# **AGREEMENT**

## Between

# YREKA UNION SCHOOL DISTRICT

# And

# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION YREKA CHAPTER #711

# **EFFECTIVE:**

July 1, 2024 – June 30, 2027

# **NEGOTIATION REPRESENTATIVES**

# **CSEA**

Brenda Heller Ashley Crowley Keisha Hall Vera Pom

# **YUSD**

Lorraine Joling, Interim Superintendent
Emily Lipke, Chief Business Official
Donna Tudor, Director of Human Resources/Payroll
Amy Dunlap, Principal

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#### Agreement

This AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2024, by and between the YREKA UNION SCHOOL DISTRICT hereinafter referred to as District and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its YREKA CHAPTER #711 hereinafter referred to as CESA, supersedes and replaces all previous agreements between the parties. The agreement was ratified by the Association on 6<sup>th</sup> day of June, 2024, and approved by the YUSD Board of Trustees on the 13<sup>th</sup> day of August, 2024.

#### WITNESSETH that

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, CSEA and the general public may benefit there from, and to establish fair and equitable wages, hours and other terms and conditions of employment for certain hereinafter designated employees of the District,

**NOW, THEREFORE,** the parties hereto agree as follows:

#### **ARTICLE 1**

#### Preamble

- 1.1 The parties acknowledge the provisions of Chapter 10 (Sections 3540 et seq.) of Division 4 of Title 1 of the Government Code of the State of California.
- 1.2 It is the policy of the District and the CSEA not to, and neither party will illegally interfere with, intimidate, restrain, coerce, or discriminate against any employee because of race, color, creed, sex, religion, ancestry, national origin, age, non-job related handicap or disability, or CSEA membership or non-membership of the exercise of rights contained in Sections 3540 et seq. of the Government Code of the State of California.

#### **ARTICLE 2**

#### Recognition

- 2.1 For the purpose of collective bargaining with respect to matters within the scope of negotiations, the District recognizes the California School Employees Association as the exclusive representative for that bargaining unit of custodial, maintenance, food service, clerical, and paraprofessional classified employees who hold one of the classifications listed in Appendix A as certified by the Public Employment Relations Board effective January 24, 1984. For the purpose of collective bargaining the unit excludes all substitute, short term, management, supervisory, confidential, and certificated employees.
- 2.2 Official representatives of the CSEA will be permitted access to District property to confer with District employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of management. Access by CSEA to unit members will occur only during non-working hours except with prior approval of the Superintendent or his or her designee.

- 2.3 The District will provide CSEA adequate bulletin board space for the purpose of posting thereon matters relating to official CSEA business.
- 2.4 The Association shall be allowed to use the District's inter district mail system for the purpose of distributing official communications.
- 2.5 The Association may use District facilities for the purpose of conducting Association meetings during reasonable times providing the Association obtains advance approval in the same manner as any other citizen pursuant to District regulations.

#### **District Rights**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of it employees; determine the times and hours of operation; determine the type and level of services to be provided; establish its educational policies; goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the type and number of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, classify, evaluate, promote, layoff, terminate and discipline employees.
- 3.2 The District's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

#### **ARTICLE 4**

# **CSEA Security**

- 4.1 CSEA shall have the sole and exclusive right to have membership dues, initiation and service fees deducted from the pay of bargaining unit employees.
- 4.2 The District shall provide opportunities for CSEA to meet and distribute CSEA supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.
- 4.3 The District shall, upon appropriate written authorization, deduct and make appropriate remittance for Association membership, or other plans or programs permitted through the Association.

- (a) The employer shall deduct, in accordance with the CSEA dues schedule, dues from wages of all employees who are members of CSEA.
- (b) The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- (c) There shall be no charge by the employer to CSEA for regular membership dues deductions.
- 4.4 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.5 The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's compliance with this Article. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this Article brought by the Association against the District.
- 4.6 The CSEA bargaining team will be composed of the unit president, three (3) unit representatives, and a CSEA labor relations representative. An alternate member may attend if one of the four team members is unable to be in attendance.

#### **Grievance Procedure**

- 5.1 Any grievance which may arise between an employee or the CSEA and the District with respect to the interpretation or application of any of the terms of this Agreement shall be determined by the provisions of this Article. Grievant as used in the Agreement is defined as an employee of the District or the CSEA.
- 5.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Grievant and/or his representative and the immediate supervisor who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant or CSEA became aware of the incident which is the basis for the grievance.
- 5.3 Step Two: If a grievance is not resolved in the first step; the second step shall be the presentation of the grievance, in writing, by either the Grievant of his representative to the Superintendent, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken with ten (10) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated, and the specific remedy sought.

- 5.4(a) Step Three: If a grievance is not resolved in the second step, the third step shall be referral by the CSEA to arbitration. The third step shall be taken within twenty (20) calendar days of the answer in Step Two.
- 5.4(b) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and the SCEA are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation service to nominate five (5) persons to be the Arbitrator. The District and the Grievant each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and his compensation and expenses shall be borne equally by the District and the CSEA. The District and the CSEA shall pay the compensation and expense of their respective appointees and witnesses. At CSEA's request and expense, the District shall release employees from duty to participate in arbitration proceedings. Other expense items such as court reporters, transcripts, or room rent, shall be borne equally by the parties.
- 5.4(c) The Arbitrator shall hold such hearings and shall consider evidence as to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on the District, the CSEA and the Grievant, and shall not in any way add to, disregard or modify any of the provisions of this agreement.
- 5.5 Failure by the Grievant to meet any of the aforementioned time limits will result in forfeiture of the grievance. The District's failure to render a decision within the required time limits shall permit the grievant to proceed to the next step of the grievance procedure. Except, however, that the aforementioned time limits may be extended by mutual agreement.
- 5.6 Any employee may present grievances in accordance with this Article without the intervention of the CSEA, so long as the adjustment is reached prior to Arbitration and is not inconsistent with the terms and conditions of the Agreement and further provided that the District shall not agree to a resolution of the grievance until the SEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file response.
- 5.7 A Grievant shall in no way interfere wit the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements or directives, pending the final decision of the grievance.
- 5.8 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.
- 5.9 No employee, employee SCEA representative, member of any employer or organization or any other participant in processing a grievance shall suffer reprisals in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

#### Safety

- 6.1 The District desires to maintain a safe place of employment for all District employees and to that end District management shall make all reasonable provision necessary for the safety of employees in the performance of their work.
- Any employee who identifies an unsafe or potentially unsafe working condition shall report such conditions immediately to the employee's supervisor.
- 6.3 Safety meetings will be held as necessary, or upon request by either Party, for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable state safety orders and for training and first aid.

#### **ARTICLE 7**

#### **Employee Status**

- 7.1 Employees will be designated as permanent or probationary, in accordance with this Article.
- 7.2 After serving a prescribed period of probation that shall not exceed six month or 130 days of paid service, whichever is longer, a unit member becomes a permanent employee.
- 7.3 A probationary employee shall receive not less than the minimum rate of pay for the job and shall be eligible for benefits such as sick leave, vacation, holidays, retirement plan participation, insurance coverage and other items of a similar nature as eligibility for such benefits is reached.

#### **ARTICLE 8**

#### Compensation

- 8.1 Employees covered by this Agreement will be paid as provided in this section.
  - a. In the event of an increase in benefits and/or compensation for another bargaining unit (CTA/YEFA), CSEA shall automatically receive the same increase with an addendum to the contract and salary schedule to reflect such increase for the 2024-2025, 2025-2026 and 2026-2027 school years.
  - b. Employee compensation shall align with the current board approved salary schedule, which is Appendix A in this contract.
  - c. Unit members shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. A unit member may, however, be paid a wage rate above the lowest wage rate if circumstances justify it as determined by the District. When a unit member is appointed to a classification which has a wage range overlapping the wage range of his previous classification, he shall be paid at the wage rate of the classification to which he is being appointed, which is the next higher to his/her present wage rate, but not more than the top wage rate of the classification to which he is appointed.

- d. Unit members who are assigned to work in more than one classification with different salary ranges shall receive compensation based upon the amount of time worked in each classification. After five (5) consecutive days of employment in a higher paid classification an employee shall be temporarily upgraded in pay to the higher classification pay rate for all work performed in the higher classification.
- All employees are eligible to participate in the District's medical, dental and vision and life insurance benefit programs. For those employees who are scheduled to work six and one-half (6 ½) hours or more per day and hired on or before December 31, 2006, the District will contribute up to nine hundred fifty dollars (\$950.00) per month based upon a twelve (12) month year.

Whenever any employee's monthly premium for all insurance coverages exceeds nine hundred fifty dollars (\$950.00), the excess shall be paid equally by the District and the employee by automatic payroll withholding or from the employee's Internal Revenue Service Regulation #125 Plan. For employees who are scheduled to work less than six and one-half (6 ½) hours per day the District will contribute a pro-rated contribution towards the premium for employee and dependent coverage, based upon the ration the employee's daily work hours bear to eight (8) work hours per day. The employee will pay the balance of the premium cost by automatic payroll withholding or from the employee's Internal Revenue Service Regulation #125 Plan.

Employees hired after January 1, 2007 shall be provided with maximum District contribution of \$1,100 per month towards combined premiums for health, dental and vision insurance premiums. All premiums in excess of said \$1,100 per month shall be paid monthly by the employee by automatic payroll withdrawal without further negotiations in order to fully pay all premiums due monthly for such medical, dental, and vision premiums.

As an alternative to the foregoing medical and prescription drug plan each employee may choose an alternative medical plan as established by the Parties.

- 8.3 Employees not electing to be covered by any of the benefit programs set forth in 8.2 shall not receive any monetary remuneration in lieu of the District paid benefit.
- 8.4 Employees hired before July 1, 2005, who retire from the District under the Public Employee's Retirement system, with a minimum of ten (10) consecutive years of District service immediately preceding the date of retirement are eligible to continue participation in the employee benefit programs set forth above in 8.2 until age 65 or until the employee is eligible to receive Medicare Part A and B, whichever comes first. To be eligible, the employee must have worked, at a minimum, as a 6.5-hour employee and maintained full health benefit coverage during that 10-year period.

Employees, hired on or after July 1, 2005, will be required to attain age fifty-five (55) and a minimum of fifteen (15) consecutive years of District service in order to continue participation in the employee benefit programs set forth above in Section 8.2 until age 65 or until the employee is eligible to receive Medicare Part A and B, whichever comes first. To be eligible, the employee must have worked, at a minimum, as a 6.5-hour employee and maintained full health benefit coverage during that 10-year period.

For employees hired **before** July 1, 2001, the employee's level of contribution to benefits shall remain fixed until the employee is sixty-five (65) years of age or until the employee is eligible to receive Medicare Part A and B, whichever comes first. For employees hired on or **after** July 1, 2001, upon the date of retirement, the District's level of contributions to benefits shall remain fixed.

If the retiree is eligible for Medicare Part A, the employee must be enrolled in order to be entitled to participate in the benefit programs set forth in this section. In the event a retiree who is enrolled in the benefit programs of this section predeceases the retiree's dependent spouse, the spouse shall be allowed to continue participation in any or all of the benefit programs at the surviving spouse's expense. An employee may waive the District paid benefits for retirees as set forth above and in lieu thereof receive a cash payment at the time of retirement equal to twenty five percent (25%) of the value of the premiums the District would have otherwise paid, but based solely upon the premium rates at the time of retirement and further provided the employee is covered by other appropriate medical insurance benefits.

Employees hired **after** January 1, 2007 who retire from YUSD may purchase health benefits as members of the group plan as long as they pay the entire monthly cost of the insurance premium and the insurance carrier allows them to participate.

8.5 Whenever any employee who is a member of the Public Employee's Retirement System over the age of fifty (50) with ten (10) or more consecutive years of District service voluntarily goes directly from active employment status with the District to retirement status under PERS such employee shall be paid twenty-five (25) percent of the value of the employee's accumulated sick leave benefit. Employees may, however, at the employee's option, elect to waive the foregoing benefit and in lieu thereof receive credit for unused sick leave toward the employee's retirement benefit through PERS. The sick leave provision set forth above shall be applicable for both service and disability retirement under PERS. Whenever an employee who is eligible for such sick leave payoff provision set forth above dies while actively employed by the District, the sick leave payoff benefit shall be paid to the employee's designated beneficiaries or estate, as applicable. Employees whose employment with the District is terminated by resignation or discharge shall not be eligible to receive such sick leave payoff compensation.

#### **ARTICLE 9**

#### **Hours and Overtime**

- 9.1 The regular work week shall consist of up to five (5) workdays, Monday through Friday, and up to eight (8) hours per day.
- 9.2 The workday and workweek for all employees shall be established and regularly fixed by the District. Except, however, whenever it becomes necessary for the District to reschedule either the work day or the work week of any employee as set forth in 9.1, the District shall give the employee as much advance notice as possible, but in any event, not less than ten (10) calendar days. Such changes shall also be consistent with applicable Fair Labor Standards Act provisions.

- 9.3 The District retains the right to extend the regular workday or work week of employees when it deems it necessary to carry out the District's business
- 9.4 A non-compensated, uninterrupted meal period of no less than thirty (30) nor more than sixty (60) minutes shall be provided all employees who render service of at least four (4) hours. The length of the meal period shall be determined by the supervisor. The supervisor shall assign the meal period to be taken.
- 9.5 A fifteen (15) minute compensated rest period shall be provided to employees for each three (3) to five (5) hour period of service. This rest period shall be taken at the direction of the supervisor at or near the mid-point of each three (3) to four (4) hour period of service.
- 9.6 Overtime compensation shall be provided to employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty hours in any work week; or on the sixth or seventh day following commencement of the work week for those employees working an average of four(4) or more hours per day during the work week; or on the seventh day for those employees working less than an average of four(4) hours per day; or on a holiday.
- 9.7 For employees who are directed by their immediate supervisor to work overtime, compensation shall be paid at a rate equivalent to one and one-half times the employee's regular rate of pay or at the request of the employee the District may grant time off with pay at the rate of one and one-half hours off for each overtime hour worked, in lieu of cash compensation.
- 9.8 Employees will document their time worked each day using the electronic time accounting system available at each site. For the purpose of payment, if the employee is unable to log in to the system to document their time they will notify the district office immediately by submitting a Veritime/Aesop ticket.

#### **Employee Evaluations and Personnel Files**

- 10.1 Each employee shall be evaluated in writing by their supervisor at least once each year no later than April 15. The supervisor shall discuss the evaluation with the employee and shall provide the employee a copy of the written evaluation. The employee shall have the right to respond to negative evaluations in accordance with section 10.5 below. An employee and their supervisor may agree in writing to waive the employee's evaluation during any school year.
- 10.2 Probationary employees shall be evaluated at least twice, with at least one evaluation completed at the 3 month probationary period prior to obtaining permanent status and as often as needed as determined by the District.
- 10.3 Employees may inspect material in their own personnel files which my serve as a basis for affecting the employee's status of employment, except materials which:
  - a. were obtained prior to employment;

- b. were prepared by identifiable examination committee members; or
- c. were obtained in connection with a promotional examination.
- 10.4 An employee may inspect materials in their own personnel file, with the exception of the above specified items, during the normal business hours of the District Office, at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.
- 10.5 No adverse material except the above-specified items in Section 10.3 may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. The review and comment upon materials of an adverse nature shall take place during the normal business hours of the District Office and at a time when the employee can be released from duty with pay, as determined by the supervisor. Written comments from the employee regarding adverse materials are to be submitted within twenty (20) working days of receipt of the material and are to be physically attached to the document containing adverse comments.
- 10.6 All disciplinary material placed in an employee's personnel file shall be dated and signed by the contributor. The employee shall sign "received" on all documents placed in the employee's personnel file. The signature of the employee indicating "received" does not indicate that the employee agrees with the contents of the document placed in the employee's file.

# Holidays

11.1 Employees except as otherwise provided in this Article, shall be entitled to have the following holidays off with pay:

New Year's Day January 1

Dr. Martin Luther King Jr Birthday Third Monday in January

Lincoln's Birthday February 12

Washington's Birthday Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19

Independence Day July 4

Labor Day First Monday in September

Admission Day September 9 or on an alternate day as established

by mutual agreement

Veteran's Day November 11

Thanksgiving Day Thursday proclaimed by President

Friday after Thanksgiving Day Day following Thanksgiving

Christmas Floating Holiday\* Day before or following Christmas Day

Christmas Day December 25

(\*Whenever Christmas falls on Tuesday, Wednesday or Friday, this holiday shall be observed on the day before Christmas. Whenever Christmas falls on Monday or Thursday, this holiday shall be observed on the day following Christmas.)

- 11.2 To be entitled to any of the above paid holidays, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the Christmas vacation period which includes the holidays of Christmas Floating Holiday, December 25, and January 1 shall be paid for the 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 holiday period.
- 11.3 If a day other than September 9 (Admission Day) is designated as a holiday, an employee will be entitled to the alternative paid holiday, if they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the alternative holiday period.
- 11.4 When one of the above holidays falls on Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.

# **ARTICLE 12**

#### **Vacation**

- 12.1 Permanent and probationary employees shall accrue vacations with pay as follows:
  - a. At the rate of thirty-nine thousandths (.039) of an hour for each regular hour worked or on paid leave from the date of employment through the fifth (5<sup>th</sup>) year of continuous District service.
  - b. At the rate of fifty-eight thousandths (.058) of an hour for each regular hour worked or on paid leave from the employee's sixth (6<sup>th</sup>) annual anniversary date through the twelfth (12<sup>th</sup>) year of continuous District service.
  - c. At the rate of seventy-seven thousandths (.077) of an hour for each regular hour worked or on paid leave from and after the employee's thirteenth (13<sup>th</sup>) annual anniversary date.
- 12.2 Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of District employment in permanent status shall not be entitled to such compensation.

- 12.3 If a holiday which an employee is entitled to have off with pay occurs on a work day during an employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.
- 12.4 Accrued vacation may not be taken at any time during the school year except during winter and spring breaks and as scheduled by the employee's supervisor with approval of the Superintendent. If the employee is not permitted to take the full-accrued vacation, the amount not taken shall accumulate for use in the next year be paid for in cash at the option of the District. No more than twenty (2) days of vacation may be accumulated at any time.
- 12.5 The District shall not require an employee to use accrued vacation whenever the employee is eligible for sick leave with pay as provided by section 13.2.

#### Sick Leave

- 13.1 Unit members who work five days a week shall be entitled to 12 days of sick leave per year. Employees who work less than five days a week shall be entitled to a prorated amount of sick leave based on the number of days they work.
- 13.2 Except as provided in Section 14.5, sick leave shall be allowed for a non-work related absence due to: the inability of an employee to be present or perform work duties because of personal illness, off-duty injury, or confinement for medical treatment.
- 13.3 Employees may accumulate unused sick leave without limitation.
- 13.4 The District may require satisfactory evidence of illness or disability as a condition of payment for sick leave.
- 13.5 Employees shall notify their immediate supervisor or designee in advance of taking any sick leave and no later than two (2) hours in advance of regular shift beginning time upon returning to work after sick leave.
- 13.6 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee the amount deducted from the wages due the employee after exhaustion of all paid leaves shall not exceed the amount which is actually paid a substitute employee employed to fill the employee's position during his absence.
- 13.7 Employees will be covered by the provisions of Section 20862.5 of the Government Code of the State of California providing for service credit for unused sick leave for certain employees listed therein.

#### **ARTICLE 14**

# **Industrial Disability and Illness Leave**

Employees who have completed their probationary period of service shall be eligible for a leave of absence of work- related accident or illness which the District's Workers' Compensation claims

administrator considers a valid claim. Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident, and shall commence the first (1st) day of absence.

- 14.1 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 14.2 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the Workers' Compensation temporary disability indemnity, will result in payment to them of not more than their full salaries. The employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions.
- 14.3 Leave of absence applied for under this provision shall be reduce by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 14.4 Industrial accident and illness leave is to be used in lieu of sick leave. Notwithstanding the provisions of section 13.2, when entitlement to industrial illness and accident leave as set forth in Section 14.1 has been exhausted, entitlement to sick leave shall then be used, provided temporary disability payments are still being made. If an employee is receiving a temporary disability indemnity payment, the employee shall be entitled to utilize only so much of their accumulated sick leave and vacation leave which, when added to temporary disability indemnity, will result in a payment to the employee of no more than a full day's wage or salary. The District, in turn, shall issue the appropriate salary warrants for payment of salary, and shall deduct normal retirement and other authorized deductions.
- 14.5 The District may require a written statement from a physician verifying an employee's absence under this leave and ability to return to work.

#### **ARTICLE 15**

#### **Personal Necessity Leave**

- 15.1 Employees may use a maximum of seven (7) days of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:
  - a. Death of a member of the immediate family when additional leave is required beyond that provided under Bereavement Leave.
  - b. Accident involving the employee's person or property, or the person or property of a member of the immediate family.
  - c. Appearance in any court or before an administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - d. Serious illness of a member of the immediate family which requires medical care and the personal presence of the employee.

- e. Up to seven (7) days set forth above may be used at the discretion of the employee. Employees may not use more than (4) consecutive discretionary days without prior administrative approval.
- 15.2 "Member of the immediate family" shall be defined in the Bereavement Leave provision of this Agreement.
- 15.3 Employees electing to use accumulated sick leave for any of the above purposes shall submit a request, in the electronic absence documentation system stating the reason for the absence, with the dates of absence to be covered. The request should be submitted with as much advance notice as possible. All additional time off shall require site administrative approval if the absence balances have been exceeded.

#### **Bereavement Leave**

- 16.1 Employees shall be entitled to a maximum of five (5) days leave or six (6) days if 300 miles or more of travel one way is required, with full pay, in the event of the death of any member of that employee's immediate family or a reproductive loss event.
- 16.2 Member of the immediate family means the parent, grandparent, child, grandchild, brother or sister of the employee or the spouse of the employee, and the spouse, son-in-law or daughter-in-law, stepchild of the employee, or any relative of either spouse living in the immediate household of the employee. An employee can take reproductive loss leave following their own reproductive loss event or that of another person such as a spouse or partner is the employee would have been the parent of the child born or adopted.

#### **ARTICLE 17**

#### **Jury Duty**

- 17.1 An employee who is summoned for jury duty, and is therefore unable to report for work, will be paid for the time lost at the regular rate of pay, provided, however, that the employee shall pay over to the District any amount received from the court, with the exception of mileage, parking, or meal expense reimbursements. Upon release from jury duty prior to the end of the employee's work shift, the employee shall return to work.
- 17.2 Proper prior notification shall be given to the immediate supervisor, and the District Certificate of absence form shall be completed by the employee upon return to duty.
- 17.3 This Article 17 "Jury Duty" does not apply to Grand Jury Duty because Grand Jury Duty is voluntary and not mandatory.

#### **ARTICLE 18**

# **Pregnancy Disability Leave**

18.1 Employees may be granted pregnancy disability leaves pursuant to State and Federal law governing family care and medical leaves.

18.2 Any employee may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery there from. The length of sick leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by a physician; provided that such verification clearly demonstrates to the District that such leave is for disability and is not just for purposes of child care or any purpose other than pregnancy related disability. Such pregnancy disability leave with pay shall be granted and administered in the same manner as sick leave.

#### **ARTICLE 19**

#### **Child Care Leave**

- 19.1 Employees may be granted parental childcare leave of up to one (1) year for the purpose of preparing for and caring of a newly born or newly adopted child.
- 19.2 Such leave is without pay, but may include benefits paid by the District as provided by State and Federal law governing family care and medical leaves.
- 19.3 Request for such leave must be made at least thirty (30) work days prior to the requested beginning date.
- 19.4 The beginning date and duration of such leave shall be at the discretion of the District.

#### **ARTICLE 20**

#### **Leave of Absence**

- 20.1 Unpaid leave of absence may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement. Leaves up to ten (10) working days may be approved by the Superintendent. Requests for leaves of greater than ten (10) working days but no more than one (1) year may be approved by the Governing Board.
- 20.2 Advance approval is required. Requests are to be submitted to the District Office.

#### **ARTICLE 21**

#### **Demotion and Layoff**

- 21.1 Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes assignment to a class or grade lower than that in which the employee has permanence voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- 21.2 When, as a result of the expiration of a specially funded program, employees' positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before March 15 informing them of their layoff effective at the end of such school year and their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

- 21.3 When, as a result of a bona fide reduction or elimination of the service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights.
- 21.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by Sections 21.2 and 21.3.
- 21.5 Prior to any final layoff notices being sent to those employees who have been employed the shortest time within the class, the District shall notify the more senior employees whose positions have been reduce or eliminated that they must elect one of the following within five (5) working days of receipt of notice:
  - a. Select a vacant position in the same class; or
  - b. Select the position to be vacated by the junior employee in the class; or
  - c. Select a position in a classification which the employee has earned seniority, which is to be vacated by a junior employee in that classification; or
  - d. Elect to be laid off.
- 21.6 In the event of a layoff, the order of layoff within the class shall be determined by length of service. For seniority purposes, length of service shall be determined by the date they employee first worked in the class. An employee may earn seniority if an employee changes classes or works simultaneously in two or more classes. The employee, who has been employed the shortest time in the class, shall be laid off first. "Length of Service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis, military leave, unpaid illness leave or unpaid industrial accident leave. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District, except service in restricted positions.
- 21.7 In case of two (2) or more employees having identical seniority, the seniority shall be determined by lot.
- 21.8 Prior to any layoff, the District shall post a seniority list of affected employees. The District shall also provide the CSEA access to a shared living document of said seniority list.
- 21.9 Employees who are laid off shall be eligible to continue to receive District insurance benefits for a period of one (1) full calendar month from the date of layoff, subject to the approval of the insurance carriers.
- 21.10 Re-employment shall be in the reverse order of layoff. Employees who are laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants for their former classification. In addition, such employees laid off

- shall have the right to apply for promotional positions within the District during the period of thirty-nine (39) months.
- 21.11 Employees who take voluntary demotions in lieu of layoff shall be granted the same rights as employees laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- 21.12 Employees who take voluntary demotions in lieu of layoff shall be, at the option of the employee, returned to a position in their former class, as vacancies become available, and without limitations of time.
- 21.13 Offers of re-employment shall be either by personal service or via U.S. First Class mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the employee's signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of re-employment shall be deemed a refusal of that offer of re-employment. It is the responsibility of each employee on a re-employment list to file with the District Office a current mailing address.
- 21.14 An employee who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated.
- 21.15 Upon re-employment in the class from which laid off, an employee shall be placed on the former step of the salary range. Notwithstanding the provisions of this Agreement relative to step increases, the employee shall be eligible for advancement to the next step of the salary schedule on the first day of the first month of the next fiscal year.
- 21.16 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or funds. If the employee is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the request for reinstatement from retirement.
- 21.17 It is the intent of the parties that the District has the right to direct the work force in order to provide services and education programs. In providing service and educational programs subsequent to a layoff, the District may utilize; consistent with past practices, non-bargaining unit personnel to perform duties previously performed by unit members.

# **Employee Discipline**

- 22.1 <u>Discipline</u>: A permanent employee may be subject to disciplinary action by the District for cause upon recommendation by the Superintendent or designee. Disciplinary action includes dismissal, demotion, or suspension without pay.
- 22.2 <u>Cause:</u> An employee may be subject to disciplinary action for cause. Causes for disciplinary action include, but are not limited to the following:
  - a. Incompetence or inefficiency in the performance of the duties of his/her position.
  - b. Insubordination, including, but not limited to, refusal to do assigned work or refusal to follow directive of the Superintendent or the unit member's supervisor.
  - c. Negligence in the performance of duty or in the care or use of property.
  - d. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
  - e. Failure or inability to perform duties and responsibilities assigned to an employee's position.
  - f. Discourteous, offensive, or abusive conduct foul language toward other employees, staff, pupil or the public.
  - g. Dishonesty.
  - h. Drinking alcoholic beverages on the job or reporting to work while under the influence of intoxicating liquor.
  - i. Possession of or addiction to the use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Section 44011. Un-authorized use of narcotics; controlled substances, or habit forming drugs; use of any medication or other substance as to cause detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.
  - Conviction of any crime involving moral turpitude.
  - k. Conviction of any felony. Conviction or arrest for any sex offense as defined in the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
  - I. Repeated or unexcused absence or tardiness or absence or repeated tardiness without authority or sufficient reason.
  - m. Abuse of illness leave privileges.

- n. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or the accepting of anything of value or any service in exchange for granting special treatment to another employee or to any member of the public.
- o. Conduct which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.
- p. Violation of the Education Code, Board policy or rules of the District.
- q. Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information. Unauthorized entry, copying, possession, use or viewing of any District created information, lists, databases or the like. Unauthorized copying, possession, use or viewing of District created information, lists, databases or the like for personal purposes. Unauthorized use or possession of District equipment for personal purposes.
- r. Violation of the District's sexual harassment policy or the commission of any act of sexual harassment.
- s. Conviction of any crime involving the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including but not limited to, marijuana or any of its derivatives or extracts.
- t. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of this position.
- u. Consistent with applicable aw, physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities, as determined by competent medical authority.
- v. For employees who drive a vehicle in the regular course of their employment: Failure to satisfy the insurability requirement of the District's insurance carrier under the Districts' regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- w. Abandonment of position.
- x. Revealing confidential information, including, but not limited to personnel and student records.
- y. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age against the public or any staff member while acting in the capacity of a District employee.
- z. Unlawful retaliation against any other District officer or unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the

attention of any appropriate authority any information relative to an actual or suspected violation of stat or federal law occurring on the job or directly related thereto.

- 22.3 <u>Limitation of Time</u>: No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or disclosed by such employee when it could be reasonable assumed that the employee should have disclosed the facts to the District, or unless such cause was one of two or more causes providing the basis for the disciplinary action or unless such cause was part of a course of conduct extending more than two (2) years back in time.
- Notice of Potential Discipline: Prior to sending the notice of proposed discipline referenced in Section 6, a notice of potential discipline shall be written in ordinary and concise language and served in person or sent by certified mail to the employee. The employee is required to keep the District informed to the employee's current mailing address. The notice shall include the items specified in Sections 22.5 (a) through (c) and a description of the proposed type of discipline to be imposed. The employee may respond orally or in writing within five (5) working days to the date the notice of potential discipline is served upon the employee or mailed to the employee. If after consideration of the oral or written response of the employee, the person making eh recommendation for discipline determines to further purse discipline, then said person or designee shall comply with Section 6 and send the "notice of proposed discipline" as describe therein.
- 22.5 <u>Notice</u>: Prior to the imposition of discipline, a notice of proposed discipline action shall be written in ordinary and concise language and served in person by registered or certified mail on the employee. The notice shall indicate:
  - a. The specific acts, omissions or reasons upon which the disciplinary action is based.
  - b. A statement of the cause or causes for the disciplinary action.
  - c. The specific rule or regulation, if any, of the District or Education Code the employee is alleged to have violated. Such rule or regulation shall be set forth in said notice.
  - d. The employee's right to a hearing before the District.
  - e. The deadline to request a hearing before the District.
  - f. The date the discipline will be effective.
  - g. A card or paper for the employee to sign in order to deny the charges and request an appeal.
  - h. Copies of any and all evidence or documents proposed to be used against the employee.
- 22.6 <u>Response:</u> The employee shall have the right to respond in written form to the notice of proposed discipline provided said written response is personally delivered to the Administrator

or his designee at or prior to the hearing, if any is requested. The employee shall have the right to be represented at all stages of the disciplinary actions.

- 22.7 Request for Hearing: If the employee requests a hearing, the hearing shall be scheduled before the governing board of the District. At the hearing, the person making the recommendation for discipline shall present all the evidence on which the charges are based. The employee shall have the right to respond either orally or in writing and present any documentary or oral testimony. The Board shall consider the oral and documentary evidence introduced by the employee and shall determine whether or not the proposed discipline shall be imposed as set forth in the notice of disciplinary action or modified or not imposed.
- The Board may retain the services of a hearing officer or attorney to conduct the hearing on behalf of the Board. The powers of the hearing officer or attorney conducting the hearing shall be limited to procedural aspects of the hearing and advising the Board on items as determined by the Board. If the Board decides to impose the discipline, it shall, by personal service or by certified mail, return receipt requested, deliver to the employee a notification of disciplinary action and set forth the date when such disciplinary action shall be effective. If as a result of the hearing the board does not sustain the charges against the employee, the employee shall receive full salary and benefits for the time the employee was suspended, if he employee was suspended pursuant to paragraph 9. If the employee does not request a hearing, the discipline shall be imposed as set forth in the notice of disciplinary action.

The governing board may retain the services of an independent third-party hearing officer to hear the case and render an advisory decision to the Board of Trustees in lieu of a hearing before the Board of Trustees as hereinabove described. The Board shall review the advisory decision of the hearing officer and may open the matter for the taking of further evidence should the Board so desire. The Board shall determine whether or not the advisory decision of the hearing officer shall be adopted in whole or in part. The Board may modify the advisory decision of the hearing officer and adopt another decision.

- 22.9 <u>Suspension:</u> Notwithstanding any of the above, the District or designee has the right to suspend an employee immediately, without pay, pending dismissal provided that all the above procedures are followed as soon as possible after the suspension commences and further provided that if the charges for which the basis of the disciplinary action are not sustained by the District, the employee shall receive salary and benefits as determined by the District for all or any portion of the time the employee was suspended.
- 22.10 Rights of the Employee: The employee shall be entitled to the following:
  - a. Be represented by counsel or any other person as such hearing;
  - b. Testify under oath;
  - c. Cross-examine all witnesses;
  - d. Present evidence;
  - e. Argue the case

- 22.11 Evidence: The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of existence of any common law or statutory rule which might make improper an admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 22.12 <u>Report of Hearings:</u> Hearings may be conducted without stenographic reported or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pay the cost or fee for such reporting or recording.
- 22.13 <u>Transcripts of Hearings:</u> The cost of any transcript shall be borne by the party requesting the transcript. If all parties wish to have transcripts, the cost shall be borne equally among the parties.
- 22.14 <u>Termination of Probationary Classified Employees:</u> At any time prior to the expiration of the probationary period, the District may in its sole discretion dismiss a probationary employee from the employ of the District without cause or hearing. A probationary employee shall not be entitled to a hearing or any statement of reasons for such dismissal.
- 22.15 <u>Judicial Review:</u> Any action in court or any other disputed resolution process regarding any discipline shall be filed, if at all, within ninety (90) calendar days of the date the District's decision becomes final.

#### Miscellaneous

- Pursuant to Section 44043.5 of the Education Code of the State of California, the District has a policy providing for a catastrophic leave program.
- 23.2 Pursuant to Internal Revenue Service Regulation #125, the District offers a cafeteria plan to covered employees, which includes an annual open enrollment period.

#### **ARTICLE 24**

#### **Savings Provision**

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

#### **ARTICLE 25**

#### **Effect of Agreement**

25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

#### **ARTICLE 26**

#### **Concerted Activities**

- 26.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the CSEA or by its officers, agents, or members during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to engage in a lockout.
- 26.2 The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the CSEA, the CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 26.3 It is agreed and understood that any employee violating this Article may be subject to discipline as provided for in Article 22 of this Agreement.

#### **ARTICLE 27**

#### **Entire Agreement**

Except as specifically provided in Article 28 (Term), during the term of this Agreement, the CSEA expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

#### **ARTICLE 28**

#### Term

- 28.1 A three year contract from July 1, 2024 June 30, 2027. During the term of this Agreement, for each school year either party may reopen negotiations on Article 8 (Compensation and Employee Benefits), and one additional Article chosen by each party. No other articles shall be opened except upon the mutual agreement of both parties. Written notice of the proposed articles and subjects to be changed shall be given by either party by April 1st, prior to the school year under negotiations.
- 28.2 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

# **APPENDIX A**

Yzeka Union Elementary School District
CSEA Classified Salary Schedule - Effective July 1, 2023 - June 30, 2024 with 8% increase
Presented to Board for Adoption: June 20, 2023

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_	STEPS	1	cı	rn.	*1	60	9	۴-	B0	6	10	11	12	15	13	21	24	E.C.	Or.
	Computer Technician School Secretary	\$22.36	\$23,25	524 18	\$25.15	\$1,928	\$27,20	528.29	\$28.71	\$29.14	\$5.658	\$30.02	27055	\$30.93	\$31.39	531.87	8	53. 83	63 33
100	Head of Maintenance																		
	Head of Cafeteria	\$19.73	\$20.52	\$2134	\$22.20	\$23.09	524.01	\$24.97	\$25,34	\$25.72	\$26.11	526.50	526.90	527.30	\$27.71	\$28.13	\$28,55	\$28.98	\$29.41
	Custodian Grounds Maintenance Worker Student Support Assistant	\$19.25	20.028	\$20.82	\$21.65	\$22.52	\$23,42	\$24,35	\$24,72	\$25.09	\$25.46	\$25,85	\$26.23	\$26.63	\$27.03	\$27.43	\$27.84	\$28.26	538 69
1	Shear Targe Markenint - (1) and 10																		
_	Health Aide	\$19.59	520.37	\$21.19	\$22.04	522.92	\$23.84	524.79	\$25,16	\$25,54	525.92	\$26,31	\$26.70	\$27,11	527.51	26,758	\$28.34	528.77	S29.20
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	Paraprofessional (incl. Special Ed. Bi-Lingual) Copy Clerk	\$17.95	\$18.66	\$19.41	520.19	\$20.99	521.83	522,71	\$23,05	\$23,39	\$1,628	\$24,10	524,46	\$24.83	\$25.20	\$25.58	525.96	\$26.35	\$26.75
	6 PK																		
4	Carerena Worker	217.00	518.37	519.10	\$19.87	520.66	\$21.49	\$22,35	\$22.68	\$23.02	\$23.37	523,72	\$24.07	\$24.44	524.80	\$25.17	\$25,55	\$25,93	\$26.32
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-1	Instructional Aide	516.84	\$17.51	\$18.21	\$18.94	519.70	\$20,49	521,31	521.63	521.95	522.28	\$22.61	\$22.95	523.30	\$23.65	\$24,00	\$24.36	\$24,73	\$25.10
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+44	Breakfast AM-PM Bus Noon Supermor	Durles perfe	un to pour	unionte in ch.	's classificat	103 11 1 Se z	ald of the ro	on stinour no	Dutter performed by employee in this classification will be paid or the rose of their manner to time										
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#### **APPENDIX A-1**

- 1. Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it as determined by the District. When an employee is appointed to a classification which has a wage range overlapping the wage range of his/her previous classification, he shall be paid at the wage rate of the classification to which he is being appointed, which is next higher to his present wage rate, but not more than the top wage rate of the classification to which he/she is appointed.
- 2. Employees who are assigned to work in more than one classification with different salary ranges shall receive compensation based upon the amount of time worked in each classification.
- 3. After five (5) consecutive days of employment in a higher paid classification an employee shall be temporarily upgraded in pay to the higher classification pay rate for all work performed in the higher classification.

**District** 

Lorraine Joling, Interim Superintendent

Donna Tudor, Human Resources

Emily Lipke, Chief Business Official

Amy Dunlap, Principal

**CSEA** 

Brenda Heller, CSESA Chapter 711 President

Vera Pom, Negotiation Team Member

Keisha Hall, Negotiation Team Member

Ashley Crowley, Negotiation team Member

Eric Yerkes, CSEA Labor Relations Representative

Signed on this Date: \_\_\_

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