

CARMEL UNIFIED SCHOOL DISTRICT

CARMEL, CALIFORNIA



AGREEMENT

CARMEL UNIFIED SCHOOL DISTRICT

AND

CARMEL CHAPTER 190

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2022 – June 30, 2024

TABLE OF CONTENTS

		INTRODUCTION	3
Article	I	RECOGNITION	3
Article	II	ORGANIZATIONAL SECURITY AND DUES DEDUCTION	4
Article	III	HOURS AND OVERTIME	5
Article	IV	VACATIONS	9
Article	V	HOLIDAYS	11
Article	VI	SALARIES AND WAGES	12
Article	VII	CLASSIFIED EMPLOYEES' PROFESSIONAL GROWTH	19
Article	VIII	HEALTH AND WELFARE BENEFITS	21
Article	IX	GRIEVANCE PROCEDURE	24
Article	X	SAFETY CONDITIONS	28
Article	XI	EVALUATION PROCEDURE	29
Article	XII	LEAVES OF ABSENCE	30
Article	XIII	TRANSFERS	39
Article	XIV	LAYOFF AND RE-EMPLOYMENT	40
Article	XV	DISCIPLINARY ACTION	43
Article	XVI	EMPLOYEE ORIENTATION AND INFORMATION	48
Article	XVII	CONTRACTING OUT	51
Article	XVIII	COMPLETION OF AGREEMENT	52
Article	XIX	CONCERTED ACTIVITIES	53
Article	XX	DURATION	54
Article	XXI	SAVINGS	55
		SIGNATURES	55
APPENDIX	A	NEGOTIATION UNIT CLASSIFICATIONS	56
APPENDIX	B	CSEA DUES / SERVICE FEE SCHEDULE	59
APPENDIX	C	2021-2022 CSEA AGREEMENT & ADDENDUM	60
APPENDIX	D	2022-2023 HOURLY AND MONTHLY SALARY SCHEDULE	62
APPENDIX	E	2023 HEALTH AND WELFARE BENEFITS	65
APPENDIX	F	CATASTROPHIC LEAVE BANK <u>REQUEST</u> FORM	69
	F	CATASTROPHIC LEAVE BANK <u>DONATION</u> FORM	70
APPENDIX	G	CLASSIFIED EMPLOYEE EVALUATION FORM	71
APPENDIX	H	CLASSIFIED CALENDARS	73
APPENDIX	I	GRIEVANCE FORM	75
APPENDIX	J	CLASSIFIED STAFF RECOGNITION PROGRAM	76
APPENDIX	K	CLASSIFIED EMPLOYEE REQUEST FOR SALARY AWARD AUGMENTATION	77

INTRODUCTION

This Agreement, hereinafter referred to as the "Agreement," entered into this 1st day of July 2022, by and between the CARMEL UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and the CARMEL CHAPTER 190 affiliated with the California School Employees Association, hereinafter referred to as "CSEA."

The term "Agreement" as used herein means the written Agreement provided under Section 3540.1 (h) of the Government Code.

ARTICLE I RECOGNITION

- 1.0 The District recognized the CSEA as the exclusive representative for all employees in the Classified Employees Unit.
- 2.0 The Classified Employees Unit consists of all employees as stated in the listing of positions set forth in Exhibit A of this Agreement.
- 3.0 This Agreement applies only to employees in the above-described representation unit.
- 4.0 All newly created positions, except those designated as certificated, permit teachers, management, short-term employees, professional experts, substitutes, student employees, confidential, or supervisory, shall be included in the bargaining unit.
- 5.0 The determination of supervisory or confidential employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to PERB (Public Employment Relations Board) for resolution and shall not be processed as grievances.
- 6.0 The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of PERB.

ARTICLE II
ORGANIZATIONAL SECURITY AND DUES DEDUCTION

- 1.0 The District shall deduct and transmit to the CSEA authorized deductions in accordance with the schedule in Appendix B from all CSEA members within the unit who have signed an approved authorization card for such deductions in a form developed and collected by CSEA. CSEA shall notify the District in writing whether an employee has authorized dues deductions. The District shall rely on the information provided by CSEA in making dues deductions. The District shall remain neutral regarding employees' decision to belong to an employee organization or participate in concerted activities.
- 2.0 The CSEA shall indemnify, defend, including reasonable attorney's fees, and hold District harmless from any claims made of any nature and against any lawsuit instituted against the District arising from its deduction for the dues or benefit programs of CSEA.
- 3.0 The written authorization for approved insurance and benefit programs and the amount of dues deducted from the Unit member's warrants shall be changed by the District upon timely request of the CSEA.

ARTICLE III HOURS AND OVERTIME

- 1.0 **WORK WEEK** - The regular work week for a full-time employee shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis, when such is necessary to carry on the business of the District. Should the District establish a regular workweek, which includes Saturday, and/or Sunday, current employees may apply and shall be given first consideration for such position.
- 2.0 **WORK DAY** - The length of the workday shall be designated by the District for each classified assignment at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 3.0 **ADJUSTMENT OF ASSIGNED TIME** - An employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 4.0 **INCREASE IN HOURS** - When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the most qualified employee in the appropriate class. Seniority shall be given consideration. If the employee declines the assignment, it shall be offered to the remaining employees in the class until the assignment is made.
- 5.0 **INSTRUCTIONAL AIDES** - Instructional Aides shall normally work according to dates listed in the school calendar; however, Instructional Aides assigned to either the Pre-School Child Care **or** the School-Age Child Care/Recreation Programs shall be assigned the number of days per year those programs are in operation.
- 6.0 **LUNCH PERIODS** - Employees shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the mid-point of each work shift.
- 7.0 **REST PERIODS**
- 7.1 Employees will receive fifteen (15) minutes of rest for total hours worked in a day that is at least three and a half (3 ½) hours, but no more than six (6) hours. If an employee works six (6) hours, but less than ten (10) hours in a day, they will receive an additional fifteen (15) minute rest period. If an employee works ten (10) hours or more in a day, they will receive a third fifteen (15) minute rest period.
- 7.2 Specified periods may be designated when the operations of the District require someone to be present at the employee's work site at all times, or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by the supervisors after consultation with the employees involved. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 8.0 **VOTING TIME OFF** - If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote,

the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

9.0 OVERTIME

9.1 Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

9.2 All four (4) hour or more per day employee hours who work beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6) consecutive day of work.

9.3 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 1/2) times the regular rate of pay.

10.0 SHIFT DIFFERENTIAL - REDUCTION IN HOURS - Any full-time employee whose assigned work shift commences between 3:00 p.m. and 4:00 a.m. shall receive a shift differential in the form of an assigned shift of seven and one-half (7 1/2) hours, for which he/she shall be paid eight (8) hours at the regular rate.

11.0 OVERTIME FOR EMPLOYEES RECEIVING A REDUCTION IN HOURS AS SHIFT DIFFERENTIAL – An employee whose shift differential premium consists of a reduction in assigned hours shall be paid at the appropriate overtime rate for all hours worked in excess of seven and one-half (7 1/2) in any one day or on any one shift or in excess of thirty-seven and one-half (37 1/2) hours in any one calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting time or subsequent to the regularly assigned quitting time.

12.0 COMPENSATORY TIME OFF

12.1 An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be indicated on the appropriate time sheet for the pay period earned. Compensatory time off shall be granted at the appropriate rate of overtime.

12.2 Compensatory time shall be taken at a time mutually acceptable to the employee and District. If a mutually acceptable time is not determined the default position is cash compensation. Compensatory time must be taken by June 14 of the year in which it was earned. The District shall pay the employee for any remaining time at the appropriate rate, based on the employee's rate of pay at the time it was earned.

12.3 If the employee requests to work at some time other than his/her regular hours on a compensatory time basis for his/her convenience, the District-approved compensatory time shall be on a straight time basis only.

12.4 Notwithstanding the above, compensatory time off shall be in compliance with the provision of the Fair Labor Standards Act.

- 13.0 OVERTIME - EQUAL DISTRIBUTION - Overtime shall be distributed and rotated as equally as is practical among employees within each department.
- 14.0 MINIMUM CALL-IN TIME - Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of one (1) hour pay at the appropriate rate of pay, irrespective of the actual time spent. If the call-in was not arranged at least twelve (12) hours in advance, the employee shall receive a minimum of two (2) hours pay at the appropriate rate of pay, irrespective of the actual time spent.
- 15.0 RIGHT OF REFUSAL - Any employee shall have the right to reject for a valid reason, except in the case of an emergency, any offer or request for overtime call-back, on-call, or call-in time.
- 16.0 CALL BACK - Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time spent. For the purposes of this agreement, a "call back" is defined as a request for an employee to return to work made after the employee has left the work site at the conclusion of his/her regular assignment.
- 17.0 ASSIGNMENT OF SCHOOL BUS ROUTES
- 17.1 The assignment of drivers for the Big Sur and Cachagua routes will be made by the Operations Manager.
- 17.2 The remaining regular routes shall be selected by the remaining bus drivers based on seniority.
- 17.3 If a driver declines to make a selection in a timely fashion, the Operations Manager will assign a route.
- 17.4 Special trip assignments shall be assigned in a manner that minimizes overtime in so far as practical. Special trip assignments will be distributed and rotated as equally as practical among bus drivers. The Department Supervisor reserves the right to assign specific trips based upon experience, qualifications, and the needs of the district.
- 17.5 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.
- 18.0 SUMMER ASSIGNMENTS
- 18.1 When it is necessary to assign employees not regularly so assigned to serve between the end of one academic year to the beginning of the next academic year, such assignments shall be made on the basis of qualifications. If qualifications are equal, seniority shall be utilized.
- 18.2 No employee, not regularly assigned during the above period, shall be required to perform services during this period.

19.0 REPORTING ABSENCES

- 19.1 The staff member shall report his/her absence in the manner prescribed by his/her Principal/Supervisor. Arrangements for a substitute will be made if the Principal/Supervisor so determines and allowed by District rules and regulations.
- 19.2 Unless indicated during the initial report of absence, the staff member shall report additional days of absence as early as practical, but not later than the beginning of the employee's shift.
- 19.3 The Principal/Supervisor must be advised immediately if it becomes necessary for the employee to leave the worksite during work hours.

20.0 SUBSTITUTES

The District and CSEA recognize that employee absenteeism, while often unavoidable, usually creates an additional workload for other employees, disrupts workflow, and may cause additional costs. To control costs and problems associated with employee absences, it shall be the District's practice to arrange for substitutes as follows:

Bus Drivers: First day of absence.

Food Service: First day of absence as determined and arranged by the Supervisor.

Custodians: First day of absence during the school year and during summer school.

All Other Classifications: As deemed necessary by the Principal/Supervisor anticipated length of absence, impact on service and availability of qualified substitutes shall be considered in determining the need for a substitute.

**ARTICLE IV
VACATIONS**

1.0 TWELVE-MONTH EMPLOYEES

1.1 Vacation time shall be earned and accumulated in accordance with schedules listed below. The date for computing eligible days of vacation shall be the anniversary date for twelve (12) month employees; the date shall be June 30 or the last day worked in each fiscal year, whichever is first, for less than twelve (12) month employees.

<u>Years of Service</u>	<u>Vacation Earned</u>
0 – 4	10
5 – 9	15
10	16
11	17
12	18
13	19
14	20

1.2 Employees hired after July 1, 1985 and who work less than a full work year shall earn vacation on a pro-rated basis. Calculations shall be computed by counting the employee's total annual work year (assigned workdays plus holidays) and then dividing by 261 (full work year plus holidays), then multiplying by the appropriate number of earned vacation days based on the employee's completed years of service, and finally multiplying by the number of hours worked per day, rounded to the nearest hour.

1.3 Example:

Assigned Days Plus Holidays divided by Hours Full Work Year Plus Holidays (261)	X	Full Vacation Entitlement Per Employee's Seniority Allowance	X	Hours Worked Per Day Allowance	=	Annual Vacation in Hours
---	---	--	---	---	---	--------------------------------

Employees hired before July 1, 1985 and who work less than a full work year shall earn vacation as follows:

10 Months divided by 12 Months	X	Full Vacation Entitlement Per Employee's Seniority Allowance	X	Hours Worked Per Day Allowance	=	Annual Vacation in Hours
--------------------------------------	---	--	---	---	---	--------------------------------

2.0 Employees whose hours per day increase or decrease (change of status) shall earn vacation at the new rate from the date at which the change of status becomes effective.

3.0 Employees assigned to a twelve (12) month work year shall be permitted to indicate preferences as to their vacations. The District shall make a reasonable effort under the circumstances to arrange vacation schedules to fit the needs of the District and the employee.

- 3.1 Except as otherwise provided in this Article, paid vacation shall normally be taken within twelve (12) months of the anniversary year in which it is earned. Unused vacation days may be carried over and taken before the following anniversary date, at the employee's request in accordance with the provisions of this Article. Upon separation from service, the employee shall be entitled to lump sum compensation for all unused vacation earned under the terms of this Agreement. Employees who have not completed six (6) months in regular status shall not be entitled to such compensation.

Effective July 1, 2022 an employee must utilize all accrued vacation time in the current fiscal year, except that an employee may elect to carryover 10 days of vacation from one fiscal year to the next. ***Any vacation days in excess of 10 days at the end of the fiscal year, up to 10 total days, will be paid out in July, at the end of each year.*** An exception to this will be made if the District and the employee agree in advance that a specified number of days will be paid due to the inability of the employee to take vacation days at the request of the District to complete necessary work.

The District will work with employees to schedule vacation days so that no more than 10 days of vacation remain by the end of the current fiscal year. All employees who earn vacation leave must submit a plan requesting use of their vacation, no later than June 1 for the following year. The District recognizes that plans may change and an employee may request to update their plan at any time during the year. Individual plans must be finalized prior to scheduling vacation time off.

- 3.2 All payments in lieu of vacation shall be based on the daily rate of pay when the vacation is earned.
- 3.3 Employees are not entitled to cash payment in lieu of vacation except as provided in this Agreement.

- 4.0 If an employee is terminated and had been granted vacation that was not yet earned at the time of termination, the full amount of the unearned vacation shall be deducted from the employee's severance check.

ARTICLE V HOLIDAYS

1.0 PAID HOLIDAYS - There are a total of 16 paid holidays as follows:

- | | | |
|-----|---------------------------------|-----------|
| 1. | Independence Day | July |
| 2. | Labor Day | September |
| 3. | Veterans' Day | November |
| 4. | Thanksgiving Day | November |
| 5. | Day after Thanksgiving Day | November |
| 6. | Christmas Day | December |
| 7. | New Year's Day | January |
| 8. | Martin Luther King Jr. Birthday | January |
| 9. | Presidents Day | February |
| 10. | Memorial Day | May |
| 11. | 1 Day of Spring Break | |
| 12. | Juneteenth | June |
| 13. | 4 Local Holidays | |

*The addition of the Juneteenth will include members on the following calendars based upon their assignments: Classified 11-month, Classified SDO+35, Classified SDO+40, and Classified 12 month. Thereafter, Juneteenth shall be recognized in June, beginning on June 20, 2022.

2.0 ADDITIONAL HOLIDAYS

- 2.1 Each day declared by the President or Governor of the State as a paid holiday, or any day declared as a holiday by the Governing Board, under applicable laws, shall be a paid holiday for eligible employees.
- 2.2 On any school day during which pupils would otherwise have been in attendance, but are not, and for which certificated employees receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 2.3 Nothing in the Article shall be construed to prohibit the Governing Board from adopting separate work calendars for Certificated and Classified personnel.

3.0 HOLIDAYS ON SATURDAY OR SUNDAY - When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following day not a holiday shall be deemed to be that holiday.

4.0 HOLIDAY ELIGIBILITY

- 4.1 To be eligible to be paid for the holiday, an employee shall be in paid status on the working days immediately preceding and succeeding the holiday.
- 4.2 Employees who are not normally assigned to duty on the holidays of Christmas Day or New Year's Day shall be paid for those holidays, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the winter holiday period.

ARTICLE VI SALARIES AND WAGES

1.0 REGULAR RATE OF PAY (See appendix D)

- 1.1 Each year the CUSD/CSEA salary agreement increase shall be retroactive to all bargaining unit members in paid status on the date of ratification by the Board of Education. The date of initial employment shall serve as the retroactive date for those bargaining unit members hired after July 1 of the year of the agreement. If an employee retires prior to the date of ratification, he/she shall be entitled to retroactive pay from July 1st to the effective date of retirement.
- 1.2 Improvements to the salary schedule shall be applied to stipends and extra hours prospectively beginning July of the following year. There will be no retroactive pay applied to stipends and extra hours worked.
- 1.3 **STEP PLACEMENT:** New employees shall normally be placed on Step A of the salary schedule. The District may grant experience credit up to Step E for any new employee or up to Step E for journeymen maintenance personnel or mechanic.
- 1.4 **STEP MOVEMENT**
 - a) Newly hired classified employees whose first day of employment is prior to January 1st shall be advanced to the next higher step on the subsequent July 1st. Classified employees initially employed less than six (6) months prior to July 1 following the date of initial employment, shall be advanced to the next higher step of the salary range in their classification on the first (1st) day of July following the completion of their first year of employment and each year thereafter, provided that they have been in paid status 75% of the employee's required workdays.
 - b) Continuing employees will advance to the next higher salary step each July 1st, provided they have been in paid status 75% of the required workdays of the prior year in their current classification.
 - c) A change in classification will be applied following 1.4.b above based upon the date of reclassification.

2.0 PAYCHECK DEDUCTIONS - Regular paychecks of employees shall be itemized to include District-approved deductions.

3.0 FREQUENCY - Employees shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

4.0 PAYROLL ERRORS - Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) working days following such determination, provide the employee with a statement of the correction and an adjusted payment shall be made drawn against any available funds. In the event of overpayment, the employee shall either reimburse the District or an adjustment will be made on the next payroll warrant issued.

- 5.0 **SPECIAL PAYMENTS** - Any payroll adjustment due an employee as a result of working out of class, re-computation of hours, or other reasons, other than procedural errors as specified in Section 5.0 of this Article, shall be made not later than the next payroll period.
- 6.0 **LOST CHECKS** - Any paycheck which is lost after receipt or which is not delivered within five (5) working days of mailing, if mailed, shall be replaced not later than five (5) working days following the employee's demand of the Payroll department for replacement of the check.
- 7.0 **PROMOTION** - When an employee is promoted to a higher classification, he/she may be placed up to Step E of the appropriate range, or the next highest step that will result in a guaranteed salary increase of up to 5% for the promoted employee.
- 8.0 **RECLASSIFICATION** - When a job class is moved from one salary schedule classification to another, all employees whose positions are allocated to the class shall be adjusted to the corresponding step in the new classification, i.e., Step A to Step A, Step B to Step B, etc.
- 9.0 **RECLASSIFICATION STUDY COMMITTEE**

- 9.1 A Reclassification Study Committee shall be formed on an "as needed" basis to consider the following:

- (a) Review and update job descriptions
- (b) Requests for change of classification
- (c) Salary inequities between classifications
- (d) Additions/deletions of unit classifications

The Reclassification Study Committee shall be composed of two (2) CSEA representatives appointed by the CSEA President, and two (2) representatives appointed by the Director of Human Resources. The Director of Human Resources will act as a facilitator of the Committee. Committee members shall meet the following criteria: possess qualities of fairness and objectivity; be unbiased toward any classification; hold the respect of fellow CUSD employees; shall not be the employee or supervisor of the employee who has filed a request for reclassification; and, shall not be a member of the current negotiating team.

- 9.2 **Definition:** Reclassification is recognition that a position has evolved through a gradual change in duties and job requirements. Reclassification shall be based on a finding that the duties and responsibilities have materially and gradually changed to the point they no longer reflect the existing job description.

A reclassification study involves an examination of the actual duties performed and responsibility level. It is not consideration of seniority, volume of work, overtime, productivity or the quality of work performed nor is it consideration of whether or not the work performed is being properly compensated.

- 9.3 **Job Descriptions:** A job description is meant to be generic and not specific to a particular position. For example, the Instructional Aide classification lists general duties and responsibilities. However, the specific duties may vary from school to school or between grade levels. The key is similarity of duties and nature of work performed.

The duty section of the job description is not meant to be all encompassing. A particular position may or may not perform all of the duties listed, and all of the

duties performed may or may not be listed in the job description.

- 9.4 A request for reclassification study may be made when it is believed that the duties being performed are outside the scope of the current job description. A request for a reclassification study may be initiated by an employee, CSEA, the employee's supervisor, or by the administration (CUSD # 111).

Meetings shall be held on an as-needed basis and the Committee members shall mutually agree upon meeting times. Length of meetings will vary as necessary, but the facilitator will attempt to limit the meetings to a two-hour maximum.

Reclassification requests will be accepted any time after the first month of the school year and no later than the last day of February. Requests received within that timeframe will be reviewed and recommendations will be made by the last day of May. Requests received after the last day of February will be reviewed in the next school year.

Requests will be dated upon receipt and will be reviewed according to the date received in chronological order. All requests will be acknowledged by letter within fifteen (15) days of receipt. The committee shall begin the study of the proposals submitted within thirty (30) calendar days of the date of the acknowledgement letter if the request was received prior to the last day of February.

- 9.5 Meeting Procedures: Meeting procedures will be (1) orientation by the Committee Facilitator for the Committee members; (2) distribution of all relevant written material including job descriptions; (3) planning the order of review determined by submission dates; (4) reviewing of written materials and requesting any further information to be obtained prior to interviews.

Interviews will always be held with the employee requesting reclassification. Interviews will also be held with the supervisor when appropriate. Upon analysis and evaluation of information, the Committee will make recommendations, which may include the following determinations, to the Superintendent and the CSEA President:

- a. Employee's position remains in current classification. Changes in job may be recommended.
- b. Employee's position is allocated to another existing classification.
- c. Employee's position is allocated to a new classification. *

**Note: This alternative will only be utilized in cases where the Committee unanimously agrees the employee's job duties are clearly no longer encompassed by the current job classification and that no existing job description is appropriate. Much caution will be used if exercising this alternative as it may have an unfair effect on other positions in the job classification. Should a new job classification be necessary, the Director of Human Resources will draft an appropriate job description for the Committee's consideration. All appropriate salary information will be available to the Committee. The Committee will include a job description and salary level in their recommendations.*

- 9.6 Reclassification Committee Reports: (1) a final report on each classification request will be prepared by the Committee facilitator for the Committee's approval; (2) final reports shall be submitted to the Superintendent and the CSEA President upon approval by the Committee; (3) the Superintendent and CSEA President shall review the Committee's recommendations and upon agreement submit them to the Board of Education for approval.

10.0 MILEAGE - An employee required to use his/her vehicle on District business shall be reimbursed at the rate allowed for Internal Revenue Service deduction. The formula shall be calculated by multiplying miles driven times the IRS rate. The result shall be rounded down to the nearest cent. Example: 71 miles x 0.485 = \$34.435; reimbursement would be \$34.43. Mileage computation shall include mileage necessary to return to the employee's normal job site or home, whichever is shorter, after the completion of District business. The amount shall be payable in a separate warrant drawn against District funds at the next commercial warrant run, after submission of the Mileage Reimbursement Claim Form.

11.0 MEALS AND LODGING

- 11.1 Lodging:** An employee who, as a result of work assignment, is lodged away from his/her home overnight shall be reimbursed in accordance with the Travel Reimbursement Claim Form.
- 11.2 Meals:** An employee who, as a result of his/her work assignment, is beyond the boundaries of the area encompassing the Carmel, Pacific Grove and Monterey School Districts, shall be reimbursed for meals in accordance with Board Policy and IRS regulations.
- 11.3 Meals When Overtime Pay is Involved:** When an employee (such as a bus driver taking an athletic field trip which would require more than a reasonable delay in his/her meal time) does not have sufficient time to eat between his/her regular and special assignments, he/she shall be reimbursed for that meal in addition to the other meals required during that trip, in accordance with the Travel Reimbursement Claim Form. The employee will be in an unpaid status during the time he/she is eating.

12.0 PHYSICAL EXAMINATION

Medical examinations required as a condition of continued employment shall be paid for by the District.

13.0 COMPENSATION FOR DISTRICT APPROVED AND REQUIRED TRAININGS

An employee who attends a district-approved training session during his/her regular work hours shall be compensated at his/her appropriate rate of pay.

An employee who attends a district-required training or conference outside of the regular workday will receive a stipend of \$150. Fees for the training or conference as well as applicable meal, lodging and transportation expenses will be paid by the district for both a district-required and a district-approved training or conference. It is expected that full day trainings will be a minimum of six (6) hours. For a district required training or conference, if travel on a non-workday is approved in advance by the unit member's supervisor, a travel stipend of \$75 will be paid.

14.0 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

An employee assigned to work out of classification for more than five (5) working days within a fifteen (15) calendar-day period shall be compensated at the higher classification rate for the entire period. The term "higher" classification rate means step placement in a

higher range, the same as the step placement of the employee in his/her regular classification.

15.0 SUMMER SCHOOL WAGES AND BENEFITS

An employee who accepts a summer school assignment in accordance with the provisions of this Section shall receive, on a pro-rated basis, no less than the compensation and benefits pertaining to that classification that are provided during the regular academic year.

16.0 BILINGUAL/BILITERATE DIFFERENTIAL

16.1 The District shall compensate an eligible unit member a differential equal to 5.0% of the unit member's regular wage for oral fluency ("bilingual"), and 5.0% of the unit member's regular wage for fluency in both oral and written communication ("biliterate") in Spanish. Other eligible languages will be determined based on the needs of the district. The differential shall be paid monthly, beginning in the month after the member successfully passes the competency assessment.

16.2 Bilingual/biliterate tasks are categorized into three skill levels. Level one (1) is bilingual (basic oral fluency), Level two (2) is biliterate (oral and written fluency), and Level three (3) biliterate with technical competency.

Any employee assigned to perform Level two (2) or Level three (3) tasks and who has passed the District assessment of bilingual/biliterate abilities will be compensated for the actual time worked on specified Level 2 and 3 tasks in addition to the monthly differential. Level 2 tasks will be compensated at a rate equal to overtime (1.5 times the regular rate of pay) and Level 3 tasks will be compensated at a rate equal to double-time (2 times the regular rate of pay). These additional rates apply during the employee's regular assigned hours. The actual time worked on these tasks will be recorded on a time sheet.

A full-time employee (8 hours per day) who performs Level 2 or 3 tasks outside their regularly assigned hours shall be paid the appropriate Level 2 or 3 rate of pay and overtime on that rate. Part-time employees (less than 8 hours) who perform Level 2 or 3 tasks outside their regularly assigned hours shall be paid for the additional hours plus the appropriate Level 2 or 3 rate. Overtime will apply to any time worked beyond 8 hours in a day.

16.3 Classifications that require bilingual and/or biliterate skills are placed on a range that compensates for these skills, no less than equal to the appropriate differential amount, and shall not be eligible for the monthly incentive pay.

16.4 The District shall determine which classifications are eligible to take the bilingual/biliterate competency assessment. Any new classification created by the District shall be evaluated to determine whether it should be eligible for the bilingual/biliterate incentive.

16.5 Assessments

The skills of reading, writing, and speaking the designated language (e.g., Spanish) shall be verified through an assessment selected by the District with input from

CSEA and administered by the District. All eligible members of the bargaining unit in qualifying classifications may take the bilingual/biliterate competency assessment.

An exam with three (3) levels based upon the complexities of the three (3) levels of tasks as described below will be used to assess bilingual/biliterate proficiency.

Assessments will occur at least twice per year for eligible employees.

Applicants for positions that require bilingual and/or biliterate skills must pass the competency assessment prior to employment.

- 16.6 Examples of tasks that an employee receiving the bilingual and/or biliterate incentive is expected to perform include, but are not limited to, those in the list below.

Level 1 - Bilingual

- Informal conversation in person or on the phone with parents in second language (protocols and information provided by administrator or teacher)
- Meeting with parents (example: discipline) (excluding IEPs, 504 and other legally required meetings)

Level 2 - Biliterate

- All level one (1) task
- Personnel (i.e., disciplinary, worker's comp, and related internal meetings)
- Translating basic correspondence and forms (flyers, agendas, etc.)

Level 3 – Biliterate with technical proficiency

- All level one (1) and Level two (2) tasks
- Simultaneous Interpreting
- Translating IEPs, Occupational Therapists reports
- Interpreting for Board of Education Meetings
- Home Visits requiring more complex verbal interaction with parent(s), student(s)
- Translating legal documents (excluding IEPs, 504 and other Special Education legal documents)
- Student related meetings pertaining to legal issues such as IEPs', 504 and discipline
- Translate complex documents (including meeting minutes, field trip forms)

17.0 EDUCATIONAL INCENTIVE

Unit members who have earned a Bachelor's degree, a Master's Degree, and/or a Doctoral degree will be eligible to receive an annual educational incentive for each degree awarded. The award amounts are as follows: \$1000 for a Bachelor's, \$2000 for a Master's, and \$5635 for a Doctoral degree. Only one stipend per degree type may be earned.

- 17.1 An employee who will earn an educational incentive through degree completion by July 1, MUST complete a **Request for Salary Award** and submit to Human Resources by April 1 of the year prior to the implementation of the award for budget planning and payroll purposes.
- 17.2 Official verification (transcript) of the degree earned must be submitted to the Human Resources Department by October 1 of any given year.

17.3 Payment for the educational incentive will be awarded throughout the year, in equivalent monthly installments, beginning no later than November 30. The first installment will be retroactive to July 1.

18.0 RESERVATIONS TO THE SALARY SCHEDULE

Unit members whose sole assignment is at Captain Cooper School and whose assignment is greater than 0.5 FTE shall receive a stipend, \$24.92/day for workday on their identified calendar in recognition of the additional and unique duties required of the Captain Cooper staff. This shall include the bus driver position, which is assigned to the site, who provides additional support services outside of the Bus Driver classification. (Note: This stipend is inclusive of any compensation for travel to and from the school site.)

ARTICLE VII

CLASSIFIED EMPLOYEES' PROFESSIONAL GROWTH

- 1.0 A professional growth program shall be established and maintained for the purpose of encouraging the educational growth of classified employees of the District.
- 2.0 The program shall be designed to enable those employees participating in the program to update their job skills and improve their services in the District.
- 3.0 **ELIGIBILITY**
- All classified employees shall be eligible to participate in the Professional Growth Plan.
- 4.0 **APPLICATION**
- Employees shall complete "Request for Approval of Course Work" (CUSD #101) and attach the course/workshop announcement. No credit shall be granted for course work taken prior to employment. Course work *must* be approved by the District prior to enrollment.
- 5.0 **AWARDS**
- 5.1 Employees may earn awards equal to six percent (6%) of their regular monthly salary. The award shall maintain a six percent (6%) disparity with the employee's salary throughout the service of the employee. An additional six percent (6%) award may be earned four (4) years thereafter. Three (3) such awards shall be the maximum allowed per employee unless otherwise specifically authorized in advance by the Superintendent.
- 5.2 Professional growth awards shall be credited only by fiscal years (July 1-June 30). An employee who will earn enough credit to receive a professional growth increment (6%) on July 1, **MUST** complete and submit to Human Resources a ***Request for Salary Award*** by April 1 of the year prior to the implementation of the award for budget planning and payroll purposes. Upon successful completion of the units, the employee's salary will be adjusted for the upcoming fiscal year.
- 6.0 **METHOD**
- 6.1 An employee shall qualify for the six percent (6%) salary award upon the successful completion of nine (9) semester units of approved course work. Successful completion means the receipt of a Grade C or better, or the equivalent, if grades are not issued. Employees are allowed to carry over two (2) units of professional growth credits from one award period to the next.
- 6.2 The course work may be taken at a college, junior/community college, adult school, approved in-service program, approved trade extension class, approved correspondence school, or any combination thereof.
- 6.3 Six (6) of the nine (9) semester units of course work shall relate directly to the employee's job. The remaining three (3) units may be composed of approved general education courses, provided they are designed to improve professional competence.

- 6.4 Upon completion of course work, an official transcript or other official verification of the completion of the course or workshop shall be submitted to the District.

7.0 SEMESTER UNITS

- 7.1 All professional growth credits shall be recorded in semester units. College credit in terms of quarter units shall be converted into semester units at the ratio of one (1) quarter unit to two-thirds ($\frac{2}{3}$) semester units.

- 7.2 Credit for adult education courses shall be as follows:

Total Hours in Adult Ed Course	Semester Units of Professional Growth Credit
8 - 14 hours	0.5
15 - 19 hours	1
20 - 29 hours	1.5
30 - 39 hours	2.0
40 - 49 hours	2.5
50 - 74 hours	3.0
75 - 99 hours	4.0
100 hours and above	5.0

8.0 APPROVED IN-SERVICE PROGRAMS (WORKSHOPS)

- 8.1 Approved in-service programs conducted and scheduled outside of regular working hours may be attended on a voluntary basis for professional growth units. An employee shall not receive professional growth credit for attending a program for which he/she is receiving pay.
- 8.2 Programs must reflect the professional needs of the person involved, as well as the needs of the District.
- 8.3 Units derived from participation shall be computed in the same manner as those for adult education classes.

9.0 SPECIAL CONSIDERATION

Participating employees shall retain approved course credits and course approvals regardless of any subsequent change in their job classification.

10.0 APPEAL

An employee who has been denied acceptance of earned units or approval of proposed course work by the District may file a written appeal with the Professional Growth Committee. The committee shall be composed of two (2) representatives selected by the Association and one (1) administrator selected by the Superintendent. The Committee's decision shall be final.

ARTICLE VIII HEALTH AND WELFARE BENEFITS

- 1.0 (See appendix D for current year Benefits)
 - 1.1 The District shall provide eligible classified employees with health, dental and vision coverage as described in appendix D
 - 1.2 The District offers an Internal Revenue Code Section 125 "cafeteria plan".
 - 1.3 The District will advise the Association of insurance plan renewal rates within ten (10) working days of rates being adopted and published by the insurance carrier.
- 2.0 **ELIGIBILITY - DISTRICT-PAID INSURANCE COVERAGE**
 - 2.1 Six (6) or more hours per day regular employment:
 - (a) Health Insurance - Employee and all qualified dependents
 - (b) Dental Insurance - Employee and all qualified dependents
 - (c) Vision Insurance - Employee and all qualified dependents
 - (d) Employee Assistance Program - Employee and all qualified dependents
 - 2.2 At least four (4), but less than six (6) hours per day regular employment:
 - (a) Health Insurance - Employee only
 - (b) Dental Insurance - Employee only
 - (c) Vision Insurance - Employee only
 - (d) Employee Assistance Program - Employee and all qualified dependents
 - 2.3 Less than four (4) hours per day regular employment:
 - (a) No District-paid health, dental, vision coverage provided
 - (b) Employee Assistance Program - Employee and all qualified dependents
- 3.0 **CONTINUATION OF BENEFITS**
 - 3.1 Insurance benefits may be continued at the employee's expense under the following conditions:
 - (a) Board-approved unpaid leave of absence for not more than one (1) year
 - (b) COBRA event
 - (c) Retirees beyond age 66
 - 3.2 Payments shall be made directly to the District for the full amount of the coverage. Failure to make monthly payments shall result in termination of the insurance coverage.
- 4.0 **COVERAGE IN THE EVENT OF A REDUCTION IN HOURS**
 - 4.1 District-Initiated Reduction in Hours: The eligible employee shall continue to receive the same District contribution for the remainder of the fiscal year.
 - 4.2 Employee-Initiated Reduction in Hours: The District contribution for insurance benefits will be reduced in accordance with Section 2.0 above.

5.0 RETIREES

- 5.1 Health, dental and vision insurance coverage shall be paid by the District for the retiree and dependents covered at the time of retirement as long as covered dependent remains eligible. The District contribution shall not exceed the negotiated cap paid by the District for current bargaining unit members.

Employees whose first day of employment with the District is on July 1, 2015 or after, and who meet eligibility requirements, will receive retiree benefits until the retiree reaches his/her sixty-fifth (65th) birthday. Employees whose first day of employment with the District is prior to July 1, 2015, and who meet eligibility requirements, shall continue to receive retiree benefits until the age of sixty-six (66).

- 5.2 To be eligible for retiree health and welfare benefits, the retiree must qualify as follows:

1. The employee must be receiving retirement from the Public Employees Retirement System.
2. The employee shall have served the District as a regular (probationary/permanent status) employee for a total of ten (10) years or more, and at least three (3) consecutive years immediately prior to retirement.

- 5.3 For classified employees whose first date of paid service is on or after July 1, 2018, to be eligible for retiree health and welfare benefits, the retiree must qualify as follows:

1. The employee must be receiving retirement from the Public Employees Retirement System.
2. The employee shall have served the District as a regular (probationary/permanent status) employee for a total of fifteen (15) years or more, and at least three (3) consecutive years immediately prior to retirement.

6.0 EMPLOYEE ASSISTANCE PROGRAM

- 6.1 Bargaining unit employees shall be eligible to participate in an Employee Assistance Program. The purpose of the program is to assist employees and family members in times of personal or family difficulties that may affect the work performance of the employee. There shall be no cost to the employees for the plan benefits.
- 6.2 It is the responsibility of the District to implement the program and insure that the employee's participation in the program shall not jeopardize job security or opportunities for promotional advancement.
- 6.3 It is the responsibility of the employee who has a physical, mental, and/or emotional problem, which is affecting or may affect job performance, to seek early intervention and appropriate treatment.
- 6.4 The confidentiality of individuals participating in the Employee Assistance Program shall be strictly preserved.
- 6.5 The established District Health Insurance Advisory Committee shall monitor the effectiveness of the program and deal with problems that may arise.

7.0 HEALTH INSURANCE ADVISORY COMMITTEE

- 7.1 The District and the CSEA hereby agree to establish a Health Insurance Advisory Committee. The purpose of the Committee shall be to advise the District and its employee organizations on the following matters.
- (a) The availability of various kinds of insurance coverage and plans
 - (b) The relative cost of insurance coverage and plans
 - (c) The selection of specific insurance coverage and plans
 - (d) Specific problems relating to insurance coverage and possible solutions
- 7.2 The Committee shall be composed of *two (2)* teachers selected by the ACT, *three (3)* administrators selected by the Superintendent, and *two (2)* classified employees selected by the CSEA, *one (1)* ACT retiree and *one (1)* CSEA retiree. The Committee shall meet as often as necessary to carry out its duties and shall submit each year to the District, the ACT, and the CSEA, a written report summarizing its deliberations and recommendations.

8.0 GLASSES PROVIDED FOR HEALTH/SAFETY

- 8.1 For the health and safety of staff members required to use video display terminals on a continuing basis, or maintenance personnel required to perform overhead work, the District shall provide for a pair of glasses specifically designed to accommodate the task.
- 8.2 This provision shall be over and above the benefits allowed by the District's Vision Care Plan.
- 8.3 The District shall pay the actual cost for examination, lenses and frame, not to exceed \$150.00. These benefits shall be allowed upon recommendation of a licensed practitioner as follows:
- Eye examination: Once each 12 months (from last date of service)
 - Spectacle Lenses: Once each 12 months (from last date of service)
 - Frames: Once each 24 months (from last date of service)
- 8.4 Eligibility shall be verified by the employee's Principal/Supervisor.
- 8.5 Eligible employees shall submit a receipt from the treating doctor for reimbursement by the District.

ARTICLE IX GRIEVANCE PROCEDURE

1.0 PURPOSE

- 1.1 This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
- 1.3 The purpose of this procedure is to provide an orderly procedure for reviewing and resolving grievances quickly.

2.0 DEFINITIONS

- 2.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement, which directly and adversely affect the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law, by the terms of this Agreement, or by rule or regulation or policy of the District, are not within the scope of this procedure.
- 2.2 A "grievant" is a bargaining unit member, group of members, or the Association.
- 2.3 The "immediate supervisor" means the administrator who assigns, reviews, and directs the work of the grievant.
- 2.4 The "day" is any day in which the District Office is open for business.

3.0 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; but, with the written consent of both parties, the time limitation shall be extended.

4.0 INFORMAL LEVEL

Initially, the grievant shall meet with his/her immediate supervisor and attempt to resolve the potential grievance informally within ten (10) days after the grievant knew, or should have known, of the event or circumstances occasioning the grievance.

5.0 LEVEL I

- 5.1 If the informal discussion does not resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated in writing no later than ten (10) days after the completion of the Informal Level.
- 5.2 The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted, misapplied, the circumstances involved, and the specific remedy sought (Exhibit E).

- 5.3 Within ten (10) days after the filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance, and give his/her decision in writing to the grievant.

6.0 LEVEL II

- 6.1 If the grievant is not satisfied with the decision rendered at Level I, he/she shall appeal the decision within ten (10) days to the Superintendent or his/her designee.
- 6.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
- 6.3 Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

7.0 MISCELLANEOUS

- 7.1 Initiate Grievances -- Level II: If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent or his/her designee.
- 7.2 Multiple Grievances: When the same grievance is filed by more than two (2) grievants, CSEA shall be responsible for processing the grievance with no more than two (2) such grievants being provided release time for processing such common grievance. The names of all grievants shall appear on the grievance processing forms. This procedure shall not supersede an individual grievant's right to process a grievance without CSEA intervention as set out in Section 7.3.
- 7.3 Grievance Without Intervention: An employee may present a grievance without the intervention of CSEA as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement -- provided that the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

8.0 LEVEL III

- 8.1 If the grievant is not satisfied with the decision rendered pursuant to Level II, he/she may appeal the decision within ten (10) days to the Board of Education.
- 8.2 The appeal shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 8.3 The Board shall act on the appeal no later than the second regularly scheduled meeting after the filing of the appeal, and its decision shall be final -- except that nothing shall bar the right to pursue the grievance through legal avenues available.

9.0 MISCELLANEOUS

- 9.1 Response: If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

- 9.2 Conference: The parties shall have the right to an in-person conference upon request at each level.
- 9.3 Records: All records of the proceedings shall be retained by the District in a separate grievance file.
- 9.4 Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 9.5 Representation: Each party may be represented by a conferee at any level of the grievance procedure.
- 9.6 Pay: An employee required to absent him/herself by reason of these grievance procedures shall not suffer any loss of pay.
- 9.7 Time Limitations: Failure to appeal a decision within the specified time limits, unless unusual circumstances arise, shall be deemed an acceptance of the decision.

10.0 ALTERNATE LEVEL III

- 10.1 If the grievant is not satisfied with the decision rendered pursuant to Level II, he/she shall submit a request in writing to the Superintendent for advisory arbitration of the dispute.
- 10.2 Said request shall be made within ten (10) days.
- 10.3 An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five names. Alternate names shall be stricken until only one remains.
- 10.4 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the grievant. Any additional expenses shall be borne by the party incurring such expense.
- 10.5 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.
- 10.6 The arbitrator shall rule upon the arbitrability of issues before hearing and merits of the issues.
- 10.7 After hearing the evidence, the arbitrator shall submit his/her findings and recommendations in writing to the District, the grievant, and the CSEA.

11.0 LEVEL IV

- 11.1 If either party is not satisfied with the findings or recommendations of the arbitrator, he/she may appeal the decision to the Board of Education within ten (10) days.
- 11.2 The Board shall review the written record and render a final and binding decision on the grievance -- except that nothing shall bar the right to pursue the grievance through legal avenues available.

- 11.3 Additional evidence will be taken before the Board only if the Board determines that the record is not sufficiently complete to enable it to render its decision.
- 11.4 The decision shall be rendered no later than the second regularly scheduled meeting after the filing of the appeal.

ARTICLE X SAFETY CONDITIONS

- 1.0 The District shall comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of District employees while they are on and in the facilities provided in furtherance of the operation of the district.
- 2.0 The District shall post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, and provide equipment where such equipment is necessary for the conduct of the educational program and operations of schools.
 - 2.1 Should the employment duties of a classified employee reasonably require the use of any equipment or gear to ensure the safety of the classified employee or others, the District agrees to furnish such equipment or gear. The District shall train employees, in the safe and proper use of equipment, materials and/or chemicals that they are required to use.
 - 2.2 No employee shall be required to use any equipment, vehicle or other item which has been reported as being unsafe until reported condition has been resolved.
- 3.0 All alleged violation of safe work conditions shall be reported in writing to the employee's immediate supervisor and to the Chief Human Resources Officer or designee. If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL/OSHA. No adverse action shall be taken against an employee by reason of filing a safety complaint.
- 4.0 Safe storage space shall be provided for an employee's tools and equipment approved by the District and to be used in the regular course of employment. If an employee provides tools and equipment with District approval belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss of damage not resulting from employee's negligence or for the reasonable replacement cost of the tools and/or equipment.
- 5.0 In support of management, supervisory and certificated personnel, employees shall have the authority and responsibility to ensure the safety of students under their supervision and facilities under their control or in their close proximity.
- 6.0 Safety-condition issues shall not be processed as grievances.

ARTICLE XI EVALUATION PROCEDURE

- 1.0 All unit members initially employed on or after July 1, 2020, shall serve a probationary period not to exceed six (6) months or 130 days of paid service, whichever is longer. "Days of paid service" as used in this section means days actually worked, sick days, vacations and holidays, but excludes leaves of absence in excess of 5 consecutive days related to illness, industrial accident or pregnancy and be evaluated during the third and fifth months of service and annually thereafter during the month of April.
- 2.0 Written evaluations shall be made on the attached evaluation form (Appendix G) and incorporated by reference herein. Both parties agree to meet and mutually revise the evaluation form.
- 3.0 When an evaluation of unsatisfactory performance or conduct is made, the employee shall have a minimum of a thirty (30) day period, where appropriate, in which to show improvement. A second evaluation shall be given at the end of this thirty (30) day period.
- 4.0 Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation.
- 5.0 A satisfactory evaluation shall serve as the basis for being granted an annual step increase.
- 6.0 Employee evaluations shall be placed in the personnel file of each employee, which is maintained at the District Office. Any material in files kept by any supervisor or any employee may not be used against an employee with respect to his/her evaluation unless such material is also in the personnel file at the District Office.
- 7.0 Ten (10) calendar days before it is placed in the employee's personnel file, copies of any derogatory material which could be used in evaluating the employee shall be provided to the employee. The employee shall be given the opportunity during normal working hours to discuss the derogatory material with the supervisor and provide a written response, which shall be attached to the material placed in the personnel file.
- 8.0 Any written evaluation material placed in an employee's file shall contain the date the material was drafted, the signature of the drafter, and date the material was placed in the file.
- 9.0 No unsatisfactory evaluation shall be based on hearsay statements only.
- 10.0 On a reasonable number of occasions, an employee shall have the right, at reasonable times and without loss of pay, to examine and/or obtain copies of any material affecting the evaluation from the employee's personnel file, with the exception of material that includes ratings, reports, or records obtained prior the employment of the employee involved. The employee's personnel file shall be available for examination the by CSEA representative if authorized in writing by the employee.
- 11.0 Evaluation material contained in personnel files shall be kept in confidence and shall be available for inspection to other employees and to officers of the District when necessary in the proper administration of the District's affairs or the supervision of the employee.

ARTICLE XII LEAVES OF ABSENCE

1.0 SICK LEAVE

- 1.1 A full-time employee who works year-round shall receive twelve (12) days of sick leave per fiscal year.
- 1.2 A full-time employee who works school-days-only (194 days including holidays) shall receive ten (10) days of sick leave per fiscal year.
- 1.3 A full-time employee who works more than school-days-only (194 days including holidays) through eleven (11) months per year (238 days including holidays) shall receive eleven (11) days sick leave per fiscal year.
- 1.4 If an employee works less than eight (8) hours per day or less than the assigned work year, the employee's sick leave entitlement shall be pro-rated accordingly.
- 1.5 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 1.6 At the beginning of each fiscal year, the full amount of sick leave granted shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 1.7 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 1.8 An employee who has unused leave of absence for illness or accident accumulated in another California school district at the time he/she is employed in the District, and such employment occurs within one (1) year of his/her previous employment, shall, upon request, be credited with the accumulated days.
- 1.9 Any sick leave benefits earned, but unused on the day of retirement, may be converted to retirement credit, if appropriate, in accordance with applicable law.
- 1.10 The District may require a classified bargaining unit member to submit a physician's statement for absences due to illness or accident that extend beyond three (3) days. If it is determined by a supervisor and the Chief Human Resources Officer that a pattern of absences has been established, the supervisor, Chief Human Resources Officer, employee, and CSEA representative shall meet to discuss the pattern of absences. If within the next six months, the pattern continues, the District may require a physician's statement from the unit member for a single day absence.

2.0 CATASTROPHIC LEAVE PROGRAM: (Refer to Appendix F)

The purpose of the Catastrophic Leave Program is to permit employees to donate to a Catastrophic Leave Bank that will be used to support an employee when that employee, or a member of his or her immediate family, suffers from a catastrophic illness or injury, and the employee has exhausted all sick leave and other paid leave options.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, hereby defined as not less than ten (10) consecutive duty days, or that incapacitates a member of the employee's immediate family that requires the employee to take time off from work for an extended period of time [ten (10) consecutive days] to care for that family member.

Participants who have exhausted regular sick leave, but still have differential leave available to them, shall be eligible for the Catastrophic Leave Program credits. The District shall pay the participant full pay, and the credits shall be charged at one-half (1/2) day of sick leave for each day of absence.

For purposes of this program, immediate family means spouse, domestic partner, or child. Requests to use catastrophic leave for a family member other than the employee's immediate family will be submitted for consideration to the Superintendent and Association President. If the Superintendent and Association President mutually agree to either approve or disapprove the request, the matter is settled. Whenever the Superintendent and Association President disagree, the matter will be referred to the Board of Education for a final decision.

"Employee may join upon initial hiring but may not access during probation"

"The District and the Association will mutually develop guidelines for the administration of Catastrophic Leave."

Sub-committee to update the request form and mutually develop a new Guidelines document to clarify the administration of Catastrophic Leave.

"The District and Association shall, at a minimum, update the CSEA membership annually on the following:

- The number of requests submitted and granted
- The number of days granted for each request.
- The number of days remaining in the Catastrophic Leave Bank as of June 30."

a. Donations to the Catastrophic Leave Bank

The District shall establish a Catastrophic Leave Bank to which all unit members may donate one (1) day of their earned and unused sick leave days. This donation shall be irrevocable and shall be accomplished by the unit member filing a Catastrophic Leave Bank: Sick Leave Donation Form (see Appendix F) prior to October 1 of the school year or within thirty (30) days of employment. This process shall be administered by the Human Resources Office. This form shall clearly state that sick leave days being donated are irrevocably given to the Catastrophic Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Catastrophic Leave Bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use. Participation is voluntary but requires a donation to the Bank. Only donors will be permitted to withdraw from the Bank. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming

eligible must wait until the next open enrollment period and are not eligible to withdraw from the Bank until they are enrolled.

The annual rate of donation by each participating unit member for each school year shall be limited to one (1) day of sick leave. Part-time unit members may contribute and use catastrophic leave on a pro-rata basis. Donations will be accepted during a thirty (30) day period beginning September 1 of each school year. The donation period will not occur in any year in which the Bank contains ninety (90) or more days. For employees who did not donate during the initial enrollment period, the Bank will reopen every three (3) years. Existing participants will not be asked to donate unless the Bank has fallen below ninety (90) days. New employees will be offered the opportunity to participate in the Catastrophic Leave Program regardless of the number of days in the Bank. At any time that the Bank is in danger of not being able to meet the demand, the Superintendent and Association President may call for a special donation period. Participating unit members shall make a donation each time a donation period is opened until such time that a unit member notifies the Human Resources Office in writing of his or her desire to cancel participation. The unit member shall not be eligible to draw from the bank as of the effective date of the cancellation. Any participating unit member who does not have earned and unused sick leave available when a donation period occurs shall be allowed to continue in the program until he or she has earned additional sick leave. At that point the donation will be automatically deducted from the unit member's accrued sick leave.

b. Withdrawals from the Bank

Catastrophic Leave Program participants who are in danger of exhausting their sick leave may apply to withdraw from the Bank for catastrophic illness or injury (see Catastrophic Leave Bank: Request Form; Appendix F). Unit members must use all sick leave, but not differential leave, available to them before being eligible for a withdrawal from the Bank. Participants who are approved and who have exhausted all accrued sick leave are entitled to supplement their differential leave with Catastrophic Leave charged at one-half day increments. Withdrawals from the Catastrophic Leave Bank shall be granted in units of not more than thirty (30) days. Unit members may submit requests for up to three (3) extensions or withdrawals as their prior grants expire. A Unit member's withdrawal from the Bank may not exceed a maximum of one hundred and twenty (120) days for the same injury or illness.

Requests for withdrawals shall be submitted to the Superintendent. The superintendent or designee may then grant the withdrawal, provided that the unit member meets the eligibility criteria established in the Agreement. Unit members who apply to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

Catastrophic Leave credits shall not be used for illness or a disability which qualify the unit member for worker's compensation or disability benefits. Unit members do not accrue sick leave while using catastrophic leave credits.

If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to pay the participant any funds whatsoever. If a request for withdrawal is denied because of insufficient days to fund

the request, the District shall notify the unit member, in writing, of the reason for the denial.

Participants who are denied a withdrawal or whose withdrawal is not renewed, or who are terminated from the Bank may, within ten (10) days of denial, appeal in writing to the Board of Education. The Board shall hold a hearing in closed session within fifteen (15) workdays and issue a confidential written decision within fifteen (15) workdays of the hearing. If the unit member's incapacitation does not allow participation in this appeal process, the unit member's agent or member of the immediate family may attend the hearing. Approval or denial of catastrophic leave requests shall be final and not subject to grievance.

3.0 PERSONAL NECESSITY - Up to eleven (11) days of earned sick leave per year may be used for reasons of "Personal Necessity."

Employees utilizing Personal Necessity Leave shall comply with the District's procedures regarding advance notice to permit the District to secure a substitute, and shall, to the extent possible, provide two weeks advance notice.

Personal Necessity days shall NOT be utilized for the following situations:

3.1 Days taken to earn extra income.

3.2 The day immediately preceding or following a holiday or vacation without prior approval from the principal or District Office supervisor. If the immediate supervisor denies approval, the employee has the right to appeal to a panel which includes the Superintendent or designee, and the association president.

4.0 LEAVE OF ABSENCE FOR ILLNESS OF FAMILY

At his/her discretion, the Superintendent may allow up to one-half (1/2) day's absence with no loss in pay wherein the employee is absent to take care of some member of the immediate family (as defined in section 5.1 of this article) who is sick, when in an emergency other arrangements cannot be made to take care of the sick person.

5.0 BEREAVEMENT LEAVE

5.1 Bereavement leave, without loss of pay, shall be granted up to three (3) days, or five (5) days if over 300 miles from the employee's home residence (one way), in the event of death of a member of the immediate family, including pregnancy loss as defined by the CDC. The immediate family is defined as spouse, domestic partner, children, parents, brothers, sisters, parents-in-law, sons and/or daughters-in-law, or grandparents, grandchildren, or any relative living in the immediate household of the employee. For extenuating circumstances, up to six (6) days of sick leave in addition to bereavement leave may be utilized for this purpose if prior notification is presented to the District.

5.2 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 on the Monterey Peninsula and up to one (1) full day if the funeral is out of the immediate area.

6.0 PARENTAL LEAVE

- 6.1 A leave of absence shall be granted to classified employees for pregnancy, disability due to pregnancy, pregnancy loss as defined by the CDC, childbirth, and recovery there from, for a length of time to be determined by the employee and her health care provider. The employee shall submit certification from her health care provider to the District as to the required length of the absence.
- 6.2 Leaves of absence due to pregnancy, pregnancy loss as defined by the CDC, childbirth, and recovery there from employee shall be treated in the same manner as all other temporary disability leaves.
- 6.3 An employee may request to use accumulated sick days for the above-mentioned purpose.
- 6.4 In addition to any leave provided by law, when a child is born or fostered into an employee's immediate family the employee shall be allowed one (1) day off with no loss in pay. Such leave shall be taken at the time the new child is born or fostered. Immediate family is defined in this case as the employee or the employee's spouse or domestic partner.

7.0 ADOPTION LEAVE

When a child is adopted by an employee, he/she shall be allowed two (2) days off with no loss in pay. Such leave shall be taken at the time of the adoption.

8.0 EXTENDED ACCIDENT OR ILLNESS LEAVE

- 8.1 As of July 1 of each year, each employee shall be credited with a total of one hundred (100) days of paid sick leave. This one hundred (100) day period shall include all current year and accumulated sick leave provided under Section 1.0 of this Article and shall be granted for the reasons and in accordance with the procedures set forth in Section 1.0. Leave accrued in accordance with this section shall not be cumulative from year to year.
- 8.2 Following exhaustion of leave accumulated in accordance with Section 1.0 of this Article, each remaining day of this leave shall be compensated at the rate of fifty percent (50%) of the employee's regular pay.
- 8.3 Leave provided in this Section, shall be in addition to any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.
- 8.4 The District may require a physician's statement or other acceptable verification of the need for an approximate duration of leave used pursuant to this Section.
- 8.5 Example of use of extended accident or illness leave: Employee A has fifteen (15) days of sick leave accumulated pursuant to Section 1.0. For the first fifteen (15) days of sick leave, Employee A will receive full pay in accordance with Section 1.0. For the next eighty-five (85) days (100 days minus 15 days), Employee A will receive half-pay.
- 8.6 The District may require a physician's statement or other acceptable verification of the need and approximate duration for the "extended" accident or illness leave.

9.0 FAMILY AND MEDICAL LEAVE ACT (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA)

- 9.1 The District will comply with all mandated provisions of FMLA and CFRA concerning family and medical care leaves. Information is available in the Human Resources office and on the CUSD / Human Resources page.
- 9.2 The FMLA /CFRA Twelve (12) Month Period shall be defined as the District's fiscal/school year which starts July 1 and ends June 30.

10.0 EMERGENCY MEDICAL LEAVE

A classified employee may be granted by the Superintendent or his/her designee an emergency leave of up to three (3) days each school year with full pay when serious illness or accident happens to a member of the immediate family (as defined in section 5.1 of this article) or necessary surgery for such a member is performed, and the surgeon requests the presence of the employee.

Emergency leaves granted under this provision are not cumulative from year to year, and this leave is not to be subtracted from sick leave. The District may require verification by the attending physician.

11.0 MILITARY LEAVE

Employees shall be entitled to such leaves of absence with pay and other benefits as are provided in Division II, Part I, Chapter VII of the Military and Veteran's Code, Section 389, et. seq.

12.0 JURY DUTY

Leaves of absence to serve on a jury shall be granted with no loss in pay provided the employee endorses the fee received, exclusive of mileage allowance, to the District.

13.0 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 13.1 An employee shall be entitled to an industrial accident or illness leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall commence on the first day of absence and shall not be accumulated from year to year; and when any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 13.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of

exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

- 13.4 Whenever possible, serious accidents or accidents requiring immediate hospitalization shall be reported immediately by phone to the Business Office.
- 13.5 Whenever possible, injuries shall be reported within twenty-four (24) hours to the Business Office on forms provided for this purpose.
- 13.6 When an employee returns from industrial accident or illness leave, he/she shall be reinstated in a position in his/her classification unless otherwise mutually agreed.

14.0 RETRAINING AND STUDY LEAVE

- 14.1 The District may grant any employee leave of absence, with or without pay not to exceed one (1) year, for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the District.
- 14.2 If the leave is without pay, sick leave shall not be honored when an illness or injury occurs during the leave.
- 14.3 If the leave is without pay and is for thirty (30) calendar days, the employee may continue any health and dental insurance premiums at his/her own expense, subject to approval of the carrier.

15.0 GENERAL LEAVE

When no other leaves are applicable, a leave of absence may be granted to an employee on a paid or unpaid basis acceptable to the District and the employee.

16.0 MISCELLANEOUS LEAVE WITH PAY

- 16.1 Up to two (2) official delegates to the annual state conference of CSEA shall be granted leave with pay to attend the state meeting not to exceed five (5) working days.
- 16.2 If the District determines that a substitute is required, CSEA shall reimburse the District for the cost of the substitute. The District and the organization may agree to a long-term schedule of repayments should payment in a lump sum prove a hardship. The District's past practice and current needs will be taken into account in determining whether or not a substitute is needed.

17.0 RELEASE TIME - CSEA/DISTRICT-RELATED BUSINESS

The District shall provide reasonable release time, upon written request by the CSEA President or regional office, for a reasonable number of classified employees to attend important organization activities authorized by the public employee organization as long as CSEA provides reasonable notice and pays all the costs associated with granting release time. A "reasonable number" shall be determined according to District need and the number

of employees who will be absent from a particular site or department at the same time. "Reasonable notice" shall be a minimum of two weeks.

The CSEA Executive Board / Negotiating Team will be provided five (5) hours of paid release time for the purposes of negotiations preparation. CSEA will provide a minimum of one week's notice to the supervisors of the employees involved.

18.0 EMPLOYEE ORIENTATION

- 18.1 The CSEA Chapter 190 shall be permitted to conduct a one (1) hour session for all bargaining unit members during the all-District orientation program held prior to the opening of school. The meeting shall be held for the purpose of conducting organization business. Attendance shall be voluntary. Employees not in paid status but electing to attend the District orientation meeting shall be paid their regular rate of pay for the hours scheduled for the orientation meeting.
- 18.2 For classified employees new to the district, the District shall provide CSEA with an Opportunity during the intake of the new employee to present an orientation about CSEA and its activities. The CSEA orientation shall be developed and delivered by a CSEA unit member selected by the CSEA Chapter 190 leadership.

19.0 FITNESS FOR DUTY EXAMINATIONS

- 19.1 An employee who seeks to return to work following a leave of absence due to industrial or nonindustrial illness or injury shall present a medical release from his/her physician or psychologist indicating whether the employee is fit to return to work and specifying any restrictions.
- 19.2 Following an employee's return from medical leave of absence, the district may require an employee to submit to a Fitness for Duty examination by a physician, psychiatrist, or occupational therapist selected by the District if the District believes, based on objective evidence, that an employee's present ability to perform the essential functions of the job is impaired by a medical condition or the employee poses a direct threat to self or others in the workplace. The district will notify CSEA and present the objective evidence prior to notifying the employee of the Fitness for Duty requirement. The employee shall be placed on paid administrative leave through the completion of the fitness for duty examination.
- 19.3 The District shall provide the physician, psychiatrist, or occupational therapist with any information it possesses describing the essential job functions of the position. The healthcare provider shall be entitled to review documentation depicting the work performance issue(s), if any, giving rise to the exam. The scope of the medical examination shall be limited to what is needed to determine whether the employee is fit for duty. An employee shall be deemed to pass the Fitness for Duty examination if the medical provider determines the employee can perform the essential job functions of the position and is not a direct threat to self or others. An employee who passes the Fitness for Duty examination shall be permitted to return to work.
- 19.4 If a medical provider indicates that the employee is unfit to return to work, the employee may request examination by a third medical practitioner mutually agreed upon by the District and CSEA. The decision of the third medical provider shall be binding on both the employee and the District. The cost of the third examination

shall be borne by the District and shall include reasonable reimbursement for lodging, food, and mileage, if necessary. The employee shall be entitled to receive copies of all medical information which is generated by participation in the Fitness for Duty examination process.

- 19.5 An employee who is determined to be unfit for duty may continue to use his/her remaining leave rights. The employee may also request reasonable accommodations through the Interactive Process to determine whether the employee can fulfill the essential job functions of the position through the implementation of reasonable accommodations by the District.
- 19.6 If the Interactive Process leads to the employee returning to work, the employee shall have credited back to him/her any paid leave used after the determination the employee was not fit for duty. If such member did not have paid leave available, the member shall receive the pay he/she would have received if the member had returned to work after the determination that he/she was not fit for duty. If reasonable accommodations are requested, no unit member shall be placed on the 39 month rehire list until the completion of the Interactive Process. The District's obligation in subsections XII.20.5 and XII.20.6 are conditioned upon the employee actively participating in the Interactive Process in a diligent manner.
- 19.7 If a benefited employee is determined to be unfit for duty due to a disabling condition and no reasonable accommodation can be found to return the employee to work, the District may, in consultation with the employee, apply for CalPERS disability retirement on behalf of the employee. The employee shall participate in a reasonably diligent manner in order to complete the CalPERS process. If CalPERS determines the employee is not eligible for disability retirement, the employee shall be subject to the Fitness for Duty clause to the same extent as an employee returning from a medical leave of absence.

ARTICLE XIII TRANSFERS

1.0 TRANSFERS

The District may transfer employees within class in the best interest of the District. For the purpose of this paragraph, transfers are defined as the assignment of an employee to a work site location. If an employee is permanently transferred by the District, a written notice shall be provided to the employee prior to the transfer. The employee may appeal the transfer within ten (10) days to the Director of the department in which the employee works. The employee may appeal the Director's decision to the Chief Officer of the department, and ultimately to the Chief Human Resources Officer whose decision shall be final.

2.0 LATERAL TRANSFERS

When a new position is created or an existing position becomes vacant within the same job classification, employees within the District shall receive first consideration for any vacancies for which they meet the qualifications listed in the job posting. All vacancies shall be posted by the District for not less than six (6) working days at all work locations. A copy of the notice of a vacancy shall be provided to CSEA. Any employee may apply for transfer to that position by submitting an in-house application to the Human Resources Department within the six (6) day posting period. All qualified applicants shall be granted an interview.

3.0 PROMOTIONAL TRANSFERS

When a new position is created or an existing position becomes vacant, employees within the District shall receive first consideration for any vacancies for which they meet the minimum qualifications listed in the job posting. All vacancies shall be posted by the District for not less than six (6) working days at all work locations. A copy of the notice of a vacancy shall be provided to CSEA. Any employee may apply for transfer to the position by submitting an in-house application to the Human Resources Department within the six (6) day posting period. All qualified applicants shall be granted an interview.

4.0 MEDICAL TRANSFER

The District may give alternative work when the same is available to any 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 District and concurrence of the employee.

5.0 MILEAGE COMPENSATION DURING TEMPORARY ASSIGNMENT

Any employee required to work at a work site on a temporary assignment which is more than five (5) miles from his/her normal work site shall be compensated for the total mileage difference between his/her normal work site and his/her temporary work site at the amount established in this Agreement for reimbursement for mileage. Such compensation shall be paid to the employee not later than the next commercial warrant run, after the appropriate expense claim is submitted.

ARTICLE XIV LAYOFF AND RE-EMPLOYMENT

1.0 LAYOFF

When the Governing Board determines that layoff due to lack of work and/or lack of funds is necessary, the procedures for layoff shall be administered under this Article. This Article incorporates and completes the negotiations of the effects which may result from a layoff. Layoff is defined as separation from service and/or reduction in hours. It is agreed and understood that the decision to reduce hours shall be negotiated.

2.0 NOTICE OF LAYOFF

2.1 Procedures for layoff notice and rights to hearing are set forth in Education Code section 45117

2.2 The District agrees to provide CSEA with thirty (30) days' advanced notice of any anticipated recommendation to lay off bargaining unit positions for purposes of allowing sufficient time to effect bumping rights, if any.

2.3 Notwithstanding sections 2.1 and 2.2 above, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date

The District, after compliance with 1.0 above, shall notify the President of CSEA and affected employees in writing no later than sixty (60) days prior to any planned layoffs.

3.0 ORDER OF LAYOFF

Any layoff shall be affected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. An employee with the least seniority within the classification plus higher classifications shall be laid off first. Seniority for all employees shall be based on date of hire in a job classification.

4.0 BUMPING RIGHTS

An employee laid off from his/her present classification may bump into the next lowest classification in which the employee has the greatest seniority considering his/her seniority in the lower classification and any higher classifications. The employee may continue to bump into lower classifications in which the employee previously served to avoid layoff.

5.0 LAYOFF IN LIEU OF BUMPING

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.

6.0 EQUAL SENIORITY

If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the basis of the greater District hire date seniority, and if that is equal, then the determination shall be made by the Superintendent or designee based on whether active disciplinary action, formal or informal, exists within the prior 12 months. If there are no differences in disciplinary action or none exist, then a determination shall be made by drawing lots.

7.0 RE-EMPLOYMENT RIGHTS

An employee who is placed on the thirty-nine (39) month re-employment list and who is subsequently re-employed in a new position in a classification not previously held retains the right to be returned to the re-employment list for the remainder of the thirty-nine (39) month period if they fail to complete the probationary period in the new position. The remaining time period shall be calculated as the time remaining in the thirty-nine (39) month period as of the date of re-employment.

8.0 VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with a sixty-three (63) month time limit, except that they shall be ranked in accordance with their seniority on any valid re-employment.

9.0 RETIREMENT IN LIEU OF LAYOFF

- 9.1 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) working days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
- 9.2 The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section 7.0 of this Article. However, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code sections.
- 9.3 The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and 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.
- 9.4 An employee subject to this Section who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which he/she was laid off shall be deemed to be permanently retired.
- 9.5 If an employee elects to retire after being placed on the re-employment list, the employee loses his/her thirty-nine (39) month re-employment rights and is retired.

10.0 SENIORITY ROSTER

By November 1 of each year, the District shall provide an updated seniority roster indicating employee classification seniority to the CSEA Chapter President.

11.0 NOTIFICATION OF RE-EMPLOYMENT OPENINGS

Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by first class mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which will acquit the District of its notification responsibility.

12.0 EMPLOYEE NOTIFICATION TO DISTRICT

An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days from the date the re-employment notice was sent. If the employee accepts re-employment, the employee must report to work within ten (10) working days after acceptance of the position. An employee may request to be removed from the re-employment list at any time by providing written notice to the District.

13.0 RE-EMPLOYMENT IN HIGHEST CLASS

Employees shall be re-employed in the highest rated job classification available in accordance with their classification seniority. Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) month right to the higher paid position if best qualified.

14.0 IMPROPER LAYOFF

Any employee who is determined to have been improperly laid off pursuant to the hearing process set forth in Education Code Section 45117 shall be re-employed immediately upon such determination by the Board of Education.

15.0 SENIORITY DURING INVOLUNTARY UNPAID STATUS

Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

ARTICLE XV DISCIPLINARY ACTION

1.0 DISCIPLINARY ACTION

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. In handling discipline matters it is intended that progressive steps be utilized unless the District believes the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate, or where progressive steps are not likely to correct the conduct. Progressive steps may include, but are not limited to the following:

- Verbal warnings
- Written warnings (including Notices of Concern), and
- Shortened evaluation cycles.

The employee shall be given a reasonable period of time to correct any identified area of concern. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent manner and are appropriately documented.

The following disciplinary actions that deprive a permanent employee of classification or an incidence of classification may be taken by the District against a permanent employee.

- 1.1 Dismissal: Removal from the employment of the District.
- 1.2 Suspension Without Pay: Temporary involuntary placement in an unpaid status for a specified period of time.
- 1.3 Involuntary Reassignment: A change of assignment without the employee's written voluntary consent.
- 1.4 Involuntary Demotion: Placement in a lower classification without the employee's written voluntary consent.

2.0 CAUSE

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

- 2.1 Neglect of duty.
- 2.2 Inefficiency.
- 2.3 Incompetency.
- 2.4 Violation of rules and regulations of the Board of Education, State Board of Education, Education Code, and/or other applicable laws.
- 2.5 Insubordination.
- 2.6 Dishonesty or theft.
- 2.7 Drinking alcoholic beverages, which adversely affect the District directly or indirectly.

- 2.8 Consumption of alcoholic beverages on the job.
- 2.9 Immoral conduct.
- 2.10 Illegal use of narcotics.
- 2.11 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 I, Part 1.5, Division 6 of the Health, and Welfare Code.
- 2.12 Repeated, unexcused tardiness.
- 2.13 Repeated, unexcused failure to report to work as assigned.
- 2.14 Excessive absence, which is detrimental to the District.
- 2.15 Inability to work harmoniously with others to such a degree that District functioning is impaired.
- 2.16 Failure to maintain such conditions and standards required by the District Job Description.
- 2.17 Negligent or intentional damage to District property.
- 2.18 Disorderly conduct, which has a detrimental effect on the operation of the District.
- 2.19 Evident unfitness for service.
- 2.20 Failure to maintain licenses or certificates required by law for the job.
- 2.21 Failure to adequately perform bona fide requirements of the position held.
- 2.22 Physical and/or medical inability to perform assigned duties.
- 2.23 Engaging in political activity during assigned hours of work.
- 2.24 Conviction of a felony or any crime involving moral turpitude.
- 2.25 Falsifying relevant information on application forms and other District records.

3.0 DISCIPLINARY PROCEDURE

- 3.1 Written Notice: An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:
 - 3.1.1 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 or more than two (2) years from the filing of this statement of charges unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

3.1.2 Prior to the Informal Hearing, the employee will receive a Notice of Informal Hearing and an unsigned copy of the proposed disciplinary action and Statement of Charges.

3.1.3 The employee may, upon request, have copies of the material upon which the charges are based.

3.2 Informal Hearing

3.2.1 Informal hearing consists of a meeting between the Superintendent or his/her designee with the employee who has been notified of the charge(s) against him/her and has been given an opportunity to be heard. The employee will be given a copy of Article XV (Disciplinary Action) at this informal hearing.

3.2.2 Following an informal hearing with the Superintendent or his/her designee, an employee may be immediately placed on administrative leave with pay, pending a formal hearing. An employee may be immediately suspended in those circumstances involving the destruction of property or the health or safety of District employees or pupils.

3.3 Formal Hearing

3.3.1 The employee may request a formal hearing, in writing, within five (5) calendar days after service of the signed statement of charges. A card 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 five (5) calendar days shall be deemed to be a waiver of the right to the hearing.

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

3.3.3 If the employee does not request a hearing by the set date, disciplinary action may be taken without a hearing.

3.3.4 The employee may be represented at the hearing by a representative of his/her choice.

3.3.5 The hearing shall be conducted before the Board of Education or before the Board's designee.

3.3.5.1 Hearing before Board of Education: The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine adverse witnesses.

3.3.5.2 Hearing before Designee:

- A dismissal hearing may be delegated to a hearing officer from the Office of Administrative Hearings.
- A suspension, involuntary reassignment, or demotion hearing may be delegated to the Superintendent or his/her designee.

- The delegate shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determinations of issues. A copy of the recommended decision shall be sent to the employee.
- Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
- The Board of Education may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Education.

3.4 Results of the Hearing

A written decision shall be sent to the employee and CSEA, including the findings of fact and determination of issues.

3.5 Non-Arbitration Alternative

The decision rendered as a result of a disciplinary hearing shall not be subject to the provisions of Article IX.

4.0 DISCIPLINARY ACTION - MANDATORY DRUG TESTING PROGRAM/SCHOOL BUS DRIVERS

- 4.1 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. The employee may be recommended to the Director of Human Resources, who, after consulting with CSEA, may require the employee to participate in the Employee Assistance Program. Other actions may be recommended in accordance with regular progressive discipline procedures. Re-testing shall occur within 24 hours 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. The District is expected to offer advice or assistance under this circumstance. The decision on whether to move forward with discipline, including what level of discipline, shall be within the sole discretion of the District and shall not be dependent upon or limited in any way by the employee's participation in the Employee Assistance Program.
- 4.2 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 suspended without pay unless the employee has available sick leave and shall be required to report immediately to the Employee Assistance Program so that a drug or alcohol counselor can do an evaluation.

- 4.2.1 If an employee who has tested positive for drugs or .04 and above for alcohol, is referred to the Employee Assistance Program and refuses to participate or refuses to complete the Employee Assistance Program, the District may institute disciplinary action, which may include dismissal.
- 4.2.2 An employee who has had a positive drug and/or alcohol test of .04 or above who has been referred to the Employee Assistance Program, shall be required to submit to periodic testing while participating in, and for a reasonable period of time up to twelve (12) months after the completion of the Employee Assistance Program. If positive testing recurs during this time, the District shall institute disciplinary action, which may include dismissal.
- 4.2.3 If an employee who has tested positive for drugs or alcohol at .04 or above is referred to the Employee Assistance Program, the employee shall also be required to attend therapy, counseling and/or group meetings in addition to the Employee Assistance Program for a period of up to twelve (12) months.
- 4.2.4 A driver referred to the Employee Assistance Program shall successfully complete the recommendations of the Employee Assistance Program and provide written documentation from his/her counselor/medical advisor to the Director of Human Resources. This written documentation shall be submitted prior to consideration for written approval for the driver to return to work.
- 4.3 The District shall pay for pre-employment tests and for required testing, including required random testing, where negative results are obtained. Should re-testing or follow-up testing produce positive results, the employee shall be responsible for reimbursement/payment.

ARTICLE XVI EMPLOYEE ORIENTATION AND INFORMATION

1.0 NOTICE TO CSEA OF NEW HIRES

The Carmel Unified School District (District) shall provide the California Schools Employees Association (CSEA) notice of any newly hired employee covered within Article I, Recognition, of the CUSD and CSEA Chapter 190 Collective Bargaining Agreement, within thirty (30) days of the date of hire, via an electronic mail and include the information described below in section 2.3.

2.0 EMPLOYEE INFORMATION

- 2.1 "Newly hired employee" or "new hire" means any employee covered within Article I, Recognition, of the CUSD and CSEA Chapter 190 Collective Bargaining Agreement, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- 2.2 The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically in a mutually agreeable secure manner, within 30 days of hire. The District will not encourage new employees to opt out of providing the information.
- 2.3 Contact information shall include the following items as provided by the employee:
 1. First Name
 2. Middle initial
 3. Last name
 4. Suffix (e.g. Jr., III)
 5. Job Title
 6. Department
 7. Primary worksite name
 8. Work telephone number
 9. Work Extension
 10. Home Street address (incl. apartment#)
 11. City
 12. State
 13. ZIP Code (5 or 9 digits)
 14. Home telephone number (10 digits)
 15. District email address of the employee
 16. Last four digits of the social security number
 17. Hire Date;

- 2.4 This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
- 2.5 The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically in a mutually agreeable secure manner. This contact information shall be provided as outlined in section 2.3.
- 2.6 The District is not required to provide to CSEA a field of information contained in Section 2.3 if an employee does not provide the information to the District, or if otherwise requested by the employee. The District will not encourage the employee to opt out.

3.0 NEW EMPLOYEE ORIENTATION

- 3.1 "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.
- 3.2 The District shall provide CSEA access to its new employee orientations. CSEA shall receive no less than ten (10) days' notice in advance of any group 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.
- 3.3 In the event the District conducts a group orientation, CSEA shall have up to thirty (30) minutes of paid release, excluding travel time if needed, for one (1) CSEA representative (Chapter President or designee) to conduct the orientation session.
- 3.4 In the event the District conducts one-on-one orientations with new employees, CSEA shall have up to thirty (30) minutes of paid release time, excluding travel time if needed, for one (1) CSEA representative (Chapter President or designee) to conduct the orientation session.
- 3.5 CSEA shall provide copies of the CSEA membership application to the District for distribution. The District shall include the CSEA membership information, in any employee orientation packet the District provides to newly hired employees.
- 3.6 The orientation session will be held at a mutually agreed upon time, on District property during the workday of the employee(s), who shall be given release time to attend.
- 3.7 The District will not pay for CSEA orientation work outside of the normal work hours of the employee with the exception of any group orientation held prior to the start of school. The District will not pay overtime pay for any orientation work.
- 3.8 Release time provided for orientation activities shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

- 3.9 The CSEA Labor Relations Representative may attend any orientation session.
- 3.10 No employee shall be forced to participate in the above Association orientation. The employee will sign or initial a document provided by a CSEA representative indicating that an opportunity was offered to participate in the orientation, and it was accepted or declined. An employee's refusal to participate does not constitute a violation by the District of any provision of this section. A copy of the form will be provided to the District.
- 3.11 Neither the employer nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of their decision to participate or not participate in the employee orientation.

4.0 GRIEVANCE PROCEDURE

- 4.1 Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subjected to the grievance article as outlined in the Collective Bargaining Agreement.

ARTICLE XVII
CONTRACTING OUT

- 1.0 During the life of this Agreement, the District agrees that it will not contract out work assignments unless the nature of the services required to be performed is of a specialized nature; the qualifications for the work cannot be met by bargaining unit employees; and/or the bargaining unit employees are not available or capable of performing the work being contracted for. The Superintendent, or his/her designee, shall make the decision based on the above reasons.
- 2.0 The District will not transfer substantial services to any outside agency without first informing CSEA in writing of the proposed contract. Contracting out of substantial services shall be in compliance with current Education Code.

**ARTICLE XVIII
COMPLETION OF AGREEMENT**

- 1.0 This document comprises the entire Agreement between the District and CSEA. The District shall have no further obligation to meet and negotiate, during the term of this Agreement except for re-openers provided herein, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

**ARTICLE XIX
CONCERTED ACTIVITIES**

- 1.0 It is the intent of the parties that during the term of this Agreement, the members of the Unit shall faithfully and diligently perform all of the duties normally associated with the positions. There shall be no strike, slow-down, "work to rule", work stoppage, unlawful picketing, or any other failure to properly perform assigned duties by the CSEA, its officers, or members of the Unit.
- 2.0 In the event that members of the Unit take any steps in violation of the provisions of this Section, the CSEA shall make every reasonable effort to encourage the employees to comply with the terms of this Agreement.

**ARTICLE XX
DURATION**

- 1.0 The term of this Agreement shall be from July 1, 2022, up to and including June 30, 2024. The parties may re-open negotiations during 2023/2024 on wages and fringe benefits.
- 2.0 If either party submits a sunshine proposal, it shall cause the Public Disclosure Rule to take effect and negotiations shall commence as soon after the public has been afforded the opportunity to respond to the proposal and in no case beyond forty-five (45) days after the proposal was submitted.
- 3.0 The term of this Agreement shall be from July 1, 2022, up to and including June 30, 2024.

**ARTICLE XXI
SAVINGS**

- 1.0 In any provisions of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to any applicable law, rule, regulation, or order issued by governmental judicial authority other than the District, such provisions or application shall be suspended and be deemed invalid only 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.
- 2.0 In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and negotiate on the effect of the suspension or invalidation as soon as possible and in no case later than thirty (30) days after such determination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CARMEL UNIFIED SCHOOL DISTRICT



Ted Knight, Ed.D.
Superintendent

CARMEL CHAPTER 190



Lisa Fosler-Brazil,
CSEA, Chapter 190 President

12/5/22

Date :

12.9.22

Date:

APPENDIX A

NEGOTIATION UNIT CLASSIFICATIONS

NEGOTIATING UNIT CLASSIFICATIONS

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

In order of job title:

Account Clerk I	12	
Account Clerk II	16	
Account Clerk II – Business Office	17	
Accounting/Purchasing Technician	16	
Accounting Specialist	19	
Administrative Assistant II	20	
Administrative Assistant II-Operations	20	
Administrative Secretary I	17	
Administrative Secretary II	20	
Adult School Secretary	17	
Behavioral Intervention Assistant	14	
Bookkeeper I	18	
Bookkeeper II	19	
Bus Attendant-Vehicle Rider	3	
Bus Driver	15	
Bus Driver – Special Education	15	
Bus Driver Trainer	15	+ 10% (hourly rate while actually engaged in training)
Campus Aide	3	
Clerical Aide	3	
Custodian I	10	
Custodian II (<i>Elementary Lead Custodian</i>)	11	
Custodian II (<i>CMS Lead Custodian</i>)	13	
Custodian III (<i>CHS Lead Custodian</i>)	15	
Executive Assistant to the Deputy Superintendent	24	
Food Services Assistant I	3	
Food Service Assistant II	9	
Food Service Assistant III	10	
Food Service Delivery	9	

Groundsperson I	10	
Groundsperson / Pool Maintenance	10	
Groundsperson II	10	
Health Aide	15	
Instructional Aide	9	
Library Media Specialist	16	
Library Assistant I	12	
Library Assistant II	13	
Mail Delivery	9	
Maintenance I	17	(Inactive)
Maintenance and Grounds Foreman	21	+ 10%
Maintenance II	21	
Maintenance II – Painter/Carpenter	21	
Mechanic I	21	
Mechanic II	22	
Mechanic's Assistant	12	
Mechanic's Assistant / Substitute Bus Driver	15	
MOT Secretary	15	
Noon Duty / Playground Supervision	Step	A – F
Office Assistant	13	
Opportunity Education Instructional Assistant	9	
Personnel Clerk/Human Resources	13	
Principal's Secretary	20	
Principal's Secretary-CVHS/Adult School	18	
Recreation Assistant	6	
School Secretary I	13	
School Secretary II	15	
Secretary to the Principal-CVHS/Carmel Adult School	18	
Service Mechanic	17	
Special Education Instructional Assistant	14	
Special Education Attendant	14	
Special Education Mainstream Assistant	14	
Speech & Language Program Assistant	14	
Technical Assistant	16	
Technical Assistant – College / Career Center	16	

Technical Assistant – Computer Technician	16	
Technical Assistant – Physical Education	16	
Technology Trainer / Lead District Technician	20	
Transportation Foreman	21	+ 10% (includes cell phone stipend)
Typist Clerk / Substitute Caller	12	
Typist Clerk I	9	
Typist Clerk II	12	
Typist Clerk II / Receptionist	13	

APPENDIX B
CSEA DUES/ SERVICE FEE SCHEDULE

CSEA DUES/SERVICE FEE SCHEDULE

The state per capita membership dues of this Association are revised, as approved by this Association's annual conference delegates in accordance with the Association's by-laws, effective with October 2017 payroll warrants, as follows:

EFFECTIVE OCTOBER 1, 2017

<u>Monthly Salary</u>	<u>Monthly Dues Rate</u>
\$ 0 to \$3,150	1.5% of Monthly Salary - max -
\$3,150.01 and over	\$47.25

Local chapters may assess additional Local Chapter Dues. Carmel Chapter 190, Carmel School Employees Association has assessed \$1.25 per month for an assessment per classified employee of \$12.50 annually.

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 professional growth and projected anniversary increments. Dues are to be deducted on a 10-month basis, September through June, inclusive.

APPENDIX C

**TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 190
AND
THE CARMEL UNIFIED SCHOOL DISTRICT**

This is a tentative agreement to settle negotiations related to the following articles of the contract.

ARTICLE VI

SALARIES AND WAGES

This is a one-year agreement for the 2021/22 school year.

- For the 2021/22 School Year, the 2020/21 Classified Salary Schedule shall be increased by 5.0%. There shall be an additional one-time amount of 3.0% in the 2021/22 school year.

ARTICLE XII

LEAVES

This article is amended to read as follows:

- 3.0. Personal Necessity - Up to ~~seven~~ **eleven (7 11)** days of earned sick leave per year may be used for reasons of "Personal Necessity" ~~as defined below. Personal Necessity leave may be utilized for family or personal emergencies, or special situations, when the member's presence is urgently required, as opposed to situations where the particular matter could be taken care of during non-school hours. (For purposes of this provision, immediate family means spouse, domestic partner, children, parents, brothers, sisters, parents in law, sons and/or daughters in law, or grandparents, grandchildren, or any relative living in the immediate household of the employee). Such situations are those that could not be avoided by a prudent person through planning. Something that would be easier to do, but not necessary to do during the normal workday, would not be considered Personal Necessity.~~

Employees utilizing Personal Necessity Leave shall comply with the District's procedures regarding advance notice to permit the District to secure a substitute, and shall, to the extent possible, provide two weeks advance notice.

~~_____ The term "Personal Necessity" shall include the following situations:~~

~~_____ 3.1 _____ Illness or injury of a member of the unit member's immediate family. In this circumstance only, up to eleven (11) days of sick leave earned in the current year may be used as Personal Necessity days. Under circumstances of serious illness or injury (as defined in this contract), unit members may request to access more than eleven (11) day of earned sick leave per year. Requests will be submitted for consideration to the Superintendent or designee and the chapter president. If the Superintendent or designee and chapter president mutually agree to either approve or disapprove the request, the matter is settled. Whenever the Superintendent or designee and the chapter president disagree, the matter will be referred to the Board of Education for a final decision. The District may require documentation for medical personal necessity of three or more days.~~

~~_____ 3.2 _____ An accident involving the member's personal property or that of his/her immediate family.~~

~~_____ 3.3. _____ An appearance in court as a witness or litigant.~~

~~_____ 3.4. _____ Child rearing issues including attending school activities of the unit member's child under Labor Code Section 230.8.~~

~~_____ 3.5. _____ Other activities that cannot reasonably be deferred to other than regular work hours, which are neither matters of personal convenience, recreational activities, or concerted activities. Important family events, whose timing is not within the control of the staff member, such as weddings, graduations, or family reunions, will not be considered matters of convenience or recreation.~~

~~_____ 3.6. _____ Upon approval by the Superintendent or designee, other family or personal situations or emergencies not included in the above paragraph where the members presence is urgently required.~~

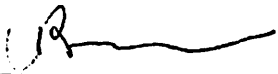
Personal Necessity days shall NOT be utilized for the following situations:

~~3.7. _____ Days taken for recreation, vacation, or hobbies. Regarding hobbies, an exception may be allowed to enable a certificated unit member to participate in a significant event that cannot otherwise be accommodated except during a~~

~~school day. This is intended to be an exceptional request and is not intended to allow repeated participation in such events.~~

3.1 ~~3.8.~~ — Days taken to earn extra income.

3.2 ~~3.9.~~ — The day immediately preceding or following a holiday or vacation without prior approval from the principal or District Office supervisor. If the immediate supervisor denies **approval** ~~the request~~, the employee has the right to appeal to a **panel which includes the Superintendent or designee, and the association president** ~~Human Resources~~.



CSEA, Chapter 190 President

5.18.22

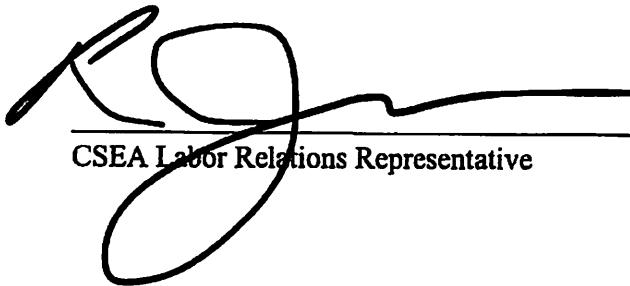
Date



CUSD Superintendent

5-18-22

Date



CSEA Labor Relations Representative

5/18/22

Date



Carmel Unified School District
2022 - 2023
Salary Schedule
Classified Hourly

Appendix D

Range	Step 1 A	Step 2 B	Step 3 C	Step 4 D	Step 5 E	Step 6 F	Step 8 G	Step 10 H	Step 15 I	Step 20 J	Step 25 K
1	20.69	21.62	22.56	23.60	24.71	25.81	26.47	27.13	27.80	28.52	29.22
2	21.16	22.09	23.10	24.16	25.26	26.42	27.08	27.72	28.42	29.13	29.85
3	21.62	22.56	23.60	24.71	25.81	27.04	27.70	28.39	29.11	29.81	30.60
4	22.09	23.10	24.16	25.26	26.42	27.66	28.32	29.06	29.77	30.52	31.28
5	22.56	23.60	24.71	25.81	27.04	28.26	29.01	29.70	30.45	31.19	31.99
6	23.10	24.16	25.26	26.42	27.66	28.92	29.64	30.40	31.15	31.91	32.70
7	23.60	24.71	25.81	27.04	28.26	29.59	30.29	31.10	31.83	32.64	33.46
8	24.16	25.26	26.42	27.66	28.92	30.28	31.08	31.82	32.59	33.44	34.26
9	24.71	25.81	27.04	28.26	29.59	31.00	31.75	32.55	33.36	34.19	35.00
10	25.26	26.42	27.66	28.92	30.28	31.68	32.49	33.25	34.08	34.93	35.82
10+10%	27.77	29.05	30.44	31.82	33.32	34.85	35.74	36.59	37.49	38.43	39.43
11	25.81	27.04	28.26	29.59	31.00	32.40	33.21	34.05	34.89	35.75	36.66
12	26.42	27.66	28.92	30.28	31.68	33.16	34.01	34.85	35.70	36.61	37.53
13	27.04	28.26	29.59	31.00	32.40	33.94	34.78	35.66	36.55	37.44	38.38
14	27.66	28.92	30.28	31.68	33.16	34.74	35.65	36.53	37.43	38.36	39.32
15	28.26	29.59	31.00	32.40	33.94	35.52	36.42	37.35	38.29	39.21	40.22
15+10%	31.10	32.55	34.05	35.65	37.34	39.07	40.10	41.09	42.11	43.12	44.22
16	28.92	30.28	31.68	33.16	34.74	36.40	37.28	38.23	39.14	40.17	41.14
17	29.59	31.00	32.40	33.94	35.52	37.17	38.14	39.06	40.05	41.04	42.08
18	30.28	31.68	33.16	34.74	36.40	38.12	39.02	40.01	41.02	42.03	43.07
19	31.00	32.40	33.94	35.52	37.17	38.96	39.91	40.94	41.96	43.01	44.06
20	31.68	33.16	34.74	36.40	38.12	39.86	40.87	41.91	42.97	44.03	45.13
20+10%	34.84	36.47	38.23	40.06	41.91	43.88	44.96	46.11	47.27	48.44	49.63
21	32.40	33.94	35.52	37.17	38.96	40.81	41.84	42.92	43.96	45.06	46.18
21+10%	35.65	37.34	39.07	40.89	42.86	44.91	46.03	47.20	48.36	49.58	50.83
22	33.16	34.74	36.40	38.12	39.86	41.80	42.83	43.91	44.99	46.13	47.27
23	33.94	35.52	37.17	38.96	40.81	42.75	43.81	44.90	46.02	47.18	48.35
24	34.74	36.40	38.12	39.86	41.80	43.77	44.89	45.99	47.11	48.29	49.53

STEP PLACEMENT: New employees shall normally be placed on Step A of the salary schedule. The District may grant experience credit up to Step E for any new employee or up to Step E for new journeymen, maintenance personnel, or mechanic. (Experience credit given up to Step E effective 7/1/12.)

STEP MOVEMENT: Continuing employees will advance to the next higher salary step each July 1st, provided they have been in paid status 75% of the required workdays of the prior year in their current classification. A change in classification will be applied following the 75% rule based upon the date of reclassification.

EDUCATIONAL INCENTIVE: Bachelor's - \$1,000. Master's - \$2,000. Doctorate - \$5,635 (all amounts are annual totals, only one incentive for each degree level)

Approved: 10/19/22 Effective: 7/1/2022



Carmel Unified School District
2022-2023
Salary Schedule
Classified Monthly

Appendix D

Range	Step 1 A	Step 2 B	Step 3 C	Step 4 D	Step 5 E	Step 6 F	Step 8 G	Step 10 H	Step 15 I	Step 20 J	Step 25 K
1	3,584	3,745	3,910	4,089	4,283	4,474	4,585	4,704	4,822	4,942	5,065
2	3,665	3,830	4,004	4,188	4,375	4,574	4,694	4,805	4,923	5,053	5,174
3	3,745	3,910	4,089	4,283	4,474	4,686	4,801	4,918	5,046	5,167	5,300
4	3,830	4,004	4,188	4,375	4,574	4,792	4,912	5,035	5,162	5,289	5,419
5	3,910	4,089	4,283	4,474	4,686	4,897	5,025	5,150	5,275	5,410	5,544
6	4,004	4,188	4,375	4,574	4,792	5,011	5,141	5,270	5,403	5,528	5,667
7	4,089	4,283	4,474	4,686	4,897	5,129	5,252	5,388	5,517	5,662	5,801
8	4,188	4,375	4,574	4,792	5,011	5,250	5,382	5,516	5,652	5,796	5,939
9	4,283	4,474	4,686	4,897	5,129	5,370	5,504	5,643	5,783	5,923	6,069
10	4,375	4,574	4,792	5,011	5,250	5,490	5,630	5,763	5,905	6,060	6,210
11	4,474	4,686	4,897	5,129	5,370	5,616	5,755	5,902	6,050	6,196	6,355
12	4,574	4,792	5,011	5,250	5,490	5,749	5,895	6,041	6,189	6,344	6,505
13	4,686	4,897	5,129	5,370	5,616	5,882	6,024	6,178	6,335	6,490	6,654
14	4,792	5,011	5,250	5,490	5,749	6,020	6,177	6,332	6,489	6,650	6,815
15	4,897	5,129	5,370	5,616	5,882	6,157	6,312	6,476	6,635	6,794	6,970
16	5,011	5,250	5,490	5,749	6,020	6,307	6,460	6,627	6,783	6,960	7,130
17	5,129	5,370	5,616	5,882	6,157	6,443	6,609	6,774	6,943	7,114	7,295
18	5,250	5,490	5,749	6,020	6,307	6,605	6,766	6,932	7,109	7,282	7,467
19	5,370	5,616	5,882	6,157	6,443	6,750	6,918	7,097	7,271	7,454	7,636
20	5,490	5,749	6,020	6,307	6,605	6,910	7,086	7,263	7,447	7,631	7,824
21	5,616	5,882	6,157	6,443	6,750	7,077	7,251	7,437	7,621	7,812	8,007
22	5,749	6,020	6,307	6,605	6,910	7,245	7,425	7,609	7,798	7,995	8,192
23	5,882	6,157	6,443	6,750	7,077	7,409	7,593	7,783	7,976	8,181	8,382
24	6,020	6,307	6,605	6,910	7,245	7,586	7,781	7,970	8,166	8,372	8,582

STEP PLACEMENT: New employees shall normally be placed on Step A of the salary schedule. The District may grant experience credit up to Step E for any new employee or up to Step E for new journeymen, maintenance personnel, or mechanic. (Experience credit given up to Step E effective 7/1/12.)

STEP MOVEMENT: Continuing employees will advance to the next higher salary step each July 1st, provided they have been in paid status 75% of the required workdays of the prior year in their current classification. A change in classification will be applied following the 75% rule based upon the date of reclassification.

EDUCATIONAL INCENTIVE: Bachelor's - \$1,000, Master's - \$2,000, Doctorate - \$5,635 (all amounts are annual totals, only one incentive for each degree level)

Approved: 10/19/22 Effective: 07/01/2022

Appendix E
2023 Health & Welfare Benefits

Carmel Unified School District
Medical, Dental and Vision Rates - Effective January 2023

PPO \$25 Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee (EE)	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch add't'l
Medical									
Employee	14,040.00	12,559.95	1,480.05	134.55	1,141.81	123.34	1,046.66	1,170.00	-
Employee + 1	28,008.00	17,831.02	10,176.98	925.18	1,621.00	848.08	1,485.92	2,334.00	1,404.37
Full Family	36,384.00	22,290.03	14,093.97	1,281.27	2,026.37	1,174.50	1,857.50	3,032.00	2,165.82
PPO \$30 Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch add't'l
Medical									
Employee	12,744.00	12,403.99	340.01	30.91	1,127.64	28.33	1,033.67	1,062.00	-
Employee + 1	25,416.00	17,518.99	7,897.01	717.91	1,592.64	658.08	1,459.92	2,118.00	1,182.91
Full Family	33,024.00	21,881.99	11,142.01	1,012.91	1,989.27	928.50	1,823.50	2,752.00	1,874.55
PPO \$40 Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch add't'l
Medical									
Employee	12,072.00	12,072.00	-	-	1,097.45	-	1,006.00	1,006.00	-
Employee + 1	24,096.00	17,363.01	6,732.99	612.09	1,578.46	561.08	1,446.92	2,008.00	1,093.09
Full Family	31,284.00	21,677.92	9,606.08	873.28	1,970.72	800.51	1,806.49	2,607.00	1,746.55
PPO \$50 Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch add't'l
Medical									
Employee	11,316.00	11,316.00	-	-	1,028.73	-	943.00	943.00	-
Employee + 1	22,620.00	17,194.91	5,425.09	493.19	1,563.17	452.09	1,432.91	1,885.00	1,027.64
Full Family	29,376.00	21,449.95	7,926.05	720.55	1,950.00	660.50	1,787.50	2,448.00	1,641.82

PPO \$60 Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch addt'nl
Medical									
Employee	10,200.00	10,200.00	-	-	927.27	-	850.00	850.00	-
Employee + 1	20,268.00	16,906.95	3,361.05	305.55	1,537.00	280.09	1,408.91	1,689.00	915.27
Full Family	26,352.00	21,090.04	5,261.96	478.36	1,917.28	438.50	1,757.50	2,196.00	1,468.36
PPO SELECT Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch addt'nl
Medical									
Employee	8,484.00	10,892.00	-	-	771.27	-	707.00	707.00	-
Employee + 1	16,896.00	15,395.00	1,501.00	136.45	1,399.55	125.08	1,282.92	1,408.00	545.82
Full Family	21,948.00	19,134.00	2,814.00	255.82	1,739.45	234.50	1,594.50	1,829.00	1,005.09
TRIO HMO Active Employees All Groups	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee	11 mo deduction for ER	12 mo deduction for EE	12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch addt'nl
Medical									
Employee	11,172.00	11,172.00	-	-	1,015.64	-	931.00	931.00	-
Employee + 1	24,024.00	17,311.69	6,712.31	610.21	1,573.79	559.36	1,442.64	2,002.00	1,168.36
Full Family	29,676.00	21,669.42	8,006.58	727.88	1,969.95	667.22	1,805.79	2,473.00	1,682.18
All Groups & Retirees	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee			12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch addt'nl
Dental									
Employee	708.00	708.00	-				59.00	59.00	
Employee + 1	1,284.00	1,284.00	-				107.00	107.00	52.36
Full Family	2,112.00	2,112.00	-				176.00	176.00	127.64
All Groups & Retirees	2023 Calendar Yr. Premium	District Contribution Cap	Employee's Annual Cost	11 mo deduction for Employee			12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch addt'nl
Vision									
Employee	132.00	132.00	-				11.00	11.00	
Employee + 1	192.00	192.00	-				16.00	16.00	5.45
Full Family	348.00	348.00	-				29.00	29.00	19.64

PPO \$25 Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add'tnl
Medical									
Employee	14,004.00	12,560.04	1,443.96	120.33			1,046.67	1,167.00	
Employee + 1	27,972.00	17,831.04	10,140.96	845.08			1,485.92	2,331.00	1,284.33
Full Family	36,348.00	22,290.00	14,058.00	1,171.50			1,857.50	3,029.00	1,982.33
PPO \$30 Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add'tnl
Medical									
Employee	12,708.00	12,404.04	303.96	25.33			1,033.67	1,059.00	
Employee + 1	25,380.00	17,519.04	7,860.96	655.08			1,459.92	2,115.00	1,081.33
Full Family	32,988.00	21,882.00	11,106.00	925.50			1,823.50	2,749.00	1,715.33
PPO \$40 Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add'tnl
Medical									
Employee	12,036.00	12,036.00	-	-			1,003.00	1,003.00	
Employee + 1	24,060.00	17,363.04	6,696.96	558.08			1,446.92	2,005.00	1,002.00
Full Family	31,248.00	21,678.00	9,570.00	797.50			1,806.50	2,604.00	1,601.00
PPO \$50 Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add'tnl
Medical									
Employee	11,280.00	11,280.00	-	-			940.00	940.00	
Employee + 1	22,584.00	17,195.04	5,388.96	449.08			1,432.92	1,882.00	942.00
Full Family	29,340.00	21,450.00	7,890.00	657.50			1,787.50	2,445.00	1,505.00
PPO \$60 Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add'tnl
Medical									
Employee	10,164.00	10,164.00	-	-			847.00	847.00	
Employee + 1	20,232.00	16,907.04	3,324.96	277.08			1,408.92	1,686.00	839.00
Full Family	26,316.00	21,090.00	5,226.00	435.50			1,757.50	2,193.00	1,346.00

PROSELECT Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add't'l
Medical									
Employee	8,448.00	10,892.00	-	-			704.00	704.00	
Employee + 1	16,860.00	15,395.00	1,465.00	122.08			1,282.92	1,405.00	497.33
Full Family	21,912.00	19,134.00	2,778.00	231.50			1,594.50	1,826.00	918.33
TRIO HMO Retiree's less than 65 Yrs old/ W/O Medicare	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Premium Cost	Monthly Premium Cost for RE 12 mos			12 mo District Cost	12 month rate for coverage	12 mo rate to purch add't'l
Medical									
Employee	11,136.00	11,172.00	-	-			928.00	928.00	
Employee + 1	23,988.00	17,311.69	6,676.31	556.36			1,442.64	1,999.00	1,068.00
Full Family	29,640.00	21,669.42	7,970.58	664.22			1,805.79	2,470.00	1,539.00
All Groups & Retirees	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Cost	Monthly Premium Cost for RE 12 mos			12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch add't'l
Dental									
Employee	708.00	708.00	-				59.00	59.00	
Employee + 1	1,284.00	1,284.00	-				107.00	107.00	52.36
Full Family	2,112.00	2,112.00	-				176.00	176.00	127.64
All Groups & Retirees	2023 Calendar Yr. Premium	District Contribution Cap	Retiree's Annual Cost	Monthly Premium Cost for RE 12 mos			12 mo deduction for ER	12 month rate for coverage	11 mo rate to purch add't'l
Vision									
Employee	132.00	132.00	-	-			11.00	11.00	
Employee + 1	192.00	192.00	-	-			16.00	16.00	5.45
Full Family	348.00	348.00	-	-			29.00	29.00	19.64

CATASTROPHIC LEAVE BANK: REQUEST FORM

School Site: _____

Explanation for Request:

Number of days requesting to withdraw:

☐ Initial Request _____ days (up to 30)

☐ 1st Extension Request _____ days (up to 30)

☐ 2nd Extension Request _____ days (up to 30)

☐ 3rd Extension Request _____ days (up to 30)

Date _____

FOR DISTRICT USE ONLY	
Withdrawal Request:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Pool Participant as of: _____	
Reason for denial: _____ _____ _____ _____ _____	
_____ Superintendent or Designee	

6/4/13 HR



APPENDIX F
CATASTROPHIC LEAVE BANK
SICK LEAVE DONATION FORM

CATASTROPHIC LEAVE BANK: SICK LEAVE DONATION FORM

The purpose of the catastrophic leave program is to permit employees to donate to a CATASTROPHIC leave bank (CLB) that will be used to support an employee when that employee, or a member of his or her immediate family, suffers from a catastrophic illness or injury, and the employee has exhausted all sick leave and other paid leave options. The CLB, while supporting your colleagues, also acts like an insurance policy for you, in case of unforeseen events.

Donated Sick leave days are irrevocably given to the Catastrophic Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Catastrophic Leave Bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use.

Only donors will be permitted to withdraw from the CLB. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next open enrollment period and are not eligible to withdraw from the Bank until they are enrolled.

Donations will be accepted during a thirty (30) day period beginning September 1 of each school year. The donation period will not occur in any year in which the Bank contains ninety (90) or more days. For employees who did not donate during the initial enrollment period, the Bank will reopen every three (3) years. Existing participants will not be asked to donate unless the Bank has fallen below ninety (90) days.

Participating unit members shall make a donation each time a donation period is opened until such time that a unit member notifies the Human Resources Office in writing of his or her desire to cancel participation. The unit member shall not be eligible to draw from the bank as of the effective date of the cancellation.

I, _____ a ☐ Certificated ☐ Classified Employee,

do hereby donate one (1) day of my accumulated Sick Leave to the Catastrophic Leave Bank.

I understand that this contribution is irrevocable and waive my right to appeal this decision to any court, administrative agency or arbitrator.

Donor Employee Signature

Date

Work Site

FOR DISTRICT USE ONLY

6/4/13 HR

APPENDIX G
CARMEL UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Name: _____ Classification: _____ Site: _____ Rating Period: _____ to _____		Status Probationary (1 st evaluation) <input type="checkbox"/> Probationary (2 nd evaluation) <input type="checkbox"/> Permanent <input type="checkbox"/>	
PERFORMANCE DIMENSIONS			
Directions: Please rate the employee on each of the following performance dimensions. Improvement recommendations are required to be included in the commentary section for items rated as "Does not meet standards."			
QUALITY OF WORK			
A	Employee efficiently performed the primary and essential functions described in job description.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
B	Employee consistently completed work neatly.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
C	Employee consistently performed work accurately.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
JOB KNOWLEDGE			
A	Employee demonstrated performance of the skills and methods required for successful completion of tasks.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
B	Employee correctly prioritized responsibilities so that demands were anticipated and met.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
C	Employee displayed appropriate knowledge of use and maintenance of equipment and tools.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
D	Safe working procedures were followed and potential hazards were corrected or reported.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
E	Where applicable, approved sanitation procedures were followed and unsanitary conditions were reported or corrected.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
DEPENDABILITY			
A	Attendance.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
B	Employee reported to work on time.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
C	Level of supervision required by employee to complete duties was consistent with expectation specified in job description.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
D	Oral and written instructions were consistently and accurately followed.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
ATTITUDE AND RELATIONSHIPS			
A	Employee consistently displayed a positive attitude within the workplace	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
B	Employee consistently demonstrated courtesy and tact during interactions with the public and fellow employees.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
C	Employee's communications skills were sufficient to satisfy the requirements of the position.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>
D	Employee exercised discretion and respected the confidentiality of information concerning students and co-workers.	Meets standards	<input type="checkbox"/>
		Does not meet standards	<input type="checkbox"/>

COMMENTARY

Record job strengths and distinguished performance incidents:

Record opportunities for growth and areas requiring improvement (**Note: Supervisor is required to provide improvement recommendations for any performance dimensions rated as "Does not meet standards."**):

EVALUATION SUMMARY (Overall Performance):

☐ Exceeds Standards
 ☐ Effectively Meets Standards
 ☐ Requires Improvement
 ☐ Unsatisfactory
 (As specified above) 2nd Evaluation Scheduled
 On _____

Supervisor's Signature

Date

EMPLOYEE: I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement with the evaluation.

COMMENTS:

Employee's Signature

Date

NOTE: This evaluation will be placed in your personnel file at the end of ten (10) working days. You have the right to attach a response to this evaluation and have the response placed in your personnel file.

APPENDIX H

2022-2023 12 MONTH SCHOOL CALENDAR



2022-2023 12 Month Calendar

July, 2022	M	T	W	TH	F	
					1	
	4	5	6	7	8	7/4 - Independence Day Holiday
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	20 work days
August, 2022	M	T	W	TH	F	
	1	2	3	4	5	8/8 - First Day of School
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	23 work days
	29	30	31			
September, 2022	M	T	W	TH	F	
				1	2	
	5	6	7	8	9	9/5 - Labor Day
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	21 work days
October, 2022	M	T	W	TH	F	
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	21 work days
	31					
November, 2022	M	T	W	TH	F	
		1	2	3	4	
	7	8	9	10	11	11/11 - Veterans Day
	14	15	16	17	18	11/23 - Unpaid
	21	22	23	24	25	11/24-25 - Thanksgiving Break
	28	29	30			18 work days
December, 2022	M	T	W	TH	F	
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	12/26-30 - Winter Break 17 work days
January, 2023	M	T	W	TH	F	
	2	3	4	5	6	1/2 New Years Day Observed
	9	10	11	12	13	
	16	17	18	19	20	1/16 - Martin Luther King Jr.'s Birthday
	23	24	25	26	27	20 work days
	30	31				
February, 2023	M	T	W	TH	F	
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	2/20 - President's Day
	27	28				19 work days
March, 2023	M	T	W	TH	F	
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	23 work days
April, 2023	M	T	W	TH	F	
	3	4	5	6	7	
	10	11	12	13	14	4/10 - Spring Break
	17	18	19	20	21	
	24	25	26	27	28	19 work days
May, 2023	M	T	W	TH	F	
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			5/29 - Memorial Day 22 work days
June, 2023	M	T	W	TH	F	
				1	2	6/2 - Last Day of School
	5	6	7	8	9	
	12	13	14	15	16	6/19 - Juneteenth 21 work days
	19	20	21	22	23	CLOSED
	26	27	28	29	30	Holidays/District Office CLOSED

Work Days= 244
Holidays = 16
Total Paid
Days= 260

FG 5/27/22

**Carmel Unified School District
2022 - 2023**

2022	M	T	W	TH	F		
Aug	1	2	3	4	5	8/2	Welcome Breakfast/Association Mtgs./Site Mtgs.
	8	9	10	11	12	8/3	Staff Development Day
	15	16	17	18	19	8/4	Assigned Teacher Planning Day/Bus Driver Training
	22	23	24	25	26	8/5	Assigned Teacher Work Day
	29	30	31	1	2	8/8	First Day of School
Sept	5	6	7	8	9	8/19	Minimum Day All Sites/E-Training
	12	13	14	15	16	9/5	Labor Day
	19	20	21	22	23	9/9	Minimum Day All Sites/Staff Dev
	26	27	28	29	30		
	3	4**	5**	6	7+	10/4-5	Fall Conferences CMS
Oct	10	11	12	13	14	10/10-14	October Break
	17	18	19	20	21		
	24	25	26	27	28		
	31	1	2	3	4		
	7	8	9	10	11	11/11	Veterans Day
Nov	14*	15*	16*	17*	18*		Fall Conference Week - Elementary
	21	22	23	24	25	11/21-25	Thanksgiving Break
	28	29	30	1	2		
	5	6	7	8	9	12/9	Minimum Day All Sites/Staff Dev
	12	13	14	15	16		
Dec	19	20=	21=	22=	23=+	12/20-23	CHS Finals
	26	27	28	29	30	12/26-1/	Winter Break
2023	2	3	4	5	6		
Jan	9	10	11	12	13	1/9	Staff Development Day
	16	17	18	19	20	1/16	Martin Luther King Jr. Day
	23	24	25	26	27		
	30	31	1	2	3	2/3	Minimum Day All Sites/Staff Dev
	6	7	8	9	10		
Feb	13	14	15	16	17		
	20	21	22	23	24	2/20-24	February Break
	27	28	1	2	3		
	6*	7*	8*	9*	10*	3/6-10	Spring Conf Week - Elementary
	13	14	15	16	17		
March	20	21	22	23	24	3/24	Minimum Day All Sites/Staff Dev
	27	28	29	30	31		
	3	4	5	6	7		
	10	11	12	13	14	4/10-14	Spring Break
	17	18	19	20	21		
April	24	25	26	27	28		
	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
May	29	30=	31=	1=	2+	5/29	Memorial Day
	5	6	7	8	9	6/2	Last Day of School
	12	13	14	15	16		
	19	20	21	22	23	6/19	Juneteenth Holiday
	26	27	28	29	30		
June	3	4	5	6	7		
	10	11	12	13	14	7/4	July 4th Holiday
	17	18	19	20	21		
	24	25	26	27	28		
	31						
July							

First / Last Day The first day of school is Monday, August 8th The last day of school is Friday, June 2nd	* Minimum Day / Elementary ** Minimum Day / CMS = Minimum Day / CHS (Finals) Min Day/All Sites* Staff Development + CHS Quarter/Semester Ends - CMS/Elementary Trimester Ends	180 Teaching Days 1 Welcome Back Breakfast [8/2] 2 Staff Dev. Days [8/3, 1/9] 1 Teacher Planning Day [8/4] 2 Teacher Work Days [8/5 & Floating] 186 Total Days cc 5/20/22
--	--	--

**APPENDIX I
GRIEVANCE FORM****Carmel Unified School District
Grievance Procedure
GRIEVANCE FORM**

Directions: This form is to be completed by a member of the representation unit filing a grievance.

Name: _____ Phone(s): _____

Address: _____

Site: _____ Position : _____

Subject/Grade: _____

Date Grievance Occurred: _____ Representative (if any): _____

Grievance (Clear, concise statement of circumstances and grievance):

Contract provision(s) violated, misapplied or misinterpreted:

Specific remedy sought:

Conference requested:	Yes	No
	_____	_____

Received by:

Name: _____ Title: _____

Date: _____

APPENDIX J

CLASSIFIED STAFF MEMBER RECOGNITION PROGRAM

CLASSIFIED STAFF MEMBER RECOGNITION PROGRAM

Classified staff members provide valuable services to the schools and students of the Carmel Unified School District. They make a significant contribution to the establishment and promotion of a positive instructional environment

The following programs are designed to recognize the efforts of all classified staff members.

ATTENDANCE AWARDS

Effective July 1, 2002, bargaining unit members are eligible for attendance awards as follows:

Cash Awards

\$200.00 for 100% attendance

\$100.00 for one (1) day of absence

\$ 50.00 for two (2) days of absence

Attendance awards shall be presented to eligible classified employees during the orientation activity held prior to the opening of school and shall be based on the prior year's attendance, July 1 through June 30.

Absence for any reason other than compensatory time off, vacation time, or jury duty shall serve as the basis for determining awards. Absence for part of a day is considered a day of absence. Employees must have served in permanent status from July 1 through June 30 for the full number of days of contract service.

The Attendance Award Program shall be evaluated annually.

SERVICE AWARDS

Service award plaques shall be awarded to classified staff members as follows:

- for 20 years of service
- for 25 years of service
- for 30 years of service.

Service awards shall be presented at the annual orientation activity held prior to the opening of school and shall be based on years of service as of the prior June 30th.

Classified Employee Request for Salary Award Augmentation

Professional growth awards shall be credited only by fiscal years (July 1-June 30). An employee who will earn enough credit to receive a professional growth increment (6%) on July 1, MUST complete and submit to Human Resources a ***Request for Salary Award*** by April 1 of the year prior to the implementation of the award for budget planning and payroll purposes. Upon successful completion of the units, the employee's salary will be adjusted for the upcoming fiscal year (Article VII, 5.2)

Employee: _____ Today's Date: _____

Site: _____

Growth Award Number: 1 2 3 (circle one)

☐

This is a request to process a 6% growth award as of July 1. I have completed and submitted all necessary approved requests for professional learning activities, and I have provided proof of completion for all approved courses.

☐

This is a request to process a 6% growth award for which I have not yet completed all the necessary units. I will complete the necessary approved courses to earn sufficient units for the growth award and will provide proof of completion of the approved units by October 1. I understand that if all necessary documents are submitted appropriately, my salary will be adjusted retroactive to July 1 of the current year.

----- For District Office Use Only -----

Date Received: _____

Verification of Growth Award Number: _____

Verification of units with applicable paperwork and proof of completion: _____

Personnel Action Completed on: _____ By: _____