

**CONTRACT BETWEEN  
THE  
VALLEJO CITY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
AND ITS  
VALLEJO CHAPTER #199**

**July 1, 2021 to June 30, 2024**

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## PREAMBLE

This agreement entered into this 9<sup>th</sup> day of December 9, 2022 constitutes the full and complete understanding by and between the Vallejo City Unified School District, hereinafter the “District”, and California School Employees Association and its Vallejo Chapter #199, hereinafter the “CSEA” or “Association”. The parties agree as follows:

### **ARTICLE 1 – RECOGNITION**

The District recognizes the Association as exclusive representative of those classified positions as listed below. The unit shall exclude all substitutes, short-term employees, noon-duty supervisors; full-time day students employed part time, management, supervisory and confidential employees.

Academic Support Provider	Assistant Pool/Laundry Operator	Central Groundswoker
Account Clerk I	Attendance Clerk I	Central Groundswoker/ Sprinkler Technician
Account Clerk II	Attendance Clerk II	Central Grounds/Heavy Equipment Operator
Account Clerk III	Attendance Clerk III	Central Groundswoker/ Irrigation Technician
Accountant	Attendance Specialist	Certified Educational Interpreter
Accounting Analyst	Attendant	Chemical Sprayer
Accounting Clerk IV	Audit Analyst	Child Care Attendant
Account Efficiency & Digital/ Communications Technician	Auto Electronic Tech	Child Development Associate
Accounting Technician	Auto Mechanic	Child Development Family Services Specialist
Accounts Payable Assistant	Automotive Mechanic Helper	Child Welfare & Attendance Liaison
Administrative Technician	Benefits Coordinator TPP	Child Development Office Manager
Adult Child Care Attendant	Benefits Specialist	Clerk I
Adult School Accountability Specialist	Bilingual Community Liaison Translator	Clerk II
Adult School Office Manager	Bilingual Teacher Assistant	Clerk III
Adult School Registrar	Bilingual Tester	Climate Control Specialist
After School Program Coordinator	Bilingual Tutor	College and Career Liaison Communications Representative
After School Coordinator- ELEM & MS	Body & Fender Worker	Communications Technician
After School Coordinator- HS	Boiler Technician	Community Assistant
After School Teachers Assistant	Bond Technician	Computer Lab Specialist
Apprentice Carpenter	Bond Program Technician	Computer Proctor
Apprentice Electrician	Braillist	Computer Programmer
Apprentice Glazier	Budget Analyst	Computer Programming Specialist
Apprentice Painter	Bus Driver	Computer/Network Technician
Apprentice Plumber	Bus Driver/Dispatcher	
Assignment Secretary	Bus Driver Trainer	
Assignment Specialist TPP	Buyer I	
Assistant Advocate	Buyer II	
Assistant Attendance Specialist	Buyer II/Bid Specialist	
	Career Transition Specialist	
	Carpenter	
	Carpenter/Locksmith	
	Categorical Program Clerk	

Counselors Secretary I	Head Custodian Elementary School	Lead Trainer/Bus Driver
Counselors Secretary II	Head Custodian High School	Lead Utilities
Counselors Secretary III	Head Custodian K-8	Library Clerk I
Credentials Technician	Head Custodian Middle School	Library Clerk II
Custodian	Health Technician I	Library Media Technician I
Customer Services Asst., TQM	Health Technician II	Library Media Technician II
Deaf/Hard of Hearing Para Ed I	High School Registrar	Locksmith
Deaf/Hard of Hearing Para Ed II	HR Technician	M&O Scheduling Secretary I
Dean's Secretary	HVAC Technician	Maintenance Task / Project Leader
Dispatcher	Information Systems Technician	Maintenance Team Leader
Distribution Clerk	Instructional Material Tech I	Maintenance Worker
District Library Media Technician	Instructional Material Tech II	Media Specialist
Electrician	Instructional Media Clerk	Mental Health Specialist
Electronics Technician	Interpreter I	Mental Health Support Provider
Elementary Activities Assistant	Interpreter II	Micro Computer Specialist
Elementary Library Media Technician	Interpreter III	Middle School Activities Assistant
Employment Training Specialist	Inventory Clerk / Telecommunicator	Network Computer Technician
Equipment Operator	Inventory / Telecommunicator Specialist	Network Specialist
Expanded Learning Program Assistant	Job Coach- TPP Program	Network/Telecommunications Technician
Expeditor	Job Developer- TPP Program	Nurse Child Care
Facilities Storekeeper	Lead Accounting Technician	Nutritionist
Family Student Support Coordinator	Lead Accounts Payable Technician	Occupational Therapist
Family Support Coordinator	Lead Attendance Clerk	Office Manager – 4 Track Elementary
Farm Assistant	Lead Bilingual Tester	Office Manager – Elementary
Farm Keeper	Lead Carpenter	Office Manager – High
Field Trip Coordinator	Lead Custodian	Office Manager – Middle
Fringe Benefits Specialist	Lead Dispatcher	Office Manager – M & O
FSCS Mental Health Support Provider	Lead Electronics	Office Manager – VEA
FSCS Operation Specialist	Lead Farm Keeper	Office Manager – Department of ELL & Categorical Programs
Gate Para Educator	Leads Groundsworker	Offset Equipment Operator I
General Maintenance Worker	Lead Mechanic	Offset Equipment Operator II
Glazier	Lead Network Technician	Operations Support Technician
Grounds Equipment Operator	Lead Painter	Outreach Consultant
Groundsworker	Lead Payroll Technician	Painter
Hardscape/Heavy Equipment Operator	Lead Reprographic Technician	Para Educator, Health Care – Assistant
	Lead Roofer	Para Educator
	Lead Site Safety Supervisor	Para Educator - Polaris
	Lead Storekeeper	Para Educator, Specialized
	Lead Student Records Archive Technician	

Health Care Assistant	Site Safety Supervisor	Student Nutrition Services
Parent Assistant	Site Technical Support	Accounting
Parent Facilitator	Specialist	Technician
Parent Organizer	Social Services Assistant	Student Nutrition Services
Parent Partnership Liaison	Special Education Operations	Assistant I
Payroll Analyst	Specialist	Student Nutrition Services
Payroll Technician	Special Education	Assistant II
Payroll / Benefit Assistant	Para Educator	Student Nutrition Services
Plumber	Special Education	Assistant Manager
Pool / Laundry Operator	Para Educator/SPEC	Student Nutrition Services
Positive Youth Justice Liaison	HC. ASST	Breakfast Program
Preventive Maintenance	Special Education	Cook
Worker	Para	Student Nutrition Services
Program Assistant	Educator/Cornerstone	Buyer/Inventory
Programmer Analyst	Special Education	Technician
Property and Liability	Para	Student Nutrition Services
Specialist	Educator/Everest	Café Operator
Receptionist / Office	Special Education	Student Nutrition Services
Assistant	Para	Canteen Manager
Recruitment Specialist	Educator/Polaris	Student Nutrition Services
Recruitment Assignment	Special Education	Canteen Operator
Specialist	Services Computer	Student Nutrition Services
Refuse Collector / Truck	Specialist	Central Kitchen
Driver	Special Education Specialized	Manager I
Reprographics Technician	Behavior Para	Student Nutrition Services
Roofer	Educator	Central Kitchen
Roofer Assistant /	Sprinkler Technician	Manager II
Maintenance Worker	Senior Account Clerk	Student Nutrition Services
Roofer/Carpenter	Staff Secretary I	Cook I
Roofer / Maintenance	Staff Secretary II	Student Nutrition Services
Worker	Staff Secretary III	Cook II
SART Outreach Consultant	Staff Secretary IV	Student Nutrition Services
SART Worker/ Outreach	Staff Secretary V	Cook III
Consultant	STEAM Assistant	Student Nutrition Services
School Secretary I	STEAM Content	Lead Assistant
School Secretary II	Specialist	Student Nutrition Services
School Secretary III	Storekeeper I	Manager I
School Secretary IV	Storekeeper II	Student Nutrition Services
School Physical Therapist	Student Account Technician	Manager II
Secretary I	Student Archive Technician	Student Nutrition Services
Senior General Ledger	Student Assistant Services	Manager III
Accountant	Program Assistant	Student Nutrition Services
Senior HR Technician	Student Data Specialist	Production Manager
Senior Lead Buildings	Student Data Specialist –	Student Nutrition Services
Maintenance	SELPA	Program Technician
Senior Lead Grounds	Student Finance Clerk	Student Records LIB
Senior Lead Painter	Student Nutrition Services	Student VOC Cert Specialist
Service Coordinator-TPP	Accounting Analyst	Student Welfare &

Attendance Clerk	System	Truck Driver – Stores
Teacher Assistant	Technological Support	Truck Driver / Maintenance
Tech Training Specialist	Training/Specialist	Worker
Technical Support Assistant	Technology Account	Vallejo Education Academy
Technical Support Specialist	Efficiency & Digital	Office Manager
Technological Support	Communications	Vehicle Maintenance
Secretary	Technician	Monitor
Technological Support	Technology Support/	Warehouse Operations Lead
Specialist / Business	Web Specialist	Welder
Technological Support	Technology Support	Workers' Compensation
Specialist/Student	Specialist	Specialist

- 1.1** The District shall hold a new employee orientation for all new classified employees and CSEA shall be allowed thirty (30) minutes on the agenda.

## **ARTICLE 2 – NON-DISCRIMINATION**

The District prohibits and shall not participate in discrimination, harassment, intimidation, and bullying based on actual or perceived race, religion, creed, color, national origin, political affiliation, ancestry, age, parental, family, or marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex (sexual harassment), or sexual orientation, membership in an employee organization or participation in the activities of an employee organization, or association with a person or a group with one or more of these actual or perceived characteristics.

## **ARTICLE 3 – WAGES**

Unit member shall be paid in accordance with the salary schedule included herewith as Appendix J.

### **3.1 Salary Schedule**

- 3.1.1 Effective July 1, 2022, the Classified Salary Schedule shall have an increase of 8% ongoing and any retroactive payment, if applicable, shall be distributed by March 31, 2023. This shall conclude salary negotiations for the 2022-2023 School Year.

A one-time payment of \$5000.00 per FTE shall be paid to all Active unit members at the time of disbursement and shall be paid by March 31, 2023.

Should any other unit receive a higher overall increase percentage, inclusive of salary schedule and benefit contribution towards Total Compensation of Wages



and Benefits, and or the one-time payment, CSEA shall receive that additional amount and negotiate how such additional amount is distributed.

The District shall participate in the Classified School Employee's Summer Assistance Program beginning January 1, 2023 and shall adhere to all guidelines outlined in Education Code 45500.

- 3.1.2 CSEA and the District (collectively, the "Parties") have reached a tentative agreement regarding the impact of minimum wage on the classified salary schedules. The Parties agree to continue negotiations regarding compensation for the 2022/2023 School Year. The Collective Bargaining Agreement shall be modified as follows:

Effective July 1, 2022, the following classifications shall have their corresponding range placement increased:

Adult Child Care Attendant 1 → 4  
\*Parent Assistant 2 → 4  
SNS Assistant I 2 → 4  
\*Clerk I 3 → 4  
\*Community Assistant 3 → 4  
\*Elementary Activities Assistant 3 → 4  
\*Middle School Activities Assistant 3 → 4  
SNS Assistant II 3 → 5  
SNS Canteen Operator 3 → 5  
SNS Cook I 3 → 5  
\*After School Teacher Assistant 4 → 5  
\*Bilingual Teacher Assistant 4 → 5  
Bilingual Tester 4 → 5  
Bilingual Tutor 4 → 5  
Child Development Associate 4 → 5  
Clerk II 4 → 5  
Expanded Learning Program Assistant 4 → 5  
Farm Assistant 4 → 5  
\*SNS Cafe Operator - District Office 4  
\*Library Clerk I 4  
SNS Cook II 4 → 6  
SNS Lead Assistant 4 → 6  
Teacher Assistant 4 → 5  
\*Categorical Program Clerk 5  
\*Computer Lab Specialist 5  
Counselor's Secretary I 5 → 6

\*Customer Service Assistant - TQM 5 → 6  
Dean's Secretary 5 → 6  
\*Library Clerk II 5  
\*Student Welfare & Attendance Clerk 5  
SNS Cook III 6 → 7  
SNS Production Manager 6 → 7

\*There are no current employees serving in these classifications

## 3.2 Step Advancement

- 3.2.1 A newly hired unit member may be placed at a step up to and including Step IV of his/her job classification, if there is verifiable comparable experience that warrants such placement.
- 3.2.2 The newly hired unit member will serve a six-month probation period. Upon successful completion of the probation period, the unit member will be advanced one-step.
- 3.2.3 After completion of probationary status and the step advancement from that point forward, the unit member will be advanced each year on the anniversary date of hire until they reach the top step.
- 3.2.4 Partial Years  
To receive credit for a year of service, a unit member must work 75% of the work year for step advancement.
- 3.2.5 If a newly hired unit member was a substitute employee for the district, credit will be given at one-half time worked as a substitute.

## 3.3 Pay Period

- 3.3.1 Regular salary payments shall be made on the last working day of each calendar month.
- 3.3.2 An error by the payroll department resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued no later than the five (5) working days after the employee provides proof of the error to the payroll department. Employee failure to report hours worked shall not constitute a payroll error.
- 3.3.3 Lost Checks  
Any paycheck for a unit member which is lost after receipt or which is not delivered by the postal services within five (5) days of mailing, shall be reported by the District to the County on the day the District is notified by the employee and shall be replaced as soon as the County processes the stop payment on said check. A check will be re-issued and provided within five (5) business days to the employee.

### 3.4 Longevity

Unit members shall receive the following compensation above the salary schedule.

10 year	-	2%
15 years	-	2%
20 years	-	2%
25 years	-	2%
30 years	-	2%

### 3.5 Overtime, Holiday and Extra Duty Payments

- 3.5.1 Overtime compensation will be in cash or compensatory time off at the rate of time and one-half whenever the unit member works beyond
- (a) eight hours in any one day
  - (b) forty hours in one calendar week
  - (c) the sixth day of one calendar week and for more than four hours for each of the first five days.
  - (d) the seventh day of the week for a unit member who works less than four hours per day each of the first six days.
- 3.5.2 Unit members who are required to work on Board authorized holidays for which they would otherwise receive payment shall be compensated at time and one-half for all hours worked on a holiday in addition to their regular pay.
- 3.5.3 Any unit member called back to work after completion of the regular assignment shall be compensated for at least two hours of work at the rate of time and one-half, irrespective of the actual time that is required to complete the task.
- 3.5.4 Approved extra duty and overtime shall be paid once a month on a separate check.
- 3.5.5 Approved extra duty and overtime for which payment is to be received shall be paid on the pay day of the period worked or no later than the next following pay day if calculations prevent payment at the end of the period worked.

### 3.6 Trainee Differential

Any Bus Driver assigned a cadet or trainee driver shall receive fifteen dollars for each day or portion of a day so assigned.

### **3.7 Working Out of Classification**

- 3.7.1 Unit members who work the majority of their shift out of classification shall be paid at the step for the higher classification, which is at least five percent higher than their present step/class.
- 3.7.2 Maintenance Workers assigned the duties of a higher class shall be paid at the same step in the higher classification as they receive for their regular classification.

### **3.8 Mileage**

Unit members who agree to use their private vehicles in the performance of their duties are entitled to reimbursement at the IRS rate per mile.

### **3.9 Noon Duty Student Supervision**

A unit member who works as a noon duty supervisor in addition to their regular position will be paid at their own regular rate during the time of noon supervision and the time added to their regular time in the calculation of all benefits for the duration of the noon duty assignment.

### **3.10 Reclassification Process**

- 3.10.1 Before an employee can participate in Reclassification, a meeting must be held between the unit member and the immediate supervisor. The unit member may have representation at the meeting.
- 3.10.2 If after the meeting is held, the unit member and the immediate supervisor are unable to achieve resolution, then the issue will be brought forward to Employer/Employee Relations Committee (EERC) for resolution.
- 3.10.3 All recommendations for Reclassification will be moved forward. All Reclassification requests shall be reviewed by a panel which will consist of two (2) members from the local CSEA Chapter and two (2) members from District Management Team. The representatives from CSEA and the District shall be limited to one individual each who is involved in the negotiations process.
  - (a) The panel shall meet once a year in May. To receive a review by the panel, the employee must attend a CSEA sponsored Reclassification workshop.
  - (b) 30% of members of the represented classification must be in agreement with evidence to be included in the packet via agreed upon standard form. A fair representation of the classification will appear at the panel and will present their facts to the panel with substantiating evidence. Recommendations of the panel will be forwarded to the District and CSEA's Negotiations Team. Negotiations shall be based on factual recommendation from the

panel on the accretion of responsibilities to the classification(s). If within three (3) months of receipt, there is no agreement, either party may request State Mediation.

- (c) The total Reclassification will not exceed \$100,000 for the Fiscal Year.
- (d) Reclassification is a change in range for accretion of new job duties
- (e) Workload increase will not be considered as a basis for Reclassification review.

### **3.11 Bilingual Stipend**

On an annual basis, each fiscal year, the District will authorize a list of approved unit members under this provision. A roster will be provided districtwide. The District shall pay a stipend of 5% of the unit member's hourly rate for the time listed on the log sheet, paid at 15 minute increments. If the unit member is on overtime or extra time, 5% will be paid in addition to the overtime or extra time. The unit members shall have bilingual ability and are designated by the Superintendent or Designee. Upon prior approval, the unit member will log the time bilingual services are provided in 15 minute increments by the unit member in the course of employment.

### **3.12 Professional Growth Committee**

A professional growth committee composed of three unit members to be selected by the Association and three members appointed by the District shall be formed. The purpose of this committee will be to recommend appropriate in-service programs. The committee shall also assist in the planning, monitoring and evaluating of approved programs. Unit members shall be granted reasonable release time to carry out the committee obligations.

### **3.13 Professional Growth Compensation**

Unit members earning professional growth units approved by the Professional Growth Committee will receive compensation as follows:

- 3.13.1 The first professional growth payment can be earned upon the completion of twelve units.
- 3.13.2 The payment of \$300 on the December paycheck provided the unit member is active.
- 3.13.3 Additional increments of \$300 shall be added to the annual payment as blocks of twelve units are granted provided the unit member is on paid status.
- 3.13.4 Six increments of 12 units will each be instituted.
- 3.13.5 Unit member who hold Chapter Office positions will receive professional growth units as stated below:

- a) President 6 Units
- b) Vice President 4 Units
- c) Chief Union Steward 4 Units
- d) All Other Chapter Officers 3 Units

See Appendix A for information on the Professional Growth Process

## **ARTICLE 4 – HOURS**

### **4.1 Work Period**

- 4.1.1 The regular work period for full-time employees shall be eight hours per day and forty hours per week exclusive of lunch. Neither provision shall prohibit the extension of the regular workday or workweek when such is authorized.
- 4.1.2 In the case of custodians, the shifts shall be established at the beginning of the school year. This will include any scheduled shift changes during the school year. Other changes shall be allowed in emergency situations or upon 24 hours' notice with the approval of the affected custodian(s).
- 4.1.3 A maximum of ten minutes cleanup, travel and preparation time at the beginning and end of the lunch period shall be allowed those unit members who work out of the maintenance yard and in the bus garage. In addition, these same unit members shall be allowed reasonable cleanup time at the end of the workday.
- 4.1.4 Any employee who begins an eight-hour work shift after 2:00 p.m. will be allowed thirty minutes duty free for a meal break during the eight-hour work period. If the employee needs to leave the site he/she will notify the immediate supervisor.
- 4.1.5 All unit members who have been on duty more than five hours shall be entitled to a duty free lunch. The length of said lunch period shall not be less than 30 minutes and for full time members shall be at or about midpoint of each work shift.
- 4.1.6 Management may plan lunch periods based on work schedule needs for those unit members who work five hours or less. An exception to this 30-minute period may be made by mutual agreement of the unit member and the immediate supervisor.

### **4.2 Compensatory Time**

When compensatory time is authorized by the District in lieu of cash compensation, such compensatory time off shall be granted at the discretion of the District within twelve calendar months following the month which the overtime was worked. Unit members working more than 40 hours in one week will be compensated in accordance with the Fair Labor Standards Act.

### **4.3 Rest Periods**

All unit members shall have a duty free break scheduled by the immediate supervisor consisting of a minimum of fifteen minutes during each four hours of work.

#### **4.4 Shift Differential**

- 4.4.1 Unit members whose work commences before 6:30 a.m. or after 3:00 p.m. shall receive a 5% shift differential for all the time worked before 6:30 a.m. or after 3:00 p.m. except for the Operations Department (Maintenance, Grounds, Operations and Transportation employees). Exceptions in the Operations Department are Lead Dispatcher, Vehicle Maintenance Monitor, Auto Mechanics, and Lead Trainer/Bus Driver.
- 4.4.2 Emergency Conditions – During an emergency, if unit members from any department agrees to work a different shift, they will be entitled to the 5% shift differential for all time worked before 6:30 a.m. or after 3:00 p.m. Emergency is defined as a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action, or a pressing necessity which is not under the control of the District.

#### **4.5 Summer Recess**

Positions available during summer recess which fall within the job descriptions of unit members shall be advertised. Unit members shall be selected in filling these vacancies as stated under Article 8.2 – Transfers. All compensation and benefits (vacation, holidays, and sick leave) will be paid for hours worked in these positions. For holidays, unit members must be on paid status during any portion of the workday immediately preceding or succeeding the holiday.

- 4.5.1 Summer School placements for Special Education Para Educators will be as follows and will change if law changes:
- a) An SDC class will have its teacher and assigned Para Educator(s) (from the regular school year) assigned to the class.
  - b) If a Para Educator did not apply for summer school or if the summer school class is Non-SDC, the District will place Para Educators who submitted an application by seniority.
  - c) All Para Educators who apply for summer school will be placed before any other applicants who work different job classification during the regular school year if they meet the minimum qualifications of the job description.

#### **4.6 Increased in Assigned Time**

A part-time unit member who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall have

his/her basic assignment changed to reflect the longer hours worked except where the unit member is substituting for another unit member.

#### **4.7 Increased Hours/Incumbent**

When an increase in days or hours to be worked at a particular site occurs, the additional time shall be assigned to the incumbent in the existing position.

#### **4.8 Change in Work Day**

4.8.1 Work shifts shall be established at the beginning of the school year (July 1). This will include any scheduled shift change during the year. Regarding any annual changes of more than two hours, the District shall meet and confer with the Association prior to implementation of the change.

4.8.2 Other changes shall be allowed in emergency situations or upon five working days' notice in writing to the unit member, provided, that such changes shall not exceed one hour without the unit member's consent.

4.8.3 This section shall not apply to bus drivers.

#### **4.9 Call-In Time**

Anytime a classified employee has completed his/her regular assignment, and has left the premises and is called back to work on an emergency substitute or need basis, the employee shall receive a minimum of two hours compensation.

4.9.1 Call Time: Any time a classified employee is out on leave (sick/vacation) and is called regarding work for an emergency, the employee shall receive a minimum of two hours compensation, after the first two calls.

##### 4.9.2 Operations Division – Maintenance On Call Program

a) The On Call Program for Maintenance was developed to respond to facility emergencies that take place during non-duty hours. During non-duty hours, the District often receives calls from its alarm monitoring vendor notifying the District that an alarm has been tripped at one or more of our facilities. These calls require an immediate response to ensure that our facilities are safe and secure.

b) One (1) person is scheduled for each shift. Each shift is seven (7) days in length beginning every Monday at 6:00 a.m. During the work week, operating hours of the shift is 3:00 p.m. to 6:00 a.m., Monday through Friday. Saturday, Sunday and holidays, the shift is 24 hours per day.



- c) There are currently four (4) staff members approved to work On Call. This number can vary depending on availability and willingness. Staff works a full week and then it rotates to the next person. The least senior person typically takes whichever rotation is open.
- d) On Call staff is required to provide immediate response to all emergencies throughout the district during non-duty hours. Staff provides an initial investigation of the facility. If through the initial investigation, it is determined to be a possible unsafe environment, staff is required to call emergency services and the appropriate manager. When the site is determined to be all clear, staff will board up windows, secure doors, cause emergency repairs, etc.
- e) On Call staff is required to maintain a log of all emergency calls which includes date, site, description of event, call received, time in, time out, and total time. Emergency logs are turned in every Monday with the overtime sheet. Staff is required to submit a request for work orders to make permanent repairs when necessary.

**OPERATIONS DIVISION – Maintenance Emergency On Call Responses**

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Date Worked	Site	Description	Call Rec'd	Time In	Time Out	Total Time

*This On-Call Responses form must be submitted with your overtime form.*

- f) Unit members approved to participate will be paid \$1.25 per hour stipend during non-duty hours during their scheduled “on call” week. Overtime for calls shall be compensated in two (2) hour increments.
- g) A two (2) hour increment begins when the unit member receives the call and ends when they arrive home. Any calls received after returning home will open another two (2) hour window for pay.

<u>3 separate calls (6 hours)</u>		<u>2 separate calls (4 Hours)</u>	
8:00 a.m.	Dan Mini	8:00 a.m.	Dan Mini
8:15 a.m.	Home	8:15 a.m.	Steffan
9:20 a.m.	Vallejo High	8:20 a.m.	Pennycook
9:55 a.m.	Home	8:40 a.m.	Home
10:15 a.m.	John Finney	9:00 a.m.	Vallejo High
10:45 a.m.	Home	9:15 a.m.	Transportation
		9:30 a.m.	Home

- h) If a call reaches beyond the initial two (2) hour increment, the unit member will be paid overtime as earned.

#### **4.10 Job Sharing**

Job sharing shall be provided to unit members who have attained permanent status under conditions mutually agreeable to the unit member and the District.

- 4.10.1 Unit members shall not be required to resign in order to enter into a job sharing arrangement.
- 4.10.2 Prior to unit members entering a job share agreement, a copy of the agreement shall be sent to CSEA for review.

#### **4.11 Bus Drivers**

##### 4.11.1 Bus Driver Assignment

There are two types of bus driver: Regular bus drivers and special (SH/OH/SED) drivers. Special drivers have the option of not working intercessions provided they give five days notice.

##### 4.11.2 Route Choice

A seniority list of drivers shall be posted and updated with the addition or deletion of drivers. The driver with the most seniority shall choose the route he/she desires. After the most senior driver has chosen, the driver next on the seniority

list shall choose the route he/she desires. This process shall be repeated until all authorized routes have been filled.

When developing proposed routes, the District agrees to attempt to maximize the hours of each route. The goal is to have the fewest possible routes each containing a maximum concentration of time. Routes shall include all regular home-to-school runs, kindergarten runs and activity runs.

All routes will be open for re-bidding during the fourth week of October each year. For this purpose only, seniority shall be defined as length of continuous service within the class since it began without regard to the total number of hours worked or leaves other than unpaid leaves for personal convenience totaling more than three days in any fiscal year. The seniority roster in effect on March 1, 1997, shall determine the seniority order for all current employees. For employees hired after this date, having the same hire date, shall have their seniority order determined by the first day of behind the wheel training.

Special (SH/OH) drivers do not bid but are assigned routes. Every effort shall be made to insure that the most senior driver gets the most hours.

Drivers will be ineligible to participate in the bidding process if they are on long term leave including Administrative leave, Leave of Absence, Workers' Compensation Leave (including Bridge Assignment), Long Term Sick Leave, etc. In the event of a short-term absence of ten (10) days or less, a proxy may act on the driver's behalf.

#### **4.11.3 Extra Pay Hours**

All extra hours runs beginning after the duty day, weekends, or holidays will be assigned to permanent drivers from a voluntary sign-up list.

Drivers must successfully complete the night training class in order to drive night, weekend and holiday trips. Any driver who participates in, but does not successfully complete the night training classes, shall be provided with the reasons thereof and be given assistance in correcting any deficiencies, as well as the opportunity to successfully complete the training within a reasonable period of time (but not longer than 60 days).

Drivers will be allowed to sign up for extra runs twice a year, once in September and again in February. Drivers will be required to return the extra hours slip the same day it is received, unless the Director agrees otherwise. Any driver who turns down three extra hours slips, within a five-month period, shall have his/her name removed from the sign up list until the next sign up. If a driver turns a trip down, it shall be counted as one of the three, unless a minimum of 24 hours notice was not provided. In all cases, the turned down hours shall be counted as part of

the driver's average. The District will balance the number of extra pay hours, including mid-day field trips assigned on an annual basis, within 10%. The list will be posted with accumulated hours.

A newly hired driver or a driver that has incurred an industrial injury or illness, in the line of duty, shall be added to the list at the lowest established accumulated extra hours. In addition, when permanent drivers have been off for five consecutive days, and present a medical note indicating further absence, their mid-day runs shall be temporarily reassigned to regular drivers without mid-day runs, by seniority. Hours earned working mid-day runs on a temporary basis shall not be counted toward their yearly total.

#### 4.11.4 Day Time Field Trips

All extra hours prior to 4:00 p.m. on Monday-Friday will be assigned to regular drivers from a voluntary signup list. Drivers must successfully complete the day field trip training class. Any driver who participates in but does not successfully complete the day time field trip training class shall be provided with the reason and be given assistance in correcting any deficiencies as well as the opportunity to successfully complete the training within a reasonable amount of time (but not longer than 60 days).

Drivers will be allowed to sign-up for extra runs twice a year, once in September and again in February. Excessive turndowns will cause removal from the list (excessive turndowns are three (3) in a five month period). All other extra hours not otherwise defined in the contract will be assigned by seniority. Drivers on the extra pay list who are on a school recess shall give the Director of Operations or Designee a thirty-day notice of intent to work field trips.

#### 4.11.5 Vacated Route

In the event of termination, resignation, retirement, or death, the route vacated will be re-bid within twenty (20) calendar days unless the vacancy occurs within the last thirty (30) days before the October re-bid or the end of the school year. Verification of the driver's intent to resign or retire must be submitted to Human Resources who, in turn, will submit a copy to the Director of Operations or Designee. The twenty (20) calendar days takes effect on the day the notification is received in the Transportation Department.

#### 4.11.6 Meal Allowance

Drivers who are required to transport students outside the District on field trips during meal time (8:00 a.m., noon,, 6:00 p.m.) will be reimbursed at the rate shown below, provided they show appropriate documentation of the expenses incurred. Drivers, who are on duty within the District during the evening meal, will also be reimbursed.

Breakfast	\$7.00
Lunch	\$12.00
Dinner	\$16.00

4.11.7 Safety Training

Bus drivers will be compensated at their hourly rate when attending safety-training sessions needed for state certification.

4.11.8 Bus Driver Testing

Bus drivers will be compensated at their regular hourly rate while testing for the renewal of school bus driver certificate.

## 4.12 Student Nutrition Services Employees

4.12.1 The work year for less than twelve month Student Nutrition Services employees shall be at a minimum the following: Managers, Cooks, Canteen Managers and Operators will work the number of student days at the assigned site, plus 2 additional days.

4.12.2 All others will work the number of student days at the assigned site.

4.12.3 No Student Nutrition Services employee should be scheduled for less work days than his/her 1997-98 work year.

## ARTICLE 5 – VACATION / HOLIDAYS

### 5.1 Vacation

Full-Time unit members shall be entitled to vacation with pay in relation to the years of employment as follows:

Persons employed	1 – 4 years	10 days per year
Persons employed	5 – 9 years	15 days per year
Persons employed	10 – 14 years	20 days per year
Persons employed	15 or more years	25 days per year

5.1.1 Less Than Full Year

If a unit member serves more than six months, but less than a full year, his/her vacation is prorated on the basis of the time served. However, a unit member must work six months in order to take any earned vacation.

5.1.2 Terminating Member

A terminating unit member will not be paid for any earned vacation accrued until such unit member has completed six months of service in a regular position.

5.1.3 Part-time Proration

Vacation pay for part-time unit members will be calculated by using the proportion of the total number of hours in paid status compared to the hours in paid status by full-time classified employees (2,080).

5.1.4 Maximum Accrual

Not more than two year's entitlement of vacation earned but not taken during one school year may be carried over to the following year. Vacation hours must be at maximum on June 30<sup>th</sup> of each fiscal year. Only the maximum hours of accrual will roll over into the new fiscal year. The District will notify classified unit members by December, or earlier, of the potential for excess accrual.

<u>Years</u>	<u>Days</u>	<u>Maximum Days Accrual</u>
1 – 4 years	10	20
5 – 9 years	15	30
10 – 14 years	20	40
15 or more years	25	50

5.1.5 Excess Days

If a member loses vacation days because the immediate supervisor cannot schedule vacation use of the days during the work year and so state in writing to the member, the District may buy the lost days at the unit member's pay rate or allow the carryover of the unused vacation to the next fiscal year.

5.1.6 Scheduling

Vacation for twelve-month employees may, with the approval of the immediate supervisor, be taken at any time during the school year. A schedule of vacation dates for unit members is prepared for each department. The wishes of the unit member are considered. In preparing vacation schedules, first consideration must be given to the continued efficient operation of the school District. When preparing vacation schedules, if two or more unit members in the same job classification desire the same dates, the unit member with seniority will get the choice. Unless ill, the unit member must return to work as originally planned.

5.1.7 Illness During Vacation

If a unit member becomes ill while on vacation, upon the unit member's request, those days of illness shall be charged to sick leave, subject to availability of sick leave. The request is to be made to the immediate supervisors. The unused vacation days will then be credited back to the unit member's accumulated days of annual leave. Unless ill, the unit member must return to work as originally planned.

### **5.1.8 Holidays**

All regular employees are entitled to payment for authorized holidays, provided they were in a paid status during any portion of the workday immediately preceding or succeeding the holiday. The authorized holidays include:

- January 1 (New Year's Day)
- The third Monday in January or the Monday or the Friday in the week of January 15 occurs, known as Dr. Martin Luther King, Jr. Day (Education Code §37220) or an alternate day selected by the Board
- February 12 (Lincoln's Day) or an alternate day selected by the Board
- Third Monday in February (Washington's Day) or an alternate day selected by the Board
- Friday preceding Easter Sunday or an alternate day selected by the Board
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- September 9 (Admission Day) or an alternate day selected by the Board
- Second Monday in October (Columbus Day) or an alternate day selected by the Board
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday following the Thanksgiving Day
- December 25 (Christmas Day)
- Additional four days to be agreed

5.1.8.1 The District agrees to grant one floating holiday to all unit members during the term of this agreement. This holiday shall not accrue beyond the term of this agreement or have a cash value should a unit member sever employment with the District.

#### **5.1.8.2 Weekends**

If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

#### **5.1.8.3 Consult**

The Board shall consult with the Association regarding the placement of those holidays approved by the Board. The Association on or before March 15 shall submit to the Superintendent its suggestions for the placement of holidays approved by the Board.

#### **5.1.8.4 Compensatory Time**

All unit members assigned to work on holidays will receive cash compensation or compensatory time off at a rate of time and one half in addition to the regular pay received for the holiday.

5.1.8.5 Leap Year

During leap years full time unit members (on paid status 2080 hours) shall be allowed a non-paid floating holiday to be taken after an advance notice of at least five days. This holiday is to be taken between January 1 and December 31 of the leap year.

However, a unit member must work six months in order to take a floating holiday.

5.1.8.6 Over 260 Calendar Work days

For fiscal years where the 260 work calendar is more than 260 days, which includes holidays, the day before Thanksgiving will be considered a non-working day.

## **ARTICLE 6 – HEALTH AND WELFARE BENEFITS**

### **6.1 Medical, Dental, Vision**

6.1.1 (a) **Vision**

The District shall provide fully paid vision plan for all unit members and shall include all groups at the various rates (Single, Single + 1, and Family).

6.1.1 (b) **Dental**

The District will incur the cost of dental benefits for all unit members at the high rate plan and shall include all groups at the various rates (Single, Single + 1, and Family).

6.1.1 (c) **Medical**

Unit members must work at least 20 hours per week to be eligible for Medical.

The District shall contribute to Health & Welfare medical insurance premiums for eligible classified unit members enrolled, effective January 1, 2023, and ongoing in the following categories:

Single: The dollar amount equivalent to the current January 2023 rate of 80% of the Kaiser Single Plan premium or \$730.99 per month for all Health care plans

Single+ 1: The dollar amount equivalent to the current January 2023 rate of 80% of the Kaiser Single + 1 Plan premium or \$1461.98 per Month for all health care plans



Family: The dollar amount equivalent to the current January 2023 rate of 80% of the Kaiser Family Plan premium or \$1900.58 per month for all Health care plans

Unit members who select Health Plans other than Kaiser will receive the provisions listed above at the Kaiser rate.

- 6.1.1 (d) Cash-in-lieu:  
As of January 1, 2006 any unit member receiving cash “in lieu” of benefits shall receive \$175 per month. If you drop out of cash “in lieu” after January 1, 2006 you are no longer eligible for cash in lieu at the \$175 rate. All members who enroll after January 1, 2006 in cash in lieu program will receive \$100 per month.

## **6.2 Domestic Partnership Coverage**

The District shall provide access to the benefits provided in this section for all employees and dependents; this shall include domestic partners who have filed with the appropriate agency and have met the eligibility and registration requirements by Law. Such participation shall be subject to the criteria established by the carrier and the terms and conditions set forth in this agreement. The employer in the employee personnel file shall retain copies of all necessary documents.

- 6.2.1 The domestic partner must enroll in the same health plan as the prime member.
- 6.2.2 Coverage for the domestic partner must be cancelled by the prime member when the partners cease to share a common residence or when the domestic partnership itself is terminated.
- 6.2.3 Failure to cancel makes the member financially responsible for all further medical costs incurred by the partner.

## **6.3 Term Life Insurance**

The District shall provide unit members with the agreed upon \$50,000 straight term life insurance program.

## **6.4 Less Than Full Time**

For unit members working less than full time the District shall contribute up to an amount, per CalPERS rates. Part Time employees must pay a prorated share of the District medical contribution in addition to the full-time employee share. The lower the number of contracted hours per day, the greater the employee premium will be.

## 6.5 Retiree Benefits

The District shall contribute at least the CalPERS Minimum Employer Contribution (MEC) rate per month for all retired unit members choosing to enroll in a CalPERS health plan.

Unit members who retire after ratification of this agreement shall have the District contribute a sum equal to the CalPERS employee rate only, including the Minimum Employer Contribution (MEC) rate to the lowest approved medical program for a period of five years.

Years of Service: The unit member must have rendered fifteen years of service to the District from their base date (not including substitute time) to receive this benefit. The unit member must retire from the District (per CalPERS regulation).

### 6.5.1 Application

The unit member makes a written application prior to the effective date of his/her retirement.

### 6.5.2 Married Unit Members

#### 6.5.2.1 Rate

Two unit members who are married and retire shall receive a Board contribution equal to the lowest HMO rate for employee plus spouse.

#### 6.5.2.2 Spouse

A unit member who retires shall be allowed to carry a spouse and/or dependents on the medical group plan if he/she prepays monthly the spousal and/or dependent rate to the District.

#### 6.5.2.3 Delinquency

If any payment due is not received by the 7<sup>th</sup> of the month; the District shall be obligated to send out one notice of delinquency by certified mail. If the District is required to send more than three notices per year or if no response is received to any notice, the District reserves the right to drop the retiree from this program.

## 6.6 IRS 125 Plan

An IRS plan shall be offered to all unit members. The components of the plan shall be:

- Premium Conversion
- Dependent Care
- Non-reimbursed Medical Expenses
- Any other legally available option

## **ARTICLE 7 – LEAVES**

Leave is permission granted by the District for a unit member to be absent from assigned duties for a specific period of time. Leave must be officially granted in advance and may not be granted retroactively, except in circumstances where the failure to retroactively designate the leave would violate the California Family Rights Act (CFRA) regulations. Sick leave and bereavement leave are considered to be granted in advance when the employee submits a completed request form to the proper immediate supervisor on the day he/she returns to work. All requests for leave must be in writing. It is recognized that there are two types of leave: paid leave and unpaid leave. Leave (paid or non-paid) shall not constitute a break in service. Leave (paid or non-paid) cannot be taken to work solely for another employer.

### **Section I – Paid Leaves**

#### **7.1 Sick Leave**

##### **7.1.1 Accrual Rate**

Every unit member employed five days a week shall be entitled to twelve days leave of absence per year for illness, injury or disability including those caused by pregnancy, miscarriage or childbirth. For a unit member who serves less than a full year and/or less than full time, sick leave allowance shall be prorated according to the time served.

##### **7.1.2 Use of Accruals**

Credit for sick leave need not be accrued prior to taking such leave by the unit member. Such leave may be taken at any time during the year. However, a newly employed unit member shall not be eligible to take more than six days, or the proportionate amount provided herein, until the first day of the calendar month after completion of six months of active service with the District.

##### **7.1.3 Doctor's Verification**

7.1.3 (a) The District may require any unit member who is absent for personal illness or injury beyond five consecutive working days a written statement from a doctor verifying that the unit member is medically unable to report for duty due to illness or injury. This does not require a diagnosis or any underlying medical details.

##### **7.1.3 (b) Fitness for Duty**

The District may not require an employee to undergo a fitness for duty examination as a condition of an employee's return. After an employee returns from CFRA leave, any fitness for duty examination must be job related and consistent with business necessity. An employee may elect to use their own physician at

their cost, or the employee may elect to use a District-approved physician at the District's cost. In either case, the type of physician must be agreed upon (i.e. neurologist, chiropractor, etc.)

7.1.3 (c) In the event that unusually large numbers of unit members do not report for work, the Superintendent may then declare that an emergency situation exists. With the declaration of such emergency and for the duration thereof, each unit member who is absent and whom requests pay for sick leave must provide a written verification of illness or injury from a doctor for each day of absence. Prior written notice of such requirement shall be given to the unit member whenever possible.

7.1.4 Sick Leave Savings Incentive

A unit member who does not use any sick leave for any reason during the year will be awarded three additional days of annual leave if requested. The unit member must submit their request (via Employee Payroll Inquiry/Request Form) no later than September 30<sup>th</sup> of each year for the previous year only. Unit members who accrue vacation will receive three (3) additional days of annual leave. Unit members who do not accrue vacation will receive three (3) days of pay. Posting annual leave or paying sick leave pay will occur on October 31<sup>st</sup> of each year. Donation of accrued sick leave under the catastrophic leave provision shall not affect the award. By August 30<sup>th</sup> of each year, the District shall provide a list of all employees eligible for the three (3) days of annual leave to a CSEA Committee organized by the Chapter.

See Appendix B for the Employee Payroll Inquiry/Request Form

7.1.5 Extended Illness or Injury Leave (Long Term Sick Leave (LTSL))

Once a year on July 1, an employee shall be entitled to an extended illness or injury leave of absence paid at the rate of fifty percent (50%) of his/her regular salary for a period not to exceed a maximum of 100 working days each year in accordance with Education Code §45196.

- (a) Proof of illness or injury for such leave must be provided by a licensed Physician. Such proof must be acceptable to the District.
- (b) This leave shall not be accumulated from year to year.

## 7.2 Industrial Accident or Illness Leave

7.2.1 If a unit member incurs an industrial injury or illness in the line of duty, he/she is entitled to receive workers' compensation payments on accepted compensable claims. The following regulations apply:

- (a) Allowable leave shall be for not more than 60 working days in any one fiscal year for the same accident;

- (b) Allowable leave shall not be accumulated from year to year;
- (c) Industrial accident or illness leave shall commence on the first day of absence;
- (d) Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day;
- (e) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of the following compensation award made under workers' compensation;
- (f) When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- 7.2.2 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to use accumulated sick leave and the benefits provided previously for long term sick leave; but if a unit member is receiving workers' compensation the unit member shall be entitled to use only as much of the unit member's accumulated or available leave which, when added to the workers' compensation award, provides for a full day's wage or salary.
- 7.2.3 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 7.2.4 During all paid leaves of absence, whether industrial accident leave as provided in this Article, sick leave, vacation, compensated time off or other available leave provided by law or this agreement, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 7.2.5 Deduction of entitlement to leave shall be made only in accordance with this Article.
- 7.2.6 When all available leaves of absence, paid or unpaid have been exhausted and the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on the re-employment list for a period of 39 months. When available, during the 39-month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a re-employment list established because of lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority in regulations.

- 7.2.7 Any unit member receiving workers' compensation benefits shall remain within the State of California as required by law unless the Board authorizes travel outside the State.
- 7.2.8 A unit member who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

### **7.3 Personal Necessity Leave**

- 7.3.1 A unit member of the District may use accumulated sick leave in cases of personal necessity. The unit member is not entitled to this provision if he/she does not have accumulated sick leave. Use of sick leave under this term is limited to seven days in any fiscal year.
- 7.3.2 The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
  - (a) Death or serious illness of a member of his/her immediate family. The immediate family is as defined under Bereavement Leave. Days taken under this term may be added to days taken under Bereavement Leave whenever there is a death of a member of the immediate family.
  - (b) Accident, involving a person or property, or the person or property of a member of the immediate family.
  - (c) Religion – Holiday of a State recognized religion.
- 7.3.3 The unit member may request personal necessity leave for other reasons by submitting a written request to the appropriate immediate supervisor prior to the proposed beginning date of the leave. This leave shall be used when it involves a situation, which meets all the following criteria:
  - (1) necessitates the immediate attention of the unit member, and
  - (2) which the unit member cannot be expected to disregard, and
  - (3) which cannot be accommodated during off-duty hours.
- 7.3.4 Such leave shall not be used for seeking other employment or working either with or without remuneration for himself/herself or anyone else; political activities or demonstrations; vacation, recreation or social activities; civic or organizational activities; or for the withholding of school district services.
- 7.3.5 Participation in a child's school or day care activities as provided.

## **7.4 Bereavement Leave**

- 7.4.1 Each unit member is entitled to a leave of absence, not to exceed three days, or five days if out-of-state travel or travel exceeding a 200 mile radius from Vallejo is required, on account of the death of any member of his/her immediate family. If travel out of the country is required, the unit member will be entitled ten days of bereavement leave. Up to one day may be taken for the death of a personal friend if such leave is needed to attend funeral or other condolence services. No deductions shall be made from the salary of the unit member.
- 7.4.2 Out of Country Travel  
In addition to five days covered in 7.4.1, employee shall be eligible for up to additional five days, totaling ten days, for travel out of the country. The unit member is required to provide documentation that supports Out of Country Travel.
- 7.4.3 Members of the immediate family means the spouse of the unit member or the mother, father, stepparent, surrogate parent, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, or nephew of the unit member or the spouse or registered domestic partner of the unit member, cousin, or any person living in the immediate household of the unit member.
- 7.4.4 An additional three days shall be granted on the death of the employee's spouse or registered domestic partner, parent or child.
- 7.4.5 The unit member is required to identify the name of the deceased and relationship, city, state, and miles traveled on the Notice of Absence Form.

## **7.5 Jury Duty**

- 7.5.1 A unit member shall be granted a leave of absence when called for jury duty or when ordered to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about to the connivance or misconduct of the employee.
- 7.5.2 Upon notification of being called in for jury duty, the employee shall notify his/her supervisor that he/she has been summoned. Subsequently, the employee shall notify his/her supervisor as soon as possible when he/she is actually ordered to report.
- 7.5.3 The unit member is required to provide documentation stamped by the Courts after jury duty has been served.

## 7.6 Military Leave

- 7.6.1 If a unit member is called to active duty in the U.S. Military, Reserves, or California National Guard, he/she is eligible for unpaid military leave of absence in accordance with state and federal law. The unit member must provide the district with a copy of their service papers as soon as they are received. During the unit member's absence, seniority accumulates, and benefits will continue as required by applicable law. Upon application within the appropriate time period after their date of discharge from military service, he/she will advance on the salary schedule as if he/she had continued service in the District and will receive the then-current rate of pay and the then-current benefits.
- 7.6.2 If a unit member is required to attend yearly Reserves or National Guard duty, he/she can apply for and shall be granted an unpaid temporary military leave of absence not to exceed 20 days (including travel). However, if he/she prefers to use any other paid leave time or may use any earned comp time or vacation time for this purpose. As much advance notice as possible should be given to their immediate supervisor so that the district can have proper coverage for their position while they are away.
- 7.6.3 Unit members returning from military leave will be placed in the position they held prior to going on leave of absence. They will be treated as though they were continuously employed for purposes of determining salary and benefits based on length of service.
- 7.6.4 Under the Uniformed Services Employment & Reemployment Act (USERRA), unit members in military service may take a maximum of five (5) years for military service. Five (5) years is the maximum length of absence for all absences with that employer, not with previous employers. There are limited exceptions for the five (5) year limit, which may increase the maximum leave time allowed. The District will promptly reemploy the unit member when he or she returns from a period of service if the unit member meets the law's eligibility criteria. "Prompt reemployment" means as soon as practicable under the circumstances of each case.
- 7.6.5 Required documentation on application for reemployment: a unit member may be required to submit documentation to the employer in connection with an application for reemployment if the period of service exceeded thirty (30) days, the District may require the unit member to provide documentation to establish that the reemployment application is timely, that they have not exceeded the five (5) year limit on duration of service; and the unit member's separation or dismissal from military service was not dishonorable, based on bad conduct, or "other than honorable."



## **7.7 Organizational Leave**

- 7.7.1 Elected or appointed officers or delegates of the Association shall be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state, and national meetings. A total of 90 days per school year shall be allowed for this purpose.
- 7.7.2 An additional fifty days of leave for CSEA Chapter business are allotted to the Chapter President. If the Chapter President is unavailable, then the designee becomes the 1st Vice President or 2nd Vice President. The time may be taken upon approval of the immediate supervisor and notice to the Superintendent or designee. The immediate supervisor is the granting authority. The Chief Job Steward shall be permitted two days per month (twenty days per year) for the purpose of preventing and filing grievances.
- 7.7.3 The unit members designated as Site Representatives and Executive Board shall be released at 4:00 p.m., if necessary, to attend the monthly Site Representative meeting. A current list of Site Representatives and Executive Board members noting these members affected by release time will be provided to the District in January of each year.
- 7.7.4 The Association may hold three meetings a year with paid release time for night shift employees.
- 7.7.5 A written request must be submitted to the Superintendent or Designee for all Organizational Leave.
- 7.7.6 Written requests for Chapter Release Time that does not fall under Organizational Leave must be submitted and approved by the immediate supervisor at least 48 hours prior, unless it is an emergency.

## **7.8 Personal Business Leave**

A unit member may elect to take up to five days per year for personal business. This leave is to be used at a minimum of one-half the unit member's duty day. This provision is not to be used to withhold District services. The unit member shall be paid fifty percent of his/her daily rate.

## **7.9 Catastrophic Leave**

### **7.9.1 Creation**

CSEA #199 and the Vallejo City Unified School District agree to create the CSEA Catastrophic Leave Bank effective July 1, 2000. The Catastrophic Leave Bank will be funded in accordance with the terms of Section 7.9.1 below:

- (A) Days in the Catastrophic Leave Bank will accumulate from year to year.
- (B) Days will be contributed to the Bank and withdrawn from the Bank without regard to the daily or hourly rate of pay of the Catastrophic Leave Bank participant.
- (C) The CSEA Catastrophic Leave Bank will be administered by a 3 person Catastrophic Leave Bank committee. Two members shall be appointed by the CSEA Chapter President, and one representative shall be appointed by the District.
- (D) All unused donated sick leave currently on the books will be added to the Catastrophic Leave Bank, including the two hundred eight-hour days originally donated by the District. Unused sick leave left by retired or formerly employed unit members may be donated by the former employee in writing to the Catastrophic Leave Bank.

#### 7.9.2 Eligibility and Contributions

- (A) All unit members on active duty with the District are eligible to contribute to the CSEA Catastrophic Leave Bank.
- (B) Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank except as noted in 7.9.2 (C) and 7.9.2 (F).
- (C) Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of sixty calendar days after joining the Bank before becoming eligible to withdraw from the Bank.
- (D) The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until canceled in writing by the unit member.
- (E) Cancellation, on the proper form, may be effected at any time and the unit member will not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank will not be returned if the unit member effects cancellation.
- (F) Contributions will be made from July 1, to September 15, of each school year. Unit members returning from extended leave, which included enrollment period, will be permitted to contribute within thirty calendar days of beginning work. The District will supply enrollment forms for the Catastrophic Leave Bank to all unit members returning from leave. New unit members with ten or fewer transferable sick leave days will be automatically enrolled in the Catastrophic Sick Leave Bank for the first year

of employment only, without contributing any sick leave. They must enroll the next year to stay in the Bank.

(G) The annual rate of contribution by each participating unit member for each school year shall be one day of sick leave at the unit member's contracted daily hours of work. All contributions will be in whole day increments.

(1) An additional day of contribution will be required of participants if the number of days in the Bank falls below 1000 hours. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

(2) If the number of days in the Bank at the beginning of a school year exceeds 5,000 hours, no contribution will be required of Catastrophic Leave Bank members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave will be required to contribute one day to the Bank.

(H) Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank. This contribution is irrevocable and shall be made within 90 days of leaving the District.

### 7.9.3 Withdrawal from the Bank

(A) Catastrophic Leave Bank participants, whose accumulated sick leave and annual leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. A catastrophic illness or injury is one, which totally incapacitates the employee from work or totally incapacitates an employee's spouse, child, parent, or other family member living in the household. Catastrophic illness or injury may include, but is not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness, or hospitalization as a result of a severe automobile or other accident. Any mental stress-related illness shall be excluded. Catastrophic illness or injury is an illness or injury, as defined above, that incapacitates the unit member for over twenty consecutive duty days or incapacitates a member of the unit member's family (spouse, child, parent, or other family member living in

the household) for over twenty consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve months, it shall be deemed catastrophic after ten consecutive duty days.

- (B) Participants must use all accumulated sick leave and annual leave available to them before becoming eligible for a withdrawal from the Bank. Annual leave accrued while on Catastrophic Leave shall be used immediately.
- (C) The first twenty duty days of illness or disability must be covered by the participant's own sick leave or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve consecutive months, the first ten duty days of illness must be covered by the participant's own sick leave or leave without pay.
- (D) Participants who have exhausted their sick leave but are qualified for long term sick leave will be eligible to withdraw from the Catastrophic Leave Bank in one half day increments until long term sick leave is exhausted. At that point, withdrawal from the Catastrophic Leave Bank will be for the participants' duty day.
- (E) If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- (F) Withdrawals from the Catastrophic Leave Bank are in whole day increments, as defined in Section 7.9.2 G. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed a maximum period of twelve consecutive months. Members of the Catastrophic Leave Bank committee shall have the right to extend the initial request for withdrawal from the bank. Catastrophic leave will only be provided for days in the unit member's work calendar. If a member exceeds the use of 500 total hours within a fiscal year, the Committee will convene and review as to an extension beyond 500 hours.
- (G) Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and probable length of absence

from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

- (H) If a participant requests an extension, the committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee will choose only a physician who qualifies under one of the District's offered medical plans. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in 7.9.3.L below.
- (I) Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation, Social Security benefits, or paid time under the Family Medical Leave Act.
- (J) If the Catastrophic Leave Bank does not have sufficient hours to fund a withdrawal request, the committee is under no obligation to provide hours and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient hours to fund the request, they will notify the participant, in writing, of the reason for the denial.
- (K) Withdrawals will become effective immediately upon the exhaustion of sick leave and annual leave or the waiting period provided for in Sections 1.3 or 2.3, whichever is greater.
- (L) Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty days of denial, appeal, in writing, to a panel of three members selected by the Executive Board of CSEA #199. The panel will hold a hearing within fifteen duty days. The panel will issue a confidential written decision within fifteen duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

7.9.4 Administration of the Bank

- (A) The Catastrophic Leave Bank committee will have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.
- (B) The Committee's authority will be limited to administration of the Bank. The Committee will approve all properly submitted requests complying with the terms of this Article.
- (C) Applications will be reviewed and decision of the committee reported to the applicant, in writing, within ten days of receipt of the completed application and supporting documentation.
- (D) The Committee will keep all records confidential and will not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- (E) By October 30 of each school year, the District will notify the committee of the following:
  - (1) The total number of accumulated hours in the Bank on June 30th of the previous school year.
  - (2) The number of hours contributed by unit members for the current year.
  - (3) The names of participating unit members.
  - (4) The total number of hours available in the Bank.
- (F) The District will maintain current information for the committee on the following:
  - (1) The names of any Catastrophic Leave Bank participants who have canceled participation in accordance with Section 7.9.2 E.
  - (2) The names of any additional unit members who have joined the Bank.
  - (3) The total number of hours in the bank.
  - (4) The total number of hours awarded and to whom they were awarded.
- (G) Any dispute between the committee and the District as to the accounting of Catastrophic Leave Bank days unresolved within fifteen (days will be immediately submitted to Binding Arbitration without the need to follow earlier steps of the grievance procedure as per the Grievance Article.
- (H) If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank will be returned to the then current members of the Bank proportionately.

## **Section II – Unpaid Leaves**

### **7.10 Leave of Absence**

7.10.1 A unit member may, upon written request, be granted a leave of absence without pay or remuneration of any kind. This is not to exceed one (1) year.

### **7.11 Pregnancy Disability Leave (PDL)**

If an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If she is affected by pregnancy or related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for the employee to take intermittent leave or work a reduced schedule, the District will evaluate through its interactive process/reasonable accommodation procedure a potential temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of intermittent leave.

7.11.1 The pregnancy disability leave (PDL) is for any period(s) of actual disability caused by pregnancy, childbirth or related condition up to four months (or 88 workdays for a full-time 12-month employee) per pregnancy.

7.11.2 The pregnancy disability leave (PDL) does not need to be taken in one continuous period of time, but can be taken on an as-needed basis, as intermittent or reduced schedule leave.

7.11.3 Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by California pregnancy disability leave.

7.11.4 The employee is required to obtain a certification from her health care provider verifying her pregnancy disability or medical advisability for a transfer.

### **7.12 Family Care Leave - Eligibility, Definitions and Basic Terms**

7.12.1 Eligible unit members may request unpaid FMLA leave of absence for up to 12 workweeks within a 12-month period for:

- a) Care of a newborn son or daughter of an employee;
- b) Placement of a son or daughter with the employee for adoption or foster care;
- c) Care for a spouse, son, daughter or parent with a serious health condition

- 7.12.2 To be eligible for Family Care Leave (FMLA and CFRA) unit members must have worked for the District for a total of 12 months (52 weeks). An employee who is also taking pregnancy disability (PDL) leave for conditions of pregnancy, childbirth or recovery who has not been employed by the district for at least 52 weeks prior to the start of the PDL leave, shall earn credit for weeks employed by the District while on PDL leave.
- 7.12.3 When the leave is for the unit member's own serious health condition or to care for a close family member with a serious health condition, the unit member must also have worked at least 1250 hours in the immediately preceding 12 months to the start of the leave.
- 7.12.4 When the leave is for parental leave to bond with or care for newborn child or the placement of a son or daughter with the employee for adoption or foster care, the unit member is not required to have worked 1,250 hours in the immediately preceding 12 months to be eligible for Paid Parental Leave under California Education Code §45196.1.
- 7.12.5 With the exception of the 1,250 hours worked eligibility requirement to apply CFRA child bonding leave, all other terms and conditions of the CFRA shall apply to this leave.
- 7.12.6 Paid Parental Leave runs concurrently (at the same time) with FMLA and/or CFRA (if the employee otherwise meets the eligibility requirements).
- 7.12.7 When the employee has worked at least 1,250 hours in the preceding 12 months, the leave will be designated under CFRA, which will be applied concurrently with paid leave under Education Code Section §45196.1. When the unit member has not worked 1,250 hours, the leave will be designated as Parental Leave under Education Code Section §45196.1.
- 7.12.8 The District's 12-month year for FMLA-CFRA purposes is the fiscal year, from July 1st through June 30th.
- 7.12.9 When the leave is to care for a spouse, registered domestic partner, son, daughter or parent with a serious health condition or for the employee's own serious health condition, there is no carryover of unused FMLA-CFRA leave from one 12-month period to the next 12-month period.
- 7.12.10 Parental leave for the birth and care of a newborn, adoptive or foster care child pursuant to Education Code 45196.1 may begin in one school



year and be completed in the subsequent school year, up to a maximum of 12 weeks for that child.

- 7.12.11 Unit members will be eligible to take up to twelve (12) weeks of parental leave for the birth, adoption or foster care for child bonding in each school year. This leave is separate from pregnancy disability leave (PDL) that is available for pregnancy, childbirth and recovery.
- 7.12.12 Definitions:
- a) "Parent" means biological, foster or adoptive parent, or a person who stood "in loco parentis" to an employee when the employee was a child. "In loco parentis" is a legal doctrine describing a relationship similar to that of a parent to a child.
  - b) "Child" means biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
  - c) "Spouse" means a husband or a wife as defined or recognized under state law.
  - d) "Domestic Partner" means a registered domestic partner in any County within the State of California and leave to care for a seriously ill domestic partner is available only under California CFRA.
- 7.12.13 A unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice.
- 7.12.14 Unit members shall complete the Request for Leave of Absence Form stating the anticipated date, length and other terms of the requested leave. Unit members may be asked to provide verification of birth, foster care placement or adoption. The right to take the leave at the time of the employee's election shall not be withheld by the District.
- 7.12.15 When the need for the parental leave is foreseeable, unit members will be required to provide reasonable advance notice of the intent to take parental/child bonding leave. This notice requirement applies to leave taken in a continuous block or in intermittent increments of two weeks or more.

- 7.12.16 If the need for, or the timing of the leave is unexpected, unit members should notify their immediate supervisor and submit the Leave of Absence Request Form as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two (2) business days of when you become aware of your need for the leave.)
- 7.12.17 A unit member seeking approval for FMLA-CFRA leave for his or own serious health condition or to care for a close family member with a serious health condition must present a Health Care Provider's Certification of Serious Health Condition to the District to verify his/her serious illness or the serious illness of the employee's child, spouse, domestic partner (under CFRA) or parent. The District will accept medical verification by the treating health care provider.
- 7.12.18 A unit member may elect to utilize his/her unused paid sick leave or annual vacation leave, if applicable, during family care leave when the leave is for his/her own serious health condition or for the serious health condition of eligible qualified family member. When such paid sick leave or annual vacation leave, if applicable, is exhausted, the balance of the FMLA leave is unpaid. However, pregnancy disability leave is in addition to the California Family Rights Act (CFRA) and is applied concurrently with the Federal Family Medical Leave Act (FMLA).
- 7.12.19 A unit member may apply paid leave accruals, including current and accumulated sick leave, annual vacation leave, if applicable, and extended illness leave (Long Term Sick Leave) concurrently with family care leave for the unit member's own serious health condition.
- 7.12.20 The unit member shall receive benefit protection for all other benefit terms and conditions of employment, including seniority, restoration to the same or identical job, and other terms and conditions of employment available to classified employees under the Education Code and this Agreement.
- 7.12.21 Health Insurance coverage shall be maintained and paid for by the District to the same extent that the District paid for the employee prior to the commencement of the FMLA-CFRA leave and for period not to exceed twelve (12) workweeks in the twelve (12) month period that constitutes the District's FMLA-CFRA fiscal year.
- 7.12.22 The District may recover the premium paid for any unit member who fails to return from leave after the period of leave has expired and as long as the reason for the employee failed to return from leave is not due to the

continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the unit member.

### **7.13 Parental Leave - Terms and Conditions**

- 7.13.1 Parental Leave may be taken in a continuous block of leave up to a maximum of twelve (12) work weeks. If the school year ends prior to the completion of twelve (12) weeks, the unit member may continue the leave in the next school year, up to a maximum of twelve (12) weeks for that child.
- 7.13.2 As an alternative to a continuous block of twelve (12) weeks, an employee may use parental leave intermittently. If taken intermittently, it must be taken in at least two (2) week increments of time or more.
- 7.13.3 When the leave is for the birth, adoption of foster care placement of a child, the unit member may first apply sick leave and accumulated sick leave to the parental leave. Upon exhaustion of all regular and accumulated sick leave, the unit member may request that the District apply extended illness leave (long term sick leave) to the remaining portion of the 12-week period. The use of extended illness leave (long term sick leave) may cross school years, and when it does the summer shall not count.
- 7.13.4 The use of extended illness leave (long term sick leave) for parental leave shall not diminish the employee's eligibility to use extended sick leave (long term sick leave) for any other eligible purpose, up to a maximum of 100 days per fiscal year (July through June).
- 7.13.5 Paid parental leave under CFRA and Education Code Section 45196.1 must be used within one year from the date of the child's birth, adoption or foster care placement with the unit member.
- 7.13.6 A unit member who takes pregnancy disability leave (PDL) may begin parental leave immediately consecutive to the PDL leave and upon written notice by her health care provider that her period of actual disability for pregnancy, childbirth and recovery has ended. In determining CFRA eligibility for the employee, with respect to the 1,250 hours worked requirement, the "look back" period is the twelve (12) months immediately preceding the start of her PDL.

- 7.13.7 A unit member who does not use pregnancy disability leave (PDL) and is the father or second parent may begin parental leave immediately upon the birth, adoption or foster care placement of the child. Alternatively, the unit member may defer the parental leave until a later time, provided the leave is concluded prior to one year from the child's arrival.
- 7.13.8 Parental/child bonding leave under this provision is job protected and benefit-protected to the full extent available under FMLA-CFRA regardless of whether the employee has worked 1,250 hours in the immediately preceding twelve (12) months. The District will continue to pay its customary premium contribution and the employee shall be responsible for payment of his/her contribution. For unit members who first use pregnancy disability leave (PDL), followed by parental leave, the District shall continue to pay its customary premium payments during the entire PDL (up to 17.3 weeks) and the parental leave (up to 12 weeks.)
- 7.13.9 The unit member shall receive benefit protection for all other benefits, terms and conditions of employment, including seniority, restoration to the same or identical job, and other terms and conditions of employment available to classified employees under the Education Code and this Agreement.
- 7.13.10 The District may recover the premium paid for any employee who fails to return from leave after the period of leave has expired and as long as the reason from the employee failed to return from leave is not due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the unit member.
- 7.13.11 Paid parental leave runs concurrently (at the same time) with FMLA and CFRA child bonding leave.
- 7.13.12 Twelve (12) weeks shall be defined as contracted work days or sixty (60 days).

## **7.14 Improvement of Health**

- 7.14.1 Any employee may, at the discretion of the District, be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not more than one year.

7.14.2 The leave must be recommended by a physician in written form. A written statement from the physician certifying the employee's ability to return to full-time service is required before reinstatement.

## **7.15 Elective Office**

Each unit member who enjoys permanent status and who is elected to the legislature shall be granted an unpaid leave of absence.

## **7.16 Return from Leave**

7.16.1 Unit members on leave two months or less shall normally be returned to the same work location.

7.16.2 Unit members on leave in excess of two months are guaranteed their classification but are not guaranteed the same position or location.

7.16.3 Unit members granted leave for a period of two months or more must give written notice to the District of their intent to return no less than 30 days prior to the expiration of the leave. Failure to provide such notice shall be considered as notice that the unit member will not return to employment.

7.16.4 Unit members who fail to return on the date agreed upon shall be considered to have resigned unless an extension has been requested and granted by the Board or an emergency situation prevents notification.

## **7.17 California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA)**

Unit members shall be afforded their rights pursuant to the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA).

7.17.1 Eligible unit members may request unpaid FMLA leave of absence for up to twelve (12) workweeks within a twelve (12) month period to:

- a) Birth and care of a newborn child of the unit member;
- b) Placement of a son or daughter with the unit member for adoption or foster care;
- c) Care for a spouse, registered domestic partner, son, daughter, or parent with a serious health condition;
- d) Unit member's own serious health condition.

7.17.2 To be eligible for Family Care Leave (FMLA or CFRA) unit members must have worked for the district for a total of twelve (12) months (52 weeks). A unit

member who is also taking a pregnancy disability leave (PDL) leave for conditions of pregnancy, childbirth or recovery who has not been employed by the District for at least twelve (12) months (52 weeks) prior to the start of the PDL leave, shall earn credit for weeks employed by the District while on PDL leave.

7.17.3 When the leave is for the unit member's own serious health condition or to care for an immediate family member with a serious health condition, the unit member must also have worked at least 1,250 hours in the immediately preceding twelve (12) months.

7.17.4 Please see Article 7.12 for additional information on FMLA and/or CFRA.

## **7.18 Short Term Job Protected Time Off Leaves**

The District provides the following short term, non-medical leaves, which are job protected and benefit protected. In accordance with the requirements of federal and state law. Except where otherwise noted, employees may apply available Personal Necessity (PN) leave to these absences, accrued vacation or current year sick leave, where noted.

### **7.18.1 Military Spouse Leave**

7.18.1.1 This applies to employees whose spouses are members of the United States Armed Forces, National Guard or the Reserves, and who have been deployed during a period of military conflict.

7.18.1.2 The District will provide any eligible employee under this policy an unpaid leave of absence during their spouse's leave from deployment for up to ten (10) days.

7.18.1.3 To be eligible for leave under this policy, unit members must work an average of at least twenty (20) hours per week.

7.18.1.4 Unit members must notify their supervisor that they intend to use this leave as far in advance as possible, but no later than three (3) business days after receiving official notice that the spouse will be on leave from deployment. The District may ask for written documentation certifying that the spouse will be on a qualifying leave from deployment. This leave is unpaid, but a unit member may choose to use accrued vacation leave.

### 7.18.2 Domestic Violence, Sexual Assault and Stalking Leave

- 7.18.2.1 Unit members who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave.
- 7.18.2.2 Leave may be requested for judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child, or for medical treatment or psychological counseling related to an experience covered by this policy. The District will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.
- 7.18.2.3 This is an unpaid leave. Unit members can choose to use available sick leave or vacation leave. Domestic violence, sexual assault and stalking victim's leave for medical treatment or counseling services will run concurrently with FMLA, CFRA, allowing for twelve (12) weeks in a twelve (12) month period, less any previous FMLA-CFRA time taken.

### 7.18.3 Crime Victims' Leave

- 7.18.3.1 A unit member who is themselves a victim or who is the immediate family member (spouse, registered domestic partner, child/stepchild, child of registered domestic partner, parent/step parent, or sibling/step sibling) of a victim of a violent felony or serious felony, as defined in the California Labor Code and Penal Code, may take time off to appear in court to attend judicial proceedings related to the crime.
- 7.18.3.2 For the purposes of this policy, judicial proceedings includes any court proceedings where the crime victim's rights are in issue, including a delinquency proceeding involving a post-arrest release decision, plea, sentencing or post-conviction release decision.
- 7.18.3.3 Unit members can use available sick or vacation leave; otherwise any absence from work to attend judicial proceedings will be unpaid.

### 7.18.4 School Appearance and Activities Leave under Family-School Partnership Act

- 7.18.4.1 Unit members may need to appear at his/her child's school in connection with disciplinary action by the school. This is an unpaid leave. Unit members can choose to use available vacation leave.

Documentation from the school noting the date and time of your visit is required.

7.18.4.2 Parents, guardians, or grandparents of a child in kindergarten, grades 1-12, or a licensed daycare center may wish to take time off without pay to visit his/her child's school or daycare center for a school activity. The time off must not be more than eight (8) hours each calendar month (up to a maximum of 40 hours each calendar year), provided reasonable notice is given for the planned absence.

7.18.4.3 This is an unpaid leave. Unit members can choose to use available vacation leave. For scheduled events, unit members should provide reasonable advance notice. In emergencies, the District asks that unit members provide at least one (1) day notice or call before the beginning of the work day.

#### 7.18.5 Child Care Emergencies

7.18.5.1 A unit member (parent, step parent, legal guardian or person who stands in loco parentis to a child) may use unpaid time off for a "child care emergency" in the following circumstances:

- a) The school or childcare provider has requested that the child be picked up or has an attendance policy excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider;
- b) Behavior or discipline problems;
- c) Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays;
- d) Natural disaster, including but not limited to fire, earthquake, or flood;
- e) All time off for child care emergencies is unpaid. a unit member can choose to use accrued unused vacation leave.

#### 7.18.6 Volunteer Civil Services Leave

7.18.6.1 Time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (an officer, employee, or member of a fire department, fire protection, or



firefighting agency of the federal government, State of California, or other local governments, or other special districts; an officer of a sheriff's department, policy department, or private fire department).

7.18.6.2 A total of fourteen (14) days per calendar year, to engage in fire, law enforcement or emergency rescue training is also allowed.

7.18.6.3 All time off to serve is unpaid. An employee can choose to use accrued unused vacation leave.

7.18.6.4 A volunteer member of the California Wing of the Civilian Auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission is entitled up to ten (10) days of leave per year. However, the leave for a single emergency mission cannot exceed three (3) days, unless the emergency is extended by the entity in charge of the operation.

7.18.6.5 All time off to serve is unpaid. A unit member can choose to use accrued unused vacation leave.

#### 7.18.7 Rehabilitation Leave

7.18.7.1 The District is committed to providing assistance to employees to overcome substance abuse problems. The district will reasonably accommodate any unit member who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program.

7.18.7.2 This accommodation may include unpaid time off for up to thirty (30) calendar days, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on business operations. Leave is unpaid but a unit member may choose to apply accrued unused vacation.

7.18.7.3 In certain circumstances, and with a Health Care Provider's Certification, substance abuse may be a serious health condition under the California Family Rights Act (CFRA). If properly certified and authorized as CFRA leave, a unit member must use sick leave in accordance with the terms and conditions of CFRA leave distributed in this agreement.

## **ARTICLE 8 – TRANSFER / REASSIGNMENT**

### **8.1 Vacancy Posting**

- 8.1.1 Unit positions determined by the District to be vacant and open, except bus driver routes that are bid, shall be posted on appropriate bulletin boards for five working days prior to being advertised outside the District. Posting shall include hours and location of vacant position.
- 8.1.2 The position shall be posted within twenty days from the date it is determined to be vacant.
- 8.1.3 Any unit member going on leave may request a copy of any vacancy notice by providing Human Resources with a self-addressed, stamped envelope.
- 8.1.4 Any unit member who desires a vacant position must fill out an application for the vacancy. Current unit members applying for positions that have taken and passed District practical tests and meet minimum qualifications listed on the job description will automatically be granted an interview.

### **8.2 Transfers**

A transfer is a movement from one position to another within the same classification. Any unit member within classification who desires to transfer to a vacant position must fill out an application for the vacancy. When one or more unit members apply for a transfer, the unit member with the most seniority shall be transferred, provided the needs of the District are otherwise fulfilled.

### **8.3 Involuntary Transfers**

- 8.3.1 If it becomes necessary to involuntarily transfer a unit member because of lack of work or lack of funds, the district will first seek volunteers.
- 8.3.2 If no volunteers are available, the transfer will be accomplished on the basis of reverse seniority.
- 8.3.3 If an involuntary transfer is initiated by the District for any reason other than those listed in 8.3.1, the affected unit member shall be provided a five days notice of such transfer.

### **8.4 Reassignment**

If, during the course of the school year, a layoff, reduction in staff, or expansion of school facilities necessitates a reassignment of duties among the remaining staff without a corresponding increase in the amount of time to accomplish the assigned tasks, the impact shall not result in an increase in the daily work load of unit members.

## **ARTICLE 9 - PROMOTION**

### **9.1 Definition**

Promotion is the movement of a unit member from his/her current classification to a classification with a higher salary range.

#### **9.1.1 Step Placement Upon Promotion**

Employee will be placed at a step which shall ensure a minimum of 5% above former range and step. However, in the event that a unit member is found to exceed the minimum qualifications through the training, education, and experience listed in the job description, the Superintendent and/or Designee may authorize placement at a higher step on the salary schedule.

### **9.2 Criteria**

Unit members who have been employed by the District and pass probationary period shall be given first consideration if filling any vacancy within the unit after transfers have been accommodated. Qualified unit members who apply for promotions will be considered before outside applicants. Internal applicants not chosen for the promotion will receive a written response and may request a meeting with Human Resources and their CSEA representative to discuss feedback.

### **9.3 Temporary Promotion**

9.3.1 Any unit member may apply for a temporary promotion for a vacant position due to an approved leave of absence for 90 days or more. If selected, the unit member will be paid at a rate appropriate for the position. When the unit member on leave returns, the temporarily promoted unit member shall be returned to his/her original assignment/position at the appropriate pay rate in that assignment/position unless the position no longer exists in which the return shall be to the original classification.

9.3.2 Unit members who have the opportunity to gain experience through temporary promotional assignments, shall be rotated among qualified volunteers within a given department or job site.

### **9.4 Promotion Advancement**

Any unit member, who successfully completes six-month probation after promotion on or after July 1, 1998, shall at the completion of probation, be advanced a step on the

salary schedule. Thereafter, they shall be advanced on the anniversary date of the placement in the new classification.

## **9.5 Seniority Date and Effective Date of Step Placement upon Promotion**

9.5.1 The District has up to ten (10) work days, from the date of acceptance, to move the candidate selected to the new promotional position. The hired in classification and the effective date of the step placement will be the same date within the ten (10) work days. For example, if the employee accepts the position on the fourth (4th) work day, their hired in classification date and step placement will begin on the 4th work day.

9.5.2 If the District is unable to move the candidate selected to the new promotional position within the ten (10) work days, the hired in classification date and the effective date of the step placement will be the first work day after the ten (10) work days. In these instances, the employee's hired in classification date and step placement will begin on the eleventh (11th) work day.

9.5.3 The District will provide a letter to the unit member which will include the following:

- Date the position was accepted by the unit member
- Position
- Location
- Hired in classification date
- Range, Step and Hourly/Monthly Rate
- Work Calendar
- Shift - start time/end time

Please note that the date of acceptance is not the same as the date hired in the classification.

## **ARTICLE 10 – LAYOFFS**

### **10.1 Definitions**

10.1.1 Layoff is separation from a position due to lack of work, lack of funds or as a result of displacement (bumping), not a separate in service. The effects of a layoff are negotiable, the decision is not.

10.1.2 An involuntary reduction is a reduction of hours, days or months of a unit member's current position. The decision and effects of which are negotiable.

## 10.2 Layoff Notice

Unit members to be laid off shall be given a sixty (60) day notice. Such notice shall contain:

- (1) Specific reason for the layoff.
- (2) Specific date the layoff is to take effect.
- (3) Re-employment rights of the laid off unit member.
- (4) Sources of information concerning COBRA, unemployment insurance and retirement.

### 10.2.1 Delivery

The layoff notice shall be delivered by registered mail, return receipt requested, to the unit member's last known address or hand-delivered and signed for.

### 10.2.2 Member Action

During this sixty (60) day period, the affected unit members may:

- (1) Apply for transfer pursuant to Article 8 of this Agreement provided they meet the minimum qualifications.
- (2) Request placement on the substitute roster and be granted priority before regular substitutes.
- (3) Exercise displacement rights, if any. Whenever displacement rights are exercised, the unit member may request, and if so, shall receive, an individual meeting with the Manager of Human Resources or his/her designee. Unit members have a maximum of seventy-two (72) hours to request this meeting to occur after both being noticed of layoff and formal negotiations have been completed. The unit member shall have the right to bring a representative from CSEA.
- (4) Retire, if eligible.
- (5) If a unit member receives notification that he/she does not have displacement rights and/or receives a final layoff notice, the unit member may request, and if so, shall receive, an individual meeting with the Manager of Human Resources or his/her designee regarding the affected unit member's layoff. Unit members shall have a maximum of seventy-two (72) hours to request this meeting to occur after being both noticed of layoff and formal negotiations have been completed. The unit member shall have the right to bring a representative from CSEA.

## 10.3 Order of Layoff

Unit members will be laid off by seniority based upon job classification and hire date. Those with the latest hire date into the affected unit member's classification(s) will be laid off first. Please see Appendix C for the Placement Rights and Determination of Employees Impacted by Layoffs MOU.

10.3.1 Seniority

Seniority in class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent unit member.

10.3.2 More Than One

If two or more unit members subject to layoff have equal hire date seniority in class, then original date of hire in the District shall determine seniority. If this is equal, then seniority shall be determined by lot under supervision of representatives of the Association and the District.

## 10.4 Benefits

Unit members who are laid off may continue in the District's health and dental programs at their own expense for eighteen months as provided by Cobra.

## 10.5 Re-employment Rights

Unit members who are laid off under the provisions of this Article have the following re-employment rights for a period of thirty-nine months.

10.5.1 Reverse Order

Re-employment will occur in the reverse order of the layoff. Thus the most senior unit member will be offered the vacant position first.

10.5.2 Refusals

A bargaining unit member may refuse an offer or re-employment to a specific position for which eligible (In own class); however, refusal of two offers of re-employment to the classification from which laid off shall automatically cause removal from the list and the loss of any re-employment rights.

10.5.3 Fewer Hours

The District may offer positions for fewer hours; however, refusal of an offer of re-employment less than held at the time of layoff shall not constitute a refusal of re-employment. For the purposes of this provision, "less than" shall refer to an assignment which has fewer assigned annual hours.

10.5.4 Voluntary Demotions / Reductions

Unit members who at the time of layoff took voluntary demotions or voluntary reductions in assigned time shall be returned, at the unit member's option to a position in their former classification or to a position with increased assigned time for a period of sixty-three months from date of layoff.

10.5.5 Report To Work

If a unit member accepts any offer of re-employment, he/she must report to work within then workdays following receipt of the re-employment offer unless an alternative date is designated by the District.

10.5.6 Step Placement

Unit members recalled within thirty-nine months of layoff shall be placed on the salary schedule at the same step as at the time of their layoff.

**10.5.7 Seniority**

Seniority earned to and including the effective date of layoff shall be reinstated.

**10.6 Preference for Placement in Vacant Positions Based on Qualifications**

Unit members impacted by layoff shall also have a right to apply and compete for any vacant positions to which laid off employees do not have rights. Such employees have the right to apply for and compete for any vacant position for which they can qualify. Employees are considered qualified when they meet the minimum qualifications in the job descriptions for the classification. Other current unit members not impacted by layoff retain their rights to compete for the vacant positions as well. In the selection process, if the District does not select a current employee, it must appoint a qualified laid off employee who applied to the vacant positions over any outside applicants.

**10.6.1 Notice of Vacant Positions**

The District shall provide notice of vacant positions under this provision in the same notice process for 10.5 re-employment rights. It will be the responsibility of the laid off employee to provide the District with a list of additional job classifications they qualify for and wish to be notified of a vacancy.

**10.6.2 Application Process**

Laid off employees must file applications for the vacant positions for which they want to compete. Laid off employees who are notified they did not get the position or do not meet the minimum qualifications for the classification/position may request a meeting with Human Resources for the reasons.

**10.6.3 Appointment of Laid Off Workers**

Laid off employees who gain promotion through this section shall serve a six month probationary period. Any employee who does not pass the probation period per this section is demoted back to the former classification which could mean reinstatement on the re-employment list with original re-employment date.

**ARTICLE 11 - SAFETY CONDITIONS**

**11.1 Compliance**

Unit members shall not be required to work under unsafe or hazardous conditions. The Board shall conform to and comply with all health, safety (including adequate space for staff to work and move about easily) and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal Law.

**11.2** All employees shall work with the site administrator/supervisor to maintain safe and sanitary conditions in their work areas of responsibility.

**11.3** No employee in the bargaining unit shall be discriminated against as a result of reporting any condition believed to be unsafe.

**11.4** Safe working conditions shall be a priority.

### **11.5 Safety Committee**

11.5.1 The Association shall appoint three members to be part of the District-wide Safety Committee. The Safety Committee shall meet as required. The Safety Committee shall report its findings and recommendations to the Superintendent or her/his designee. The unit members of the committee shall be allowed reasonable release time to carry out their obligations under this section.

11.5.2 The Safety Committee agree to meet 3-4 times between the months of February – June 2010. CSEA and District to meet and Reassess in June 2009.

### **11.6 Assault Procedure**

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent and/or designee. The Superintendent and/or designee shall comply with any request from the unit member for information in possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and the courts.

## **ARTICLE 12 – UNIFORMS & PROTECTIVE CLOTHING**

### **12.1 Bus Drivers**

12.1.1 The District will ensure that each bus driver will have five serviceable long or short sleeve, at unit member's choice, uniform shirts, one light-weather uniform jacket and one heavy-weather uniform jacket at the start of each school year.

12.1.2 All bus drivers, while on paid status, will be in uniform and remain so while driving District vehicles and/or while on paid status. Drivers will be allowed to wear a solid-colored shirt under the uniform shirt. Drivers are to wear shirts tucked in or squared-off and must be buttoned closed. The only jacket that a driver may wear while on paid status is the one issued.

12.1.3 Drivers' responsibility for issued uniforms is as follows:

- (A) Proper cleaning of shirt or jacket
- (B) Sewing of buttons, patches, hems or mending
- (C) All drivers must make every effort to insure that the issued uniforms are properly cared for.



12.1.4 Replacement of shirts and jackets will take place as indicated below. To receive a new shirt, the old shirt must be shown to the Director of Transportation. The drivers jacket shall be replaced as needed based upon a determination by the Director, taking in to consideration it's weather ability and/or serviceability. Requests for replacement shall not be unreasonably denied if the jacket has been in service for at least three years.

12.1.5 The District will not reissue uniforms for the following:

- (A) If any issued shirt or jacket is lost or damaged due to negligence, it is the driver's responsibility to replace said item.
- (B) Non-occupational stain
- (C) Improper cleaning

12.1.6 The District shall provide each driver with rainwear, upon request.

## **12.2 Painter**

The District shall provide three pairs of white bib overalls to each painter. Each year the painter may turn in any unusable overalls in order to be issued new overalls.

## **12.3 Mechanics**

The District shall provide each auto mechanic with any desired combination of coveralls or shirt and slacks to number seven work outfits.

## **12.4 Student Nutrition**

The District shall ensure that aprons, gloves and hairnets are provided for Student Nutrition kitchen staff that prepare and/or serve food.

## **12.5 Custodians, Grounds and Maintenance Staff**

12.5.1 The District shall provide upon request up to three of either bib overalls or coveralls per year in exchange for an unserviceable pair to custodians, grounds and maintenance staff.

12.5.2 The District shall provide custodians, grounds and maintenance staff with rain gear, including waterproof boots, upon request.

**12.6** The District may require an employee to wear a specific uniform or type of clothing so long as the District assumes the cost of providing said uniforms or clothing and negotiates implementation.

**12.7** The District shall provide the appropriate amount and type of uniforms for each new employee.

- 12.8** If an employee, due to a medical condition, is unable to wear the District provided uniform/shirts, he/she will be provided uniform/shirts of alternate yarn.
- 12.9** The District will pay up to the maximum of \$500 for replacing or repairing personal property of the unit member such as eyeglasses, hearing aids, dentures, watches and articles of clothing worn by the unit member and damaged in the line of duty through no fault of the unit member.
- 12.10** The District will pay to a maximum of \$500 for replacing items used in the workplace. The item must have been damaged, stolen, burned or vandalized.
- 12.11** The District will pay the cost of repairing an automobile parked on campus or the vicinity of the school by a unit member while in the performance of his/her professional duties.
- 12.12** The maximum amount payable under this clause for each occurrence is \$500.
- 12.13** If the property is damaged beyond repair, the value of the property shall be the replacement cost up to \$500.
- 12.14** To qualify for payment, the unit member must file a claim with the District and a police report with the Vallejo Police Department when appropriate or required by law. The reports shall be filed as soon as practicable, but no later than three school days after finding the loss and/or damage.

Please see Appendix E for information regarding the Shoes for Crews Program.

## **ARTICLE 13 – PERSONNEL FILE**

### **13.1 Inspection**

- 13.1.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved and shall be maintained in a confidential manner as provided in the Education Code. The Human Resources Department shall maintain a log of persons, other than the Human Resources Department staff, who inspect a unit member's personnel file.
- 13.1.2 Such material is not to include ratings, reports, or records which;
- (A) Were obtained prior to the employment of the person involved, or
  - (B) Were prepared by identifiable examination committee members, or
  - (C) Were obtained in connection with a promotional examination

13.1.3 Every employee shall have the right to inspect such materials upon request, provided the request is made at a time when such person is not actually required to render services.

## **13.2 Derogatory Material**

13.2.1. Information of a derogatory nature, except material mentioned in 13.1.2 of this Article, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

13.2.2 Information of a hearsay nature shall not be placed in the personnel file except under the conditions set forth in Article 14.4.

## **ARTICLE 14 – PROCEDURES FOR EVALUATION OF UNIT MEMBERS**

### **14.1 Purpose**

Evaluations should be meaningful to the employer and employee, foster success and accountability in job performance and provide an effective communication process. This process should provide struggling employees with a plan regarding areas in need of improvement. It should also enable successful employees and their supervisors to discuss an employee's job performance, his/her professional goals as they relate to the goals of school sites/departments, information about employee contributions and District support in the work place. The District shall use the Evaluation Form referenced in Appendix F.

### **14.2 Probationary Period**

Probationary unit members shall be evaluated in writing at the end of the third month of employment and two weeks prior to the end of the six-month probationary period (130 days in paid status).

### **14.3 Evaluations**

Permanent unit members will be evaluated at least once every other year on or before May 20. The evaluator shall be given the opportunity to make written comments of the evaluation. The unit member shall be given a copy.

### **14.4 Evaluation Recommendations**

The unit member's evaluation shall not be based on hearsay statements. Any negative evaluation shall include recommendations for improvement and provision for assisting the unit member in implementing the recommendation. "Hearsay" is defined as information, which has not been obtained through the direct observation of the evaluator. However, such information may be used in the evaluation if the evaluator has conducted a fair and impartial good faith investigation to verify, substantiate and corroborate the information.

#### **14.5 Time Limits**

Unit members receiving a general rating of less than satisfactory shall have their evaluation completed prior to May 20. In this case, a unit member may request a second evaluation be completed by the last workday of the unit member's work year. The unit member's request for a second evaluation must be made within five days of receipt of the first evaluation. A general rating of less than satisfactory shall be given to any unit member who receives four or more less than satisfactory marks on her/his evaluation.

#### **14.6 Limitations**

14.6.1 Such ratings shall not be based on incidents which were not brought to the attention of the employee within twenty work days from the date of the incident.

14.6.2 No evaluation shall be based on hearsay statements as provided in Article 14.4

#### **14.7 Additional Evaluations**

Either the evaluator or the unit member may request additional evaluations provided the requesting party notifies the other party sixty calendar days in advance.

#### **14.8 Recommendations**

When a unit member is rated below satisfactory in any factor, the evaluator shall, in writing, give reasons for such rating. The evaluator shall include specific recommendations for improvement and provision for assisting the unit member in implementing such recommendations.

#### **14.9 Discussion**

The evaluator shall discuss each evaluation with the unit member. The unit member's signature shall indicate only receipt of a copy.

## **14.10 Review and Response**

Unit members shall have the right to make written comments in regard to the evaluation. All formal evaluations shall be filed in the unit member's personnel file, and are available for the unit member's inspection, by appointment. An employee who believes that his/her evaluation contains vindictive, discriminatory, or blatantly inaccurate ratings or comments shall have the right to seek a review by the Superintendent or his/her designee. The designated reviewer shall be empowered to cause a new evaluation to be prepared on the basis of his/her finding.

## **ARTICLE 15 – DISCIPLINARY ACTION**

### **15.1 Purpose**

The basic purpose of this article is to bring about more efficiency from the employee in doing assigned tasks. All discipline shall be progressive in nature and commensurate to the offense. Nothing in this article shall be construed to prevent layoffs for lack of work or lack of funds. No person in the permanent classified service shall be suspended, demoted, or dismissed except for reasonable cause designated by this article as detrimental to the efficiency of the service or the welfare of the District.

### **15.2 Definitions**

- 15.2.1 Disciplinary action includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds.
- 15.2.2 Dismissal means separation, discharge, or permanent removal of an employee from his position for cause in accordance with the provisions of the Education Code and these rules.
- 15.2.3 Suspension means temporary removal of an employee from his position with loss of pay as a disciplinary measure. However; this provision should not be construed as preventing the Superintendent from placing an employee on administrative leave while conducting an investigation into the charges.
- 15.2.4 Demotion means assignment to a position or status of lower pay without the employee's written voluntary consent.
- 15.2.5 Reprimand is a verbal warning

### **15.3 Level I - Informal**

#### **15.3.1 Personal Contact**

It is the responsibility of the immediate supervisor of an employee to initiate disciplinary action when such steps are necessary. The immediate supervisor

must meet with the employee and explain to the employee the actions, or lack of actions, of the employee which need modification.

- 15.3.2 The immediate supervisor shall make reference to District Policies, Rules and Regulations, job descriptions and the unit contract.
- 15.3.3 The employee shall be given reasonable time to state the employee's point of view in this conference.
- 15.3.4 The immediate supervisor must indicate actions to be taken by the employee to correct the weaknesses under discussion. Great care should be taken to be sure that the employee understands the actions to be taken by the employee.
- 15.3.5 The immediate supervisor should set time limits for improvement and review the next step in disciplinary procedures if the employee's actions are not corrected.
- 15.3.6 The Level I – Informal shall be memorialized in writing and a copy of the letter shall be given to the employee.
- 15.3.7 The employee has the option to provide a written response within ten (10) days and the response will be attached to the Level I.

Note the following are examples of cases, which should be referred directly to Level III.

- (A) Injury to the employee or another person
- (B) Destruction of property
- (C) A felony as defined in the Penal Code
- (D) Any sex offense as defined in Section 44010 of the Education Code
- (E) Any narcotic offense as defined in Section 44011 of the Education Code

#### **15.4 Level II - Formal**

- 15.4.1 If improvement of the employee's performance does not take place after the informal conference, the second level of disciplinary action should be initiated.
- 15.4.2 The immediate supervisor shall inform the employee in writing of the particular performance deficiencies.
- 15.4.3 A copy of the letter shall be given to the employee.
- 15.4.4 The immediate supervisor should then hold a conference with the employee regarding the matter reported.
- 15.4.5 In this conference both the immediate supervisor and the employee may each have a conferee(s) of their own choosing.
- 15.4.6 Again the employee is to be given reasonable time to give his/her point of view.
- 15.4.7 The immediate supervisor should stress methods of correction to be undertaken by the employee.
- 15.4.8 The immediate supervisor should set time limits for improvement and review the next step in disciplinary procedures if the employee's actions are not corrected.

- 15.4.9 The Level II – Formal shall be memorialized in writing and a copy of the letter shall be given to the employee.
- 15.4.10 The employee has the option to provide a written response within ten (10) days and the response will be attached to the Level II.
- 15.4.11 A copy of the Level II – Formal will be sent to the Human Resources Department to be placed in the employee’s personnel file.

## **15.5 Level III - The Office of the Superintendent**

If Level II steps do not bring about the necessary modifications to the employee's performance, the immediate supervisor will notify the Superintendent or his/her designee in writing.

The Superintendent or his/her designee will gather and review all pertinent information on the particular case.

A written statement on the case will be sent by the Superintendent or his/her designee to the employee with a set conference date.

The Superintendent or his/her designee will confer with both the employee and the Level II immediate supervisor together or separately. Efforts will be made to ascertain all pertinent information and to examine all policies, laws, rules and regulations which are applicable. In these conferences the immediate supervisor and the employee may each have a conferee(s) of his/her own choosing.

After fully reviewing the case, the Level III manager will make a clear statement of actions to be taken in writing to the employee and the immediate supervisor. This statement will be placed in the employee's personnel file along with any written response the employee wishes to make.

## **15.6 Level IV - Governing Board**

15.6.1 An employee who disagrees with the findings and/or actions of the Superintendent or his/her designee in fulfilling Level III of this Article may file an appeal within five days of receiving such findings and/or actions in writing.

15.6.2 The appeal is to be filed in writing with the Office of the Superintendent. The employee will request in the appeal that the appeal be heard by the Governing Board or with the concurrence of the Union by a hearing officer.

### **15.6.3 Hearing Officer**

- (A) Within five days the District shall submit a list of hearing officers to the employee. The list will contain names of seven persons who meet the qualifications listed below. The employee organization shall submit three names and the District four, with the District striking first. The names will be submitted to the Superintendent no later than July 1 of each year. Subsequently, a representative of the District and the employee will meet

to select the hearing officer by alternately striking a single name from the list until only one remains.

- (B) The hearing officer shall be a qualified professional with experience to preside at judicial or quasi-judicial adversary proceedings.
- (C) Fees and expenses of the hearing officer and hearing shall be borne equally by the Board and the employee. All other expenses shall be borne by the party incurring them.

#### 15.6.4 Hearing Set

- (A) Within 15 days of the appointment of the hearing officer a hearing will be conducted except that by mutual agreement between the parties a later day may be set.
- (B) The Superintendent will notify the employee of the date of the hearing in writing. The written message shall include a brief statement of the purpose of the hearing, including the specific policies, rules and regulations being violated by the employee. A District form will be attached to the written message to allow the employee to indicate whether or not the employee will be represented by an attorney.

#### 15.6.5 Hearing Procedure

- (A) The District's representative will make an opening statement including a brief resume of the charges, evidence to be presented, and witnesses to be called. The District's representative will present evidence and witnesses in support of the District's case for the disciplinary action.
- (B) The employee and/or designated representative may make an opening statement and present evidence and witnesses on behalf of the employee.
- (C) At the conclusion of the presentation, of all evidence and witnesses, each side will be given the opportunity to make a closing statement.
- (D) The hearing officer may ask questions of the District's representative, affected employee and their designated representative and witnesses called to testify.
- (E) Any witness called shall be administered the following oath by the appropriate officer: "Do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth and nothing but the truth?"
- (F) Strict rules of evidence, as required in court, will not be used. Evidence must be related to the issues and be the type of evidence which responsible persons rely upon in the conduct of serious affairs. Hearsay is admissible, but cannot be the sole basis for a finding on a material issue. Each party may cross-examine witnesses called by the opposing side.
- (G) The hearing shall be recorded, in full, by a certified shorthand reporter, stenographic reporter or other appropriate means regardless of whether the hearing is in executive or open session.



- (H) The services of the person required to record the hearing will be paid by the District. This recording will not be transcribed into writing unless the Governing Board orders or the employee requests a written transcript. If the transcript is requested by the employee, he/she shall pay the cost of such transcription and for copies requested. The recording shall be transcribed on line-numbered paper for ease of reference.
- (I) At the conclusion of the hearing, the hearing officer shall prepare and present his written report and finding on the charges to the Governing Board and submit a recommendation for the disposition of the case. The Governing Board will make its decision upon the facts set forth in these findings.
- (J) A copy of the hearing officer's report and finding shall be delivered to the District's representative and the employee and his representative at least three days prior to the meeting at which the Governing Board is to consider the report and findings and take official action on the Superintendent's recommendation.

#### 15.6.6 Final Decision

- (A) After receiving the findings of the hearing officer, or at the close of the hearing if before the Governing Board, the Board may retire into Executive Session to deliberate its decision. After the conclusion of the deliberation, the Governing Board will reconvene in open public session at which time a roll call vote will be taken and the decision will be entered in the official Board minutes.
- (B) After final action by the Governing Board, the Superintendent will send by mail a written notice of the decision to the employee with a copy to his designated representative, and to the Manager/Coordinator involved in the case. A copy of the Board's action will be placed in the employee's personnel file.
- (C) The action of the Governing Board will be final and binding.

## 15.7 Causes of Disciplinary Actions

The following is a list of the types of causes for disciplinary action. The list is not meant to be inclusive:

- (A) Incompetence or inefficiency in the performance of the duties of the position.
- (B) Insubordination (including, but not limited to, refusal to do assigned work).
- (C) Carelessness or negligence in the performance of duty or in the care or use of District property.
- (D) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- (E) Dishonesty.

- (F) Drinking or the possession of alcoholic beverages on the job, or reporting for work while under the influence of alcoholic beverages, or furnishing alcoholic beverages to a minor.
- (G) The use of any controlled substance on the job, the possession of a controlled substance on the job, or reporting to work under the influence of a controlled substance, or furnishing a controlled substance to a minor.
- (H) Engaging in illegal political activity during assigned hours of employment.
- (I) Conviction of any crime involving moral turpitude.
- (J) Conviction for sex offense as defined in Education Code Section 44010.
- (K) Repeated absences. If there is a demonstrated pattern of abuse, the District reserves the right to request of any unit member written certification from a doctor for verification of any illness, regardless of the number of days a unit member is absent.
- (L) Abuse of any leave privileges.
- (M) Falsifying any information supplied to the district including, but not limited to, District records.
- (N) Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by any appropriate State or Local Governmental Agency.
- (O) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- (P) Willful or persistent violation of the Education Code or rules of the Governing Board.
- (Q) Barring extenuating circumstances included but not limited to five (5) of the affected unit member's work days of continuous absence without approved leave shall be deemed abandonment and could result in termination as a voluntary resignation.
- (R) Advocacy of overthrow of federal, State, or local government by force, violence or other.
- (S) Repeated tardiness.

## **15.8 Disciplinary Actions**

The following disciplinary actions are to be taken only by the direction of the Superintendent or his designee and by the action of the Board:

- Suspension
- Demotion
- Dismissal

## **15.9 Limitations**

- 15.9.1 A grievance may be filed when the formal Discipline process has not been followed as outlined in Article 15. However, the causes for Disciplinary actions cannot be disputed through the Grievance process.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

### **16.1 Definitions**

- 16.1.1 A "grievance" is a formal written allegation by a grievant or the Association that he/she has been adversely affected by the interpretation, application or violation of this agreement.
- 16.1.2 A "grievant" is any member of the unit or the Association who is processing a grievance under this Article.
- 16.1.3 A "day" is any day in which the central administrative office of the District is open for business.
- 16.1.4 A "conferee" is one person chosen to assist a party to a grievance. A conferee may be present at all formal conferences or sessions between parties to the grievance.
- 16.1.5 The "manager" is the lowest level administrator having line supervisory authority over the grievant and who has been designated to adjust grievances.

### **16.2 Informal Level**

- 16.2.1 Before filing a formal, written grievance, the grievant must discuss the alleged grievance with the grievant's immediate manager within 15 days from the time the grievant knew or should have known of the occurrence upon which the grievance is based
- 16.2.2 Within five days of the informal meeting, the immediate manager shall respond to the grievant. If the grievance is not resolved then the grievant may proceed to Level I.

### **16.3 Level I**

- 16.3.1 Within 5 days of the response at the informal level or within five days from the date the response was due the grievant must present the grievance in writing on the form provided to the appropriate manager.
- 16.3.2 This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, the date of the occurrence, citation of the specific article, section and paragraph of this agreement that is alleged to have been violated, the decision rendered at the end of the informal conference, and the specific remedy sought. The statement shall be signed and dated by the grievant.
- 16.3.3 Either party may request a conference to discuss the written grievance. Either party to the grievance may bring a conferee to the conference. The manager shall

communicate his decision to the grievant in writing within five days after receiving the grievance.

#### **16.4 Level II**

- 16.4.1 If the grievant is not satisfied with the response at Level I or if no response is made within the time provided, the grievant may within fifteen days appeal in writing on the form provided to the Superintendent or his/her designee. All responses required at this level shall be forwarded to the Association.
- 16.4.2 The appeal shall contain a clear, concise statement of the reasons for the appeal and the name of the grievant conferee, if any. The copy of the appeal and any accompanying statements shall be forwarded by the appellant to the other party to the grievance.
- 16.4.3 The Superintendent or his/her designee shall confer with the grievant within five days. The Superintendent or his/her designee, and the grievant may each have a conferee at this meeting. Parties shall make full disclosure of all known facts regarding the grievance at this meeting. The Superintendent or his/her designee shall communicate a decision to the manager and the grievant in writing within five days following the completion of the conference.

#### **16.5 Level III**

- 16.5.1 If the grievant is not satisfied with the response at Level II or if no response is made within the time provided, the grievant may within ten days appeal in writing on the form provided to the Board through the Superintendent.
- 16.5.2 The appeal of the grievant shall request that either (a) the Board make a final and binding determination of the matter or (b) the Board render a decision that the grievant and the Association may appeal to binding arbitration as described hereafter. Nothing shall prevent the Board from deferring on the matter. The Association then may choose to go to binding arbitration.
- 16.5.3 The Board shall determine the issue by referring to the written grievance and the answers thereto at each step plus any evidence submitted in writing by the parties. Neither party may rely upon any grounds of evidence not previously disclosed to the other at Level II, except any facts which become known after the decision is rendered at Level II.
- 16.5.4 Within fifteen days from the receipt of the appeal from Level II by the Superintendent, the Board shall announce its decision. The Board may decide to refer the matter to binding arbitration or propose a modification of the decision at Level II that will satisfy all parties.

#### **16.6 Level IV**

- 16.6.1 Should the grievant and the Association not accept the proposed modification, they may submit the grievance to binding arbitration. Such submission by the Association must be made within fifteen days after service of the decision.

- 16.6.2 The parties shall request that the California State Conciliation Service supply a listing of five names of persons who are experienced in arbitration.
- 16.6.3 Within five days following the receipt of the names, each party shall alternately strike names until only one name remains. The person so named shall become the arbitrator. The order of the striking shall be determined by lot.
- 16.6.4 The fees and the expenses of the arbitrator and hearing shall be borne by the party incurring them.
- 16.6.5 The arbitrator shall have no power to consider any matter for which there is another remedial procedure provided by law or rule or regulation having force of law, or which is specifically excluded from this procedure.
- 16.6.6 Should the question of habitability be raised the arbitrator shall rule on such question in the first instance
- 16.6.7 The arbitrator shall have no power to recommend a settlement, which would add to, subtract from, modify, amend or delete any provision of this agreement. The arbitrator shall have no power to recommend a settlement, which would alter conditions existing prior to or after the expiration of this agreement, nor shall he/she recommend a money award for more than the individual grievant would otherwise be entitled.
- 16.6.8 The arbitrator shall, as soon as possible, hear evidence and render recommendation to the parties on the issues submitted to him/her. The arbitrator shall determine the issue by referring to the written grievance and the answers thereto at each step plus any appropriate testimony or evidence submitted by the disclosed to the other at Level II, except any facts, which become known after decision, are rendered at Level I
- 16.6.9 After the hearing, and receipt of final submissions, the arbitrator shall submit, in writing, his/her decision which shall be binding on both parties.

## **16.7 Miscellaneous**

- 16.7.1 All documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants. Documents removed from the personnel files during the processing of a grievance shall be returned to the file at the conclusion of the grievance procedure.
- 16.7.2 Time limits provided in this article may be extended by mutual agreement when signed by both parties.
- 16.7.3 No grievant shall be required to attend a conference scheduled by a manager at any formal level of this procedure without being afforded the opportunity to have representation.
- 16.7.4 Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association or other representative in processing a grievance after a formal grievance is filed.
- 16.7.5 Nothing contained herein shall be construed as authorizing the Association to participate in the grievance brought by a unit member except at the grievant's request, except that no grievance shall be considered settled without the

Association having been given a copy of the proposed resolution and having been afforded an opportunity to respond.

16.7.6 Grievances not appealed within the time limits provided shall be considered withdrawn and may not be re-instituted in whole or in part at a later date.

16.7.7 The District shall make available for testimony in connection with the grievance procedure any unit member whose appearance is requested by the grievant or the Association. Any unit member required to appear in connection with this article shall suffer no loss of pay.

## **16.8 Job Stewards**

The Association may designate for the purpose of processing grievances six job stewards. The Association shall notify the District in writing of those members designated as job stewards and any subsequent changes.

### **16.8.1 Release Time**

The job stewards shall request release in writing from her/his immediate supervisor and shall report in upon return to duty. Total amount of released time granted to the six job stewards shall not exceed twenty hours, travel time inclusive, per month. Time spent at hearings shall not be charged against this maximum.

### **16.8.2 On Entering Site**

Upon entering another work location, the job steward shall identify herself/himself to the management employee or her/his designee in charge of that location and state the purpose and expected duration of the visit. The job steward may be denied permission by the management employee to talk to the unit member on her/his duty time if that will unduly interfere with the unit member's work.

## **ARTICLE 17 - ORGANIZATIONAL SECURITY**

### **17.1 Dues**

The Association shall have the sole and exclusive right to have membership dues deducted for unit members by the District as follows:

17.1.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA and transmit them to CSEA.

17.1.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

17.1.3 The employer 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.

17.1.4 There shall be no charge by the employer to CSEA for deductions.

## **17.2 Membership**

The District shall distribute CSEA-supplied member applications to new hires (but not make any statement suggesting workers must join. The District shall refer all employer questions about CSEA or dues over to the Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy the District's duty to bargain the effects of *Janus* decision.

17.2.1 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker 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.

17.2.2 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

## **17.3 District Indemnification**

CSEA shall indemnify, defend and hold the District, board members and employees harmless from any claims made of any nature and against any lawsuit instituted against the District, board members, and employees arising from the District's actions pursuant to its obligation contained in the Article. CSEA shall pay to District all costs of litigation's incurred by District which arise out of the District's performance of its obligations under this Article, including legal fees paid to an attorney of the District's choice. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

## **17.4 Employee/Employer Relations Committee (EERC)**

The (EERC) Employee/Employer Relations committee is a problem solving committee which shall meet monthly. The agenda generated by CSEA Chief Job Steward, shall be supplied to both parties.

## **ARTICLE 18 – EFFECT OF AGREEMENT**

### **18.1 Full Agreement**

All conditions of employment within the scope of mandatory bargaining under Government Code 3540 et seq. in effect in the District prior to and at the time this agreement was signed are null and void. This Agreement terminates and supersedes all practices, agreements, procedures, traditions and rules or regulations concerning matters covered herein.

The parties agree that during the negotiations which culminated in the Agreement each party enjoyed and exercised without constraint, coercion, intimidation or other limitation, the right and opportunity to make demands or proposals and counter-proposals and that understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

The parties agree therefore that the other shall not be obligated to meet and negotiate with the respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either at the time they negotiated or signed this Agreement.

### **18.2 Saving Clause**

Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause shall be automatically deleted from this Agreement to the extent it violated the law. The remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

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



**ARTICLE 19 – DURATION OF THE AGREEMENT**

This Agreement is in effect July 1, 2021 to June 30, 2024 or until a successor, agreement is adopted. The parties agree to Re-openers for the 2023-2024 School Year.

## **CSEA Professional Growth Process**

Below is the process for the Professional Growth Committee to follow in alignment with BP 4231 – Staff Development

### **Criteria for Consideration of Approval**

1. The activity is consistent with district's definition of Staff Development, meets the Professional Growth needs of the individual as identified by the individual, and can be applied to the employee's present or reasonable future assignment.
2. The activity is performed outside the employee's regular duty hours and the employee is not paid for participation or service.
3. Units for non-college level or ungraded courses, which includes committee work, trainings and seminars sponsored by CSEA or other affiliations are awarded as follows:

<u>Total Hours</u>	<u>Units Earned</u>
15	1 unit
30	2 units
45	3 units
60	4 units
75	5 units
90	6 units

### **Prior Approval Procedure**

A unit member who believes that he/she is entitled to Professional Growth Units must submit an approval request prior to the activity. It must be signed by the immediate supervisor and received by the Professional Growth Committee prior to undertaking the activity. Registration verification of Flyer and Professional Growth Form must be submitted prior to the date of the class/course/workshop. Proof of completion of activity must be submitted (i.e. credit/grade report or written summary with proof of attendance) within one year of completing the activity.

On occasions wherein the employee received a last-minute notification of an activity he/she would like to participate in for professional growth equivalents, the employee may satisfy prior notification requirement by contacting the Chairperson of the Professional Growth Committee via e-mail or phone, notifying him/her of an intent to submit a "Request for Approval" of the activity. Within three work days, the written "Request for Approval" should be submitted to the Professional Growth Committee.

### **Evaluation Procedure**

Upon completion of the activity, final evaluation and approval will be dependent upon appropriate reports, resumes, products, and verification by the employee.

### **Submitting Evidence of Units or Professional Growth Equivalents**

All college/university course work or approved professional growth equivalents which are to be used to earn professional growth payment must be completed by September 1 of each year. The verification of such credits must be presented to the Committee no later than October 1.

## **Types of Professional Growth Equivalent Activities**

(Prior Approval and Appropriate Follow-up Required)

### 1. School Level

One unit for each 15 hours of participation will be given for participation on district committees. The request for approval shall include the purpose of the committee work, the amount of participation time, approximate duration of assignment and the values to be realized by the applicant. Approval shall be based upon the written report by the individual detailing his/her activities. In addition, the applicant must include a statement outline for verification by the committee chairperson of the time and effort expended upon completion of the assignment.

### 2. Conference Attendance

One unit will be granted for each 15 hours of attendance at educational or civic conferences. Only time outside of school hours actually spent at work sessions, lectures, panel discussions, etc., may be applied toward credit. (Travel time will not count.) Verification of attendance and a written summary of the sections attended must be submitted two weeks after completion of conference to the Professional Growth Committee.

### 3. Workshop Attendance

One unit will be granted for each 15 hours of participation at workshops will be granted. A workshop is defined as a group meeting together to consider a specific problem or problems, or the presentation of materials that will be of benefit as defined in Criteria for Consideration of Approval. The individual must prepare a written report summarizing his/her participation and presenting his/her final conclusions. The request for prior approval shall include the purpose of the workshop, participants, time, place, duration, and values to be gained. Evaluation shall be based on the written report.

### 4. Vallejo Community Service

One unit will be granted for each 15 hours of active participation and involvement in Vallejo's community activities and projects. For the purpose of this section, community service shall include a quality and degree of service which clearly exceeds one's professional assignment.

## **Compensation**

Compensation for members of the CSEA unit shall be specified in Article 3 of the CSEA contract.

- CSEA Officers will be paid as outlined in Article 3.13.7 of the contract.
- CSEA Site Representatives, Committee Chairpersons, and Committee members are eligible for up to three (3) units per year, depending on the number of hours logged. A log needs to be maintained of the appropriate activities that occur outside the Chapter meetings.
- If unit members who are on the 39-month rehire list are recalled and re-employed within the 39-month period, professional growth units and/or hours and if applicable, compensation will be reinstated.

Eligibility for credits is based on time spent during non-duty hours. Retroactive credit is not

approved. It is the responsibility of the individuals who wish credit to forward the log sheets, proof of completion, summaries, etc., to the CSEA Professional Growth Committee at the completion of the class, course, workshop, training, seminar, etc.

**Please print clearly or type:**

Last name \_\_\_\_\_ First Name \_\_\_\_\_ Phone #: \_\_\_\_\_

Site/Department \_\_\_\_\_ Position/Title \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Instructions:** A unit member who believes that he/she is entitled to Professional Growth Units must submit an approval request prior to the activity. It must be signed by the immediate supervisor and received by the Professional Growth Committee prior to undertaking the activity. Registration verification or Flyer and Professional Growth Form must be submitted prior to the date of the class/course/workshop. Proof of completion of activity must be submitted (i.e. credit/grade report or written summary with proof of attendance) within one year of completing the activity.

**Criteria:** To meet the criteria for consideration of approval, the activity must be consistent with the District's definition of Professional Growth, meets the Professional Growth needs of the individual as identified by the individual, and can be applied to the employee's present or reasonable future assignment.

**Section 1: Professional Growth Activity Information**

Seminar/Workshop/Activity \_\_\_\_\_  
 Number of Professional Growth Hours you are Requesting: \_\_\_\_\_ Calendar Dates of Activities: \_\_\_\_\_  
 Expected Date of Completion: \_\_\_\_\_ Time of Activity (i.e., 5:30 – 8:30 p.m.): \_\_\_\_\_  
 (Minus Meal Period)

(Or)  
 School/College: \_\_\_\_\_ Course Number: \_\_\_\_\_ Course Units/Credits: \_\_\_\_\_  
 Number of Professional Growth Units you are Requesting: \_\_\_\_\_ Calendar Dates of Activities: \_\_\_\_\_  
 Expected Date of Completion: \_\_\_\_\_ Time of Activity (i.e., 5:30 – 8:30 p.m.): \_\_\_\_\_

What are your expectations from this activity as it pertains to your professional growth? (Attach separate sheet if necessary.)

\_\_\_\_\_

\_\_\_\_\_

**Section 2: Acknowledgement of Immediate Supervisor**

Acknowledgement by Immediate Supervisor must be returned to Unit Member within five (5) days. Professional Growth Units are approved by the Professional Growth Committee which comprises of CSEA and VCUSD representatives.

I presented this form to my immediate supervisor on: \_\_\_\_\_ Date: \_\_\_\_\_ Signature of Unit Member: \_\_\_\_\_

Date Received: \_\_\_\_\_ Signature of Immediate Supervisor: \_\_\_\_\_ Date Returned: \_\_\_\_\_

**Make a copy for your records. When both Section 1 and Section 2 above have been completed, send entire NCR application and supporting documents to: HUMAN RESOURCES**

**Section 3: Initial Review by Professional Growth Committee**

The Professional Growth Committee reviewed your request for Professional Growth Units and:  
 We agree that you should pursue this activity for (maximum Units requested) \_\_\_\_\_

We did not approve your request because \_\_\_\_\_

Signature of District Professional Growth Committee Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 4: Final Review by Professional Growth Committee**

Professional Growth Units have been approved in the amount of: \_\_\_\_\_  
 Professional Growth Units have not been approved because: \_\_\_\_\_

Signature of District Professional Growth Committee Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

**Appeal Request**

I do not agree with your decision and request a meeting with the Professional Growth Committee.  
 Signature of Unit Member: \_\_\_\_\_ Date Returned to Committee: \_\_\_\_\_

Final Distribution: White: Personnel Yellow: CSEA Pink: Employee

# VALLEJO CITY UNIFIED SCHOOL DISTRICT

## Employee Payroll Inquiry/Request Form

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

SSN (last four digits): \_\_\_\_\_

Phone: \_\_\_\_\_

Please mark the appropriate box below indicating the nature of your inquiry/request

Sick Leave

W-2

Indicate Year

\_\_\_\_\_

Vacation

Pay Stub

Indicate Month

\_\_\_\_\_

Incorrect pay

Retirement

1st Pacific

Other

\_\_\_\_\_

NOTES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Processed By	_____
Date	_____

**PLACEMENT RIGHTS AND DETERMINATIONS OF EMPLOYEES IMPACTED BY LAYOFFS**

The following memorializes clarifications or agreements that the District and the Association used in the placement rights and determinations that have been made for employees impacted by layoffs.

- (A) Closest to whole shall mean what placement options will enable the employees to remain as close as possible to their displaced positions in terms of hours, days and pay.
- (B) Closest to whole may result in an increase in hours and/or days for individual employees.
- (C) In options given to employees whose positions end up being reduced, they will have an option to take the reduction or take the closest to whole placement.
- (D) An adjusted seniority date will be established for employees whose work history includes demotions and promotions which follows the contract definition of seniority being length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent unit member.

The adjusted seniority date will be determined by adding the total time in the lower class to the earliest hire date for the higher class in which seniority placement is being determined.

- (E) In the case of employees who take multiple positions in order to remain as close to whole as possible to avoid layoff, the provisions of Article 3.8 Mileage will not apply for extra travel mileage getting to the multiple positions.

The distinction shall be that the placement in multiple positions at multiple sites and any driving between those sites are not at the initiation or a requirement of the District.

However within the separate positions, should the employees use their vehicles in the performance of the duties of the position, they shall be entitled to the mileage per Article 3.8.

- (F) The parties reserve the right to amend this Memorandum of Agreement (MOA) to fully capture all of the agreements arising from the on-going effects negotiations.

**AGREEMENT BETWEEN CSEA CHAPTER #199  
AND  
VALLEJO CITY UNIFIED SCHOOL DISTRICT**

**MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding ("MOU") is entered into this 21<sup>st</sup> day of August 2020 by and between the Vallejo City Unified School District ("District") and California School Employees Association Chapter #199 ("CSEA"). VCUSD and CSEA agree to the following with regards to the Head Custodian – K-8 positions. The parties agrees as follows:

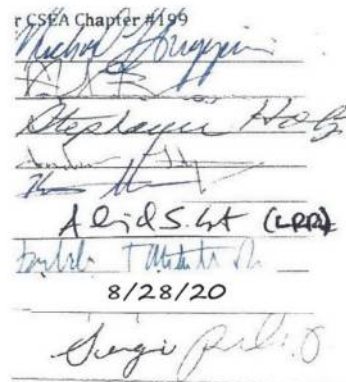
1. Head Custodian – K-8 positions was an outcome of Reclassification 2018-2019 and shall be paid at Range 7 of the CSEA salary schedule.
2. The effective date of Reclassification 2018-2019 is 7/1/2018.
3. Head Custodian – K-8 positions exist at the K-8 (Kindergarten – Grade 8) school sites. At the time of Reclassification 2018-2019 the sites are:
  - a. Cave Language Academy
  - b. Mare Island Health and Fitness Academy
  - c. Loma Vista Environmental Science Academy
  - d. Solano Widenmann Leadership Academy
  - e. Vallejo Charter School
4. A job description will be created that is commensurate to the Head Custodian – K-8 position.
5. If the unit member impacted by Reclassification 2018-2019 was in a Head Custodian position, their seniority as a Head Custodian will be grandfathered or combined with the Head Custodian – K-8 position.

For the District:



Three handwritten signatures for the District, including one that appears to be 'D. [unclear]' and another that appears to be 'L.M. [unclear]'.

For CSEA, Chapter #199



Handwritten signatures and text for CSEA, Chapter #199. The text includes 'CSEA Chapter #199', 'Michael [unclear]', 'Stephanie [unclear]', 'A. [unclear] (LRA)', '8/28/20', and 'Sergio [unclear]'.



**AGREEMENT BETWEEN CSEA CHAPTER #199  
AND  
VALLEJO CITY UNIFIED SCHOOL DISTRICT**

**MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding ("MOU") is entered into this 27<sup>th</sup> of April by and between the Vallejo City Unified School District ("District") and California School Employees Association Chapter #199 ("CSEA"). VCUSD and CSEA agree to the following regarding the Shoes for Crews Program in an effort to reduce Worker Compensation injuries due to slip and falls.

1. CSEA and the District have reached an agreement to implement a voluntary program called Shoes for Crews for Student Nutrition Services and Custodial staff members.
2. Two (2) pairs of shoes per fiscal year will be given to each member who voluntarily participates in the program.
3. This program will continue as long as funding is available.
4. If the program is successful, the District will meet and confer with the Chapter to implement the program in other departments.
5. Because this is a voluntary program, Article 12.6 does not apply.

For the District:

~~\_\_\_\_\_~~  
\_\_\_\_\_ *Just [unclear]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CSEA, Chapter #199

*Stephan [unclear]*  
\_\_\_\_\_  
*Rockelle Weston*  
\_\_\_\_\_  
*Michael [unclear]*  
\_\_\_\_\_  
*[unclear]*  
\_\_\_\_\_  
\_\_\_\_\_

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE EVALUATION**

**I. Employee Information**

Employee Name: \_\_\_\_\_ Position \_\_\_\_\_

Location \_\_\_\_\_ Employment Status: \_\_\_\_\_

**II. Purpose of Evaluations:** Evaluations should be meaningful to the employer and employee, foster success and accountability in job performance and provide an effective communication process. This process should provide struggling employees with a plan regarding areas in need of improvement. It should also enable successful employees and their supervisors to discuss an employee's job performance, his/her professional goals as they relate to the goals of school sites/departments, information about employee contributions and District support in the work place.

In signing the Report of Performance, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with conclusions of the evaluator. The employee may submit a response to this report, in addition to any comments above, to the immediate manager with a copy to Human Resources.

**III. Factors to be Rated:** See back of form for instructions

	Above Satisfactory	Satisfactory	Needs to Improve	Unsatisfactory	Not Observed or Not Applicable
<b>Work Performance:</b>					
1. Performs duties in an accurate and thorough manner					
2. Proactively communicates and troubleshoots with others to ensure timely completion of work assignments					
3. Shows flexibility and uses good judgement in the performance of work commensurate to their position					
4. Complies with procedures and rules					
5. Contributes to a professional and positive work environment					
6. Accepts job responsibilities					
7. Actively contributes towards a safe environment for self and others					
<b>Dependability</b>					
8. Arrives on time					
9. Follow oral and/or written instructions					
<b>Personal Qualities/Relations</b>					
10. Is tactful and courteous					
11. Works and communicates effectively with stakeholders					
12. Maintains a neat and clean appearance commensurate to their position					
<b>Leadership Qualities</b>					
13. Ability to lead and train others commensurate to their position					
14. Displays initiative by willing to assist when needed					

**Overall Rating:**

**Comments by Evaluator:**

*(See link if any rating below unsatisfactory given)*

**Comments by Employee (if desired):**

\_\_\_\_\_  
Print Name of Evaluator    Signature of Evaluator    Date

\_\_\_\_\_  
Print Name of Employee    Signature of Employee    Date

\_\_\_\_\_  
Print Name of HR Representative    Signature of HR Representative    Date

**NOTICE OF ABSENCE**

\_\_\_\_\_  
Last Name (Please Print) First Name

\_\_\_\_\_  
Employee PSL# Current Date

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Work Site

This certifies that I was absent from my duties for the reasons listed below. Please **LIST THE DATES OF ABSENCES** on  
The appropriate lines below. For explanations see the reverse side. **PLEASE LIST DAYS/HOURS OF REPORTED ABSENCE.**

TOTAL DAYS \_\_\_\_\_

TOTAL DAYS \_\_\_\_\_

**A) SICK and/or VACATION LEAVE** (Insert Dates of Absence)

**NAME OF SUBSTITUTE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ILLNESS  
MEDICAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**INDUSTRIAL INJURY/ILLNESS**

\_\_\_\_\_

\_\_\_\_\_

**PERSONAL NECESSITY** (Must be Pre-Approved by  
Personnel Unless Emergency)

\_\_\_\_\_

**State Reason:** \_\_\_\_\_

\_\_\_\_\_

**VACATION/ANNUAL LEAVE**  
(Classified & Classified Managers Only)

\_\_\_\_\_

\_\_\_\_\_

**CATASTROPHIC LEAVE** (Special Approvals Required)

\_\_\_\_\_

**B) DISTRICT LEAVE** (Insert Dates of Absence)

\_\_\_\_\_  
**State Relationship to Deceased:** \_\_\_\_\_  
**Location and Miles Traveled:** \_\_\_\_\_

**BEREAVEMENT**

\_\_\_\_\_

\_\_\_\_\_

**JURY DUTY/COURT WITNESS**  
(Verification of Attendance must be Attached)

\_\_\_\_\_

\_\_\_\_\_

**PROFESSIONAL LEAVE**  
(Pre-Approved by Personnel Director)

\_\_\_\_\_

\_\_\_\_\_

**ORGANIZATIONAL LEAVE** (Union activity)

\_\_\_\_\_

\_\_\_\_\_

**MILITARY LEAVE**  
(Orders must be Attached)

\_\_\_\_\_

**C) PERSONAL BUSINESS** (Three days per year. Additional days  
at no pay are possible if requested.  
Requests are submitted to Personnel Director)

\_\_\_\_\_

**CERTIFICATED** (Cost of Sub Deducted from Pay)

\_\_\_\_\_

\_\_\_\_\_

**CLASSIFIED** (50% OF Daily Rate Deducted from Pay)

\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Manager

The following to be placed at the bottom of the pink Notice of Absence form:

**Please note:** After all fully paid sick leave is applied, if employee still cannot return to work, extended sick leave will be applied. Extended sick leave is for up to 100 days, at 50%. These days at half pay may be coordinated with wage replacement from industrial benefits or disability insurance, where applicable. When other supplemental benefits don't apply, employee payroll checks while using extended illness leave will reflect reduced earnings, of half of employee's regular daily gross wages.

*[Handwritten signature]*  
A. H.  
12/18/17  
~~\_\_\_\_\_~~

For USA Chapter #199  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Stephanie Hertz  
~~\_\_\_\_\_~~  
Dr. F. J. Portenade 1/22

*[Handwritten signature]*  
Alid S. G.

MEMORANDUM OF UNDERSTANDING  
Between  
California School Employees Association and its Chapter #199 Vallejo  
And  
Vallejo City Unified School District  
July 21, 2022

This memorandum is agreed between Vallejo City Unified School District and the California School Employees Association and its Chapter 199 (together "CSEA") concerning continued safety issues related to the coronavirus (SARS-CoV-2) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations for students, teachers, staff, and communities. While the availability of safe and effective vaccines against COVID-19 has changed the workplace safety situation in some ways, the parties recognize that coronavirus continues to create potential workplace hazards in school settings, including hazards related to unvaccinated students, medical or other physical conditions that render vaccination less effective, and the potential for even vaccinated individuals to carry the virus out of the workplace and possibly infect vulnerable individuals in the home or community. The parties also recognize that COVID-related scientific understanding and public-health guidance continues to evolve.

To preserve the continuity of District operations and protect the health and safety of District employees, students, and the communities the District serves, the District and CSEA agree as follows regarding the CSEA-represented bargaining unit:

1. **Adherence to applicable standards:** The District's operations will adhere to the most protective applicable official coronavirus safety standards and/or guidance from the California Department of Public Health, California Department of Education, California Division of Occupational Safety and Health (Cal/OSHA), federal Centers for Disease Control and Prevention, federal Occupational Safety and Health Administration, and county public health authorities. The District's operations will also adhere to applicable federal and state statutes and executive orders about coronavirus. The District will clearly communicate and enforce the applicable standards and/or guidance.
2. **Face coverings:** The District highly recommends and may mandate all persons on District property or at District events, to follow CDPH and Cal/OSHA guidance on face coverings. At minimum, the District recommends any individual who has not been fully vaccinated against COVID-19 to wear a cloth face covering when:
  - inside of, or in line to enter, any indoor public space or District-provided transportation;
  - engaged in work, when interacting in-person with any member of the public, working in any space visited by members of the public, working in any space where food is prepared or packaged, working in or walking through common areas, or in any room or enclosed area where other people are present;

This recommendation does not apply to persons younger than two years old, or with a


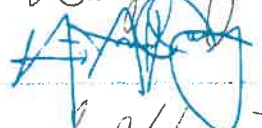
medical condition that prevents wearing a face covering. It may be adapted (for example by using face shields) to accommodate special needs.

3. **Personal protective equipment (PPE):** The District shall provide sufficient PPE to bargaining-unit employees, including face coverings. "Sufficient PPE" may differ depending on the job classification and tasks required of the employee. The District shall provide adequate sanitation facilities.
4. **Screening:** The District highly suggests all persons who come onto District property and/or attend District events to self-screen. The District at minimum will provide one or all of the following:
  - providing parents with the list of COVID-19 symptoms and instructed to keep their child at home if the child is feeling ill or has symptoms of COVID-19, even if symptoms are very mild, and to get their ill child tested for SARS-CoV2;
  - providing staff members with the list of COVID-19 symptoms and be instructed to call in sick and stay home if having symptoms of COVID-19 and to get tested for SARS-CoV2;
  - providing an isolation room for anyone exhibiting one or more symptoms of COVID-19 while at school, and providing instructions for students and staff for proper procedures should such symptoms arise; and
  - ensuring that symptomatic individuals are excluded from District sites and are permitted to return only according to applicable public-health guidance in such a way as to prevent transmission of the virus; this may include testing to rule out COVID-19.
5. **Testing:** The District shall conduct symptomatic and asymptomatic testing according to applicable state and federal guidance. At minimum, the District shall make federally and/or state-provided tests available to employees.
6. **Vaccination leave:** The District will adhere to SB 95 leave for bargaining-unit employees to be vaccinated against COVID-19, including reasonable time to travel to or from a vaccine appointment, time when side effects preclude working, and time for a booster shot should such be recommended by public-health authorities. When SB 95 sunsets on September 30, 2022, all traditional leaves for CSEA employees will apply, unless extended and/or new law introduced by the legislature.
7. **No retaliation:** The District acknowledges that employees have the right to be free from retaliation in bringing potential workplace safety hazards to the District's attention or to the attention of enforcement authorities. Employees shall also be free from retaliation for reporting COVID-19 symptoms or potential exposure or for excluding themselves from District facilities according to applicable public-health guidance to prevent spread of the virus.

8. **Problem-solving:** Upon either party's request, the District and CSEA will meet expeditiously to problem-solve about workplace safety issues.
9. **Grievance procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
10. **Term of agreement:** This agreement shall be effective from July 1, 2022, through June 30, 2023. Either party may reopen this agreement for further negotiation if there is a significant change in the public health situation with regard to COVID-19. Upon request of either party, there may be negotiations about the effects of COVID-related regulations.

Signed on this date of July 21, 2022 by

FOR CSEA:

  
Stephanie Holtz  
Andrew Teitzman  
Sergio Pulgar  
  
Michael Hoffmann  
Adrian  
Dustin Patrone

FOR VCUSD



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS VALLEJO  
CHAPTER NO. 199 ("CSEA")  
AND THE  
VALLEJO CITY UNIFIED SCHOOL DISTRICT ("DISTRICT")  
REGARDING THE  
WORKPLACE SAFETY OF UNIT MEMBERS**

CSEA and the District hereby agree as follows:

- 1) All Site Safety Supervisors shall be provided reasonable professional development training related to maintaining school safety on an annual basis, which shall include required training based on duties and skills outlined in the job descriptions and may include but is not limited to active shooter, emergency response and security training. Further, the District shall provide all Site Safety Supervisors with professional development regarding Individualized Education Programs ("IEP") and the Positive Behavior Matrix.
- 2) The option to participate in self-defense training will be provided to all Site Safety Supervisors. Site Safety Supervisors will be compensated at their hourly rate for training during non-work hours.
- 3) All Site Safety Supervisors shall be provided with bulletproof vests and body armor (including arm and hand protection) upon request and at no cost.
- 4) The District recognizes the Site Principal or Site Designee at each District site who shall be responsible during the working hours of Site Safety Supervisors to address school safety related matters. Further, Site Safety Supervisors shall be provided the opportunity to participate as members of Design teams and/or School Site Councils. Site Safety will work closely with the Site Principal or Site Designee to address Site related Safety matters.
- 5) The District, in collaboration with CSEA, shall ensure that a site-specific Comprehensive School Site Safety Plan (CSSSP) is developed and maintained for each District site and is applicable to all site programs at all times.
- 6) Absent written agreement with CSEA, the District shall only assign Site Safety Supervisors duties which are listed on the Job Description, or which reasonably relate to the classification.
- 7) Absent written agreement with CSEA, the District shall not transfer Site Safety Supervisor's duties to any other classification.



This MOU is subject to the ratification of both Parties. It is hereby signed on this 9th day of December 2022.

For the District:



Gigi Patrick, Ed.D.  
Assistant Superintendent of  
Human Resources

For CSEA:



Kathleen Teitgen  
Chapter 199 President



Andrew Teitgen  
Chapter 199 1<sup>st</sup> Vice President



Adilia Maxwell  
Chapter 199 Chief Steward



Will Pope  
Labor Relations Representative

WITH LONGEVITY

VALLEJO CITY UNIFIED SCHOOL DISTRICT  
 CLERICAL, BUSINESS, FOOD SERVICE AND SCHOOL SERVICE  
 SALARY SCHEDULE 2023 - 2024

RANGE	TITLE	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		AT 10 YRS		AT 15 YRS		AT 20 YRS		AT 25 YRS		AT 30 YRS		
		HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	
4	ADULT CHILD CARE ATTENDANT	15.94	2760	16.66	2888	17.42	3020	18.23	3158	19.04	3303	19.93	3456	20.30	3519	20.67	3585	21.47	3718	21.86	3789	22.26	3860	
	CLERK I																							
	COMMUNITY ASSISTANT																							
	ELEMENTARY ACTIVITIES ASSISTANT																							
	LIBRARY CLERK I																							
	MIDDLE SCHOOL ACTIVITIES ASSISTANT																							
	PARENT ASSISTANT																							
SNS ASSISTANT I																								
SNS CAFE OPERATOR (DIST OFFICE)																								
5	AFTER SCHOOL TEACHER ASSISTANT	16.66	2888	17.42	3020	18.23	3158	19.04	3303	19.93	3456	20.88	3615	21.24	3683	21.63	3751	22.46	3892	22.87	3967	23.32	4040	
	BILINGUAL TEACHER ASSISTANT																							
	BILINGUAL TESTER																							
	BILINGUAL TUTOR																							
	CATEGORICAL PROGRAM CLERK																							
	CHILD DEVELOPMENT ASSOCIATE																							
	CLERK II																							
	COMPUTER LAB SPECIALIST																							
	EXPANDED LEARNING PROGRAM ASSISTANT																							
	FARM ASSISTANT																							
	LIBRARY CLERK II																							
	SNS ASSISTANT II																							
	SNS CANTEEN OPERATOR																							
SNS COOK I																								
STUDENT WELFARE & ATTENDANCE CLERK																								
TEACHER ASSISTANT																								
6	ATTENDANCE CLERK I	17.42	3020	18.23	3158	19.04	3303	19.93	3456	20.88	3615	21.84	3782	22.24	3855	22.66	3927	23.49	4074	23.94	4150	24.39	4227	
	COUNSELOR'S SECRETARY I																							
	COUNSELOR'S SECRETARY II																							
	CUSTOMER SERVICE ASSISTANT (TQM)																							
	DEAN'S SECRETARY																							
	ELEMENTARY LIBRARY TECHNICIAN																							
	GATE PARA EDUCATOR																							
	INSTRUCTIONAL MEDIA CLERK																							
	LIBRARY MEDIA TECHNICIAN I																							
	SNS COOK II																							
	SNS COOK III																							
	SNS LEAD ASSISTANT																							
	SNS PRODUCTION MANAGER																							
	SPECIAL EDUCATION PARA EDUCATOR																							
STEAM ASSISTANT																								
7	ACCOUNT CLERK I	18.23	3158	19.04	3303	19.93	3456	20.88	3615	21.84	3782	22.84	3959	23.27	4034	23.72	4109	24.61	4266	25.08	4345	25.55	4428	
	ATTENDANCE CLERK II																							
	BRAILLIST																							
	COLLEGE AND CAREER PROGRAM CLERK																							
	COUNSELOR'S SECRETARY III																							
EMPLOYMENT TRAINING SPECIALIST																								

WITH LONGEVITY

VALLEJO CITY UNIFIED SCHOOL DISTRICT  
 CLERICAL, BUSINESS, FOOD SERVICE AND SCHOOL SERVICE  
 SALARY SCHEDULE 2023 - 2024

RANGE	TITLE	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		AT 10 YRS		AT 15 YRS		AT 20 YRS		AT 25 YRS		AT 30 YRS	
		HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON
7 Cont.	FAMILY STUDENT SUPPORT COORDINATOR FIELD TRIP COORDINATOR HEALTH TECHICIAN I JOB COACH - TPP PROGRAM M&O SCHEDULING SECRETARY I OFFSET EQUIPMENT OPERATOR I PARENT FACILITATOR PARENT ORGANIZER PROGRAM ASSISTANT SCHOOL SECRETARY I SECRETARY I SPECIAL ED PARA EDUCATOR/SPEC HC ASST. STAFF SECRETARY I STUDENT FINANCE CLERK	18.23	3158	19.04	3303	19.93	3456	20.88	3615	21.84	3782	22.84	3959	23.27	4034	23.72	4109	24.61	4266	25.08	4345	25.55	4428
8	ACCOUNT CLERK II ACCOUNTS PAYABLE ASSISTANT DISTRIBUTION CLERK HEALTH TECHNICIAN II LIBRARY MEDIA TECHNICIAN II OFFSET OPERATOR II PAYROLL / BENEFIT ASSISTANT RECEPTIONIST/OFFICE ASSISTANT SCHOOL SECRETARY II SITE SAFETY SUPERVISOR SNS CANTEEN MANAGER SPECIAL ED PARA ED/CORNERSTONE SPECIAL ED PARA ED/EVEREST SPECIAL ED PARA ED/POLARIS SPECIAL ED SPECIALIZED BEHAVIOR PARA ED STAFF SECRETARY II TECHNOLOGY SPECIALIST TRUCK DRIVER - STORES	19.04	3303	19.93	3456	20.88	3615	21.84	3782	22.84	3959	23.92	4146	24.36	4223	24.82	4301	25.76	4466	26.25	4550	26.74	4635
9	ACCOUNT CLERK III ADULT SCHOOL ACCOUNTABILITY SPC ADULT SCHOOL REGISTRAR BUYER I CHILD DEVELOPMENT FAMILY SERVICES SPEC DEAF/HARD OF HEARING PARA ED I FARM KEEPER HIGH SCHOOL REGISTRAR LEAD ATTENDANCE CLERK REPROGRAPHICS TECHNICIAN SCHOOL SECRETARY III STAFF SECRETARY III STOREKEEPER I STUDENT RECORDS LIB	19.93	3456	20.88	3615	21.84	3782	22.84	3959	23.92	4146	25.05	4339	25.52	4422	26.00	4504	26.97	4675	27.49	4764	28.00	4854

WITH LONGEVITY

VALLEJO CITY UNIFIED SCHOOL DISTRICT  
 CLERICAL, BUSINESS, FOOD SERVICE AND SCHOOL SERVICE  
 SALARY SCHEDULE 2023 - 2024

RANGE	TITLE	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		AT 10 YRS		AT 15 YRS		AT 20 YRS		AT 25 YRS		AT 30 YRS	
		HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON	HR	MON
10	ADULT SCHOOL OFFICE MANAGER ELEMENTARY OFFICE MANAGER LEAD SITE SAFETY SUPERVISOR MIDDLE SCHOOL OFFICE MANAGER NUTRITIONIST OFFICE MANAGER - ISA OFFICE MANAGER - VEA PROPERTY & LIABILITY SPECIALIST RECRUITMENT ASSIGNMENT SPECIALIST SNS ASSIST. CENTRAL KITCHEN MANAGER STAFF SECRETARY IV STUDENT ARCHIVE TECHNICIAN STUDENT VOC CERT SPECIALIST VALLEJO EDUCATION ACADEMY OFFICE MGR	20.88	3615	21.84	3782	22.84	3959	23.92	4146	25.05	4339	26.21	4542	26.70	4628	27.21	4715	28.23	4896	28.77	4991	29.32	5082
11	ADMINISTRATIVE TECHNICIAN AFTER SCHOOL COORDINATOR - ELEM & MS AFTER SCHOOL COORDINATOR - HS ASSISTANT ADVOCATE CHILD DEVELOPMENT OFFICE MANAGER DISTRICT LIBRARY MEDIA TECHNICIAN HIGH SCHOOL OFFICE MANAGER LEAD BILINGUAL TESTER LEAD REPROGRAPHICS TECHNICIAN M & O OFFICE MANAGER OFFICE MANAGER, CATEGORICAL & ELL OFFICE MANAGER, SNS & WAREHOUSE STOREKEEPER II STUDENT ACCOUNTING TECHNICIAN STUDENT DATA SPECIALIST STUDENT DATA SPECIALIST FOR SELPA	21.84	3782	22.84	3959	23.92	4146	25.05	4339	26.21	4542	27.45	4756	27.96	4846	28.49	4939	29.57	5127	30.14	5226	30.73	5323
12	ACCOUNTING TECHNICIAN CAREER TRANSITION SPECIALIST INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER - TPP PROGRAM SNS BUYER/INVENTORY TECHNICIAN SNS CENTRAL KITCHEN MANAGER I	22.84	3959	23.92	4146	25.05	4339	26.21	4542	27.45	4756	28.73	4981	29.28	5076	29.84	5173	30.99	5371	31.58	5473	32.18	5578
13	BUYER II DEAF/HARD OF HEARING PARA ED II HUMAN RESOURCES TECHNICIAN INTERPRETER III LEAD ACCOUNTS PAYABLE TECHNICIAN LEAD FARM KEEPER LEAD STUDENT RECORDS ARCHIVE TECH	23.92	4146	25.05	4339	26.21	4542	27.45	4756	28.73	4981	30.11	5219	30.68	5317	31.26	5417	32.44	5626	33.06	5732	33.71	5843

WITH LONGEVITY

VALLEJO CITY UNIFIED SCHOOL DISTRICT  
 CLERICAL, BUSINESS, FOOD SERVICE AND SCHOOL SERVICE  
 SALARY SCHEDULE 2023 - 2024

RANGE	TITLE	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		AT 10 YRS		AT 15 YRS		AT 20 YRS		AT 25 YRS		AT 30 YRS	
		HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON
13 Cont.	PARENT PARTNERSHIP LIAISON PAYROLL TECHNICIAN SNS CENTRAL KITCHEN MANAGER II TECH SUPPORT SECRETARY TECHNICAL SUPPORT ASSISTANT	23.92	4146	25.05	4339	26.21	4542	27.45	4756	28.73	4981	30.11	5219	30.68	5317	31.26	5417	32.44	5626	33.06	5732	33.71	5843
14	OPERATIONS SUPPORT TECHNICIAN WORKERS' COMPENSATION SPECIALIST	25.05	4339	26.21	4542	27.45	4756	28.73	4981	30.11	5219	31.54	5467	32.13	5570	32.73	5675	34.01	5894	34.65	6007	35.33	6123
15	LEAD ACCOUNTING TECHNICIAN SITE TECHNICAL SUPPORT SPECIALIST TECHNICAL SUPPORT SPECIALIST	26.21	4542	27.45	4756	28.73	4981	30.11	5219	31.54	5467	33.04	5726	33.66	5835	34.30	5948	35.62	6178	36.33	6296	37.01	6417
16	BOND PROGRAM TECHNICIAN BOND TECHNICIAN CERT EDUCATIONAL INTERPRETER COLLEGE AND CAREER LIAISON CREDENTIAL TECHNICIAN FACILITIES STOREKEEPER LEAD PAYROLL TECHNICIAN LEAD STOREKEEPER SENIOR HUMAN RESOURCES TECHNICIAN SNS PROGRAM TECHNICIAN SPECIAL ED OPERATIONS SPECIALIST	27.45	4756	28.73	4981	30.11	5219	31.54	5467	33.04	5726	34.61	5999	35.26	6115	35.96	6233	37.36	6474	38.07	6598	38.78	6724
17	NETWORK COMPUTER TECHNICIAN	28.73	4981	30.11	5219	31.54	5467	33.04	5726	34.61	5999	36.29	6286	36.97	6407	37.67	6532	39.15	6783	39.90	6914	40.64	7047
18	WAREHOUSE OPERATIONS LEAD	30.11	5219	31.54	5467	33.04	5726	34.61	5999	36.29	6286	38.01	6590	38.74	6717	39.47	6844	41.04	7110	41.80	7248	42.76	7409
19	ACCOUNTING ANALYST AUDIT ANALYST BENEFITS COORDINATOR - TPP BENEFITS SPECIALIST BILINGUAL COMMUNITY LIAISON TRANSLATOR BUDGET ANALYST PAYROLL ANALYST SERVICE COORDINATOR - TPP SNS ACCOUNTING ANALYST TECH SUPPORT / WEB SPECIALIST	31.54	5467	33.04	5726	34.61	5999	36.29	6286	38.01	6590	39.85	6906	40.60	7038	41.41	7176	43.01	7454	43.85	7599	44.69	7747
21	ACCOUNT EFFICIENCY & DIGITAL COMMUNICATIONS TECHNICIAN COMMUNICATIONS TECHNICIAN NETWORK/COMPUTER TECHNICIAN NWTK/TELECOMMUNICATIONS TECH OUTREACH CONSULTANT SART OUTREACH CONSULTANT SART WORKER/OUTREACH CONSULTANT SENIOR GENERAL LEDGER ACCOUNTANT TECH TRAINING SPECIALIST	34.61	5999	36.29	6286	38.01	6590	39.85	6906	41.75	7239	43.77	7587	44.61	7734	45.49	7883	47.26	8192	48.19	8351	49.11	8513
22	ACADEMIC SUPPORT PROVIDER CHILD WELFARE & ATTENDANCE LIAISON MENTAL HEALTH SPECIALIST MENTAL HEALTH SUPPORT PROVIDER POSITIVE YOUTH JUSTICE INITIATIVE LIAISON STEAM CONTENT SPECIALIST	36.29	6286	38.01	6590	39.85	6906	41.75	7239	43.77	7587	45.89	7953	46.77	8108	47.69	8265	49.54	8589	50.53	8756	51.48	8926

WITH LONGEVITY

VALLEJO CITY UNIFIED SCHOOL DISTRICT  
 CLERICAL, BUSINESS, FOOD SERVICE AND SCHOOL SERVICE  
 SALARY SCHEDULE 2023 - 2024

RANGE	TITLE	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		AT 10 YRS		AT 15 YRS		AT 20 YRS		AT 25 YRS		AT 30 YRS	
		HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON
24	LEAD NETWORK TECHNICIAN	39.85	6906	41.75	7239	43.77	7587	45.89	7953	48.11	8339	50.45	8744	51.42	8913	52.41	9085	54.49	9442	55.53	9626	56.61	9815
26	OCCUPATIONAL THERAPIST SCHOOL PHYSICAL THERAPIST	43.77	7587	45.89	7953	48.11	8339	50.45	8744	52.90	9167	55.46	9614	56.55	9800	57.64	9991	59.92	10384	61.07	10587	62.27	10794
27	NETWORK SPECIALIST TECH SUPPORT SPECIALIST	45.89	7953	48.11	8339	50.45	8744	52.90	9167	55.46	9614	58.17	10081	59.28	10275	60.44	10477	62.81	10891	64.04	11101	65.32	11319

Based on 173.33 hours per month

With Salary Increase of 8% Effective 7/1/22

based on item presented to the Governing Board on 1/18/23

Salary Schedule: LCSEAH & LCSEAM

VALLEJO CITY UNIFIED SCHOOL DISTRICT  
 MAINTENANCE, OPERATIONS AND TRANSPORTATION  
 SALARY SCHEDULE 2023 - 2024

RANGE	TITLE	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		AT 10 YRS		AT 15 YRS		AT 20 YRS		AT 25 YRS		AT 30 YRS	
		HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON	HOUR	MON
1	CUSTODIAN	18.65	3232	19.52	3381	20.41	3539	21.35	3701	22.35	3873	23.39	4055	23.84	4130	24.29	4209	25.21	4369	25.68	4450	26.17	4535
2	GROUNDWORKER	19.06	3306	19.95	3459	20.89	3617	21.85	3786	22.85	3964	23.93	4148	24.38	4225	24.83	4303	25.77	4468	26.27	4552	26.75	4638
3	ASSISTANT POOL/LAUNDRY OPER. LEAD CUSTODIAN	19.52	3381	20.41	3539	21.35	3701	22.35	3873	23.39	4055	24.48	4245	24.95	4326	25.42	4406	26.37	4575	26.89	4661	27.41	4750
4	AUTOMOTIVE MECH HELPER CENTRAL GROUNDWORKER POOL/LAUNDRY OPERATOR	19.96	3460	20.90	3619	21.86	3789	22.87	3967	23.95	4152	25.08	4346	25.55	4429	26.04	4512	27.00	4683	27.52	4771	28.06	4861
5	VEHICLE MAINTENANCE MONITOR	20.42	3541	21.36	3703	22.37	3875	23.40	4058	24.51	4249	25.67	4449	26.16	4532	26.64	4618	27.64	4794	28.18	4885	28.72	4978
6	BUS DRIVER BUS DRIVER - SPECIAL ED CENTRAL GROUNDS/SPRINKLER TECH CENTRAL GROUNDWORKER/IRRIGATION TECH GEN. MAINTENANCE WORKER GROUND EQUIP. OPERATOR HEAD CUSTODIAN-DISTRICT OFFICE HEAD CUSTODIAN-ELEMENTARY SPRINKLER TECHNICIAN	20.91	3621	21.87	3791	22.87	3968	23.97	4154	25.09	4348	26.27	4552	26.75	4638	27.27	4726	28.31	4906	28.86	5000	29.39	5093
7	HEAD CUSTODIAN K-8	21.41	3708	22.39	3879	23.41	4060	24.49	4249	25.60	4445	26.84	4654	27.38	4747	27.93	4841	29.05	5034	29.62	5134	30.22	5237
8	BUS DRIVER/DISPATCHER GROUND EQUIPMENT MECHANIC HEAD CUSTODIAN-MIDDLE SCHOOL REFUSE COLL/TRUCK DRIVER TRUCK DRIVER/MAINT WORKER	21.89	3795	22.90	3972	23.99	4159	25.12	4353	26.29	4557	27.54	4775	28.07	4865	28.60	4958	29.70	5146	30.26	5244	30.83	5346
10	BUS DRIVER/TRAINER DISPATCHER/SCHEDULER HEAD CUSTODIAN-HIGH SCHOOL	22.93	3977	24.00	4161	25.13	4355	26.30	4560	27.55	4776	28.86	5001	29.40	5094	29.96	5193	31.11	5391	31.70	5494	32.30	5600
11	HARDSCAPE/HEAVY EQUIP. OPER. LEAD DISPATCHER	24.00	4161	25.13	4355	26.30	4560	27.55	4776	28.86	5001	30.22	5238	30.80	5338	31.38	5439	32.59	5648	33.21	5757	33.84	5865
14	LEAD TRAINER/BUS DRIVER	25.36	4397	26.56	4600	27.78	4815	29.07	5038	30.41	5271	31.83	5518	32.45	5628	33.11	5741	34.45	5972	35.14	6090	35.85	6212
15	AUTO ELECTRONIC TECHNICIAN AUTOMOTIVE MECHANIC CARPENTER CARPENTER/LOCKSMITH ELECTRICIAN GLAZIER HVAC TECHNICIAN LOCKSMITH MAINTENANCE WORKER PAINTER PLUMBER PREVENTIVE MAINT WORKER ROOFER ROOFER/CARPENTER WELDER	25.74	4463	26.95	4671	28.23	4895	29.57	5127	30.97	5368	32.43	5621	33.05	5729	33.69	5837	34.98	6064	35.67	6180	36.35	6300

**WITH LONGEVITY**

**VALLEJO CITY UNIFIED SCHOOL DISTRICT  
MAINTENANCE, OPERATIONS AND TRANSPORTATION  
SALARY SCHEDULE 2022 - 2023**

19	CHEMICAL SPRAYER CLIMATE CONTROL SPECIALIST LEAD AUTOMOTIVE MECHANIC LEAD GROUNDWORKER LEAD PAINTER MAINT TASK/PROJECT LEADER MAINTENANCE TEAM LEADER SENIOR LEAD GROUNDS	28.25 4899	29.60 5131	31.00 5373	32.45 5627	34.02 5896	35.67 6181	36.35 6300	37.04 6422	38.47 6670	39.23 6798	39.96 6927
21	SENIOR LEAD PAINTER SR LEAD BUILDINGS MAINTENANCE	29.59 5130	30.96 5368	32.40 5617	33.91 5880	35.49 6152	37.12 6437	37.88 6563	38.64 6695	40.17 6964	40.99 7103	41.80 7247

Based on 173.33 hours per month

With Salary Increase of 8% Effective 7/1/22

based on item presented to the Governing Board on 1/18/23

Salary Schedule: LCSEBH & LCSEBM