

# Salinas City Elementary School District

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Salinas, California 93901

# MASTER AGREEMENT

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



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**CHAPTER #149**  
**TABLE OF CONTENTS**

<u><b>NAME</b></u>	<u><b>ARTICLE</b></u>	<u><b>PAGE</b></u>
Abolition of Position	XIX	56
Agreement		1
Completion of Meet and Negotiate	XXIV	68
Definitions	XXVII	73
Disciplinary Action	XVII	51
District Rights	IV	4
Duration	XXV	69
Employee Travel	X	27
Evaluation Procedure	XV	48
Grievance Procedure	XXI	62
Health and Welfare Benefits	IX	23
Holidays	XI	29
Hours of Employment	VII	8
Layoff or Reduction of Hours & Reemployment	XXI	57
Leaves	XIII	33
Maintenance of Operations	XXIII	67
No Discrimination	VI	7
Organizational Privileges & Responsibilities	II	2
Organizational Security & Dues Deduction	V	5
Pay and Allowances	VIII	18
Professional Growth	XXVI	70
Reclassification of Positions	XVIII	55
Recognition	I	1
Release Time	III	3
Safety	XVI	50
Savings Provisions	XXII	66
Transfer and Promotion Procedure	XIV	44
Vacations	XII	30
Signature Page		77
Appendix A	Classifications Represented by CSEA .....	78
Appendix B	Dues/Service Fee Schedule .....	79
Appendix C-1	2021-2022 Classified Salary Schedule .....	80
Appendix C-2	2022-2023 Classified Salary Schedule .....	82
Appendix D	Evaluation Form.....	84
Appendix D-2	Performance Improvement Plan.....	86
Appendix E	Grievance Process and Forms .....	87
Memorandum of Understanding: Administration of Emergency Medications .....		93
Memorandum of Understanding: Job Description Study.....		95
Memorandum of Understanding: New Employee Orientation.....		97

Memorandum of Understanding: Minimum Wage.....101  
Memorandum of Understanding: Library Technician.....102  
Memorandum of Understanding: Food Service Increase in Hours .....104

**AGREEMENT**

This agreement (hereinafter referred to as "Agreement") by and between the Salinas City Elementary School District (hereinafter referred to as "District") and the California School Employees Association and its Salinas Area Chapter #149 (hereinafter referred to as "CSEA") has been entered into this 1st day of July, 2021.



**ARTICLE I  
RECOGNITION**

The District hereby recognizes CSEA as the exclusive representative for all classified employees holding those positions listed in Appendix A, attached hereto and incorporated by reference as part of this Agreement. All newly created positions, except those lawfully designated as certificated, management, supervisory or confidential shall be assigned to the negotiating unit. Disputed cases shall be submitted to the PERB for resolution and shall not be processed as grievances.

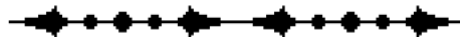




**ARTICLE II**  
**ORGANIZATIONAL PRIVILEGES AND RESPONSIBILITIES**

CSEA shall have the following privileges in addition to the privileges covered by other portions of this Agreement:

- A. CSEA Building Reps shall be excused from their regular duties without loss of pay for time spent while attending the monthly building rep meeting with the Superintendent/Designee when it is conducted during their normal working hours.
- B. A Chapter officer shall be allowed a reasonable period of release time without loss of pay for the processing of a grievance. Such time allowance shall be deemed necessary in order to provide for a timely settlement of a formal grievance complaint.
- C. The CSEA Representative may visit the District during operating hours for purposes consistent with this Agreement and afforded access to areas in which employees work, providing permission is obtained from the Superintendent/Designee.
- D. The privilege of holding meetings on District property, provided permission is obtained after completion of the Use of Facilities Form (CSD 165) and the meetings do not interfere with the operational services of the District.
- E. The privilege of using District equipment, with District approval, provided there is no conflict with the District usage, that they are operated by the people who normally operate them, and further provided that the CSEA agrees to reimburse the District for any cost incurred.
- F. The privilege of using, without charge, bulletin board space at all school locations, use of the school mail system, distribution boxes, and other means of communication for posting or transmission of material dealing with proper or legitimate business material of CSEA. Such materials will not be slanderous or libelous in relation to the Board, District personnel, or District programs. They shall not incite employees to violate rules and regulations of the Board or the State laws that govern the operation of the District. A copy of all such materials will be provided to the Superintendent/Designee.





**ARTICLE III  
RELEASE TIME**

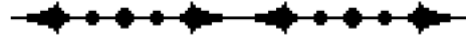
- A. The District shall grant reasonable periods of release time to a reasonable number of unit members for the purpose of planning and participating in negotiations. No more than one (1) employee from each department shall be released at one time.
- B. Members of the CSEA Negotiating Team shall, upon arrangement, be excused from their regular duties without loss of pay for time spent in negotiations or other scheduled occasions with the District or its representatives, if conducted during working hours.
- C. Bargaining unit members, whose assigned work hours occur after the end of the normal school day, shall be granted release time for the purpose of voting in the ratification of the unit's contract. This release time shall include the time necessary to travel to and from work site to meeting site, to listen to the explanation of the new contract language, and to vote. These members shall then return to work and shall not be required to make up time missed.
- D. One (1) classified employee shall be granted release time to attend all Joint Powers Agreement (JPA) Board of Directors meetings. The District shall be responsible to keep CSEA apprised of all meeting dates, time, place, and copies of minutes from such meetings.
- E. The District agrees to permit release time for four (4) employees to represent CSEA Chapter #149 at the CSEA Annual Summer Conference not to exceed five (5) working days per employee per year. Each of the four (4) employees shall be from different schools/departments; however, exceptions may be made by the Superintendent or his/her designee. This shall pertain to employees working at the time of the conference.
- F. The District agrees to provide bargaining unit members, whose assigned work hours occur after 6:00 p.m., up to a maximum of two hours release time beginning at 6:00 p.m. to attend up to four (4) CSEA Chapter events per year as follows:

- Nomination of Officers
- Election of Officers
- Nomination of Conference Delegates
- Election of Conference Delegates

The release time shall include the time necessary to travel to and from work site to meeting site. The release hours will be granted only if the absence of the employee does not jeopardize the safety and security of students, staff and site.

- G. Salinas City Elementary School District shall provide reasonable release time for Classified employees upon CSEA's request, for released time not provided for in this article as long as CSEA provides reasonable notice and pays all the costs associated with granting the release time.





**ARTICLE IV  
DISTRICT RIGHTS**

- A. All District rights and functions, including its power and authority to direct, manage and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.
- B. The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- C. The determination of whether an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of the grievance procedure in this Agreement.
- D. In the event of a bona fide emergency, the District shall have the right to take immediate action as may be necessary to protect the health, welfare, and/or safety of its pupils and/or employees.
- E. In the event the District declares an emergency, the District shall consult with CSEA during the period of the emergency.



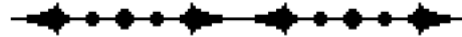


**ARTICLE V**  
**ORGANIZATIONAL SECURITY AND DUES DEDUCTION**

- A. General Provisions: The Association shall have the sole and exclusive right to have membership dues, service fees, or "religion exception" fees deducted from payroll warrants of employees by the District. The District, then drawing an order for salary or wage payment for employees shall deduct above dues or fees in accordance with the current CSEA dues and service fee schedule and in compliance with this Article. The District shall pay the Association, within fifteen (15) days of the deduction, all sums so deducted.
- B. Agency Shop: As of the date of this Agreement, the District shall, when drawing an order for salary or wage payment for any employee, reduce the order for payment of dues, service fees, or "religious exemption" fee to the Association in the same amount and in accordance with the CSEA schedule for dues and service fees.
1. Each employee shall be informed that payment of the above dues or fees is a condition of continued employment and shall be given the option of joining the Association, paying the service fee for services rendered by the Association, or filing a Request for Religious Exception and Payment of Charity Fee in accordance with B.2, B.2.a, and B.2.b. below.
    - a. A form shall be provided by the Association for the employee to indicate his/her choice of the options as indicated above. Should the employee fail to complete a form within thirty (30) days, the amount deducted from his/her salary or wage payment shall be considered to be a service fee. The employee may change his/her choice at any time by filing the appropriate form with the District Personnel Office, indicating the new choice. The District Personnel Office shall notify the Association of any requested change within ten (10) days of the request.
    - b. The employee shall be informed that he/she may pay his/her dues or service fees directly to the Association in lieu of payroll deduction. However, payment in such manner shall not abrogate the employee of the requirement of payment of dues, service fees, or religious exemption fees. If the employee fails to remit dues or fees as set forth in this section, he/she forfeits the right to pay directly to the Association, and the District shall, upon request of the Association, deduct dues or fees as set forth herein.
  2. If an employee belongs to a recognized religious sect which does not permit its members to pay a representational fee to, or belong to, any employee organization, an amount equal to the representational fee (service fee or dues) which would have been paid will be deducted from the employee's salary or wages in accordance with b. above. Such fee shall be known as "religious exemption" fee and shall be contributed to a charity of the employee's choice, including, but not limited to, American Cancer Society, Muscular Dystrophy Fund, Cerebral Palsy Fund, Multiple Sclerosis Fund, the American Heart Association, and/or the American Red Cross. Should the unit member wish his/her fee

to be contributed to a charity other than the above, approval must first be given by the Association.

- a. Determination of an employee's eligibility for religious exception shall be made by the Association following receipt of the request for Religious Exception and payment of Charity Fee Form. The form shall include the employee's name and classification, date of hire, religious affiliation for which exemption is claimed, and a statement indicating to the employee that his/her signature indicates he/she is and has been a member of the religious organization named and that organization will not permit payment of dues or fees to an employee organization. The Association may require such other proof as it deems necessary to assure the validity of the claim and request. The request form shall be forwarded to the Association within five (5) days of its completion by the employee.
  - b. If the Association determines a unit member's claim and request for religious exception is not valid, the unit member and the District shall be so notified within five (5) days that the request is rejected and dues or service fees shall be deducted in accordance with this Article.
- C. Hold Harmless Clause: The Association shall indemnify, defend, and hold the District harmless from any and all claims, demands or suits, or any other action arising from the operation of this Article.





**ARTICLE VI**  
**NO DISCRIMINATION**

- A. No employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, color, ancestry, national origin, religion, marital status or financial status, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap and medical condition.
- B. The District shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their exercise of their rights guaranteed and protected by the collective bargaining law (Government Code, #3540 et seq.).







**ARTICLE VII  
HOURS OF EMPLOYMENT**

- A. Workweek: The regular workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis or the establishment of a workweek other than Monday through Friday when such is necessary to carry on the business of the District.
- B. 1. Workday: The length of the workday shall be designated by the District for each employee at the time of employment. An employee shall be assigned a fixed regular number of work hours per day.
- a. In-service: When the District schedules a regular in-service training for classified employees, CSEA shall be consulted.
  - b. Any teacher staff development day which falls within the academic year, may be used to provide staff development for less than 12-month employees. Attendance will not be mandatory during the period of time the employee is not required to work unless the training is required by law, safety related and/or the training is required in order for the employee to properly perform the duties of the employee's position. If the training/staff development is during a period of time the employee is not scheduled to work the employee shall be paid at the appropriate rate of pay-regular or overtime.
2. Adjustment of Assigned Time: Any employee who works an average of thirty (30) minutes or more per day in excess of his or her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her permanent regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This does not apply if that time is part of a vacant position which is to be advertised unless the position is vacant after 60 calendar days.
- a. When a position becomes vacant, the District shall notify CSEA, in writing, within ten (10) work days if the District intends to eliminate the position.
  - b. A substitute may be hired to fill the vacancy when the District opens the position for recruitment. The vacancy shall be posted/advertised within fifteen (15) calendar days of the time the District knows the position is vacant unless the District decides to eliminate the position. Note the article regarding Bus Driver assignments in Article VII, Section I.2. f.
1. When a qualified employee applies for any position in the district, the interview shall be conducted as soon as possible after the closure of the position. Notification of the interview results shall be made to all interviewees after the employment procedure is completed. If the position is reposted, CSEA shall be notified after the

employment procedure is completed with the reason for reposting. This timeline shall pertain to all classified positions posted.

3. Increase in Hours: When additional hours are assigned to a vacant position on a regular basis, the additional hours shall be posted districtwide in accordance with the Transfer Procedure Article. The position shall be offered to the most senior employee (in the

appropriate class) who has applied. If the most senior applicant declines, the position shall be offered in order of seniority to the remaining applicants until accepted.

4. Reduction in Assigned Time: Any reduction in assigned time shall be accomplished in accordance with applicable law. Reductions in assigned time are negotiable.
5. Contracting Out: The District will not contract out work customarily and routinely performed by employees which will result in the displacement or reduction of hours, wages, or re-assignment of bargaining unit employees. The District further agrees to assign work to bargaining unit members, unless contracting is specifically required by the Education Code or is necessitated by emergency, or if sufficient time is not available to current employees to accomplish specific tasks of a limited duration within the normal work/overtime basis.

- C. Work Year: Upon written request by CSEA the District shall meet and negotiate with CSEA as to the structure of each year's calendar prior to adoption by the Board of Education. This requirement shall be in addition to any other reopener provisions contained in this Agreement. Any change in any of the District's calendars after official adoption by the Board of Education shall not take place unless brought to the unit and an agreement to change is agreed to in writing with the specific changes itemized.

Professional Development: Three (3) mandatory professional development days shall be added to the 2018-2019 work calendar for all instructional support staff (e.g. Para-Professional, Instructional Aide-SPED, Pre-School Instructional Aide, Behavioral Intervention Specialist, Supervisor 1:1, Homework Assistant/Supervisor of Activities). The parties shall meet during the employer Employee Relations Committee (EERC) to determine content for programs.

D. Lunch Period:

1. All employees shall be entitled to an uninterrupted lunch period as determined by the Administrative Head and employee in each school or department. The lunch period shall not be less than thirty (30) nor more than sixty (60) minutes and shall be scheduled at or about the midpoint of each work shift. Employees working a continuous five (5) hours shall be entitled to a lunch break. The lunch period duration may be adjusted after agreement with the employee but shall not extend the working day or serve as a denial of overtime.
2. Employees working six (6) hours or more whose workday starts at 12:00 p.m. or after shall be allowed one-half (1/2) hour for meal break during their workday with no loss in pay. Employees eligible for the paid meal break shall remain at their work site during that time.

E. Rest Periods:

1. A rest period of 15 minutes in the first half of the workday and 15 minutes in the second half of the workday may be taken by employees who work six (6) consecutive hours or more per day for the purpose of regaining efficiency. The 15-minute periods shall include the time necessary to get to the rest area and the time to return.

2. A rest period of ten (10) minutes may be taken by employees who work three (3) consecutive hours or more, but less than six (6) hours per day for the purpose of regaining efficiency. If the rest is taken, the schedule shall be determined by the employee's supervisor. The ten (10) minute period shall include the time necessary to get to the rest area and the time to return.

F. Overtime:

1. Regular

- a. Authorized overtime work shall be compensated at the rate of time-and-a-half for all classified employees according to this article.
- b. Any work performed in excess of eight (8) hours per day or forty (40) hours per week is considered overtime. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week. If the District establishes a workday of less than eight (8) hours, but seven (7) hours or more and a workweek of less than forty (40) hours, but thirty-five (35) hours or more, for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime (E.C. 45128). All overtime must have the prior approval of the Administrative Head.
- c. Any employee averaging four (4) or more hours per day during his/her regular workweek shall be paid at the overtime rate (1.5 times the regular rate of pay) on the sixth (6th) or seventh (7th) day following the commencement of his/her workweek.
- d. Any employee averaging less than four (4) hours per day during his/her regular workweek shall be paid at the overtime rate (1.5 times the regular rate of pay) on the seventh (7th) day following the commencement of his/her workweek.

2. Critical Emergency

- a. Overtime in time of critical emergency shall be compensated for at the time-and-a-half (1-1/2) rate of pay for the duration of the emergency.

Call Back/Call in Time

3. a. Employees who are called back to work after completing their regular workday or who are called in to work on a day for which they are not regularly required to work shall receive a minimum of two (2) hours pay at the appropriate rate.

4. Equal Distribution

- i. Overtime shall be distributed as equally as possible among employees on a rotation basis within each site and within job classifications.

Any overtime declined at the site within job classification, shall then be offered within job classification in the district by seniority.

G. Compensatory Time Off:

1. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the employing district (E.C. 45129).
2. In lieu time off shall be granted at the option of the employee, by written request, provided the Administrative Head's approval is secured. If the employee is not permitted to take the time off, he/she shall be compensated at the overtime rate.
3. In lieu time off, if granted, shall be equal to one-and-one-half (1-1/2) times the overtime hours worked.
4. Nothing in this section shall be construed to imply that the employee, having been paid the overtime rate, may not request time off without pay.

H. Summer Assignments:

1. A regular employee who accepts an extended work year assignment in accordance with the provisions of this Agreement shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular work year, and in no event shall his/her compensation and/or benefits be less, on a pro rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the extended work year assignment.

Where employees serve in a classification different from their regular classification, their rate of pay shall be that of the assigned summer school classification and shall be at Step A unless they have prior service in the assigned classification in which case the step placement shall be consistent with such prior service and the current assignment.

2. District summer school positions will be open to employees who are currently in the position or who previously had permanent time in the position and will be filled based on seniority date of hire presuming the employees meets the current job qualifications. Qualifications for positions may include specific skills or training to meet the needs of the summer school students...with the agreement of CSEA. In no event shall non-regular employees displace regular employees for summer employment where qualified regular employees are available, and in no event shall student employees fill a position for which regular classified work is done unless all available employees have been asked to work and have refused the offer.

I. Assignments of Bus Routes:

1. For the purposes only of assignment of bus routes and Extra Driving Assignments, District Seniority shall be used.



2. Regular Daily Bus Routes:

- a. Daily routes shall be selected by bus drivers on the basis of District seniority. Pre-trip time on buses equipped with air brakes is 30 minutes. Pre-trip time on buses not equipped with air brakes is 15 minutes. Post-trip time is 15 minutes at the end of the route. At the end of each run the driver is required to perform a child check of the bus. A route is a combination of runs. A run is a segment of a route.
- b. Bus drivers shall continue to drive the assigned number of hours they had when the school year ended in June. New selection of routes shall take place in October.
- c. Any Bus Driver who has his/her route extended to accommodate the transporting of student(s) due to classroom size overage only shall be paid for the extra time on miscellaneous payroll. If this same situation exists for more than 20 working days, it shall become assigned time for the remainder of the school year. This becomes applicable after route selection in October. In the event that this happens, rebidding of routes must occur.

3. Extra Driving Assignments:

- a. Extra driving assignments take place in addition to regular assigned runs and may take place on a straight or overtime basis. Extra driving assignments may take place during the regular school day, before or after the regular day, or on Saturdays, Sundays, or holidays. Extra assignment rosters shall be maintained, and trips rotated separately as follows:
  - (1) For weekend (Saturday and Sunday) and holiday trips.
  - (2) For work-week trips. The trip to outdoor camp and the return trip to the District shall be counted as separate field trips and will be assigned pursuant to the procedures in this Article. Each day of the swimming program shall be counted as a separate extra driving assignment.
  - (3) Hours shall be rotated in each circumstance above as per Section c. & d. below.
    - i. There may be occasional need for districtwide transportation of students, which will not be considered extra driving assignments.
- b. Extra Assignment Rosters will be maintained at the Transportation Department. All drivers shall have the opportunity to be placed on the Extra Assignment Rosters in descending order based on District seniority.
- c. Extra driving assignments shall be offered first to regularly be assigned, permanent employed drivers by District seniority. In the event an extra assignment is canceled or postponed, the affected driver shall be assigned the next unassigned extra trip.

- d. Drivers may refuse extra assignments for valid reasons of personal necessity, except in the case of an emergency declared by the Superintendent or his/her designee. A driver who passes on an assignment shall lose his/her place on the rosters as if he/she had driven the trip.

- e. Extra driving assignments beyond a fifty (50) mile radius, and/or those that involve after dark driving may be limited to bus drivers with a minimum of one (1) year district driving experience.
- f. The Transportation Administrator shall retain the right to determine the capability of a driver in relationship to the assigning of extra driving assignments.
- g. Driving assignments required during the summer period between one academic year and the beginning of another shall be offered to regularly assign, permanently employed drivers who indicate a desire to work. Assignments will be on the basis of District seniority.

4. Standby Time-Trip Driving:

- a. Bus drivers on special trips, including but not limited to field trips and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.
- b. Any driver reporting for an assigned extra weekend trip which is canceled without notice shall receive two (2) hours of pay. Notice must be given no later than twelve (12) hours prior to departure.
- c. Weekend extra driving assignments shall have a minimum of two (2) hours. If the weekend assignment does not total two (2) hours, the employee shall fulfill the two (2) hours cleaning buses.

5. Vehicle Unavailability:

- a. Whenever, as a result of the unavailability of appropriate Salinas City Elementary School District vehicles due to a mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, he/she shall receive pay at the rate he/she would have received for working that day. Drivers shall remain at the Transportation Department for the duration of the pay period, for substitute work, or other assigned duties.

6. Inservice Training Program:

- a. The District shall provide a program of in-service training for employees in the Transportation Department designed so that employees meet the minimum number of hours required to maintain their state certification. An in-service training schedule shall be set at the beginning of the school year and posted in the Transportation Department. There shall be at least two, (one in the fall and one in the spring), in-service trainings from the renewal training manual. Employees will

be compensated for attending the District-provided program, which is posted in the department. Compensation will be up to the number of hours required to maintain their state certification. Employees who have required training hours for certification and take additional training will not be compensated unless prior approval has been given by the Transportation Supervisor.

7. Buses shall not be used for personal business except with prior approval of the Transportation Supervisor for the efficiency of the transportation department.

J. Drug and Alcohol Testing for Employees Driving Commercial Motor Vehicles

1. Prohibitions

- a. No driver shall use alcohol or a controlled substance while performing safety-sensitive functions
- b. No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, or a reasonable suspicion alcohol or controlled substances test.
- c. No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for controlled substances.

2. Testing

The District shall conduct testing pursuant to the United States Department of Transportation rules and regulations, to include, but not limited to:

- a. Random Testing
- b. Testing with Reasonable Suspicion of Use
- c. Post-accident Testing
- d. Testing for Return to Duty
- e. Follow-up Testing

This section shall apply to any bargaining unit member with a commercial drivers license who operates District commercial motor vehicles, or maintains and services District motor vehicles, and drivers, who perform a safety-sensitive function relative to District buses and other heavy equipment.

3. Random Testing

The District shall ensure that random alcohol and controlled substances tests are unannounced and that the dates for administering the tests are spread reasonably through the calendar year.

A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

4. Reasonable Suspicion Testing

The District shall require a driver to submit an alcohol test when the District has reasonable suspicion to believe that the driver is under the influence of alcohol and/or a controlled substance.

A written record shall be made of the observations leading to a controlled substances reasonable suspicion test by the supervisor who made the observations.

This written record shall serve as documentation to restrict an employee from driving a commercial vehicle. The affected employee shall remain in paid status pending test results.

5. Post-Accident Testing

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

- a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
- d. Who receives a citation under state or local law for a moving traffic violation arising from the accident.

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention.

6. Return-to-duty Testing

The District shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than a 0.02 and/or a controlled substances test with a result indicating a verified negative result for controlled substances use.

7. Follow-up Testing

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the District shall ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substances testing.

Follow-up alcohol and/or controlled substance testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

8. Disciplinary Action

If testing for alcohol is positive with a blood alcohol content between .02 and .039, the employee shall receive a written warning concerning his/her problem. In addition, the employee shall be informed of other actions which may occur, be placed on sick leave for



the remainder of the day and be paid accordingly. If the unacceptable behavior continues, the employee may be recommended to the Assistant Superintendent of

Human Resources, who, after consulting with CSEA, may require the employee to participate in an Employee Assistance Program. Retesting shall occur within 24 hours, if possible, prior to the employee's return to work.

The employee shall not be permitted to drive home or elsewhere in any vehicle if testing reveals a blood alcohol content level of .02 or above.

9. If testing for controlled substances, as required by law, is positive or reveals a blood alcohol content of .04 or above, the employee shall be disciplined and shall be required to report immediately to the Employee Assistance Program so that a drug or alcohol counselor can perform an evaluation.
  - a. If an employee who has tested positive for controlled substances or .04 and above for alcohol refuses to participate in or refuses to complete the Employee Assistance Program, the Salinas City Elementary School District may institute disciplinary action, which may include dismissal.
  - b. An employee who has had a positive controlled substance and/or alcohol test of .04 or above shall be required to submit to periodic testing while participating in, and a reasonable period of time up to twelve (12) months after, the completion of the Employee Assistance Program.
  - c. The Salinas City Elementary School District shall require an employee who has tested positive to a controlled substance or alcohol at .04 or above to attend therapy, counseling and/or group meetings in addition to the Employee Assistance Program for a period of up to twelve (12) months.
  - d. The employee shall successfully complete the Employee Assistance Program and provide written documentation from his/her counselor/medical advisor to the Director of Personnel. This written documentation shall be submitted prior to consideration for written approval for the employee to return to work.
10. The Salinas City Elementary School District shall pay for required testing including required random testing and for tests where negative results are obtained. Should retesting or follow-up testing produce positive results, the employee shall be responsible for reimbursement/payment.
11. Transportation Supervisor, Maintenance Supervisor, Bus Driver/Trainer, Superintendent, Assistant Superintendent, and Assistant Superintendent of Human Resources shall receive all training as prescribed by law. Should any of these persons leave his/her position, the replacement shall receive training immediately.

**K Instructional Aides:**

1. Instructional Aides shall not be required to cover a class when the regularly assigned teacher is absent and no substitute teacher is available except in an emergency. However, in no case shall an aide cover a class for longer than one (1) hour.

2. Instructional Aides who serve in pull-out programs shall perform their regularly scheduled duties with their regular group size when the assigned teacher is absent, and no substitute teacher is provided.

L. **Professional Development:**

1. Three (3) mandatory professional development days shall be added to the 2018-19

work calendar for all instructional support staff (e.g. Para-Professional, Instructional Aide-SPED, Preschool Instructional Aide, Behavioral Intervention Specialist, Supervisor 1:1, Homework Assistant/Supervisor of Activities). The Parties shall meet during the Employer Employee Relations Committee (EERC) to determine content for programs.





<b>ARTICLE VIII</b> <b>PAY AND ALLOWANCES</b>
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A Wages:

For the 2021-2022 fiscal year, a salary increase of 4% will be added to all active employees and those who retired in 2021-2022. For the 2022-2023 fiscal year, a salary increase of 6% will be added to all active unit members who were employed effective July 1, 2022.

Plus, a one (1) time prorated stipend of up to \$5,000 for fiscal year 2022-2023, to be paid as follows to all active employees hired by the date this agreement is approved by the Board of Education:

Grand Total Hrs. of Employment per Day	One-time Stipend
6 hrs.- 8 hrs.	\$5,000
4 hrs.-5.99 hrs.	\$4,000
3 hrs.- 3.99 hrs.	\$3,000
2 hrs.- 2.99 hrs.	\$2,000
Under 2 hrs.	\$1,000

This shall be paid after CSEA ratification and required approvals on the side of the District and the Monterey County Office of Education.

If any employee group receives an across-the-board on-schedule salary increase that is more the negotiated increase for CSEA, the additional compensation shall be applied to CSEA unit members. In such a case, CSEA and the District shall meet no more than thirty (30) days following the increase to determine how the difference in the increase will be applied to CSEA. The parties agree that salary increases that are linked to additional work days and/or work hours in the work year and increases to stipends will be excluded from the "Me Too."

B. Longevity:

In addition to their regular rate of pay, the District shall compensate long-service unit members a Longevity Stipend, based on their annual rate of pay, as follows:

Years of Completed Service	Percentage Stipend
After 10 years	5%
After 15 years	10%

After 20 years	15%
After 25 years	20%
After 30 years	25%

When an employee moves from one salary range to another on the classified salary schedule, longevity shall continue to be paid at the longevity percentage increment level earned at the time of the change. New longevity percentage increments shall continue to be earned based on the employee's first date of hire in the District.

When the District proposes to create a new position/classification, the District and CSEA will convene the Comparable Worth Committee. (See Article XVIII- Reclassification of Positions). All new positions /classifications shall be reviewed by the Comparable Worth Committee and forwarded to the Employee Employer Relations Committee ("EERC") with a recommendation for a salary range placement.

C. Section 125 Flexible Benefit Plan shall be made available to all unit members provided there is no cost to the District.

D. Initial Salary Step Placement of Employees:

1. Incoming employees shall be credited with a maximum of three (3) years of experience as follows:

a. Employment in another school district:

- (1) One (1) year credit for each year of employment in the same job class.
- (2) One (1) year credit for each two (2) years of employment in a related job classification as listed in the Salinas City Elementary School District Salary Schedule.

b. Employment other than a school district:

- (1) One (1) year credit for each two (2) years of employment in a position, as determined by the Superintendent or his/her designee comparable to the position to which the employee has been hired.

2. All unit members hired on the same date shall be placed on the seniority list by lottery in relative order of the outcome within thirty (30) days of the hire date. This will establish their order of seniority.

E. Salary Placement of Unit Members Upon Promotion:

1. Unit members who promote from one position to another in the same class will be placed, when available, on a step column that reflects no less than a five percent (5%) pay increase.

2. Unit members who promote from one class to another will be placed on the first step column that reflects a pay increase of no less than five percent (5%).

F. Regular Rate of Pay:



1. The regular rate of pay for each position shall be in accordance with the rates established for each classification as set forth in the approved salary schedule.
2. Regular rate of pay does not include longevity increments and/or any professional growth rate increases.

3. Any additional hours worked that are not part of the regular assigned work hours will be considered miscellaneous pay. All additional hours will reflect benefits on a properly prorated basis (i.e., PERS, vacation, and sick leave).

G. Salary Schedule Structure:

The salary schedule for unit members is (approximately) two and one-half percent (2.5%) between ranges with five (5) lateral steps of five percent (5%) each. (See Appendices: 2021-2022 Salary Schedule) In the event that the schedule inadvertently loses this structure, the parties shall meet and negotiate how to rectify the misalignment.

H. Step Increases:

1. Unit members shall receive a step movement on the salary schedule each July 1 contingent upon having been in paid status for a minimum of 75% of the employee's work year calendar in the previous school year.
2. Unit members moving to a new classification must have been in paid status in the new classification for a minimum of 75% of the employee's unit member's new work year calendar to be eligible to receive a step increase the following July 1<sup>st</sup>.
3. Unit members shall receive a step movement on the salary schedule each July 1<sup>st</sup>.

I. Compensation During Required Training Periods: A unit member who is required and directed by the District to attend training sessions shall be compensated at their appropriate rate of pay.

J. Compensation for Working Out of Classification:

1. A unit member assigned by their supervisor to work out of classification shall be compensated at the higher classification rate for the entire period required to work out of classification. The term "higher classification rate" is the rate of pay of the higher classification at the unit member's current step placement.
2. Any work performed during the unit member's regularly assigned work time out of the unit member's classification shall be compensated at no less than the employee's regular rate of pay.
3. In the event the unit member is requested and agrees to work out of class at times other than their regularly assigned work time, they shall be paid at the range for that classification and at the unit member's current step placement.

K. Salary Payments:

1. Unit members shall be paid on the last working day of each calendar month.
2. All extra time, out-of-class work, and overtime worked between the beginning of the

month and the end of the month will be paid by the 15<sup>th</sup> of the following month.

3. All payments due upon separation of an employee shall be paid within thirty (30) days of he last working day to the employee or to any person entitled thereto by law.

L. Deductions:

Deductions from salary for the purchase of tax-sheltered annuities shall be made for regular classified service employees on the request of the employee. Annuities may be purchased from any private insurance company qualified and authorized to do business in the State of California and to sell annuity contracts to public employees in the State. Purchase of annuities from private insurance companies shall not be made henceforth with companies that do not sign the District's hold harmless agreement.

M. Bilingual/Biliterate Stipend

1. The District shall inform CSEA when developing or revising the test.
2. Unit members may opt to take the District's assessment(s) of Spanish or other Language Skills (based on the needs of the district) to qualify for a yearly bilingual stipend. Unit members will be able to test up to 2 times per year if they do not pass.
3. Office staff (Secretary, Typist Clerk, and Health Tech) or Paraeducators assigned to a Dual Immersion or Alternative Program classroom may choose to take the bilingual / bi-literate assessment. The skills of reading, writing, listening, and speaking in a required language other than English shall be verified through a test designated by the Salinas City Elementary School District.
  - a. Staff in the above categories who pass the bilingual/bi-literate assessment will receive a stipend of \$100/month (10 months).
4. All other unit members, not referenced in paragraph 2 above, may choose to take the auditory and verbal-only assessment. These unit members who pass the bilingual assessment will receive a stipend of \$50/month (10 months).
5. Unit members who receive the bilingual/bi-literate stipend will assist in interpreting and/or translating, depending on their category (paragraph 2 or 3 above), during their work hours. Time interpreting outside of the performance of their regular duties shall not extend the unit member's workday or reflect a failure to complete their regular duties. Any time spent interpreting and/or translating outside the employee's regular work time will be paid at their miscellaneous rate of pay. Overtime as described in Article VIII may apply.

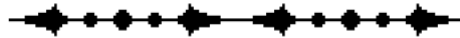
N. Uniforms for Personnel:

1. The Board of Education requires that all custodial, maintenance, delivery truck driver, noon supervisor and cafeteria personnel wear a uniform and that this uniform, or a uniform allowance, be provided by the District as follows:
  - a. Custodians, maintenance, and delivery truck driver personnel, after the first six (6) months of probationary period shall be provided four (4) uniform shirts and

one (1) uniform jacket. All permanent unit members shall receive their uniform shirts and jacket by the end of September.

In the event an additional uniform is needed due to work-related wear and tear, it shall be provided.

- b. Cafeteria, Maintenance, Bus Driver, Groundskeeper, Delivery Driver and Custodian personnel, after the first six (6) months of probationary period shall be issued an allowance in the amount of one hundred fifty dollars (\$150.00) for safety shoes within thirty (30) days. All permanent unit members shall receive their allowance by the end of September. All Classifications receiving this allowance shall be required to wear their safety shoes at all times
- c. Campus Supervisors shall be provided by the District a jacket and vest to wear while they are on duty. Preferably, jackets shall be lined windbreakers. Replacement of these jackets shall be provided as needed.
- d. All those employees wearing uniforms supplied by the District shall also be supplied with appropriate rain gear if needed.
- e. Identification patches shall be provided by the District and worn on uniforms.
- f. Bus drivers shall be provided windbreaker jackets with District identification patches.
- g. Two (2) Freezer coats shall be provided in each cafeteria for the use of employees having to work in the cold storage/freezer rooms.





<p><b>ARTICLE IX</b> <b>Health and Welfare Benefits</b></p>
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A. Eligibility:

1. Employees who work six (6) permanent hours or more per day or thirty (30) or more hours per week, their domestic partners and their eligible dependents shall receive a monthly contribution paid by the District toward health and welfare benefit coverage.
2. Employees who work less than six (6) hours per day or less than thirty (30) hours per week may purchase insurance according to Section 9.E. below.
3. Employees who work four (4) or more hours but less than six (6) permanent hours per day may select either Dental or Vision coverage with a monthly contribution paid by the District.
4. Employees must enroll in the Medical, Dental and/or Vision plans within thirty (30) days after their initial employment or date of eligibility. If they fail to enroll within thirty (30) days they will not be eligible until the next open enrollment period.

B. Medical Insurance:

A. Effective 1-1-18, the District will make the following contributions:

	Annual District Contribution
Employee	\$9,812
Employee + 1	\$18,128
Employee + Family	\$23,492

Employees and retirees who had “employee only” coverage on plan PPO 25 from 1-1-18 through 6-30-18 shall receive a reimbursement within 45 days of ratification of the contract.

3. The District’s obligation to contribute to medical insurance premiums shall not exceed the MCSIG rates for PPO 25 during the 2017 calendar year unless otherwise agreed in negotiations.
4. Employees may change options under the restrictions of MCSIG’s eligibility requirements.

C. Vision Insurance:



1. For the 2017-2018 and 2018-2019 contract years, the District contribution shall not exceed the amounts indicated in the chart below:

	Monthly District Contribution	Annual District Contribution
Employee	Up to \$14.80	Up to \$147.96
Employee + 1	Up to \$24.74	Up to \$247.44
Employee + Family	Up to \$44.39	Up to \$443.88

- Employees who retire from regular employment with the District and are covered by vision insurance at the time of retirement shall may have the option of purchasing the District’s group insurance coverage until the age of 65. Retirees have the option of purchasing the District’s group insurance coverage for their dependents following the carrier’s policies with full premium cost to be borne by retiree, Monthly payments will be due the 1<sup>st</sup> day of the month or quarterly premium payments of coverage or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.

D. Dental Insurance:

- For the 2017-2018 and 2018-2019 contract years, the District contribution shall not exceed the amounts indicated in the chart below.

	Monthly District Contribution	Annual District Contribution
Employee	Up to \$62.40	\$624.00
Employee + 1	\$114.00	\$1,140.00
Employee + Family	\$183.60	\$1,836.00

- Employees may pay the difference between the District-provided plan and a higher level plan. MCSIG procedures and timelines may restrict employee movement from one plan to another.
- Employees who retire from regular employment with the District and are covered by dental insurance at the time of retirement may purchase their dental coverage under the District’s plan until the age 65. Retirees have the option of purchasing the District’s group insurance coverage for their dependents following the carrier’s policies with the full premium cost to be borne by the retiree.

Monthly payments will be due the 1<sup>st</sup> day of the month or quarterly premium payments of coverage or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.

- E. Employees who work less than six (6) hours per day may at their option, purchase through the District any or all of the benefits (health, dental, vision) provided to six (6) or more hour employees with the full premium costs to be borne by the employee. Monthly payments shall be made by payroll deduction. New employees have thirty (30) days from their initial employment to enroll and their enrollment is subject to the rules of MCSIG. Part-time employees under section A.3. shall receive a District contribution.

- F. In the event of an increased cost of premiums over and above the amounts stated in 1A, 2A, and 3A the parties agree to negotiate the impact.
- G. Employees who voluntarily accept reduction in time assignments and who received District-paid health and welfare benefits shall be afforded the opportunity for additional hours of appropriate work to continue to be eligible for and receive District-paid health and welfare benefits as provided for in this Article for the duration of the reduction.
- H. Employees who voluntarily accept reduction in time assignments and who received District-paid health and welfare benefits, but who do not accept additional hours, may have the option of purchasing insurance coverage under the District group plan with the full premium cost to be borne by the employee. Monthly payments will be due the 1<sup>st</sup> day of the month or quarterly premium payments of coverage or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.
- I. Covered employees on unpaid leave of absence, except those who are absent due to a work incurred injury or illness, are not eligible for the District-paid premium contribution; however, the employee may have the option of purchasing insurance coverage under the District group plan(s) subject to MCSIG conditions with the full premium(s) cost to be borne by the employee. Monthly payments will be due the 1<sup>st</sup> day of the month or quarterly premium payments of coverage or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.
- J. Continuation of Medical Benefits -- Retirees
1. All employees credited with at least fifteen (15) years of District service who retire at a minimum age of fifty-five (55) shall receive, up to age 65, or Medicare eligibility the same District paid medical benefits as granted to active employees, provided the retiring employee received District paid medical benefits during the last five (5) years of active service. At age sixty-five (65) retirees will not be eligible for the District contribution for medical, dental, or vision benefits. The retiree may continue in the District medical, dental and/or vision program for themselves and their dependents but the premium costs shall be borne by the retiree. MCSIG may restrict eligibility for coverage for spouse and/or dependents. A retiree who becomes Medicare eligible will no
  2. longer be eligible for a District medical benefit contribution. Monthly payments will be due the 1<sup>st</sup> day of the month or quarterly premium payments of coverage or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.
- a. If the criteria in 1. above is met, the minimum age of retirement shall be reduced by six (6) months for each two (2) additional years of District service, but in no event be less than fifty (50) years of age. Employees who elect to retire under this section have the option of purchasing medical insurance coverage under the

District group plan, with the full premium cost to be borne by the retiree until he/she reaches the age of fifty-five (55) whereupon the provisions of 1. above apply.

- b. The District may, at its option, provide the above benefits between the age of fifty (50) and age fifty-five (55) to an employee who meets the other criteria specified in 1. above, if the employee retires as a result of disability.
  
- K. Employees not covered under J.1. above who retire from regular employment with the District and are covered by health insurance at the time of retirement have the option of purchasing health insurance coverage under the District group plan with the full premium cost to be borne by the retiree. Monthly payments will be due the 1<sup>st</sup> day of the month or quarterly premium payments of coverage or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.
  
- L. Retired bargaining unit members will no longer receive, nor be charged for life insurance benefits.
  
- M. Survivor Benefits: In the event of the death of an employee who has worked for the District at least fifteen (15) years, the District shall continue to pay health coverage for a period of three (3) months for continuance of health and welfare coverage for eligible dependents after the death of the employee.
  
- N. Commitment to Cost-Containment:
  - 1. CSEA recognizes that the spiraling cost of health and welfare benefits seriously impacts both the District and District employees. As a unit, CSEA is fully prepared to work with the District to seek means to curtail costs. In addition, CSEA is concerned with educating unit members in individual cost-containment measures by developing an awareness program.
  
- O. Income Protection Plan:
  - 1. The District shall provide Income Protection Plan Option II through the American Fidelity Assurance Company to all bargaining unit members, effective September 1, 2000.
  
- P. Property Damage:
  - 1. The administration is authorized to compensate classified employees for damage to their personal property when this damage is the result of activities in the pursuit of their employment and not the result of the negligence of the employee.
  
  - 2. Personal property as used herein refers to such items as eyeglasses, hearing aids, dentures, watches, or major articles of clothing necessarily worn or carried by the employee; it does not refer to any other items of equipment such as radios, tape recorders or tools used in the performance of their job duties unless authorized in advance in writing by the building principal or immediate supervisor.
  
- Q. Benefits Committee:

1. The Parties agree to form a joint Committee to discuss options for sustainable health and welfare costs, including retiree benefits. The Committee would begin meeting in the Fall of 2018.



**ARTICLE X  
EMPLOYEE TRAVEL**

- A. Unit members required to use their personal vehicles to carry out their duties on a regular basis must maintain a valid CA driver's license and current proof of insurance. Such unit members will be provided a vehicle use stipend as described below:

The following positions shall receive a \$100 per month vehicle stipend: School Community Coordinator I/II serving more than 1 site, Migrant ID&R/Health Coordinator, Licensed Vocational Nurse serving more than 1 site, FRC Community Coordinators, Electronic Technicians serving more than 1 site, Lan Tech 1 and II.

Unit members receiving this stipend are not eligible for Federal mileage reimbursement except as described in section D below. This stipend applies to all use of personal vehicles within the general City of Salinas area (Salinas, Alisal, Santa Rita, Spreckels).

All other unit members who use their personal automobile for job-related duties with prior authorization shall be reimbursed at the Federal mileage reimbursement rate.

- B. At the Superintendent or designee's discretion, they may adjust the above schedule downward whenever work assignments or schedule changes prove the amount to be excessive. In determining the amount of reimbursement, a reasonable average based upon actual expenses shall be used, and it shall remain the same from month to month unless there is a change in the unit member's schedule.
- C. The amount may be prorated if the employee is absent from their duties for (10) days or more during the calendar month or is on duty but traveling at District expense for such period of time. The proration will be determined as follows:

Allowance  
\_\_\_\_\_ X days worked

Working Days

- D. If travel outside the general Salinas area is properly authorized, reimbursement shall be allowed at the Federal mileage reimbursement rate when personal automobiles are used. If a District automobile/van is available for general area trips, the Superintendent or their designee may authorize the use of the District Vehicle. Special trips outside Monterey County require prior approval of the Superintendent or their designee, who shall designate the means of travel.
- E. When two or more employees are attending the same meeting, reimbursement is authorized for one car only, unless more than one car is required.
- F. An advance of funds may be provided in cases of hardship as authorized by the Superintendent or their designee.



- G. Payment by an employee to an employee of another district for sharing of transportation costs may be authorized by the District Superintendent or their designee if such costs are not more than train or bus fares.

H. Bargaining unit members who are required to participate in field trips shall be provided lunches when students eat lunch as part of the field trip. If lunches are not provided, bargaining unit members shall be reimbursed for meals at the rate established in the current Board Policy and/or Regulation. Bus drivers who only "drop off" and "pick up" students are not eligible for the above.





**ARTICLE XI  
HOLIDAYS**

A. 1. Holidays shall be as follows:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Day
Day After Thanksgiving	Washington's Day
Christmas Eve Day	Friday before Easter
Christmas Day	Cesar Chavez Day
	Memorial Day
	Juneteenth

2. Regular classified service and part-time employees are entitled to the legal holidays declared by the President or Governor of this State, and authorized by the Governing Board, and such other holidays as may be declared by the Governing Board without loss of pay.
3. A holiday falling within a vacation period shall not constitute a vacation day.
4. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against the employee's sick leave credits.
5. Employees may be required to perform their duties on holidays and shall be compensated as otherwise provided in the overtime section of this Agreement.
6. Each day declared by the President or Governor of this State as a day of mourning, thanksgiving or holiday in which the declaration provides that public schools shall be closed, shall be a paid holiday for eligible bargaining unit members.

B. Holiday Eligibility:

1. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
2. Employees who are not normally assigned to duty on the holidays of Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, or the Friday before Easter shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the winter or spring recess period.





<b>ARTICLE XII VACATIONS</b>
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- A. Employees shall earn paid vacation pursuant to this Article. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- B. Upon separation from service, the employee shall be entitled to a lump sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- C.
  - 1. Eight-hour Employees shall earn vacation according to Schedule X.
  - 2. Years of Service Completed - Change from Anniversary Date to Vacation Accrual Date
    - a. For less than 12-month employees, July 1 shall be known as the Vacation Accrual Date.
    - b. Twelve-month employees actual date of hire shall be the date for advancing in vacation steps according to Schedule X.
    - c. Beginning July 1, 2005, less than 12-month employees shall receive vacation pay on a monthly basis.
    - d. Beginning July 1, 1988: All less than 12-month employees shall be advanced to the next step as of July 1, 1988, and shall advance in steps, in accordance with Schedule X, each applicable July 1 thereafter.
    - e. New Employee: Such employees in paid status shall be advanced to Step 2 on the vacation schedule (Schedule X) on July 1 and shall continue to advance each applicable July 1 thereafter.

Step (Years of Service Completed)	12-Month Employees			*10-Month Employees	
	Earned Days/Yr	Hrs/Mo	Hrs/Yr	Hrs/Mo	Hrs/Yr
1	10	6.67	80	6.67	67
2	11	7.33	88	7.33	73
3	12	8.00	96	8.00	80
4	13	8.67	104	8.67	87
5	15	10.00	120	10.00	100
6	15	10.00	120	10.00	100
7	16	10.67	128	10.67	107
8	16	10.67	128	10.67	107
9	17	11.33	136	11.33	113
10	17	11.33	136	11.33	113
11	18	12.00	144	12.00	120
12	18	12.00	144	12.00	120
13	19	12.67	152	12.67	127
14	19	12.67	152	12.67	127

15	20	13.33	160	13.33	133
16	20	13.33	160	13.33	133
17	21	14.00	168	14.00	140
18	21	14.00	168	14.00	140
19	22	14.67	176	14.67	147
20 and up	22	14.67	176	14.67	147

\*For the purpose of vacation calculation employees, whether full-time (8-hour) or part-time (less than 8 hours), employed for school days only or less than 10 months shall be considered to be 10-month employees.

D. Unused vacation days earned as of the anniversary date in any one fiscal year shall be taken before the following anniversary date, except:

1. A maximum of five (5) unused days may be carried forward to any succeeding year provided that the employee desiring this privilege shall secure the written permission of his/her principal or immediate supervisor and provided further that the employee has a definite objective in requesting the carrying forward of the five (5) days.
2. If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.

E. Less than 8-hour employees shall earn vacation according to the following procedure:

1. For the purposes of this section, unit members employed in excess of 7.5 hours/day shall be considered to be 8-hour employees and the provisions of Subsection C and Schedule X shall apply. Unit members employed 7.5 or less hours/day shall receive that prorata share of the Hrs/Yr on Schedule X, in accordance with the number of months worked per year, as their hours worked bear to 8 as shown by the "Factor" on Schedule Y below. Hours worked shall be rounded to the next highest number on Schedule Y (i.e., 6-3/4 hours = 7.0; 6-1/4 hours = 6.5, etc.).

Schedule Y

<u>Hours Worked</u>	<u>Factor</u>	<u>Hours Worked</u>	<u>Factor</u>
7.5	.938	4.5	.563
7.0	.875	4.0	.500
6.5	.813	3.5	.438
6.0	.750	3.0	.375
5.5	.688	2.5	.313
5.0	.625	2.0	.250

- a. For full year of service, find hours worked/day (if over hours given on chart, go to the next higher number). Multiply "Factor" given by appropriate Hrs/Yr on Schedule X.

Example: You're employed 6-1/4 hours per day, go to 6.5 hours on Schedule Y (Factor = .813). You're a 10-month employee and have worked 10 years; you are on Step 10 of Schedule X. The Hrs/Yr at that level for full-time (8-hour) employees = 113. Thus, you would calculate your yearly vacation entitlement as follows:

$$.813 \text{ (Factor)} \times 113 \text{ (Hrs/Yr)} = 91.86 \text{ hours}$$

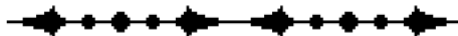


- b. For partial year of service, multiple "Factor" given in Schedule Y by Hrs/Mo given in Schedule X by number of months worked. Using the same employee as above, but the employee only works through December 30, then quits, the calculation is:

$$.813 \text{ (Factor)} \times 11.33 \text{ (Hrs/Mo)} \times 4 \text{ (Sept-Dec)} = 36.84 \text{ hrs}$$

**Note:** Factors are determined by dividing the number of hours worked by 8.

2. The provisions of C.1 (10-month employees) and C.2. a, b and c (changing over to July 1 anniversary date) shall apply to less-than-8-hour employees as well.
- F. The date for computing eligible days of vacation shall be the anniversary date for 12-month employees as in C; the date shall be the last day worked in each fiscal year for less-than-12-month employees.
- G. Vacation Scheduling:
1. Vacations shall be scheduled at times approved by the District.
    - a. An employee may request to use accrued vacation on the first day of their calendar work year.
      1. Vacation requests will be submitted to the immediate supervisor for input and will be approved or denied by the department manager/ administrator.
    - b. The employee shall submit their vacation request at least one (1) month prior to the time-off being requested. In the event that one month's notice is not provided, the employee may not be allowed to take this leave unless it is determined that unforeseen circumstances have arisen.
    - c. Vacation request shall be approved or denied within ten (10) working days from the date submitted, sooner if possible.
    - d. Already approved vacation shall not be affected by seniority.
    - e. Seniority shall be given consideration when employees within the same or similar classification at a given site submit their vacation request at the same time and indicate the same preference as to time for taking vacation.
- H. Interruption of Vacation:
1. An employee may be permitted to interrupt or terminate vacation leave in order to begin sick leave, provided the employee provides verification of the illness or injury.
  2. If an employee's vacation was scheduled during a time when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed and the District shall consider such request in accordance with vacation dates available at that time.





**ARTICLE XIII  
LEAVES**

A. Absences and Reporting:

1. Unit members who will be absent shall report their absence through the online absence reporting system used by the District, as soon as possible (for example: the day before) and not later than one (1) hour prior to the start of their workday. Unit members must identify the cause of absence, for example: "Illness," "personal necessity," "personal importance," and/or other causes allowed by this Master Agreement.
2. All absences need to be reported. For a continuous absence, prior notice of the absence needs to be given, acknowledged, and approved (if applicable) by the supervisor.
3. Upon their return from an absence, the unit member shall indicate the reason for their absence on the Time Report (CSD 172) Form. If absent on account of illness or injury, it is the unit member's responsibility to provide proof of such illness or injury if requested. The District may, at its discretion, require certification substantiating the basis for the particular sick leave. The certification needs to include one of the following:
  - a. A doctor's verification of illness or injury is filed with the Superintendent/designee, stating that the unit member could not or should not perform his/her normal duties; or
  - b. A written statement to the effect that a member of a religious sect, denomination, or organization, and that they were ill or injured and treated by the practice of their religion.
4. A unit member who fails to report their absence in a timely manner and in accordance with the provisions of this article and/or otherwise abuse their use of leaves, including but not limited to refusing to submit medical certification or providing false information to support their leave basis, shall be subject to disciplinary action.

B. Sick Leave:

1. Each classified unit member employed eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to twelve (12) days leave of absence for illness or injury with full pay.
2. Each classified unit member employed eight (8) hours a day, five (5) days a week for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
3. Each classified unit member employed less than eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to their daily pro-rata share of sick leave as outlined in 1. & 2. of this Article.

4. Unit member's previous month's sick leave accruals and usage will be reflected in their monthly pay stub.
5. Any earned but unused sick leave is cumulative from year to year.
6. Illustration of Monthly Earned Sick Leave

- a. Sick leave hours shall be calculated by multiplying the number of hours worked per day by the number of months worked per year:

Example

Daily Hours Worked	(Multiplied by) Months Worked	Totals Annual Sick Leave Hours Earned
8 hours	12 months	96 SL Hours
4 hours	12 months	48 SL Hours
8 hours	10 months	80 SL Hours
4 hours	10 months	40 SL Hours

- b. For the purposes of this section, unit members shall be considered to have worked 10 or 12 months based on the length of their work year, as follows.

Days In Work Year	Considered Months of Work
180 - 198	10 Month
220+ days	12 Month

- c. Sick leave hours shall be adjusted with any change in regular hours and/or months worked. Within two (2) pay periods of the change in the unit member's assigned work hours, their sick leave rate accrual and earned sick leave totals will be adjusted.

7. Unit members may use sick leave for medical appointments.

C. Pregnancy Disability Leave:

1. A unit member shall be entitled to a leave of absence for pregnancy, childbirth, or conditions related thereto (i.e. disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom).

2. The unit member shall be entitled to use accumulated sick leave and extended illness leave on the same basis provided for any other illness or injury.

3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.
4. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and their doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the Human Resources Office at least thirty (30) calendar days before the due date. Such certification shall be obtained by using CSD 182, "Sick Leave Due to Pregnancy of Unit member."
5. Prior to return to work, the unit member shall provide written verification from their physician releasing them to perform the essential functions of their position, with or without reasonable accommodation.

D. Parental/Child Rearing Leave:

1. As provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.
  - a. For purposes of this section, "parental leave" shall be defined as leave for the reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.
  - b. Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
  - c. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of Parental/Child Rearing Leave under the California Family Rights Act (CFRA; Section O below), they shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section D., 2., below, but shall not count against the leave entitlement set forth in that Section. In order to use 50% pay, the unit member must be eligible for leave under the CFRA, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
  - d. Leave taken under this section shall count against any entitlement to Parental/Child Rearing Leave under CFRA and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
  - e. Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
  - f. Paid parental leave under this section is in addition to leave



taken for disability due to pregnancy, childbirth or related medical condition.

2. Unpaid Child Rearing Leave:

- a. In addition to paid parental leave and child-bonding leave under Section D., 1., above, leave without pay or other benefits may be granted to a unit member for child rearing.
- b. The unit member shall request such leave as soon as practicable. The request shall be made in writing to the Superintendent or designee and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and unit member replacement problems of the District.
- d. The duration of such leave shall consist of no more than ten bargaining unit member's work year.
- e. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child rearing.
- f. There shall not be change of employment status for child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff. The unit member shall have the prerogative to continue to receive insurance benefits provided by the District, as allowed by the vendors, with provision that the unit member pays the full cost of the premium.
- g. If a unit member is on leave for child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment. If there is no vacancy for which the unit member is qualified, the District will assign the unit member to a position as soon as practicable.
- h. Any unit member adopting an infant may receive leave without pay of up to one (1) year which shall commence upon the member receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements of the adoption. Four (4) days leave shall be provided under Personal Necessity Leave without loss of pay or benefits to a unit member for the purpose of submitting to the rules and regulations of said agency.

E. Industrial Accident and Illness Leave:

1. Classified service unit members shall be entitled to industrial accident or illness leaves of absence under the following provisions:
  - a. Allowable leave shall be for a maximum of 60 working days in any one fiscal year for the same accident.
  - b. Allowable leave shall not be cumulative from year to year.

- c. Allowable leave shall commence on the first day of absence.
- d. Payment for wages lost on any day while the unit member is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the unit member under the workmen's compensation laws, exceed the normal wage for the day.
- e. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability payment made under workmen's compensation.
- f. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- g. If the 60-day leave of absence is exhausted and the unit member is not medically able to return to work, they then use only so much of their accumulated sick leave, accumulated vacation time, or accumulated compensating time which, when added to the workmen's compensation temporary disability payment, will provide for a full day's wage or salary.
- h. During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, or compensated time off, the unit member shall endorse to the District checks received under workmen's compensation laws. Credit shall be given to the unit member's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensation monies received when such leave has been charged.
- i. When all available leaves of absence have been exhausted and if the unit member is not medically able to return to work, they shall be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, they shall be employed in a vacant position in the class of their previous employment over all other available candidates except for any re-employment list established because of lack of work or lack of funds. Any unit member who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed.
- j. Any unit member receiving benefits for industrial accident or illness leave shall remain within the State of California unless authorized by the Board to travel outside the State.
- k. Unit members requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the unit member is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.

1. Periods of leave of absence shall not be considered to be breaks in service. Health and welfare benefits shall continue in force if the unit member is on temporary disability and/or is in paid status.

F Extended Illness or Injury Leave:

1. Each unit member shall be credited with not less than one hundred (100) working days per illness or injury of paid sick leave, including annual and accumulated sick leave entitlement under Section B of this Article (Sick Leave). Unit members who begin employment subsequent to July 1 shall be credited with a prorated number of the one hundred (100) days. The one hundred (100) working days shall run concurrently with any other paid or unpaid leave entitlement.
2. Upon exhaustion of regular sick leave (10 or 12 days), a unit member shall utilize accumulated sick leave and other paid leave, excluding vacation and compensatory time, if any, prior to using the balance, if any, of the one hundred (100) working days of Extended Illness or Injury Leave.
3. Upon exhaustion of all sick leave hours (regular and accumulated) and any other paid leave, excluding vacation and compensatory time, extended Illness or Injury Leave shall be at a rate of fifty (50) percent of the unit member's regular salary.
4. Any unit member who has exhausted the one hundred (100) working days of Extended Illness or Injury Leave but has accumulated sick leave, vacation or compensation time, shall be placed on additional paid leave for a period of not less than the number of paid days remaining.
5. Extended Illness or Injury Leave is not cumulative.

G. Personal Necessity Leave:

1. Each unit member may elect in case of personal necessity to use available personal illness or injury "sick leave" as provided in Education Code Section 44978. As used herein, the term "immediate family" shall include all persons named in Bereavement Leave #1. As used herein, the term "personal necessity" shall refer to those situations where the unit member's presence is urgently required, as opposed to situations where the unit member's presence is required merely for the convenience of the unit member or their relative, and as opposed to situations where the particular matter could be taken care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:
  - a. Death of a member of their immediate family when additional leave is required beyond the necessary leave the unit member is entitled to as defined in Bereavement Leave.
  - b. Accident, involving the unit member's person or property, or the person or property of a member of their immediate family.
  - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction. Any appearance in court as a witness shall additionally be governed in accordance with Jury Duty Leave, insofar as said leave does not conflict with this leave.

- d. Illness of a member of the immediate family where other arrangements cannot be made.

- e. Critical illness of a member of their immediate family. Critical illness is a life threatening illness or accident.
  - f. Observance of religious holidays formally celebrated by recognized religious groups.
  - g. Examination for certification or degree.
  - h. Attendance at graduation ceremonies involving a member of the immediate family.
  - i. Marriage of a member of the immediate family.
2. Personal Necessity shall be reported in accordance with Section A., 1-3. The unit member shall write on the Time Report (CSD 172) a statement of the facts and reasons for personal necessity.
  3. No more than nine (9) days of "sick leave" may be used for personal necessity in any school year.

H. Personal Importance Leave:

1. It is recognized that there are occasions when a unit member may require a Personal Importance Leave. In this event, seven (7) days annually may be taken and charged against the nine (9) days of Personal Necessity Leave provided by this Article. The-unit member should provide at least one (1) week's notice of this need prior to the time taken off. The district may approve or not approve this leave unless it is determined that unforeseen circumstances have arisen.
2. Personal Importance Leave shall be reported in accordance with Section A., 1-3. It requires a mark in the appropriate column on the Time Report Form (CSD 172).

I. Bereavement Leave:

1. Bereavement leave, without loss in pay, shall be granted for five (5) days for the critical illness or death in the immediate family of the unit member, spouse or domestic partner. The immediate family means spouse, mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, aunt, uncle, niece, nephew, or any relative living in the immediate household of the unit member.
2. Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral, up to one-half (1/2) day if the funeral is in Salinas and up to one (1) day if the funeral is out of the immediate environs. Any time in excess of this is to be called an unexcused absence; i.e., a deduction for substitute pay to be made.



3. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the unit member uses the maximum days allowed during the time of critical illness.

J. Military Leave:

1. Unit members shall be entitled to military leaves of absence with pay and benefits as follows:
  - a. The unit member must have at least one year of service in the District.
  - b. The unit member will receive his/her regular compensation for a maximum of thirty (30) calendar days (per fiscal year) of ordered military duty. (Military and Veterans Code, Section 395.01)
  - c. As used in this section, the unit member:
    - (1) Must be ordered into active military duty as a member of a reserve component of the Armed Forces of the U.S.;
    - (2) Must be ordered into active federal military duty as a member of the National Guard or Naval Militia; or
    - (3) Is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces.

K. Jury Duty Leave and Witness Leave:

1. Leave of absence to serve on a jury shall be granted with no loss in pay. Unit members who are absent from work due to Jury Duty Leave shall report their absence in accordance with Section A., 1-3. Within one (1) week of completing their jury service, the unit member shall submit proof of service. As a school district employee, unit members should not receive any compensation for jury service. However, if money is received, proof of juror fees paid for service must be submitted as soon as possible. The District deducts the fee that is currently paid by the courts. Failure to submit proof of service will subject the unit member to an unpaid absence and/or disciplinary action. Failure to provide any paid juror fees may be in violation of CCP Section 215(b). Language explaining the deduction of fees will be part of the payroll sheet.
2. The unit member will return to complete their normal workday following completion of their jury duty, unless that unit member's regular workday begins at 3:00 p.m. or later. A unit member who is required to serve on jury duty beyond 1:00 p.m., shall be relieved from that day's work with pay.
3. Leave of absence shall be granted with no loss in pay to unit members who have been subpoenaed as witnesses, provided the unit member is not a litigant in the case. Within one (1) week of being served, the unit member shall submit proof of the subpoena. They shall also report their absence in accordance with Section A., 1-3 .

L. Leave Without Pay:

1. The District may grant leave of absence without pay to a unit member upon written request (Form CSD 154) of the unit member for reasons other than the intent of

employment elsewhere for any period not to exceed one (1) year, except for military service.

2. The granting of a leave without pay gives to the unit member in a one-of-a-kind position the right to return to his/her position at the expiration of the leave, provided he/she is physically and legally capable of performing the duties. If the position is filled, it shall be filled with a unit member, substitute, or short-term employee for the duration of the leave.
3. The granting of a leave without pay gives all other unit members the right to return to a like position at the expiration of their leave, provided they are physically and legally capable of performing the duties.
4. The District may, for good cause, cancel any leave without pay by giving the absent unit member due notification of at least two (2) weeks time to return to their job.
5. A unit member may make a written request to the District to return to work prior to the expiration date of the leave. The District may approve or reject the request.
6. A unit member on leave under these provisions shall notify the District in writing about their intent to return to work fifteen (15) days prior to the end of the leave. The District shall remind the unit member either verbally or in writing prior to the date notification is required.

M. Attendance Incentive Plan:

1. General Provisions:

- a. Eligibility: Any unit member who has been employed by the District for two (2) or more years shall be eligible to participate in the Plan. Unit members employed less than two (2) years shall become eligible the day following their second anniversary date. For the purposes of this provision, unit members employed for school days only shall be considered the same as twelve (12) month unit members.
2. Exceptions: Any unit member is eligible for additional sick hours or the monetary equivalent to those hours, as calculated under 4, The Plan, of this article.
3. Unit members may opt each year to carryover all unused days to the following year instead of being paid as specified below.
4. The Plan:
  - a. Any unit member who has used one-half (1/2) or less of the current year's sick leave, earned in accordance with Article XIII, Section B, shall be paid a stipend by the last day of October of the following school year.
    - i. Unit members who work up to four (4) hours will earn a \$200 stipend.
    - ii. Unit members who work four (4) hours or more will earn a \$400 stipend.

- b. For the purpose of this Plan, sick leave shall be calculated in hours.
- c. The stipend shall be calculated at the pay rate of the unit member in effect at the time it is paid.

- d. If possible, payment of the stipend shall be separate from the unit member's regular pay warrant.

N. Donation of Sick Leave:

1. Any bargaining unit member may donate, on district form (CSD 52), up to ten (10) days of accumulated and unused sick leave to a pool of sick leave for any qualified classified unit member who, they themselves or their child or spouse has suffered a long-term illness or disability and who has exhausted all other paid leaves. The donor will submit CSD 52 to the Business Office.
2. The donor must keep for their own use earned sick leave equivalent to the number of days/hours accrued in two (2) years.
3. To qualify to receive donated sick leave, the unit member or family member must submit a written request and medical verification of long-term serious illness to the President of Chapter #149 for consideration and approval/disapproval by the Chapter's Executive Board. A long-term serious illness is usually one that is either terminal or permanently debilitating. The decision of the Executive Board shall be presented to the District and the applicant in writing.
4. Donated sick leave shall be converted for utilization on a day-for-day basis, meaning the recipient shall be paid at their regular rate of pay.
5. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one employee before beginning to utilize days donated by another employee
6. Donated sick leave not utilized by the recipient shall be returned to the donor.

O. Family Care and Medical Leave:

An eligible unit member shall be entitled to up to 12 work-weeks of unpaid leave within a 12 month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave" or "CFRA"). The following provisions shall be interpreted in accord with those statutes and their regulations.

1. An unit member shall have been employed for a minimum of 12 months and at least 25 hours a week during this period to be eligible for family care and medical leave.
2. Leave may be granted for the birth, adoption, or foster care of a child or for the serious health condition of a unit member or the unit member's child, spouse or parent. The Family Care and Medical Leave defines a child as a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen years old or is older and incapable of self care. Parent means the biological, foster or adoptive parent, a step parent, or

parent of an individual who stood *in loco parentis* to an unit member when the unit member was a child.

3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision of a health care provider.
4. A unit member who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any twelve month period and twelve work weeks of paid (at the same level paid for unit members not on leave) health and welfare benefits. A twelve month period commences on the first day of Family Care and Medical Leave.

Family Care and Medical Leave may be taken intermittently or on a reduced leave schedule if the District agrees; a leave to care for sick family member or for the unit member's own condition may be taken intermittently or on a reduced leave schedule when medically necessary. A reduced leave schedule reduces a unit member's usual number of hours per day or week. An intermittent leave may include leave of periods from an hour to several weeks.

5. A unit member may elect or the District may require the unit member to substitute for family care and medical leave, compensatory time or any other unpaid negotiated time. A unit member may elect or the District may require an unit member to substitute for family care and medical leave, accrued sick leave for the serious health condition of the unit member.
6. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945. A unit member may take family leave once her pregnancy disability is over (i.e., when her physicians take her off disability following the birth of her child) or after four months of pregnancy disability, whichever is shorter.
7. If the unit member fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the unit member will be liable to the District for premiums paid for maintaining the unit member's health coverage during the Family Care and Medical Leave.

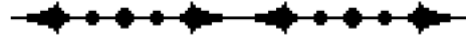
P. MILITARY CAREGIVER LEAVE:

An eligible unit member may also take up to 26 workweeks of FMLA leave in a single 12-month period. Leave under FMLA or CFRA shall run concurrently with any other paid or unpaid leave entitlement.

To care for a covered service member with serious injury or illness if the unit member is the spouse, son, daughter, parent or next of kin, as defined in applicable statute or regulation, of the service member (military caregiver leave).

Eligible family members of both current service members and certain veterans are entitled to military caregiver leave.





**ARTICLE XIV**  
**TRANSFER AND PROMOTION PROCEDURES**

A. Notices of Vacancies

1. When a new position is created or an existing position becomes vacant, it shall be posted by the District for not less than five (5) working days at work locations. A copy of the notice of vacancy shall be provided to CSEA, and when the position(s) is filled CSEA shall be provided with the name(s) of the employee(s). within ten (10) working days.
2. The notice of vacancy shall clearly state the position that is vacant. The notice shall also provide sufficient information about the position to allow an employee to determine abilities and qualifications necessary for the job. The notice of vacancy will include the hours, work year, salary range and job class title.
3. The sequence of filling all vacancies shall be:
  - a. The first priority in filing all vacancies shall be pursuant to the reemployment rights of former employees on the re-employment list because of layoff under Article 21 or exhaustion of leave entitlement under Article 13.
  - b. A “transfer” shall be defined as a movement of an employee from his/her assigned position to a vacant position within the same classification, regardless of hours.
  - c. Promotion: A “promotion” is defined as a movement from one classification to another classification at a higher salary range, regardless of hours.
  - d. Hiring of an outside candidate.

B. Voluntary Transfer Procedure

1. Any eligible employee may apply for transfer to a vacant position by filing a written application with the Human Resources Department of the District. To be eligible to transfer, applicants must meet these qualifications.
  - a. The employee is not participating in an active Performance Improvement Plan as detailed in Article 15: Evaluation Procedure.
  - b. An employee who is serving a new employee probationary period (6 months) or a promotional probationary period (80 working days) may voluntarily transfer but shall serve the balance of that probationary period in the new transfer position if that employee has served less than half of that probationary period. If the employee has served more than half of that probationary period, he/she shall serve an additional 40 working days of probation in the new transfer position.

2. If only one eligible employee requests a transfer to a vacant position of the same classification, he/she shall receive the transfer.
3. If two or more eligible employees request a transfer to a vacant position of the same classification, then all eligible applicants will be interviewed. The final recommendation will rest with the interview committee. If all things are equal, the

employee with the highest seniority in that classification shall be granted the transfer. The Superintendent or his/her designee shall make the final recommendation to the Board of Trustees.

C. Administrative Transfers

1. Employees may be transferred within class by the District management at any time whenever such transfer is in the best interest of the District as defined by the district management. An employee affected by such transfer shall be given notice as soon as administratively practicable, and a conference shall be held between the appropriate management person and the employee in order to discuss the reasons for the transfer.

D. Medical Transfers

1. The District may give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the District and concurrence of the employee.

E. Promotional Procedures

1. Any eligible employee may apply for a promotion to a vacant position by filling a written application with the Human Resources Department of the District. To be eligible, the employee is not participation in an active Performance Improvement Plan as detailed in Article 15: Evaluation Procedure.
2. An employee will be notified in writing regarding his/her application for promotion. The CSEA recognizes the District's right to hire employees within its discretion and the District recognizes that current employee applicants who possess qualifications and potential for the job shall be given first consideration.
3. An additional point shall be awarded to bargaining unit members during the interview process.
4. For the successful internal applicant there will be a probationary period of no less than eighty (80) working days. Probation can be extended to a maximum of 120 working days by agreement with CSEA. During the probationary period in the higher classification (promotional position) either the employee or the employee's supervisor may request the employee return to his/her previous position.
5. Promotions of employees shall ordinarily be completed within thirty (30) days.
6. Testing: There shall be an objective test given for each classification. The test may be written, or a practical performance test, or both. In cases where a test is administered, the following conditions apply:

- a. All applicants shall be given the same test(s). If an applicant has previously taken a test which is being used for the current opening within the last three years, he/she may request to apply the score to the new opening without retesting or may re-test in order to attempt to improve his/her score. If the applicant re-tests, the score used will be the higher of the two scores.

- b. Job announcements will specify whether written tests, performance tests, or both will be required.
  - c. Applicants may be given information, upon request, concerning the skills/knowledge the test(s) given intend(s) to measure; however, applicants shall not have access to the actual test, receive a copy of the actual test, or be given specific questions contained in the test prior to the test being given.
  - d. If all applicants taking a test fail to meet the minimum standards pre-set for a passing score, the District may, at its option, re-post the position to obtain new applicants, or revise and re-give the test using the same passing standards. If the test is re-given, all applicants will be notified and will have the opportunity to take the new test.
  - e. An applicant may request a review of his/her test, once taken, and the test score. Test(s) and test results will be included in a unit member's personnel file.
7. Interviews: All applicants meeting the minimum standards prescribed for the vacant position and the pre-set minimum passing score(s) for the objective test(s) required for the position shall be given the opportunity to be interviewed by an interview panel. Applicants shall be notified at least three days in advance of the interview so as not to be disadvantaged by lack of time for preparation or schedule conflicts.

The following procedures shall apply for all interviews:

- a. The panel shall consist of at least three (3) members, at least one of which shall have a working knowledge of the position in question and its requirements. At least one of the three (3) members shall be a current Classified bargaining unit employee at the site or in the department at which the vacancy exists, appointed by CSEA. If the designated site panelists are unavailable for a specific interview panel, then CSEA officer shall be appointed by CSEA.
- b. Applicants shall be interviewed separately. Each shall be allowed the same MAXIMUM time for the interview, and each shall be asked the same minimum set of scored questions. Questions shall be designed to determine at least, but not limited to, prior experience, education, work attitude, and the skills/experience the applicant feels qualify him/her for the position.
- c. Panel members shall be provided with applications and resumes but shall not be provided with objective test scores or evaluations.
- d. Panel members shall each have a standardized score sheet containing all questions asked and spaces for scoring responses. Each member shall score his/her sheet independently for each question and section. The total of all scores shall be given

on the score sheet. A consistent standardized scoring system shall be used in all cases.

- e. The Interview Score for each applicant shall be one and one-half (1-1/2) the average of the total scores given by each panel member. A cover page giving the name of the applicant, the position for which interviewed, the names of the panel members, the Interview Score, and the date and time of the interview will be attached to the

individual score sheets. The score sheets shall not indicate the name of the panel member doing the scoring, but shall include the name of the applicant, the date of the interview, and the position for which interviewed.

- f. Packets for all applicants (cover sheet and score sheets) shall be forwarded to the Director of Personnel.
8. Selection: In circumstances where an objective test is given under paragraph G above, each applicant's objective test(s) score(s) shall be combined with his/her averaged Interview Score to arrive at an aggregate score. Where an objective test is not given, the applicant's averaged Interview Score shall be the aggregate score.
- a. Applicants falling within the top three (3) aggregate score categories shall be recommended to the Director of Personnel or his/her designee for selection after consultation with the site administrator involved.
  - b. The Director of Personnel or his/her designee may interview applicants if necessary; however, in such cases, all finalists shall be so interviewed.
  - c. The Director of Personnel or his/her designee in making the selection, shall consider all test scores and interview packets as well as evaluations and any other information deemed relevant. When all factors considered are equal, the unit member with the greatest seniority will be offered the position.
  - d. Unit members not selected shall be given a post-selection interview with the Director of Personnel or his/her designee upon request to discuss the reasons they were not offered the position.
9. The posting period for a notice of a vacancy may be the same period for both the transfer and promotion requirements contained herein.







**ARTICLE XV  
EVALUATION PROCEDURE**

A. Evaluations shall be completed as follows:

1. New unit members shall serve a 6-month probationary period and shall be evaluated twice, at the end of the second (2nd) and (5th) months.
2. Unit members who are promoted shall serve an 80 working-day probationary period and shall be evaluated at least once, preferably at the midpoint. If the unit member has served more than half of their probationary period, they shall serve an additional 40 working days of probation in the position they were promoted into.
3. Permanent unit members who transfer shall be evaluated on or around the 30th workday in their new position.
4. Permanent unit members shall be evaluated every two years following the probationary period.
5. Job performance matters between a and supervisor shall be discussed at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation.

Immediate Supervisor:

The evaluation shall be completed by the employee's immediate supervisor. In the case of classroom support staff, a teacher may provide input but is not the evaluator. The evaluator is required to personally observe the work of the classified employee's job performance.

B. Evaluation:

1. Unit member's evaluations shall be placed in the personnel file of each employee and maintained at the District's central administration office.
2. No evaluation shall be based on hearsay statements or comments without a thorough investigation by the supervisor.
3. As a community of lifelong learners, we recognize the opportunity to grow. Therefore, a less-than-satisfaction evaluation shall include specific written recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made.
4. When an evaluation of unsatisfactory performance is made, the unit member shall be provided a Performance Improvement Plan (PIP). The PIP must have a beginning and ending date not less than thirty (30) working days and no longer than sixty (60) working

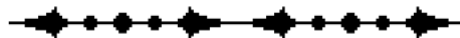
days with specific and measurable outcomes and provisions for assisting the unit member in implementing any recommendations made. At the follow-up conference, the supervisor and unit member will review the PIP. The entire document will then be placed in the unit member's personnel file. In the event a unit member is on extended leave, the PIP will be implemented upon the unit member's return from extended leave.

5. Unit Members shall be provided with a copy of their evaluation and all written material that affects an evaluation prior to its placement in the District personnel file. The unit member shall be entitled to respond to the evaluation and written material within ten (10) workdays of its receipt and have such response permanently attached to the evaluation. Upon request, the evaluator may grant an additional five (5) days for the response.
6. A-unit member shall have the right at reasonable times to examine and/ or obtain copies of any material from the unit member's personnel file with the exception of material that was obtained prior to the employment of the-unit member involved.
- 7 Any written material drafted for placement in a-unit member's personnel file shall be signed and dated by the writer and the unit member on the date such material was given to the unit member.
8. All personnel files containing evaluation material shall be kept in confidence and shall be available for inspection only to the unit member, their authorized representative, and other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member.

C. Interim Evaluations:

1. Frequent observations of an employee's job performance shall be conducted for the purpose of appraising, assisting, or improving performance.
2. If an employee's performance fails to meet work performance standards, interim evaluations shall be completed. Interim evaluations shall be conducted in accordance with Section B., 1-8 above.
3. Interim evaluations shall not be discriminatory in nature but conducted to appraise and assist job performance.

- D. Nothing contained in this Article shall in any way limit the District's right to take disciplinary action against an employee based upon the employee's unsatisfactory performance.





**ARTICLE XVI**  
**SAFETY**

- A. Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their safety.
- B. Any employee who observes a working condition deemed unsafe by the employee or which reasonably would be so deemed, shall report such condition, including such grounds for believing or alleging it unsafe, to his/her immediate supervisor as soon as possible. The District shall consider such report promptly and if the condition is found to be unsafe, shall correct it.
- C. No adverse action shall be taken against an employee by reason of filing a safety report.





**ARTICLE XVII**  
**DISCIPLINARY ACTION**

A. Disciplinary Action:

The following disciplinary actions may be taken by the District against a permanent employee for the just causes listed in B:

1. Dismissal. Dismissal is the involuntary removal from employment by the District.
2. Suspension. Suspension is temporary removal from the employment of the District for a specified period of time.
3. Involuntary Reassignment. Involuntary reassignment is a change of assignment without the employee's written voluntary consent.
4. Involuntary Demotion. Involuntary demotion is placement in a lower classification without the employee's written voluntary consent.

B. Cause. A permanent employee may have disciplinary action taken against him/her for any of the following causes.

1. Neglect of duty;
2. Inefficiency;
3. Incompetency;
4. Violation of rules and regulations of the Board of Education and the State Board of Education and violation of the Education Code and other applicable laws;
5. Insubordination;
6. Dishonesty or theft;
7. Drinking alcoholic beverages which directly or indirectly has an adverse effect on the District;
8. Consumption of alcoholic beverages on the job;
9. Immoral conduct;
10. Illegal use of narcotics;



11. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter 1 Part 1.5, Division 6 of the Health and Welfare Code;
12. Conviction of a felony or any crime involving moral turpitude;
13. Repeated, unexcused tardiness;

14. Repeated, unexcused failure to report to work as assigned;
15. Abuse of illness leave privileges;
16. Excessive absence which is detrimental to the District;
17. Abandonment of position;
18. Inability to work harmoniously with others to such a degree that District functioning is disrupted;
19. Failure to maintain such conditions and standards required by the District Job Description;
20. Negligent or intentional damage to District property;
21. Disorderly conduct which has a detrimental effect on the operation of the District;
22. Evident unfitness for service;
23. Failure to maintain licenses or certificates required by law for the job;
24. Failure to adequately perform bona fide requirements of the position held;
25. Physical and/or mental inability to perform assigned duties;
26. Engaging in political activity during assigned hours of work;
27. Falsifying relevant information on application forms and other District records;
28. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
29. Advocacy of overthrow of Federal, State, or Local Government by force, violence, or other unlawful means.
30. Membership in the Communist Party.

C. Disciplinary Action Procedure:

1. Written Notice:

A permanent employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

- a. Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made which occurred prior to the employee's becoming permanent.

- b. Right to a Hearing: The employee may request a hearing in writing within five (5) work days after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the five (5) work days shall be deemed to be a waiver of the right to the hearing.
- c. Access to Material: The employee may, upon request, obtain copies of the material upon which the charges are based.
- d. Immediate Suspension: Following (1) below, an employee may be immediately suspended without pay pending a hearing for causes listed in B. Cause, Sections 8 through 12, and incompetency due to mental disability, willful refusal to perform regular assignments without reasonable cause, or under other circumstances in which it would be seriously detrimental to the health and safety of the District employees and the pupils. A permanent employee who demands a hearing shall continue to be paid his/her regular salary during the period of suspension and until the entry of the decision of the Board of Education, if and during such time as he/she furnishes to the School District a suitable bond, or other security acceptable to the Governing Board, as a guarantee that the employee will repay to the School District the amount of salary so paid to him/her during the period of suspension in case the decision of the Board is that he/she shall be disciplined. If it is determined that the employee may not be disciplined, the Board shall reimburse the employee for the cost of the bond.

- i. Informal Hearing:

Immediate suspension without pay may be ordered by the Superintendent or his/her designee after the employee has been provided a copy of the charge(s) against him/her and has been given an opportunity to be heard by the administrator having responsibility to recommend dismissal. However, this shall not apply to suspension without pay for a period of five (5) days or less.

2. Hearing:

- a. The hearing shall be held within a reasonable period of time, but not less than five (5) workdays after the filing of a request for a hearing.
- b. If the employee does not request a hearing by the set date, disciplinary action may be taken without a hearing.
- c. The employee may be represented at a hearing by a representative of his/her choice.
- d. The hearing shall be conducted before the Board of Education or before a hearing officer, who shall make a recommendation to the Board, at the option of the Board.

- e. The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine adverse witnesses.

3. Results of the Hearing:

A written decision shall be sent to the employee and CSEA, including the findings of fact and action taken by the Board of Education.

4. Non-Arbitration Alternative:

The decision rendered as a result of disciplinary hearing shall not be subject to the arbitration alternative of the grievance procedure.





**ARTICLE XVIII**  
**RECLASSIFICATION OF POSITION(S)**

- A. If the District proposes to reclassify a position or a class of positions, it shall notify CSEA in writing. Negotiations on the effects of the reclassification shall be held at the request of either party.
- B. Comparable Worth:

The purpose of the Comparable Worth Committee is to recommend the salary range for the new position and reclassification of Board approved changes in descriptions.

1. The Comparable Worth Committee shall consist of four members from management, four members from CSEA, one alternative from CSEA and one alternate from Management. CSEA committee members are appointed by the CSEA, and Management members are appointed by the Superintendent or designee. Any committee members needing to be absent should contact the alternative to attend the meeting.
2. The members of the Comparable Worth Committee will review and revise the Point Factor System for rating ranges of positions as appropriate or as needed.
3. The first meeting of each school year will be held in October as an organizational meeting of the new and returning members. The last meeting of the year will be held in May to wrap up, year-end reports, etc. The Committee will meet other times during the year as needed.
4. The Committee shall establish written procedures and processes as appropriate.







**ARTICLE XIX**  
**ABOLITION OF POSITION(S)**

- A. If the District proposes to abolish a position or class of positions, it shall notify CSEA in writing. Negotiations on the effects of the abolition shall be held at the request of either party.





**ARTICLE XXI  
LAYOFF OR REDUCTION OF HOURS AND  
REEMPLOYMENT**

A. Reason for Layoff or Reduction of Hours:

Layoffs or reduction of hours shall occur only for a lack of work,-lack of funds, or expiration of a specially funded program. (The District shall make good faith efforts to avoid layoffs by voluntary reassignments, voluntary transfers, voluntary retirements and retraining when practical. Additionally, every effort will be made to assure that those employees with greatest District seniority, regardless of classification, shall be retained to the fullest degree possible in a District position.)

B. Notice of Layoff or Reduction of Hours:

1. When the District determines to layoff or reduce hours for classified positions for the ensuing school year for lack of work or lack of funds, it shall provide notice to the affected employee in accordance with Education Code Section 45117 by no later than March 15.
2. When the District determines classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall give an affected employee a minimum of 60 days' notice of layoff consistent with Education Code Section 45117(g).
3. Except for layoffs proceeding due to the expiration of specially funded programs, the District shall notify CSEA **in writing** of any intent to implement a reduction of employees to become effective at the end of the school year. The intent is to inform CSEA of reductions that may require it to demand to bargain the effects of layoff. CSEA will have 10 workdays to demand to bargain. The District shall notify CSEA in writing if a final layoff determination differs from the reductions presented to CSEA in the previous notice.

C. Order of Layoff:

1. Seniority Calculations and Order: Seniority shall be calculated by each employee's initial hire date in the District regardless of the number of classifications held simultaneously and/or consecutively. Employees hired on the same date within a classification shall be placed on the seniority list in order as determined by the lottery held within 30 days of being hired into the classification as provided by Article VIII, Section D.2., Initial Placement of Employees. This will establish the order of seniority.

2. Layoffs will be conducted in accordance with the Education Code. Layoffs shall be affected within a classification. The order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

D. Bumping Rights for Layoffs or Reduction of Hours:

1. Employees who are given notices of layoff or reduction of hours shall have displacement or bumping rights as herein agreed. Bumping rights allow more senior employees to displace (“bump”) more junior employees in a classification they serve or have served. An employee laid off or with reduced hours from their present position may bump into a higher or lower classification in which they currently or previously served by order of seniority. The employee may continue to bump into lower classes in which they have served to avoid layoff or reduction of hours.
2. Employees who are bumped by a more senior employee shall be free to exercise their bumping rights similarly.
3. Employees must exercise their bumping rights within the timelines provided in the layoff notice or they shall forfeit the right to bump. The involved parties may mutually agree to extend the agreed upon timelines.

E. Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping will be placed on the reemployment list and maintain their reemployment rights under this Agreement.

F. Reemployment Rights:

1. Employees who are laid off or have a reduction of hours shall be placed on a reemployment list by the District and are eligible for reemployment to their classification, according to order of seniority, for thirty-nine (39) months and shall be reemployed in the reverse order of layoff or hour reduction.
2. All rights acquired shall be restored at the time of reemployment from the reemployment list.
3. In addition, they shall have the right to apply for promotional positions within the posting period specified in this Agreement. An employee on the reemployment list shall be notified of promotional opportunities.

G. Voluntary Demotion or Voluntary Reduction in Assigned Time:

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be granted the same rights as persons laid off in order of seniority and shall retain reemployment eligibility for an additional period of up to 24 months pursuant to Education

Code Section 45298 (b), provided that the same tests of fitness under which the employee qualified for appointment to the class still apply.

H. Notification of Reemployment Opening:

A Bargaining Unit Member may select the method they are notified of vacancies from the following: email, U.S. mail, or receiving the postings at their work site. If the Bargaining Unit member does not provide the District with a valid email address and they are not employed they will be notified by U.S. mail. If the Bargaining Unit Member does not notify the District of the method they prefer, they will continue to receive the postings at their site. If the Bargaining Unit Member is not employed, they will continue to receive the postings by U.S. mail.

I. Reemployment in Highest Class:

Employees shall be reemployed in the last held job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

J. Employee Notification to District:

An employee shall notify the District of their intent to accept or refuse reemployment within two (2) working days following a verbal offer of reemployment, or following their signed receipt of a certified mail offer of reemployment. An employee on the reemployment list may decline 1 (one) make whole offer of reemployment in their former range and classification before being removed from the reemployment list. After the refusal, no additional offers need to be made. They may decline up to 3 partial offers of reemployment. After partial offers of reemployment, the employee's name shall remain on the 39 (thirty-nine) month/63 (sixty-three) month reemployment list. However, it shall be the responsibility of the employee to notify the District of their interest in posted positions. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice.

K. Layoff Appeal:

Employees' notices of layoff shall inform them of their right to appeal the District's decision to determine if there is cause for not reemploying the employee for the ensuing year, in accordance with those procedures set forth in Education Code Section 45117.

L. Seniority During Involuntary Unpaid Status:

All unit members shall retain their original seniority date and placement, while on the 39-month reemployment list. During such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

M. Vacancies:



Laid off employees are entitled to a vacancy which was not previously held by the employee, if he/she is qualified, before the District can hire from outside. This does not preclude current employees from being transferred or promoted to a vacancy prior to the District considering a laid off employee for the vacancy. This provision includes higher positions, lower positions, and lateral positions (Ed. Code 45298). An employee "is qualified" based upon the District's regular hiring criteria for a given position, which includes the interview process.

In the event of a vacancy, the District shall:

1. Offer the vacancy to any employee on the reemployment list who holds seniority in the same classification (same job title and range);
2. If no one on the rehire list holds seniority in the same classification, post the vacancy for transfer opportunities.
3. If the position is not filled through transfer all qualified bargaining unit member applicants meeting the minimum qualifications will be included in the hiring process, which includes an interview.
4. If the vacancy is not filled by a bargaining unit member, the District may recruit from outside the District.

N. Volunteers:

Volunteers may be used to enhance the District's educational programs but not to displace classified employees. No volunteers shall be utilized in lieu of classified employees who have been laid off or reduced in time assignments.

O. Substitutes:

Employees who are laid off shall be permitted, at the option of the employee, to serve as substitutes in classifications from which they were laid off in the absence of a qualified incumbent, provided the laid off employee notifies the District of his/her desire to be placed on the substitute list.

P. Retirement in Lieu of Layoff:

1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
2. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with paragraph G. of this Article. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff or lack of work or funds. If the employee is offered, and accepts in writing an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.
3. The District agrees that when an offer of reemployment is made to an eligible

person retired under this Article, the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed ten (10) working days to terminate his/her retired status.

4. An employee subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which he/she was laid off shall be deemed to be permanently retired.
5. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

Q. Seniority Roster:

The District shall maintain an updated seniority roster including each employee's hire date in the District, his/her current classification(s) and all other classifications held. Such rosters shall be available to CSEA upon request and this shall be given within five (5) working days.

R. Benefits of Laid Off Employees:

Employees who are fully laid off shall be entitled to and issued pay, including vacation and earned wages through their last day of employment prior to the effective date of the layoff. Sick leave accrued shall be retained for thirty-nine (39) months and credited to the employee if reemployed during that period. The District shall transfer, upon request, an employee's accrued sick leave to any school district in California in which the laid off employee is employed within a one (1) year period.

- S. Nothing herein shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by paragraph B hereof.





**ARTICLE XXI**  
**GRIEVANCE PROCEDURE**

A. Purpose:

The purpose and intent of this procedure is to secure, at the lowest possible administrative level, prompt, orderly and equitable solutions to the problems which may arise from time to time affecting the employment conditions of the classified staff represented by CSEA.

B. Definitions:

1. Grievance: A grievance is a written claim by a grievant that a controversy, dispute or disagreement of any kind exists arising out of or in some way involving an alleged misinterpretation, misapplication, or violation of this Agreement.
2. Grievant: An employee, group of employees or CSEA, Chapter 149.
3. Party in Interest: Person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Respondent: Any management employee against whom a grievance has been filed.
5. Days:
  - a. During school calendar year -- regular working days
  - b. Summer months -- days District Office is open
6. Grievance File: All materials pertaining to a specific grievance shall be compiled in a grievance file. The specific case file shall be forwarded to the next level of the grievance upon appeal of the grievant. The summary shall be placed in the grievance file with the Personnel Office and filed separately from the personnel records of the grievant.

C. Steps:

1. An informal conference with the grievant's immediate supervisor.
2. A discussion on a written claim with the school principal or immediate supervisor with a written decision.
3. An appeal to the Assistant Superintendent of Human Resources with a written decision.
4. An appeal to the Superintendent.
5.
  - a. Advisory Arbitration
  - b. Appeal to Board of Education



C. Procedure:

Step 1: Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor, within ten (10) days after the grievant knew or should have known of the event or circumstances occasioning the grievance.

Step 2: The grievant shall first discuss the written grievance (Appendix E--Grievance Form) with his/her immediate supervisor, either directly or through a representative of the CSEA, with the objective of resolving the matter; the respondent may also have a representative present. In the event that the grievant elects to have his/her representative accompany him/her in approaching his/her immediate supervisor or elects to have his/her representative handle the discussion, he/she shall not be compelled to discuss the grievance prior to such discussion. If the immediate supervisor does not schedule such a discussion within three (3) days of the request for it, the grievant may file a written grievance with the Assistant Superintendent of Human Resources. Results of the meeting shall be put in writing by the principal or immediate supervisor within five (5) days after the meeting and given to the grievant. If the discussion does not result in a satisfactory resolution, the grievant may file a written grievance with the Assistant Superintendent of Human Resources. Such written presentation of the grievance should be filed within ten (10) days after the discussion with the immediate supervisor, or within thirteen (13) days after the request for such discussion, if no discussion is held.

Step 3: Within five (5) days after the receipt of the written grievance by the Assistant Superintendent of Human Resources, the Assistant Superintendent of Human Resources shall meet with the parties-in-interest. Any charges or factual evidence by either party which are not used for or against the grievant shall not be admissible at the arbitration step unless they are revealed and/or discussed at the Step 3 meeting. Charges or evidence used against the grievant shall be made known to the grievant. A written decision on the matter shall be rendered by the Assistant Superintendent of Human Resources within fifteen (15) days of this meeting. If the discussion does not result in a satisfactory resolution, the grievant may file a written grievance with the Superintendent. Such written presentation of the grievance should be filed within ten (10) days after receipt of the decision rendered by the Assistant Superintendent of Human Resources.

Step 4: Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the parties-in-interest. Any charges or factual evidence by either party which are not used for or against the grievant shall not be admissible at the arbitration step unless they are revealed and/or discussed at the Step 4 meeting. Charges or evidence used against the grievant shall be made known to the grievant. A written decision on the matter shall be rendered by the Superintendent within fifteen (15) days of this meeting.

Step 5.a.:



- (1) If the grievant is not satisfied with the decision rendered pursuant to Step 4, he/she may submit a request in writing to CSEA for advisory arbitration of the dispute.
- (2) Said request shall be made within ten (10) days.

- (3) Upon receipt of the written request, CSEA may within ten (10) days request the American Arbitration Association to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Superintendent. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent and CSEA shall either mutually agree upon an arbitrator or notify the American Arbitration Association to select an arbitrator in accordance with its rules.
- (4) The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally by the District and CSEA, except that if the Board does not comply with the recommendation of the arbitrator, the entire arbitrator and court reporter fees shall be paid by the District. Any additional expenses shall be borne by the party incurring such expenses.
- (5) The rules of the American Arbitration Association shall govern the arbitration with the exceptions stated within this Article. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.
- (6) The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, CSEA and the grievant.

Step 5.b:

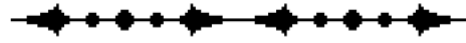
- (1) In the event that either party is not satisfied with the advisory decision of the arbitrator, under Step 5a, he/she may appeal the advisory decision in writing within ten (10) days to the Board of Education for review.
- (2) If, upon review of the advisory decision of the arbitrator, the Board of Education determines that it is unable to render a final determination based on the written decision, it may reopen the record for the taking of additional evidence.
- (3) The written decision of the Board of Education shall be final and binding upon all parties and rendered no later than the second regular Board meeting after receiving the appeal; however, the grievant shall not be barred from pursuing the grievance through any legal remedy.

E. Guidelines Appropriate to All Levels of the Procedure:

1. The claim shall become a grievance when filed in writing. It shall be filed no later than twenty (20) days from the act or condition which is the basis of the complaint.
2. A copy may be delivered by the grievant to CSEA. Both parties may solicit the advice of, counsel of, and may be represented by, their employee association or legal counsel.
3. The procedure is not intended to deny the right of any individual to seek a satisfactory solution by himself/herself.

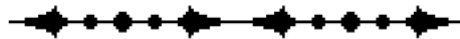
4. No employee shall suffer reprisal for having presented a grievance, for having represented an employee, or for having been a participant in the grievance case.

5. Forms and other documents prepared by mutual agreement between the District and the recognized employee organization to implement the grievance procedure are to be made available to the administration at each building and to CSEA.
6. CSEA may represent an employee or group of employees if requested in writing.
7. The forms and other documents are to designate specifically the time limits and responsibility of communication, notices and papers for either the grievant or respondent at each step of the grievance procedure.
8. All communications, notices and papers required to be in writing shall be either served by United States Certified Mail or personally delivered to addressee, return receipt requested.
9. All documents and matters of record dealing with the processing of a grievance shall be filed in a grievance file at the Personnel Office. A grievant may review his/her own personnel file to make available any pertinent documents. The grievant shall give written authorization if he or she wishes copies of any document from the grievant's personnel file sent to any committee or person. The grievant's file may be part of a personnel file if so requested by the grievant.
10. Employees required to be absent from their duties when directly involved in the grievance proceedings shall not suffer any loss of pay from the District. Grievances shall ordinarily be processed after working hours and only if necessary shall they be done during regular work days.
11. The number of days at each step of the grievance may be modified by mutual written consent of the parties to the grievance, not to exceed twenty (20) days for each step. The timelines in the procedure are maximums and emphasis should be placed on an expeditious resolution of the problem.
12. Failure to follow time limits or procedures set forth waives any further rights of the grievant or CSEA to proceed with the grievance.
13. In the event that a grievance is filed after May 15, and a strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school year.
14. In the event the grievance procedure extends to the summer months, the number of days at each step may be extended with mutual written consent of the grievant and respondent.
15. Pursuant to provision 3543 of the Government Code, the District shall provide a copy of the grievance and the proposed resolution to CSEA to provide an opportunity for CSEA to file a response prior to agreeing to the resolution.



**ARTICLE XXII**  
**SAVINGS PROVISIONS**

- A. If any provisions of this Agreement are held to be contrary to any applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- B. In the event of suspension or invalidation of any part or portions of this Agreement, a meeting to negotiate any possible (mutually agreed upon) replacement for the invalidated part or portions shall be held at the request of either party within fifteen (15) working days after such determination.
- C. Any classified employee District Policies and provisions of the Classified Handbook concerning negotiable matters, as defined by Section 3543.2 of Chapter 961 of the Government Code, not covered in this contract shall remain as they exist as of this date unless changed through existing policy development procedures as outlined below:
1. When there is a need for a new policy or an existing policy needs revision, the suggestion for this action may come from CSEA or the Administration and shall be submitted to the Superintendent, who shall then submit it to the Board for information.
  2. At the same time it is submitted to the Board, a copy shall be forwarded to the President of CSEA #149 for review.
  3. When the new policy, or policy revision, appears on the Board Agenda for information, the employee organization shall have the opportunity to present their position verbally or in writing.
  4. The Board may either request the Superintendent to hold the policy for additional information or place it on the next agenda for action.





**ARTICLE XXIII  
MAINTENANCE OF OPERATIONS**

- A. The CSEA agrees that there will be no concerted activity associated with labor disputes during the term of this Agreement.
- B. The District agrees that it will not engage in any form of lockout of employees during the term of this Agreement.

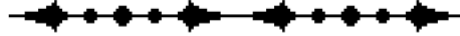






**ARTICLE XXIV**  
**COMPLETION OF MEET AND NEGOTIATE**

- A. During the term of this Agreement, both the District and CSEA agree that negotiations on any subject or matter not expressly provided for as negotiable in this Agreement, shall not be conducted unless mutually agreed upon by both the District and CSEA.





**ARTICLE XXV  
DURATION**

- A. The parties agree that it is in the best interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end, the parties agree as follows:
1. The California School Employees Association, Chapter 149, and the Salinas District agree to a collective bargaining agreement between CSEA and the District with a term of **July 1, 2021 to June 30, 2024**
  2. Pursuant to the provisions of this Agreement, the parties shall have reopeners during the **2021-2024 term**
    - i. For Fiscal year 2022-2023, Article 8: Pay and Allowances and Article 9: Health and Welfare Benefits shall be opened, and in addition, the District and CSEA may each open two (2) articles.
    - ii. For the Fiscal year 2023-2024, Article 8: Pay and Allowances and Article 9: Health and Welfare Benefits shall be opened, and in addition, the District and CSEA may each open up two (2) articles.
  3. In addition, the parties may mutually agree to negotiate over any topic within scope.
  4. Nothing in this agreement shall be construed as limiting any rights the parties retain under the provisions of the Educational Employment Relations Act.





**ARTICLE XXVI  
PROFESSIONAL GROWTH**

A. Definition:

1. Professional Growth: A systematic job-related plan of study, whereby eligible employees shall receive professional growth incentives for increased individual competence through approved study.
2. Job Related Study: Enhancement of skills directly applicable to present job assignment.
3. Eligible: Permanent employees on paid status.
4. Professional Growth Unit (PGU): A PGU is attained through the completion of approved study. College or community college credit shall accumulate at the rate of one (1) PGU per one (1) semester unit. Adult School approved in-service programs, approved trade extension classes and approved correspondence schools shall accumulate at the rate of eighteen (18) hours of class attendance equals one (1) PGU.
5. Courses In Areas Suitable For The Professional Growth Award:
  - a. "Job-related courses" - related to the technical or specialized aspects of the employee's position.
  - b. Courses meeting requirements of the employee's declared major.
  - c. Workshops, institutes and/or courses meeting prior approval. (18 classroom hours = 1 unit)
  - d. Courses of a general education value which would improve the employee's job performance level.
6. Exempt Training: Training for which the District pays expenses or taken during paid time will not be eligible for professional growth units.

B. Application:

1. Credit may be granted only for course work which began on or following the first date of hire.
2. The District application form (CSD 75), Classified Professional Growth Request, shall be submitted to the Assistant Superintendent of Human Resources or designee for approval at least five (5) business days prior to the start of the course and must include the start and end date of the course. The Assistant Superintendent of Human Resources or designee shall approve or disapprove the request within ten (10) business days of receipt of the request.



C. Awards:

1. Employees may earn a maximum of three (3) awards. Each award is equal to three percent (3%) of their regular monthly salary.
  - a. Each award is earned after completion of twelve (12) PGUs. One (1) of the three (3) awards may be four percent (4%) earned after completion of fifteen (15) PGUs.
2. Professional Growth awards shall be effective two (2) months after the transcripts or other proof of completion of course(s) have been received by the District.

D. Method:

1. An employee shall qualify for the three percent (3%) salary award upon the successful completion of twelve (12) PGUs of approved coursework. Successful completion means the receipt of a grade C or better or equivalent if grades are not issued.
2. The coursework may be taken at an accredited college, junior college, or adult school, approved in-service programs, approved trade extension classes, approved correspondence schools, or any combination thereof.
3. Approved PGUs which exceed the number required for a professional growth increment may be applied towards the next succeeding increment, if the requesting employee is eligible for future increments.
4. Courses, workshops or institutes taken prior to employment are not eligible for application towards professional growth increments.
5. Courses, workshops or institutes paid for by the District are not eligible for professional growth increments.
6. It shall be the responsibility of the employee to submit official transcripts or an official document to substantiate the completion of the approved coursework to the Human Resources Office.
7. Modifications and extensions of the original declaration of intent due to illness or other extenuating circumstances may be granted upon request. If an employee desires to change a course or activity listed on the original declaration, a written request must be submitted for approval prior to beginning the course or activity.

E. Appeal:

1. A unit member who has been denied approval of proposed course work may file a written appeal with the Professional Growth Committee. If the appeal is rejected by the Committee, the unit member may submit the appeal to the Superintendent.



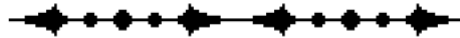
2. The Superintendent's decision shall be final.
3. Appeals must be filed within thirty (30) calendar days of the date of notification of the decision on the acceptability of the application.

F. Professional Growth Committee:

1. A Professional Growth Committee shall be formed for the purpose of reviewing Professional Growth application(s) that have been denied by the Assistant Superintendent of Human Resources or designee.
2. The committee shall consist of six (6) employees of the District.
  - a. Three (3) of these members shall be representatives of the District Administration named by the Superintendent or their designee and three (3) members shall be representatives of the classified unit and named by CSEA. Committee members shall be appointed beginning January 1.
  - b. The chairperson shall be elected by the Committee for a one (1) year period beginning January 1. The name of the chairperson shall be reported in writing to the Assistant Superintendent of Human Resources immediately following their election.

G. Grievance:

Problems or concerns pertaining to approval or disapproval of professional growth units shall be submitted in writing to the Professional Growth Committee and shall not be subject to the grievance procedures. Violations of the procedures set forth herein shall be grievable.





<b>ARTICLE XXVII DEFINITIONS</b>
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The definitions contained herein are solely for the purpose of clarification. This article and its definitions in and of themselves are not subject to the grievance procedure.

1. **Academic Year:** Begins with the first day of student instruction and ends with the last day of student instruction.
2. **Accrued:** Already earned.
3. **Accumulate:** To become greater in quantity or number.
4. **Agreement:** When capitalized, equals contract.
5. **Anniversary Date:** One year from date first hired as a regular classified service employee regardless of classification in which hired (and each year from that date thereafter) or, if specified in the language, one year from the date of promotion and each year from that date thereafter.
6. **Article:** Major subdivision of an Agreement (contract) consisting of Sections and Subsections.
7. **Bumping Rights:** Right to displace a less senior employee in a lay-off.
8. **Cause:** A ground for legal disciplinary action as contained in Disciplinary Action Article.
9. **Class:** Positions which are sufficiently alike in duties, knowledge, skills, ability and education.
10. **Classification:** Positions in a classification bear the same job title and salary range. A classification may contain a single position. The act of placing a position in a classification according to its duties, educational and skill requirements, responsibilities, and authority. Also, the position once it is placed in a class.
11. **Classified Employee:** For the purposes of this Agreement, any classified service employee performing all or part of the duties of the classifications specified in Appendix A or any new classification(s) added to Appendix A, except substitute in those positions.
12. **Compensatory Time: (In lieu time)** Paid release time from work taken in lieu of cash payment for overtime/extra time.
13. **Date of Hire:** Date first employed as a classified service employee with the District.
14. **Day:** The time in which any act provided in this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday, and then it is also

excluded. The word "day" in this Agreement is as it is defined in the provision in which it appears or to which it relates. If undefined in any provision, "day" shall mean calendar day.

15. **Disciplinary Action:** Any action whereby an employee is dismissed, suspended, demoted, or re-assigned involuntarily.

16. **Discriminate:** Illegally treat differently than other employees in similar circumstances and/or illegally treat in such a way as to harm.
17. **Donor:** One who donates sick leave.
18. **Extra Time:** Time worked in excess of regular assigned hours for which regular (straight time) salary is paid.
19. **Fiscal Year:** July 1 through June 30.
20. **Formal:** In writing (typed, written, printed).
21. **In Lieu Time:** In the place of; instead of.
22. **Incompetent:** Inadequate; lacking the qualities needed for effective action.
23. **Inefficiency:** Not producing the effect intended; wasteful of time and/or energy.
24. **Informal:** Not reduced to written form (typed, written, printed).
25. **Initial Probationary Period:** Six-month period immediately following date of hire in classified service.
26. **Job Description (aka Job Duty Statement):** A written statement of the duties, degree of supervision and qualifications required (education, experience, skills, etc.) of a classification.
27. **Lateral Move:** Movement to a vacancy with same job title regardless of hours.
28. **Lay-Off:** Change in employment status for employed to unemployed while maintaining re-employment and other specified rights (see Lay-Off Article).
29. **Management Employee:** Any District employee legally designated "management" by PERB.
30. **Minimum Qualifications:** Education skills, experience, license requirements and other qualifying factor required for any given classification as stated in the job description.
31. **Paid Status:** Receiving pay.
32. **PERB:** Public Employment Relations Board. The governing body over collective bargaining pursuant to the Educational Employees Relations Act (EERA).
33. **Permanent Employee:** Classified service employee who has completed his/her initial probationary period, as defined in probation.
34. **Position:** Specific job description and job title.

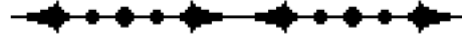
35. **Promotion:** A movement to a vacancy of a different title with a higher salary placement regardless of hours. The term “promotion” shall not mean any reclassification or normal salary schedule step advancement.
36. **Pro-Rata:** To divide, distribute, or assess proportionately.

37. **Probation:** Period of initial assessment during which an employee may be dismissed without notification of cause or right to hearing (initial probation) or returned to previous position
38. **Probationary Employee:** Employee serving an initial 6 months probationary period.
39. **Promotional Transfer Probationary Employee:** Employee serving an eighty (80) working day probationary period in a promotional position.
40. **Recipient:** One who receives sick leave.
41. **Regular Employee:** Classified service employee, whether in probationary or permanent status.
42. **Route:** Combination of runs (transportation language).
43. **Runs:** Segments of a route (transportation language).
44. **School Team:** School employees within the same school site with similar job descriptions and responsibilities-i.e. Head Custodian, Custodian, Clerk Typist, School Secretary, Food Associate I, Food Associate II and Lead Cook
45. **School Year:** The school year begins on the first day of July and ends on the last day of June.
46. **Section:** Subdivision of an Article relating to the same subject matter as the Article itself.
47. **Shall and Will:** Both mandatory terms. One equals the other.
48. **Short-Term Employee:** Any person who is employed to perform a service for the District, upon the completion of which, the service or similar services will not be extended or needed on a continuing basis. A person employed in a position in excess of 195 days is a classified service employee and is not a short-term employee.
49. **Subsection:** Subdivision of a section.
50. **Substitute (noun):** A non-classified service employee performing the duties of a classified service employee in his/her absence or a non-classified service employee employed to fill a vacant position during the hiring process for the position. Employment of a substitute in the latter circumstance shall not exceed sixty (60) calendar days.
51. **Substitute (verb):** To fill in for (do the duties of) an employee in his/her absence or fill a vacant position during the hiring process.
52. **Supervisory Employee:** Any District employee designated supervisory by agreement of CSEA and the District or by decision of PERB.
53. **Transfer:** The term “transfer” shall mean movement to a vacancy with same job title regardless of hours. It is a lateral movement.



54. **Vested:** Having the character or given the rights of absolute ownership.
55. **Workday:** Day when employee is normally required to work.

56. **Work Year:** The total days an employee is in paid status between the beginning and ending dates of employee's assignment.





DISTRICT REPRESENTATIVES

CSEA REPRESENTATIVES

 5/22/24  
Assistant Superintendent, Human Resources

  
CSEA President

  
CSEA Negotiation Team Chairperson

  
CSEA, Labor Relations Representative



<b>Appendix A</b>
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Behavior Intervention Specialist	Lead Bus Driver	Staff Secretary
Breakfast Monitor	Lead Cook	Supervisor One to One
Bus Driver	Lead Food Service Assoc. I	Technical Services Clerk – District Office
Bus Driver Trainer	Library Assistant I	Technical Services Clerk – Migrant
Business/Benefits Secretary	Library Assistant II	Technical Services Clerk–Food Service
Categorical Analyst	Licensed Vocational Nurse	Technical Services Clerk– Payable
Card Collector	Local Area Network & Hardware Technician I	Technical Services Clerk - Personnel
Campus Supervisor	Local Area Network & Hardware Technician II	Technical Services Clerk– Preschool
Cook	Maint/Mach Operator (Lawn Mower)	Tech Services Clerk–Special Ed
Custodian	Maintenance & Operations Secretary	Tech Services Clerk–Special Projects
Delivery Truck Driver	Maintenance Team Leader	Translator
Electronic Technician	Maintenance Worker I	Translator Clerk
English Learner Site Liaison	Maintenance Worker II	Typist Clerk I
Extended Day Care Aide	Maintenance Worker III	Typist Clerk II
Fire Safety Patrol	Migrant Identification, Recruitment and Health Coordinator	Vehicle Rider
Food Service Accounting Tech.	MIS Support Technician	
Food Service Associate I	Office Clerk I	
Food Service Associate II	Operations Secretary	
Food Service Attendant	Parent Coordinator	
Food Service Clerk	Payroll Technician	
Food Service Truck Driver/Warehouseman	Personnel Tech—Certificated	
Head Custodian	Preschool Instructional Associate	
Health Aide	Preschool Parent/Community Liaison Coordinator	
Health Coordinator	School Administrative Secretary	
Homework Assist./Supervisor of Activities	School Bus Driver Instructor - Trainer	
IMC Technician	School Community Coordinator I	
Information Technology Support Technician	School Community Coordinator II	
Instructional Aide I		
Instructional Aide II		
Instructional Aide Special Ed.		

**APPENDIX B**

**DUES SCHEDULE/SERVICE FEE SCHEDULE**

As approved by Conference Delegates 1990

The state per capita membership dues of this Association are, as approved by this Association's annual conference delegates in accordance with the Association's Bylaws, as follows:

<b>Effective July 1, 2008</b>	
<b>Annual Salary</b>	<b>Annual Dues Rate</b>
\$ 0 - \$23,167	1.5% of Annual Salary
\$23,168 and over	\$347.50

The dues rates are to be applied according to the member's annual salary based on placement on the salary schedule as of each July 1, and including longevity, professional growth, and projected anniversary increments. Dues are to be deducted on a 10-month basis, September through June, inclusive.

**Note:** The above schedule applies to State Association per capita dues only. **Local CSEA chapter dues must be included for the total deduction amount.**

**Appendix C-1**  
**2021-2022**



SALINAS CITY ELEMENTARY SCHOOL DISTRICT  
2021-22  
CLASSIFIED SALARY SCHEDULE  
\*\*Approved 4% Increase Jan-June 2022\*\*

CLASS TITLE	RANGE	A		B		C		D		E	
	No.										
<b>AIDE, LIBRARY &amp; RELATED CLASSES</b>											
Breakfast Monitor	17	16.39	2,841	17.21	2,983	18.07	3,132	18.97	3,288	19.92	3,453
Campus Supervisor	20	17.65	3,059	18.53	3,212	19.46	3,373	20.43	3,541	21.45	3,718
English Learner Site Liason	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
Extended Day Care Aide	15	15.60	2,704	16.38	2,839	17.20	2,981	18.06	3,130	18.96	3,286
Health Services Technician	25	19.97	3,461	20.97	3,635	22.02	3,817	23.12	4,007	24.28	4,209
Library Technician	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
Licensed Vocational Nurse	36	26.19	4,540	27.50	4,767	28.88	5,006	30.32	5,255	31.84	5,519
Paraeducator I	25	19.97	3,461	20.97	3,635	22.02	3,817	23.12	4,007	24.28	4,209
Paraeducator II	27	20.98	3,637	22.03	3,819	23.13	4,009	24.29	4,210	25.50	4,420
Paraeducator III	32	23.73	4,113	24.92	4,319	26.17	4,536	27.48	4,763	28.85	5,001
Parent Coordinator	26	20.47	3,548	21.49	3,725	22.56	3,910	23.69	4,106	24.87	4,311
Preschool Instructional Associate	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
PreSch Parent Comm Liaison Coord	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
School-Community Coord I	26	20.47	3,548	21.49	3,725	22.56	3,910	23.69	4,106	24.87	4,311
School-Community Coord II	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
Supervisor One to One	19	17.22	2,985	18.08	3,134	18.98	3,290	19.93	3,455	20.93	3,628
<b>CUSTODIAN &amp; TRUCK DRIVING CLASSES</b>											
Bus Driver	27	20.98	3,637	22.03	3,819	23.13	4,009	24.29	4,210	25.50	4,420
Bus Driver Instructor	35	25.55	4,429	26.83	4,651	28.17	4,883	29.58	5,127	31.06	5,384
Custodian	23	19.00	3,293	19.95	3,458	20.95	3,631	22.00	3,813	23.10	4,004
Delivery Truck Driver	19	17.22	2,985	18.08	3,134	18.98	3,290	19.93	3,455	20.93	3,628
Electronic Technician	35	25.55	4,429	26.83	4,651	28.17	4,883	29.58	5,127	31.06	5,384
Fd Svcs Trk Drvr/Whseman	22	18.54	3,214	19.47	3,375	20.44	3,543	21.46	3,720	22.53	3,905
Fire Safety Patrol Person	20	17.65	3,059	18.53	3,212	19.46	3,373	20.43	3,541	21.45	3,718
Head Custodian	30	22.59	3,916	23.72	4,111	24.91	4,318	26.16	4,534	27.47	4,761
LAN Tech I	36	26.19	4,540	27.50	4,767	28.88	5,006	30.32	5,255	31.84	5,519
LAN Tech II	38	27.51	4,768	28.89	5,008	30.33	5,257	31.85	5,521	33.44	5,796
Maint/Mach Opr (Lawn Mower)	26	20.47	3,548	21.49	3,725	22.56	3,910	23.69	4,106	24.87	4,311
Maintenance Team Leader	38	27.51	4,768	28.89	5,008	30.33	5,257	31.85	5,521	33.44	5,796
Maintenance Worker I	18	16.80	2,912	17.64	3,058	18.52	3,210	19.45	3,371	20.42	3,539
Maintenance Worker II	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
Maintenance Worker III	34	24.93	4,321	26.18	4,538	27.49	4,765	28.86	5,002	30.30	5,252
Technology Specialist	39	28.20	4,888	29.61	5,132	31.09	5,389	32.64	5,658	34.27	5,940
Vehicle Rider	25	19.97	3,461	20.97	3,635	22.02	3,817	23.12	4,007	24.28	4,209
<b>FOOD SERVICE CLASSES</b>											
Cook	27	20.98	3,637	22.03	3,819	23.13	4,009	24.29	4,210	25.50	4,420
Food Service Associate I	19	17.22	2,985	18.08	3,134	18.98	3,290	19.93	3,455	20.93	3,628
Food Service Associate II	25	19.97	3,461	20.97	3,635	22.02	3,817	23.12	4,007	24.28	4,209
Food Service Attendant	24	19.48	3,377	20.45	3,545	21.5	3,721	22.54	3,907	23.7	4,103
Lead Cook	30	22.59	3,916	23.72	4,111	24.91	4,318	26.16	4,534	27.47	4,761
Lead Food Service Associate I	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533

Board Approved March 21, 2023

2021-2022

SALINAS CITY ELEMENTARY SCHOOL DISTRICT  
2021-22  
CLASSIFIED SALARY SCHEDULE  
\*\*Approved 4% Increase Jan-June 2022\*\*

CLASSIFIED SALARY SCHEDULE											
CLASS TITLE	RANGE	A		B		C		D		E	
	No.										
<b>SECRETARIAL, CLERICAL AND RELATED CLASSES</b>											
Accounting Specialist	36	26.19	4,540	27.50	4,767	28.88	5,006	30.32	5,255	31.84	5,519
Administrative Assistant I	28	21.50	3,727	22.58	3,914	23.71	4,110	24.90	4,316	26.15	4,533
Administrative Assistant II	33	24.32	4,215	25.54	4,427	26.82	4,649	28.16	4,881	29.57	5,125
Administrative Assistant III	35	25.55	4,429	26.83	4,651	28.17	4,883	29.58	5,127	31.06	5,384
Card Collector	15	15.60	2,704	16.38	2,839	17.20	2,981	18.06	3,130	18.96	3,286
Categorical Analyst	38	27.51	4,768	28.89	5,008	30.33	5,257	31.85	5,521	33.44	5,796
Credential Analyst	37	26.84	4,652	28.18	4,885	29.59	5,129	31.07	5,385	32.62	5,654
H.R. Specialist	36	26.19	4,540	27.50	4,767	28.88	5,006	30.32	5,255	31.84	5,519
Migrant Ident. & Recruitment Coord.	33	24.32	4,215	25.54	4,427	26.82	4,649	28.16	4,881	29.57	5,125
MIS Support Technician	30	22.59	3,916	23.72	4,111	24.91	4,318	26.16	4,534	27.47	4,761
Nutrition Program Clerk	26	20.47	3,548	21.49	3,725	22.56	3,910	23.69	4,106	24.87	4,311
Office Clerk	16	15.99	2,772	16.79	2,910	17.63	3,056	18.51	3,208	19.44	3,370
Program Administrative Assistant	31	23.15	4,013	24.31	4,214	25.53	4,425	26.81	4,647	28.15	4,879
Student Information System Specialist	39	28.20	4,888	29.61	5,132	31.09	5,389	32.64	5,658	34.27	5,940
Student Information Technician	35	25.55	4,429	26.83	4,651	28.17	4,883	29.58	5,127	31.06	5,384
Technology Support Specialist	39	28.20	4,888	29.61	5,132	31.09	5,389	32.64	5,658	34.27	5,940
Translator/Interpreter	29	22.04	3,820	23.14	4,011	24.30	4,212	25.52	4,423	26.80	4,645

Board Approved: March 21, 2023

**Appendix -C-2  
2022-2023**

<b>CLASS TITLE</b>	<b>RANGE No.</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>					
<b>AIDE, LIBRARY &amp; RELATED CLASSES</b>											
Breakfast Monitor	17	17.37	3,011	18.24	3,162	19.15	3,319	20.11	3,486	21.12	3,661
Campus Supervisor	20	18.71	3,243	19.65	3,406	20.63	3,576	21.66	3,754	22.74	3,942
English Learner Site Liason	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
Extended Day Care Aide	15	16.54	2,867	17.37	3,011	18.24	3,162	19.15	3,319	20.11	3,486
Health Services Technician	25	21.17	3,669	22.23	3,853	23.34	4,046	24.51	4,248	25.74	4,462
Library Technician	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
Licensed Vocational Nurse	36	27.77	4,813	29.16	5,054	30.62	5,307	32.15	5,573	33.76	5,852
Paraeducator I	25	21.17	3,669	22.23	3,853	23.34	4,046	24.51	4,248	25.74	4,462
Paraeducator II	27	22.24	3,855	23.35	4,047	24.52	4,250	25.75	4,463	27.04	4,687
Paraeducator III	32	25.16	4,361	26.42	4,579	27.74	4,808	29.13	5,049	30.59	5,302
Parent Coordinator	26	21.70	3,761	22.79	3,950	23.93	4,148	25.13	4,356	26.39	4,574
Preschool Instructional Associate	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
PreSch Parent Comm Liason Coord	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
School-Community Coord I	26	21.70	3,761	22.79	3,950	23.93	4,148	25.13	4,356	26.39	4,574
School-Community Coord II	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
Supervisor One to One	19	18.25	3,163	19.16	3,321	20.12	3,487	21.13	3,663	22.19	3,846
<b>CUSTODIAN &amp; TRUCK DRIVING CLASSES</b>											
Bus Driver	27	22.24	3,855	23.35	4,047	24.52	4,250	25.75	4,463	27.04	4,687
Bus Driver Instructor	35	27.09	4,696	28.44	4,930	29.86	5,176	31.35	5,434	32.92	5,706
Custodian	23	20.15	3,493	21.16	3,668	22.22	3,851	23.33	4,044	24.50	4,247
Delivery Truck Driver	19	18.25	3,163	19.16	3,321	20.12	3,487	21.13	3,663	22.19	3,846
Electronic Technician	35	27.09	4,696	28.44	4,930	29.86	5,176	31.35	5,434	32.92	5,706
Fd Svcs Trk Drvr/Whseman	22	19.66	3,408	20.64	3,578	21.67	3,756	22.75	3,943	23.89	4,141
Fire Safety Patrol Person	20	18.71	3,243	19.65	3,406	20.63	3,576	21.66	3,754	22.74	3,942
Head Custodian	30	23.95	4,151	25.15	4,359	26.41	4,578	27.73	4,807	29.12	5,047
LAN Tech I	36	27.77	4,813	29.16	5,054	30.62	5,307	32.15	5,573	33.76	5,852
LAN Tech II	38	29.17	5,056	30.63	5,309	32.16	5,574	33.77	5,853	35.46	6,146
Maint/Mach Opr (Lawn Mower)	26	21.70	3,761	22.79	3,950	23.93	4,148	25.13	4,356	26.39	4,574
Maintenance Team Leader	38	29.17	5,056	30.63	5,309	32.16	5,574	33.77	5,853	35.46	6,146
Maintenance Worker I	18	17.80	3,085	18.69	3,240	19.62	3,401	20.60	3,571	21.63	3,749
Maintenance Worker II	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
Maintenance Worker III	34	26.43	4,581	27.75	4,810	29.14	5,051	30.60	5,304	32.13	5,569
Technology Specialist	39	29.90	5,183	31.40	5,443	32.97	5,715	34.62	6,001	36.35	6,301
Vehicle/Van Driver	24	20.65	3,579	21.68	3,758	22.76	3,945	23.90	4,143	25.10	4,351
Vehicle Rider	25	21.17	3,669	22.23	3,853	23.34	4,046	24.51	4,248	25.74	4,462
<b>FOOD SERVICE CLASSES</b>											
Cook	27	22.24	3,855	23.35	4,047	24.52	4,250	25.75	4,463	27.04	4,687
Food Service Associate I	19	18.25	3,163	19.16	3,321	20.12	3,487	21.13	3,663	22.19	3,846
Food Service Associate II	25	21.17	3,669	22.23	3,853	23.34	4,046	24.51	4,248	25.74	4,462
Food Service Attendant	24	20.65	3,579	21.68	3,758	22.76	3,945	23.90	4,143	25.10	4,351
Lead Cook	30	23.95	4,151	25.15	4,359	26.41	4,578	27.73	4,807	29.12	5,047
Lead Food Service Associate I	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805

Board Approved 3/21/2023

2022-2022

CLASS TITLE	RANGE No.	A	B	C	D	E					
<b>SECRETARIAL, CLERICAL AND RELATED CLASSES</b>											
Accounting Specialist	36	27.77	4,813	29.16	5,054	30.62	5,307	32.15	5,573	33.76	5,852
Administrative Assistant I	28	22.80	3,952	23.94	4,150	25.14	4,358	26.40	4,576	27.72	4,805
Administrative Assistant II	33	25.79	4,470	27.08	4,694	28.43	4,928	29.85	5,174	31.34	5,432
Administrative Assistant III	35	27.09	4,696	28.44	4,930	29.86	5,176	31.35	5,434	32.92	5,706
Card Collector	15	16.54	2,867	17.37	3,011	18.24	3,162	19.15	3,319	20.11	3,486
Categorical Analyst	38	29.17	5,056	30.63	5,309	32.16	5,574	33.77	5,853	35.46	6,146
Credential Analyst	37	28.46	4,933	29.88	5,179	31.37	5,437	32.94	5,710	34.59	5,996
H.R. Specialist	36	27.77	4,813	29.16	5,054	30.62	5,307	32.15	5,573	33.76	5,852
Migrant Ident. & Recruitment Coord.	33	25.79	4,470	27.08	4,694	28.43	4,928	29.85	5,174	31.34	5,432
MIS Support Technician	30	23.95	4,151	25.15	4,359	26.41	4,578	27.73	4,807	29.12	5,047
Nutrition Program Clerk	26	21.70	3,761	22.79	3,950	23.93	4,148	25.13	4,356	26.39	4,574
Office Clerk	16	16.95	2,938	17.80	3,085	18.69	3,240	19.62	3,401	20.60	3,571
Program Administrative Assistant	31	24.55	4,255	25.78	4,469	27.07	4,692	28.42	4,926	29.84	5,172
Student Information System Specialist	39	29.90	5,183	31.40	5,443	32.97	5,715	34.62	6,001	36.35	6,301
Student Information Technician	35	27.09	4,696	28.44	4,930	29.86	5,176	31.35	5,434	32.92	5,706
Technology Support Specialist	39	29.90	5,183	31.40	5,443	32.97	5,715	34.62	6,001	36.35	6,301
Translator/Interpreter	29	23.37	4,051	24.54	4,254	25.77	4,467	27.06	4,690	28.41	4,924

## Appendix D

**SALINAS CITY ELEMENTARY SCHOOL DISTRICT**  
**PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES**

Name of Employee		
School/Dept:		Due Date
Job Title:		

Unsatisfactory	Improvement Needed	Meet work performance standards	Exceeds work performance standards	<p>Rate each of the appraisal factors below in the appropriate category to the left of each factor. If the factor is not applicable to the employee, please Enter "N/A". Comments pertaining to the appraisal factors shall be made on the spaces provided to the right when the "Unsatisfactory" or "Improvement Needed" columns are checked. If comments apply to more than one factor, please cite the factors by number in parenthesis. Positive comments are encouraged.</p> <p><b>Any mark made in the "Unsatisfactory" column will result in the employee being placed on a Performance Improvement Plan.</b></p>
				<b>APPRAISAL FACTORS</b>

<b>QUALITY OF WORK</b>				How effectively does the employee apply personal job knowledge and skills to the assigned job?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Accuracy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Thoroughness
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Neatness of work project

<b>QUANTITY OF WORK</b>				How effective is the employee in producing the amount of work which should be done by a person in this job class?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Amount of work completed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Work completed on schedule

<b>WORK HABITS</b>				How effective are the employee's work habits in performing the assigned work and/or job?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Organizes work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Uses good judgment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Complies with rules & regulations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Uses safe work procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Uses care & conservation in use of equipment/materials
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Dresses appropriately for position; maintains neat & clean appearance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Punctuality

<b>WORK ATTITUDES</b>				How effective are the employee's work attitudes in performing the assigned work and /or job?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Learns and applies new ideas & techniques
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Demonstrates interest and initiative

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Accepts job responsibilities	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Approachability	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Adaptability	

<b>WORKING RELATIONSHIPS</b>				How effectively does the employee work with people contacted as part of the job?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. With students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. With co-workers	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. With the public	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. With supervisors	

<b>DEPENDABILITY</b>				How reliable is the employee?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Performs duties in absence of supervision	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Follows written & oral instructions	

**SUPERVISOR COMMENTS**

**EMPLOYEE COMMENTS**

\_\_\_\_\_  
 Signature of Supervisor (if applicable) Title Date

It is understood that in signing the Performance Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor.

\_\_\_\_\_  
 Signature of Employee Title Date

Any written comments made by the Principal/Department Head shall be discussed with the supervisor and the employee.

\_\_\_\_\_  
 Signature of Principal / Department Head Title Date

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TEN (10) WORK DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE IN THE PERSONNEL OFFICE.

# Appendix D-2

Distribution

APPENDIX D.2

White-HR

## SALINAS CITY ELEMENTARY SCHOOL DISTRICT

Yellow- School/Dept.

### PERFORMANCE IMPROVEMENT PLAN

Pink- Employee

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

Job \_\_\_\_\_ Title: \_\_\_\_\_  
Site \_\_\_\_\_

Supervisors Name: \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Follow-up Evaluation Date: \_\_\_\_\_

(For a period of not less than 30 working days and no longer than 60 working days)

Appraisal factor number(s) from the Performance Report for Classified Employees: \_\_\_\_\_

Specific recommendation(s) for improvement:

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

Specific support(s) provided to the employee for implementing recommendation(s):

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

\_\_\_\_\_  
Signature of Employee Title Date

\_\_\_\_\_  
Signature of Principal/Department Head Title Date

THIS DOCUMENT WILL BE ATTACHED TO YOUR EVALUATION AND PLACED IN YOUR PERSONNEL FILE. YOU HAVE TEN (10) WORK DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE IN THE PERSONNEL OFFICE.

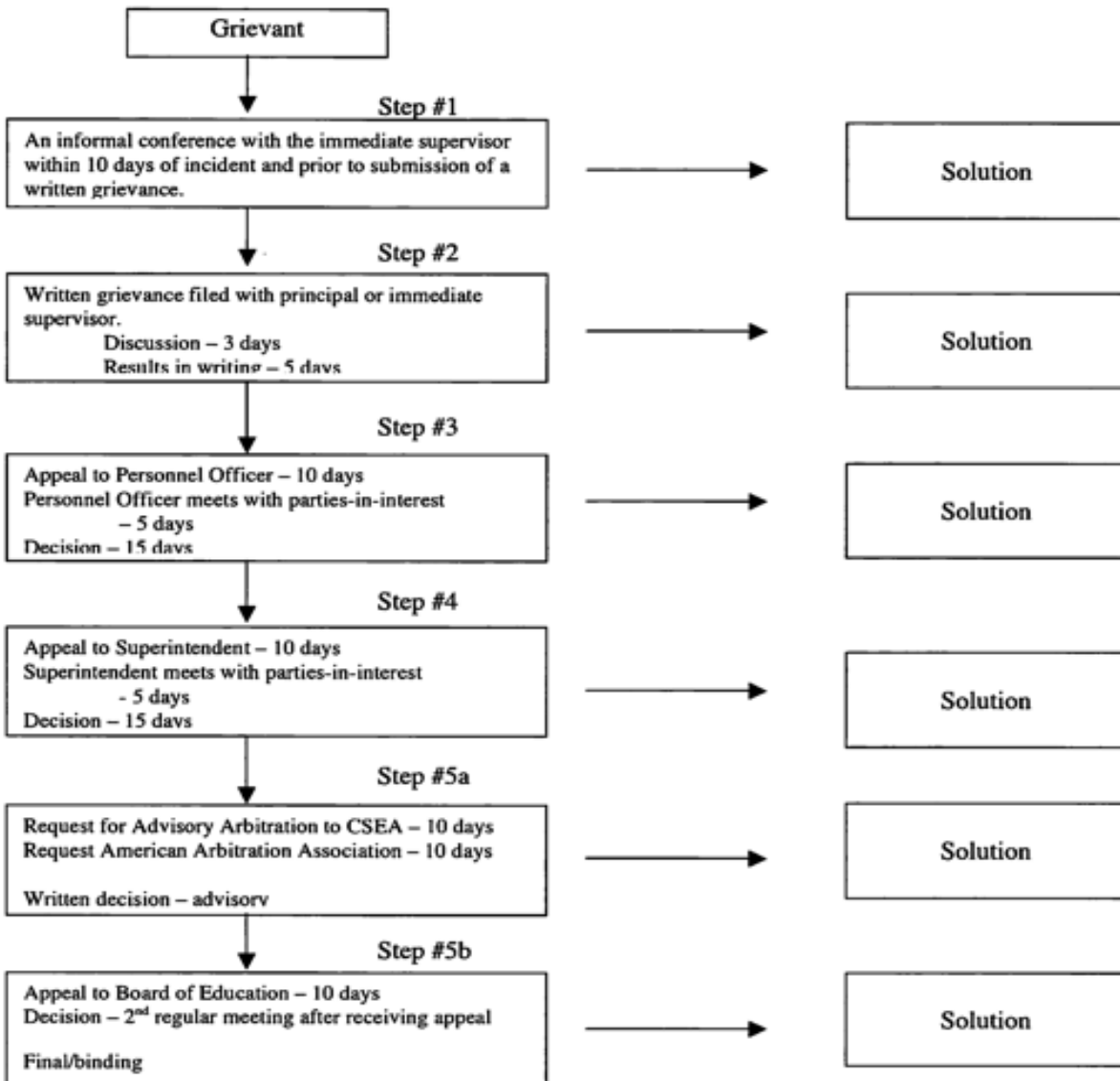
CSD 163b 11/17



# Appendix E

SALINAS CITY ELEMENTARY SCHOOL DISTRICT  
840 S. Main Street  
Salinas, California 93901

## GRIEVANCE FLOW CHART (CLASSIFIED)



















SALINAS CITY ELEMENTARY SCHOOL DISTRICT  
And the  
California School Employees Association, Chapter 149

SIDE LETTER OF AGREEMENT

June 24, 2016

The Salinas City Elementary School District and the California School Employees Association, and its Chapter 149 hereby agree to the following in order to allow classified employees to voluntarily administer emergency medications.

The following section will be added to Article 8: Pay and Allowances

Administration of Emergency Medications

Some students require the administration of medication in emergencies which may be provided by employees. There may be emergency situations where the health and safety of a student requires the administration of medication care services by classified employees who have volunteered to be trained to provide those services. These provisions apply to those volunteer employees.

The emergency administration of medication shall be by an employee who volunteered to be trained and was certified as qualified. All providers will maintain their competency as documented by health professionals.

Any agreement by an employee to administer an emergency anti-seizure medication, glucagon, or Epi-pens is strictly voluntary and staff may not be coerced, intimidated or threatened to volunteer. Any employee who volunteers may rescind his/her offer up to three (3) workdays after the completion of such training, for that particular medication. After that time, a volunteer may rescind his/her offer to administer one of these medications with a ten (10) workday notice, or until a new individual student health plan is developed, whichever is less. Volunteer forms are attached.

The District shall have sole discretion to determine the type, frequency and content of all trainings, and to select volunteer employees to receive training and provide services pursuant to this section.

For purposes of this section, the only approved individual services are as follows:

- Epinephrine administration
- Glucagon administration
- FDA approved rectal emergency seizure medication

The District agrees to pay a stipend of five hundred dollars (\$500) to employees who volunteer and are selected by the District to participate in each training offered by the district for the services listed above, who are willing to administer emergency medication on an emergency basis, and who are certified in writing by the district as qualified to render the service. Training for these services shall be paid time.

The stipend for the certification shall be prorated based upon the employee's work calendar and paid in the prorated amount on a monthly basis to each employee who has not rescinded his/her offer to volunteer to administer the medication. Any employee who rescinds his/her offer to provide the emergency administration of medication shall cease to receive the stipend for the training as of the

*Handwritten initials/signature*

month his or her recession is received by the District. An employee who resigns or retires prior to the end of the fiscal year shall only be paid for those months employed by the District.

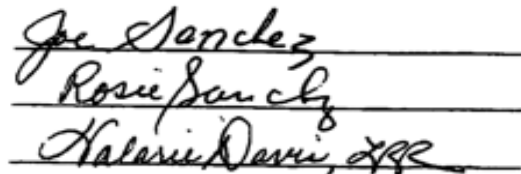
The District shall defend and indemnify from any and all civil liability each trained and certified volunteer employee who provides services pursuant to this section.

This Agreement is subject to the terms of the grievance and arbitration sections of the collective bargaining agreement.

For the District:



For CSEA Chapter 149:



California School Employees Association and its Chapter 149

And the

Salinas City Elementary School District

Side Letter of Agreement

JOB DESCRIPTION STUDY

November 9, 2022

On June 12, 2008 the Salinas City Elementary School (District) and California School Employees Association (CSEA) agreed to do a Job Description Study, to ensure that agreed-upon classified job descriptions were revised and reflected actual job duties and requirements. (side letter dated June 12, 2018 attached)

Furthermore, it was agreed that the process would be completed by the Employee Employer Relations Committee (EERC) beginning 2018-19 fiscal year through 2022-23, in 5 phases. The EERC would forward mutually agreed-upon job descriptions to the Comparable Worth Committee. The Comparable Worth Committee would forward possible options for compensation and implementation to the District and CSEA for negotiations over determination and implementation.

Due to unforeseen reasons, the Job Description Study has not been completed as projected. Therefore, CSEA and the District have agreed to hire a vendor to complete this Job Description Study. However, it is the responsibility of EERC to make final job description recommendations to the Comparable Worth Committee.

CSEA SIGNATURES & DATE

SCESD SIGNATURES & DATE

Andrés P. Méndez 11-09-22

Swanberg 11/9/22

Rosie Sanchez 11-9-22

PO, UN 11-09-22

Salinas City Elementary School District  
And the  
California School Employees Association, Chapter 149

**SIDE LETTER OF AGREEMENT**  
Job Description Study

June 12, 2018

The purpose of this Job Description Study is to ensure that agreed-upon classified job descriptions are revised and reflect current job duties and requirements.

Mutually selected job descriptions shall be reviewed and revised as appropriate by the Employee Employer Relations Committee (EERC) beginning in the 2018-19 fiscal year through 2022-23, five phases.

The order of review shall be established jointly by CSEA and the District no later than October 15, 2018, excluding those job descriptions reviewed by the Comparable Worth Committee during 2017-18. The intent is to have approximately the same number of job descriptions in each year, considering that descriptions in a job family should be reviewed in the same year.

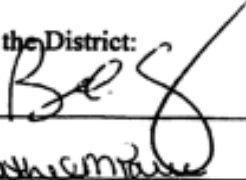
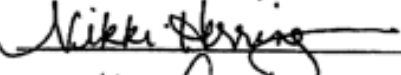

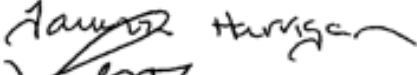
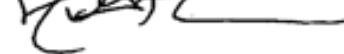
The EERC will forward mutually agreed-upon job descriptions under this side letter to the Comparable Worth Committee. The Comparable Worth Committee will forward possible options for compensation and implementation to the District and CSEA for negotiations over final determination and implementation.

A signed tentative agreement with a new or revised job description(s) shall be submitted to the Governing Board for approval and to CSEA for ratification.

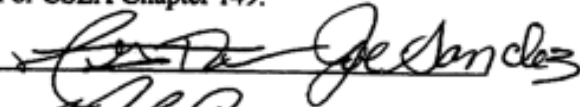
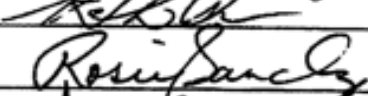
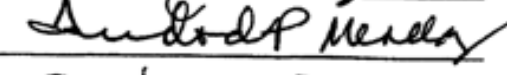
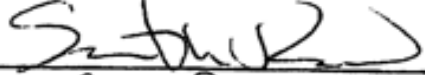

Until July 1, 2023, sections b, d, and e of Article 8.B.2 of the collective bargaining agreement shall not be in effect.

This Side Letter shall sunset June 30, 2023 unless the Parties negotiate that the study procedure continue.

For the District:

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

For CSEA Chapter 149:

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

Salinas City Elementary School District  
And the  
California School Employees Association Chapter 149

**SIDE LETTER OF AGREEMENT**

**NEW EMPLOYEE ORIENTATION**

The Salinas City Elementary School District ("District") and the California School Employees Association and its Chapter 149 ("CSEA"), together referred to as the "Parties", hereby agree to the following to meet the requirements of AB 119 (2017).

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- a) The District shall provide CSEA notice of any newly hired employee, within twenty (20) days of date of hire, via electronic mail, (currently agreed to be a google drive spreadsheet) to the name and address provided in writing by CSEA.
- b) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District into a position within the bargaining unit, 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 is in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement 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.

**2. EMPLOYEE INFORMATION**

- a) Consistent with paragraph 1a) above, District shall provide CSEA with contact information on the new hires as described in paragraph 2b) below. The information shall be provided to CSEA electronically via a mutually agreeable format currently agreed to be a google drive spreadsheet.
- b) The following information shall be included: full legal name, job title/classification, department, work site, work telephone number, home address, home telephone number, personal cell number, personal email address, last four digits of Social Security number, and hire date. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The District shall not be required to provide an employee's home and/or personal cellular telephone number or personal email address to CSEA if the employee does not provide such information to the District or if otherwise prohibited by law.
- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information no later than the last working day of September, January, and May. The information shall include:

BC  
R

- a. Name
- b. Employee ID
- c. Date of Hire
- d. Job title/classification
- e. Department
- f. Primary worksite name
- g. Work telephone number
- h. Home and Personal cellular telephone number
- i. Personal Email address
- j. Home Address
- k. Last four digits of Social Security number
- l. CalPERS Status
- m. Date of Birth

This information shall be provided to CSEA electronically via a mutually agreeable secure FTP site or service to the name and address provided by CSEA.

### 3. NEW EMPLOYEE ORIENTATION

- a) "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.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
  - i. The District shall conduct monthly group orientation meetings. CSEA designated representatives shall be allowed to leave their worksite to attend each CSEA orientation session during the last 30 minutes.
  - ii. Designated CSEA representatives shall be allowed to leave their worksite to participate in orientation meetings for individual bargaining unit members if a monthly group orientation is not scheduled, or is scheduled and subsequently canceled for any reason.
  - iii. CSEA's designated representatives may use any personal leave credit available, including but not limited to vacation, personal necessity, or compensatory time for attendance at new employee orientation sessions if the orientation occurs during his/her work schedule. The representative may also choose not to use leave credit. However, the district shall not be liable for paid time.
  - iv. CSEA's designated representative shall provide reasonable notice to his/her immediate supervisor of attendance at any orientation session.

- c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. In the event the orientation extends or takes place beyond the employee's normal work day, the employee will be compensated.
- e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present unless invited by CSEA.

#### **4. GRIEVANCE AND ARBITRATION PROCEDURE**

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance and arbitration provisions of Article 22, except as follows.

- a) B.1. Grievant: CSEA and its Chapter 149. For the purposes of this Agreement, the grievant shall be CSEA and its Chapter 149 and any reference in Article 22 to a single employee or group of employees shall mean CSEA and its Chapter 149.
- b) C. Steps: For the purposes of this Agreement, three steps shall replace the five-step procedure detailed in Section D.
- c) D. Procedure:
  - ii) Step 1: Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the Assistant Superintendent of Human Resources, within ten (10) days after CSEA knew or should have known of the event or circumstances occasioning the grievance.
  - iii) Step 2: If the informal level does not result in a satisfactory resolution, CSEA may file a written grievance with the Superintendent. Such written presentation of the grievance should be filed within ten (10) days after the informal meeting with Human Resources.
  - iv) Step 3: If CSEA is not satisfied with the decision rendered pursuant to Step 2, the grievance shall be resolved in expedited, final and binding arbitration before a mutually-agreed upon arbitrator from the California State Mediation and Conciliation Service.

#### **5. DURATION OF AGREEMENT**

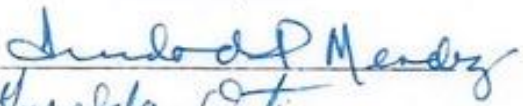


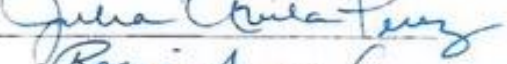
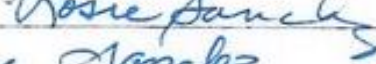


This Side Letter of Agreement shall sunset June 30, 2019. However, unless one of the parties provides notice that it intends to modify this Agreement, it shall be automatically renewed.

PC  


Salinas City Elementary School District

For CSEA Chapter 149:

  
 Bob  
  
 Nathaniel Medina  
  
 Taurina Harrison  
  
 [unclear]  
  
 [unclear]  
  
 Mike [unclear]  
  
 [unclear]

  
 Arnold Mendez  
  
 Suselda Ortiz  
  
 [unclear]  
  
 Julia Anita Perez  
  
 Rosie Sanchez  
  
 Joe Sanchez  
  
 Valeria Davis, RR

Side Letter of Agreement  
 New Employee Orientation  
 10.2.17

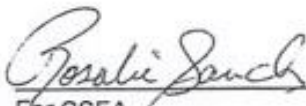


Agreement between CSEA, Chapter 149 and SCESD  
Minimum Wage  
January 6, 2022

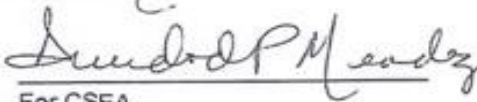
CSEA and SCESD agree to continue negotiating the effects of the minimum wage increase that went into effect January 1, 2022.

While negotiating, any employee whose pay, based on the current pay scale, would be below the \$15 per hour minimum wage will be paid \$15 per hour.

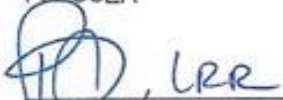
Once there is a negotiated agreement regarding those positions affected by the new minimum wage, this agreement will sunset.

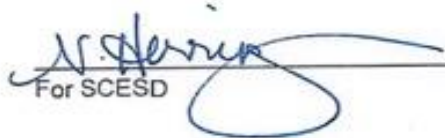
  
\_\_\_\_\_  
For CSEA

  
\_\_\_\_\_  
For SCESD

  
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For CSEA

  
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For SCESD

  
\_\_\_\_\_  
For CSEA

  
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For SCESD

MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 SALINAS CITY ELEMENTARY SCHOOL DISTRICT  
 AND THE  
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 149  
 Re: Library Technician  
 October 4, 2023

The purpose of this Memorandum of Understanding is to memorialize the agreement between the Salinas City Elementary School District (District) and the California School Employees Association and its chapter 149 (CSEA) (hereinafter “parties”) to effect and implement changes to CSEA bargaining unit position as follows:

1. To meet the current operational needs of the district, the parties agree to increase the hours to the Library Technician job classification.
2. The increase in hours has been determined based on the current assessment of:
  - a. assigned library time to each school site,
  - b. school site student enrollment
  - c. school site and district needs

The new Library Technician hours will be as follows:

School Site	Current Library Tech hours	Updated Library Tech hours
Boronda Meadows	25	29
El Gabilan	25	27
Kammann	20	32
Laurel Wood	20	21
Lincoln	20	28
Loma Vista	22.5	22.5
Los Padres	30	30
Mission Park	21	28
Monterey Park	24.5	26
Natividad	25	32
Roosevelt	20	24.5
Sherwood	32.5	38
University Park	20	24

3. All employees currently serving in the Library Technician job classification will be allowed to select a school site assignment by order of highest to lowest seniority.
4. The parties agree that the changes shall become effective upon ratification of this agreement by CSEA.
5. The District agrees that these changes shall not constitute in the transferring of duties inside or outside of the CSEA bargaining unit and shall not create workload impacts to other bargaining unit positions.
6. Any disputes arising from this agreement shall be subject to the grievance procedures outlined in the parties' collective bargaining agreement.

**For the Salinas City Elementary School  
District:**

  
Susana Mancera, Asst. Sup. of HR

**For CSEA:**

  
Trini Mendoza, Chapter 149 President

  
Isabela Telles, LRR 1/23/24

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SALINAS CITY ELEMENTARY SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 149

Re: Food Service Increase in Hours

November 28, 2023

The purpose of this Memorandum of Understanding is to memorialize the agreement between the Salinas City Elementary School District (District) and the California School Employees Association and its Chapter 149 (CSEA) (hereinafter "parties") to effect and implement changes to CSEA bargaining unit position as follows:

1. To meet the current operational needs of the district, the parties agree to increase the hours to the Lead Food Service Associate I, Food Service Associate I (FSA I) and Food Service Associate II (FSA II) classifications.
2. The increase in hours will be as follows:
  - a. All Lead Food Service Associate I positions will be increased to 8 hours per day, 5 days per week for a total of 1.0 FTE each.
  - b. All FSA I and FSA II positions will be increased by 30 minutes each. These positions will remain at 5 days per week.
3. The parties agree that the changes shall become effective upon district signature and ratification approval by CSEA.
4. The District agrees that these changes shall not constitute in the transferring of duties inside or outside of the CSEA bargaining unit and shall not create workload impacts to other bargaining unit positions.
5. Any disputes arising from this agreement shall be subject to the grievance procedures outlined in the parties' collective bargaining agreement.

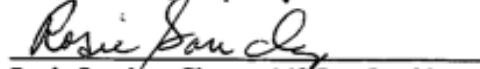
**For the Salinas City Elementary School District:**

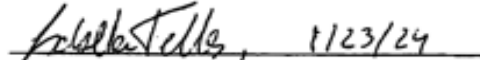
  
\_\_\_\_\_  
Susana Mancera-Juárez, Asst. Sup. of HR

  
\_\_\_\_\_  
Dr. Roxanne Regules, Director of HR

**For CSEA:**

  
\_\_\_\_\_  
Trini Mendoza, Chapter 149 President

  
\_\_\_\_\_  
Rosie Sanchez, Chapter 149 Past President

  
\_\_\_\_\_  
Isabela Telles, LRR 11/23/24