69.34 per month)]

17.8.3 Payment shall be in the form of an increment of \$.50/hr (\$81.25 per month for 7 ½ hour bargaining unit member and \$86.67 per month for an 8 hour bargaining unit member) for increments earned starting July 1, 2014 to a maximum of two (2). [A 7 ½ hour bargaining unit member can earn up to \$162.50 per month (2 x \$81.25) and an 8 hour bargaining unit member can earn up to \$173.34 per month (2 x \$86.67 per month)]

17.8.4 When current contract increments are maxed, a bargaining unit member may submit documentation of any additional credits. HR shall keep this documentation in the bargaining unit member's personnel file.

ARTICLE 18: SAFETY CONDITIONS

18.1 The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions, which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has exhausted all reasonable means within his or her discretion to remedy the condition.

18.2 JOINT SAFETY COMMITTEE

18.2.1 The District and the Association will provide two representatives each to serve on a Joint Safety Committee. The Committee will review two work locations monthly. Any matter involving a safety issue will be reported directly to the Director of MOT with a copy of the report sent to the Superintendent. The District agrees to review such safety matters and, within its fiscal ability, make repairs within a reasonable period of time. Matters of critical safety importance should be reported immediately to the Director of MOT for priority attention. The intent of this Joint Safety Committee is to work cooperatively to ensure that, to the extent possible, a safe working environment is provided to all children and employees in the District. Employees are urged to report any unsafe working conditions to the Committee and send a copy to the Director of MOT.

ARTICLE 19: MISCELLANEOUS

19.1 Preparation and Distribution of Agreement

19.1.1 The District shall prepare sufficient copies of this Agreement to provide one (1) copy to each member of the bargaining unit, one (1) copy to each member of the governing board and one (1) copy to each designated management employee of the District. In addition, such additional copies will be prepared to provide for turnover in staff, requests from the general public and to comply with procedures of the Educational Employment Relations Act.

19.1.2 CSEA shall distribute upon receipt from the District, a copy of this Agreement to each unit member, The District will provide a copy to each new unit member employed by the District.

19.2 Training

19.2.1 Should the District require or approve a unit member's participation in any form of in-service training program, the unit member shall be reimbursed for the total cost of tuition, fees or books, if any, when such costs are incurred as a result of District approved or directed participation.

19.3 Notice Requirement

Whenever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly

given, serviced or delivered either upon personal delivery or by mailing the same by United States registered or certified mail, return receipt requested, to the party entitled thereto at the address set forth below:

DISTRICT: Superintendent
Newark Unified School District
5715 Musick Ave
Newark, CA 94560

ASSOCIATION: President
California School Employees Association
Local No. 208
5715 Musick Ave
Newark, CA 94560

ARTICLE 20: GRIEVANCE PROCEDURE

20.1 General Provisions

20.1.1 A grievance is defined as a formal written statement by a unit member or the Association that the District has violated an express term of this Agreement and that by reason of such violation, his or her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

20.1.2 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by the appropriate line manager. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

20.1.3 A "day" is a day in which the central administration office of the District is open for business.

20.2 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve the matter by means of an informal conference with their immediate administrator.

20.3 Formal Stage

20.3.1 Level I

20.3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the

grievant or CSEA could reasonable have known of the act or omission, the grievant must present such grievance in writing to the immediate administrator.

20.3.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

20.3.1.3 Either party may request a personal conference with the other party. Such a conference shall be held if it is requested. The immediate administrator shall communicate a decision to the grievant in writing within fifteen (15) days after receiving the grievance and such action will terminate Level I.

20.3.2 Level II

20.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or their designee within fifteen (15) days after the termination of Level I.

20.3.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent / designee may request a personal conference.

20.3.2.3 The Superintendent / designee shall communicate a decision within fifteen (15) days after receiving the appeal and such a decision will terminate Level II.

20.4 Arbitration Procedure

20.4.1 If the grievant is not satisfied with the decision at Level II, or the Superintendent or designee has not made a timely response, they may, within fifteen (15) days after the termination of Level II, request in writing that CSEA submit the grievance to arbitration.

20.4.2 If CSEA desires to arbitrate the grievance, it shall give written notice to the District within fifteen (15) days after receipt of the request from the aggrieved.

20.4.3 Motions to Dismiss

20.4.3.1 If a claim is raised as to the arbitrability of a grievance as a result of an alleged violation of the terms of this Article, such claim shall be ruled on first by the arbitrator.

20.4.4 Limitations Upon the Arbitrator

20.4.4.1 The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been

a violation of an express term of this Agreement in the respect alleged in the grievance.

20.4.4.2 The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall they consider it their function to decide any issue not submitted or to so interpret or apply the Agreement so as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a medication (whether by addition or detracting) of the written terms of this Agreement. The arbitrator shall not render any decision or award, merely because in their opinion such decision or award is fair or equitable, if such decision or award changes that which can fairly be said to be the intent of the parties.

20.4.5 Arbitrator's Decision

20.4.5.1 The arbitrator's decision shall be final and binding on both sides.

20.4.6 Expenses

20.4.6.1 Each party shall bear the expenses of the preparation and presentation of its own case; all other agreed upon fees and expenses of the arbitration proceedings shall be shared equally by the parties.

20.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

20.5.1 Time limits here under may be lengthened or shortened in any particular case only by mutual written agreement

20.5.2 The parties will attempt, in good faith, to adjust time limit problems which occur above Level I as a result of the summer recess.

20.6 Chapter Representation

The grievant shall be entitled upon request to representation by CSEA at all grievance meetings. In situations where CSEA has not been requested to represent the grievant, the District will not agree to a final resolution of the grievant until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to state its views on the matter. Five (5) days will be provided the Association for this purpose.

20.7 Reasonable Release Time

Reasonable release time will be provided site representatives or the local designee for purposes of filing grievances or representing grievants pursuant to this Article.

20.8 Confidentiality

In order to encourage a timely and fair review of a grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor CSEA nor the District shall make public either the grievance or evidence regarding the grievance.

20.9 No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

20.10 Grievance Files

The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in this grievance procedure which may have derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in this grievance procedure.

20.11 Group Grievances

Should CSEA and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to

hear this group of grievances as one, they may mutually agree to do so. In such instances, a group grievance would be filed at Level II of the procedures.

ARTICLE 21: CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the CSEA, or by any CSEA officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward including all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the District by unit members who are represented by CSEA, the CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 21.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.
- 21.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any unit member and/or CSEA.
- 21.5 The District agrees not to lock-out CSEA and its unit members during the life of this Agreement.
- 21.6 The term "interference with the operation of the District" as used in this Article shall not be interpreted to deny unit members any First Amendment Constitutional Right they

may have to provide the public with information. Nor shall this Article be interpreted to preclude the District from pursuing any legal remedies it may have.

21.7 This Article shall be mutually waived at the conclusion of the impasse process following negotiations for any reopened Articles or a new contract.

ARTICLE 22: SUPPORT OF AGREEMENT

22.1 The District and the CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the CSEA will support this Agreement for its term and will not appear before the District's Board of Education to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA.

ARTICLE 23: HARASSMENT

23.1 The District and CSEA agree to work together to ensure a work environment that is free from all forms of harassment.

ARTICLE 24: COMPLAINTS

24.1 The District commits to protecting employees from unsubstantiated complaints and/or anonymous materials and ensures that no adverse action will be taken against employees unless just cause can be shown.

ARTICLE 25: CHARTER SCHOOLS

25.1 In the event a charter or similar school that is exempt from collective bargaining laws is implemented in the District, the parties agree that there will be no adverse effect on classified bargaining unit members.

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATIONS

- 26.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiations.
- 26.2 During the term of this Agreement, except as provided in Article 27, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 26.3 Regardless of 26.1 or 26.2 above, this Agreement may be reopened for subsequent inclusion of modifications or amendments by mutual agreement of the parties.

ARTICLE 27: NEGOTIATIONS

27.1 Notifications

If either party desires to modify or amend this Agreement for a future term, it shall, on or before April 1 during the year the Agreement sunsets, provide to the other party written notice of intent to amend or modify the Agreement. Thereafter, the parties shall submit their initial bargaining proposals for public notice not later than the first Board meeting in May and shall provide a complete copy of such proposal to each other.

27.2 Commencement of Negotiations

Not later than forty-five (45) days following satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering proposed modifications or amendments to this Agreement.

27.3 Release Time for Negotiations

CSEA shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations.

27.4 Outside Consultants

Either party may utilize the service of an outside consultant to assist in the meet and negotiate process.

27.5 Reopening of Negotiations

This Agreement is for the 2022-2023, 2023-2024, and 2024-2025 school years and will remain in full force and effect from the date of ratification through June 30, 2025, subject to the following sections.

27.5.1 During the term of this Agreement, following the conclusion of negotiations leading to this Agreement, there shall be no reopeners and the Agreement shall be closed except as follows:

For the 2023-2024 school year, the parties may reopen negotiations on up to one article of each parties' choice as well as Article 10: Health and Welfare.

For the 2024-2025 school year, the parties may reopen negotiations on up to one article of each parties' choice as well as Article 9: Pay and Allowance and Article 10: Health and Welfare.

During the term of Agreement, if there is a change in federal or state law or other action that would impact the terms and conditions of this Agreement, either party may reopen negotiations. Negotiations will begin within twenty (20) school days after a request is made by either party.

ARTICLE 28: SAVINGS PROVISION

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

ARTICLE 29: DISCIPLINE

Non-Exclusive

Discipline under these provisions shall not be exclusive, but shall be in addition to those disciplinary actions permitted under the California Education Code.

29.1 Disciplinary Action:

The following disciplinary actions may be taken by the District against a permanent unit member for the causes listed in 29.2

29.1.1 Dismissal is removal from the employment of the District.

29.1.2 Suspension is temporary removal from the employment of the District without pay for a specified period of time, not to exceed thirty (30) calendar days.

29.1.3 Involuntary demotion is placement in a lower classification.

29.1.4 Involuntary reassignment is a change of assignment whereby a unit member is deprived of an incident of classification and/or removed for punitive reasons.

29.2 Just Cause:

Disciplinary action shall be for just cause. Unit members shall be subject to suspension or leading to dismissal for one or more of the following causes:

- A. Immoral or unprofessional conduct;
- B. Dishonesty;
- C. Incompetence;
- D. Evident unfitness for service;
- E. Physical or mental condition unfitting him/her for association with children;
- F. Persistent violation of or refusal to obey the school laws of the state or reasonable regulations or procedures prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him/her;
- G. Conviction of a felony or of any crime involving moral turpitude;
- H. Alcoholism or other drug abuse which makes the unit member unfit to associate with children.

29.3 Representation:

Upon request a unit member shall be entitled to association representation in any disciplinary action under this procedure.

29.4 Progressive Steps:

In handling disciplinary matters, it is intended that the progressive steps be utilized to the greatest extent permitted, and that discipline shall commensurate with the offense.

29.5 Appropriate and Fair Discipline:

Discipline imposed under these provisions shall be appropriate to the offense and shall include:

29.5.1 verbal warning, written memo / corrective plan, written reprimand and suspension without pay.

29.5.1.1 “without pay” shall mean a unit member’s per diem wage not including fringe benefits. All suspensions shall be served when imposed.

29.6 Progressive Discipline:

Discipline shall be progressive as follows:

29.6.1 Verbal Warning

A private admonition for a minor infraction providing for the opportunity to correct the behavior, advising future similar behaviors will result in possible further discipline. The unit member shall be informed that they are receiving a verbal warning and a note will be made on the administrator’s calendar.

29.6.2 Written Memo/Correction Plan

A written memo for repeated minor infractions or more severe violations describing the behaviors and mentioning any previous warnings, advising that future similar actions could result in further disciplinary actions. Separate issues that have not been discussed cannot go into a memo or written form until they have been verbally discussed with a unit member.

29.6.3 Correction Plan

At any time during the discipline process, but before the written reprimand, the unit member and supervisor shall meet to create a correction plan including a statement of goals to be achieved, a plan for actions to be taken by the unit member, a timeline for completion and a date for an evaluation of progress made in meeting the goal(s). The unit member shall have the right of union representation present in all meetings regarding the correction plan.

29.6.4 Written Reprimand

A written statement for repeated minor infractions or more severe violations describing the behavior and mentioning any previous warnings, advising that future similar actions could result in further disciplinary action.

29.6.5 One Day Suspension (without pay)

A written statement by the Superintendent, or designee to the unit member, describing the behavior directing the unit member to be absent without pay on a specific day, advising the unit member that future similar actions will result in further disciplinary action.

29.6.6 Three (3) Day Suspension (without pay)

For repetition of offenses that lead to a one day suspension without pay, or for more serious violations, the unit member shall receive a written statement describing the behavior, directing the unit member to be absent without pay for specific days, advising the unit member that future similar actions will result in further disciplinary action.

29.6.7 Five (5) Day Suspension (without pay)

For repetition of offenses that lead to a three day suspension without pay, or for more serious violations, the unit member shall receive a written statement describing the behavior, directing the unit member to be absent without pay for specific days, advising the unit member that future similar actions will result in further disciplinary action.

29.6.8 Fifteen (15) Day Suspension (without pay)

For repetition of offenses that lead to a five day suspension without pay, or for behavior that is of an even more serious violations, the unit member shall receive a written statement describing the behavior, directing the unit member to be absent without pay for specific days, advising the unit member that future similar actions will result in further disciplinary action. Unit members who have not had additional infractions within a twelve (12) month period shall have this procedure begin as enumerated with Article 29.2 unit members who commit serious infractions of just cause items enumerated in that listed section shall begin at the one (1) suspension.

29.7 Disciplinary Procedure:

29.7.1 Immediate Suspension

A unit member may be immediately suspended with pay, pending a hearing when their continuing presence would be seriously detrimental to the welfare of the District, students, or employees. Such immediate suspensions may be

ordered by the Human Resources Administrator after the unit member has been notified of the charges and has been given an opportunity to respond.

29.7.2 Informal Hearing

A unit member against whom disciplinary action will be taken, shall meet with the Human Resources Administrator or their designee prior to written notification of official charges. The unit member shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The unit member may be represented at the informal hearing by a representative of his/her choice.

29.7.3 Written Notice

A unit member, against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified/Registered mail to the last known address, of the following:

29.7.3.1 Statement of Charges:

A statement of specific charges against the unit member shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the unit member becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by

such employee when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

29.7.3.2 Skelly Process:

Upon written notification of charges the unit members are entitled to due process, as guaranteed through a Skelly hearing. The unit member may be represented at the hearing by a representative of their choice.

29.7.3.3 Right to a Hearing:

The unit member may request a hearing, in writing either by mail or personal delivery, within five (5) calendar days after service of the statement of charges. A card shall be provided to the unit member, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) calendar days, the Disciplinary action shall be effective on the date the unit member was served by such notice.

29.7.3.4 Access to material:

The unit member may, upon request, have copies of material on which the charges are based.

29.8 Hearing

29.8.1 The hearing shall be held within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.

29.8.2 If the unit member does not request a hearing by the set date, disciplinary action may be taken without a hearing.

29.8.3 The unit member may be represented at the hearing by a representative of their choice.

29.8.4 Technical rules of evidence shall not apply at the hearing.

29.8.5 The hearing shall be conducted before the Board of Education or before a designee.

29.8.5.1 Hearing Before Designee

29.8.5.1.1 A suspension, involuntary reassignment or demotion hearing may be delegated to the Superintendent or their designee by the Board.

29.8.5.1.2 A dismissal hearing may be delegated to a hearing officer from the Office of Administrative Hearings. Delegation may take place at the request of either party, but the expense shall belong solely to the District.

29.8.5.1.3 The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. A copy of the recommended decisions shall be sent to the unit member.

29.8.5.1.4 Prior to making a final decision, the Board of Education shall afford the unit member the opportunity to present arguments to the Board of Education on the sufficiency of cause for disciplinary action.

29.8.5.1.5 The Board of Education may accept, reject, or modify the recommended decision. Should the Board of Education reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Education.

29.8.5.2 Hearing Before the Board of Education

29.8.5.2.1 The hearing shall be in Closed Session unless the unit member makes a written request for a public hearing at least five (5) days prior to the hearing. The Board may deliberate in Closed Session.

29.8.5.2.2 The unit member shall have the right to personally appear and testify, to call favorable witnesses, and cross-examine adverse witnesses.

29.8.5.3 Results of the Hearing

A written decision shall be sent to the unit member, including the findings of fact and determination of issues. The decisions of the Board of Education shall be final and shall not be subject to the grievance procedure.

ARTICLE 30: TERM

30.1 This Agreement shall become effective on July 1, 2022 and shall continue in effect to and including June 30, 2025, and from year to year thereafter subject to Article 27.

For CSEA:

Maria H. Giff
Sarah Kiser
20 A W
Carey Sanchez-Roa

For District:

Alingha Watte
[Signature]

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Classified - CSEA

Board approved 6.50% increase 11/3/22 effective 7/1/22

| MAINTENANCE/OPERATIONS/TRANSPORTATION (8 hours/day) | | | | | | | | | | | |
|---|---|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|--------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 42 | Custodian | 18.49 | 19.44 | 20.41 | 21.44 | 22.52 | +1.13 | +2.25 | +3.60 | +4.95 | +6.31 |
| 46 | Grounds Maintenance Worker Senior Custodian | 20.41 | 21.44 | 22.52 | 23.67 | 24.88 | +1.24 | +2.49 | +3.98 | +5.47 | +6.97 |
| 48 | Irrigation Specialist | 21.44 | 22.52 | 23.67 | 24.88 | 26.10 | +1.31 | +2.61 | +4.18 | +5.74 | +7.31 |
| 49 | Maintenance Specialist I | 21.95 | 23.09 | 24.27 | 25.49 | 26.80 | +1.34 | +2.68 | +4.29 | +5.90 | +7.50 |
| 52 | Storekeeper II | 23.67 | 24.88 | 26.10 | 27.45 | 28.84 | +1.44 | +2.88 | +4.61 | +6.34 | +8.08 |
| 55 | Bus Driver Software Support Specialist | 25.49 | 26.80 | 28.13 | 29.56 | 31.06 | +1.55 | +3.11 | +4.97 | +6.83 | +8.70 |
| 57 | Equipment Mechanic Maintenance Specialist II | 26.80 | 28.13 | 29.56 | 31.06 | 32.63 | +1.63 | +3.26 | +5.22 | +7.18 | +9.14 |
| 59 | HVAC Technician | 28.13 | 29.56 | 31.06 | 32.63 | 34.26 | +1.71 | +3.43 | +5.48 | +7.54 | +9.59 |
| 60 | Electrical Mechanical Tech | 28.84 | 30.30 | 31.82 | 33.45 | 35.12 | +1.76 | +3.51 | +5.62 | +7.73 | +9.83 |
| 62 | Information Technology Tech | 30.30 | 31.82 | 33.45 | 35.12 | 36.89 | +1.84 | +3.69 | +5.90 | +8.12 | +10.33 |

| FOOD SERVICE (8 hours/day) | | | | | | | | | | | |
|-------------------------------|-------------------------------|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Food Service Assistant | 15.50 | 15.95 | 16.75 | 17.58 | 18.49 | +0.92 | +1.85 | +2.96 | +4.07 | +5.18 |
| 37 | Senior Food Service Assistant | 16.37 | 17.17 | 18.00 | 18.97 | 19.92 | +1.00 | +1.99 | +3.19 | +4.38 | +5.58 |
| 38 | Cook | 16.75 | 17.58 | 18.49 | 19.44 | 20.41 | +1.02 | +2.04 | +3.27 | +4.49 | +5.71 |
| 42 | Food Driver | 18.49 | 19.44 | 20.41 | 21.44 | 22.52 | +1.13 | +2.25 | +3.60 | +4.95 | +6.31 |

| INSTRUCTIONAL SUPPORT (8 hours/day) | | | | | | | | | | | |
|-------------------------------------|--|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Child Care Attendant | 15.50 | 15.95 | 16.75 | 17.58 | 18.49 | +0.92 | +1.85 | +2.96 | +4.07 | +5.18 |
| 37 | Classroom Aide Lead Child Care Attendant I | 16.37 | 17.17 | 18.00 | 18.97 | 19.92 | +1.00 | +1.99 | +3.19 | +4.38 | +5.58 |
| 38 | Special Education Aide I | 16.75 | 17.58 | 18.49 | 19.44 | 20.41 | +1.02 | +2.04 | +3.27 | +4.49 | +5.71 |
| 39 | Bilingual Classroom Aide Campus Monitor Secondary | 17.17 | 18.00 | 18.97 | 19.92 | 20.91 | +1.05 | +2.09 | +3.35 | +4.60 | +5.85 |
| 40 | Special Education Aide II | 17.58 | 18.49 | 19.44 | 20.41 | 21.44 | +1.07 | +2.14 | +3.43 | +4.72 | +6.00 |
| 41 | Lead Child Care Attendant II | 18.00 | 18.97 | 19.92 | 20.91 | 21.95 | +1.10 | +2.20 | +3.51 | +4.83 | +6.15 |
| 43 | EL Program Liaison Library Clerk | 18.97 | 19.92 | 20.91 | 21.95 | 23.09 | +1.15 | +2.31 | +3.69 | +5.08 | +6.47 |
| 52 | Speech Pathology Assistant | 23.67 | 24.88 | 26.10 | 27.45 | 28.84 | +1.44 | +2.88 | +4.61 | +6.34 | +8.08 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

A 3% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4:00) p.m.

A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

- L1 5% after 10 years
- L2 10% after 15 years
- L3 16% after 20 years
- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

- Associate:** \$500 annually in addition to regular placement*
- Bachelor's:** \$750 annually in addition to regular placement*
- Master's:** \$1,000 annually in addition to regular placement*
- Doctorate:** \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Classified - CSEA

Board approved 6.50% increase 11/3/22 effective 7/1/22

| CLERICAL (7.5 hours/day) | | | | | | | | | | | |
|-------------------------------|---|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 38 | Office Clerk | 16.75 | 17.58 | 18.49 | 19.44 | 20.41 | +1.02 | +2.04 | +3.27 | +4.49 | +5.71 |
| 42 | School Secretary I | 18.49 | 19.44 | 20.41 | 21.44 | 22.52 | +1.13 | +2.25 | +3.60 | +4.95 | +6.31 |
| 43 | IMC Clerk Staff Secretary I | 18.97 | 19.92 | 20.91 | 21.95 | 23.09 | +1.15 | +2.31 | +3.69 | +5.08 | +6.47 |
| 46 | School Community Liaison School Secretary II Substitute Placement Clerk | 20.41 | 21.44 | 22.52 | 23.67 | 24.88 | +1.24 | +2.49 | +3.98 | +5.47 | +6.97 |
| 47 | Account Technician IMC Technician Offset Press Operator Staff Secretary II | 20.91 | 21.95 | 23.09 | 24.27 | 25.49 | +1.27 | +2.55 | +4.08 | +5.61 | +7.14 |
| 49 | Office Manager Elementary Office Mgr Alternative Program | 21.95 | 23.09 | 24.27 | 25.49 | 26.80 | +1.34 | +2.68 | +4.29 | +5.90 | +7.50 |
| 51 | Administrative Secretary College & Career Program Spec Office Manager Adult Sch 11M | 23.09 | 24.27 | 25.49 | 26.80 | 28.13 | +1.41 | +2.81 | +4.50 | +6.19 | +7.88 |
| 52 | Payroll Technician | 23.67 | 24.88 | 26.10 | 27.45 | 28.84 | +1.44 | +2.88 | +4.61 | +6.34 | +8.08 |
| 54 | Student Development Technician | 24.88 | 26.10 | 27.45 | 28.84 | 30.30 | +1.52 | +3.03 | +4.85 | +6.67 | +8.48 |
| 55 | District Accountant CNS Technician | 25.49 | 26.80 | 28.13 | 29.56 | 31.06 | +1.55 | +3.11 | +4.97 | +6.83 | +8.70 |
| 56 | Assessment Technician | 26.10 | 27.45 | 28.84 | 30.30 | 31.82 | +1.59 | +3.18 | +5.09 | +7.00 | +8.91 |
| 57 | Digital HS Program Coord | 26.80 | 28.13 | 29.56 | 31.06 | 32.63 | +1.63 | +3.26 | +5.22 | +7.18 | +9.14 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

A 3% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4:00) p.m.

A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

| | |
|----|--------------------|
| L1 | 5% after 10 years |
| L2 | 10% after 15 years |
| L3 | 16% after 20 years |
| L4 | 22% after 25 years |
| L5 | 28% after 30 years |

Degree Stipends:

| | |
|--------------------|--|
| Associate: | \$500 annually in addition to regular placement* |
| Bachelor's: | \$750 annually in addition to regular placement* |
| Master's: | \$1,000 annually in addition to regular placement* |
| Doctorate: | \$1,200 annually in addition to regular placement* |

*Payment for the degrees earned or new hire during the school year will be pro-rated

Memorandum of Understanding
Between Newark Unified School District (District)
And the California School Employees Association and its Chapter #208 (CSEA)
April 27, 2023

The District and CSEA met and negotiated the following agreement based on the ratified contract with the Newark Teachers Association resulting in higher compensation. As such, the parties agree to the following changes to their former salary increase agreement in the collective bargaining agreement in 9.1.1 as follows:

ARTICLE 9: PAY AND ALLOWANCES

9.0 Total Compensation

9.1.1 Salary: this agreement is for years 2022-2023 and 2023-2024. Should another group receive a greater salary increase, the Parties shall reopen compensation as soon as possible.

- Effective July 1, 2022, the CSEA bargaining unit salary schedule shall be increased ongoing by ~~six point five~~ **ten** percent (~~6.5~~ **10.0%**). **Bargaining unit members who received the six point five percent (6.5%) increase in November 2022 will receive an additional, ongoing three point five percent (3.5%) increase on their original base pay (based on the February 1, 2022 salary schedule, prior to the 6.5% increase), retroactive to July 1, 2022, no later than July 31, 2023. New bargaining unit members not employed their full work year shall receive a prorated payment.** All retroactive amounts shall be paid by the second pay cycle following Board ratification.
- Effective July 1, 2023, the CSEA bargaining unit salary schedule shall be increased ongoing by ~~three point five~~ **two** percent (~~3.5~~ **2.0%**).
- **Effective January 1, 2024, the CSEA bargaining unit salary schedule shall be increased ongoing by four percent (4.0%).**

~~Bargaining unit members shall receive a one-time off schedule payment:~~

~~o 2022-2023 — 3.0% paid August 31, 2023. To be eligible a bargaining unit member must be in a paid status as of June 1, 2023.~~

~~o 2023-2024 — 3.0% paid August 30, 2024. To be eligible a bargaining unit member must be in a paid status as of June 3, 2024.~~

~~o Off-schedule payments are calculated per base salary.~~

~~o New bargaining unit members not employed their full work year shall receive a prorated payment.~~

For CSEA

DocuSigned by:
Maria Huffer
E07149B320B6454...

DocuSigned by:
Carey Sanchez Para, URR
2D0E85211D5F4C2...

DocuSigned by:
Miranda Dismore
7B327737032E43F...

DocuSigned by:
Sarah Keiser
D77843FE4F794CD...

For District

DocuSigned by:
O'Ingham Watters
DD705C0C9158455...

DocuSigned by:
Debra Romo
B0485BAA46424C5...

DocuSigned by:
Toni Stone
680B3740894B41A...

NEWARK UNIFIED SCHOOL DISTRICT

2022/2023 Classified - CSEA

Board approved 10% increase 5/18/23 effective 7/1/22

| MAINTENANCE/OPERATIONS/TRANSPORTATION (8 hours/day) | | | | | | | | | | | |
|--|-----------------------------|----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Hourly rate based on 1.00 FTE | | Longevity rate based on column E | | | | | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 42 | Custodian | 19.10 | 20.08 | 21.08 | 22.14 | 23.27 | +1.16 | +2.33 | +3.72 | +5.12 | +6.52 |
| 46 | Grounds Maintenance Worker | 21.08 | 22.14 | 23.27 | 24.45 | 25.70 | +1.29 | +2.57 | +4.11 | +5.65 | +7.20 |
| | Senior Custodian | | | | | | | | | | |
| 48 | Irrigation Specialist | 22.14 | 23.27 | 24.45 | 25.70 | 26.96 | +1.35 | +2.70 | +4.31 | +5.93 | +7.55 |
| 49 | Maintenance Specialist I | 22.67 | 23.85 | 25.07 | 26.32 | 27.68 | +1.38 | +2.77 | +4.43 | +6.09 | +7.75 |
| 52 | Storekeeper II | 24.45 | 25.70 | 26.96 | 28.35 | 29.79 | +1.49 | +2.98 | +4.77 | +6.55 | +8.34 |
| 55 | Bus Driver | 26.32 | 27.68 | 29.05 | 30.54 | 32.08 | +1.60 | +3.21 | +5.13 | +7.06 | +8.98 |
| | Software Support Specialist | | | | | | | | | | |
| 57 | Equipment Mechanic | 27.68 | 29.05 | 30.54 | 32.08 | 33.70 | +1.69 | +3.37 | +5.39 | +7.41 | +9.44 |
| | Maintenance Specialist II | | | | | | | | | | |
| 59 | HVAC Technician | 29.05 | 30.54 | 32.08 | 33.70 | 35.39 | +1.77 | +3.54 | +5.66 | +7.79 | +9.91 |
| 60 | Electrical Mechanical Tech | 29.79 | 31.30 | 32.87 | 34.55 | 36.28 | +1.81 | +3.63 | +5.80 | +7.98 | +10.16 |
| 62 | Information Technology Tech | 31.30 | 32.87 | 34.55 | 36.28 | 38.10 | +1.91 | +3.81 | +6.10 | +8.38 | +10.67 |

| FOOD SERVICE (8 hours/day) | | | | | | | | | | | |
|-----------------------------------|-------------------------------|----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | Longevity rate based on column E | | | | | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Food Service Assistant | 15.65 | 16.48 | 17.30 | 18.16 | 19.10 | +0.96 | +1.91 | +3.06 | +4.20 | +5.35 |
| 37 | Senior Food Service Assistant | 16.91 | 17.73 | 18.59 | 19.59 | 20.57 | +1.03 | +2.06 | +3.29 | +4.53 | +5.76 |
| 38 | Cook | 17.30 | 18.16 | 19.10 | 20.08 | 21.08 | +1.05 | +2.11 | +3.37 | +4.64 | +5.90 |
| 42 | Food Driver | 19.10 | 20.08 | 21.08 | 22.14 | 23.27 | +1.16 | +2.33 | +3.72 | +5.12 | +6.52 |

| INSTRUCTIONAL SUPPORT (8 hours/day) | | | | | | | | | | | |
|--|------------------------------|----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | Longevity rate based on column E | | | | | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Child Care Attendant | 15.65 | 16.48 | 17.30 | 18.16 | 19.10 | +0.96 | +1.91 | +3.06 | +4.20 | +5.35 |
| 37 | Classroom Aide | 16.91 | 17.73 | 18.59 | 19.59 | 20.57 | +1.03 | +2.06 | +3.29 | +4.53 | +5.76 |
| | Lead Child Care Attendant I | | | | | | | | | | |
| 38 | Special Education Aide I | 17.30 | 18.16 | 19.10 | 20.08 | 21.08 | +1.05 | +2.11 | +3.37 | +4.64 | +5.90 |
| 39 | Bilingual Classroom Aide | 17.73 | 18.59 | 19.59 | 20.57 | 21.59 | +1.08 | +2.16 | +3.45 | +4.75 | +6.05 |
| | Campus Monitor Secondary | | | | | | | | | | |
| 40 | Special Education Aide II | 18.16 | 19.10 | 20.08 | 21.08 | 22.14 | +1.11 | +2.21 | +3.54 | +4.87 | +6.20 |
| 41 | Lead Child Care Attendant II | 18.59 | 19.59 | 20.57 | 21.59 | 22.67 | +1.13 | +2.27 | +3.63 | +4.99 | +6.35 |
| 43 | EL Program Liaison | 19.59 | 20.57 | 21.59 | 22.67 | 23.85 | +1.19 | +2.39 | +3.82 | +5.25 | +6.68 |
| | Library Clerk | | | | | | | | | | |
| 52 | Speech Pathology Assistant | 24.45 | 25.70 | 26.96 | 28.35 | 29.79 | +1.49 | +2.98 | +4.77 | +6.55 | +8.34 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

A 3% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4:00) p.m.

A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

- L1 5% after 10 years
- L2 10% after 15 years
- L3 16% after 20 years
- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

- Associate:** \$500 annually in addition to regular placement*
- Bachelor's:** \$750 annually in addition to regular placement*
- Master's:** \$1,000 annually in addition to regular placement*
- Doctorate:** \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated
Limit one stipend for the highest degree earned

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Classified - CSEA

Board approved 10% increase 5/18/23 effective 7/1/22

| CLERICAL (7.5 hours/day) | | | | | | | | | | | |
|-------------------------------|---|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 38 | Office Clerk | 17.30 | 18.16 | 19.10 | 20.08 | 21.08 | +1.05 | +2.11 | +3.37 | +4.64 | +5.90 |
| 42 | School Secretary I | 19.10 | 20.08 | 21.08 | 22.14 | 23.27 | +1.16 | +2.33 | +3.72 | +5.12 | +6.52 |
| 43 | IMC Clerk Staff Secretary I | 19.59 | 20.57 | 21.59 | 22.67 | 23.85 | +1.19 | +2.39 | +3.82 | +5.25 | +6.68 |
| 46 | School Community Liaison School Secretary II Substitute Placement Clerk | 21.08 | 22.14 | 23.27 | 24.45 | 25.70 | +1.29 | +2.57 | +4.11 | +5.65 | +7.20 |
| 47 | Account Technician Clerk, Human Resources IMC Technician Offset Press Operator Staff Secretary II | 21.59 | 22.67 | 23.85 | 25.07 | 26.32 | +1.32 | +2.63 | +4.21 | +5.79 | +7.37 |
| 49 | Office Manager Elementary Office Mgr Alternative Program | 22.67 | 23.85 | 25.07 | 26.32 | 27.68 | +1.38 | +2.77 | +4.43 | +6.09 | +7.75 |
| 51 | Administrative Secretary College & Career Program Spec Office Manager Adult Sch 11M | 23.85 | 25.07 | 26.32 | 27.68 | 29.05 | +1.45 | +2.91 | +4.65 | +6.39 | +8.13 |
| 52 | Payroll Technician | 24.45 | 25.70 | 26.96 | 28.35 | 29.79 | +1.49 | +2.98 | +4.77 | +6.55 | +8.34 |
| 54 | Student Development Technician | 25.70 | 26.96 | 28.35 | 29.79 | 31.30 | +1.57 | +3.13 | +5.01 | +6.89 | +8.76 |
| 55 | CNS Technician District Accountant | 26.32 | 27.68 | 29.05 | 30.54 | 32.08 | +1.60 | +3.21 | +5.13 | +7.06 | +8.98 |
| 56 | Assessment Technician | 26.96 | 28.35 | 29.79 | 31.30 | 32.87 | +1.64 | +3.29 | +5.26 | +7.23 | +9.20 |
| 57 | Digital HS Program Coord | 27.68 | 29.05 | 30.54 | 32.08 | 33.70 | +1.69 | +3.37 | +5.39 | +7.41 | +9.44 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

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A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

- L1 5% after 10 years
- L2 10% after 15 years
- L3 16% after 20 years
- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

Associate: \$500 annually in addition to regular placement*

Bachelor's: \$750 annually in addition to regular placement*

Master's: \$1,000 annually in addition to regular placement*

Doctorate: \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated
Limit one stipend for the highest degree earned

NEWARK UNIFIED SCHOOL DISTRICT

2023/2024 Classified - CSEA

Board approved 2% increase 5/18/23 effective 7/1/23

| MAINTENANCE/OPERATIONS/TRANSPORTATION (8 hours/day) | | | | | | | | | | | |
|--|---|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|--------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 42 | Custodian | 19.48 | 20.48 | 21.50 | 22.58 | 23.74 | +1.19 | +2.37 | +3.80 | +5.22 | +6.65 |
| 46 | Grounds Maintenance Worker Senior Custodian | 21.50 | 22.58 | 23.74 | 24.94 | 26.21 | +1.31 | +2.62 | +4.19 | +5.77 | +7.34 |
| 48 | Irrigation Specialist | 22.58 | 23.74 | 24.94 | 26.21 | 27.50 | +1.38 | +2.75 | +4.40 | +6.05 | +7.70 |
| 49 | Maintenance Specialist I | 23.12 | 24.33 | 25.57 | 26.85 | 28.23 | +1.41 | +2.82 | +4.52 | +6.21 | +7.90 |
| 52 | Storekeeper II | 24.94 | 26.21 | 27.50 | 28.92 | 30.39 | +1.52 | +3.04 | +4.86 | +6.69 | +8.51 |
| 55 | Bus Driver Software Support Specialist | 26.85 | 28.23 | 29.63 | 31.15 | 32.72 | +1.64 | +3.27 | +5.24 | +7.20 | +9.16 |
| 57 | Equipment Mechanic Maintenance Specialist II | 28.23 | 29.63 | 31.15 | 32.72 | 34.37 | +1.72 | +3.44 | +5.50 | +7.56 | +9.62 |
| 59 | HVAC Technician | 29.63 | 31.15 | 32.72 | 34.37 | 36.10 | +1.81 | +3.61 | +5.78 | +7.94 | +10.11 |
| 60 | Electrical Mechanical Tech | 30.39 | 31.93 | 33.53 | 35.24 | 37.01 | +1.85 | +3.70 | +5.92 | +8.14 | +10.36 |
| 62 | Information Technology Tech | 31.93 | 33.53 | 35.24 | 37.01 | 38.86 | +1.94 | +3.89 | +6.22 | +8.55 | +10.88 |

| FOOD SERVICE (8 hours/day) | | | | | | | | | | | |
|-----------------------------------|-------------------------------|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Food Service Assistant | 15.96 | 16.81 | 17.65 | 18.52 | 19.48 | +0.97 | +1.95 | +3.12 | +4.29 | +5.45 |
| 37 | Senior Food Service Assistant | 17.25 | 18.08 | 18.96 | 19.98 | 20.98 | +1.05 | +2.10 | +3.36 | +4.62 | +5.87 |
| 38 | Cook | 17.65 | 18.52 | 19.48 | 20.48 | 21.50 | +1.08 | +2.15 | +3.44 | +4.73 | +6.02 |
| 42 | Food Driver | 19.48 | 20.48 | 21.50 | 22.58 | 23.74 | +1.19 | +2.37 | +3.80 | +5.22 | +6.65 |

| INSTRUCTIONAL SUPPORT (8 hours/day) | | | | | | | | | | | |
|--|--|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Child Care Attendant | 15.96 | 16.81 | 17.65 | 18.52 | 19.48 | +0.97 | +1.95 | +3.12 | +4.29 | +5.45 |
| 37 | Classroom Aide Lead Child Care Attendant I | 17.25 | 18.08 | 18.96 | 19.98 | 20.98 | +1.05 | +2.10 | +3.36 | +4.62 | +5.87 |
| 38 | Special Education Aide I | 17.65 | 18.52 | 19.48 | 20.48 | 21.50 | +1.08 | +2.15 | +3.44 | +4.73 | +6.02 |
| 39 | Bilingual Classroom Aide Campus Monitor Secondary | 18.08 | 18.96 | 19.98 | 20.98 | 22.02 | +1.10 | +2.20 | +3.52 | +4.84 | +6.17 |
| 40 | Special Education Aide II | 18.52 | 19.48 | 20.48 | 21.50 | 22.58 | +1.13 | +2.26 | +3.61 | +4.97 | +6.32 |
| 41 | Lead Child Care Attendant II | 18.96 | 19.98 | 20.98 | 22.02 | 23.12 | +1.16 | +2.31 | +3.70 | +5.09 | +6.47 |
| 43 | EL Program Liaison Library Clerk | 19.98 | 20.98 | 22.02 | 23.12 | 24.33 | +1.22 | +2.43 | +3.89 | +5.35 | +6.81 |
| 52 | Speech Pathology Assistant | 24.94 | 26.21 | 27.50 | 28.92 | 30.39 | +1.52 | +3.04 | +4.86 | +6.69 | +8.51 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

A 3% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4:00) p.m.

A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

- L1 5% after 10 years
- L2 10% after 15 years
- L3 16% after 20 years
- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

Associate: \$500 annually in addition to regular placement*

Bachelor's: \$750 annually in addition to regular placement*

Master's: \$1,000 annually in addition to regular placement*

Doctorate: \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated
Limit one stipend for the highest degree earned

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Classified - CSEA

Board approved 2% increase 5/18/23 effective 7/1/23

| CLERICAL (7.5 hours/day) | | | | | | | | | | | |
|-------------------------------|--|----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | Longevity rate based on column E | | | | | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 38 | Office Clerk | 17.65 | 18.52 | 19.48 | 20.48 | 21.50 | +1.08 | +2.15 | +3.44 | +4.73 | +6.02 |
| 42 | School Secretary I | 19.48 | 20.48 | 21.50 | 22.58 | 23.74 | +1.19 | +2.37 | +3.80 | +5.22 | +6.65 |
| 43 | IMC Clerk Staff Secretary I | 19.98 | 20.98 | 22.02 | 23.12 | 24.33 | +1.22 | +2.43 | +3.89 | +5.35 | +6.81 |
| 46 | DO Staff Secretary I, Bilingual School Community Liaison School Secretary II | 21.50 | 22.58 | 23.74 | 24.94 | 26.21 | +1.31 | +2.62 | +4.19 | +5.77 | +7.34 |
| 47 | Account Technician Clerk, Human Resources IMC Technician Offset Press Operator Staff Secretary II | 22.02 | 23.12 | 24.33 | 25.57 | 26.85 | +1.34 | +2.69 | +4.30 | +5.91 | +7.52 |
| 49 | Office Manager Elementary Office Mgr Alternative Program | 23.12 | 24.33 | 25.57 | 26.85 | 28.23 | +1.41 | +2.82 | +4.52 | +6.21 | +7.90 |
| 51 | Administrative Secretary College & Career Program Spec Generalist, Human Resources Office Manager Adult Sch 11M | 24.33 | 25.57 | 26.85 | 28.23 | 29.63 | +1.48 | +2.96 | +4.74 | +6.52 | +8.30 |
| 52 | Payroll Technician | 24.94 | 26.21 | 27.50 | 28.92 | 30.39 | +1.52 | +3.04 | +4.86 | +6.69 | +8.51 |
| 54 | Student Development Technician | 26.21 | 27.50 | 28.92 | 30.39 | 31.93 | +1.60 | +3.19 | +5.11 | +7.02 | +8.94 |
| 55 | CNS Technician District Accountant | 26.85 | 28.23 | 29.63 | 31.15 | 32.72 | +1.64 | +3.27 | +5.24 | +7.20 | +9.16 |
| 56 | Assessment Technician Technician, Human Resources | 27.50 | 28.92 | 30.39 | 31.93 | 33.53 | +1.68 | +3.35 | +5.36 | +7.38 | +9.39 |
| 57 | Digital HS Program Coord | 28.23 | 29.63 | 31.15 | 32.72 | 34.37 | +1.72 | +3.44 | +5.50 | +7.56 | +9.62 |

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Shift Differential:

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A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

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Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

- L1 5% after 10 years
- L2 10% after 15 years
- L3 16% after 20 years
- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

- Associate:** \$500 annually in addition to regular placement*
- Bachelor's:** \$750 annually in addition to regular placement*
- Master's:** \$1,000 annually in addition to regular placement*
- Doctorate:** \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated
Limit one stipend for the highest degree earned

NEWARK UNIFIED SCHOOL DISTRICT

2023/2024 Classified - CSEA

Board approved 4% increase 5/18/23 effective 1/1/24

| MAINTENANCE/OPERATIONS/TRANSPORTATION (8 hours/day) | | | | | | | | | | | |
|---|---|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|--------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 42 | Custodian | 20.26 | 21.30 | 22.36 | 23.48 | 24.69 | +1.23 | +2.47 | +3.95 | +5.43 | +6.91 |
| 46 | Grounds Maintenance Worker Senior Custodian | 22.36 | 23.48 | 24.69 | 25.94 | 27.26 | +1.36 | +2.73 | +4.36 | +6.00 | +7.63 |
| 48 | Irrigation Specialist | 23.48 | 24.69 | 25.94 | 27.26 | 28.60 | +1.43 | +2.86 | +4.58 | +6.29 | +8.01 |
| 49 | Maintenance Specialist I | 24.04 | 25.30 | 26.59 | 27.92 | 29.36 | +1.47 | +2.94 | +4.70 | +6.46 | +8.22 |
| 52 | Storekeeper II | 25.94 | 27.26 | 28.60 | 30.08 | 31.61 | +1.58 | +3.16 | +5.06 | +6.95 | +8.85 |
| 55 | Bus Driver Software Support Specialist | 27.92 | 29.36 | 30.82 | 32.40 | 34.03 | +1.70 | +3.40 | +5.44 | +7.49 | +9.53 |
| 57 | Equipment Mechanic Maintenance Specialist II | 29.36 | 30.82 | 32.40 | 34.03 | 35.74 | +1.79 | +3.57 | +5.72 | +7.86 | +10.01 |
| 59 | HVAC Technician | 30.82 | 32.40 | 34.03 | 35.74 | 37.54 | +1.88 | +3.75 | +6.01 | +8.26 | +10.51 |
| 60 | Electrical Mechanical Tech | 31.61 | 33.21 | 34.87 | 36.65 | 38.49 | +1.92 | +3.85 | +6.16 | +8.47 | +10.78 |
| 62 | Information Technology Tech | 33.21 | 34.87 | 36.65 | 38.49 | 40.41 | +2.02 | +4.04 | +6.47 | +8.89 | +11.31 |

| FOOD SERVICE (8 hours/day) | | | | | | | | | | | |
|-------------------------------|-------------------------------|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Food Service Assistant | 16.60 | 17.48 | 18.36 | 19.26 | 20.26 | +1.01 | +2.03 | +3.24 | +4.46 | +5.67 |
| 37 | Senior Food Service Assistant | 17.94 | 18.80 | 19.72 | 20.78 | 21.82 | +1.09 | +2.18 | +3.49 | +4.80 | +6.11 |
| 38 | Cook | 18.36 | 19.26 | 20.26 | 21.30 | 22.36 | +1.12 | +2.24 | +3.58 | +4.92 | +6.26 |
| 42 | Food Driver | 20.26 | 21.30 | 22.36 | 23.48 | 24.69 | +1.23 | +2.47 | +3.95 | +5.43 | +6.91 |

| INSTRUCTIONAL SUPPORT (8 hours/day) | | | | | | | | | | | |
|-------------------------------------|--|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|
| Hourly rate based on 1.00 FTE | | | | | | Longevity rate based on column E | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 34 | Child Care Attendant | 16.60 | 17.48 | 18.36 | 19.26 | 20.26 | +1.01 | +2.03 | +3.24 | +4.46 | +5.67 |
| 37 | Classroom Aide Lead Child Care Attendant I | 17.94 | 18.80 | 19.72 | 20.78 | 21.82 | +1.09 | +2.18 | +3.49 | +4.80 | +6.11 |
| 38 | Special Education Aide I | 18.36 | 19.26 | 20.26 | 21.30 | 22.36 | +1.12 | +2.24 | +3.58 | +4.92 | +6.26 |
| 39 | Bilingual Classroom Aide Campus Monitor Secondary | 18.80 | 19.72 | 20.78 | 21.82 | 22.90 | +1.15 | +2.29 | +3.66 | +5.04 | +6.41 |
| 40 | Special Education Aide II | 19.26 | 20.26 | 21.30 | 22.36 | 23.48 | +1.17 | +2.35 | +3.76 | +5.17 | +6.57 |
| 41 | Lead Child Care Attendant II | 19.72 | 20.78 | 21.82 | 22.90 | 24.04 | +1.20 | +2.40 | +3.85 | +5.29 | +6.73 |
| 43 | EL Program Liaison Library Clerk | 20.78 | 21.82 | 22.90 | 24.04 | 25.30 | +1.27 | +2.53 | +4.05 | +5.57 | +7.08 |
| 52 | Speech Pathology Assistant | 25.94 | 27.26 | 28.60 | 30.08 | 31.61 | +1.58 | +3.16 | +5.06 | +6.95 | +8.85 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

A 3% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4:00) p.m.

A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

Maximum of 10 increments: \$0.40 per hour upon completion of required academic courses for each increment 1-8; \$0.50 per hour upon completion of increment 9 or 10

Food Service Growth Step:

\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

- L1 5% after 10 years
- L2 10% after 15 years
- L3 16% after 20 years
- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

- Associate:** \$500 annually in addition to regular placement*
- Bachelor's:** \$750 annually in addition to regular placement*
- Master's:** \$1,000 annually in addition to regular placement*
- Doctorate:** \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated
Limit one stipend for the highest degree earned

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Classified - CSEA

Board approved 4% increase 5/18/23 effective 1/1/24

| CLERICAL (7.5 hours/day) | | | | | | | | | | | |
|-------------------------------|--|----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Hourly rate based on 1.00 FTE | | Longevity rate based on column E | | | | | | | | | |
| Range | Classification | A | B | C | D | E | L1 | L2 | L3 | L4 | L5 |
| 38 | Office Clerk | 18.36 | 19.26 | 20.26 | 21.30 | 22.36 | +1.12 | +2.24 | +3.58 | +4.92 | +6.26 |
| 42 | School Secretary I | 20.26 | 21.30 | 22.36 | 23.48 | 24.69 | +1.23 | +2.47 | +3.95 | +5.43 | +6.91 |
| 43 | IMC Clerk Staff Secretary I | 20.78 | 21.82 | 22.90 | 24.04 | 25.30 | +1.27 | +2.53 | +4.05 | +5.57 | +7.08 |
| 46 | DO Staff Secretary I, Bilingual School Community Liaison School Secretary II | 22.36 | 23.48 | 24.69 | 25.94 | 27.26 | +1.36 | +2.73 | +4.36 | +6.00 | +7.63 |
| 47 | Account Technician Clerk, Human Resources IMC Technician Offset Press Operator Staff Secretary II | 22.90 | 24.04 | 25.30 | 26.59 | 27.92 | +1.40 | +2.79 | +4.47 | +6.14 | +7.82 |
| 49 | Office Manager Elementary Office Mgr Alternative Program | 24.04 | 25.30 | 26.59 | 27.92 | 29.36 | +1.47 | +2.94 | +4.70 | +6.46 | +8.22 |
| 51 | Administrative Secretary College & Career Program Spec Generalist, Human Resources Office Manager Adult Sch 11M | 25.30 | 26.59 | 27.92 | 29.36 | 30.82 | +1.54 | +3.08 | +4.93 | +6.78 | +8.63 |
| 52 | Payroll Technician | 25.94 | 27.26 | 28.60 | 30.08 | 31.61 | +1.58 | +3.16 | +5.06 | +6.95 | +8.85 |
| 54 | Student Development Technician | 27.26 | 28.60 | 30.08 | 31.61 | 33.21 | +1.66 | +3.32 | +5.31 | +7.31 | +9.30 |
| 55 | CNS Technician District Accountant | 27.92 | 29.36 | 30.82 | 32.40 | 34.03 | +1.70 | +3.40 | +5.44 | +7.49 | +9.53 |
| 56 | Assessment Technician Technician, Human Resources | 28.60 | 30.08 | 31.61 | 33.21 | 34.87 | +1.74 | +3.49 | +5.58 | +7.67 | +9.76 |
| 57 | Digital HS Program Coord | 29.36 | 30.82 | 32.40 | 34.03 | 35.74 | +1.79 | +3.57 | +5.72 | +7.86 | +10.01 |

Due to rounding in the automated payroll system, rates shown on this schedule may not be exact figures and are being provided for general purposes only.

Shift Differential:

A 3% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with one-half (1/2) or more of regularly assigned hours after four (4:00) p.m.

A 5% shift differential will be paid at whatever step of the unit member's range during the period of September 1 through June 30 of each year to all unit members who have an assignment with the majority of regularly assigned hours after (12:00) midnight and prior to seven (7:00) a.m.

Professional Growth Step:

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\$0.20 per hour for previously earned growth steps and for ServSafe Certification

Longevity:

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- L4 22% after 25 years
- L5 28% after 30 years

Degree Stipends:

Associate: \$500 annually in addition to regular placement*

Bachelor's: \$750 annually in addition to regular placement*

Master's: \$1,000 annually in addition to regular placement*

Doctorate: \$1,200 annually in addition to regular placement*

*Payment for the degrees earned or new hire during the school year will be pro-rated
Limit one stipend for the highest degree earned

VOLUNTEERS

The district has 14 sites. They are:

| | |
|--------------------------|-----------------|
| Birch Grove Primary | Snow |
| Birch Grove Intermediate | NJHS |
| Coyote Hills Elementary | NMHS |
| Kennedy | MacGregor |
| Lincoln | Whiteford |
| Musick | District Office |
| Schilling | MOT/WH/CNS |

The District agrees that no more than a total of 42 volunteer days will be utilized by the District during the term of this contact. Each site will be entitled to 3 days of volunteer day service. In the event that some sites do not utilize all of its 3 volunteer days, those days may be transferred to one of the remaining sites if approved by the Association. When work crew supervision is deemed necessary by the District, it will be provided by unit members designated by the Association. These days will be days in which the District Office is not open. No work is to be performed in an area that has personnel on a lay-off list. The Association shall attempt to provide supervision services whose training most closely related to the task planned by the volunteers.

The Association and the District agree to use the form that delineates the volunteer services to be performed, the time and location of the service, the approximate number of volunteers anticipated, the administrator or certificated employee who will be in charge and other such related needs. Such form shall be submitted to the Association at least two weeks in advance.

NEWARK UNIFIED SCHOOL DISTRICT

Volunteer Work Day

Instructions:

- 1- List all work to be performed during the day.
- 2- All signatures must be obtained before work may begin.
- 3- Submit the form at least two (2) weeks prior to the work day.
Please note that the use of power equipment such as lawn mowers, tillers, chain saws, etc. is not allowed.
- 4-

Order of approval :

(All three must approve before work commences)

- 1- Site Administrator
- 2- Director of MOT
- 3- CSEA Representative

Site: _____

Date: _____
Volunteer Work Day/Time

Estimated Number of Volunteers _____

Description of work to be performed:

- 1- _____
- 2- _____
- 3- _____
- 4- _____
- 5- _____
- 6- _____
- 7- _____

Site Administrator Comments: _____

Director MOT Comments: _____

CSEA Comments: _____

Volunteer Contact Person: _____ **Phone:** _____

| | Date | Approve | Disapprove |
|----------------------------|------|---------|------------|
| Site Administrator: | | | |
| Director MOT: | | | |
| CSEA Rep: | | | |

Letter of appreciation sent (check when completed)

cc: Chief Business Official

Return to Work Program Agreement

CSEA and District

1. The Return to Work Program is designed for employees who are on industrial injury of illness leave and who have clearance from their doctor to participate. Any employee on non-industrial injury or illness, who has clearance from their doctor to participate, shall also be allowed to participate in the program.
2. While on a bridge job an employee will receive their regular rate of pay.
3. No employee participating in this program shall be allowed to perform any work in an area in which there are employees who are on layoff and who have return rights from layoff. Employee participation in this program shall not result in the reduction of current employees' hours.
4. Seniority will continue in this person's regular assigned classification.
5. No person on a bridge job will be evaluated on the performance of those duties.
6. A unit member who has been cleared by their doctor to participate in the District's Return to Work Program and refuses to participate will be reported to the District's Worker Compensation Administrator if the injury is an industrial injury and the unit member's Temporary Disability benefits would cease. Then a unit member's accrued sick leave would be used. If the injury is non-industrial and the unit member refuses to participate in the Return to Work program, then the District shall count their absence as without pay and may begin disciplinary steps against the employee.

DRUG & ALCOHOL TESTING
AGREEMENT
NUSD AND CSEA
12/11/95

A. APPLICATION

The provisions of this article apply only to workers whose duties include the driving of a commercial motor vehicle where a class A or class B driver's license is required.

Current unit classifications with such duties include:

Equipment Mechanic
Mechanic Assistant

Other persons who drive vehicles designed to transport 16 or more passengers, including the driver, are likewise subject to the drug and alcohol testing program (49 CFR 382.301).

B. NOTICE

1. All drivers subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-accident, random, return to duty and follow-up testing while on duty. The notice shall state that the only such tests required by the employer are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

2. Prior to being notified of testing, an employee who feels he/she has a problem with alcohol or drug abuse shall, upon verification of such problem by a medical doctor or other substance abuse professional, be given an unpaid leave of absence of up to six (6) months for treatment of the substance abuse.

The employee shall provide the District with proof of enrollment in a treatment program if requested to do so.

The employee shall be able to use all accumulated paid leave before being placed on unpaid leave. Upon returning to work, the employee shall be subject to unannounced follow-up testing for a period of twelve (12) months.

A positive alcohol test (0.04 or above) or a positive drug test shall be grounds for discipline under the District's discipline policy.,

C.

REASONABLE SUSPICION TESTING

1. A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.

2. The observations must be made by a supervisor who has received at least one hour of training in identifying indicators of probable alcohol misuse plus at least one hour of training in identifying indicators of probable controlled substance use.

3. If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation

of another supervisor or administrator similarly trained.

4. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.

5. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

6. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The driver will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

7. A written record of the reasonable suspicion observations, dated and signed by all supervisors making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the driver when the results of the test are released.

8. No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

D.

POST-ACCIDENT TESTING

1. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life.

2. No post-accident test for alcohol will be given more than eight hours after the accident. No post-accident test for controlled substances will be given more than 32 hours after the accident.

3. Prior to driving, all drivers shall be given necessary post-accident information, procedures and instructions by the employer.

E.

RANDOM TESTING

1. The annual percentage rate for random alcohol testing is 25% of the average number of driver positions. The annual percentage rate for random controlled substance testing is 50% of the average number of driver positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (see 49 CFR 382.305, subd, (a).)

2. The pool of persons subject to random testing shall include all persons, including persons not represented by CSEA, who actually drive a commercial motor vehicle for the employer, where a class A or class B license is required, during the month when the random selection occurs. Drivers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing. Nor will any person be allowed to begin any leave after notification of the date and time of the random test.

3. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

F.

TESTING PROCEDURES

All tests for alcohol or controlled substances must comply with the requirements for such tests set

forth in Title 49 of the Code of Federal Regulations, part 40. In addition:

1. the immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.

2. The testing facility and laboratory shall be:

WASHINGTON HEALTHGUARD CLINIC.

G.

POSITIVE TESTS

1. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

2. A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must comply with cut-off levels required by FHWA regulation.

3. No positive test for controlled substances shall be reported to the employer until after:

- a. The medical review officer has contacted the driver directly, on a confidential basis, and given the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence:

- b. The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic

laboratory, certified by the Department of Health and Human Services; and

c. The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

d. If the remainder of the split sample is found to be positive, the employee will pay for the test. If the remainder of the split sample is found to be negative, the employer will pay for the test.

4. If the medical review officer concludes that there is a legitimate explanation of the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.

5. The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the drivers employer.

H.

EFFECTS OF A POSITIVE TEST

1. If the positive test is an alcohol test showing an alcohol concentration of 0.02 or greater but less than 0.04, the driver will be assigned to duties that are not safety sensitive for a period of 24 hours. The driver shall return to regular duty at the end of this 24-hour period. The employer shall take no other action against a driver based solely on alcohol concentration of 0.02 or greater but less than 0.04.

2. For all other positive tests, the driver shall be evaluated by a substance abuse professional, agreed upon by the parties, who shall determine

what assistance, if any, is needed to resolve alcohol or controlled substance problems. Upon report of a positive test for alcohol or controlled substances (0.04 or above for alcohol) the employee will be immediately relieved of safety-sensitive duties and placed on a leave of absence pending an investigation by the District and a report to the Superintendent regarding recommended action.

3. Drivers who test positive (0.04 or above) for alcohol or drugs may be subject to disciplinary action up to and including dismissal.

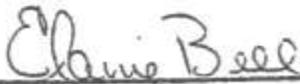
I. MISCELLANEOUS

1. Drivers will receive their regular pay for time required to take the tests specified in this article. The employer will pay for these tests.

2. The parties agree to treat all test results as confidential medical records.

3. All drivers subject to this article shall receive information on alcohol misuse and controlled substance use. In addition, all CSEA stewards at the drivers' work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.


Sue Eustice, CSEA, Local 208


Elaine Bell, Director,
Personnel Services

ADDENDUM E

| Newark Unified School District Classified Employee Performance Report | | | |
|---|--|---------|---|
| Purpose: <ul style="list-style-type: none"> • To promote the growth and development of the district's classified staff • To provide a uniform system for the evaluation of classified personnel and a record of performance and achievement • To provide a two-way communication between employee and supervisor | | | |
| Employee: | | Report: | <input type="checkbox"/> Permanent |
| Classification: | | | <input type="checkbox"/> Probationary 2nd month |
| Evaluator: | | | <input type="checkbox"/> Probationary 5th month |
| Location: | | | |

| Section A - Performance Checklist | | A - Exceeds Standards | B - Meets Standards | C - Requires Improvement | D - Not Satisfactory |
|------------------------------------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Work Habits | | | | | |
| 1 | Observance of Work Hours | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Attendance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Compliance with work related procedures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Use of time | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Operation and care of equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Work Performance | | | | | |
| 6 | Knowledge of work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Judgment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | Planning and organizing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | Demonstrated job skill level | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Quality of work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Volume of work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Compliance with safety practices | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adaptability and Initiative | | | | | |
| 13 | Accepts job responsibility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | Adapts to change | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | Effectiveness under time constraints | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 | Initiative/resourcefulness | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | Dependability | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Relationships with People | | | | | |
|---------------------------|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 18 | Pupil contacts (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19 | Employee contacts | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20 | Public contacts (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21 | Contact with supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Leadership | | | | | |
| 22 | Assists other employees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23 | Sets example | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 24 | Checks output | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 25 | Schedules Work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 26 | Fulfills time commitments | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section B - Record job strengths and superior performance.

Section C - Record specific work performance deficiencies or job behavior requiring improvement or correction (explain checkboxes in column "C - Requires Improvement" and "D - Not Satisfactory"). List dates deficiencies were discussed.

| | |
|---|---------------------------|
| Summary Evaluation of Overall Performance: | Employee Comments: |
| <input type="checkbox"/> Exceeds standards | |
| <input type="checkbox"/> Meets standards | |
| <input type="checkbox"/> Requires Improvement | |
| <input type="checkbox"/> Not satisfactory | |

Employee comments attached: Yes No

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

*My signature acknowledges that I have seen and discussed the contents of this document. My signature does not necessarily constitute agreement with the content.

| Newark Unified School District Classified Employee Goal Setting Form | | | |
|---|--|------------------------------|---|
| Purpose: <ul style="list-style-type: none"> • To promote the growth and development of the district's classified staff • To provide a uniform system for the evaluation of classified personnel and a record of performance and achievement • To provide a two-way communication between employee and supervisor | | | |
| Employee: | | Status: | <input type="checkbox"/> Permanent |
| Evaluator: | | | <input type="checkbox"/> Probationary 2nd month |
| Classification: | | | <input type="checkbox"/> Probationary 5th month |
| Location: | | | |
| Date of Beginning of Year Meeting: | | Date of End of Year Meeting: | |

| |
|---|
| Section A - Record employee's goals to be met at the end of this evaluation period. |
| |

| |
|---|
| Section B - Record progress achieved in attaining previously set goals. |
| |

| |
|---|
| Section C - If goals have not been met, include any factors outside the employee's control that may have affected their ability to meet assigned goals. |
| |

| |
|--|
| Section D - Record employee's goals to be met by the next evaluation period. |
| |

| | |
|--|--------------------|
| Overall Yearly Rating: | Employee Comments: |
| <input type="checkbox"/> Exceeding Goals | |
| <input type="checkbox"/> Meeting Goals | |
| <input type="checkbox"/> Working Towards Goals | |

Employee comments attached: Yes No

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

*My signature acknowledges that I have seen and discussed the contents of this document. My signature does not necessarily constitute agreement with the content.

DISTRICT SPECIALIZED TRAINING/CERTIFICATION

- A. CPR – employees who are required to be CPR trained shall have the class paid for by the district.
- B. Crisis Prevention Intervention (CPI) – employees who are required to be CPI trained, shall have the class paid for by the District.

The District will make every effort to provide CPR and CPI training. In the event the District is unable to provide a training and certification is required, the employee will be provided a list of approved certification classes at the expense of the District.

Agreement of Understanding
No Child Left Behind (NCLB) Act – Elementary and Secondary Education Act (ESEA)

The Newark Unified School District and CSEA Chapter #208 (hereafter collectively referred to as “the parties”) agree to the following provisions concerning the No Child Left Behind Act (NCLBA).

The NCLBA provides that Para educators working in school receiving Title 1 monies must meet certain educational requirements by January 8, 2006. The baseline requirement is that each person must hold a secondary school diploma or equivalent. A GED certificate will suffice in place of a diploma. In addition, those who do not hold an A.A. or higher degree in any subject must pass a rigorous test in order to continue in their positions beyond that date.

The parties agree that the following procedures will be used for Para educator testing under the NCLBA:

1. The District shall identify all para educators in Title I school affected by the NCLBA and provide a list to CSEA by May 31, 2004.
2. The District shall notify all Para educators affected by the NCLBA of the laws, requirements and testing procedures by October 1, 2004.
3. The test to be used will be provided by the Alameda County Office of Education (ACOE), Cooperative Organization for the Development of Employee Selection Procedure (CODESP). The test will be in four sections (math, Language arts, and ability to assist with instruction). There will be 51 math questions, 37 language arts, and 22 teaching skills. All questions will be multiple choice, except for one essay questions where each para education will choose one of two topics to write on. All Para educators will take the same initial test. There will be different, second version for those who later re-take one or more sections of the test.
4. The passing percentage is approximately 70% for each section (36 Math answers, 26 language arts, and 16 teaching skills). All four sections must be passed. Para educator may re-take any section on which they are unsuccessful the first time. There shall be no limit to the number of times the test may be taken, or how frequently it may be taken. There shall be no cost to the Para educators taking the test.
5. The test will be offered frequently. The testing schedule will be widely publicized throughout the District by flyers and/or postings.
6. The District shall make available the tutorial program designed specifically for the exam by CODESP prior to testing, or at any testing. Para educators may take the tutorial program prior to testing, or at any time following testing if unsuccessful on one or more sections of the test.
7. The district agrees that it will make every effort to place any educator who is displaced by the NCLBA. In the event a Para educator cannot be placed, the District agrees to notify CSEA so the parties can meet and negotiate the effects of said displacement.

8. If a position becomes vacant at a Title I school due to this process, positions will be filled from within the bargaining unit whenever possible following CSEA Transfer Article 13. The employees applying must meet NCLBA requirements.
9. If any other bargaining unit receives compensation for meeting the requirements of NCLBA, classified employees will receive the same.
10. Because any paraeducation hired in the district can be assigned to any of our school (Title I or non-Title I), all paraeducator must meet the requirements as outlined above.

**Newark Unified School District
And the California School Employees Association
And its Chapter #208**

**Memorandum of Understanding
Employee Use of Technology**

Terms and Conditions: This Memorandum of Understanding is entered into by and between the Newark Unified School District (hereinafter, "District") and the California School Employees Association and its Newark Chapter #208 (hereinafter, "Association") as a result of the increased use of technology at work and during remote work arrangements.

1. All bargaining unit members shall be provided a copy of Board Policy 4040 Employee Use of Technology and Administrative Regulation 4040 User Obligations and Responsibilities.
2. The intent and purpose of the Acceptable Use Agreement regarding Board Policy 4040 Employee Use of Technology is to acknowledge the expectations regarding responsible use of District technology by employees.
3. The District shall provide training to employees annually on acceptable use including expectations regarding rights to privacy and the use of personal devices at least one week prior to requiring return of the signed Acceptable Use Agreement.
4. If a serious violation of the law, board policy or administrative regulation is reported, technology monitoring or recording may be used to confirm or refute or any allegations of misconduct, and the data gathered, may be evidence in the disciplinary process.
5. If technology monitoring or recording is to be used in an employee discipline situation, a bargaining unit member or the Association may request to view the data. Management shall provide time to review the available data within four workdays of the request.
6. Human Resources Department agrees to oversee the implementation of this agreement and will investigate any concerns raised regarding employee use of technology, proper discipline standards, or work environment safety concerns.
7. The Acceptable Use Agreement is not a waiver of employee Constitutional rights to privacy regarding employees' personal devices.
8. Disagreements arising from the enforcement of this agreement shall be referred to Article 20 - GRIEVANCE PROCEDURE outlined in the parties' collective bargaining agreement.
9. Term: This agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2023 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2021, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2023, the provisions of this Agreement shall remain in effect

until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.

10. This Agreement is subject to the procedures required by CSEA Policy 610.

Date 01-21-2021

Date 01-11-2021

For CSEA

For Newark USD

Sue Eustice
Sue Eustice, #208 Chapter President
Human Resources Director

Michael Martinez
Michael Martinez, Interim Assistant Superintendent

Carey Sanchez Para
Carey Sanchez Para, CSEA Labor
Relations Representative

Debbie Romero
Debbie Romero, Human Resources Manager--Classified

**Newark Unified School District
And the California School Employees Association
And its Chapter #208**

**Memorandum of Understanding
Use of Video Camera Monitoring
February 20, 2020**

Terms and Conditions: This Memorandum of Understanding is entered into by and between the Newark Unified School District (hereinafter, "District") and the California School Employees Association and its Newark Chapter #208 (hereinafter, "Association").

1. All bargaining unit members shall be notified of the presence and use of video devices on District property.
2. The intent and purpose of the video monitoring equipment is to enhance the security of District equipment, facilities, students and staff, and respond to crisis situations more effectively.
3. The District will not use the video equipment to monitor bargaining unit member's performance.
4. If a serious violation of the law, board policy or a pattern of unsafe behavior is reported, data gathered through video surveillance may be used to confirm or refute any allegations of misconduct, the data gathered, may be evidence in the disciplinary process.
5. If video data is to be used in an employee discipline situation, a bargaining unit member or the Association may request to view video surveillance data. Management shall provide time to view the available data within 72 hours of the request.
6. Human Resources Department agrees to oversee the implementation of this agreement and will investigate any concerns raised regarding the security cameras, proper discipline standards, or work environment safety concerns.
7. The District agrees to provide the CSEA Chapter President with a map of the current camera locations and will update the map when additional cameras are installed.
8. Term: This agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2023 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2021, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2023, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.

9. This Agreement is subject to the procedures required by CSEA Policy 610.

For CSEA

For Newark USD

Sue Eustice, #208 Chapter President

Jessica Saavedra, Human Resources Director

Carey Sanchez Para, CSEA Labor Relations
Representative

Debbie Romero, Human Resources Manager--Classified

MEMORANDUM OF UNDERSTANDING

Between the California School Employees Association and its Newark Chapter #208
and the Newark Unified School District
Summer 4/10 Program 2022

May 12, 2022

The District will offer a 4/10 Program for the 2022 Summer.

The District will offer a voluntary four-day workweek (4/10) program to all twelve-month bargaining unit members. The program will start on June 13, 2022 and end on July 29, 2022. The schedule may be staggered to ensure coverage for five (5) days per week (MOT and IMC only). For all departments, other than MOT, the designated day off will be Friday (except for the weeks of June 20—Juneteenth holiday and July 4—Independence Day holiday).

Employee may choose one of the following:

- Option 1: 8 hr employees - 10 hours/day for 4 days/week
7 1/2 hr employees - 9 hours and 22 minutes/day for 4 days/week
- Option 2: 8 hr employees - 8 hours/day for 4 days/week and take 1 vacation day/week
7 1/2 hr employees - 7 1/2 hours/day for 4 days/week and take
1 vacation day/week
- Option 3: Employee works regular 5 days/week schedule

Employees must notify their supervisor by June 3, 2022 if they intend to work this alternative work schedule, submit any requests for use of vacation between June 13, 2022 and July 29, 2022, and the supervisor will work with employees to ensure coverage for five (5) days per week as needed.

CSEA

DocuSigned by:

Maria Huffer

5/18/2022

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Maria Huffer, Acting President, CSEA #208

NUSD

DocuSigned by:

Cathreene Watters

5/12/2022

0D795C8C8158455
Cathreene Ingham-Watters, Executive Director
of HR

DocuSigned by:

Carey Para

5/17/2022

2D0E85211D654C2
Carey Para-Sanchez, Labor Relations
Representative, CSEA

DocuSigned by:

Debra Romero

5/17/2022

B04658AA46424C5
Debra Romero, Manager of Classified, NUSD

