

**AGREEMENT BETWEEN THE**

**SANTA MARIA-BONITA SCHOOL**  
**DISTRICT BOARD OF EDUCATION**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES**  
**ASSOCIATION, CHAPTER 129**

**Effective July 1, 2023, through June 30, 2026**

AGREEMENT BETWEEN THE SANTA MARIA-BONITA SCHOOL DISTRICT BOARD OF  
EDUCATION AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 129

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## **ARTICLE 1 - AGREEMENT AND RECOGNITION**

### **1.1 Agreement**

This is an Agreement made and entered into this June 7, 2023, between the Santa Maria Bonita School District (hereinafter referred to as "District") and the California School Employees Association and its Santa Maria-Bonita Chapter #129 (hereinafter referred to as "Association").

### **1.2 Recognition**

The District confirms its recognition of the Association as the exclusive representative for that unit of employees incorporated in Appendix A.

## **ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION**

- 2.1 The District shall honor 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 employee withdraws from the union during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 2.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 2.3 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. CSEA shall notify the District on a regular basis of new members.
- 2.4 The District's managers, supervisors, and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors, and confidential employees shall refer any questions to the CSEA Chapter Leadership or the Labor Relations Representative.
- 2.5 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.
- 2.6 CSEA shall defend and indemnify the District for any claims from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

## ARTICLE 3 - EVALUATION PROCEDURES

### 3.0 Purpose of Evaluation

Performance evaluation is important to both the employee and the supervisor (assigned evaluator) and should serve the following purposes:

- (1) identify perceived employee strengths;
- (2) recognize good work;
- (3) identify where growth or improvement is needed;
- (4) facilitate a discussion in an effort to support goal-setting, and
- (5) provide a written basis for permanency, promotion, transfers, and employee's overall performance. Performance evaluations are not intended to be used as discipline.

3.1 New Bargaining Unit Members shall be evaluated at least two (2) times during the six (6) months of probationary employment as follows: Evaluation with verbal feedback within the first 30 days of employment; evaluation with written feedback within first 60 days of employment; and a 90 day evaluation with written feedback.

3.2 There shall be an evaluation of all Bargaining Unit Members at least every other year.

3.2.1 For employees receiving positive evaluations, and who've worked with the district for at least five (5) years, the evaluation cycle can be every 3 years by mutual agreement between the manager and the employee.

3.2.2 Performance evaluation for permanent employees shall be completed no later than June 30th.

3.2.3 A supervisor may, in consultation with CSEA, choose to engage an "off-cycle" employee in parts of the goal setting, evaluation, and Performance/Assistance plan process as applicable to the concern.

3.2.4 A bargaining unit member, off-cycle in the evaluation process, may, in consultation with CSEA, request a current or updated evaluation at any time there is a noted concern by the bargaining unit member.

- 3.3 The evaluation process shall be conducted with the Bargaining Unit Member by the supervisor/assigned evaluator immediately responsible for the work of the Bargaining Unit Member.
- 3.4 Each Bargaining Unit Member shall be given a copy of their job description at the beginning of the Evaluation Process and as part of the final Evaluation.
- 3.5 Each administrator shall hold a pre-evaluation goal-setting conference meeting with all members assigned to him/her (within the same classification) to discuss the Evaluation Process, Goal-Setting, and timeline. Goals are to be based on the evaluation criteria established by mutual agreement with the assigned evaluator and developed to assist the employee in their current position. Each bargaining unit member will complete a goal-setting form and will share said form with their supervising administrator/assigned evaluator.
- 3.6 The Bargaining Unit Member may request feedback and/or further assistance from their supervisor/assigned evaluator during the evaluation process.
- 3.7 Upon conclusion of the evaluation process, the supervisor/assigned evaluator will go over the summative evaluation, explaining all ratings, as well as the summary (commendations and recommendations). The Bargaining Unit Member will be requested to place their signature on the report, signifying they have a copy. Their signature does not necessarily signify agreement with the evaluation report. The Bargaining Unit Member shall be given the opportunity to attach a written statement of their view to the evaluation report, and such statement shall be included as part of the report. At the member's request, a review of the evaluation will be made by the next level administrator. A Bargaining Unit Member not in agreement with an evaluation report shall have the right to respond to such evaluation in writing and have such response attached to their evaluation report in their personnel file. Such response, if any, will be made within ten (10) days from the date the Bargaining Unit Member signed the evaluation form.

3.8 Evaluations will be based upon direct observation and acknowledgment of the evaluator.

3.8.1 Evaluation Ratings (Descriptions of these terms provided in guidelines of Evaluation Form)

1 = Exceeds Expectations

2 = Satisfactory

3 = Needs Improvement

4 = Unsatisfactory

The District will prepare and utilize evaluation forms relating to the evaluation and assessment of the job performance of each Bargaining Unit Member. Prior to the adoption of any evaluation forms, the District shall meet and confer with the Association to ensure compliance with this agreement.

3.8.2 Bargaining Unit Members that receive "Needs Improvement" or "Unsatisfactory" and are permanent employees shall have an Improvement Plan developed with their Supervisor and Human Resources. The period of time of the Improvement Plan will be not less than 3 months and not greater than 6 months. There shall be a meeting on the progress within the Improvement Plan. The summative evaluation will be updated, revising the areas requiring improvement, upon successful completion of the Improvement Plan.

3.9 Promotion: A Bargaining Unit Member who received a promotion to a higher classification shall serve one hundred (100) work day probationary period in the new classification. There will be at least one formal written evaluation completed during the probationary period. A promoted Bargaining Unit Member does not have a return right to a prior position unless the probationary period was completed for that position prior to the promotion.

3.10 A Bargaining Unit Member may inspect the personnel files related to their employment, provided that the request is made at a time when such person is not actually required to be on duty and subject to the limitations and provisions of Education Code Section 44031. Materials that may be made available do not include ratings, reports, or records which:



1. were obtained prior to employment of the person involved,
2. were prepared by identifiable examination committee members, or
3. were obtained in connection with a promotional examination.

3.10.1 In the event a Bargaining Unit Member wishes to have a copy of the authorized records, such requests shall be submitted in writing. The first request for information in the personnel file will be provided at no cost to the Bargaining Unit Member. All additional copies will be charged at the established District rate.

3.11 A Bargaining Unit Member will be provided with a copy of any derogatory materials that are to be placed in their personnel file. (see also Personnel File, Article 12 and Discipline, Article 23)

## **ARTICLE 4 - ORGANIZATIONAL RIGHTS**

- 4.1 The Association shall have the following rights in addition to the rights contained in any other portion of this agreement:
- 4.1.1 The right of access to reasonable times, such reasonable times to be stipulated as before work, during lunch periods, and/or after work, to areas in which Bargaining Unit Members work.
- 4.1.2 The right to use, without charge, the school mail system, including the mailboxes for buildings in the Central Administration Building and other District means of communication for the posting or transmitting of information or notices concerning Association matters. There will be provided at each worksite a bulletin board designated for the Association's use. Such board shall be accessible to Bargaining Unit Members at the site. The above facilities may be used subject to the following conditions:
- a. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president.
  - b. A copy of such postings or distributions must be delivered to the Superintendent and the building principal at the same time as postings or distribution.
  - c. Such posted material shall not be defamatory, abusive, or political in nature, nor shall its content be directed to any management employee, the Board of Education, or its representatives.
- 4.1.3 The right to use District facilities without charge provided there is no cost to the District and further provided that arrangements for such use follow the same procedures as those in effect (including availability) for the use of facilities under the Civil Center Act. If there are any unusual costs, the Association will pay such charges. Any damages to property will be paid for by the Association. There is a

further right to the use of instructional equipment on an incidental basis.

Arrangements for the use of equipment shall be restricted to such times that it is not in use for the regular business of the District and is subject to prior approval of the immediate supervisor of the area in which the equipment is used. The Association agrees to reimburse the District for any damage or unusual wear other than reasonable wear and tear.

- 4.1.4 The right to be supplied with a complete "hire date" seniority roster of all Bargaining Unit Members once a year but not later than May 15th of each year. The roster shall indicate the Bargaining Unit Members' present classification and hire date.
- 4.1.5 The right of one (1) day a month release time for the President or designee (with prior approval of the Assistant Superintendent of Human Resources) and one other Association officer to conduct lawful Association business.
- 4.1.6 The right of release time for Bargaining Unit Members to attend, as delegates, the State CSEA Annual Conference on the basis of two (2) delegates for the first 150 members and one additional delegate for each additional 100 members and one additional delegate for each additional 100 members or fraction thereof. The Bargaining Unit Members will be released with pay. The District will pay for all necessary substitutes. The Association shall supply the names of the delegates and the dates of attendance to the Assistant Superintendent in April prior to the conference. The District shall notify the President no later than five (5) working days after receipt of the names of the delegates as to whether or not substitutes shall be required.
- 4.1.7 The right of ten (10) hours per week release time for the local chapter President to conduct lawful Association Business. With prior approval of the Assistant Superintendent for Human Resources, the President may designate another for this release time for individual, special projects.

- 4.1.8 The right to receive a complete Board agenda with supportive documents pertaining to the agenda on each Board meeting day.
- 4.1.9 The right to designate six (6) Bargaining Unit Members who shall be given reasonable release time to participate in negotiations or a number greater than six (6) that equals the number designated for management.
- 4.1.10 The right of employees whose shift begins at or after 12 noon to one and one-half hours (1 ½ ) release time per month to attend regularly scheduled Association Chapter meetings during the school year so long as site needs are met.
- 4.1.11 The right of Chapter Executive Board Members whose work shift begins at or after 12 noon to one and one-half hours (1 ½ ) release time per month to attend Association Executive Board meetings so long as site needs are met.
- 4.1.12 The right of employees whose work shift begins after 8 a.m. but before 12 noon to one and one-half hours (1 ½ ) flex time to attend regularly scheduled Association Chapter Meetings during the school year so long as site/department needs are met, with approval of Supervisor as to how the time is flexed.
- 4.1.13 Association Site Information Liaisons will be released from their assignments two (2) Thursdays per year for an Association meeting. Site Information Liaisons will be released at 3:45 p.m. for a meeting start time at 4:00 p.m. Thursday meeting dates for the year will be decided by the Association and given to the Assistant Superintendent for Human Resources no later than August 1st. The Association will also provide the Assistant Superintendent for Human Resources with a list of Site Information Liaisons no later than August 1st.

#### 4.2 District Budget Advisory Committee

The District Budget Advisory Committee will be brought together when the District may face considerable budgetary issues, including reduction, layoffs, or issues otherwise impacting its employees. The committee will be composed of representatives from the California School Employees Association, Chapter 129, Santa Maria Elementary Educators

Association (SMEEA), and AIMS (Administrators In Management Service). The Committee will be co-chaired by a representative from each employee organization and the Chief Business Official. Additional stakeholders, including parents and community members, may also be a part of the Budget Advisory Committee.

The District Administration and the Association agree to provide reasonable release time for members of the Committee to meet if needed. The Committee will 1) receive training in budget analysis, 2) review budget categories and make recommendations for changes, 3) monitor budget process as needed 4) make periodic reports to Association members on the status of the budget.

#### 4.3 Seniority

Seniority shall be defined as the hire date of the Bargaining Unit Member as a regular employee in that classification. In the event of a tie, the length of service in the district will be considered first; if there is still a tie, then lots will be drawn.

## ARTICLE 5 - HOURS AND OVERTIME

### 5.1 Work Day

The work day for all Bargaining Unit Members shall be established by the District.

### 5.2 Work Week

The work week shall commence on Monday at 12:01 a.m. and continue for seven (7) consecutive twenty-four (24) hour periods. The regular assignment for full-time Bargaining Unit Members shall be forty (40) hours per week, exclusive of an unpaid lunch period but inclusive of any rest periods.

5.2.1 A Bargaining Unit Member who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

### 5.3 Rest Periods

Bargaining Unit Members authorized rest period time shall be based on the total consecutive hours worked daily as follows:

7 or more hours - Two (2) fifteen (15) minute rest periods

3 - less than 7 hours - One (1) fifteen minute rest period

0 - less than 3 hours - No rest period

Rest period(s) are to be scheduled with immediate supervisor approval and shall not extend the lunch period or shorten the work day.

5.3.1 Student Supervision Aides who choose to work a split shift between sites will not be authorized a rest period due to working non-consecutive hours unless the assignment at one site is three or more consecutive hours.

### 5.4 Lunch Period

A non-compensated lunch period of not less than thirty (30) minutes nor more than one (1) hour shall be provided to Bargaining Unit Members who render service in excess of five

(5) consecutive hours in a work day. Cafeteria Managers working in excess of five (5) consecutive hours are to be provided a compensated, non-duty free lunch period within their scheduled work day. Such lunch period shall normally be scheduled near the middle of the Bargaining Unit Members' work day.

#### 5.5 Overtime, Extra Time, and Extra Help

For purposes of this provision, overtime is any time a person works in excess of eight (8) hours in any one day and/or in excess of forty (40) hours in any calendar week. Extra time is defined as additional temporary hours worked in the employee's current classification outside of their regular work schedule. Extra help is defined as voluntarily accepting additional temporary hours worked in a different classification than the employee's current classification. All overtime, extra time, and extra help must be pre-approved, in writing, by a supervisor/administrator.

5.5.1 The employees who work overtime shall be paid at the overtime rate or may receive compensatory time off per Section 5.7. Authorization to work overtime and to be compensated for overtime shall be in accordance with District policy.

5.5.2 Except as provided in Section 5.14, nothing contained herein shall be construed to limit the District's right to require overtime or extra time of a Bargaining Unit Member.

5.5.3 A Bargaining Unit Member having an average work day of four (4) hours or more during the week shall be compensated at the overtime rate for any work on the sixth and seventh day following the commencement of the work week.

5.5.4 A Bargaining Unit Member having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following the commencement of the Bargaining Unit Members' work week, be compensated at the overtime rate.

5.5.5 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at two-and-one-half (2 ½ ) times the regular rate of pay.

- 5.5.6 Extra time, additional temporary hours worked in the employee's current classification outside of their regular work schedule, shall be compensated for at the Bargaining Unit Member's regular rate of pay.
- 5.5.7 Extra help, voluntarily accepted additional temporary hours worked in a different classification than the employee's current classification, shall be compensated at a set hourly rate to be determined by Human Resources based on the required duties of an associated job class.
- 5.5.8 For the purpose of computing the number of hours worked, time during which the Bargaining Unit Member is excused from work because of holidays, sick leave, vacation, compensatory time, or other paid leaves of absence shall be considered as time worked by the Bargaining Unit Member.
- 5.5.9 Overtime shall be equally distributed insofar as possible among qualified Bargaining Unit Members in each department or at each work site.
- 5.6 Bargaining Unit Members who are assigned to work on a scheduled holiday shall be compensated for such time worked at the overtime rate in addition to holiday pay for those Bargaining Unit Members who are eligible for holiday pay.

5.7 Compensatory time

Compensatory time is a method of employee compensation in lieu of cash, which must be pre-approved and authorized by the immediate supervisor. If compensatory time is denied, a meeting, within a reasonable amount of time, but no more than five (5) work days, may be scheduled with Assistant Superintendent, Human Resources, to discuss an appeal. A Bargaining Unit Member may make the request in advance, or in the case of an emergency where the work had to be completed prior to being considered for compensatory time, in writing to the immediate administrator. In the case of an emergency, said request must be made within five (5) days following the day overtime is worked. The written request shall also include a calendar schedule of time to be taken. Such compensatory calendar time shall be scheduled and taken within six months and without impairing the services



rendered. Because of extenuating circumstances, the six month period may be extended another thirty (30) to no greater than sixty (60) calendar days with the approval of the Assistant Superintendent for Human Resources. If not taken within six months of the agreed-upon time, if extended, such time shall be paid.

## 5.8 Flex-Time

5.8.1 Time can be flexed only within a single workday by mutual agreement (between employee and supervisor). Flex-time will not result in overtime/differential stipend status as defined in Article 5. This Article may not be used to create a new permanent workday schedule. The requirements for lunch and breaks in the collective bargaining agreement must be followed within the workday.

5.9 Bargaining Unit Members, whose regularly assigned shift contains one period of unpaid time, exclusive of unpaid lunch hours, which exceeds one-half (1/2) hour shall be paid a split shift differential of ten percent (10%) above the regular rate of pay for all hours worked.

5.9.1 Due to the nature of the position, Student Supervision Aides shall not receive a split shift differential of ten percent (10%) above the regular rate of pay for all hours worked.

5.9.2. Split shift differential does apply to Student Supervision Aides at their home site if the time between shifts exceeds 30 minutes.

## 5.10 Shift Differential Compensation

5.10.1 Any Bargaining Unit Member who works a regular shift that ends between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.

5.10.2 A Bargaining Unit Member who receives a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differential when assigned temporarily to a day shift.

5.10.3 For the purpose of this section, "assigned temporarily to a day shift" refers to day assignments of a night worker to day work during summer, winter, or spring recess or while substituting for someone on a day shift.

5.11 Minimum Call-in Time

Any Bargaining Unit Member called in to work by their immediate administrator on a day when the Bargaining Unit Member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.12 Call Back Time

Any Bargaining Unit Member called back to work by their immediate administrator after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay, irrespective of the actual time less than that required to be worked.

5.13 Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

5.14 Job Related Meetings

An attempt should be made to hold all work related meetings during work time. If the Bargaining Unit Member is retained past their regular work day time or required to attend a meeting on a day not designated as a regular work day, they will be compensated for such time at the overtime rate or on an extra time basis as appropriate.

5.15 Right of Refusal

In case of illness or family emergencies, any Bargaining Unit Member shall have the right to reject any assignment of overtime or callback, on-call or call-in time. The District shall have the right to verify said illness or family emergency.

5.16 Adjustment in Time for Part-Time Employees

The District, at its sole discretion, may increase the length of the work day for part-time positions up to five (5) hours per week without posting the vacancy as required by Article

11, Section 11.2. The district may increase the length of the workday for part-time positions for more than five (5) hours per week with agreement by meeting to confer with the association and the ASHR. The incumbent employee may accept the change in hours or request a transfer to an available vacant position at any equal or lower classification for which they are qualified.

#### 5.17 Out of Class Pay

An employee will not be required to work outside of his job classification for more than five days in a 15-calendar day period unless his salary is adjusted upward for the entire period he is required to work out of classification. Such salary adjustment will reasonably reflect the duties required to be performed outside his normal assigned duties. The minimum-number-of-day requirement of working more than five days in a 15-calendar-day period before receiving out-of-classification pay may be waived for an employee who has previously been paid out-of-classification pay for performing the same duties. The waiver must be recommended by the Supervisor and pre-approved by the Assistant Superintendent for Human Resources.

5.17.1 The CSEA Chapter President shall be notified when a member is approved by ASHR for out-of-class pay once a month.

#### 5.18 Job Analysis Committee

5.18.1 The Job Analysis Committee (JAC) comprised of:

- CSEA President or designee (not a voting member);
- ASHR or designee (not a voting member);
- 2 CSEA members (site member and district member - two different classifications);
- 2 District members (District Admin and Site Admin);
- 1 alternate per side (alternate attends all meetings to be informed but is not a voting member unless filling in for an absent or recused member);
- A member of the committee will serve as a notetaker.

5.18.2 This committee will review all newly created job descriptions and determine its appropriate placement on the salary schedule.

5.18.3 This committee will also review all reclassification requests. The process used shall be uniform and consistent for all requests. The determination from this process will be final.

5.18.4 This committee will review changes in existing job descriptions to determine if said changes are substantive and require consideration under reclassification or require bargaining or neither.

5.18.5 When all reasonable attempts have been exhausted, and the committee is unable to come to a determination, the matter or request will be referred to the negotiation team for consideration.

#### 5.19 Ten-Four Plan

The purpose of the "Ten-Four Plan" is to facilitate flexibility between the employee and the school district in meeting organizational and individual needs. The system is devoted toward maintaining the mission of educating students, properly "getting the job done" while also meeting individual needs. The Association and District agree that the purposes of the district may be met through work week formats other than the 8-hour day/5-day per week pattern.

5.19.1 The authority to amend the plan is given to the President of the Association and the District Assistant Superintendent for Human Resources, who must mutually agree to any such changes, or the proposed changes are not implemented.

5.19.2 Disputes will be resolved by the employee and supervisor, or if not possible, then a dispute may be referred to the Assistant Superintendent and the Association President whose mutual agreement shall serve as final decision.

5.19.3 Should there be a desire to implement a Ten-Four Plan, a letter signed by both the employee and supervisor shall be submitted to the Assistant Superintendent of Human Resources (Personnel) for final approval. The "Ten-Four" system may begin

immediately upon written notification by the Assistant Superintendent for Human Resources of approval.

- 5.19.4 Any schedule change to the "Ten-Four Plan" requires mutual agreement.
- 5.19.5 The "Ten-Four Plan" allows an employee within the plan to work beyond the normal eight-hour day up to ten hours without receiving overtime pay. (Time beyond the 40-hour work week would result in overtime compensation in accordance with legal statutes).
- 5.19.6 Shift differential compensation, under Article 5.8 of the CSEA/District agreement, does not apply to the "Ten-Four Plan."
- 5.19.7 During a week in which a holiday appears that requires holiday pay, the supervisor and employee will resolve the work week to allow the holiday without reducing the employee's time off nor paying overtime. If no other schedule can be agreed upon, then the employee shall return to the normal eight-hour day work schedule for the week in which the holiday occurs and take the scheduled holiday as the others would.
- 5.19.8 High programs and high standards shall be maintained.

## **ARTICLE 6 - PAY AND ALLOWANCES**

### **6.1 Regular Rate of Pay**

The rate of pay for each position in the Bargaining Unit shall be in accordance with the rates established for each classification as provided for in Appendix B plus whatever shift differential and/or longevity increment which may be applicable.

### **6.2 Frequency Once Monthly**

To the extent controllable by the District, Bargaining Unit Members shall be paid once per month on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

### **6.3 Change in Assignment**

Any Bargaining Unit Member appointed to a position in a higher class under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a five (5) percent increase as a result of that promotion, except that the Bargaining Unit Member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

### **6.4 Mileage**

Any Bargaining Unit Member required to use their vehicle on District business shall be reimbursed at the rate applicable to all employees in the District. The mileage computation shall begin at their assigned site and shall include mileage to travel to and return from any additional site(s) they are assigned.

Any Student Supervision Aide who chooses to accept permanent assignments positions at multiple school sites will not be reimbursed for mileage between school sites. Mileage will be compensated for a temporary position if requested by the District.

6.5 Longevity Plan

Bargaining Unit Members shall be eligible for longevity pay according to the following schedule:

<b>2023-2026</b>	<b>ANNUAL</b>	
	<b>Effective 7/01/23</b>	<b>Four (4) hours or more</b>
After seven (7) years	\$419.47	\$209.75
After ten (10) years	\$740.24	\$370.13
After fifteen (15) years	\$1,036.35	\$518.18
After twenty (20) years	\$1,357.11	\$678.57
After twenty-five (25) years	\$1,653.22	\$826.62
After thirty (30) years	\$1,932.48	\$966.25
After thirty-five (35) years	\$2,200.11	\$1,100.07

A year of service is included for purposes of longevity if the Bargaining Unit Member, as a regular employee, has served one year in the Member's work year prior to July 1. For the first year of regular employment to count as one year, the Bargaining Unit member must serve 75% of the member's work year. When a member's hours/days are increased/decreased, a year counts as a full year regardless of the number of hours or days previously worked. Longevity is adjusted by District COLA annually.

6.5.1 Student Supervision Aides shall be eligible for longevity pay for years served as a member after January 1, 2018.

6.6 Professional Growth Program

Bargaining Unit Members shall be eligible for the Professional Growth Program as outlined below and which is further explained in the Professional Growth Program Brochure.

Professional Improvement Activities of Classified Employees

## I. TYPES OF PROFESSIONAL IMPROVEMENT ACTIVITIES:

Classified employees should be encouraged to avail themselves of opportunities to improve their training, development, and on the job effectiveness through various types of professional growth activities, such as:

- A. Inservice training and education: Activities designed to help the classified employee to acquire the knowledge and skills necessary to do the job well, to promote safe working practices and procedures, to provide an opportunity to learn better and more efficient ways of doing the job, to stimulate employees to reach and maintain acceptable levels of productivity and job effectiveness, and to improve employees' relations with students, other employees, and the public. Participation of classified employees in specific inservice training or education activities may be required or may be voluntary as determined in particular situations.
- B. Voluntary professional growth program: An incentive system for voluntary efforts on the part of individual classified employees to participate in organized educational activities geared to the needs of classified personnel and designed to improve performance and work skills, motivate employees to higher levels of job effectiveness, increase understanding of nature of school system operations, and encourage classified employees to prepare themselves for technological and other changes.

## II. POLICIES APPLICABLE TO VOLUNTARY PROFESSIONAL GROWTH

### A. Professional growth increment plan

- 1. A total of 10 professional growth increments of \$180 each (maximum of \$1800) may be achieved through voluntary participation in the following types of activities, subject to the conditions prescribed by Board policy and regulations of the Professional Growth Committee:
  - a. First Aid or safety instruction - one time only/every 10 years;



- b. Credit courses taken in college, junior college, or recognized trade schools;
  - c. Continuing Education courses;
  - d. Inservice education activities;
  - e. College and junior college coursework must be verified by an official transcript. All other work must be verified by official verification acceptable to the Professional Growth Committee;
  - f. If more than the necessary number of points are earned for any of the professional growth increments, the excess number may be carried over to the next succeeding increment.
2. 6 units shall equal one (1) Professional Growth Increment. Units are to be based on college semester units. Quarter units/courses will be converted to semester units on the basis of 2 semester units for each 3 quarter units or a major fraction thereof earned in a quarter course. \*\*Online courses taken where hours are awarded will be converted to units based on the following chart\*\*:

<b>Total Hours Required to Complete Course</b>	<b>Max. Unexcused Absences Allowed</b>	<b>Increment Units</b>
10-15 hours	None	½ unit
16-20 hours	1	1 unit
21-30 hours	1	1 ½ units
31-40 hours	2	2 units
41-50 hours	2	2 ½ units
51 or more	2	3 units

**B. Eligibility**

1. The term "regularly employed classified employee" shall include the following types of classified employees for purposes of determining eligibility.

- a. Classified employees who have served at least one school year in permanent status in the Santa Maria-Bonita School District immediately prior to the school year for which application for a professional growth increment is made.
  2. The following type of classified employees are excluded from participating in the Professional Growth Program:
    - a. Newly hired probationary employees.
- C. Professional Growth activities for which Professional Growth Increment points may be earned:
1. Subject to approval by the Professional Growth Committee, increment points may be earned in the following types of Professional Growth activities:
    - a. College, junior college, or recognized trade school courses;
    - b. Continuing Education Courses;
    - c. Ungraded courses: Subject to the instructor's statement that the course has been satisfactorily completed by the candidate (statement on form prescribed by Professional Growth Committee), increment units may be earned as follows for ungraded courses;
    - d. Approved in-service education activities;
    - e. Presenter of approved in-service or training or in-service education session.
  2. Courses for Professional Growth Increment units may not be repeated unless special advance permission is given by the Professional Growth Committee.
  3. If an employee's job classification changes after they have initiated a Professional Growth Program, they shall be entitled to credit for the approved increment points earned while in their former classification.

### III. PROFESSIONAL GROWTH COMMITTEE

A. Membership: The Professional Growth Committee shall consist of three (3) appointed classified employees, three (3) District Representatives, and the Assistant Superintendent for Human Resources.

B. Duties and functions: It shall be the duties of the committee to:

1. Evaluate and make recommendations on policies and procedures to implement the professional growth program;
2. Establish a meeting schedule and procedures for the conduct of committee business;
3. Review and approve or disapprove employees' applications for credits and increments.

### IV. TIMELINES AND DEADLINES

In order to qualify for any professional growth increment, it shall be the responsibility of the individual classified employee to:

A. Submit all information and forms prescribed as necessary by the Professional Growth Committee and the Human Resources Department. Said information shall include but not be limited to the following:

1. Application for a professional growth increment for the ensuing school year must be filed by April 1 with the Human Resources department;
  - a. If a Bargaining Unit Member has signed up for a class and the class is canceled, the Bargaining Unit Member may choose another similar class without prior approval. The Member shall notify the District of the change within three weeks.
2. Verification of completed course work and/or other activities applicable to the Professional Growth Increment (required to be submitted no later than July 15). Verification submitted on July 15 that results in increment movement will be retro July 1.

NOTE: It shall be the sole responsibility of the employee to provide all supporting documentation required for verification. The Human Resources department will not be responsible for obtaining documentation.

B. Comply with all provisions of Board Policy and Committee regulations applicable to Professional Growth Increment.

6.7.1 Bilingual Stipend - The intent of the bilingual stipend is to compensate classified employees who will use their bilingual skills to assist in the day-to-day communication with students, parents and/or community although it is not required of them within their job description. The District will pay a monthly bilingual stipend of \$75 to those designated Bilingual Stipend Employees. Those not designated as bilingual stipend employees who translate on an occasional, casual, or incidental basis shall not be eligible for this stipend.

6.7.2 Testing Requirements - To be eligible for the bilingual stipend, classified employees must pass the SMBSD Bilingual Stipend Exam. When possible, the test will be taken outside the employee workday schedule.

6.7.3 Yearly Assignment - Assignments shall be made on an annual rotating basis by the District along with the Principal or Department Manager based on a yearly rotation assignment. The yearly assignment will begin on July 1 and end on June 30th. Rotation will be determined in order of seniority based on the hire date. Any eligible Bilingual Stipend Employee transferring into a different school/department shall be placed at the bottom of the rotation list at that site. If an assigned person leaves the position mid-school year, they forfeit the stipend for the remainder of the year and go to the bottom of the stipend list at their new site. The next person on the list will fill the vacancy for the remainder of the year and hold the position for the following year. If the assigned person is out for one month or more, the stipend will be held and given to the next person on the list. If they return within the school year, the stipend will be given back to them for the duration of the year. The person who filled the vacancy during the leave will retain their position on the list. After an

eligible Bilingual Stipend Employee finishes their year receiving the stipend, the employee will be placed at the bottom of the site eligibility list for the following year.

6.7.4 The District will maintain the list of bilingual stipend eligible employees.

## **ARTICLE 7 - HEALTH AND WELFARE BENEFITS**

### **7.1 Health Insurance**

The District, during the term of this Agreement, shall provide cost of coverage for all Bargaining Unit Members working four (4) hours or more and their eligible dependents in a health insurance plan that is at least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix C.

7.1.1 A Bargaining Unit Member who is absent on account of illness and who has exhausted their accumulated paid leaves shall continue to receive full health insurance coverage to be paid by the District for the period of illness not to exceed twelve (12) months following exhaustion of said leave.

### **7.2 Dental Insurance**

The District during the term of this Agreement shall provide the cost of coverage of a dental insurance plan for all Bargaining Unit Members working four (4) hours or more, that is at least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix C.

### **7.3 Life Insurance**

The District during the term of this Agreement shall provide the cost of coverage for all Bargaining Unit Members working four (4) hours or more and their eligible dependents, of a decreasing term insurance policy that is at least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix C.

### **7.4 Disability Income Insurance**

The District shall provide all Bargaining Unit Members working four (4) hours or more with an income protection plan that is at least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix C.

### **7.5 Tax Sheltered Annuities**

Bargaining Unit Members may participate in a tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

7.6 Vision Care

The District during the term of this Agreement shall provide the cost of coverage for all Bargaining Unit Members working four (4) hours or more a vision insurance plan at least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix C.

7.7 Cancer Insurance

The District during the term of this Agreement shall provide the cost of coverage for all Bargaining Unit Members working four (4) or more hours and their eligible dependents for supplemental cancer insurance.

7.8 Disability

The District agrees to make available, programs provided in Section 7.1 of this Article on the same basis as provided Bargaining Unit Members during the absence of any Bargaining Unit Member who is on paid disability leave for a period not to exceed thirty-nine months, providing the Bargaining Unit Member pays the premiums in advance as prescribed by the District.

7.9 Layoff

The District agrees to make available, programs provided in Section 7.1 of this Article for any Bargaining Unit Member who is laid off for lack of work or lack of funds, under Cobra rights, as defined by law, providing the Bargaining Unit Member pays the premiums in advance as prescribed by the District.

7.10 Retirement

7.10.1 The District agrees to make available, programs provided in Section 7.1 of this Article on the same basis as provided Bargaining Unit Members for those persons who retire, with at least five (5) years of consecutive service, and their eligible dependents at the group rate provided the retiree pays the premium in advance as prescribed by the District.

7.10.2 The District agrees to provide an amount equal to the lowest on Plan T as set by the insurance carrier, toward the medical insurance premium of a Bargaining Unit Member who retires on or after July 1, 1979, subject to the following:

7.10.2.1 The Unit Member must have continuously served the District in a full-time classified position (see Section 5.2) for the ten (10) years immediately preceding retirement,

7.10.2.2 Retirement does not commence until the Unit Member is at least age fifty-five (55).

7.10.2.3 Eligibility for District paid benefits under this provision terminates on the first day of the month preceding the retiree's sixty-fifth (65th) birthday.

7.10.2.4 Dependent coverage may be purchased by the retiree in a manner prescribed by the District.

#### 7.11 Benefits Committee

The District and the Association agree that a "Benefits Committee" shall be formed that will meet on an as-needed basis throughout the school year. The Benefits Committee will review the costs and content of the benefits plan provided to Bargaining Unit Members. The Benefits Committee will provide recommendations to the District and Association regarding changes to employee health benefits. Bargaining Unit Members should address concerns regarding health benefits to the Association's representatives on the benefits committee. The Association agrees to provide four members to the Benefits Committee.

7.12 The Association and the District agree that the District will be obligated to pay a total amount per Member for "employee health benefits" that does not exceed \$15,300. Therefore, the amount paid for "employee health benefits" by the District per Member shall remain at \$15,300. The District obligation for retiree health insurance benefits shall not exceed the amount paid for current employees. The term "employee health benefits" shall collectively refer to the benefits set forth in this Article 7 and Appendix C of the CSEA



contract, and includes health insurance, dental insurance, life insurance, disability income insurance, vision care, AD&D, and cancer insurance.

- 7.13 If, prior to June 1 of each calendar year of the term of this agreement, the cost of "employee health benefits" is projected by the District to be less than \$15,300 or there are in place health benefit plan changes that the District and Association mutually agree will reduce the projected cost below or equal to \$15,300 per member for the coming health benefits plan year, then there will be no payroll deductions during the following school year, and the District will pay the entire cost of "employee health benefits."
- 7.14 There will be payroll deductions if the cost of "employee health benefits" is projected to be in excess of \$15,300, and there are not in place health benefit plan changes by June 1 for the coming health benefits plan year (that commences on October 1) that the District and Association agree will reduce the cost of "employee health benefit" to \$15,300 or below. The salary deductions will take place based on renewal cost projections available as of June 10.

## **ARTICLE 8 - SCHEDULED HOLIDAYS**

8.1 All Bargaining Unit Members will be given paid holidays. These shall be paid prorated on the basis of the ratio of hours worked to the regular work day and/or work year. Employees working more than 200 days shall get sixteen (16) paid holidays, and employees working 200 days or fewer shall get fourteen (14) paid holidays. The holiday schedule shall be posted annually by the district.

In determining the holiday for the day before Christmas and the day before New Year's Day, the following guidelines shall be used:

- A. If Christmas and New Year's Day fall on a Saturday, the preceding Thursday and Friday will be the holidays.
- B. If Christmas and New Year's Day fall on a Sunday, the preceding Friday and the following Monday will be the holidays.
- C. If Christmas and New Year's Day fall on a Monday, the preceding Friday or the following Tuesday will also be a holiday.

8.2 Bargaining Unit Members also shall be granted pursuant to applicable and current law additional holidays which are declared by the President or Governor, as provided for in subdivisions (b) and (c) of Education Code section 37222 for a public fast, thanksgiving or holiday; or any day declared a holiday under Education Code section 37222. To be eligible for any such additional holidays, Bargaining Unit Members must be in paid status during a portion of the working day immediately preceding or succeeding the holiday.

8.3 Pursuant to applicable and current law, Bargaining Unit Members also shall receive regular pay whether or not they are required to report for work on school days which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay. To be eligible for any such additional paid day, Bargaining Unit Members must be in paid status during a portion of the working day immediately preceding or succeeding the paid day.

8.4 The District agrees to meet with the Association each year of the contract to discuss and receive input on the calendar for the following year and the Association shall have representation on the District Calendar Committee.

## **ARTICLE 9 - VACATION PLAN**

### **9.1 Eligibility**

All Bargaining Unit Members shall earn paid vacation under this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30.

### **9.2 Paid Vacation**

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

9.2.1 Earned vacation will not be granted until completion of the initial six (6) months of employment.

9.2.2 All 200 day or less Bargaining Unit Members are expected to be at work every day students are in attendance.

9.2.2.1 Two (2) days or less may be used in an emergency or other individual situation(s) that could not have been anticipated or rescheduled to a non-workday with site or department approval.

9.2.2.2 More than two (2) days may be used in an emergency or other individual situation(s) that could not have been anticipated or rescheduled to a non-workday. The request must be submitted to the site or department manager for a decision. An employee may appeal the decision of the site or department manager to the ASHR or designee within two (2) employee working days of receiving the decision.

9.2.3 All 200 day or less Bargaining Unit Members who do not use vacation days during the work year will be paid unused earned vacation time once a year in the July supplemental payroll.

### **9.3 Accumulation**

Vacation time shall be earned and accumulated in advance (July 1) with the following schedule:

#### **9.3.1 Vacation Schedule**

Vacation grants for years of service will be granted as follows:

Years of Service	More than 200 day employee	200 day employee	190 day employee	180 day employee
1-3	10 days	8.10 days	7.69 days	7.29 days
4-6	12 days	9.72 days	9.23 days	8.74 days
7-9	15 days	12.14 days	11.55 days	10.93 days
10-12	18 days	14.57 days	13.85 days	13.12 days
13 or more	21 days	17.00 days	16.15 days	15.30 days

9.3.2 A year of service is included for purposes of vacation credit if the Bargaining Unit Member, as a regular employee, has served one year in the Member's work year prior to July 1. For the first year of regular employment to count as one year, the Bargaining Unit Member must serve 75% of the Member's work year. When a member's hours/days are increased/decreased, a year counts as a full year regardless of the number of hours or days previously worked.

9.4 Vacation Pay Upon Termination

When a Bargaining Unit Member who has been employed for six (6) months and who is terminated and/or has resigned for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination or resignation. A Bargaining Unit Member who plans to voluntarily terminate their services with the District shall make every attempt to give a ten (10) days written notice to the District.

9.5 Vacation Postponement

If a Bargaining Unit Member's vacation comes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The Bargaining Unit Member may request to have their vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over

their vacation to the following year, or they may request to receive compensation for all vacation earned and accumulated during the fiscal year.

9.6 Vacation Carry-Over

A maximum of five vacation days may be carried over to the following year with the approval of the immediate supervisor. An additional five days (10 maximum) may be carried over to the following year with the approval of the immediate supervisor and the Assistant Superintendent of Human Resources. Such requests shall be made in writing by the employee. A denial by the immediate supervisor may be appealed to the ASHR.

9.7 Holidays

Bargaining Unit Members shall not be charged with a vacation day when a holiday falls within the vacation period.

9.8 Vacation Scheduling

9.8.1 Bargaining Unit Members may request specific vacation periods by submitting a Work Year Calendar. Work Year Calendars should be submitted by June 1st. District and departments will publish "District Need Days" by May 1st and will make every effort to maintain and have an available and accurate annual calendar.

9.8.2 Vacation Schedule Changes

Changes to the work year calendar may be requested by submitting a Request for Leave Form. Any revision to the work year calendar must be submitted two (2) days prior to the date of the leave. Exceptions may be made by mutual agreement. Vacation changes will not be unreasonably denied.

## ARTICLE 10 - LEAVE OF ABSENCE

### 10.1 General Provisions

10.1.1 Bargaining Unit Members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit contribution, and retirement credit, the same as if they were not on leave. Those who are granted an unpaid leave during any pay period shall receive their fringe benefit contribution for the balance of the pay period. Thereafter, they shall be allowed to continue participation pursuant to the terms of the insurance plan(s) or program(s) selected, at their own expense, provided they make an advance payment of the premium(s) in a manner required by the District.

10.1.2 Part Time regular employees shall be entitled to leaves of absence to that portion of the leave as their assignment relates to that of a full time regular Bargaining Unit Member.

10.1.3 Member(s) of the "immediate family" as used in this Article shall mean:

- Spouse or Domestic Partner
- Parents of the Member or of the Member's Spouse/Domestic Partner
- Foster Parents of the Member or of the Member's Spouse/Domestic Partner
- Legal Guardians of the Member or of the Member's Spouse/Domestic Partner
- Children of the Member or of the Member's Spouse/Domestic Partner
- Foster Children of the Member or of the Member's Spouse/Domestic Partner
- Step-children of the Member or of the Member's Spouse/Domestic Partner
- Grandparents of the Member or of the Member's Spouse/Domestic Partner
- Grandchildren of the Member or of the Member's Spouse/Domestic Partner
- Children-in-law of the Member or of the Member's Spouse/Domestic Partner
- Siblings of the Member or of the Member's Spouse/Domestic Partner
- Siblings-in-law of the Member or of the Member's Spouse/Domestic Partner
- Children of Member's Siblings

- Any person living in the immediate household of the Bargaining Unit Member
- Parent's siblings of the Member or of the Member's Spouse/Domestic Partner
- Person having served in loco parentis to the Member
- An individual who the member has performed the function of a parent to

10.1.4 A Bargaining Unit Member returning from absence shall make every reasonable effort to contact their immediate supervisor and/or the District Human Resources Office at least one day preceding their return to allow for any necessary assignment modification. Bargaining Unit Members who return to work without proper notification will normally not be permitted to return to duty, will normally not receive pay for the day in question, and will normally not be permitted to charge the time to any leave category.

10.1.5 A Bargaining Unit Member who is absent from work other than for those periods as authorized by the leave provisions of this Agreement is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for any such unauthorized absences. Any Bargaining Unit Member who is absent from work without authorized leave or who fails to return to work as scheduled shall be subject to disciplinary action.

## 10.2 Sick Leave

10.2.1 Full Time regular Bargaining Unit Members shall be credited with twelve (12) days of sick leave per fiscal year.

10.2.2 Sick leave will be credited as of July 1 of each fiscal year.

10.2.3 Earned and unused sick leave shall be accrued from one year to the next. Sick leave utilization shall be for physical and mental disability absences which make continued employment impractical.

10.2.3.1 Dependent Leave - Up to 1/2 of the annual sick leave grant may be used to attend to an illness of or take to a doctor for preventive care of the



Bargaining Unit Member's child (regardless of age or dependency status), parent, parent-in-law, or spouse, registered domestic partner, grandparent, grandchild, sibling or "designated person" (limited to one designated person per 12-month period) as defined by Ed Code AB-1041. The District may require a statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member. The definitions of "child" and "parent" in Section 10.11 apply to this section.

- 10.2.4 With prior approval of the Assistant Superintendent for Human Resources, sick leave may, after exhaustion of Personal Necessity Leave (Refer to Article 10.3) and all other paid time off, be utilized for the illness of a member's spouse or child if the illness would otherwise qualify as a catastrophic illness as defined in Article 10.12.2.
- 10.2.5 The District may require a statement of verification from a physician or a recognized practitioner verifying the illness after 3 or more consecutive days of absence. If the employee has been counseled in the past 12 months for abuse of sick leave, the employee may be required to bring verification from a physician or a recognized practitioner verifying the illness for each absence. The District may also require the Bargaining Unit Member to visit a physician of the District's selection at District expense to obtain a statement of verification relative to the Bargaining Unit Member's ability to fulfill their responsibilities in a safe, healful, and satisfactory manner.
- 10.2.6 Upon expiration of the bargaining unit member's annual and accumulated sick leave, the bargaining unit member is entitled to their regular salary less than fifty percent (50%) for each day of absence due to personal illness, injury, or accident for a period of 100 working days or less. Extended sick leave shall be exclusive of any other paid leave, holidays, vacation, industrial accident leave, or compensating time to which the bargaining unit member may be entitled. The maximum 100 days of extended sick leave shall be exclusive of any other type of sick leave, including

industrial accident leave, and in addition to a bargaining unit member's annual sick leave or accumulated sick leave. It simply provides 50% pay for up to 100 days maximum when a bargaining unit member is out of sick leave during any fiscal year, running consecutively with the current year's sick leave grant and concurrently with any other accumulated leaves. Members may utilize said accumulated leave and vacation leave concurrently to augment the 50% differential up to 100% pay.

10.2.6.1 This leave is subject to the verification requirements of 10.2.5.

### 10.3 Personal Necessity Leave

10.3.1 Bargaining Unit Members may elect to use not more than seven (7) days per year of unused sick leave for purposes of approved personal necessity leave.

10.3.2 Personal necessity leave may be utilized by a bargaining Unit Member who has sufficient sick leave credit from the entitlements of Sections 10.2.1 and 10.2.3. Such utilization shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off duty hours. Examples of reasons for which approval shall be granted are: death of a member of their immediate family (when bereavement leave has been exhausted); accident, involving the person or property of a member or their immediate family; illness of a member of their immediate family after using available sick leave under Section 10.2.3.1; appearance in any court; religious holidays; or such other reasons which may be prescribed by the Board of Education. Examples of reasons for which approval shall not be granted are: political activities or demonstrations; vacation, recreation, or social activities; civic or organization activities; employee association activities; routine personal activities; occupational investigation; and work stoppage. (Refer to 10.1.3 for the definition of the immediate family.)

10.3.3 Bargaining Unit Members shall submit a request for personal necessity leave approval on a District approved form to the Assistant Superintendent for Human

Resources, normally not less than five (5) working days prior to the beginning date of the leave.

10.3.4 When written prior approval is not possible due to an emergency, the Bargaining Unit Member, or a responsible party, shall notify their immediate supervisor by telephone or in person of the reason for and expected duration of the absence.

10.3.5 Upon return to active service, the Bargaining Unit Member shall complete the appropriate District forms and submit them to the Human Resources Office.

10.3.6 The Bargaining Unit Member shall provide, upon District request, additional clarification and/or verification of the use of this leave provision.

#### 10.4 Bereavement Leave

A Bargaining Unit Member shall be eligible for a temporary leave of absence for the death of any member of the immediate family and for the purpose of bereavement leave, including children of the member's siblings or children of the member's spouses/domestic partner's siblings, without loss of salary. This leave will be for no longer than five (5) days, and must be used within three months of the date of death. A sixth day (6) will be authorized if travel out of state or of more than 200 miles one way is required to attend to services or legal obligations related to the death of the family member. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave.

#### 10.5 Judicial and Official Appearance Leave

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

##### 10.5.2 Court Appearance (Personal Necessity Leave)

The Bargaining Unit Member may utilize personal necessity leave for any necessary court or agency appearance.

### 10.5.3 Jury Duty

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

10.5.3.1 A Bargaining Unit Member working Monday to Friday, regardless of the number of work hours or the time of the work hours, who is required to report for jury duty on a given day, is not required to report to work that day. However, appropriate proof from court must be provided to their immediate supervisor.

### 10.5.4 Dismissal Hearings

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

## 10.6 Pregnancy/Disability Leave

A leave of absence without pay may be granted to a female Bargaining Unit Member during any period of her pregnancy. Such leave will be requested a minimum of thirty (30) days in advance of the leave commencement date. The leave will continue until that date following childbirth or miscarriage that the Bargaining Unit Member is able to return to work as certified by a licensed physician or a recognized practitioner. Any leave, paid or unpaid, taken for disability caused by pregnancy, childbirth, or related medical conditions shall count against any entitlement to unpaid leave with paid health benefits provided by the Pregnancy Disability Leave Act (Government Code sec. 12945).

### 10.6.1 Maternity Disability

The female Bargaining Unit Member may elect to utilize sick extended illness leave (10.2) during any period of disability resulting from pregnancy, miscarriage,

childbirth or related medical conditions. The dates of such disability shall be certified by the Bargaining Unit Member's physician or recognized practitioner.

10.7 Military Leave

Military leave of absence shall be granted and compensated so as not to be in conflict with the Education Code and the Military and Veterans Code.

10.8 Industrial Accident and Illness Leave

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

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

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

10.8.3 The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a Bargaining Unit Member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which when added to Worker's Compensation award, provides for a day's pay at the regular rate of pay.

10.8.4 At any time a Bargaining Unit Member on Industrial Accident or Illness Leave is able to return to work, they shall be reinstated in their position without loss of pay.

10.9 Other Leaves

A full time regular Bargaining Unit Member may be granted a leave of absence for purposes satisfactory to the District. If granted, the leave will normally be without compensation and shall generally be for a period not to exceed twelve (12) months.

10.10 Absence under any paid leave provision of this Article shall not be considered as a break in service. Benefits occurring under the provisions of this Agreement shall continue to accrue during such absence in the same proportion as the compensation provided to the Bargaining Unit Member by the District.

10.11 Family Care and Medical Leave

Eligible employees are entitled to leave under the terms of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). An employee with 12 months of service and who has actually worked at least 1,250 hours with the District during 12 months immediately prior to commencing the leave may request unpaid family care and medical leave for up to twelve (12) workweeks during a fiscal year (July 1 through June 30, inclusive) for one of the following reasons:

- a) Leave for reason of the birth of a child of the employee or the placement with the employee of child in connection with adoption or foster care;
- b) Leave to care for an employee's child, parent or spouse who has a serious health condition;
- c) Leave in the case of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except leave taken for disability on account of pregnancy, childbirth or related medical conditions shall count as FMLA leave only

- d) Serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent, or next of kin of the employee (FMLA and possibly CFRA);
- e) Qualifying exigency arising out of the fact that a spouse, child, or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered military duty (FMLA and CFRA); and
- f) Leave to care for an employee's grandparent, grandchild, sibling, and adult child with a serious health condition.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

"Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or supervision by a health care provider.

10.11.1 An employee who requests leave to care for a child, a spouse, or a parent who has a serious health condition may be required to submit a certificate from the health care provider verifying the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring the care, and a statement that the affected individual's condition warrants the participation of a family member to provide care. If additional leave is needed after the time estimated by the health care provider expires, the employee shall provide recertification in the same manner specified above.

10.11.2 If an employee's need for family care and medical leave is foreseeable, or where it is for the birth of a child, the employee shall give thirty (30) calendar days' notice.

When leave is needed for a planned medical treatment or supervision, the

employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

10.11.3 Leave taken for disability on account of pregnancy, childbirth, or related medical condition shall be taken pursuant to Government Code Section 2945 and FMLA, both of which entitle the employee to continue paid benefits during the leave as set forth below and shall be taken in addition to CFRA family care and medical leave for child bonding, which shall also entitle the employee to continued benefits. Any FMLA leaves not used for disability related to pregnancy shall run concurrently with child-bonding leave under CFRA.

10.11.4 An employee on unpaid family care and medical leave shall continue to be eligible for health insurance for twelve (12) workweeks during a fiscal year at the level and under the conditions coverage would have been provided if the employee had continued in active employment. The District may recover the District's contribution to the employee's health coverage for any unpaid portion of the leave if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take family care and medical leave or for other circumstances beyond the employee's control.

#### 10.11.5 Parental Leave

Members who are eligible for parental leave under Education Code section 45196.1 may take such leave, with eligibility determined in accordance with the provisions of the law. Parental bonding leave is paid to the extent provided for in the California Education Code and California Government Code.

10.11.6 At the conclusion of the family care and medical leave, the employee shall be returned to the same position classification held by the employee and at the same geographically approximate worksite the employee worked at prior to the



commencement of the leave. In some instances, reinstatement may be denied to employees who are among the 10% of the highest paid employees working for the District.

#### 10.12 Catastrophic Leave Bank

The purpose of the Catastrophic Leave Bank (CLB) is to assist those classified employees or those classified employees required to care for immediate family who is incapacitated by a catastrophic illness or injury which results in the employee using all available full-paid and extended sick leave. Eligible employees shall receive benefits pursuant to this policy when approved by the Catastrophic Leave Committee.

10.12.1 The District shall maintain a Catastrophic Leave Bank for eligible employees subject to the terms of this Article.

##### 10.12.2 Membership in the Catastrophic Leave Bank

Any bargaining unit member who has been employed by the District for at least 30 days is eligible for membership in the Catastrophic Leave Bank. 10.12.2.1 The District will conduct an "enrollment period" after the creation of the leave bank for sixty calendar days. All current District bargaining unit members who wish to be a member of the Catastrophic Leave Bank must contribute one day of leave into the Catastrophic Leave Bank at this time. Bargaining Unit members hired after the initial enrollment period, or members that are returning from extended leave, which included the initial enrollment period, will have sixty calendar days to join the Catastrophic Leave Bank by contributing one day of leave into the bank. After the initial enrollment period, members of the Catastrophic Leave Bank must contribute one day of leave at the beginning of each school year if the leave bank falls below 2,400 hours during the preceding school year. All donations will be in whole-day increments, with a maximum of one day of leave being donated.

10.12.3 The donation shall be filed in the District's personnel office on a "Leave Donation" form. All donations are irrevocable.

10.12.4 The District will maintain a list of all bargaining unit members who have contributed to the Catastrophic Leave Bank.

10.12.5 Bargaining unit members who are retiring from the employ of the District may contribute up to ten (10) days of their unused sick leave to the Catastrophic Leave Bank.

10.12.6 A bargaining unit member who does not join in the enrollment periods noted above may join by completing and submitting an approved application to the committee before the close of the enrollment window (10.12.2.1) and will contribute one (1) sick day for each year of permanency in which classified employees were required to contribute said one day ("sick day" should be equivalent to the employee's work day for each of said years).

10.12.7 Eligibility to Use the Catastrophic Leave Bank:

Any employee who suffers from a catastrophic injury or illness or who is required to take time off from work to provide care for a member of his or her immediate family who suffers from a catastrophic injury or illness, shall be eligible to receive catastrophic leave. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the Employee for an extended period of time or that incapacitates the Employee's immediate family so that the Employee will be required to take time off work for an extended period of time to care for the spouse or child, and taking extended time off work creates a financial hardship for the Member because they have exhausted all of their eligible leave and other paid time off.

10.12.8 For the purposes of this section, "immediate family" shall be defined in the same manner as under the State and Federal family and medical leave laws. Immediate family shall include only the employee's spouse, parents, or dependent children, as defined in the Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. SS261 I, et

seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2).

10.12.9 Upon requesting donations under this program, the employee shall provide verification of the catastrophic illness or injury by means of a letter, dated and signed by the sick person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

10.12.10 Eligibility for catastrophic leave shall be subject to the following restrictions and conditions:

10.12.10.1 The employee must be a member of the Catastrophic Leave Bank. The employee must also have exhausted all of their paid eligible leave credits, including accumulated sick leave, before catastrophic leave can be used.

10.12.10.2 The employee requesting catastrophic leave should apply as soon as possible to allow time for the Catastrophic Leave Committee to make a determination of eligibility.

10.12.10.3 Any right or entitlement to leave under the Federal Family and Medical Leave Act (FMLA; 29 U.S.C. SS2611, et. seq.) and/or the California Family Rights Act (CFRA; Government Code Section 12945.2) shall run concurrently with any paid leave used pursuant to this Article.

10.12.11 Request for Leave:

An employee who meets the eligibility requirements for catastrophic leave may request donations of catastrophic leave from the Catastrophic Leave Bank by submitting a written request to the personnel office.

10.12.12 In the event that the employee is personally unable to request catastrophic leave an authorized agent of the employee or family member may make the request.

10.12.13 Catastrophic Leave Committee:

A Catastrophic Leave Committee shall be created and will consist of two District representatives and two representatives appointed by CSEA. The Catastrophic Leave Committee shall consider all requests to receive catastrophic leave. The committee shall grant, partially grant, or reject all requests. All decisions to grant catastrophic leave shall require mutual agreement. The District shall have one member (ASHR) on the committee that will be able to change the decision of the committee. This change could include the decision of the committee to grant or deny catastrophic leave or to change the amount of the allocation of leave to the bargaining unit member granted by the committee. Any change will be final and will not be subject to further review or consideration by the committee. The decision of the committee or ASHR is final and is not subject to the grievance procedure.

10.12.13.1 The committee shall be responsible for:

- a) Maintaining the records and keeping them confidential;
- b) Receiving withdrawal requests;
- c) Verifying the validity of requests;
- d) Approving or denying requests;
- e) ASHR communicates the decision to the appropriate persons and to the District;

10.12.13.2 Requests cannot be denied on the basis of the type of illness or disability.

10.12.14 Restrictions on the Use of the Catastrophic Leave

Each catastrophic leave shall conclude after 30 calendar days, at the end of the employee's work year, or when the employee returns to work, whichever occurs first. If the catastrophic injury or illness continues or arises at a later time, another request for catastrophic leave may be submitted.

10.12.14.1 The maximum allowed time for any employee to be on catastrophic

leave is six months.

10.12.15 An employee who uses catastrophic leave shall be paid at their regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.

10.12.15.1 Donations to the bank as well as days of utilization for part-time employees shall be credited on a pro-rata basis.

10.12.16 Any catastrophic leave that is granted to but is not used by the employee shall be redeposited into the Catastrophic Leave Bank.

10.12.17 The Catastrophic Leave Bank cannot be used for an illness or injury that qualifies the participant for Worker's Compensation Benefits, unless the employee has exhausted all Workers' Compensation Leave.

10.12.18 An employee's request for catastrophic leave may be denied, or terminated, if the employee or member of their immediate family no longer suffers from a catastrophic illness or injury, or if the employee supplied misleading, inaccurate, or incomplete information in order to obtain catastrophic leave. Such decisions shall be made by the Catastrophic Leave Committee.

10.12.19 Grievances:

The Employee Association(s) agree that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit related to this leave. The Employee Association(s) also agree that it will not file, on its behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the illegality or enforcement of this provision.

10.12.20 Employee's Return from Leave:

Upon return from the catastrophic leave pursuant to this Article, the District shall return the employee to the same position, subject to all the requirements and limitations of law, including but not limited to the

Americans with Disabilities Act, the California Fair Employment Housing Act, FMLA, and CFRA.

10.12.21 Termination of the Catastrophic Leave Bank:

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed among the members of the Bank currently employed in the District.

10.12.22 The provisions of this Article and the Bank shall be limited by the effective dates of this collective bargaining agreement and shall automatically continue at the end of this Agreement unless the District and Association(s) agree in writing to terminate the Bank.

10.12.23 All Employees who currently use catastrophic leave granted under the terms of the prior collective bargaining agreement are entitled to use that leave under the terms of the prior collective bargaining agreement until all such leave has been used or their catastrophic illness or injury ends. If further catastrophic leave is then needed by such employees, such requests shall be made pursuant to this new Catastrophic Leave Bank and Article.

## **ARTICLE 11 - TRANSFER**

### **11.1 Definition**

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

### **11.2 Posting of Notice**

11.2.1 Notice of all Bargaining Unit job vacancies other than temporary or substitute shall be posted on bulletin boards designated for that purpose, at each District job site.

11.2.2 The job vacancy notice shall normally remain posted for a period of five full working days, during which time the Bargaining Unit Member shall apply if they desire to be considered.

### **11.3 Criteria for Transfer**

The following criteria shall be used in consideration of transfer requests:

11.3.1 The needs and efficient operation of the District.

11.3.2 The qualifications, including experience and recent training of the Bargaining Unit Member, compared to those of other transfer candidates.

11.3.3 The length of service rendered to the District by the Bargaining Unit Member.

11.3.4 An evaluation containing a combination of all "Satisfactory" or "Exceeds Expectations" qualifies the employee for consideration of transfers.

11.3.4.1 An evaluation of at least one "Needs Improvement" shall disqualify the employee from consideration of transfers until corrected.

11.3.4.2 An evaluation of at least one "Unsatisfactory" shall disqualify the employee from consideration of transfers until corrected.

11.3.5 The recommendation of an administrator/supervisor.

11.3.6 The preference of the Bargaining Unit Member.

11.4 Human Resources will document a consistent transfer process. The Parties will follow said transfer process, which will be posted for all current and prospective employees on the

District HR website. The District will maintain an HR procedural website, including said Transfer Process, and will meet and confer/negotiate with CSEA, as appropriate, prior to any revisions of said Transfer Process.

#### 11.5 Unit Member Initiated Transfer Request

Any Bargaining Unit Member covered by this Agreement may request a transfer to a job location within the same position classification as defined by the job description, subject to the following conditions:

11.5.1 A Bargaining Unit Member may request a transfer to a vacancy within their classification, and such requests shall be given priority consideration subject to the criteria for transfer in 11.3.

11.5.2 The filing of a request for transfer is without prejudice to the Bargaining Unit Member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the Bargaining Unit Member in writing at any time prior to official notification of transfer approval.

a. An interview for all who meet the transfer criteria prior to interview of promotional candidates.

b. The District having discretion to make selection at the conclusion of the Bargaining Unit Member's interviews.

#### 11.6 Employer Initiated Transfers

A transfer may be made by the District at any time for any of the following reasons:

11.6.1 A change of enrollment or work load necessitating transfer of Bargaining Unit Members.

11.6.2 Improved efficiency of the District.

11.6.3 A Bargaining Unit Member may request and shall receive from the Superintendent or their designee a conference or a written statement regarding reasons for the involuntary transfer. Such reasons shall not be



subjects to the grievance procedure included herein. In the exercise of this right of an involuntary transfer, the District shall not act in a manner that is arbitrary, capricious, or discriminatory and shall take into consideration seniority when all else is equal.

11.6.4 Rights to Involuntary Transfer/Return to Position Members who are involuntarily transferred (due to the needs of the district) shall have the right to indicate preferences from the current list of vacancies in their job classification as defined by the job description. A member's preference will be given consideration. If more than one member is to be transferred and there is a preference conflict, seniority will prevail if all else is equal. The employee may have the opportunity to return to their original position if the position becomes available within 2 years of the transfer. Employees transferred due to discipline or unsatisfactory performance forfeit the right of an involuntary transfer.

## **ARTICLE 12 - PERSONNEL FILES**

12.1 A Bargaining Unit Member shall be permitted to review, upon reasonable notice, their personnel file. Except as otherwise provided herein, such review shall not normally be permitted during the duty hours of the Bargaining Unit Member.

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

12.1.2 Information of a derogatory nature, except material mentioned in 12.1.1 above, shall not be entered or filed in the personnel file of the Bargaining Unit Member until such Member is given written notice of such material. Following such notice, the Bargaining Unit Member shall have ten (10) calendar days to review and have attached thereon the Member's comments relative to such derogatory material.

12.1.2.1 Such review may take place during the Member's regular duty hours without loss of compensation.

12.1.3 Employee response, if any, shall be copied and attached to any copy of such derogatory material. Transfer

12.2 The content of documents placed in or contained in any personnel file shall not be the subject of a grievance pursuant to the procedure contained in this Agreement; however, a violation of the procedures outlined in this Article may be the subject of a grievance.

## ARTICLE 13 - GRIEVANCE PROCEDURES

### 13.1 General Provisions

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

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

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

13.1.4 Any of these steps may be skipped by mutual agreement.

### 13.2 Informal Step

13.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve the problem by means of an informal conference with their appropriate supervisor. The grievant and/or the appropriate supervisor may bring another person to the informal step conference to support a resolution at the lowest level possible.

13.2.2 There is a committee called "The CLMC" available to assist the Bargaining Unit Members with concerns. This shall not preclude the filing of the grievance within the timelines.

### 13.3 Formal Steps

#### 13.3.1 Step 1 [Meeting with Appropriate Supervisor]

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

reasonably have known of the act or omission, the grievant must present such grievance in writing to the appropriate supervisor.

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

13.3.1.3 Either party may request a personal conference with the other party. The appropriate supervisor shall communicate a decision to the grievant and ASHR in writing within ten (10) days after receiving the grievance and such action will terminate Step 1.

### 13.3.2 Step 2 [Appeal to Assistant Superintendent for Human Resources]

13.3.2.1 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the Assistant Superintendent for Human Resources or their designee within ten (10) days after the termination of Step 1.

13.3.2.2 This appeal statement shall include a copy of the original grievance, the decision rendered at Step 1, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Assistant Superintendent for Human Resources or designee may request a personal conference.

13.3.2.3 The Assistant Superintendent for Human Resources or designee shall communicate a decision within ten (10) days after receiving the appeal, and such a decision will terminate Step 2.

### 13.3.3 Step 3 [Interest-based Problem Solving Grievance Meeting With Facilitator]

13.3.3.1 Within 10 days of the conclusion of Step 2; if the grievance was not resolved by the grievant and the Assistant Superintendent for Human Resources Step 3, an

interest based problem solving meeting will be scheduled.

13.3.3.2 In order to implement this provision, the District and the Association, in coordination with the CLMC, will train a group of Members, District administrators, and other District employees in interest-based problem solving techniques. Persons who have been so trained will be placed per mutual agreement on a list of facilitators who will be available to assist with the Step 3 facilitation procedure.

13.3.3.3 Within five grievant working days, the ASHR and the Association will choose, by mutual agreement, a facilitator from the facilitator list to assist with the interest-based resolution of the grievance, will notify the facilitator of their selection and will notify the grievant and the appropriate supervisor of the facilitator's selection.

13.3.1.4 Within ten (10) grievant working days of their selection, the facilitator will coordinate with the grievant and the appropriate supervisor to schedule a date, time, and location for a facilitated informal grievance meeting and will meet with the grievant and immediate supervisor and attempt to resolve the grievance using interest-based problem solving techniques. If possible, the facilitated meeting will take place within twenty (20) grievant working days of when step 3 was initiated. At the facilitated meeting, the goal will be to have no more than two representatives present per party, not including the grievant and the appropriate supervisor.

13.3.1.5 The parties shall hold at least one facilitated meeting using interest-based problem solving techniques to attempt to resolve the grievance.

- 13.3.1.6 If the informal grievance is resolved by the parties and facilitator, within five (5) grievant working days of the grievance's resolution, the facilitator shall prepare a joint facilitated resolution memorandum stating the substance of the informal grievance and the terms of the facilitated resolution. A copy of the memorandum shall be given by the facilitator to the ASHR, who shall promptly distribute a copy of the memorandum to the Association, the grievant, and the appropriate supervisor.
- 13.3.1.7 Within two grievant working days from the end of each facilitated meeting that does not resolve the grievance, the parties can either:
- (a) Mutually agree to hold another facilitated interest-based problem solving techniques meeting; or
  - (b) Either party may request in writing that the Step 3 process end if either party feels the Step 3 process will not resolve the grievance.
- 13.3.1.8 Within three grievant working days from the end of each facilitated meeting that does not resolve the grievance, and if no additional facilitated meeting has been mutually agreed to by the parties, the facilitator will notify the ASHR that the grievance was not resolved.
- 13.3.1.9 Within five grievant working days of the date the ASHR receives notice from the facilitator that the informal grievance was not resolved through the facilitated meeting process, the ASHR will give notice to the grievant, the Association and the

appropriate supervisor that the facilitated interest-based problem solving meetings did not resolve the grievance. Said notice will terminate Step 3.

#### 13.3.4 Step 4 [Appeal to Superintendent]

13.3.4.1 In the event the grievant is not satisfied with the decision at Step 3, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) days after the termination of Step 3.

13.3.4.2 This statement shall include a copy of the original grievance, the decision rendered at Step 3, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.

13.3.4.3 The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal, and such a decision will terminate Step 4.

#### 13.3.5 Step 5 [Mediation/Advisory Arbitration]

13.3.5.1 If the grievant is not satisfied with the Step 4 decision, within ten (10) grievant working days after the termination of Step 4 the grievant may submit a written request to the ASHR requesting the appointment of a mediator/advisory arbitrator to mediate and give an advisory opinion on the grievance (Step 5 request). The request shall include a copy of the original grievance, Step 4 decision, and a clear, concise statement of the reasons for the request. The ASHR shall promptly provide a copy of the request to the Association. Within three grievant working days of receiving the request, the ASHR shall request the California State Mediation and Conciliation Service ("SMCS") to appoint a mediator to mediate the grievance unless the Parties agree to an alternative mediator/advisory arbitrator.

- 13.3.5.2 The mediation/advisory arbitration shall be held within fifteen (15) calendar days of the receipt of the Step 5 request by the ASHR unless the SMCS is unable to provide a mediator within that period, in which case the mediation/advisory arbitration shall occur as soon as possible.
- 13.3.5.3 The mediator/advisory arbitrator shall mediate between the Parties regarding the grievance and shall be asked by the Parties to use the interest-based problem solving approach. The mediation process shall be confidential.
- 13.3.5.4 If the mediation results in an agreement between the Parties that resolves the grievance, the agreement will be reduced to writing. The agreement shall not, however, set precedence.
- 13.3.5.5 If the mediation does not resolve the grievance, the mediator/advisory arbitrator shall be requested to render an advisory opinion. This advisory opinion shall be in writing unless the mediator is unwilling to provide a written opinion. In that case, the advisory opinion shall be oral. The mediator shall be advised at the time of appointment of this aspect of the District/Association mediation process.
- 13.3.5.6 The mediator/advisory arbitrator shall communicate a decision to the Parties within twenty (20) calendar days after the conclusion of the mediation/advisory arbitration, and such a decision will terminate Step 5. This decision may be submitted by either Party at later steps in the grievance process, except that it may not be introduced as evidence or otherwise submitted in binding arbitration. [Other discussions during the mediation process, including but not limited to any offer of settlement or admission, may not be used by either party in the subsequent grievance/binding arbitration process.]



13.3.5.7 At any time after fifteen (15) grievant working days have passed from the conclusion of the mediation/advisory arbitration, if the mediator/advisory arbitrator has not yet communicated a decision to the Parties, the grievant may proceed to Step 6.

13.3.5.8 All costs for services of the mediator, including, but not limited to, per diem expenses, and the mediator's travel and subsistence expense, will be borne equally by the District and the Association. Costs other than those charged by the mediator will be borne by the party incurring them.

13.3.5.9 Step 5 shall terminate twenty (20) calendar days after the District and Association receive the decision by the mediator/advisory arbitrator.

#### 13.3.6 Step 6 [Appeal to Board of Education]

13.3.6.1 In the event that the grievant is not satisfied with the decision made in Step 5 they may appeal the decision in writing within ten (10) days to the Board of Education.

13.3.6.2 Upon request of the grievant or an appropriate supervisor, the Board will convene in a personnel session to hear the parties. The Board will render its final decision within twenty (20) days of the receipt of the appeal or within twenty (20) days of the requested personnel session, whichever is later. The Board will not be required to convene in personnel session for this purpose more than one (1) time in any ten (10) day period. In instances of multiple grievances arriving at the Board Step at the same time, such grievances will be heard in numerical order, and time lines will be extended appropriately.

#### 13.3.7 Step 7 [Binding Arbitration]

13.3.7.1 If the grievant or Association is not satisfied with the disposition of the grievance at Step 6, the grievant (with the Association's consent) or the Association, within fifteen (15) grievant working days of the Board's decision at Step 6, may submit the grievance to binding arbitration by providing notice

of intent to arbitrate to the ASHR in writing. In such cases, the parties shall request a list of arbitrators from the American Arbitration Association ("AAA") in accordance with AAA procedure or the Parties may select an arbitrator from a list of arbitrators agreed to in advance by the Association and the District pursuant to a Memorandum of Understanding.

13.3.7.2 The information provided to the arbitrator shall include a copy of the original grievance, the decision rendered at Step 6 (or Step 5, if applicable), a clear, concise statement of the grievance, the circumstances of the alleged violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought.

13.3.7.3 A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall be established in each case by flipping a coin, with the loser of the coin toss striking first. After the process of striking is complete, the one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) calendar days of receipt of the list by both parties.

13.3.7.3 (a) Instead of alternately striking names, in a given case, the Association and the District may stipulate to any arbitrator on the list.

13.3.7.4 Only once in each arbitration and prior to commencing the striking process either party may elect to peremptorily discard an entire list of arbitrators provided by the AAA. The party, which elects to discard an entire list, shall pay in full for the cost of the replacement list from AAA.

13.3.7.5 If any questions arise as to the arbitrability of the grievance, including but not limited to questions regarding the timeliness of the grievance, such

questions shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

13.3.7.6 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator, with the parties being afforded sufficient time to prepare for the arbitration. Hearings shall be confined to District working days. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Article. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted for arbitration. The arbitrator will not have any power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement of other remedies as the arbitrator judges to be proper. The award of the arbitrator shall be submitted to both parties. The decision of the arbitrator will be final and binding upon the parties.

13.3.7.7 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

13.3.7.8 The arbitrator shall be provided with all available documents relating to the grievance. Parties in interest shall be given at least ten (10) calendar days prior notice of scheduled hearings, unless the Arbitrator's schedule reasonably requires lesser notice. Parties in interest and their representatives shall have the right to be present at such hearings.

13.3.7.9 All costs for services of the arbitrator, including but not limited to per diem expenses, the arbitrator's travel, and be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

13.3.7.10 If any party requests a transcript of the proceedings, that party shall bear the full costs for creating said transcript. If the other party then requests a copy of the transcript, that party shall pay to the original requesting party one-half (1/2) of the cost of the transcript, along with one half of the court reporter's fee.

13.3.7.11 Upon mutual agreement of the District and Association, the arbitration may proceed under expedited rules of the American Arbitration Association. Notice of such mutual agreement shall accompany the request to AAA for a list of arbitrators.

13.3.7.12 If a matter falls within the scope of this grievance article, and is therefore subject to binding arbitration, the grievant and the Association shall be barred from filing a legal action against the District regarding the subject matter of the grievance, except as otherwise provided by law. The decision of the arbitrator shall be final and binding on the parties to the grievance, except as otherwise required or allowed by law.

#### 13.4 Failure to Meet Time Limits

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

13.4.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

13.4.2 The parties will attempt, in good faith, to adjust time limit problems.

### 13.5 Chapter Representation

The grievant shall be entitled upon request to representation by the Association at all formal step grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to state its views on the matter. Ten (10) days will be considered an opportunity in this instance.

13.5.1 A Bargaining Unit Member may elect in writing to represent himself/herself rather than have the Association provide representation. If the grievant elects to represent himself/herself at Step II or beyond of this procedure, the Association shall be relieved of any further obligation or representation.

13.5.2 Except in instances of group grievances the grievant must be present at all times.

### 13.6 Reasonable Release Time

Reasonable release time will be provided by an identified job representative for purposes of representing grievants pursuant to this Article.

### 13.7 Confidentiality

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

### 13.8 No Reprisal

There shall be no reprisal against a Bargaining Unit Member for the reasonable filing of a grievance or representing a grievant as provided in these procedures.

### 13.9 Grievance Files

The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in this grievance procedure which may have derived from personnel files maintained by the

District will be returned to those files without indication that they have been used in this grievance procedure.

#### 13.10 Group Grievance

Should the Association and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one (1), they may mutually agree to do so.

## **ARTICLE 14 - FURTHER EDUCATION AND STUDY LEAVE**

- 14.1 The District may grant a leave of absence for further education and study leave to Bargaining Unit Members. A Bargaining Unit Member may request such leave at any time after attaining permanent status with the District.
- 14.2 The process for application will be maintained on the District HR Website.

## **ARTICLE 15 - PROMOTION**

### **15.1 Posting of Notice**

15.1.1 Notice of all Bargaining Unit job vacancies other than temporary of substitute shall be posted electronically to all classified employees' district email, as well as posted on bulletin boards designated for that purpose at each District job site.

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

### **15.2 Filing**

Bargaining Unit Members must meet the minimum qualification of the job description of the position applied for without written testing unless required by law. The Bargaining Unit Member must notify the District of their interest in the position in accordance with District application procedures. Any Bargaining Unit Member may file for the vacancy by submitting a classified application form to the District Human Resources Department within the filing period.

### **15.3 Eligibility**

15.3.1 An evaluation containing a combination of all "Satisfactory" or "Exceeds Expectations" qualifies the employee for consideration of promotions.

15.3.1.1 An evaluation of at least one "Needs Improvement" shall disqualify the employee from consideration for promotions until corrected.

15.3.1.2 An evaluation of at least one "Unsatisfactory" shall disqualify the employee from consideration for promotions until corrected.

### **15.4 First Consideration**

Bargaining Unit Members shall be given first consideration in filing any Bargaining Unit job vacancy which would represent a promotion. For these purposes, the first consideration shall mean:



- A. That Bargaining Unit Members' applications will be paper screened pursuant to the hiring process outline on the HR website to determine if minimum qualifications are met.
- B. An interview for all who meet minimum qualifications prior to interview of outside candidates.
- C. The district having discretion to make selection at the conclusion of the Bargaining Unit Members' interviews.

A Bargaining Unit Member also has the option of taking the written test for the position applied for, when their skills and qualifications for the position aren't reflected in the experience portion of the application. The District shall take into consideration seniority when all else is equal. (Reference Article 3, Evaluation Procedures, 3.7 for additional information.)

## **ARTICLE 16 - SAFETY**

- 16.1 The District shall provide safe working conditions. All alleged violations of safe working conditions shall be reported to the Bargaining Unit Member's immediate administrator in writing within five (5) days of discovery.
- 16.2 The District shall post rules for safety and the prevention of accidents which may include but shall not be limited to District safety regulations, CAL-OSHA regulations, regulations that may be appropriate to individual work sites, and this Article of the Agreement.
- 16.3 If an alleged unsafe working condition is reported to the District and the District fails to investigate and/or begin to take action to relieve the unsafe conditions, the Bargaining Unit Member may, within ten (10) days of such report, submit such alleged violations to the Association.
- 16.4 Safety Committee
- 16.4.1 A Safety Committee shall be formed composed of two (2) members appointed by the Association and management members to be selected by management. The Committee shall review health, safety, sanitation, and working conditions to ensure compliance with this Article. The Committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.
- 16.4.2 The District, together with the site and/or department administration will review the recommendations made by the Committee, and will determine follow-up processes, appropriate training, if applicable, and necessary communications needed to ensure follow-through to improve health, safety, sanitation, and working conditions.
- 16.4.3 The Bargaining Unit Members of the Committee shall be allowed reasonable release time to carry out their obligations under Section 16.4.1.
- 16.5 Use of Security Cameras on District Facilities
- 16.5.1 The District shall not install security cameras or monitor/use video recordings to determine work performance. The intent of security cameras is for safety purposes

and to deter criminal activity. Only the District may authorize the installation of security cameras on or within district facilities.

- 16.5.2 The District shall provide CSEA with a listing of the number and location of all new and existing security cameras in use. CSEA shall be notified in advance of any new security camera installations, removal of any cameras, and responsible administrators during monthly CLMC meetings.
- 16.5.3 When the District has installed security cameras, signs will be posted to notify students, employees, and visitors that recordings may occur at the designated District facility. A camera security disclosure will be added to the HR Personnel Handbook.
- 16.5.4 No security cameras will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms and locker rooms.
- 16.5.5 The District shall determine the hours for recording based on the needs of the District facility.
- 16.5.6 Cameras' footage and images will not be used to evaluate, monitor, or discipline District employees. However, this shall not limit the District's ability to use evidence derived from video cameras in disciplinary matters involving theft, destruction, misuse, or misappropriation of District property or misconduct endangering the health and safety of students, District personnel, and members of the public. If recordings are being used in disciplinary proceedings, CSEA shall be notified in advance and shall have the right to review the recordings.
- 16.5.7 District security cameras shall record only video images. No audio recordings shall be made.
- 16.5.8 The security recorder will be stored in a secure location. The Administrator will be the only one to have access to the security recordings at all times. Administrators will follow the policy as outlined in this Article.

## **ARTICLE 17 - TERM AND RENEGOTIATION**

### **17.1 Effective Dates of Contract**

This contract shall remain in full force and effect from July 1, 2023 through June 30, 2026.

Not later than the first Board meeting in September 2025, the Association and the District shall submit to the Board of Education their mutual Bargaining Interests to modify this Agreement for a subsequent term.

### **17.2 Reopeners**

Should the District and SMEEA reach an agreement on salary and/or benefits, which is better than the tentatively agreed upon salary and/or benefits in Article 6 and/or Article 7, CSEA and the District will negotiate and discuss the proportionate share of that agreement.

This contract may be reopened by the mutual consent of both of the parties at any time prior to June 30, 2026. The District and the Association shall each have up to two openers, in addition to Salary and Benefits, for the 24-25 and 25-26 school years. This contract may also be reopened to negotiate the effects of any new law or court case that directly affects classified employees or if the state or local enact new funding methods or resources for education.

17.3 Negotiation sessions shall take place in mutually agreed upon locations at mutually agreed upon times on mutually agreed upon dates.

17.4 Should a decision be made to reconfigure the schools from the current TK-6/7-8 configuration, the District and Association will immediately meet to negotiate the ramification of this reconfiguration.

## **ARTICLE 18 SAVINGS PROVISIONS**

- 18.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect.
- 18.2 If an Article of this Agreement is held contrary to law, then within thirty (30) days the parties hereto agree to meet and negotiate on the severed section(s) for the purpose of arriving at a mutually satisfactory replacement for the Article ruled contrary to law.

## **ARTICLE 19 - DISTRICT RIGHTS**

- 19.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and level of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract our work; and take action on any matter in the event of an emergency. In addition, the Board retains the rights to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- The exercise of the forgotten powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. The District retains its right to temporarily amend, modify or rescind provisions and practices referred to herein in cases of emergency. Emergency as used in this section shall be defined as fire, flood, earthquake, or other emergency. The term, other emergency, provides for Board action to make any repairs, alterations, work, or improvements which permit the continuance of existing school classes, or to avoid danger to life or property. In any event, such changes shall be for only the length of the emergency.
- 19.2 The parties agree that the District may contract out work normally and customarily performed by Bargaining Unit Members to other employees or non-employees subject to the limitation in provision 19.3 below.

- 19.3 The parties agree that the District may contract out work normally and customarily performed by Bargaining Unit Members if such contracting does not cause the lay-off or involuntary reduction of hours or wages of any Bargaining Unit Member or which would result in the elimination of Bargaining Unit position(s). In the event that the need arises to exercise this right the District will meet and confer with CSEA.
- 19.4 The District agrees that if a vacancy occurs in the Bargaining Unit, this vacancy shall be filled with a Bargaining Unit Member in keeping with provisions in this Agreement relative to Article 15, "Promotion." The District may choose not to fill the position. The District further agrees that work normally and customarily performed by the vacant position shall not be contracted out.
- 19.5 The District shall determine whether the maintenance and custodial staff or outside contractors should be used to construct or remodel District facilities as per applicable state and federal laws.
- 19.6 Substitutes
- When the District has instituted a procedure to hire a regular employee to fill a vacancy in any bargaining unit position, the District may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one or more substitute employees. A substitute employee is any person employed to replace an employee temporarily absent from duty or to fill a vacancy in any bargaining unit position during the hiring process.

## **ARTICLE 20 - SUPPORT OF AGREEMENT**

20.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of issues through the process of interest-based problem solving and/or interest-based bargaining. Therefore, it is agreed that the Association and the District will support this Agreement for its term.



## **ARTICLE 21 - CONCERTED ACTIVITIES**

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agent, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The term "or other interference" will not be construed as limiting the Association's function in contract administration as permitted in this Agreement.
- 21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Bargaining Unit Members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by Bargaining Unit Members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those Bargaining Unit Members to cease such action.
- 21.3 It is agreed and understood that any Bargaining Unit Member violating this Article shall be subject to discipline up to and including termination by the District.
- 21.4 It is understood that in the event this Article is violated, the District shall be entitled to selectively withdraw any rights, privileges, or services provided for in this Agreement, from any Bargaining Unit Member, and further, the District shall be entitled to selectively withdraw any rights or privileges provided to the Association under Article 2, "Payroll Deduction" and Article 4, "Organizational Rights".

## **ARTICLE 22 - DISCIPLINE**

### **22.1 Definition of Discipline**

A permanent employee in the bargaining unit may be disciplined by the District for just cause as defined by Board Policy/Administrative Regulations 4218. Discipline shall be based on the concept of progressive discipline, where penalties increase upon repeat occurrence. Actions of a major nature or serious misconduct, such as those listed in AR4218, may bypass the progressive discipline procedures. A verbal, written warning, and a written reprimand will normally precede discipline. Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except for lack of work or lack of funds. Bargaining Unit Members have the right to have union representation present during any steps of discipline. Discipline does not include adverse or negative evaluations, warnings, letters of reprimand, directives and the implementation of other Articles in the Agreement such as the transfer of an employee pursuant to Article 11 or denial of any leave pursuant to Article 10. Bargaining Unit Members have protection under the California Labor Code from retaliation for whistleblowing activities.

### **22.2 Progressive Discipline**

Progressive discipline may include the following:

#### **Verbal Warning:**

A verbal warning from an employee's immediate supervisor at a meeting where a CSEA representative will be invited to attend, unless the employee does not wish to have said representation. The immediate supervisor may have a witness (such as support staff, or HR Administrator) present at the meeting and to document the warning. A written memorandum summarizing the meeting and the verbal warning will be shared with the unit member and the CSEA representative.

#### Written Warning:

A written warning will require a meeting, where the supervisor will invite a union representative unless the employee does not wish to have said representation. Written warnings shall be signed and dated by the unit member receiving them, preserved in a confidential file for no longer than two calendar years from the date of the incident, and attached to any subsequent discipline of the unit member for inclusion in the unit member's personnel file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written warning and have both the warning and the rebuttal placed in the confidential file, should the unit member elect. A Written Warning shall not be placed in the unit member's official personnel file.

#### Written Reprimand:

A written reprimand may be issued for a severe or repeated infraction or violation. In that event, the unit member may respond in writing and have that writing attached to the reprimand and placed in their personnel file.

#### Required Parts of each Meeting:

At any of the above meetings, the direct supervisor will go over the allegations of misconduct, providing known facts and details. The employee will be asked to provide their response to said allegations, including the facts and details which they may have that counter the allegation. Based on the information provided, the direct supervisor will provide, if appropriate, a verbal warning, a written warning, or a written letter of reprimand, depending on the severity of the behavior or the repetitive nature of said behavior. Said document will reflect the facts, the rules, the impact on the site and/or organization, the suggestions/guidance/mandate, and the ability to provide a rebuttal within ten days, which will then be attached to the written warning, or the written letter of reprimand. If the meeting reveals the allegations to be false or unfounded, due to provided information, the meeting will end without documentation.

### 22.3 Investigation Procedure

The Parties agree that when practical, the Association may participate in the investigatory process. All Classified unit members will be provided the opportunity to have a CSEA union representative at any meetings during an investigatory process.

### 22.4 Written Discipline

Prior to the taking of discipline, the Superintendent or his designee shall give written notice to the employee. Any written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) working days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence.

The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date received by certified mail. The contents of the written notice shall include at least the following:

22.4.1 A statement identifying the District.

22.4.2 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.

22.4.3 The specific disciplinary action proposed and effective date(s).

22.4.4 The cause(s) or reason(s) for the specific disciplinary action proposed.

22.4.5 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place, and in all cases, a copy of materials upon which the proposed disciplinary action is based.

22.4.6 A document (card), the signing and delivery of the Superintendent's office shall constitute a demand for a Skelly Meeting and a statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) working days following the date the written notice was served.

#### 22.4.6.1 Skelly Meeting

A statement that the employee, upon request, is entitled to appear personally before the Superintendent or his designee (Skelly Officer) regarding the matters raised in the written notice prior to the end of the ten (10) working days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

#### 22.4.7 Post Skelly Appeal - after Superintendent/Designee (Skelly Officer) Decision.

The employee shall be served in writing the decision of the Skelly Officer regarding the recommendation of proposed disciplinary action and a statement that the employee, upon written demand, is entitled to a full evidentiary hearing before the Board of Education before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the five (5) working days following the date the written notice of the Skelly Officer's decision was served if a hearing is not requested.

### 22.5 Demand for Hearing

22.5.1 If no Skelly hearing is demanded, the employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand (card) for such a hearing is delivered to the Superintendent within ten (10) working days of the written notice of proposed disciplinary action was received by certified mail.

22.5.2 In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired.

22.5.3 By demanding a hearing, the employee waives all rights under the grievance procedure in this Agreement.

### 22.6 Evidentiary Hearing

22.6.1 The full evidentiary hearing shall be conducted before the Board of Education.

22.6.2 Such hearings shall take place within a reasonable period of time but not before five (5) working days after the file of a request for a hearing.

22.6.3 The hearings before the Board of Education may be presided over by a hearing officer selected by the Superintendent or his designee. The expense of the hearing officer shall be borne by the District. The employee shall have a right to appear in person on his own behalf, with counsel or such representation as he requests to represent his defense.

## 22.7 Hearing Procedures

22.7.1 If a hearing officer presides over the hearing, they shall conduct the hearing, and shall rule on questions, evidence and procedure.

22.7.2 Either party may call witnesses, introduce evidence, testify, and question witnesses.

22.7.3 The District has the burden of proof and shall first present evidence and testimony.

22.7.4 Normal procedures shall be followed, i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination, and rebuttal evidence from each party.

22.7.5 Hearings will be recorded at the request of either party, with such expense being borne by the requesting party.

## 22.8 Decision of Board of Education

22.8.1 Upon the close of the hearing, the Board of Education shall have the opportunity to deliberate and render its decision. The decision of the Board of Education shall be final.

## **ARTICLE 23 - CLASSIFIED LABOR MANAGEMENT COUNCIL**

### **23.1 Classified Labor Management Compact**

The Classified Labor Management Council (CLMC) will be an integral component of the interest-based problem-solving model as a forum for the sharing of information and discussion of important issues in the Santa Maria-Bonita School District. The CLMC shall work to surface and head off potential problems and seek to resolve employee/administration conflicts/disputes on appropriate non-bargainable issues. The CLMC will use the interest-based problem solving process to build and model a climate of ongoing problem solving that enhances outcomes for both parties.

23.1.1 Up to five (5) CLMC members shall be appointed by each of the respective organizations. CSEA members will include: President, Chief Union Steward, and up to 3 appointees. The District shall include the Superintendent, ASHR, and up to 3 designees. Each CLMC member shall be personally committed to this Compact's standards and to building trust through principled communications with each other. All members shall be empowered by their constituents to make decisions. The CLMC shall use consensus decision making.

23.1.2 Guests may be invited by either team as needed to support an identified agenda item. Prior notice will be given through the agenda process.

23.2 The Classified Labor Management Council shall be used to:

1. Resolve employee/administration conflicts/disputes;
2. Share information;
3. Discuss and/or attempt to resolve grievances or issues that could result in grievances;
4. Address complaints and issues;
5. Assist sites with problem solving.

23.3 The Classified Labor Management Council shall not be used to:

1. Replace collective bargaining agreements, board policies, administrative regulations;
2. Usurp Association or administrative prerogatives;
3. Address emergency/crisis situations or for situations requiring quick or urgent decisions/actions;
4. Make all decisions or resolve all issues/grievances;
5. Negotiate.

- 23.4 The CLMC shall meet monthly, with an agenda created in advance. The deadline for adding agenda items will be 3 business days prior to the meeting. A non-member recorder will be responsible for transcribing the group memory.
- 23.5 These minutes will be created and shall become the group memory of the meetings. These meetings will be provided at the next meeting to be reviewed and agreed upon through consensus.
- 23.6 The Human Resource Division shall provide logistical support for the CLMC, including annual meeting schedule and monthly reminders of upcoming meetings. The District CSEA will take turns facilitating or acquiring a neutral facilitator when mutually agreed upon.
- 23.7 The CLMC will establish joint communiques as the primary process by which CLMC meeting information shall be shared with constituents as needed and acknowledge that each party often and legitimately communicates with its constituency in other ways.
- 23.8 The CLMC shall meet on the fourth Wednesday of each month from 1:30- 3:00 p.m. unless otherwise mutually agreed.
- 23.9 The CLMC acknowledges the value of each party's interest and their right to own and express them.
- 23.10 Maintaining Interest-based Problem Solving through Ongoing Training
- 23.10.1 Ongoing interest-based problem-solving training will be provided for all members.
- 23.10.2 All CLMC members shall commit to participate in interest-based problem-solving training as a condition of membership in the CLMC.



**ARTICLE 24 - DURATION**

**Santa Maria-Bonita School District and California School Employee  
Association Chapter 129 (CSEA)  
Tentative Agreement Regarding Article 24 Duration**

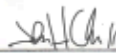


On June 7, 2023, the District and CSEA Negotiations Team met to jointly discuss Article 24, the parties agreed to the following:

**ARTICLE 24 - DURATION**


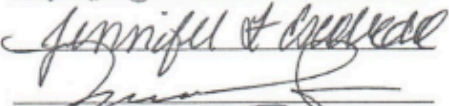
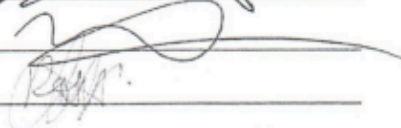
**24.1 Length of Agreement**

This Agreement shall become effective on July 1, 2023, and shall continue in effect to and including June 30, 2026, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article.


FOR THE DISTRICT

  
\_\_\_\_\_  
RICARDO VALENCIA  
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Luz Maria Cabral  
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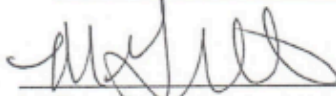
FOR THE ASSOCIATION


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

  
\_\_\_\_\_  
Pete Bland  
Assistant Superintendent, HR

Date: 6/7/23

  
\_\_\_\_\_  
Melissa Gutierrez  
CSEA Union President

  
\_\_\_\_\_  
Aleks Hewitt  
Labor Relations

## APPENDIX A-BARGAINING UNIT CLASSIFICATIONS

The bargaining unit for which this Agreement is effective consists of the following classifications:

CLASSIFICATION	RANGE	DAYS
<b>CLERICAL/FISCAL SERIES</b>		
Account Clerk III	28	246
Account Clerk II	25	246
Account Clerk I	22	190
Account Tech/Budget Control	31	246
Attendance Clerk	21	190
Buyer	31	246
Clerk Typist IV	27	246
Clerk Typist III-Project Clerk	25	180
Clerk Typist III	25	180/200/246
Clerk Typist II	21	180/200/246
Clerk Typist I	18	200
Community Liaison	19	18/200/246
District Community Liaison	23	246
District Receptionist - Bilingual	23	246
District Translator	26	246
Employee Benefits Clerk	31	246
Health Assistant I	21	180
Library Media Clerk III	27	246
Library Media Clerk II	24	246
Licensed Vocational Nurse (LVN)	26	180
Migrant Data & Recruitment Specialist	25	246
Migrant Education Graphic Resource Technician	25	246

Migrant Education Recruiter	25	246
Migrant Health Clerk	27	246
Migrant/Homeless Family Advocate	28	246
Personnel Clerk II	31	246
Personnel Clerk I	26	246
Purchasing Clerk	27	246
School Office Manager	29	200
Secretary II	29	246
Secretary I	26	246
Student Information Data & Reporting Specialist	33	200/220/235
Trilingual District Translator	27	246
<b>FOOD SERIES</b>		
Cafeteria Manager III	28	180
Cafeteria Manager II	26	180
Cafeteria Manager I	23	180
Food Service Worker II	19	180
Food Service Worker I	16	180
Food Service Worker Delivery Driver	17	180
Meal Checker	16*	180
<b>INFORMATION TECHNOLOGY SERIES</b>		
Microcomputer/Network Support Technician	33	246
Microcomputer/Network Technician	47	246
Office Automation Specialist	33	246
System Admin I	39	246
Technology and Information Systems Specialist	47	246

<b>INSTRUCTIONAL SERIES</b>		
Braillist	25	180
Computer Laboratory Technician	21	180
Instructional Assistant IV -Behavior Analysis Assistant	22	180
Instructional Assistant III -Behavioral Support Assistant	21	180
Instructional Assistant III -Braille Transcriber	21	180
Instructional Assistant III -Severely Handicapped	21	180
Instructional Assistant II -Special Education	19	180
Instructional Assistant II -Reading Skill Development	19	180
Instructional Assistant II -Bilingual/Bicultural	19	180
Instructional Assistant II -Migrant/Bilingual	19	180
Instructional Assistant I	17	180
Language Assessment Assistant -Bilingual/Bicultural	19	180
Library Media Clerk I	21	180
<b>MAINTENANCE/OPERATIONS/TRANSPORTATION</b>		
Audio Visual/Electronics Technician	33	246
Cabinet Maker/Carpenter	33	246
Lead Custodian	27□	246
Custodian III	27	246
Custodian II	25	246
Custodian II (Relief Crew)	25•	246
Custodian I	22•	246
Custodian I (Carpet Crew)	22	246
Electrician	33	246
HVAC Technician	33	246
Locksmith	33	246

Lead Maintenance (Employee's regular range/step)		246
Grounds Maintenance Worker II	27	246
Grounds Maintenance Worker I	25	246
Maintenance Worker II	32	246
Maintenance Worker II - Sprinkler/Irrigation	32	246
Maintenance Worker I	30	246
Mechanic/Tool Crib Attendant	33	246
Mechanic	33	246
Painter	330	246
Plumber/Sprinkler Repair	33	246
Utility Worker II	29	246
<b>PRINT PRODUCTION/WAREHOUSE</b>		
Library Stock Clerk	23	200/246
Print Production Clerk II	27	246
Warehouse/Delivery Worker II Lead	25□	246
Warehouse/Delivery Worker II	25	246
Warehouse/Delivery Worker I	22	200/246
<b>SPECIAL SERVICES</b>		
Student Supervision Aide	15	180

- 0 + 5% Fluctuating Schedule (per days assigned)
- + 5% Night Differential
- +10% Lead Worker
- \* +10% Split-Shift Differential

**APPENDIX B-SALARIES**  
**2023-2024**  
*Santa Maria-Bonita School District*  
**CLASSIFIED HOURLY SALARY SCHEDULE**

SCHEM #2001

RANGE	STEP					
	A	B	C	D	E	F
15	\$18.54	\$19.52	\$20.46	\$21.53	\$22.68	\$23.80
16	\$19.03	\$19.99	\$21.00	\$22.07	\$23.24	\$24.51
17	\$19.52	\$20.46	\$21.53	\$22.68	\$23.80	\$25.07
18	\$19.99	\$21.00	\$22.07	\$23.24	\$24.51	\$25.68
19	\$20.46	\$21.53	\$22.68	\$23.80	\$25.07	\$26.33
20	\$21.00	\$22.07	\$23.24	\$24.51	\$25.68	\$26.94
21	\$21.53	\$22.68	\$23.80	\$25.07	\$26.33	\$27.61
22	\$22.07	\$23.24	\$24.51	\$25.68	\$26.94	\$28.30
23	\$22.68	\$23.80	\$25.07	\$26.33	\$27.61	\$29.02
24	\$23.24	\$24.51	\$25.68	\$26.94	\$28.30	\$29.75
25	\$23.80	\$25.07	\$26.33	\$27.61	\$29.02	\$30.49
26	\$24.51	\$25.68	\$26.94	\$28.30	\$29.75	\$31.25
27	\$25.07	\$26.33	\$27.61	\$29.02	\$30.49	\$32.03
28	\$25.68	\$26.94	\$28.30	\$29.75	\$31.25	\$32.82
29	\$26.33	\$27.61	\$29.02	\$30.49	\$32.03	\$33.69
30	\$26.94	\$28.30	\$29.75	\$31.25	\$32.82	\$34.54
31	\$27.61	\$29.02	\$30.49	\$32.03	\$33.69	\$35.42
32	\$28.30	\$29.75	\$31.25	\$32.82	\$34.54	\$36.33
33	\$29.02	\$30.49	\$32.03	\$33.69	\$35.42	\$37.23
34	\$29.75	\$31.25	\$32.82	\$34.54	\$36.33	\$38.16
35	\$30.49	\$32.03	\$33.69	\$35.42	\$37.23	\$39.07
36	\$31.25	\$32.82	\$34.54	\$36.33	\$38.16	\$40.11
37	\$32.03	\$33.69	\$35.42	\$37.23	\$39.07	\$41.05
38	\$32.82	\$34.54	\$36.33	\$38.16	\$40.11	\$42.11
39	\$33.69	\$35.42	\$37.23	\$39.07	\$41.05	\$43.14
40	\$34.54	\$36.33	\$38.16	\$40.11	\$42.11	\$44.21
41	\$35.42	\$37.23	\$39.07	\$41.05	\$43.14	\$45.29
42	\$36.33	\$38.16	\$40.11	\$42.11	\$44.21	\$46.43
43	\$37.23	\$39.07	\$41.05	\$43.14	\$45.29	\$47.57
44	\$38.16	\$40.11	\$42.11	\$44.21	\$46.43	\$48.73
45	\$39.07	\$41.05	\$43.14	\$45.29	\$47.57	\$49.97
46	\$40.11	\$42.11	\$44.21	\$46.43	\$48.73	\$51.15
47	\$41.05	\$43.14	\$45.29	\$47.57	\$49.97	\$52.46
48	\$42.11	\$44.21	\$46.43	\$48.73	\$51.15	\$53.73
49	\$43.14	\$45.29	\$47.57	\$49.97	\$52.46	\$55.07
50	\$44.21	\$46.43	\$48.73	\$51.15	\$53.73	\$56.41

Effective: 07/01/2023

Board Approved: 11/08/2023

\*This salary schedule is an amendment of the originally negotiated agreement on June 7, 2023, per Article 17.2.

**APPENDIX B-SALARIES**  
**2023-2024**  
**Santa Maria-Bonita School District**  
**CLASSIFIED MONTHLY SALARY SCHEDULE**

SCHED #2002

RANGE	STEP					
	A	B	C	D	E	F
15	3,226.74	3,395.93	3,560.71	3,745.43	3,946.81	4,141.75
16	3,310.55	3,478.21	3,654.29	3,839.92	4,044.41	4,264.36
17	3,396.38	3,560.71	3,745.43	3,946.81	4,141.75	4,361.96
18	3,478.21	3,654.29	3,839.92	4,044.41	4,264.36	4,468.86
19	3,560.05	3,745.43	3,946.81	4,141.75	4,361.96	4,581.95
20	3,654.29	3,839.92	4,044.41	4,264.36	4,468.86	4,688.41
21	3,745.43	3,946.81	4,141.75	4,361.96	4,581.95	4,804.60
22	3,839.92	4,044.41	4,264.36	4,468.86	4,688.41	4,923.92
23	3,946.81	4,141.75	4,361.96	4,581.95	4,804.60	5,049.89
24	4,044.41	4,264.36	4,468.86	4,688.41	4,923.92	5,176.51
25	4,141.75	4,361.96	4,581.95	4,804.60	5,049.89	5,304.69
26	4,264.36	4,468.86	4,688.41	4,923.92	5,176.51	5,437.08
27	4,361.96	4,581.95	4,804.60	5,049.89	5,304.69	5,572.59
28	4,468.86	4,688.41	4,923.92	5,176.51	5,437.08	5,710.97
29	4,581.95	4,804.60	5,049.89	5,304.69	5,572.59	5,862.00
30	4,688.41	4,923.92	5,176.51	5,437.08	5,710.97	6,009.91
31	4,804.60	5,049.89	5,304.69	5,572.59	5,862.00	6,162.94
32	4,923.92	5,176.51	5,437.08	5,710.97	6,009.91	6,321.07
33	5,049.89	5,304.69	5,572.59	5,862.00	6,162.94	6,478.28
34	5,176.51	5,437.08	5,710.97	6,009.91	6,321.07	6,640.63
35	5,304.69	5,572.59	5,862.00	6,162.94	6,478.28	6,798.75
36	5,437.08	5,710.97	6,009.91	6,321.07	6,640.63	6,978.38
37	5,572.59	5,862.00	6,162.94	6,478.28	6,798.75	7,142.04
38	5,710.97	6,009.91	6,321.07	6,640.63	6,978.38	7,327.44
39	5,862.00	6,162.94	6,478.28	6,798.75	7,142.04	7,506.85
40	6,009.91	6,321.07	6,640.63	6,978.38	7,327.44	7,692.48
41	6,162.94	6,478.28	6,798.75	7,142.04	7,506.85	7,881.20
42	6,321.07	6,640.63	6,978.38	7,327.44	7,692.48	8,079.24
43	6,478.28	6,798.75	7,142.04	7,506.85	7,881.20	8,276.38
44	6,640.63	6,978.38	7,327.44	7,692.48	8,079.24	8,478.65
45	6,798.75	7,142.04	7,506.85	7,881.20	8,276.38	8,695.54
46	6,978.38	7,327.44	7,692.48	8,079.24	8,478.65	8,899.33
47	7,142.04	7,506.85	7,881.20	8,276.38	8,695.54	9,128.41
48	7,327.44	7,692.48	8,079.24	8,478.65	8,899.33	9,349.73
49	7,506.85	7,881.20	8,276.38	8,695.54	9,128.41	9,582.62
50	7,692.48	8,079.24	8,478.65	8,899.33	9,349.73	9,815.24

Effective: 07/01/2023

Board Approved: 11/08/2023

\*This salary schedule is an amendment of the originally negotiated agreement on June 7, 2023, per Article 17.2.

**APPENDIX C - CLASSIFIED FRINGE BENEFITS  
SANTA MARIA-BONITA SCHOOL DISTRICT**

**2023-2026**

**HEALTH INSURANCE**

Provided for employee and spouse as eligible (primary/secondary) and dependent children. Employee cost of \$247.74 10 months per year. However, if your spouse has coverage available through their employer, they must enroll in their employer's plan. This district's plan will provide secondary coverage.

**SISC III/Blue Cross 80/60 Prudent Buyer Plan**

\$3000 maximum deductible per family with individual maximum deductible of \$1000 per person for calendar year. \$20 co-pay for office visits \$20 co-pay for specialists and \$200 co-pay for emergency room visits. Prudent Buyer Member paid at 80% of contract, non member paid at 60%. Prescriptions \$9 generic \$35 brand-name. Generics are free through Costco mail order and pharmacy. [www.anthem.com/ca/](http://www.anthem.com/ca/)

**CRITICAL ILLNESS  
INSURANCE PLAN**

Coverage is provided to the employee and their dependent children. Dependent children are covered up to 50 percent of the face amount. [www.aflacgroupinsurance.com/customer-service/](http://www.aflacgroupinsurance.com/customer-service/)  
[Customer Service | Aflac Group](#)

**DENTAL**

**Guardian**

District-paid for employee only. \$2,000 maximum benefits per calendar year. Option to add dependents at employee expense is available for \$50.53 per month for one dependent; \$87.94 per month for two or more dependents. There is also Ortho coverage \$2,000 lifetime max per family member **in network coverage only**. [www.guardiananytime.com](http://www.guardiananytime.com)

**VISION**

**Vision Service Plan**

District-paid for employee only. Coverage includes an examination and lenses once every 12 months and frames once every 24 months. Dependents can be added to the plan for a cost 2 party \$9.88 and family \$21.92. [www.vsp.com](http://www.vsp.com)

**LIFE INSURANCE**

**Standard Life**

Decreasing term life insurance policy provided for employee at District expenses as well as accidental death and dismemberment benefits. Spouse and dependent children are also covered in the amount of \$1,500. If you are interested in purchasing additional life insurance, please request information from the benefits clerk.



**DISABILITY**

**Guardian LTD**

District-paid income protection for employee. (Long-Term Disability Policy) 50% of annual salary.

**OPEN ENROLLMENT** is held each year in **August**. All employees may add/drop dependents of their Health and Dental coverage or add additional AD&D coverage during the open enrollment period, with all changes taking effect on October 1.

All employees having family events (i.e., marriage, new babies, or divorce) must notify the Employee Benefits Clerk to make the required changes to their health insurance within 30 days, or the carriers may refuse coverage.

This is only a brief summary of the district-sponsored fringe benefits. For more detailed information, please refer to your benefits certificate or call the Employee Benefits Clerk at 805-361-8124.

## APPENDIX D - BUMPING PROCEDURES

### BUMPING PROCEDURES

1. The California School Employees Association, Chapter 129 ("CSEA") and the Santa Maria-Bonita School District ("the District") (collectively, the "Parties") have met and have jointly developed the bumping procedures in this MOU in order to deal with the process of the layoff of classified employees needed because of State budget reductions. A reduction in hours is also considered a layoff.

2. Order of Layoff:

Whenever a unit member is laid off, the order of layoff within the class shall be determined by seniority in the class and higher classes; the bargaining unit member who has been employed the shortest time in the class plus higher classes shall be laid off first.

Seniority shall be based on the date of hire in the classification and shall include time in any higher classification. Reference: Ed. Code 45308

Seniority is the hire date of that Bargaining Unit Member as a regular employee in that classification. In the event of a tie, length of service with District will be considered first; if there is still a tie, lots will be drawn.

3. A bargaining unit member laid off from their present class may bump into a position in the same class if they hold more seniority than another unit member in the same class. The unit member's placement shall be determined by bumping:
  - a) The least senior bargaining unit member with the same number of hours per day.
  - b) The least senior bargaining unit member with the next existing- greater number of hours per day.
  - c) The least senior unit member with the next existing fewer number of hours per day.
  - d) The least senior unit member with the same number of days per year.
  - e) The least senior unit member with the next existing greater number of days per year.
  - f) The least senior unit member with the next existing fewer number of days per year.

The unit member shall be placed in the first position for which they qualify in the a,b,c,d,e,f sequence above.

4. If no available positions within the same classification: If no such positions exist, the unit member may, in lieu of layoff, bump into the next lower class in which the unit member has previously served and in which the laid off unit member has great seniority.
5. Right of refusal

A laid off unit member shall have one (1) right of refusal for an open position that is offered to him/her while on the re-hire list.

## APPENDIX E

Memorandum of Understanding  
California School Employees Association and its Santa Maria Chapter 129 (CSEA)  
And  
Santa Maria-Bonita School District (District)

### AB119

Whereas, the passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees.

Whereas, AB 119 did not establish the structure, time, and manner of CSEA's access to employees during the onboarding process but instead requires the parties to negotiate over such access by the exclusive representative.

- A) The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of date of hire, via an electronic mail. The notice will include the following information : full legal name, date of hire, classification, and site.
- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- B) The District shall provide CSEA with contact information provided to the district by the newly hired employee. The information will be provided to CSEA via electronic mail on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
- a. First name
  - b. Middle initial
  - c. Last name
  - d. Suffix (e.g. Jr., III)
  - e. Job title
  - f. Department
  - g. Primary worksite name
  - h. Work telephone number
  - i. Work extension
  - j. Home street address (incl.apartment #)

- k. City
- l. State
- m. Zip code (5 or 9 digits)
- n. Home telephone number (10 digits)
- o. Personal cellular telephone number (10 digits)
- p. Personal email address of the employee
- q. Employee ID/Escape #
- r. Hire date

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

C) Periodic Update of Contact Information: As provided by the employee the District shall provide CSEA with a 1st of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA via electronic mail. This contact information shall also include the following information, with each field listed in its own column:

- a. First name
- b. Middle initial
- c. Last name
- d. Suffix (e.g. Jr., III)
- e. Job title
- f. Department
- g. Primary worksite name
- h. Work telephone number
- i. Work extension
- j. Home street address (incl. apartment #)
- k. City
- l. State
- m. Zip code (5 or 9 digits)
- n. Home telephone number (10 digits)
- o. Personal cellular telephone number (10 digits)
- p. Personal email address of the employee
- q. Employee ID/Escape #
- r. Hire date

D) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. This shall include both one-on-one meetings with human resources representatives or any larger group orientations initiated by the District.

- E) The District shall provide CSEA mandatory access to its new employee orientations. CSEA will receive annually, by July 1st, a list of monthly orientation meeting dates for the fiscal year.
  - a. This meeting shall take place for a 30 minute period. The District will present information during the first 15 minutes and allow CSEA the remainder of the time to present information without the District present.
  - b. Newly hired employees will be compensated up to 30 minutes if the orientation meeting is held outside of their work day. Attending an orientation meeting is mandatory within the first two (2) months of employment. The CSEA president or designee will be allowed release time up to one (1) hour, travel time included, per Article 4.1.5.
  
- F) The District shall include a Chapter Welcome Letter in any employee orientation packet of District materials provided to any newly hired employee. During CSEA's orientation session) no District manager or supervisor or non-unit employee shall be present.
  
- G) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed through June 20, 2018 and shall be automatically renewed year to year unless either party serves written notice upon the other prior to May 30, or any other subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 20, 2018, the provisions of this Agreement shall remain in effect until the negotiations of a new Agreement is completed.
  - a. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this Agreement from the date this Agreement is signed, through June 30, 2018.
  
- H) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.
  
- I) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 13 in the Collective Bargaining Agreement, except as follows:
  - a. "Grievant" shall only include CSEA and its Santa Maria Chapter 129.
  - b. "Grievance" shall not require the individual or group of employees to be adversely affected.
  - c. If after an informal conversation with the ASHR then, any Grievance concerning this Agreement shall begin at Step II.