CONTRACT AGREEMENT

between the

SALINAS UNION HIGH SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 547

2022-2025

CSEA/DISTRICT NEGOTIATING TEAMS

2022-2023

CSEA	DISTRICT
Lucy Vega	Hector Galicia
Sarah Reitmayer	Ariane Zamudio
Margaret Corona	Kimberly McCullick
Sandra Paredes	Yolanda Campos-Martin
Robin Jackson, *CSEA Labor Representative*	

2023-2024

CSEA	DISTRICT
Lucy Vega	Hector Galicia
Maria Villalpando	Ariane Zamudio
Margaret Corona	Kimberly McCullick
Sandra Cornejo	Yolanda Campos-Martin
Robin Jackson, *CSEA Labor Representative*	

2024-2025

CSEA	DISTRICT
Lucy Vega	Anthony Hinton
Maria Villalpando	Ariane Zamudio
Margaret Corona	Jemmalyn Peralta
Sandra Cornejo	Juan Ledesma
Robin Jackson, *CSEA Labor Representative*	

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ARTICLE I
RECOGNITION

1.1 The District hereby recognizes CSEA as the sole exclusive representative for all classified employees except those lawfully designated as certificated, management, supervisory, confidential, short-term, substitute, student employees, and professional experts or consultants. The determination of management, confidential, or supervisory employees shall be made by the mutual agreement between the District and CSEA. Disputed cases shall be submitted to the PERB for resolution.

1.2 A short-term employee is a person hired for a specific, temporary project of limited duration (of less than 196 working days per fiscal year) which, when completed, the service or similar services shall no longer be required by the District; a person hired for intermittent peak periods or in emergency situations of not more than thirty (30) working days. The thirty (30) days may be extended by mutual agreement.

ARTICLE II

DISTRICT RIGHTS

2.1 All District rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.

2.2 The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

2.3 CSEA shall inform the District in writing each January of the names of all CSEA Officers. CSEA shall inform the District in writing by August 1 of each school year of the names of Site Representatives and Job Stewards and within 30 days of any changes during the school year.

2.4 In the event of a bona fide emergency, the District and the CSEA shall meet and confer on any effects the emergency may have upon this Agreement. Nothing contained herein shall preclude the right of the Union to seek judicial relief on a claim that the declaration of an emergency by the Board of Trustees was arbitrary, capricious, or unreasonable.

ARTICLE III

ORGANIZATIONAL RIGHTS

3.1 CSEA RIGHTS: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

3.1.1 The right of access, at reasonable times, to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related thereto.

3.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of other District means of communication for the posting, or transmission of information or notices concerning CSEA matters.

3.1.3 The right to use institutional facilities pursuant to the Civic Center Act for the purpose of meeting to exercise rights provided under the Rodda Act. CSEA shall follow the procedure in Board Policies under Section 1330 for applying for and receiving approval to use institutional facilities.

3.1.4 The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or upon presentation of a written authorization signed by the employee.

3.1.5 The right to be supplied with a complete seniority roster of all bargaining unit employees by September 30 of each year and for any affected classification thirty (30) days prior to any layoff or proposed reductions in hours. The roster shall indicate each employee's original date of hire, current classification, hire date, job site, and seniority in that classification. It shall also include any prior classification(s), hire date(s), job site(s), and seniority in that classification(s).

3.1.6 The right to be provided, upon written request, copies of all public documents which relate to wages, hours, and other provisions of this Agreement and which are required to be prepared by the District to be filed with the County or State. The District may charge CSEA the district cost for making copies.

3.1.7 The right to review, at reasonable times, any public document material in possession of or produced by the District which relates to wages, hours, and other terms and conditions of employment for bargaining unit employees. The District may charge CSEA the district cost for providing copies of such material.

3.1.8 The right to release time, with the approval of the immediate site manager, for CSEA Officers and appointees to conduct district business.

3.1.9 The right of release time for the CSEA President and not more than two (2) delegates to attend the CSEA annual conference.

3.1.10 The right of CSEA to designate a representative to receive reasonable release time once a month to attend and assist in the District orientation program for new classified employees. The Human Resources Office shall provide to the CSEA Chapter 547 President a listing of all classified employees who were hired by the District during the month, no later than five (5) workdays before the orientation meeting. Orientation meetings shall be held on a monthly basis. New employees participating shall also be provided release time or paid at the employee's regular rate to attend.

3.1.11 Site representatives and job stewards identified pursuant to Article 2.3 will receive reasonable release time to participate in site meetings with the Principal in order to reinforce the District's and CSEA's commitment to the Classified Service Partnership (CSP) labor management initiative.

3.2 DISTRIBUTION OF CONTRACT: Within approximately thirty (30) days after the execution of this Agreement, or any written changes to this Agreement, the District shall provide an electronic copy of this contract or the changes thereto, to every employee in the bargaining unit by posting the contract on the District's website. A printed copy of the contract will be provided to any bargaining unit member who so requests. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall receive training on how to access the CSEA contract from the District's website. The cost of printing the contract shall be shared equally by the District and CSEA.

3.3 YEAR-ROUND EDUCATION: If the District adopts and implements a Year-Round Education Program and then later decides to eliminate part or all of such program, it will give reasonable notice to the Association.

ARTICLE IV

ORGANIZATIONAL SECURITY

4.1 GENERAL PROVISIONS: The Association shall have the sole and exclusive right to have membership dues deducted from payroll warrants of employees by the District. The District, when drawing an order for salary or wage payment for employees, shall deduct above dues in accordance with the current CSEA dues schedule and in compliance with this Article. The District shall pay the Association, within fifteen (15) days of the deduction, all sums so deducted. The District shall provide a listing of bargaining unit employees and dues deductions along with the payment. CSEA shall notify the District of all employees when they become members of CSEA and are subject to dues deductions.

4.2 MEMBERSHIP STATUS AND INFORMATION: The District shall distribute CSEA supplied membership packets to new hires and will receive returned membership applications for collection by CSEA. The District shall refer all employee questions about CSEA membership or dues to the CSEA Labor Relations Representative or local CSEA Chapter Officers.

4.3 HOLD HARMLESS CLAUSE: The Association shall indemnify, defend, and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the operation of this Article. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE V

PERSONNEL FILES

5.1 The official personnel file of each employee shall be maintained at the District's central administrative office. Except in cases of serious misconduct, no adverse or disciplinary action, based on deficient or unsatisfactory job performance, shall be taken against an employee based upon materials that are not in the personnel file.

5.2 Employees shall be provided with copies of any derogatory written material within five (5) working days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

5.3 An employee shall have the right, at any reasonable time without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. If any employee's schedule will not permit review of his/her file, he/she may review the file during working hours by arrangement with the immediate supervisor.

5.4 All personnel files will be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary for the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log

indicating the persons who have examined a personnel file, as well as the date such examinations were made, except that the Superintendent, Assistant Superintendent of Human Resources, Principals and Assistant Principals, and the District Office personnel staff shall not be required to sign such a log. The log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative as authorized by the employee. The log shall be maintained in the employee's personnel file.

5.5 Any written material placed in an employee's file shall be signed and dated by the person who wrote it.

ARTICLE VI

HOURS OF EMPLOYMENT

6.1 WORK WEEK: The work week shall consist of five (5) consecutive days, eight (8) hours per day, a maximum of forty (40) hours per week. The District may establish a work week of four (4) consecutive days, ten (10) hours per day, a maximum of forty (40) hours per week with agreement by CSEA.

6.2 WORK DAY: The length of the work day shall be at the discretion of and designated by the District for each employee at the time of employment. Each employee shall be assigned a fixed regular and ascertainable minimum number of work hours per day. Changes in work schedule after the employee's first day in a position shall only be made following a formal agreement between the District and CSEA according to procedures in 6.2.1.

6.2.1 Work Schedule Changes - Prior to making any temporary or ongoing changes in an employee's assigned work times, including changes to the scheduling of the lunch period, either due to employee request or business necessity, the appropriate site administrator or manager will convene and facilitate a meeting which will include the employee(s) affected, a site administrator or manager, and a CSEA officer/designee or site representative as specified by CSEA. The purpose of the meeting will be to explore all possible solutions to address the site's needs and to examine the impact of the possible solutions on the employee(s), except in cases of emergency.

However, if the employee, site administration, CSEA officer/designee, and Human Resources agree that the work schedule change is in the best interest of the District, this change may be implemented without a formal meeting. In cases of temporary schedule changes, the parties shall specify a beginning and ending date after which the employee's work schedule will revert to the previously assigned work schedule. The ending date shall not be later than June 30 of each school year. All temporary or permanent work schedule changes shall be submitted to Human Resources for final approval. The agreed-to schedule change shall be documented, signed by the parties, and filed in the employee's personnel file with a copy to CSEA.

6.3 WORK YEAR: The number of workdays per year for each classified position shall be determined by the District pursuant to the needs of the District. All positions within a classification or job-alike (example: high school "textbook clerk") shall have the same number of workdays.

6.3.1 DEFINITION OF WORK YEAR:

6.3.1.1 Twelve (12) Month:

The annual salary for 12-month employees shall be calculated based on a 260-day work year and paid in equal installments monthly, including holidays and vacation days. Employees work year-round on every weekday unless it is a holiday or vacation day. Any weekday(s) beyond 260 shall become non-paid floating holidays.

6.3.1.2 Eleven (11) Month:

The annual salary for 11-month employees shall be based on a 238-day work year, including holidays and vacation days. The work year shall begin August 1 and end on June 30. Employees work during school breaks (i.e., winter and spring breaks). If the total number of days exceeds 238, non-paid days shall be scheduled during winter break to ensure that the work year is 238 days. The 11-month work year calendar shall be negotiated between CSEA and the District annually.

6.3.1.3 Ten (10) Month:

The annual salary for 10-month employees shall be based on the total number of workdays assigned to each specific classification or job-alike group (i.e., staff assigned to textbook rooms) plus holidays. Employees do not work during school breaks (i.e., winter and spring breaks) but may be assigned workdays before and after the student school year. Holidays are not counted in the work year. 180 of the workdays shall be on student instructional days and all days beyond 180 shall be scheduled immediately before the first student school day and immediately after the last student school day as follows.

Total Workdays	Number of Work Days Before First Student Instructional Day	Number of Work Days After Last Student Instructional Day
182	1	1
183	2	1
193	7	6
197	9	8
203	12	11

6.3.2 CLASSIFICATIONS BY WORK YEAR:

A specific work year shall be assigned to each classification on the Work Year Chart (attached in Appendix P). As new classifications are negotiated and adopted, those classifications shall be added to the work year chart. Following any reclassification, the Work Year Chart shall be updated to include any new classification title(s).

6.4 EXTENSIONS: Nothing in this Article shall restrict the District from extending the regular work week or work day when such is deemed necessary by the District to carry on its business.

6.5 ADJUSTMENT OF ASSIGNED TIME: Any employee who is permitted by the District to work a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) or more consecutive working days shall have his/her basic assignment adjusted to reflect the longer hours for the purpose of providing fringe benefits on a properly prorated basis.

6.6 LUNCH PERIODS: Employees shall be provided with a non-paid lunch period after completion of approximately four (4) hours of duty in a work day. The lunch period shall be a maximum of one (1) hour and a minimum of one-half (1/2) hour for each work day. The lunch period shall, as far as practicable, be scheduled at or about the midpoint of each work schedule for full-time employees. Changes in the scheduling of lunch periods shall follow the process in Article 6.2.1. Lunch periods shall not be

adjusted for the purpose of denying overtime.

6.7 REST PERIODS: Employees shall be provided with paid rest periods of fifteen (15) minutes for each four (4) hours of duty in a work day. Rest periods, as far as practicable, shall be scheduled at the midpoint of each four (4) hour work shift prior to and following the lunch period. The immediate manager, after consultation with the employee, may establish rest periods at times during each four (4) hour work shift that are most conducive to the efficient operation of the District. At no time shall rest periods exceed two (2) in any work day, or be taken to shorten the work day, or be accumulated.

6.8 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. If an employee knows in advance that he/she shall need time off, he/she shall give his/her immediate manager at least two (2) working days' prior notice.

6.9 OVERTIME/EXTRA DUTY TIME:

6.9.1 Overtime is defined as any time worked in excess of eight (8) hours per day in a five (5) day work week or ten (10) hours per day in a four (4) day work week, or forty (40) hours in either work week. The overtime rate of compensation shall be time and one-half (1-1/2) the regular rate of pay of the

employee designated and authorized to perform the overtime work. Overtime work shall be authorized and assigned to an employee by his/her immediate manager prior to its performance. Exceptions may be made where unforeseeable circumstances require the continued presence of the employee pending notification of a manager.

6.9.2 Employees having an average work day of four (4) hours or more during a work week, shall be compensated at the overtime rate beginning with the sixth (6th) consecutive day of duty in the work week. Employees whose average work day is less than four (4) hours shall be compensated at the overtime rate for any work required to be performed on the seventh (7th) consecutive day of the work week.

6.9.3 Double time shall be paid for all overtime hours in excess of eight (8) when an employee has been called back or called in on an overtime basis for reasons of unusual nature determined by the immediate manager, excluding regularly assigned field trips.

6.9.4 Extra duty time shall be defined as any time worked in excess of the regularly assigned hours but less than would provide overtime compensation as provided in section 6.9 above. Extra duty time shall be compensated at the employee's regular rate of pay. Extra duty time shall be distributed in the same manner as overtime.

6.10 COMPENSATORY TIME OFF:

6.10.1 At the time overtime or extra duty time is authorized, the employee shall choose to be compensated in cash or compensatory time off.

6.10.2 Compensatory time off at the overtime rate of time and one-half (1-1/2) for each hour of overtime worked or at the regular rate of pay for extra duty time worked may be taken in lieu of payment upon written request by the employee. Compensatory time off is subject to prior approval of the immediate manager; however, managers will work to accommodate requests of employees as to when they take the time off.

6.10.3 Effective July 1, 1996, if compensatory time has not been authorized to be taken by June 30 of that fiscal year in which it was earned, the employee shall be paid in cash for such time at the appropriate overtime rate based on the employee's rate of pay at the time it was earned. The payment will be made by July 31 of the same calendar year. The employee may opt to carry over a maximum of sixteen (16) hours of compensatory time. (The maximum compensatory time that can be carried over to any year is sixteen (16) hours.) The option to carry over up to sixteen (16) hours of compensatory time must be initiated by the employee using the specified form submitted to the District by June 30. If the employee is transferred, terminated, retires, or resigns, the earned compensatory time shall be paid in cash. The payment will be made in the pay period following the date of transfer, termination, retirement, or resignation.

6.10.4 Employees who work less than eight (8) hours per day shall be compensated at the regular rate for excess hours worked up to eight (8) hours per day and at the overtime rate for hours in excess of eight (8) per day or forty (40) per week. (EXAMPLE: If a six (6) hour employee works nine (9) hours in a single day, he/she would be compensated at the regular rate for eight (8) hours and at time and one-half (1-1/2) for one (1) hour.) Employees who work a four (4) day, ten (10) hours per day, forty (40) hour work week shall be compensated at the overtime rate for hours worked in excess of ten (10) in any one day or any hours worked beginning with the fifth (5^{th}) consecutive day of the work week.

6.10.5 Employees required to work on a District designated holiday shall be compensated at their regular rate of pay for the day worked plus the overtime rate of pay.

6.11 OVERTIME DISTRIBUTION: Overtime shall be distributed among employees on a reasonable and equitable basis. Where classes of employees assigned to individual jobsites perform the same or substantially similar job functions, the District shall encourage the distribution of overtime among such employees on an equal rotation schedule insofar as practical.

6.12 SHIFT DIFFERENTIAL:

6.12.1 Six (6) hours or more per day employees whose assigned work shifts start

between the hours of 3:00 p.m. and 5:00 a.m. shall be allowed a one-half (1/2) hour duty-free meal period per shift with no loss in pay. Each employee's meal period shall be taken at a time in the work shift designated by the immediate supervisor. If the employee intends to leave the work site area, he/she shall notify the supervisor.

Employees assigned to an alternate work week that is not a regularly designated week of Monday through Friday (example: assigned work week of Tuesday through Saturday), shall be allowed a one-half (1/2) hour duty-free meal period per shift with no loss in pay. Each employee's meal period shall be taken at a time in the work shift designated by the immediate supervisor.

6.12.2 An employee receiving shift differential compensation shall not lose said compensation if the employee is assigned temporarily for twenty (20) working days or less to a shift not entitled to such compensation.

6.13 OVERTIME FOR EMPLOYEES RECEIVING A SHIFT DIFFERENTIAL: Employees receiving a shift differential premium shall be paid at the appropriate overtime rate for all hours in excess of seven and one-half (7-1/2) hours in any one (1) day or on any one (1) shift or in excess of thirty-seven and one-half (37-1/2) hours in any one (1) calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to a regularly assigned quitting time.

6.14 CALL BACK/CALL IN TIME: Employees who are called back to work after

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

6.15 SUMMER SCHOOL/EXTENDED SCHOOL YEAR/INTERSESSION ASSIGNMENTS: When it becomes necessary to assign employees, who are not regularly scheduled, to work between the conclusion of one (1) academic year and the commencement of the next, such assignments shall be made as follows:

6.15.1 Eligibility:

6.15.1.1 Employees on received an overall unsatisfactory on their evaluation, or who have been subject to discipline in the ten months prior to the summer, extended school year (ESY), or intersession positions, are not eligible to participate in summer, extended school year (ESY), or intersession.

6.15.1.2 All other bargaining unit members who meet the minimum qualifications will be considered.

6.15.2 Selection and Ranking Process: Summer School and ESY Assignments will be made based on the following priority order:

6.15.2.1 Current Site and Current Position – Employees staying in the same position at their current site will have first priority.

6.15.2.2 Same Site, Different Position – Employees requesting a different role within their current site will be considered second priority.

6.15.2.3 Different Site, Same Position – Employees requesting to stay in their classification but transfer to a different site will be placed as third priority.

6.15.2.4 Different Site, Different Position – Employees requesting both a new position and a new site will be considered after all other priority considerations outlined in this article.

6.15.3 Tie-Breaking Criteria: If multiple employees qualify for the same position, placement will be determined by:

6.15.3.1 Classification Seniority (Years in the current job classification)

6.15.3.2 District Seniority (Total years of service in the district)

6.15.3.3 Special Education employees will follow the same tie-breaking criteria when applying for positions within their classification.

6.15.4 Extended School Year (ESY) Assignments:

6.15.4.1 Positions for ESY include but are not limited to:

6.15.4.1.1 Para Educator I

6.15.4.1.2 Para Educator II

6.15.4.1.3 Para Educator III

6.15.4.1.4 Licensed Vocational Nurse (LVN)

6.15.4.1.5 Bus Attendant

6.15.4.2 Eligible bargaining unit members will be given priority placement in the extended school year (ESY) vacancies within their classification and currently assigned classroom.

6.15.4.3 If the number of applicants exceeds the available positions in the currently assigned classroom, bargaining unit members who receive the Emergency Medical Administration and Specialized Physical Healthcare services (i.e., catheterization, trach suctioning, etc.) stipend will be given priority placement in positions requiring such training.

6.15.4.4 Bargaining unit members who are not placed per Sections 6.15.4.1 and 6.15.4.2 will be placed based on selection and ranking per section 6.15.2.

6.15.4.5 If there are more vacancies than applications within the classification, vacancies will be filled from outside the classification in accordance with Section 6.15.2.

6.15.4.6 Special Education employees applying for positions outside of their classification will used the process in Section 6.15.3.

6.15.4.7 Special Education: When there are no applicants from among the regularly assigned classified staff in a special education classroom, the summer school vacancies in that classroom shall be filled using the

process detailed in Section 6.15.5.3.

6.15.4.8 If a position is eliminated after a bargaining unit member is placed, the District will notify the least senior bargaining unit member that the position is no longer available. Thee bargaining unit member whose position was eliminated will be placed in the assignment that the least senior bargaining unit member vacated.

6.15.4.9 Any employees still not placed will be placed in accordance with the best interest of the program/District.

6.15.5 Posting and Notification

6.15.5.1 Extended school year and summer/intersession calendars describing the various beginning and ending dates as well as any non-school days, paid or unpaid, will be provided on a yearly basis to all classified employees no later than when summer/intersession positions are posted.

6.15.5.2 No employee not regularly assigned during the above period shall be required to perform services during this period.

6.15.5.3 Any vacancies that are not filled by current employees, will be advertised by Human Resources for outside applicants to apply and be interviewed.

6.15.6 Grievance Procedure

6.15.6.1 Decisions rendered as a result of the selection process shall not be subject

to the arbitration alternative of the grievance procedure.

6.15.7 Compensation for Summer School/Extended School Year/Intersession Assignments

6.15.7.1 In accordance with Education Code Section 45102, the District shall pay bargaining unit members working in summer school, extended school year, and/or intersession assignments, compensation at no less than the same compensation assigned to the classified position during the regular school year and shall further provide all statutory benefits (e.g., vacation and sick leave accruals on a pro-rata basis, and any applicable holiday pay) to bargaining unit members working in such assignments. The District shall report earnings from such assignments to CalPERS as appropriate.

ARTICLE VII

TRANSPORTATION

7.1 DEFINITIONS:

7.1.1 Department Seniority – All Classifications within the Transportation Department, inclusive of Bus Drivers, shall refer to Article 19.1.3 for seniority definition. A Bus Driver who resigns their position or is otherwise in an unpaid status for a period of twenty-four (24) calendar months or less shall be maintain their previous seniority status upon their return/rehire.

7.1.2 Route – A regularly scheduled bus driving assignment which may consist of one or more runs, intended to occur on a daily or intermittent basis. Route assignments shall include adequate (no less than thirty minutes) pre-trip inspection.

7.1.2.1 AM/Home-to-School – means runs between 5:30 a.m. and 8:59 a.m.

7.1.2.2 Midday – means runs between 9:00 a.m. and 1:00 p.m.

7.1.2.3 PM/School to Home – means runs between 1:00 p.m. and 6:00 p.m.

7.1.2.4 Intermittent Run – shall be a run which occurs on a regularbasis at least twice each week but less than 5 days per week.

7.1.3 Drives Outside of Regular Assignment:

7.1.3.1 Weekend/Holiday Field Trip: Any weekend, paid holiday trip, or Spring and Winter recess trip.

7.1.3.2 Weekday Field Trip: A weekday driving assignment that is not included within a route and is scheduled to be more than two (2) hours in length.

7.1.3.3 Last-Minute Field Trip: A field trip request that was received by the Transportation department with less than twenty-four (24) hours notice and is assigned outside of a Bus Driver's regular work hours.

7.3.1.4 Extra Driving Assignment: This assignment involves bus driving duties that do not pertain to a specific route or field trip and are two (2) hours or less. Additionally, it may entail covering for part or all of a regularly assigned Bus Driver's route, or it may consist of driving assignments within the Bus Driver's regular work schedule.

7.2 ESTABLISHMENT OF BUS ROUTES AND BUS DRIVER REGULAR ASSIGNED WORK SCHEDULE:

7.2.1 Prior to the beginning of each school year, the District shall establish regular bus routes and, during the school year, modify bus routes as needed.

7.2.2 Effective July 1, 2024, all Bus Driver positions shall have a regular assigned work schedule of 8 hours per day, five days per week.

7.3 BIDDING OF ROUTES:

7.3.1 Annual Bidding:

7.3.1.1 Bus drivers shall begin the school year with the same route and number of assigned hours that the driver had when the previous school year ended. These hours shall be maintained by the district until bidding for routes occurs under 7.3.1.2.

7.3.1.2 The annual bidding will occur no later than ten (10) weeks after the start of the school year with a rebid at ten weeks after the start of the school year.

I. No later than five (5) days prior to the date scheduled for the annual bidding, all Bus Drivers shall receive a copy of all available bus routes. The bus routes shall also be simultaneously posted in a visible location within the Transportation department.

II. The annual bidding meeting shall be attended by all Bus Drivers, the Manager of Transportation, a representative appointed by CSEA, and a representative appointed by the District.

7.3.2 Rebidding:

The following are considered qualifying events:

7.3.2.1 When a reduction of thirty (30) minutes or more or an addition of forty-five (45) minutes occurs in a regular assignment for more than twenty (20) days

7.3.2.2 When a regular assignment becomes vacant

7.3.2.3 The addition of new routes

7.3.2.4 The bus routes designated for special education students will be subject to the Annual Bidding process as defined in 7.3.1. Thereafter, for the remainder of the school year, special education routes will be exempt from the provisions of Section 7.3.1 of the Contract, unless one of these designated routes becomes vacant.

7.3.2.5 Rebidding under this section shall occur no more than twenty (20) instructional days after the qualifying event occurs.

I. No later than five (5) days prior to the date scheduled for the annual bidding, all Bus Drivers shall receive a copy of all available bus routes. The bus routes shall also be simultaneously posted in a visible location within the Transportation department.

II. The annual bidding meeting shall be attended by all Bus Drivers, the Manager of Transportation, a representative appointed by CSEA, and a representative appointed by the District.

7.3.3 Bidding Process:

7.3.3.1 Daily routes shall be bid for by permanent and probationary Bus Drivers on the basis of department seniority.

7.3.3.2 The Bus Driver with the greatest department seniority shall have the first choice of regular bus routes. The remaining regular bus routes shall be offered to the remaining Bus Drivers in descending order of department seniority.

7.3.3.3 A driver's selection shall remain in effect until a rebidding qualifying event occurs.

7.3.3.4 The District may temporarily modify routes to cover for absent employees or for Bus Drivers who are on field trips provided that the modification of the routes does not result in a loss of pay for the Bus Driver assigned to the modified route.

7.4 ASSIGNMENT OF FIELD TRIPS:

7.4.1 Weekend/Holiday Field Trips:

7.4.1.1 All weekend/holiday field trips shall be rotated by seniority based on the roster of all interested Bus Drivers established at the beginning of each semester (August and December). Any Bus

Driver who is newly hired after the beginning of a semester shall be eligible to be included on the roster.

7.4.1.2 Bus Drivers shall indicate their desire to be included on the weekend/holiday field trip roster by completing and submitting the designated form prior to the beginning of each semester. This roster shall be displayed in the Transportation department for all Bus Drivers to view. The roster shall be updated as newly hired Bus Drivers elect to participate in the rotation.

7.4.1.3 By 8:00 am Tuesday of each school week, the Transportation department shall post weekend/holiday field trips scheduled for the following week. The posting shall include the date and time that the trip was received by the Transportation department. These trips shall be assigned in seniority order based on the roster. Bus Drivers shall have until 10:00 am Wednesday (next day) to decline the assigned trip. If a Bus Driver declines a weekend/holiday field trip or is absent, the trip shall continue to be assigned in the order of the roster. A Bus Driver who declines or is absent shall remain on the roster. Weekend/holiday field trips received after the 8:00 am Tuesday posting shall be added to the posting and assigned to the next Bus Driver on the roster.

7.4.1.4 In the event a field trip assignment is canceled less than twenty-four (24) hours prior to the trip, the assigned Bus Driver shall receive a minimum of two (2) hours of compensation at their

hourly rate. If the field trip is canceled twelve (12) hours or less prior to the trip, the assigned Bus Driver shall receive a minimum of three (3) hours of compensation at their hourly rate for the canceled trip.

7.4.2 Weekday Field Trips:

7.4.2.1 All weekday field trips shall be rotated by seniority based on the roster of all interested Bus Drivers established at the beginning of each semester (August and December). Any Bus Driver who is newly hired after the beginning of a semester shall be eligible to be included on the roster.

7.4.2.2 Bus Drivers shall indicate their desire to be included on the weekday field trip roster by completing and submitting the designated form prior to the beginning of each semester. This roster shall be displayed in the Transportation department for all Bus Drivers to view. The roster shall be updated as newly hired Bus Drivers elect to participate in the rotation.

7.4.2.3 By 8:00 am Tuesday of each school week, the Transportation department shall post weekday field trips scheduled for the following week. The posting shall include the date and time that the trip was received by the Transportation department. These trips shall be assigned in seniority order based on the roster. If a Bus

Driver declines a weekday field trip or is absent, the trip shall continue to be assigned in the order of the roster. A Bus Driver who declines or is absent shall remain on the roster. Weekday field trips received after the 8:00 am Tuesday posting shall be added to the posting and assigned to the next Bus Driver on the roster.

7.4.2.4 Any weekday field trip which would require the use of three (3) or more buses traveling to the same location on the same day shall be assigned in order of the weekday field trip roster. Drivers assigned to special education routes shall not be eligible for assignment of these field trips. Field trips assigned pursuant to this paragraph shall not count for purposes of rotation.

7.4.3 Last-Minute Field Trips:

7.4.3.1 All last-minute field trips shall be rotated by seniority based on the roster of all interested Bus Drivers established at the beginning of each semester (August and December). Any Bus Driver who is newly hired after the beginning of a semester shall be eligible to be included on the roster.

7.4.3.2 Bus Drivers shall indicate their desire to be included on the last-minute field trip roster by completing and submitting the designated form prior to the beginning of each semester. This roster shall be displayed in the Transportation department for all

Bus Drivers to view. The roster shall be updated as newly hired Bus Drivers elect to participate in the rotation.

7.4.3.3 When the Transportation department receives a last-minute field trip request, the Manager of Transportation or designee shall communicate by dispatch and/or by phone with the Bus Driver who is next on the roster. The Bus Driver shall have up to ten (10) minutes to accept or decline the trip. All last-minute field trips shall be posted and include the date and time that the trip was received by the Transportation department. These trips shall be assigned in seniority order based on the roster.

7.4.4 In order to track the distribution of field trips, all field trip rosters shall be displayed for all Transportation staff to view, which indicates the field trips and the name of the Bus Driver who accepted or declined the trip.

7.4.5 Should all qualified drivers decline an offered field trip, the District shall have the right to assign the field trip to any qualified Bus Driver or a substitute driver. The District shall not make sequential involuntary assignments to the same Bus Driver.

7.4.6 The District shall have the right to withhold field trips and substitute driving assignments from Bus Drivers during the first three (3) months of regular paid service based upon the qualifications of the driver for the assignment.

7.5 ASSIGNMENT OF EXTRA DRIVES:

7.5.1 Extra Driving Assignments:

7.5.1.1 The assignment of extra driving will be made according to criteria in the following order:

I. To employees who can complete the extra drive within their regular assigned work schedule.

II. All extra driving assignments shall then be rotated by seniority based on the roster of all interested Bus Drivers established at the beginning of each semester (August and December). Any Bus Driver who is newly hired after the beginning of a semester shall be eligible to be included on the roster.

7.4.4.2 All extra driving assignments shall be posted and include the date and time that the trip was received by the Transportation department.

7.6 CONTRACTING OUT FIELD TRIP TRANSPORTATION: The District and CSEA agree to develop procedures that, to the extent possible, ensure the use of district buses for field trips under 150 miles round trip. The District may, at its sole discretion, contract bus transportation under the following circumstances:

7.6.1 Where District Drivers or Buses are Not Available:

If a Bus Driver(s) and/or bus(es) are not available for a trip of 150 miles or less round trip, the District shall notify the CSEA President and/or designee via email within five (5) days of the date of the scheduled field trip providing the reasons for the unavailability. If this circumstance occurs for more than five (5) field trips in any fiscal quarter, CSEA may request to meet with the District to discuss reasons for the shortage.

7.7 SUMMER EMPLOYMENT: Any work that occurs between the last day of the traditional school year and the first student day of the next traditional school year shall be considered summer employment.

7.7.1 Bus Drivers shall apply for summer employment by signing their name to a posted summer employment application list. Bus Drivers shall be selected for summer employment on the basis of department seniority. Bus Drivers who are selected for summer employment will be guaranteed a minimum of five (5) hours of paid service per day.

7.7.2 Only Bus Drivers who signed up for summer routes shall be eligible for summer field trip rotation. Rotation of field trips during the summer shall follow the same process as the regular school year. Bus Drivers who did not sign up for summer employment may also drive home-to-school routes to cover for Bus Drivers who are absent or driving an assigned summer field trip. The District shall contact Bus Drivers in the order of department

seniority to seek volunteers for unassigned summer field trips and home-to-school routes.

7.8 STANDBY TIME - TRIP DRIVING: All standby time for Bus Drivers working trips other than during regularly assigned work hours shall be considered as regular time worked and shall be compensated on a straight time or overtime basis as are other hours worked. If the trip is for overnight or more, the driver shall be credited with his/her regular daily hours worked or if the time exceeds his/her regular work hours, work hours shall be credited until released. Periods of duty shall be governed by applicable law.

7.9 DESIGNATED ROUTES FOR STUDENTS WITH DISABILITIES:

7.9.1 Bus Drivers selected will receive training on how to operate special buses and an in-depth orientation on working with students with disabilities.

7.9.2 Bus Drivers selected have one opportunity to opt out during the first bid no later than ten (10) weeks after the start of the school year.

7.10 BUS DRIVER CADET PROGRAM:

7.10.1 Cadet Bus Drivers are CSEA members and have all rights afforded to them under the Collective Bargaining Agreement.

7.10.2 Cadet Bus Drivers must earn a Bus Driver Certificate within six (6) months or one hundred thirty (130) days in paid service, whichever is longer. Upon presentation of a Bus Driver Certificate to the District Human Resources Office, a Cadet will be automatically promoted to Bus Driver and added to the Bus Driver Seniority List. Promotion to Bus Driver initiates a probationary period according to Section 15.2.

7.10.3 The District will reimburse the cost of the required physical exam and license fees to each Cadet who has completed training. The provision to reimburse drivers for their physical exam and twenty (20) hours of behind-the-wheel training after six (6) months of employment as a Bus Driver remains in effect per Board policy.

7.10.4 Upon promotion to Bus Driver, the driver will be placed on Step A and be assigned to an available route according to department seniority. If no route is immediately available, the driver will be placed on Standby status, retaining the District's guarantee of three (3) hours work/pay per day. The "Standby" driver will remain on the department seniority list and be considered for field trips, including last-minute field trips, and extra driving assignments according to the seniority rotation.

7.10.5 Seniority for Cadets will be calculated from original dates of hire by the District as a Cadet Bus Driver. Seniority for Bus Drivers will continue to be calculated according to Article 7.1.1 of the Collective Bargaining Agreement.

If two Cadet Bus Drivers earn their Bus Driver Certificates on the same day, seniority of Bus Drivers will be calculated according to their original hire date as a Cadet: the first hired would rank above the second.

7.11 SAFETY SENSITIVE POSITIONS (Drug and Alcohol Testing & Procedures): The provisions of the Transportation Employee Testing Act of 1991, its accompanying regulations, and this contract language apply to probationary and permanent employees with regard to prohibited behaviors and testing. Disciplinary action as outlined herein applies to permanent employees and at the District's discretion may or may not be applied to substitute and probationary employees. Employees to whom these regulations apply include school Bus Drivers, those employed to maintain and service school buses, and any other employee who may be hired and required to maintain a commercial driver's license as defined by the Federal Highway Administration regulations.

Safety Sensitive Positions:

- Fleet Master Technician
- Fleet Apprentice Technician
- Bus Driver/Instructor
- Bus Driver: probationary, permanent
- Cadet Bus Driver
- Any other employee hired to drive a commercial motor vehicle or who otherwise falls under the provisions of the Act

7.11.1 Employees Exhibiting Transportation Employee Testing Act Regulated Behaviors:

Such employees shall not be permitted to work if the supervisor has reasonable suspicion that they are a threat to the safety of themselves and others.

7.11.1.1 Such employees shall not report for duty or remain on duty while having a blood alcohol concentration of 0.02 or greater, nor if the employee tests positive for a controlled substance.

7.11.1.2 Such employees shall not be on duty or operate a commercial vehicle while possessing alcohol or a controlled substance which is not prescribedby a physician for that employee. Such prescriptions must not adversely affect the driver's ability to safely perform their duties.

7.11.1.3 Such employees shall not use alcohol or a controlled substance while performing safety sensitive functions nor shall they perform such functions within eight (8) hours after using alcohol or a controlled substance.

7.11.1.4 Such employees who are required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever comes first.

7.11.1.5 Such employees shall not refuse to submit to a post-accident alcohol or controlled substance test nor shall they refuse to submit to random or reasonable suspicion alcohol or controlled substances tests. Not being readily available for such tests can be deemed a refusal.

7.11.1.6 Violation of these regulated behaviors can result in employee discipline and/or dismissal.

7.11.2 Required Testing:

Federal regulation requires pre-employment drug testing and drug and alcohol testing at random, in cases of reasonable suspicion, post accident, at return to duty, and as a follow-up. The alcohol and controlled substances initial and confirmatory testing process shall be in accordance with United States Department of Transportation Procedures.

Safety Sensitive Positions:

- Amphetamines, Methamphetamines, and Methylenedioxymethamphetamine (MDMA)
- Cocaine
- Cannabinoids (THC/Marijuana)
- Opioids (Codeine, Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, and Oxymorphone)
- Phencyclidine (PCP)

- Alcohol

7.11.3 Cost of Testing:

The District will pay for testing as provided through itsparticipation in any testing consortium. If the District incurs additional costs for re-testing, return-to-duty testing, post accident testing, or follow-up testing and such test produces a positive result, the employee shall be responsible for payment.

7.11.4 Reasonable Suspicion Testing:

7.11.4.1 A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. For suspicion of controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.

7.11.4.2 The observations must be made by a supervisor who has received at least two hours training in identifying indicators of probable alcohol misuse plus at least two hours training in identifying indicators of probable controlled substance use.

7.11.4.3 If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another supervisor similarly trained.

7.11.4.4 Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the driver's performance of a safety-sensitive duty.

7.11.5 Post-Accident Testing:

7.11.5.1 A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life.

7.11.5.2 No post-accident test for alcohol will be given more than eight (8) hours after the accident. No post-accident test for a controlled substance will be given more than thirty-two (32) hours after the accident.

7.11.6 Random Testing:

7.11.6.1 The annual percentage rate for random alcohol testing is twenty-five (25) percent of the average number of driver positions.

7.11.6.2 The selection of drivers for random testing must be solely by chance, utilizing a random number table of a computer-based random number generator matched with social security numbers.

7.11.6.3 The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year. Drivers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.

7.11.7 Effects of Positive Test (Disciplinary Action):

7.11.7.1 If testing for alcohol is positive with a blood alcohol level of 0.02 or greater but less than 0.04, the employee shall receive a written warning concerning his/her problem. This warning shall include a summary of any actions which could follow if the prohibited behavior reoccurs. The employee has the right to attach a written response to this written warning before it is placed in the employee's personnel file. The employee must respond within five (5) days. The driver will be placed on sick leave for twenty-four (24) hours or, at the option of the employer, the driver may be assigned to duties that are not safety-sensitive for the same time period. The driver shall return to regular duty at the end of this twenty-four (24) hour period. The employer shall take no other action against a driver based solely on the test. All reports of true positive results are to be reported immediately to the Assistant Superintendent of Human Resources or designee.

I. If the prohibited behavior continues, the employee will be referred to the Assistant Superintendent of Human Resources or designee, who, with consultation with CSEA, may require the employee to participate in the Employee Assistance Program. Re-testing shall occur within twenty-four (24) hours prior to the employee's return towork.

II. Any subsequent positive test shall result in the employee being disciplined according to District policy and contract provision and may result in dismissal.

III. An employee who tests positive to alcohol (0.02 or above) or any other controlled substance shall not be permitted to drive home or elsewhere in any vehicle. The District shall offer advice or assistance in this circumstance.

7.11.7.2 If the results of testing for controlled substances reveal a blood alcohol level of 0.04 or above or are positive for drugs, the driver shall be immediately suspended without pay. The employee may choose to utilize sick leave. The employee shall be disciplined according to the District policy and contract provisions and may result in dismissal.

7.11.8 Voluntary Intervention/Rehabilitation Program:

7.11.8.1 Prior to receiving notice of testing, any affected permanent employee

who feels he/she has an alcohol or drug abuse problem shall be granted a leave of absence to enter a treatment program upon verification of such problem by a medical doctor or other substance abuse professional and upon notification to the Assistant Superintendent of Human Resources.

7.11.8.2 The duration of the leave shall be determined by the substance abuse professional as necessitated by the prescribed treatment program. Subsequent leaves shall be at the discretion of the District. The employee shall be able to use accumulated and extended illness leave, vacation leave, or any other state or federal entitlements.

ARTICLE VIII

PAY AND ALLOWANCES

8.1 WAGE INCREASES: For the 2024-2025 fiscal year, the District agrees that should any other bargaining unit receive an ongoing, across-the-board increase to their 2023-2024 salary schedule (with effect in the 2024-2025 fiscal year) the same percentage shall also be applied as an across-the-board, ongoing increase to the 2023-2024 CSEA Salary Schedule, with retroactive effect to July 1, 2024.

8.1.1 ONE-TIME, OFF-SCHEDULE PAYMENT: The District shall compensate CSEA bargaining unit members who are employed by the District as of the date of the parties' signing of a tentative agreement for the 2024-2025 fiscal year, a one thousand five hundred dollar ($1,500.00) one-time, off-schedule payment. This one-time, off-schedule payment shall not be pro-rated, and shall be paid no later than July 30, 2025. Should any other bargaining unit receive a one-time, off-schedule payment greater than $1,500.00 for the 2024-2025 fiscal year, the difference in the amount of the one-time bonus that is greater than $1,500.00 shall also be given to all CSEA bargaining unit members in the first available regular pay warrant cycle following the increase once the Business Department has calculated the increase, but no later than 60 days after the increase adjustment becomes due.

REVISIONS TO CLASSIFIED BARGAINING UNIT JOB DESCRIPTIONS:

Effective July 1, 2025, the parties agree to implement the agreed-upon revisions to the attached bargaining unit job descriptions. Unit members holding positions in job

classifications in which the job title has been revised shall maintain their current seniority in their currently titled job classification under the new job title. Unit members holding positions which have a revised range placement shall maintain their current step and any applicable longevity increment on the revised range. All current unit members holding positions with revised job descriptions as attached shall be exempted from any revised required qualifications (Education and Experience). Newly hired unit members under the revised job descriptions after July 1, 2025 shall be subject to the stated required qualifications (Education and Experience) on the attached job descriptions as agreed to between the parties.

Current Job Title	**Supports**	**Revised Job Title, If Applicable**	**Salary Schedule Range, Effective July 1, 2025**
Account Clerk I			
Account Clerk II			
Account Technician I			
Typist Clerk II	Receptionist – HS/MS/SAS Testing Center/SEC Welcome Center, ROP	Office Assistant I	18
Typist Clerk III	Receptionist – HS, SAS, SEC, SPED, SPO	Office Assistant II	
Clerk II & Typist Clerk II	Attendance at MS & HS	Attendance Clerk II	18
Clerk III	Attendance at HS	Attendance Clerk III	
Attendance Specialist	Middle School	Attendance Technician	
Attendance Technician	High School	Attendance Specialist	
Typist Clerk II	Registrar Office	Registrar Clerk	18
Registrar II	Registrar – MS		21
Registrar III	Registrar – HS		24
Typist Clerk III	Counseling Department - MS	Counseling Assistant I	
Secretary I	Counseling Department - HS	Counseling Assistant II	22
Typist Clerk II	Counseling Department/CDC – MTHS	Department Clerk I	18
Typist Clerk III	Department – Special Projects Department – ROP	Department Clerk II	
Typist Clerk II	Textbook – MS	Instructional Resource Clerk II	18
Typist Clerk III	Textbook – HS	Instructional Resource Clerk III	
Typist Clerk III	PBIS – MS, HS, & PPS	PBIS Clerk	
Secretary I	AP Secretary – MS	Administrative Assistant I	22
Secretary II	AP Secretary – HS	Administrative Assistant II	24
Administrative Secretary	Principal – Alt Education	Administrative Assistant II	
Administrative Secretary	Assistant Director	Department Administrative Assistant	

Secretary I	Ed Services	Department Administrative Assistant	24
Administrative Secretary	Director	Senior Administrative Assistant IV	25
English Learner (EL) Para Educator			
Health Technician			
Assessment Center Technician			
Career Center Technician			
Job Placement Specialist			
Vocational Evaluator			
Para Educator I	ROP	Vocational Lab Assistant	
Vocational Aide/Auto Shop	ROP	Vocational Lab Specialist – Auto Shop	
Student Activities Coordinator			
Community Liaison			
Library Technician I			
Library Technician II			
Custodian I			
Lead Custodian			
Head Custodian			
Grounds Maintenance I			
Grounds Maintenance II			
Lead Carpenter			
Carpenter		Lead Carpenter	33
Electrician			33
General Maintenance Assistant II		General Maintenance II	
General Maintenance Assistant III		General Maintenance III	
Glazier / Locksmith			33
Heating, Ventilation, and A/C Mechanic		HVAC Technician	33
Heavy Equipment Operator			
Lead Painter			33
Painter			
Plumber			33
Swimming Pool Maintenance		Swimming Pool Maintenance Technician	

8.2 LONGEVITY: The District shall adopt a salary schedule which provides for an additional increment of three (3) percent per month for each month worked for all employees who have completed ten (10) years of service and fifteen (15) years of service. Effective July 1, 2022, the district shall increase the adopted salary increment for each month worked for all employees who have completed twenty (20) years of service and twenty-five (25) years of service from three (3) percent to four (4) percent. Effective July 1, 2023, the District shall provide for an additional

increment of four (4) percent for each month worked for all employees who have completed thirty (30) years of service. Any retroactive payment due to bargaining unit members entitled to this additional four (4) percent longevity increment for completing thirty (30) or more years of service shall be paid no later than June 30, 2024, upon ratification and Board approval of this agreement.

8.3 PERS BUYOUT: Effective September 1, 2014, every unit member shall pay the full amount of the employee contribution to the Public Employees' Retirement System.

8.4 REGULAR RATE OF PAY: The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix B which is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of pay shall include any authorized shift differential and/or longevity increment. All employees designated by the District as working on a monthly calendar (twelve (12) month) versus a specific work year denoting actual number of days per year shall receive one unpaid day off in those years in which Leap Year falls. When agreeing upon the calendar for a Leap Year, the parties will generally identify the Monday after Easter as an unpaid day off for those employees on a monthly calendar unless one party wishes to advocate for an alternative.

8.5 PAYROLL DEDUCTIONS: Regular paychecks of employees shall be itemized to include regular pay, other pay, gross pay, federal withholding tax, state withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including health and welfare deductions. The District shall provide a

semi-annual report to employees of their vacation and sick leave balance.

8.6 FREQUENCY - REGULAR PAYROLL: Employees shall be paid at least once a month on or before the last working day of the month.

8.7 PAYROLL ERRORS: Whenever it is determined that an error has been made in the calculation or reporting of any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) work days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

By mutual written agreement, a necessitated deduction from an employee's paycheck resulting from a payroll error shall be prorated over an agreed-to period of time. The District shall provide the impacted employee with a written accounting of the claimed amount that is owed by the employee and the employee shall verify in writing that they agree with the claimed amount of the overpayment prior to entering a written agreement for repayment with the District. Pursuant to California Education Code section 44042.5, any errors in sick leave shall only be adjusted through sick leave credits and no deductions from an employee's paycheck shall be authorized to cure any errors in sick leave. Any amount due at the time of an employee's termination of employment shall be due and payable subject to the statutory limitations in the Education Code 44042.5.

8.8 EQUAL PAYMENTS: Ten (10) month employees shall be paid in ten (10) equal

monthly payments. Eleven (11) month employees shall be paid in eleven (11) equal monthly payments. Twelve (12) month employees shall be paid in twelve (12) equal monthly payments. A deferred twelve (12) month payroll option for unit members employed less than twelve (12) months shall be offered to each eligible employee.

8.9 PAYROLL ADJUSTMENTS:

8.9.1 Any payroll adjustment due an employee, including but not limited to vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid on the next regular payroll check in the month following that in which it is earned.

8.9.2 Retroactive pay during a school year shall be paid to classified employees based on actual time worked, i.e., summer school assignments, overtime, extra work agreements, etc.

8.10 LOST OR DESTROYED CHECKS: Any paycheck which is lost or destroyed after receipt shall be replaced within seven (7) working days after the filing of an affidavit by the employee that he/she has received a paycheck which was subsequently lost or destroyed.

8.11 SALARY SCHEDULE PLACEMENT UPON PROMOTION:

8.11.1 An employee who has worked at least seventy-five (75) percent of his/her

scheduled work year and has been promoted shall be placed on the salary schedule as follows:

If the range increase is no greater than two and one-half (2-1/2) percent above his/her range, the employee shall be placed at the step on the new range that is five (5) percent higher than his/her salary prior to promotion. The exception is the employee who is on Step F (see Paragraph 8.11.4 below).

8.11.2 An employee who has worked less than seventy-five (75) percent of his/her scheduled work year and has been promoted shall be placed on the salary schedule as follows:

If the range increase is no greater than two and one-half (2-1/2) percent above his/her current range, the employee shall be placed at the same step on the new range as he/she was placed prior to promotion.

8.11.3 If the range increase is five (5) percent or more above his/her current range, the employee shall be placed at the step on the new range that is at least five (5) percent higher than his/her salary prior to the promotion, or if the five (5) percent falls between steps, the next step higher which exceeds the five (5) percent. In no case shall placement on the new range result in more than a two (2) step reduction from the step placement held prior to promotion.

8.11.4 <u>STEP F EMPLOYEES</u>: If the employee is on Step F and is promoted two ranges or less above his/her current range, the employee shall be placed on

Step F on the new range.

8.11.5 A promotion will result in a new anniversary date. Date of hire remains the same.

8.12 RANGE ADJUSTMENT: When a job class is moved from one salary schedule range to another, all employees whose positions are allocated to the new range shall be adjusted to the corresponding step in the new range (i.e., Step A to Step A; Step B to Step B, etc.).

8.13 COMPENSATION DURING REQUIRED TRAINING PERIODS: An employee who is required and directed by the District to attend training sessions shall be compensated at his/her appropriate rate of pay.

8.14 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 ratefor the entire period required to work out of classification. The term "higher classification rate" means step placement in the higher class at the same as the step placement of the employee in his/her regular classification.

8.15 SUMMER SCHOOL WAGES AND BENEFITS:

8.15.1 Employees offered work and who agree to work in their regular classification during the period of time between the end of one academic year and the

beginning of the next academic year shall be compensated not less than the compensation and benefits received during the regular academic year.

8.15.2 Employees who work during the academic year and are offered and accept summer work in a lower or higher classification shall be paid at the step of the lower or higher classification which is closest to the employee's salary rate earned during the regular work year.

8.16 MILEAGE: Employees shall be allowed to claim mileage reimbursement for travel for school business in private cars in accordance with Board Policy.

8.17 Teacher Workdays, In-Service Days, and Minimum Days for pupils shall be fully paid workdays for bargaining unit members when such days fall within the employee's work year.

8.18 COMPENSATION FOR PROFICIENCY IN DESIGNATED LANGUAGES:

8.18.1 A Tier I or Tier II Interpreting stipend will be paid to all employees who demonstrate oral proficiency in a language designated by the District. The designated languages include, but are not limited to, Spanish and Tagalog/Ilocano.

8.18.2 Designated language proficiency will be demonstrated by the passage of a language proficiency assessment selected by the District.

8.18.3 The language proficiency assessment will be administered at least four (4) times per calendar year for employees who volunteer to participate in the language proficiency assessment process.

8.18.4 Employees who demonstrate proficiency with an overall score of (3.0 – 3.5) will receive the Tier I Interpreting stipend of $65 per month and are expected to utilize their language skills during the course of their workday in the following capacity:

- Communicate with the public (e.g., informal conversations, phone calls, greetings, responding/asking questions, etc.)
- See Appendix K for classifications that qualify for the bilingual stipend

8.18.5 Employees who demonstrate proficiency with an overall score of (3.6 or higher) will receive the Tier II Interpreting stipend of $145 per month and are expected to utilize their language skills during the course of their workday in the following capacity, excluding IEPs and other legally required meetings:

- Tier II utilizes all language skills listed under Article 8.18.4 with the addition of the following:
    - Interpret for any parent meetings (e.g., administration, counselor, teacher, student disciplinary meetings, parent conferences, etc.)
    - See Appendix K for classifications that qualify for the bilingual stipend.

8.18.6 Proficiency in a Designated Language stipend payments will be paid within the first thirty (30) days following qualification by the employee.

8.18.7 Classified Job Vacancy Postings shall not include “bilingual” required, unless the position being advertised is required to be “bilingual” according to a statute, grant, or law and this requirement has been verified by the Assistant Superintendent of Human Resources or his/her designee. A successful candidate for a “bilingual required” position must pass the language proficiency assessment selected by the District. If a permanent employee does not meet this requirement, provisions in Article 16.8 will apply.

8.18.8 Employees holding the positions of Translator and Interpreter will be exempt from the stipend. The established pay ranges reflect language proficiency skill requirements.

8.18.9 Employees who are currently receiving the bilingual stipend prior to March 1, 2023, are not required to reassess; however, the employee will receive the new stipend in this agreement and must provide the services outlined in Articles 8.18.4 and 8.18.5 depending on their current proficiency level.

8.18.10 Effective July 1, 2023, the language proficiency stipends rates will automatically increase by the same percentage as any negotiated ongoing and across-the-board percentage increase to the CSEA Classified Salary Schedule.

8.19 ADMINISTRATION OF EMERGENCY MEDICATIONS:

8.19.1 Certain students may require the administration of medication in emergency situations, which may be provided by bargaining unit members. In such cases when the health and safety of a student necessitates the administration of emergency medication care, services by bargaining unit members who have volunteered and received proper training may administer medication.

8.19.2 These provisions apply to those bargaining unit members who volunteer and hold positions in classified job classifications in the Appendix L.

8.19.3 Employees holding a position in which training for or administering an emergency medication is part of their required duties outlined in their respective job description are exempt from receiving the stipend.

8.19.4 The emergency administration of medication shall be carried out by a bargaining unit member who volunteered using the Volunteer Form in Appendix M, received training, and is certified in CPR and qualified. All providers will maintain their competency, demonstrating up-to-date knowledge, technical skills, and the ability to respond effectively in emergency situations, as documented by health professionals.

8.19.5 Any agreement by an employee to administer an emergency medication is strictly voluntary and staff may not be coerced, intimidated, or threatened to volunteer. Any employee who volunteers may rescind his/her offer up to three (3) workdays after the completion of each training, for that particular

medication. After that time, a volunteer may rescind his/her offer to administer one of these medications with a ten (10) workday notice, or until a new individual student health plan is developed, whichever is less.

8.19.6 The volunteer bargaining unit member shall be trained prior to administering medication. Training may include general training, student specific training, and training for student involvement in administering their own medication. A bargaining unit member will be certified in writing by the District as qualified to render the service if, at the conclusion of the training program, the employee has demonstrated competency in a service that meets the requirements set forth for Emergency Medical Administration. The bargaining unit member will be given the Notification of Volunteer Agreement, found in Appendix N. CPR Certification may be required if certification is part of the required training for a particular emergency medication.

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

8.19.8 The District agrees to pay an annual stipend of five hundred dollars ($500) to bargaining unit members who successfully complete training, are certified in writing by the District as qualified to render services listed in 8.19.7, and are selected by the District to administer medication on an emergency basis. The

stipend for the training and certification shall be prorated based upon the employee's work calendar and paid in the prorated amount on a monthly basis to each employee who has not rescinded their offer to volunteer to administer the medication.

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

- Epinephrine administration
- Glucagon administration
- FDA-approved rectal/oral/nasal emergency seizure medication (e.g., Diastat)

8.19.10 All training stipends are based upon a full year of qualification and the willingness of the employee to provide emergency administration of medication. Any employee who is qualified and willing to provide the services for less than one (1) full year shall receive the stipend on a prorated basis. Any employee who rescinds their offer to provide the emergency administration of medication shall cease to receive the stipend and be absolved of their responsibility, effective ten (10) days after the date of rescindment, or when notification from an Administrator of a refusal to provide services is received, or when a replacement is found – whichever occurs first.

8.19.11 The District shall defend and indemnify from any and all civil liability each

trained and certified volunteer employee who provides services pursuant to this section.

**THE PARTIES AGREE TO THE REVISED APPENDIX M, THE REVISED APPENDIX N, AND THE NEW APPENDIX O, ATTACHED TO THIS TENTATIVE AGREEMENT.

8.20 TRAINING FOR USE OF AUTOMATED EXTERNAL DEFIBRILLATORS:

8.20.1 The provisions of this section apply to classified employees who volunteer to receive training and certification in the emergency use of automated external defibrillators (AEDs). Except for those employees required to maintain current CPR certification as part of their job description, an employee's consent to receive training and certification and to provide emergency assistance through the use of an AED is strictly voluntary, and no employee shall be intimidated, threatened, or coerced to volunteer.

ARTICLE IX

HEALTH AND WELFARE BENEFITS

9.1 COVERAGE: CSEA and the District agree to provide Health and Welfare Benefits through California's Valued Trust (CVT) effective April 1, 2015. The terms of the Trust Agreement and Participation Agreement shall supersede any conflicting provisions contained in this agreement.

9.2 The District agrees to pay the costs of Health and Welfare benefits, as indicated below, for the life of this contract, for all employees regularly employed for six (6) hours or more per day or thirty (30) hours or more per week, whichever is applicable.

9.2.1 The Trust will offer CVT Health Plans PPO3, PPO6, PPO8, PPO9, Wellness PPO, and the Bronze Plan, utilizing the Blue Cross network.

9.2.2. To pair Plans 3, 6, 8, and 9 with prescription plan B, the Wellness Plan with prescription plan C, and the Bronze Plan with the Bronze prescription plan

9.2.3. To provide Vision Plan B with a $15.00 deductible

9.2.4. To provide the Delta Dental Basic Plan with a $1,500.00 annual maximum and nitrous oxide

9.2.5. To provide a $25,000.00 Life Insurance policy

9.3 For the 2024-2025 fiscal year, the District agrees that should any other bargaining unit receive an increase to the District's Monthly Contribution amounts towards Health and Welfare Benefits, the same dollar amount increase(s) for Employee, Employee plus 1, and/or Family medical plans, and/or dental and vision plan contributions, shall also be applied to the CSEA bargaining unit with the same effective date as the effective date agreed to with the other bargaining unit.

9.4 For the purposes of health benefits, the work year for classified employees is June 1 through May 31.

9.5 RETIREE MEDICAL COVERAGE:

9.5.1 To be eligible for any of the following, the employee must have served fifteen (15) years in the District. Effective July 1, 2002, employees must serve in a benefited position for ten (10) of the years of service with the District to be eligible for the retirement benefits contained in section 9.4. The District shall contribute the total medical premium per month for single party coverage for retirees age fifty-five (55) through fifty-seven (57). The District shall contribute the same amount per month as is provided to active employees for either employee only or employee plus one (1) dependent for retirees age fifty-eight (58) to sixty-five (65).

If an eligible retiree dies before the age of sixty-five (65), at the time of death the District shall continue its contribution until the date that the retiree would have turned sixty-five (65) years of age.

9.5.2 Any employee who is not eligible under 9.5.1 and who retires from regular employment with the District before age sixty-five (65) and is covered by health insurance at the time of retirement has the option of purchasing medical insurance coverage under the District plan with full premium costs to be borne by the former employee. This coverage is permitted until the retiree reaches age sixty-five (65).

9.5.3 Any employee who is not eligible under 9.5.1 or 9.5.2 above and who retires from regular employment with the District after age sixty-five (65) with ten (10) years of service in the district and is covered by health insurance at the time of retirement, has the option of purchasing medical insurance coverage under the Trust plan with full premium costs to be borne by the former employee.

9.6 INCOME PROTECTION INSURANCE: The District agrees to provide a long-term income protection plan with a 90-day waiting period to be funded as follows:

9.6.1 Any costs above ½ of 1% of the annual classified bargaining unit payroll shall be funded from salary increases granted in the year of the premium increase.

9.6.2 CSEA acknowledges that the ongoing cost of the program is in lieu of an equivalent salary increase.

9.7 ELIGIBILITY:

9.7.1 Eligible employees are those who are employed regularly for six (6) hours per day or a minimum of thirty (30) hours per week. Coverage for new employees will begin on the first day of the month following the new employee's hire date.

9.8 BENEFITS FOR PART-TIME EMPLOYEES:

9.8.1 Employees who are employed regularly for less than six (6) hours per day or thirty (30) hours per week may have the option of purchasing health insurance and/or life insurance coverage through the District's provider with full premium costs borne by the employee. Such purchase shall be made primarily through payroll deductions and direct reimbursement to the District by the employee if payroll deduction is not sufficient to cover the cost of premiums.

9.8.2 The District shall contribute the following amounts toward dental insurance benefits for employees who are employed for four (4) hours or more but less than six (6) hours per day or thirty (30) hours per week as they relate to actual premiums, not to exceed the following amounts based on a (100%) dental

benefits cap. (The employee's share shall be made through payroll deduction only.)

Hours Employee Assigned Per Day:	Percent (%) of District-Paid Share:
• 5-1/2 up to 6	80%
• 5 up to 5-1/2	70%
• 4-1/2 up to 5	60%
• 4 up to 4-1/2	50%

9.8.3 Notwithstanding the foregoing, a regular Bus Driver employed for five (5) consecutive years who does not have a regular assignment of six (6) or more hours per day but who has been in a paid status for an average of six (6) hours per day during the regular school year shall, effective September 1 of the subsequent school year, receive health and welfare benefits afforded to the other six (6) hour employees. A Bus Driver shall be required to qualify for benefits for each subsequent year in accordance with the provisions stated above. An employee who is receiving health and welfare benefits during a year but who fails to qualify for the subsequent year shall have the current benefits terminated effective August 31.

9.9 EXTENDED ENTITLEMENT FOR JOB-RELATED ILLNESS OR INJURY: Any employee who has suffered a work-related injury or illness and has exhausted all paid leave entitlement but is unable to return to work because of the work-related injury or illness shall, at the time when paid leave is exhausted, be granted a six (6) month

unpaid leave during which time his/her existing medical, dental, and other health benefits premium shall be paid by the District. The payment of the premium shall terminate, however, during this period when the employee(s) Workers' Compensation ceases or when his/her employment is terminated. No employee who has served less than one (1) year prior to the date of his/her work-related injury or illness shall be entitled to the benefits of this section.

9.10 RETURN TO WORK CONDITION: Health and Welfare benefits for ten (10) month employees for July and August shall be paid only for those employees who return to work on their first assigned day of duty unless excused for good cause; otherwise, the employee shall pay the cost of such benefits for those months. Exceptions may be granted for good cause by the Assistant Superintendent of Human Resources.

ARTICLE X

HOLIDAYS

10.1 Effective for the 2017-2018 school year, the observed Holidays are as follows:

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King Day

Lincoln's Birthday Holiday or other day mutually agreed to by the parties

Presidents' Holiday

Cesar Chavez Holiday (on the Monday following Spring Break, in lieu of Admission Day)

Memorial Day

Juneteenth

The above holidays shall occur on their regular dates unless otherwise agreed to. When a legal holiday falls on a scheduled non-work day for a ten (10) hour, four (4) day/week

employee, the employee may select to take the “holiday” on the workday preceding the legal holiday or the next scheduled workday following the holiday.

10.2 HOLIDAY SCHEDULE CONFLICTS: In those years when the classified Holiday Schedule conflicts with the negotiated teacher work year calendar, the conflicting holiday will become a Floating Holiday. This process is in lieu of seeking a waiver from the State of California to move the conflicting holiday to another day. This Floating Holiday would be in addition to the scheduled Floating Holiday.

10.3 FLOATING HOLIDAY: One Floating Holiday for each bargaining unit member will beadded to the above Holiday Schedule beginning 7/1/1994.

10.3.1 All Floating Holidays may be taken in conjunction with any other leave, holiday, vacation, or weekend. This holiday will be taken before the end of the fiscal year for which it is designated; it may not be carried over into a subsequent year.

10.3.2 All Floating Holidays shall be scheduled at the time approved by the school siteor department administrator.

10.3.3 Seniority shall be given consideration when employees within the same or similar classification at a given site indicate the same preference as to the time for taking a Floating Holiday.

10.4 ADDITIONAL HOLIDAYS: Each day declared by the President or Governor of the State as a public fast, thanksgiving, or holiday, or any declared as a holiday by the Governing Board, shall be a paid holiday for eligible employees.

10.5 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 a Sunday, the following workday not a holiday shall be deemed to be that holiday.

10.6 HOLIDAY ELIGIBILITY:

10.6.1 An employee shall be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

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

ARTICLE XI

VACATION PLAN

11.1 ELIGIBILITY: All employees in the bargaining unit shall earn paid vacation pursuant to this Article. Vacation benefits are earned on a yearly basis, based on the employee's original date of hire. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. For the purposes of this Article, school-year employees shall be considered ten (10) month employees.

11.2 VACATION: Vacation time shall be earned and accumulated by 12-month employees in accordance with the following schedule:

Years of Service	Days of Vacation	Hours
1	10	80
2	11	88
3	12	96
4	13	104
5	15	120
7	16	128
9	17	136
10	20	160
13	21	168
15	22	176
17	23	184

Any employee working for less than twelve (12) months per year shall determine the number of vacation hours earned by multiplying the hours shown for a twelve (12) month employee by the number of months he/she works, dividing the result by twelve (12), multiplying the answer by the number of hours per day he/she works, and dividing that answer by eight (8). Example: a ten (10) month employee who worked one (1) year and is assigned six (6) hours per day would calculate his/her earned

vacation as follows:

10 months x 80 hours	=	800 hours
800 hours ÷ 12 months	=	66.66 hours
66.66 hours x 6 hours	=	399.99 hours
400 hours ÷ 8 hours	=	50 hours of vacation

(Calculations shall be rounded to the nearest whole number.)

All employees will be paid for vacation days the same as if they had worked that day, regardless of the number of hours worked per day at the time the vacation was earned.

11.3 VACATION PAY: Pay for vacation days for eligible employees shall be the same as that which the employee would have received had he/she been in a working status. Employees regularly employed for less than twelve (12) months, as listed in 6.3.1.3 above, shall not normally be allowed to take vacation days during the school year but shall be compensated at the appropriate rate of pay for vacation days earned. For less than twelve (12) month employees, vacation pay shall be prorated by the number of months that the employee works and included in their regular monthly payroll, beginning with their first paycheck.

11.4 HOLIDAYS: When a holiday falls during the scheduled vacation of an employee, such holiday shall not count as a day of vacation.

11.5 VACATION SCHEDULING:

11.5.1 Vacations shall be scheduled at the time approved by the District.

11.5.2 Seniority shall be given consideration when employees within the same or similar classification at a given site indicate the same preference as to time for taking vacation, when the vacation requests are received on the same date.

11.5.3 Approval of vacation schedules and adjustments will be subject to District approval based upon availability of employees within the same or similar classification at a given site on the date(s) of vacation requested.

11.5.4 When submitting a vacation schedule or request for vacation, the employee may only utilize vacation accrued as of the date(s) of vacation is (are) to be taken.

11.6 VACATION POSTPONEMENT: Unused vacation days earned as of the anniversary date in any one fiscal year shall be taken before the following anniversary date except:

11.6.1 A maximum of five (5) unused days may be carried forward to any succeeding year provided that the employee desiring this privilege shall secure the written permission of his/her immediate manager and provided further that the employee has a definite objective in requesting the carrying forward of the five (5) days, such as a trip requiring more vacation time than that which would normally accrue in any one year.

11.6.2 If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.

11.7 INTERRUPTION OF VACATION:

11.7.1 An employee may be permitted to interrupt or terminate vacation leave in order to begin sick leave provided the employee provides notice and verification of the illness or injury in accordance with the provisions of Article XIII (sick leave).

11.7.2 If an employee's vacation was scheduled during a time when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed and the District shall consider such request in accordance with vacation dates available at that time.

11.8 VACATION PAY UPON TERMINATION: Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employee who has not completed six (6) months of employment in regular status shall not be entitled to such compensation.

ARTICLE XII

PROFESSIONAL GROWTH AND DEVELOPMENT PROGRAM

12.1 PROFESSIONAL GROWTH: Professional growth is a systematic job-related plan of study or a course of study leading to a professional degree or certificate, whereby eligible employees shall receive incentive increment points for increased individual competence through approved study.

12.2 The Professional Growth Program supports the career ladder concept to enable employees to enhance present skills and to develop new skills which enable them to better perform their present jobs or prepare them for other jobs within the District, including advancement to higher positions in other classifications or other employee units within the district. Employees considering course work or professional certificate programs and who intend to submit for professional growth compensation (See 12.5 below) are required to have prior approval (See Appendix F for application form).

12.3 ELIGIBILITY: Permanent employees are eligible to participate.

12.4 INCENTIVE INCREMENT POINTS:

12.4.1 Incentive increment points are attained through the completion of approved study.

12.4.2 College or community college credit shall accumulate at the rate of one (1) incentive increment point per one (1) semester unit. Six (6) semester units equal

one (1) professional growth award. College units taken on a non-traditional calendar (8-week course or self-paced) shall equal one incentive increment point per unit if the college units represent an approximately equivalent amount of student work using the base of forty-eight (48) hours per unit stated in 12.4.4 below. The determination of unit equivalence shall be made by the Professional Growth Appeals Committee.

12.4.3 Credit for Adult School, Continuing Education Units, and ROP courses accumulate at the rate of sixteen (16) hours of class attendance equaling one (1) incentive increment point. One (1) incentive increment point equals one (1) semester unit and six (6) units equal one professional growth award.

12.4.4 Credit for professional certificate programs shall be determined by the number of estimated hours of work/study it will take to obtain the certificate, based upon an approximate equivalence to the hours for semester-based college units (One (1) unit = one (1) lecture hour and two (2) study hours per week for sixteen (16) weeks for forty-eight (48) hours per unit). Information to make this determination shall be provided to the Human Resources Office. The Professional Growth Appeals Committee shall convene to determine the increment point/unit conversion rate for professional certificate programs submitted by employees (i.e., Cisco Network Professional (CCNP), Automotive Service Excellence (ASE), or Career Technical Education). Professional certificates/increment points shall apply toward professional growth award(s). Certificates equivalent to six (6) semester units equal one (1)

professional growth award.

12.4.5 Incentive increment points shall be granted only if a grade "C" or better (or a grade of "Pass" in a Pass/Fail) is achieved. Issuance of a Professional Certificateby the certifying organization shall suffice.

12.5 COMPENSATION FOR APPROVED INCENTIVE INCREMENTS:

12.5.1 Employees submitting proof of earned units, hours, or professional certificates in accordance with this article shall receive the earned professional growth award the first payroll of the month following submission of documentation demonstrating completion of required course work.

12.5.2 Employees considering course work or professional certificates are required to have prior approval. (See Appendix F for application form.)

12.5.3 Each professional growth award equals two (2) percent of the employee's regular monthly salary. The minimum time period between awards shall be twelve (12) months. Awards may continue to be earned up to a maximum of four (4) awards. Excess units earned over and above the six (6) approved units to qualify for an award shall be applied to the next award.

12.5.4 Incentive increment points earned prior to a promotion would not be included as part of the calculation of salary schedule placement upon promotion or lost

because of promotion. In other words, the professional growth award percentage shall be applied to the employee's new base salary after promotion.

12.6 COURSE APPROVAL:

12.6.1 All courses or certificates applied towards a professional growth award must receive prior approval (See 12.5.2 and Appendix F). Course work that does not directly enhance an employee's skills for his/her current position must be part of an approved course of study leading to an advanced degree or certificate that would qualify an individual for another career within the District. The course of study must be signed by an education/academic counselor from an accredited college or institution of higher learning. If the course of study is taken online from a college located more than fifty miles from the District office, the employee shall submit proof to the Assistant Superintendent of Human Resources that the proposed course of study is accredited and offered online, and the approval process shall proceed without a counselor's signature.

12.6.2 In order to be assured that professional certificates or course work taken by the employee will be approved for credit in the Professional Growth Program, the employee shall submit the District application form HSD 415 (Appendix F) to the Assistant Superintendent of Human Resources for approval prior to enrolling in the courses or professional certificate program. Training, professional certificates, or course work paid for by the District will

not be considered for professional growth increments. It will be the responsibility of the employee to apply for approved incentive increments and verify completion of course work or certificates to the Human Resources Office. Official transcripts or an instructor's signature followed by an official transcript, where applicable, or a copy of the professional certificate will be required to substantiate the request and must be on file with the Human Resources Office.

12.7 PROFESSIONAL GROWTH APPEALS COMMITTEE:

12.7.1 An employee who has been denied approval of proposed course work or a professional certificate program may file a written appeal with the Professional Growth Appeals Committee.

12.7.2 This committee will be comprised of three (3) persons, one (1) designated by administration, one (1) designated by CSEA, and one (1) mutually agreed upon by the District and CSEA. This committee will meet at the request of the Assistant Superintendent of Human Resources as needed.

12.7.3 If the appeal is approved by the Professional Growth Appeals Committee, it shall be resubmitted to the Assistant Superintendent for Human Resources for implementation.

12.7.4 If the appeal is rejected by the Professional Growth Appeals Committee, the

employee may submit a written appeal to the Superintendent.

12.7.5 The Superintendent's decision shall be final and not grievable.

12.7.6 Appeals must be filed within thirty (30) calendar days of the date of notification of the decision on the acceptability of the application.

12.8 GRIEVANCE: Decisions made by the Professional Growth Appeals Committee or the Superintendent shall not be subject to the grievance procedure.

ARTICLE XIII

LEAVES

13.1 SICK LEAVE:

13.1.1 It is the responsibility of the employee to provide proof of illness or injury upon request. Employees who are absent on sick leave shall be considered as absent without pay unless satisfactory proof of illness or injury is filed with the District stating that the employee could not or should not perform his/her normal duties. Such proof shall ordinarily be satisfied by filing a Cause of Absence form but may include a physician's verification of illness or injury if requested by the District.

13.1.2 Employees employed for the entire school year are entitled to twelve (12) days of absence for illness or injury or one (1) day per month.

13.1.3 Employees employed for less than the entire school year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months worked bears to twelve (12).

13.1.4 Part-time employees employed for the entire school year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of hours he/she is employed per week bears to forty (40).

13.1.5 Part-time employees employed for less than the entire school year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of hours he/she is employed per week bears to forty (40) as the number of months worked bears to twelve (12).

13.1.6 Employees specified in Paragraphs 3, 4, and 5 above are entitled to use sick leave benefits for any day on which they are scheduled to work.

13.1.7 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day.

13.1.8 Credit for leave of absence need not be accrued prior to taking such leave and such leave of absence 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 or the proportionate amount to which he/she may be entitled until the first (1st) day of the calendar month after completion of six (6) months of service with the District.

13.1.9 If such employee does not take the full amount of leave allowed during the year, the amount not taken shall be accumulated from year to year.

13.1.10 An employee who has unused leave of absence for illness or injury 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 transfer of the verified unused sick leave, be credited with the accumulated days.

13.1.11 Any sick leave benefits earned but unused on the date of retirement may be converted to retirement credit in accordance with law.

13.2 PREGNANCY DISABILITY LEAVE:

13.2.1 Employees who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery therefrom, shall be granted such leave, the length of which, including the date on which the leave shall commence and the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician and submitted to the District in writing.

13.2.2 All employees shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery there from.

13.2.3 Each employee who submits a claim for sick leave compensation under the provisions of this regulation shall obtain appropriate certification from his/her physician as to the length of the required absence necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.

13.2.4 No sick leave compensation shall be granted without such certification from the employee's physician.

13.2.5 Nothing in these regulations shall prohibit the Governing Board from granting additional days of non-paid leave prior or subsequent to the leave necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery there from. (See Maternity/Childbearing Leave.)

13.3 INDUSTRIAL ACCIDENT AND ILLNESS LEAVES: Employees who have been employed by the District for twelve (12) months or longer shall be entitled to industrial accident or illness leaves of absence under the following provisions:

13.3.1 Allowable leave shall be for a maximum of sixty (60) working days in any one (1) fiscal year for the same accident.

13.3.2 Allowable leave shall not be accumulated from year to year.

13.3.3 Allowable leave shall commence on the first (1st) day of absence.

13.3.4 Payment for wages lost on any day while the employee is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the employee under the Workers' Compensation laws, exceed the normal wage for the day.

13.3.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability payment made under Workers' Compensation.

13.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next 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, for the same illness or injury.

13.3.7 If the sixty (60) day leave of absence is exhausted and the employee is not medically able to return to work, he/she shall use his/her accumulated sick leave, accumulated vacation time, and accumulated compensatory time which, when added to the Workers' Compensation temporary disability payment, shall provide for a full day's wage or salary.

13.3.8 During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, or compensatory time off, the employee shall endorse to the District checks received under Workers' Compensation laws. Credit shall be given to the employee's accumulated sick leave, vacation, or compensatory time off in an amount of time proportional to the compensation monies received when such leave has been charged.

13.3.9 If an employee receiving Workers' Compensation payment is continued on leave under extended accident or illness leave, the one hundred (100) day

period shall be extended to one hundred thirty (130) days as provided for in section "13.4.1" below.

13.3.10 Any employee receiving benefits for industrial accident or illness may travel outside the State of California for a period not to exceed thirty (30) days if: (a) he/she advises the District, in writing, of his/her departure date, location, address, and return date, and (b) he/she files with the District a statement from the Workers' Compensation insurance carrier that the agency has no objection to his/her traveling outside the State for the period of time requested.

13.3.11 Employees requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.

13.3.12 Periods of leave of absence shall not be considered a break in service of the employee.

13.4 EXTENDED ACCIDENT OR ILLNESS LEAVE:

13.4.1 Each employee shall be credited with not less than one hundred (100) working days (one hundred thirty (130) working days for Workers' Compensation temporary disability covered illness or injury involving an

employee who has been employed by the District twelve (12) months or longer) per fiscal year injury of paid sick leave, including annual and accumulated sick leave entitlement under Sick Leave above. Employees who begin employment subsequent to July 1 shall be credited with a prorated number of the one hundred (100) days.

An employee who has used all of his/her extended leave by the end of the school year (June 30) shall not be allotted any additional leave at the start of the new school year (July 1). Likewise, an employee who has not used all of his/her extended leave by July 1st and continues to be absent into the new school year will not be allotted any additional leave but shall be entitled to use the remaining balance of the one hundred/one hundred thirty (100/130) days if the absence for that injury continues into the new school year.

13.4.2 The balance of the one hundred (100) days, if any, beyond annual and accumulated sick leave shall be considered as extended injury or illness leave.

13.4.3 Upon exhaustion of regular sick leave, an employee who is suffering from an extended injury or illness shall utilize accumulated sick leave, vacation, compensatory time, and other paid leave, if any, prior to using the balance, if any, of the one hundred (100) working day extended injury or illness leave.

13.4.4 The paid extended accident or illness leave shall be at a rate of fifty (50) percent of the employee's regular salary and shall be exclusive of any other

paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.

13.4.5 Any employee who has exhausted the one hundred (100) working days of extended accident or illness leave but has accumulated sick leave, vacation, compensatory time, or any other paid leave remaining shall be placed on additional paid leave for a period of not less than the number of paid days remaining.

13.5 ADDITIONAL LEAVE:

13.5.1 A permanent employee who has exhausted all entitlement to sick leave (annual and accumulated), vacation, compensatory time, and other paid leave and who is absent because of an accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) calendar months.

13.5.2 The Governing Board may renew the leave, paid or unpaid, for up to two (2) additional six (6) month periods.

13.5.3 Time on leave under this section shall not be considered a break in service.

13.6 PERSONAL NECESSITY LEAVE:

13.6.1 Each employee may elect, in case of personal necessity, to use available

personal illness or injury sick leave. As used herein, the term “immediate family” includes the following: mother, father, grandmother, grandfather, or grandchildren of the employee or of the spouse of the employee; and the spouse/domestic partner (a state certificate of domestic partnership status shall be sufficient proof for the purposes of this section), son, daughter, brother, or sister of the employee, or any relative living in the employee’s immediate household. As used herein, the term “personal necessity” shall refer to those situations where the employee’s presence is urgently required, as opposed to situations where the particular matter could be taken care of on weekends or after-school hours. The term “personal necessity” shall include the following situations:

13.6.1.1 Death of a member of his/her immediate family when additional leave is required beyond the necessary leave the employee is entitled to pursuant to Bereavement Leave.

13.6.1.2 Accident, involving the employee’s person or property, or the person or property of a member of his/her immediate family.

13.6.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena.

13.6.1.4 Illness, including necessary surgery, of a member of the immediate family where other arrangements cannot be made.

13.6.1.5 One-half (1/2) day to attend the funeral of a close friend or relative other than a member of the immediate family. The one-half (1/2) day may be extended to one (1) full day if the funeral is more than fifty (50) miles from the city of Salinas. In any event, the total time shall be personal necessity leave.

13.6.1.6 Up to two (2) days for Paternity purposes, for the employee father, such time to be taken at the time of birth and/or at the time of discharge from the hospital.

13.6.1.7 Up to two (2) days for Adoption purposes, for the employee adopting a child, such time to be taken at the time of adoption and/or at the time the child is brought home.

13.6.1.8 Medical and dental appointments which must be scheduled during work hours. Upon submission of a written request for such use on form HSD 421 (Appendix I), together with a verified medical note indicating that the appointment could not be scheduled outside the employee's assigned work hours, the immediate manager shall not charge to sick leave any absence of one (1) hour (sixty (60) minutes)

or less. Absences exceeding one (1) hour will be charged to sick leave (personal necessity) in full. In the event the employee does not provide a verified medical note, the leave time shall be charged to sick leave. The provisions of subsection 13.6.1.8 are limited to one (1) medical or dental appointment per day. If a second medical or dental appointment is required, the time may be charged to other leave as appropriate.

13.6.1.9 Dependent medical and dental appointments which must be scheduled during working hours are to be charged to sick leave (personal necessity leave) in full.

13.6.2 The manner of proof for an employee electing to use "sick leave" rights for personal necessity consists of the employee's signature on the District "Cause of Absence" form with a statement of the facts and reasons for personal necessity, and the words "request for personal necessity leave." All such requests shall bear the recommendation of the appropriate immediate manager.

13.6.3 No more than seven (7) days of "sick leave" may be used for personal necessity in any school year.

13.6.4 Up to two (2) days of Personal Necessity Leave may be used for reasons of personal necessity without the "statement of facts and reasons for personal

necessity leave" requirements of 13.6.2, provided that the request is not made less than forty-eight (48) hours before the intended use and that the time may not be used within forty-eight (48) hours of another paid leave.

13.6.5 Pursuant to Labor Code 233, an employee may use the equivalent amount of the sick leave earned during a six (6) month period to attend to an illness of a child, parent, or spouse/domestic partner of the employee. If the provisions of Labor Code section 233 are amended in such a manner as to change this entitlement, the provisions of this paragraph shall be deemed automatically amended to conform to the changes in the law.

13.7 BEREAVEMENT LEAVE: Employees are entitled to five (5) days of absence without loss of pay for the death of any member of the employee's immediate family. Bereavement days, if taken, shall be taken within thirty (30) days. Members of the immediate family are any relative living in the immediate household or the spouse, mother, father, former legal guardian, grandmother, grandfather, or grandchildren, and the son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, the employee's spouse, or domestic partner. Bereavement leave for other relatives with whom the employee had a close familial relationship may be approved upon submission of a written request to Human Resources. A maximum of two (2) additional days shall be allowed if travel outside the state is necessary.

13.8 VOLUNTEER FIRE FIGHTERS, MILITARY, AND FEDERAL EMERGENCY WORKERS' LEAVE: Volunteer Fire Fighters, Military, and

State and Federal Emergency Workers' Leave shall be granted in accordance with Federal and State laws subject to the following conditions: The employee shall notify the District and present to the District a copy of the orders which stipulate the date of reporting and the date ofcessation of such leave. If the employee is compensated by the requesting agency, the District leave will be unpaid. Medical benefits will be maintained unless otherwise directed by law.

13.9 MATERNITY/CHILDBEARING LEAVE:

13.9.1 A female employee may be granted an unpaid leave during her pregnancy and prior to being temporarily disabled as a result of the pregnancy and/or during the childrearing period following the temporary disability resulting from childbirth.

13.9.2 Such leave without pay shall not exceed one (1) year in duration unless the Governing Board extends the leave.

13.10 JURY DUTY LEAVE: Employees shall be released for jury duty subject to the following conditions.

13.10.1 The employee, within twenty-four (24) hours of being notified of his/her call for jury duty, shall notify his/her immediate manager of the dates, location, and estimated time that he/she will serve on jury duty.

13.10.2 Upon completion of jury duty, the employee shall provide from the Jury Commissioner's Office a statement certifying the dates that the employee was engaged in the performance of his/her duties as a prospective juror and/or a member of a jury. Such a statement shall include the date upon which the services of the employee were no longer required by the Jury Commissioner. Employees serving as jurors shall turn over jury fees received, exclusive of mileage, to the District.

13.10.3 The employee will return to work following completion of his/her jury duty with the exception that an employee whose regular shift begins at 3:00 p.m. or later, and who is required to serve on jury duty beyond the noon lunch break on any workday, shall be relieved from that day's work with pay.

13.11 TRAINING AND/OR RETRAINING LEAVE:

13.11.1 Employees may be granted leave with or without pay not to exceed one (1) year for the purpose of training or retraining.

13.11.2 The District may prescribe standards of service that may permit such leaves.

13.11.3 Any leave of absence granted under this section shall not be considered a break in service.

13.11.4 Employees on non-paid leave under this section shall not earn sick leave,

vacation, or other benefits provided for under this Agreement.

13.12 GENERAL LEAVE: Other leaves, not covered above, including Study Leave, may be granted with or without pay, at the discretion of the Governing Board.

13.13 CATASTROPHIC LEAVE DONATION PROGRAM: The District and CSEA mutually agree to continue a classified employee catastrophic leave donation program for the utilization of classified employees who are suffering from a long-term illness and who have exhausted annual sick leave, accumulated leave, compensatory time, and vacation time.

13.13.1 Qualified applicants will be those who have medical verification of long-term serious illnesses and who have exhausted all of their sick leave and any other paid leave. A long-term serious illness is usually one that is either terminal or permanently debilitating.

13.13.2 Written application will be required from the applicant prior to consideration. If the applicant is unable to make a written application, a family member may serve as an alternate.

13.13.3 The committee to review the requests shall be composed of the Assistant Superintendent of Human Resources or designee, the site Supervisor, the CSEA President, and a CSEA designee.

13.13.4 Information reviewed at the meeting shall include the nature of the request, the nature of the serious illness, and any other pertinent information.

13.13.5 Granting of donated leave must be mutually agreed upon by the District and the CSEA.

13.13.6 Donation of sick leave or vacation days from unit members will be based on the following:

13.13.6.1 To donate sick leave the donor must have, and maintain, accrued sick leave equivalent to at least two (2) years. Sick leave hours may be donated above that amount at a minimum of eight (8) hours and in one (1) hour increments thereafter at the level of up to one hundred (100) hours per year. To donate vacation days the donor must have twenty (20) or more days of accrued vacation. Eligible donors shall be allowed to donate up to five (5) vacation days in whole day increments.

13.13.6.2 Donated sick leave and vacation days will be allocated to the seriously ill candidate on an equitable basis as determined by the committee. Any donated vacation days will be used before donated sick leave. Donated sick leave will be used on a first-in, first-out basis and any unused vacation days or sick leave will be returned to the donor(s).

13.13.6.3 Donated leave will be granted to the candidate in increments of up to forty (40) days. The candidate may apply for further donated leave days by providing further medical information and/or a personal letter explaining the need.

13.13.7 HOLD HARMLESS CLAUSE: In the event that the Salinas Union High School District is challenged in any administrative or judicial proceedings regarding the implementation of the catastrophic leave donation plan, the California School Employees Association, Steinbeck Country #547 shall defend and hold the District harmless from any and all loss including attorney's fees, cost of defending, and any judgment and/or reinstatement of any previously donated sick leave or vacation days.

13.14 The Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) provides up to 12 weeks of unpaid leave for the care of a new child or for the serious illness of the employee or employee's immediate family member for employees who have worked 1,250 hours the previous year. The District will comply with the provisions of the FMLA/CFRA. Information concerning these leaves is available at the Human Resources Department and on the District's website.

ARTICLE XIV

TRAINING

14.1 IN-SERVICE TRAINING PROGRAM: The District may provide appropriate job-related in-service training sessions for employees to maintain a high standard of performance and to increase the skills of employees.

14.2 FUTURE IN-SERVICE: The District and CSEA agree to form a subcommittee to develop a comprehensive plan to provide in-service opportunities for classified employees.

14.3 IN-SERVICE TRAINING TIME: Required attendance at in-service training sessions offered during regular work hours shall be with full pay and benefits.

14.4 IN-SERVICE TRAINING COMPENSATION: When in-service training time is required other than during regularly assigned working hours, the employee shall be compensated at his/her appropriate rate of pay or overtime, if applicable.

14.5 SPECIALIZED TRAINING: Training for paraeducators and campus supervisors, utilizing funding according to Local Control Funding Formula/Local Control Accountability Plan (LCFF/LCAP) funding, will be provided on non-work time. This training will be paid according to article 14.3. Training for campus supervisors and paraeducators is required. If training is scheduled on/during off-work calendar days/hours, reasonable notice shall be provided to the affected employees.

ARTICLE XV

EVALUATION PROCEDURE

15.1 New employees shall serve a probationary period not exceeding six (6) months or one hundred thirty (130) days of paid service, whichever is longer. New employees shall be evaluated at least once during their initial probationary period, preferably following four (4) months of service, and then at least annually thereafter. Nothing in this section shall preclude other evaluations at other times deemed necessary or desirable by the immediate manager of the employee or by the District.

15.2 A permanent employee who changes classification shall have a six (6) calendar month probationary period in the new classification. The employee shall be evaluated at least once, preferably at the end of four (4) months of probationary service in the new classification and annually thereafter. The timing of the annual evaluation shall be determined by the employee's original date of hire into the District.

15.3 Written evaluations shall be made on a district evaluation form HSD 415 (Appendix D).

15.4 Whenever possible, job performance shall be discussed with the employee by his/her immediate manager at the time the issue is pertinent, rather than waiting until the time of the required written evaluation. Employees shall receive evaluations in a private setting and written evaluations will be discussed in a private conference.

15.5 When an evaluation of unsatisfactory performance or conduct is made, the employee shall have a reasonable period of time, where appropriate, as determined by the immediate manager, to correct the unsatisfactory performance or conduct. A subsequent re-evaluation shall be given at the end of a reasonable period of time.

15.6 Employees shall be provided with a copy of all written material that directly affects an evaluation prior to its being placed in the District personnel file. The employee shall be entitled to respond to the written material within five (5) working days of its receipt and have such response attached to the material placed in the personnel file. Upon written request, the immediate manager may grant an additional five (5) working days to respond to evaluation material.

15.7 Employees shall be provided with a copy of any written information of a derogatory nature that directly affects their evaluation prior to its being placed in the District personnel file.

15.8 The employee shall be entitled to respond to the derogatory material within five (5) working days of its receipt and have such response attached to the material placed in the file. The employee shall be provided reasonable release time with pay to initial and date the material and prepare a written response. Upon written request, the immediate manager may grant an additional five (5) working days to respond to derogatory material.

ARTICLE XVI

TRANSFERS, PROMOTIONS, AND CHANGES OF CLASSIFICATION

16.1 DEFINITIONS:

16.1.1 Employees are District employees and may voluntarily transfer, be involuntarily transferred, be promoted, or change classifications within the same or different salary range in accordance with the procedures of this article.

16.1.2 TRANSFER – A transfer is defined as the lateral movement of an employeefrom his/her assigned position at a site to another position within the same classification at a different site or a change in the number of hours in the same classification at the same site (e.g., five (5) hour employee to a seven (7) hour employee). A change in assigned duties that does not result in a change in hours or a change in work site is a reassignment as defined below. Bus Driver assignments are subject to Article VII – Transportation.

16.1.3 REASSIGNMENT – A reassignment is defined as the involuntary movement of an employee from one position to a vacancy at the same site, in the same classification, at the same number of hours or workdays per year.

16.1.4 VOLUNTARY TRANSFER – A voluntary transfer is defined as a transfer initiated as a result of a request by that employee.

16.1.5 INVOLUNTARY TRANSFER – An involuntary transfer is defined as the transfer of an employee by the District in the best interest of the District.

16.1.6 PROMOTION – A promotion is defined as the movement of a permanent employee from his/her assigned position to a vacant position at a higher classification.

16.1.7 CHANGE OF CLASSIFICATION – A change in classification is defined as the movement of an employee from his/her assigned position to a vacant position in another classification at the same or lower range which does not constitute a promotion or transfer.

16.1.8 VACANCY – A vacancy is defined as an unfilled position at any district work site.

16.2 VOLUNTARY TRANSFERS:

16.2.1 Employees wishing to be considered for a voluntary transfer shall submit an application to the District Human Resources Office, using the District's digital application platform, prior to the end of the vacancy posting period.

16.2.2 The District shall consider, for all vacancies, the employees who request a voluntary Transfer.

16.2.3 Employees who have not completed their new employee probationary period may not apply for a transfer; they may request a reassignment which is a change in the number of hours in the same classification at the same site (e.g., five (5) hour position to seven (7) hour position). If reassigned, the employee shall serve the balance of their probationary period in their new position. New employees will be informed during their initial orientation to the District that they are only eligible for such reassignments.

16.2.4 A permanent employee who transfers will not be subject to an additional new employee probationary period.

16.2.5 Nothing contained herein shall preclude the District from soliciting candidates for vacant positions from outside the District.

16.2.6 If two (2) employees mutually agree to switch assignments and the District concurs, such an agreement shall be allowed and shall not be subject to the terms of this Article.

16.3 SELECTION PROCESS FOR VOLUNTARY TRANSFERS:

16.3.1 All qualified employees who have requested consideration for voluntary transfer shall be included by the District in any group of candidates to be interviewed for any vacant position.

16.3.2 Qualified employees not selected for a vacant position shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for his/her non-selection. The decision rendered as a result of the selection shall not be subject to the arbitration alternative of the grievance procedure.

16.3.3 Employees applying for vacant positions on a voluntary basis shall be selected upon the following criteria:

- The established minimum job requirements as stated in the job description
- Any applicable licensing or certification requirements
- Special job-related experience, skills, or talents
- The best interest of the educational setting or the District
- Seniority shall be applied to resolve a tie if two (2) or more employees who have requested to be transferred become the candidates for final consideration and are equally qualified.

16.4 INVOLUNTARY TRANSFERS:

16.4.1 When a position is moved from one site to another, volunteers at the affected site will be considered.

16.4.2 If a volunteer is not selected, the employee with the least seniority at the affected site who is to be involuntarily transferred shall be given no less than five (5) workdays' notice. In case of an emergency, when notice is less than five (5) days, CSEA shall be notified.

16.4.3 If an involuntary transfer is initiated to fill a vacancy and more than one (1) vacancy exists within the classification to be filled, the employee to be involuntarily transferred may indicate a preference of site or position. The request may be made to the Assistant Superintendent of Human Resources or a Director of Human Resources who will make the final decision based on District need. A cabinet-level manager shall be designated by the Assistant Superintendent of Human Resources to make the final decision if Human Resources is unavailable and the decision cannot await the Assistant Superintendent's availability.

16.4.4 Upon request, a conference shall be held between the employee to be transferred and the Assistant Superintendent of Human Resources or designee from Human Resources and the CSEA Chapter President or designee to discuss the reasons for transfer.

16.4.5 Para-Educator II staff may be involuntarily transferred under the following guidelines. The following options are in addition to existing contract language regarding involuntary transfers in Article XVI:

16.4.5.1 If an entire classroom of students is moved from one location to another, the paraeducator shall move with the class. If a classroom is closed and the students are reassigned to multiple classrooms, the paraeducator staff shall move with the students

according to student needs. If there is more than one vacancy at the time of the student reassignments, the paraeducator staff may indicate a preference, which shall be considered by the District's Assistant Superintendent of Human Resources.

16.4.5.2 Temporary Vacancies: When a Para-Educator II position becomes vacant or a student IEP creates the need for additional services and it is in the best interest of the District to temporarily fill the vacancy or additional need with a permanent Para-Educator II from another school site, the Para-Educator II shall be given at least a twenty-four (24) hour notice (excluding weekends and holidays). The temporary assignment may last no more than five (5) workdays. If there is a need to be longer than five (5) workdays (unless extended under paragraph 3 below), the District shall meet with CSEA to determine the duration of the need and how to best fill the additional need or vacancy. The needs of all paraeducators shall be considered and a different paraeducator may be transferred if possible.

16.4.5.3 Permanent Transfers: When there is a need to permanently transfer a Para-Educator II from one site to another, the Para-Educator II and CSEA shall both be provided with no less than five (5) workdays' notice. CSEA shall notify the District within three (3) workdays of receiving notice if there is a conflict or hardship for

the affected employee; the District and CSEA agree to meet to resolve that conflict within two (2) workdays of notifying the District of a conflict. If the District and CSEA are not able to meet within two (2) workdays, any temporary transfer shall be extended until one (1) day after the parties are able to meet. Following the meeting between the District and CSEA and the expiration of five (5) workdays' notice period, the District retains the right to transfer said employee if the conflict is not resolved.

16.4.5.4 Any involuntary reassignment shall not cause a change in the number of hours or days assigned to the affected employee(s). Any change in work schedule (start and end times) of more than thirty (30) minutes must be agreed to by the affected employee in writing and a copy provided to CSEA. Any assignment that requires an employee to work at more than one work site shall include mileage reimbursement to the employee, and travel time between sites shall be included in their regular work hours.

16.4.5.5 Job postings for Para-Educator II vacancies shall be listed at the school site where the position(s) is (are) assigned.

16.4.5.6 Any notice to CSEA required by this Agreement shall be effected by email to the Labor Relations Representative and the CSEA 547 Executive Board.

16.4.6 Para-Educator I: If an entire classroom of students is moved from one location

to another, the paraeducator shall move with the class. If a classroom is closed and the students are reassigned to multiple classrooms, the paraeducator staff shall move with the students according to student needs. If there is more than one vacancy at the time of the student reassignments, the paraeducator staff may indicate a preference, which shall be considered by the District's Assistant Superintendent of Human Resources.

16.5 PROMOTIONS:

16.5.1 Employees wishing to be considered for a promotion shall notify the District Human Resources Office in writing on the appropriate forms, prior to the end of the vacancy posting period.

16.5.2 The District shall compile a list of the requests which shall include the employees' names, current classifications, current assigned sites, and hire dates.

16.5.3 Employees who are new to the District and have not completed their new employee probationary period are not eligible to apply for a promotion.

16.5.4 Permanent employees still serving a promotional probation may request transfer under Voluntary Transfers above. Employees who transfer and who have not completed their promotional probation shall serve the balance of their probationary period in their new position.

16.5.5 The probationary period for promotions shall be six (6) calendar months.

16.5.6 Reversion Rights: A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted. If a promoted employee is so notified, the employee shall be assigned to a vacant position in his/her previous classification or may, with the mutual consent of the employee and District, be assigned to another classification where a vacancy exists and for which the employee is deemed qualified by the District. If no vacancy in the former classification or in another appropriate classification exists, the employee shall bump the least senior employee in the former classification. If more than one vacancy exists for which the employee is eligible, the employee shall be assigned to the vacancy that provides a work schedule closest to but not less than that from which the employee was promoted.

A promoted employee may notify the District during the probationary period that he/she desires to return to the previous classification. This shall occur if a vacancy exists or as soon as a vacancy occurs in the previous classification.

16.6 SELECTION PROCESS FOR PROMOTIONS:

16.6.1 All qualified employees who are seeking a promotion shall be included by the District in any group of candidates to be interviewed for any vacant

position.

16.6.2 “Qualified applicant” shall be defined as an employee who has met the minimum qualifications for the position.

16.6.3 The successful candidate for the position shall be selected on the basis of qualifications for the position, previous performance, and seniority in the District.

16.6.4 Qualified employees not interviewed or not selected for a vacant position shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for non-selection. The decision rendered as a result of the selection shall not be subject to the arbitration alternative of the grievance procedure.

16.6.5 Employees wishing to be considered for a promotion shall be selected upon the following criteria:

- The established minimum job requirements as stated in the job description
- Any applicable licensing or certification requirements
- Special job-related experience, skills, or talents
- The best interest of the educational setting or the District

- Seniority shall be applied to resolve a tie if two (2) or more employees who have requested to be promoted become the candidates for final consideration and are equally qualified.

16.7 CHANGE OF CLASSIFICATION: A permanent employee who seeks a change in classification other than a transfer or promotion shall follow the procedures in Promotions above.

16.8 VACANCIES:

16.8.1 When a vacancy is to be filled by other than an involuntary transfer, the vacancy shall be posted for five (5) workdays prior to filling the vacancy.

16.8.2 POSTING NOTICE: Notice of all vacancies shall be posted within five (5) workdays of a position becoming vacant, upon determination that the position will be filled, or when a new position is established. The notice shall remain posted for a period of not less than five (5) workdays, during which time employees may apply for the vacancy. The posting notice shall be emailed to all classified employees using their District email addresses. The CSEA Chapter President shall be provided a copy of all vacancy notices. The job vacancy notice shall include: the job title, a brief definition of the position and duties, the listed qualifications required for the position, the "currently assigned job site", the number of hours per day, days per week, and months

and/or days per year assigned to the position, the work shift, the salary range, and the deadline for filing to fill the vacancy.

If a vacant position has been reduced in time assignment, the notice shall include the previous hours and work year to be worked due to lack of work or lack of funds.

16.9 TEMPORARY FILLING OF VACANCIES: Whenever a vacancy occurs in the bargaining unit, during the interim period for permanent filling of the position, the District shall utilize bargaining unit employees on a temporary basis in accordance with procedures established in this Agreement for working out of class and extra work assignments. The time frame for temporary filling of a position shall not exceed sixty (60) calendar days, beginning with the first day of the vacancy. This time frame may only be extended by mutual agreement between CSEA and the District.

If a regular classified employee does not accept either an out of class assignment or extra hours to temporarily fill the vacancy, a substitute (not a District employee) may be assigned if the District is actively recruiting to fill. If a substitute employee is assigned to a position on or after the 61st day the position has been vacant and there is no agreement with CSEA to extend the vacancy recruitment period, that substitute employee shall become a regular classified employee. This shall be retroactive to their first day of employment in the position, and the employee shall then serve the balance of their new employee probationary period.

16.10 OTHER:

16.10.1 At least one CSEA member, who is a permanent employee, shall serve on each interview panel for all bargaining unit positions. Human Resources shall notify the CSEA Chapter President at least five (5) workdays prior to any interview so that CSEA can select two (2) CSEA panel members. If Human Resources does not properly notify CSEA, the interviews shall not take place. If CSEA is properly notified but does not identify at least one panel member, or at least one appointee does not attend the interviews, Human Resources may designate a CSEA panel member or conduct the interview without a CSEA member present.

16.10.2 An employee who accepts a transfer, promotion, or a change of classification shall begin his/her new position within ten (10) working days of receiving official notice of placement. At the time of acceptance, the Human Resources designee shall inform the employee of the start date.

ARTICLE XVII

CLASSIFICATION AND RECLASSIFICATION

17.1 PLACEMENT IN CLASS: Every bargaining unit position shall be placed in a class.

17.2 SALARY PLACEMENT: When a new position is created or a position or class of positions is proposed to be reclassified to a higher level, the District shall notify CSEA in writing and, on request by CSEA, discuss the appropriate range placement and its effect with CSEA. If CSEA does not agree with the District's recommended placement, CSEA shall state its reason in writing, and the District shall negotiate the increase with CSEA on request.

17.3 INCUMBENT RIGHTS: When a position or class of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the new position(s).

17.4 RECLASSIFICATION STUDY PROCEDURE: Reclassification studies shall be conducted over a seven (7) year period that will begin on July 1, 2016 and end on June 30, 2023. The reclassification studies shall include all classifications in the bargaining unit. Definitions, procedures, and timelines for reclassification studies are included in Appendix J of this agreement.

ARTICLE XVIII

LICENSING

18.1 The District shall have the right to make appropriate driver's license requirements in accordance with the provisions of current class specifications as a condition of continued employment, except that a Class I Driver's License may be required only of employees in Skilled Trades, Grounds, Transportation, and Delivery classes.

18.2 The District shall not require a Class I California Driver's License as a condition of continued employment of any classified bargaining unit member in the classes of General Maintenance Worker or Grounds Equipment Operator employed by the District on or before April 21, 1988.

18.3 The District may require a Class I California Driver's License as a condition of continued employment of any employee in the Skilled Trades and Related Classes, Grounds Classes, Transportation Classes, and Delivery and Related Classes who was employed after April 21, 1988.

18.4 The District shall pay (or reimburse to the employee) the cost of a physical examination required by the California Department of Motor Vehicles for a Class I Driver's License upon presentation of appropriate documentation by the employee.

18.5 The District shall pay (or reimburse to the employee) the fee charged by the California Department of Motor Vehicles for issuance of a Class I Driver's License.

18.6 The District shall pay each employee required by the District to have a valid Class I Driver's License a certification salary differential of $100 upon obtaining the Class I California Driver's License. A recertification differential of $250 shall be paid upon the successful completion of each renewal of the California Class I Driver's License required by the District.

ARTICLE XIX

LAYOFF PROCEDURE

19.1 DEFINITIONS:

19.1.1 EMPLOYEE – An employee for the purposes of this Article is an employee inthe classified services.

19.1.2 LAYOFF – A layoff is an involuntary separation from the classified service oran involuntary reduction in hours or a reassignment to a lower classification, voluntarily consented to in writing by the employee in lieu of layoff.

19.1.3 SENIORITY – Seniority for employees shall be based on the date of hire. "Hire date" means the date one was hired into a classification or higher-paid classifications, not the date one first went to work for the District.

19.2 REDUCTION IN HOURS/WORK YEAR: Any reduction in hours or assigned times shall be negotiated with CSEA prior to District adoption and implementation, and any related effects on incumbent employees shall be negotiated by no later than March 15th prior to being effected in the ensuing fiscal year. When a vacancy occurs and a reduction in work year and/or work day is contemplated by the District, the District shall notify CSEA of the intended reduction and its rationale for such action.

19.2.1 VACANT POSITIONS – It is recognized by the Association that the District may have the need to fill a vacant position for efficient operation while negotiations are occurring regarding a District-proposed reduction in work year and/or work day for that position. Therefore, it is agreed that the District may, when necessary, fill the position(s) with a substitute(s) while negotiations are taking place. The substitute may be placed from the first day of need but shall not continue beyond two (2) weeks from the time agreement is reached regarding the position(s) in question. The District, in turn, agrees that a concerted effort shall be made to reach agreement prior to expiration of one (1) month from the time the proposal is made in writing to CSEA. If at all possible, unless otherwise mutually agreed, two (2) negotiating sessions shall be held in that time period. Failing resolution in those two (2) sessions, impasse may be declared, and every effort shall be made by the District and the Association to schedule impasse negotiations with the mediator within one (1) month of the date of the declaration. Notwithstanding the above, in the absence of a proposal for reduction in hours or months of employment made by the District, vacant positions will be filled without change in the number of hours or months of service in accordance with Section 16.8. Positions which are the subject of negotiations shall remain in their original status on the table of organization until and unless agreement is reached, otherwise allowing reduction in hours and/or months of employment. A substitute hired to work in a vacancy shall be considered a member of the classified service on the 61st day of the vacancy and their probationary period shall not begin until the first

day of their classified service. The sixty-one (61) day timeline may be extended by mutual agreement between CSEA and the District.

19.3 APPLICATION:

19.3.1 The employee with the least seniority in the affected class, plus seniority accrued from serving in a higher class, shall be laid off first.

19.3.2 In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another at the same salary range), the original class, prior to lateral movement, shall be considered a lower class for purposes of counting seniority within class.

19.3.3 A voluntary layoff occurs when any employee consents to a reduction in hours of employment or assignment to a class lower than that in which the employee has permanence, as determined by the District, in order to avoid interruption of employment. This pertains to the employee's bumping rights under the Education Code.

19.3.4 The order of bumping shall be as follows:

19.3.4.1 In the highest class in which currently or previously served (only seniority in that class shall count) and in which the employee has seniority over an incumbent

19.3.4.2 If no position is available or if the position would be for a lesser number of hours, and the employee wishes, then the order of bumping shall be to a lower class than that in which the employee is currently serving or has previously served, starting with the position giving the greatest number of hours, and in which the employee has accrued seniority over the incumbent. Seniority shall be calculated on the basis of time served in the classes into which the employee is bumping plus seniority accrued in higher classes.

19.3.4.3 In the event the employee does not wish to exercise bumping rights, the employee shall be laid off.

19.3.4.4 If no position is available in which the employee has accrued seniority, or the exercise of bumping rights will result in loss of hours or salary, the employee will be allowed to transfer into the first vacant related position. "Related position" shall mean any class in the same job family, but in which the employee has not previously served, which will not result in a promotion.

Job Families:

- Accounting and Related Classes
- Clerical, Secretarial, and Related Classes
- Custodial and Groundskeeping Classes
- Data Processing and Related Classes
- Food Services Classes

- Instructional Support, Library, and Related Classes
- Professional, Technical, and Related Classes
- Skilled Trades and Related Classes
- Transportation, Delivery, and Related Classes

19.3.5 An employee displaced from his/her classification as a result of being "bumped" shall have the same bumping rights as those set forth in 19.3.4.

19.3.6 If two (2) or more employees, subject to layoff, have equal class seniority, the determination will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

19.4 NOTICE:

19.4.1 Procedures for layoff notice and rights to a hearing, if applicable, are set forth in Education Code Section 45117.

19.4.2 The District will notify CSEA of impending layoffs as far in advance as possible and will meet with CSEA, if requested, to discuss the reasons for and alternatives to the proposed layoff. The parties shall also meet, upon request, over effects not covered by this agreement.

19.5 RE-EMPLOYMENT RIGHTS:

19.5.1 The names of employees laid off shall be placed on re-employment lists in the reverse order of layoff. Involuntary layoff shall continue for thirty-nine (39) months from the date of layoff.

19.5.2 Employees who voluntarily consent to reassignment, reduction in hours or work year, or demotion, in lieu of interruption of employment, shall be placed on re-employment lists in accordance with Education Code Section 45298.

19.5.3 Should the time assignment of the reduced position be increased or restored, occupancy shall be based on Districtwide seniority within the classification for those affected by the reduction.

19.5.4 Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority.

19.5.5 An employee on a re-employment list may decline one (1) offer of re-employment at the same or greater number of hours/days in his/her former range and classification. After the first refusal, no additional offers need to be made. Upon a good cause, the District may permit additional offers. The employee's name shall remain on the re-employment list. However, it shall be the responsibility of the employee to notify the District of his/her availability

for work. A copy of the 39-month and 63-month re-employment lists will be given to the President of CSEA at the beginning of each school year and a copy will be posted in the Human Resources Office.

ARTICLE XX

DISCIPLINARY PROCEDURE

20.1 DISCIPLINARY ACTION: The following disciplinary actions which deprive a permanent employee of a classification or an incidence of classification may be taken by the District against a permanent employee for the just causes listed in 20.2.

20.1.1 DISMISSAL: Dismissal is removal from the employment of the District.

20.1.2 INVOLUNTARY REASSIGNMENT: Involuntary reassignment is a change of assignment without the employee's written voluntary consent.

20.1.3 INVOLUNTARY DEMOTION: Involuntary demotion is placement in a lower classification without the employee's written voluntary consent.

20.1.4 SUSPENSION: Involuntary placement of the employee on an unpaid status.

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

20.2.1 Neglect of duty

20.2.2 Inefficiency

20.2.3 Incompetency

20.2.4 Violation of rules and regulations of the Board of Trustees and the State Board of Education and violation of the Education Code and other applicable laws

20.2.5 Insubordination which is defined as willful refusal to obey an order which a supervisor is entitled to give and have obeyed

20.2.6 Dishonesty involving official District business or theft involving District property or other employees' or students' property on District premises

20.2.7 Being under the influence of alcoholic beverages or un-prescribed drugs while on the job or when reporting for work

20.2.8 Consumption of alcoholic beverages on the job

20.2.9 Immoral conduct

20.2.10 Illegal use of narcotics

20.2.11 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

20.2.12 Repeated, unexcused tardiness

20.2.13 Repeated, unexcused failure to report to work as assigned

20.2.14 Excessive absence which is detrimental to the District

20.2.15 Inability to work harmoniously with others to such a degree that District functioning is disrupted

20.2.16 Failure to maintain such conditions and standards required by the District job description

20.2.17 Negligent or intentional damage to District property

20.2.18 Disorderly conduct which is defined as violent, turbulent, or indecent behavior, seriously disturbing the peace and good order of District business

20.2.19 Evident unfitness for service

20.2.20 Failure to maintain licenses or certificates required by law for the job such as bus or vehicle driver's license or teacher aide proficiency tests

20.2.21 Failure to adequately perform bona fide requirements of the position held

20.2.22 Physical and/or mental inability to perform assigned duties

20.2.23 Engaging in political activity during assigned hours of work

20.2.24 Conviction of a felony or any crime involving moral turpitude

20.2.25 Falsifying relevant information on application forms and other District records

20.2.26 Egregious misconduct as defined by Education Code Section 44932 and involving a minor

20.3 DISCIPLINE PROCEDURE:

20.3.1 WRITTEN NOTICE: An employee who is to have disciplinary action (as defined in 20.1) taken against him/her shall be informed, in writing, of the following:

20.3.1.1 STATEMENT OF CHARGES: A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. The district shall also provide a copy of the current disciplinary article. 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 years preceding the date of the filing of the notice of cause 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.

20.3.1.2 RIGHT TO A HEARING: The employee may request a hearing, in writing, within five (5) work days after service of the statement of charges. A Demand for Hearing form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the five (5) work days shall be deemed to be a waiver of the right to the hearing. A work day shall be defined as a day the District Office is open for business.

20.3.1.3 ACCESS TO MATERIAL: The employee may, upon request, have copies of the material upon which the charges are based.

20.3.1.4 IMMEDIATE SUSPENSION: An employee may be immediately suspended without pay pending a hearing for causes listed in 20.2 (CAUSE), subsections 20.2.5 through 20.2.11, 20.2.18, 20.2.20, 20.2.24, 20.2.26, and incompetence due to mental disability, willful refusal to perform regular assignments without reasonable cause, or under other circumstances seriously detrimental to the health and safety of District employees and pupils. A permanent employee who

demands a hearing shall continue to be paid his/her regular salary during the period of suspension and until the entry of the decision of the Board of Trustees, if and during such time as he/she furnished to the District a suitable bond or other security acceptable to the Governing Board, as a guarantee that the employee will repay to the school District the amount of salary so paid to him/her during the period of suspension in case the decision of the Board is that he/she shall be disciplined. If it is determined that the employee may not be disciplined, the Board shall reimburse the employee for the cost of the bond.

20.3.1.5 INFORMAL HEARING: Immediate suspension may be ordered by the Superintendent and his/her designee after the employee has been notified of the charge(s) against him/her and has been given an opportunity to be heard in a Skelly meeting.

20.3.2 HEARING:

20.3.2.1 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.

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

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

20.3.3 HEARING BEFORE THE BOARD OF TRUSTEES OR DESIGNEE: The hearing, only as listed below, shall be conducted before the Board of Trustees or before its designee.

20.3.3.1 HEARING BEFORE THE BOARD OF TRUSTEES: The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine adverse witnesses.

20.3.3.2 HEARING BEFORE DESIGNEE:

I. In case of a suspension of ten (10) days or less, involuntary reassignment, the hearing may be delegated to the Superintendent or his/her designee by the Board of Trustees.

II. The designee shall submit a written recommended decision to the Board of Trustees which shall include proposed findings of fact and determinations of issues. A copy of the recommended decision shall be sent to the employee.

III. Prior to making a final decision, the Board of Trustees shall afford the employee or his/her representative the opportunity to present arguments on the sufficiency of cause for disciplinary action.

IV. The Board of Trustees may accept, reject, or modify the recommended decision. It shall first review the record of the hearing. Any modified decision shall include findings of fact and determinations of issues by the Board of Trustees.

20.3.4 FORMAL HEARING ALTERNATIVES: This section applies to suspensions without pay in excess of ten (10) days, demotions, dismissals, or involuntary reassignment when in conjunction with a suspension or demotion. The employee may participate without CSEA in any hearing alternative or may have CSEA represent him/her in any hearing alternative chosen.

20.3.4.1 BOARD OF TRUSTEES:

I. The hearing may be conducted before the Board of Trustees if the employee so requests and if the Board concurs. If both parties do not agree, or if required by law, the hearing shall be conducted by an administrative law judge pursuant to Article 20.3.4.2.

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

III. The employee may represent himself/herself or designate a representative.

20.3.4.2 ADMINISTRATIVE LAW JUDGE:

I. The hearing may be held before an administrative law judge appointed by the Office of Administrative Hearings, if the employee so requests, or when required by law.

II. If this alternative is selected, Sections 20.3.4.1 B and C above shall apply.

III. The administrative law judge shall issue a recommended decision to the Board of Trustees pursuant to the Administrative Procedures Act, except that in cases involving allegations of egregious misconduct (20.2.26) the decision ofthe administrative law judge shall be binding.

20.4 AGREEMENTS: A disciplinary action may be settled at any time. The terms of the settlement shall be in writing. An employee and/or the District offered such a settlement shall have a reasonable opportunity to review the proposed settlement and seek counsel before approving the settlement in writing.

ARTICLE XXI

SAFETY CONDITIONS

21.1 The District shall provide safe working conditions in accordance with Federal and State requirements. All alleged violations of safe working conditions shall be reported to the employee's immediate manager or the District's Safety Officer.

21.2 Whenever any unit member is attacked, assaulted, or physically threatened by a student, the unit member and the Principal of the school concerned shall promptly report the incident to local law enforcement pursuant to Education Code section 44014. Whenever the Principal determines that the pupil has caused, attempted to cause, or threatened to cause physical injury to a staff member, that pupil shall be suspended from school or recommended for expulsion, if appropriate under Education Code sections 48900, 48900.5, 48915.5, and applicable federal law.

21.3 VIDEO DISPLAY TERMINAL USE: The following provisions apply to employees who regularly use a VDT for four (4) or more hours a day.

21.3.1 The District will provide an anti-glare screen upon written request from the employee.

21.3.2 ALTERNATIVE WORK PERIOD: Every employee using a VDT for four (4)

or more hours per day shall have the right to take a five (5) minute alternative work period away from theVDT at the end of every one (1) hour of continuous work on the VDT to perform other assigned work within the job description. Employees are encouraged to observe this five (5) minute alternative work period.

21.3.3 Employees who work on VDTs are encouraged to have regular eye examinations every two (2) years. If the cost of tinting lenses prescribed for an employee is not covered by the District's vision care plan, the District shall reimburse employees who use a VDT for four (4) or more hours per day for the cost of having corrective lenses tinted, in order to reduce glare and eye strain. The District is not obligated to reimburse an employee for the cost of tinting lenses more often than once during a two (2) year period. The employee shall provide the District with a receipt from the optometrist or optician verifying the cost of tinting lenses.

21.3.4 In order to prevent focusing problems while driving, no employee shall be required to operate a VDT for a period of fifteen (15) minutes prior to the end of their shift.

21.4 The District shall post rules for safety and the prevention of accidents.

21.5 If a complaint regarding safe working conditions that has been submitted has not been resolved by the District within a reasonable period of time, the employee may submit

such alleged violation to the appropriate administrative agency and shall not process a grievance.

21.6 CSEA shall appoint a member to each site safety committee. The CSEA member shall be granted release time with pay to accompany a Cal/OSHA representative conducting an on-site inspection.

21.7 The District agrees to work with CSEA to resolve safety concerns, especially the need to provide suitable working conditions during recess periods when heating systems are not operable.

ARTICLE XXII

GRIEVANCE PROCEDURE

22.1 DEFINITION:

22.1.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which directly and adversely affects 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 the rule or regulation or policy of the District, are not within the scope of this procedure.

22.1.2 A "grievant" is defined as either the Association when bringing a grievance on behalf of an individual or a group of employees ("group grievance"), or an employee covered by this Agreement who claims that he/she has been directly and adversely affected by an alleged violation, misinterpretation, and/or misapplication of the express terms of this Agreement.

22.1.3 A "day" used in this grievance procedure shall mean a day that the District Office is regularly open for business.

22.1.4 The "immediate supervisor" is defined as the lowest level manager or supervisor who has immediate jurisdiction over the grieving employee or a

majority of the affected employees in a group grievance and has been designated to adjust grievances.

22.2 PROCEDURES:

22.2.1 LEVEL I - INFORMAL: Within fifteen (15) days after the grievant knew or should have known, with the exercise of due diligence, of the event or circumstances leading to the alleged violation, the grievant shall first verbally submit the alleged grievance to the immediate supervisor for an adjustment of the informal grievance. The immediate manager shall render his/her decision within ten (10) days of the informal conference. No written record shall be kept of the grievance or the adjustment of the grievance, and the adjustment of the grievance shall not be considered to establish any precedent in the adjustment of similar grievances.

22.2.2 LEVEL II: In the event that the grievant cannot resolve the grievance at the informal step, the grievant may appeal the grievance within ten (10) days of the decision at the informal level by submitting a fully completed grievance form (Appendix G). The grievant shall state and acknowledge, in writing, the nature of the grievance, the provision(s) of the Agreement alleged to have been violated, and the remedy sought, and file it with the manager who directly supervises the person who made the decision at Level 1. The manager shall have ten (10) days in which to respond to the appeal. The grievant, upon request, shall be entitled to a conference with the manager.

The time and place of said conference shall be at the discretion of the manager. The grievant may elect to request the presence of a representative at said conference. The manager shall make an investigation and render a written decision, a copy of which shall be provided to the grievant. (See Appendix G for grievance form.)

22.2.3 LEVEL III: If the grievant cannot resolve the grievance at Level II, the grievant may appeal the grievance within ten (10) days of the receipt of the written decision. The grievant shall state, in writing, the reason(s) for the appeal and the remedy sought, and file it together with a copy of the original written grievance and a copy of the written decision with the Superintendent or his/her designee. The Superintendent or his/her designee shall, within ten (10) days of the receipt of the foregoing material, render a written decision concerning the grievance, a copy of which shall be given to the grievant. The grievant shall be entitled to a conference with the Superintendent or his/her designee. The time and place of said conference shall be at the discretion of the Superintendent or his/her designee and the grievant. A grievant may elect to request the presence of a representative.

22.2.4 LEVEL IV: If the grievant cannot resolve the grievance at Level III, an appeal may be filed with the Board of Trustees within five (5) days of receipt of the written decision of the Superintendent or his/her designee. All written documents concerning the grievance, in addition to other written evidence of a mitigating nature submitted by the grievant, shall be provided to the Board of

Trustees by the Superintendent or his/her designee. The Board shall review the grievance in closed session no later than the second regular Board meeting following the receipt of the grievant's appeal. The Board shall render a decision in closed session and instruct the Superintendent to provide the grievant with a written copy of said decision. The decision of the Board shall be final, except that nothing shall bar the right of the grievant to pursue the grievance through legal avenues available.

22.2.5 ALTERNATIVE LEVEL IV: (In lieu of an appeal to the Board of Trustees)

22.2.5.1 If the grievant is not satisfied with the decision rendered pursuant to Level III, the grievant may, within ten (10) days of receipt of the decision, submit a request, in writing, to CSEA's Field Director for advisory arbitration of the dispute. CSEA, in all instances, shall retain full and complete authority to determine whether or not the grievance shall be submitted to arbitration and shall make such determination within fifteen (15) days of the request.

22.2.5.2 Within ten (10) days of approval from CSEA for advisory arbitration, CSEA may make the written request for arbitration to the District by filing such request with the Superintendent. If CSEAhas determined that it will not represent the grieving employee, the grievance process is terminated.

22.2.5.3 An impartial arbitrator shall be selected jointly by CSEA and the District within ten (10) days of the District's receipt of the written request for arbitration from CSEA. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) remains.

22.2.5.4 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and CSEA. Any additional expenses shall be borne by the party incurring such expense.

22.2.5.5 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.

22.2.5.6 The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.

22.2.5.7 After hearing the evidence, the arbitrator shall submit his/her findings and recommended decision to the Board of Trustees with copies to the grievant and CSEA.

22.2.5.8 The Board of Trustees, in closed session, shall review the written record in addition to written evidence of a mitigating nature submitted by the grievant and render a final decision no later than

the second (2nd) regular meeting of the Board after receiving the record.

22.3 MISCELLANEOUS:

22.3.1 RESPONSE: If the District fails to respond to a grievance within the time limits specified for that level or the mutually agreed-upon timeline extensions, the grievant shall have the right to appeal to the next level.

22.3.2 RECORDS: All records of the proceedings, with the exception of the informal grievance and any adjustment in response to same, shall be retained by the District Office in a separate grievance file.

22.3.3 REPRISALS: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

22.3.4 TIMELINES: Timelines may be extended upon mutual agreement.

22.3.5 REPRESENTATION: Each party shall have the right to be represented at all levels of the grievance procedures.

22.3.6 PAY: The employee(s) who are grievants, representative, and witnesses, who are employees required to absent themselves to process a grievance, shall not suffer any loss of pay.

22.3.7 TIME LIMITATIONS: Failure to appeal a decision within the specified time limits or agreed-to timeline extensions shall be deemed an acceptance of the decision.

22.3.8 INITIATE GRIEVANCE AT LEVEL ABOVE IMMEDIATE SUPERVISOR: If a grievance arises from action or inaction on the part of an administrator, manager, or an employee's immediate supervisor, the grievant may submit such grievance at the informal level to the manager who allegedly violated, misinterpreted, or misapplied the express terms of this agreement. If the grievant wants to appeal the Level I decision issued, the grievant may submit a Level II appeal, in writing, to the manager who directly supervises the manager who responded to Level I. An appeal to the Level II decision shall be filed, in writing, with the Superintendent and the processing of such grievance shall proceed at Level III.

22.3.9 GROUP GRIEVANCES: When two (2) or more employees who are grievants are party to the same grievance that concerns the same alleged violation and/or presents common questions of fact and law, a group grievance may be submitted. No more than two (2) grievants shall be granted release time to process the grievance. The names of all grievants shall appear on all grievance forms with the exception of a grievance brought by CSEA as a group grievance.

22.3.10 ADMINISTRATIVE DIRECTION: The grievant shall comply with administrative directions until the grievance procedure has been exhausted.

22.3.11 GRIEVANCE WITHOUT INTERVENTION: A grievant may, at any time, present a grievance to the District and have such grievance adjusted without the intervention of CSEA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the written Agreement then in effect, provided that the District shall not agree to a resolution until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. If CSEA finds the proposed resolution to be inconsistent with the terms of this Agreement, CSEA may become a party to the grievance for the purposes of achieving resolution.

ARTICLE XXIII

CONTRACTING OUT

23.1 Contracting-out work shall be in accordance with the provisions of the Education Code, applicable law, and the provisions of this Agreement.

23.2 The District shall not transfer work that is currently and customarily performed by CSEA unit members to any outside agency (i.e., firm, service provider, personal services contractor) without first notifying CSEA and negotiating, upon request, the effects of the proposed transfer of work prior to implementation.

23.3 USE OF VOLUNTEERS: CSEA and the District recognize the importance of having the community involved in the public schools. They also recognize the desire by individuals and/or community groups to donate work. While the District may wish to accept donated work, it is not the intent of this section to suggest that volunteers be used to supplant, reduce, or transfer bargaining unit work.

23.3.1 Board Policies and Administrative Regulations will be followed with regard to projects involving donated work designed to improve the school site or buildings.

23.3.2 The District may accept the donation of work provided that it does not result in the layoff or reduction of bargaining unit employees or positions.

23.3.3 Donated work will not be accepted by the District for the purpose of decreasing employees' workload or in lieu of filling vacant or creating bargaining unit positions.

23.3.4 Individuals or community groups shall not perform work routinely and customarily performed by bargaining unit members, other than that which is established past practice.

23.3.5 CSEA and the District shall meet and discuss the impact of volunteer projects on CSEA classified employees at least one time per year.

23.3.6 "District", in this context, includes administrators or managers at each site. "CSEA" means the Chapter President or Designee.

ARTICLE XXIV

CONCERTED ACTIVITIES

24.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by CSEA or by any of CSEA's officers, agents, or members, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

24.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all employees to do so.

24.3 In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, CSEA agrees, in good faith, to make reasonable efforts to cause those employees to cease such action.

ARTICLE XXV

COMPLETION OF AGREEMENT

25.1 During the term of this Agreement, CSEA and the District expressly waive and relinquish the right and obligation to meet and negotiate on any matter except by mutual written agreement.

ARTICLE XXVI

SEVERABILITY

26.1 SAVINGS CLAUSE: If any provision of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII

TERM OF AGREEMENT AND REOPENERS

27.1 The parties agree to a three (3) year contract covering July 1, 2022 through June 30, 2025. Each party shall have the right to re-open Article VIII – Pay and Allowances, Article IX – Health and Welfare Benefits, plus two (2) articles for 2023-2024 and 2024-2025. Additional articles may be opened in any fiscal year upon mutual agreement by both parties.

27.2 For the 2022-2023, 2023-2024, and 2024-2025 fiscal years, any future additional across-the-board salary increases or one-time unit bonus increases or monies allocated to healthcare cap increases granted to SVFT and/or Confidential and/or Management groups shall also be applied to the classified bargaining unit. If any such increase is applied to the classified bargaining unit during the 2022-2023, 2023-2024, and 2024-2025 fiscal years, then CSEA and the District shall meet to negotiate what percentage of the increase will be allocated to salary and what percentage will be allocated to the healthcare cap. An increase in compensation that is granted to SVFT, Confidential, or Management employees in return for a concession that reduces District costs, or in return for more hours/day of employment, or a higher level of service, shall not be subject to this Article but shall be negotiated on a per case basis upon request by CSEA.

	Salinas Union High School District
	Classified Employee Salary Schedule for 2025-2026
Range	**Classification/Job Title**
11	Cadet Bus Driver, Food Service Assistant I, Food Service/Infant Center, Infant Care Center Aide
12	Child Care Giver I
13	Food Service Assistant II, Supervision/Intervention Center Aide
15	Visual and Performing Arts (VAPA) Instructional Assistant
16	Bus Attendant, Health Technician, Special Education Clerk, Special Education Para Educator I, Vocational Lab Assistant
17	Custodian I, English Learner (EL) Para Educator, English Learner Support Technician
18	Attendance Clerk II, Department Clerk I, Grounds Maintenance I, Instructional Resource Clerk II, Office Assistant I, Registrar Clerk
19	Grounds Maintenance II, Library Technician I, Special Education Para Educator II, Warehouse/Delivery Driver
20	Attendance Clerk III, Counseling Assistant I, Department Clerk II, Instructional Resource Clerk III, Office Assistant II, Positive Behavioral Intervention and Support (PBIS) Clerk, Vocational Lab Specialist – Auto Shop
21	Assessment Center Technician, Community Liaison, Heavy Equipment Operator, Library Technician II, Migrant Family Services Advocate, Registrar II
22	Account Clerk I, Administrative Assistant I, Child Care Giver II, Counseling Assistant II, English Learner and Community Engagement Liaison, Special Education Para Educator III
23	Attendance Technician, Bus Driver, Career Center Technician, Lead Custodian, Research and Assessment Technician, Security-Safety Officer, Specialized Transportation: Van Driver
24	Account Clerk II, Administrative Assistant II, Computer Operator Support Technician, Department Administrative Assistant, Fleet Apprentice Technician, Registrar III, Swimming Pool Maintenance Technician
25	Attendance Specialist, Homeless and Foster Youth Liaison, Senior Administrative Assistant IV
26	Account Technician I, Instrumental Specialist/Accompanist, Parent and Community Engagement Liaison, Security-Safety Lead Officer
27	Associated Student Body (ASB) Finance Clerk, Bus Driver/Instructor, Head Custodian
28	Migrant Youth Advocate, Student Activities Coordinator
29	Account Technician II, Facilities Planning Technician, General Maintenance II, Painter, Student Information Technician
30	Interpreter/Translator, Interpreter/Translator – English/Spanish/Mixteco
31	Fleet Master Technician, Student Information System Specialist
32	Lead Interpreter/Translator Specialist, Licensed Vocational Nurse (LVN)
33	Electrician, Glazier/Locksmith, HVAC Technician, Job Placement Specialist, Lead Carpenter, Lead Painter, Plumber, Vocational Evaluator
34	General Maintenance III, Information Technology Support Technician
37	Applications Support Technician
39	Certified Occupational Therapy Assistant (COTA)
43	Student Information Analyst
44	Information Technology Computer Systems Technician
46	Data Analyst
47	Information Technology Systems Technician
	Page 1 CSEA Job Titles – 7.8.2025

	Salinas Union High School District
	Classified Employee Salary Schedule for 2023-2024
Range	**Classification/Job Title**
11	Cadet Bus Driver, Food Service Assistant I, Food Service/Infant Center, Infant Care Aide
12	AVID Tutor, Campus Supervisor, Child Care Giver I, Typist Clerk I
13	Food Service Assistant II, Supervision/Intervention Center Aide
16	Bus Attendant, Clerk II, Health Technician, Para-Educator I, SPED Clerk, Typist Clerk II
17	Custodian I, EL Student Support Technician
18	Grounds Maintenance I, Grounds Maintenance/Custodian,
19	Campus Security Officer, Custodian II, Grounds Maintenance II, Library Technician I, Para-Educator II, Warehouse/Delivery Driver
20	Clerk III, Registrar II, Typist Clerk III, Vocational Aide Auto
21	Assessment Center Technician, Community Liaison, Heavy Equipment Operator, Library Technician II, MigrantFamily Services Advocate, Secretary I
22	Account Clerk I, Child Care Giver II, Para-Educator III
23	Attendance Specialist, Bus Driver (Regular and Special Ed.), Career Center Technician, Lead Custodian, Registrar III, Secretary II, Testing Technician, Security-Safety Officer
24	Account Clerk II, Administrative Secretary, Computer Operator Support Technician, Fleet Apprentice Technician, General Maintenance I, Swimming PoolMaintenance
25	Attendance Technician
26	Account Technician I, Student Activity Account Clerk, Security-Safety Lead Officer
27	Bus Driver/Instructor, Head Custodian (Middle Schools)
28	Account Technician II, Facilities Planning Technician, Migrant Youth Advocate
29	General Maintenance Assistant II, Painter, Student Information Technician
30	Interpreter/Translator
31	Carpenter, Fleet Master Technician, Glazier/Locksmith
32	Electrician, HVAC Mechanic, Lead Painter, Plumber
33	Job Placement Specialist, Lead Carpenter, Vocational Evaluator
34	General Maintenance Assistant III, IT Support Technician
37	Applications Support Technician
39	Certified Occupational Therapy Assistant
43	Student Information System Specialist
44	IT Computer Systems Technician
46	Database Specialist/SIS
47	IT Systems Technician
	Page 1 CSEA Job Titles – 6.18.2024

	Salinas Union High School District
	Classified Employee Salary Schedule for 2022-2023
Range	**Classification/Job Title**
11	Cadet Bus Driver, Food Service Assistant I, Food Service/Infant Center, Infant Care Aide
12	Campus Supervisor, Child Care Giver I, Typist Clerk I
13	Food Service Assistant II, Supervision/Intervention Center Aide
15	Para-Educator I
16	Bus Attendant, Clerk II, COVID Monitor, EL Student Support, Health Technician, Typist Clerk II
17	Custodian I
18	Grounds Maintenance I, Grounds Maintenance/Custodian, Para-Educator II
19	Campus Security Officer, Custodian II, Grounds Maintenance II, Library Technician I, Warehouse/Delivery Driver
20	Clerk III, Registrar II, Typist Clerk III, Vocational Aide Auto
21	Assessment Center Technician, Behavior Specialist, Community Liaison, Heavy Equipment Operator, Library Technician II, Migrant Family Services Advocate, Secretary I
22	Account Clerk I, Child Care Giver II
23	Attendance Specialist, Bus Driver (Regular and Special Ed.), Career Center Technician, Lead Custodian, Registrar III, Secretary II, Testing Technician, Security-Safety Officer
24	Account Clerk II, Administrative Secretary, Computer Operator Support Technician, Fleet Apprentice Technician, Swimming Pool Maintenance
25	Attendance Technician
26	Account Technician I, Student Activity Account Clerk, Security-Safety Lead Officer
27	Bus Driver/Instructor, Head Custodian (Middle Schools)
28	Account Technician II, Facilities Planning Technician, Migrant Youth Advocate
29	General Maintenance Assistant II, Painter, Student Information Technician
30	Interpreter/Translator
31	Carpenter, Fleet Master Technician, Glazier/Locksmith
32	Electrician; Heating, Vent, A/C Mechanic; Lead Painter; Plumber
33	Job Placement Specialist, Lead Carpenter, Vocational Evaluator
34	General Maintenance Assistant III, IT Support Technician
37	Applications Support Technician
39	Certified Occupational Therapy Assistant
43	Student Information System Specialist
44	IT Computer Systems Technician
46	Database Specialist/SIS
47	IT Systems Technician
	Page 1 CSEA Job Titles – 6.28.2023

SALINAS UNION HIGH SCHOOL DISTRICT
CLASSIFIED EMPLOYEE SALARY SCHEDULE FOR 2023-2024

RGE	STEP A		STEP B		STEP C		STEP D		STEP E		STEP F	
NO.	MTH	HOUR	MTH	HOUR	MTH	HOUR	MTH	HOUR	MTH	HOUR	MTH	HOUR
11	3,195	18.43	3,354	19.35	3,520	20.31	3,698	21.34	3,884	22.41	4,076	23.52
12	3,273	18.88	3,439	19.84	3,609	20.82	3,790	21.87	3,981	22.97	4,181	24.12
13	3,357	19.37	3,523	20.33	3,700	21.35	3,888	22.43	4,077	23.52	4,287	24.73
14	3,440	19.85	3,611	20.83	3,792	21.88	3,982	22.97	4,182	24.13	4,388	25.32
15	3,527	20.35	3,703	21.36	3,889	22.44	4,081	23.54	4,289	24.74	4,498	25.95
16	3,612	20.84	3,794	21.89	3,984	22.99	4,185	24.14	4,392	25.34	4,611	26.60
17	3,704	21.37	3,891	22.45	4,082	23.55	4,290	24.75	4,503	25.98	4,727	27.27
18	3,798	21.91	3,985	22.99	4,187	24.16	4,393	25.34	4,615	26.63	4,847	27.96
19	3,894	22.47	4,086	23.57	4,292	24.76	4,505	25.99	4,731	27.29	4,965	28.64
20	3,989	23.01	4,189	24.17	4,400	25.39	4,620	26.65	4,849	27.98	5,092	29.38
21	4,087	23.58	4,294	24.77	4,509	26.01	4,734	27.31	4,971	28.68	5,220	30.12
22	4,190	24.17	4,403	25.40	4,621	26.66	4,852	27.99	5,097	29.41	5,351	30.87
23	4,296	24.79	4,511	26.03	4,736	27.32	4,973	28.69	5,224	30.14	5,484	31.64
24	4,404	25.41	4,623	26.67	4,854	28.00	5,098	29.41	5,353	30.88	5,624	32.45
25	4,512	26.03	4,737	27.33	4,978	28.72	5,226	30.15	5,487	31.66	5,760	33.23
26	4,626	26.69	4,855	28.01	5,101	29.43	5,355	30.89	5,626	32.46	5,904	34.06
27	4,739	27.34	4,979	28.73	5,228	30.16	5,490	31.67	5,763	33.25	6,051	34.91
28	4,862	28.05	5,106	29.46	5,360	30.92	5,629	32.48	5,907	34.08	6,206	35.80
29	4,982	28.74	5,232	30.19	5,492	31.69	5,771	33.29	6,057	34.94	6,359	36.69
30	5,109	29.48	5,363	30.94	5,632	32.49	5,913	34.11	6,209	35.82	6,517	37.60
31	5,234	30.20	5,494	31.70	5,774	33.31	6,062	34.97	6,364	36.72	6,681	38.54
32	5,365	30.95	5,634	32.50	5,916	34.13	6,212	35.84	6,523	37.63	6,849	39.51
33	5,498	31.72	5,776	33.32	6,064	34.99	6,368	36.74	6,684	38.56	7,020	40.50
34	5,638	32.53	5,920	34.15	6,216	35.86	6,525	37.64	6,853	39.54	7,196	41.52
35	5,779	33.34	6,068	35.01	6,370	36.75	6,688	38.59	7,024	40.52	7,376	42.55
36	5,922	34.17	6,221	35.89	6,532	37.69	6,859	39.57	7,199	41.53	7,558	43.60
37	6,070	35.02	6,375	36.78	6,691	38.60	7,027	40.54	7,378	42.57	7,748	44.70
38	6,223	35.90	6,534	37.70	6,861	39.58	7,203	41.56	7,563	43.63	7,941	45.81
39	6,378	36.80	6,696	38.63	7,033	40.58	7,383	42.60	7,754	44.74	8,139	46.96
40	6,536	37.71	6,866	39.61	7,209	41.59	7,569	43.67	7,945	45.84	8,341	48.12
41	6,700	38.65	7,036	40.59	7,388	42.62	7,757	44.75	8,144	46.99	8,554	49.35
42	6,868	39.62	7,211	41.60	7,573	43.69	7,952	45.88	8,346	48.15	8,765	50.57
43	7,041	40.62	7,392	42.65	7,762	44.78	8,148	47.01	8,559	49.38	8,985	51.84
44	7,218	41.64	7,576	43.71	7,958	45.91	8,353	48.19	8,769	50.59	9,210	53.14
45	7,397	42.68	7,766	44.80	8,154	47.04	8,563	49.40	8,989	51.86	9,438	54.45
46	7,580	43.73	7,962	45.94	8,361	48.24	8,775	50.63	9,213	53.15	9,674	55.81
47	7,769	44.82	8,159	47.07	8,566	49.42	8,996	51.90	9,445	54.49	9,917	57.21
48	7,966	45.96	8,365	48.26	8,784	50.68	9,221	53.20	9,681	55.85	10,166	58.65
49	8,166	47.11	8,570	49.44	9,002	51.94	9,452	54.53	9,923	57.25	10,421	60.12
50	8,369	48.28	8,789	50.71	9,227	53.23	9,685	55.88	10,170	58.67	10,680	61.62

Longevity: 3% attainable at completion of 10 years of service, amounts to 3% of Step F of the Salary Schedule.
Longevity: 3% attainable at completion of 15 years of service, amounts to 6% of Step F of the Salary Schedule.
Longevity: 4% attainable at completion of 20 years of service, amounts to 10% of Step F of the Salary Schedule.
Longevity: 4% attainable at completion of 25 years of service, amounts to 14% of Step F of the Salary Schedule.
Longevity: 4% attainable at completion of 30 years of service, amounts to 18% of Step F of the Salary Schedule.

This salary schedule is based on an 8-hour 12-month work year. EFFECTIVE 9/01/14, EMPLOYEES PAY OWN PERS

Board Approved: 5/14/2024
6.45% Increase retroactive to July 1, 2023 on regular salary and extra hours
One-time off-schedule $2,500 payment to promote employee retention

Revised 6/20/2024
Effective 7/1/2023
Board Approval 6/25/2024

SALINAS UNION HIGH SCHOOL DISTRICT
CLASSIFIED EMPLOYEE SALARY SCHEDULE FOR 2022-2023

RGE	STEP A		STEP B		STEP C		STEP D		STEP E		STEP F	
NO.	MTH	HOUR	MTH	HOUR	MTH	HOUR	MTH	HOUR	MTH	HOUR	MTH	HOUR
11	2,968	17.12	3,117	17.98	3,271	18.87	3,435	19.82	3,609	20.82	3,787	21.85
12	3,041	17.54	3,196	18.44	3,353	19.34	3,521	20.31	3,699	21.34	3,885	22.41
13	3,119	17.99	3,273	18.88	3,438	19.83	3,612	20.84	3,788	21.85	3,983	22.98
14	3,197	18.44	3,354	19.35	3,523	20.33	3,700	21.35	3,886	22.42	4,077	23.52
15	3,277	18.91	3,441	19.85	3,613	20.84	3,792	21.88	3,985	22.99	4,179	24.11
16	3,356	19.36	3,525	20.34	3,702	21.36	3,888	22.43	4,080	23.54	4,285	24.72
17	3,442	19.86	3,615	20.86	3,793	21.88	3,986	23.00	4,184	24.14	4,392	25.34
18	3,529	20.36	3,703	21.36	3,889	22.44	4,081	23.54	4,288	24.74	4,503	25.98
19	3,617	20.87	3,796	21.90	3,988	23.01	4,186	24.15	4,396	25.36	4,613	26.61
20	3,706	21.38	3,892	22.45	4,088	23.59	4,292	24.76	4,505	25.99	4,731	27.29
21	3,797	21.91	3,989	23.01	4,189	24.17	4,398	25.37	4,619	26.65	4,851	27.99
22	3,893	22.46	4,090	23.60	4,293	24.77	4,508	26.01	4,735	27.32	4,972	28.69
23	3,992	23.03	4,191	24.18	4,400	25.39	4,621	26.66	4,853	28.00	5,096	29.40
24	4,091	23.60	4,296	24.79	4,510	26.02	4,736	27.32	4,974	28.70	5,225	30.14
25	4,192	24.19	4,401	25.39	4,624	26.68	4,855	28.01	5,098	29.41	5,351	30.87
26	4,298	24.80	4,511	26.03	4,740	27.35	4,976	28.71	5,227	30.16	5,486	31.65
27	4,403	25.40	4,625	26.68	4,857	28.02	5,100	29.42	5,355	30.89	5,622	32.44
28	4,517	26.06	4,744	27.37	4,979	28.73	5,230	30.17	5,488	31.66	5,766	33.27
29	4,629	26.71	4,861	28.04	5,103	29.44	5,361	30.93	5,628	32.47	5,909	34.09
30	4,746	27.38	4,983	28.75	5,233	30.19	5,495	31.70	5,769	33.28	6,055	34.93
31	4,863	28.06	5,105	29.45	5,365	30.95	5,632	32.49	5,913	34.11	6,207	35.81
32	4,985	28.76	5,235	30.20	5,497	31.71	5,772	33.30	6,061	34.97	6,364	36.72
33	5,108	29.47	5,367	30.96	5,634	32.50	5,916	34.13	6,210	35.83	6,522	37.63
34	5,238	30.22	5,500	31.73	5,775	33.32	6,063	34.98	6,367	36.73	6,686	38.57
35	5,369	30.98	5,638	32.53	5,919	34.15	6,214	35.85	6,526	37.65	6,853	39.54
36	5,502	31.74	5,780	33.35	6,068	35.01	6,373	36.77	6,689	38.59	7,022	40.51
37	5,640	32.54	5,923	34.17	6,217	35.87	6,529	37.67	6,855	39.55	7,199	41.53
38	5,782	33.36	6,071	35.03	6,375	36.78	6,693	38.61	7,027	40.54	7,378	42.57
39	5,926	34.19	6,222	35.90	6,535	37.70	6,860	39.58	7,204	41.56	7,562	43.63
40	6,073	35.04	6,379	36.80	6,698	38.64	7,032	40.57	7,383	42.60	7,750	44.71
41	6,225	35.91	6,538	37.72	6,864	39.60	7,207	41.58	7,567	43.66	7,948	45.85
42	6,381	36.81	6,700	38.65	7,036	40.59	7,388	42.62	7,754	44.74	8,144	46.99
43	6,541	37.74	6,868	39.62	7,212	41.61	7,570	43.67	7,952	45.88	8,348	48.16
44	6,707	38.69	7,039	40.61	7,394	42.66	7,761	44.78	8,147	47.00	8,557	49.37
45	6,873	39.65	7,215	41.63	7,576	43.71	7,955	45.90	8,352	48.19	8,769	50.59
46	7,043	40.63	7,398	42.68	7,768	44.82	8,153	47.04	8,560	49.39	8,989	51.86
47	7,218	41.64	7,581	43.74	7,959	45.92	8,358	48.22	8,776	50.63	9,214	53.16
48	7,401	42.70	7,772	44.84	8,162	47.09	8,567	49.43	8,994	51.89	9,445	54.49
49	7,587	43.77	7,963	45.94	8,364	48.25	8,781	50.66	9,220	53.19	9,683	55.86
50	7,776	44.86	8,165	47.11	8,573	49.46	8,999	51.92	9,449	54.51	9,923	57.25

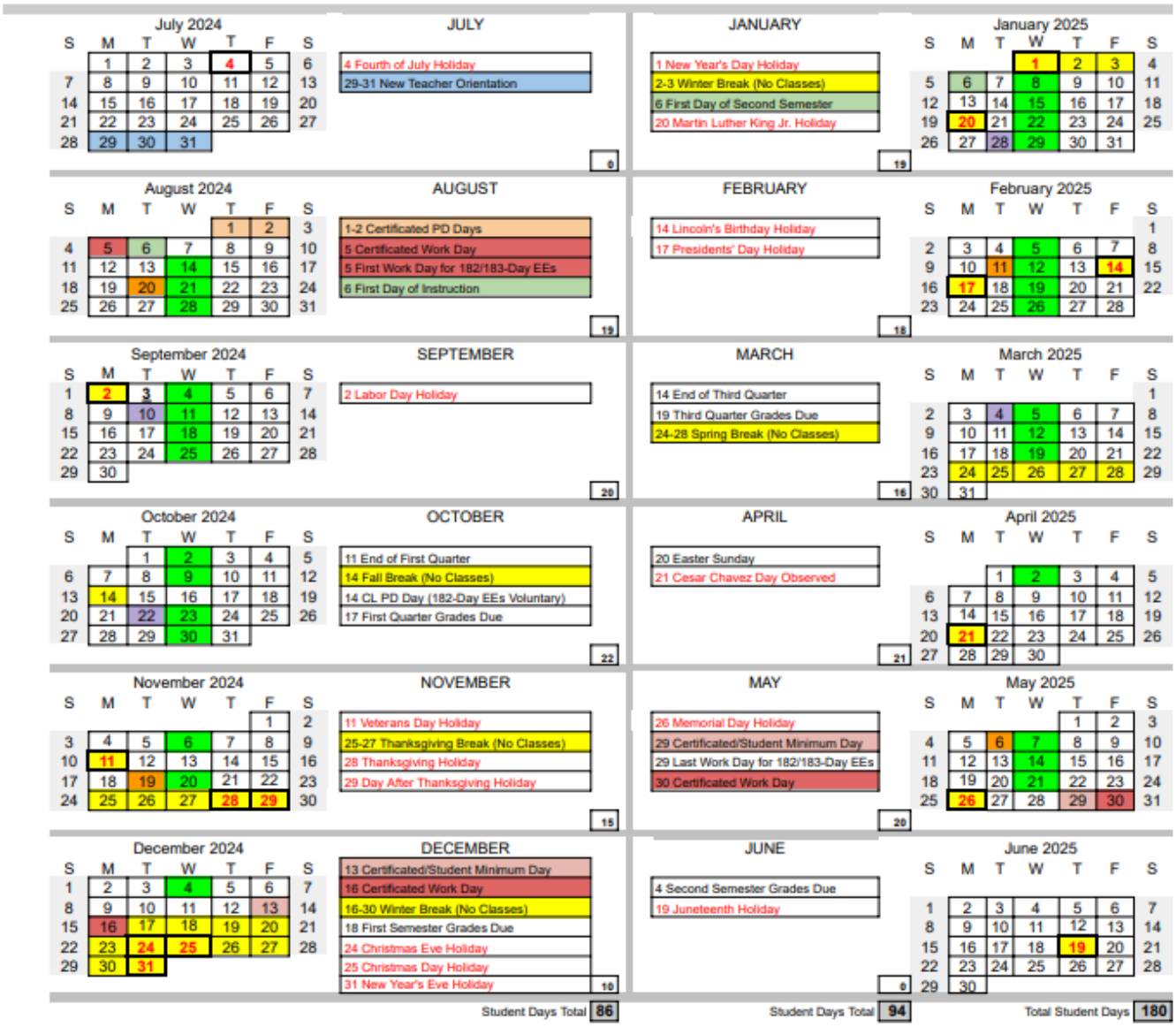
Longevity: 3% attainable at completion of 10 years of service, amounts to 3% of Step F of the Salary Schedule.
Longevity: 3% attainable at completion of 15 years of service, amounts to 6% of Step F of the Salary Schedule.
Longevity: 4% attainable at completion of 20 years of service, amounts to 10% of Step F of the Salary Schedule.
Longevity: 4% attainable at completion of 25 years of service, amounts to 14% of Step F of the Salary Schedule.

EFFECTIVE 9/01/14, EMPLOYEES PAY OWN PERS.

Board Approved: 4/25/2023
Effective 7/1/2022 increase longevity from 3% to 4% at completion of 20 and 25 years of service
Board Approved: 1/10/2023
11% Increase retroactive to July 1, 2022 on regular salary and extra hours

Revised 6/22/2023
Effective 7/1/2022
Board Approval 6/27/2023

2024-2025 SUHSD Academic Calendar



Progress Reports Due

1st Progress Reports Due:	Thursday, September 05, 2024
2nd Progress Reports Due:	Wednesday, November 13, 2024
3rd Progress Reports Due:	Wednesday, February 12, 2025
4th Progress Reports Due:	Wednesday, April 23, 2025

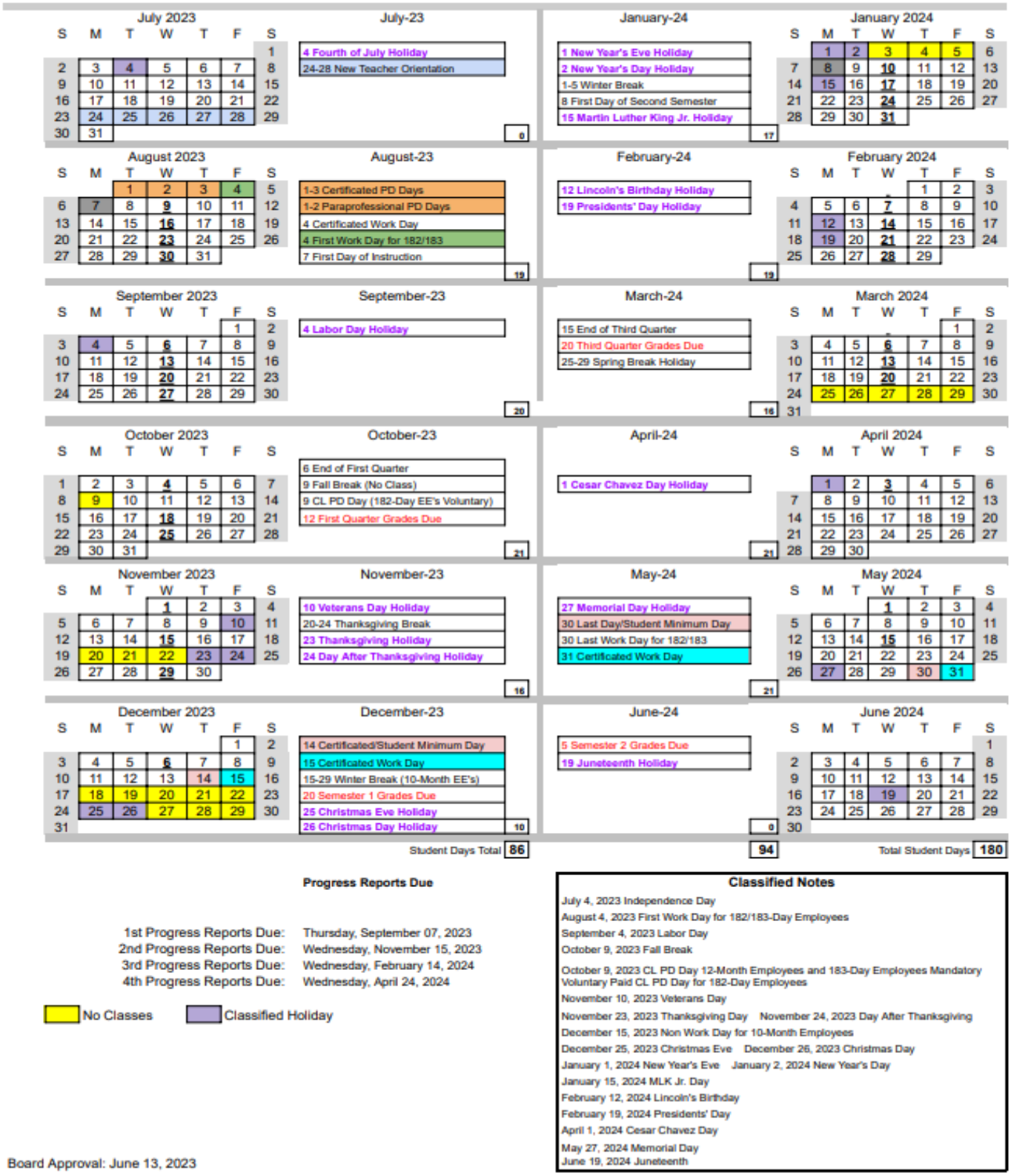
- Classified Holiday
- No Classes
- Collaboration Days
- MS & HS Minimum Days
- MS Minimum Days

Board Approval: May 28, 2024

Classified Notes

July 4, 2024 Independence Day
August 5, 2024 First Work Day for 182/183-Day Employees
September 2, 2024 Labor Day
October 14, 2024 Indigenous Peoples' Day / Fall Break
October 14, 2024 CL PD Day 12-Month Employees and 183-Day Employees Mandatory Voluntary Paid CL PD Day for 182-Day Employees
November 11, 2024 Veterans Day
November 28, 2024 Thanksgiving Day November 29, 2024 Day After Thanksgiving
December 16, 2024 Non Work Day for 10-Month Employees
December 24, 2024 Christmas Eve December 25, 2024 Christmas Day
December 31, 2024 New Year's Eve January 1, 2025 New Year's Day
January 20, 2025 MLK Jr. Day
February 14, 2025 Lincoln's Birthday
February 17, 2025 Presidents' Day
April 21, 2025 Cesar Chavez Day
May 26, 2025 Memorial Day
June 19, 2025 Juneteenth
One (1) Floating Holiday - 10 and 11-Month Employees
Two (2) Floating Holidays - 12-Month Employees

SUHSD Calendar 2023-2024



Progress Reports Due

1st Progress Reports Due:	Thursday, September 07, 2023
2nd Progress Reports Due:	Wednesday, November 15, 2023
3rd Progress Reports Due:	Wednesday, February 14, 2024
4th Progress Reports Due:	Wednesday, April 24, 2024

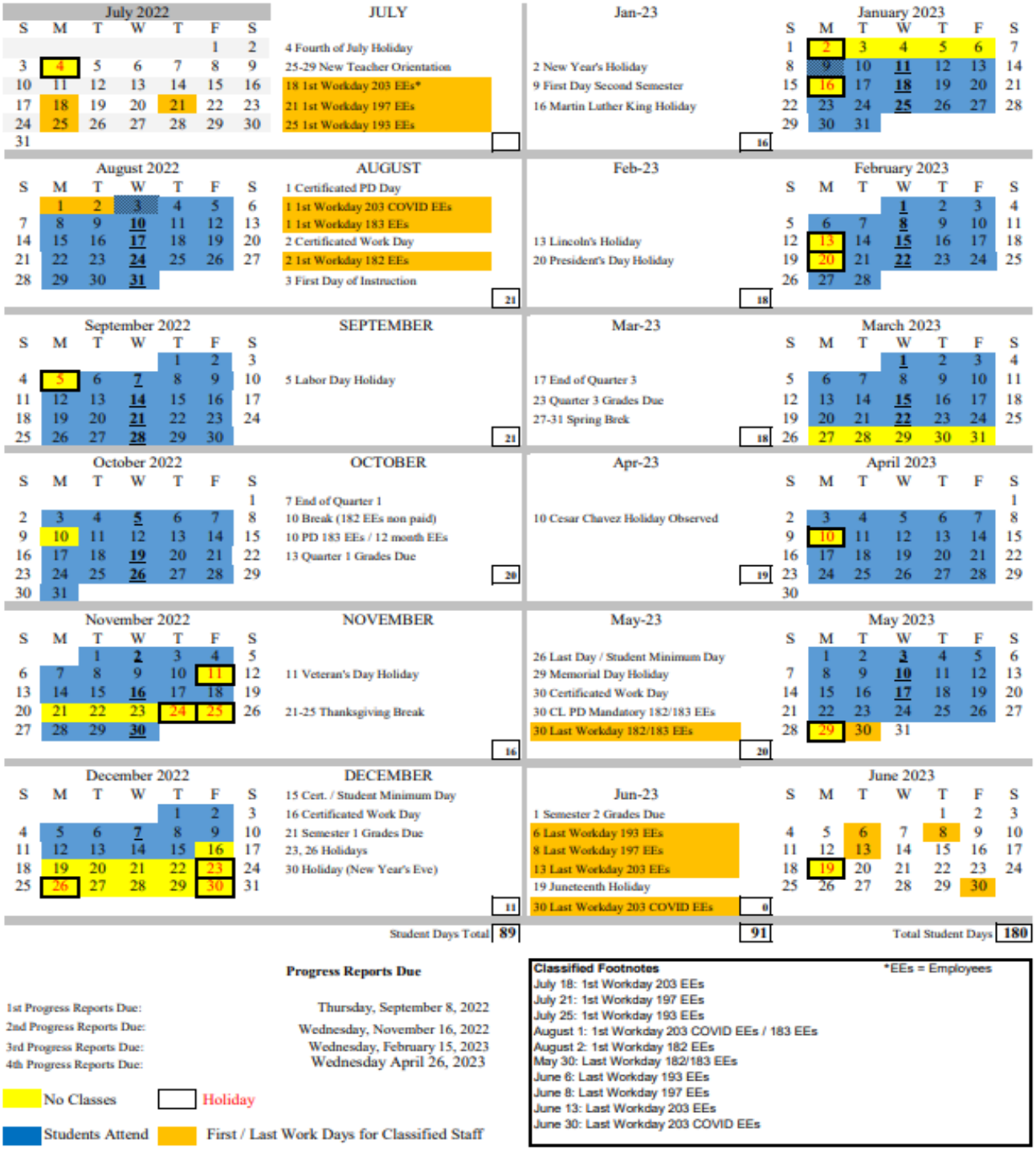
No Classes Classified Holiday

Classified Notes

July 4, 2023 Independence Day
August 4, 2023 First Work Day for 182/183-Day Employees
September 4, 2023 Labor Day
October 9, 2023 Fall Break
October 9, 2023 CL PD Day 12-Month Employees and 183-Day Employees Mandatory Voluntary Paid CL PD Day for 182-Day Employees
November 10, 2023 Veterans Day
November 23, 2023 Thanksgiving Day November 24, 2023 Day After Thanksgiving
December 15, 2023 Non Work Day for 10-Month Employees
December 25, 2023 Christmas Eve December 26, 2023 Christmas Day
January 1, 2024 New Year's Eve January 2, 2024 New Year's Day
January 15, 2024 MLK Jr. Day
February 12, 2024 Lincoln's Birthday
February 19, 2024 Presidents' Day
April 1, 2024 Cesar Chavez Day
May 27, 2024 Memorial Day
June 19, 2024 Juneteenth

Board Approval: June 13, 2023

SUHSD Academic Calendar 2022-2023



DISTRIBUTION:
White – Personnel
Yellow – School/Dept.
Pink – Employee

HSD 217 PAGE 2

SALINAS UNION HIGH SCHOOL DISTRICT
PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES

Name of Employee _____ Date of Appraisal _____
School/Department _____ Date of Appraisal Due _____
Job Title _____ □ Probationary □ Permanent Anniversary Date _____

Rate each of the appraisal factors below in the appropriate category to the left of each factor. If the factor is not applicable to the employee, please leave the space blank. Comments Pertaining to the appraisal factors may be made in the spaces provided to the right. Appropriate comments are encouraged from the appraiser.

UNSATISFACTORY	FULFILLS JOB REQUIREMENTS	EXCEEDS JOB REQUIREMENTS	APPRAISAL FACTORS	Commendation (optional)	Improvement Plan (required for any unsatisfactory area)
			JOB KNOWLEDGE-SKILLS		
			1. Education and Training (probationary only)	1.	1.
			2. Practical Experience	2.	2.
			3. Oral Communication	3.	3.
			4. Written Communication	4.	4.
			5. Acquiring Necessary Skills	5.	5.
			QUALITY OF WORK		
			6. Accuracy	6.	6.
			7. Thoroughness	7.	7.
			8. Neatness of Work Product	8.	8.
			QUANTITY OF WORK		
			9. Amount of work Completed	9.	9.
			10. Work Completed on Schedule	10.	10.
			WORKING RELATIONSHIPS		
			11. With Students	11.	11.
			12. With Co-Workers	12.	12.
			13. With the Public	13.	13.
			14. With Supervisors	14.	14.
			WORK HABITS		
			15. Quality of Judgment	15.	15.
			16. Working Hours – Attendance	16.	16.
			17. Observe Rules – Regulations	17.	17.
			18. Appearance appropriate for job setting	18.	18.
			19. Safety	19.	19.
			20. Care of Equipment – Materials	20.	20.
			WORK ATTITUDES		
			21. Self – Discipline	21.	21.
			22. Motivation	22.	22.
			23. Initiative	23.	23.
			24. Performance Under Pressure	24.	24.

DISTRIBUTION:
White – Personnel
Yellow – School/Dept.
Pink – Employee

SALINAS UNION HIGH SCHOOL DISTRICT
PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES

UNSATISFACTORY	FULFILLS JOB REQUIREMENTS	EXCEEDS JOB REQUIREMENTS	APPRAISAL FACTORS	Commendation *(Optional)*	Improvement Plan *(Required for any unsatisfactory area)*
			LEADERSHIP SKILLS (For Supervisory & Lead Personnel		
			25. Coordinating Work of Others	25.	25.
			26. Development of Subordinates	26.	26.
			27. Approachability	27.	27.
			28. Decision Making	28.	28.

SUMMATIVE EVALUATIONS – OVERALL RATING

Consider all the above appraisal factors and the comments you may have regarding this employees work performance. Please Comment about the employees overall performance.

_____

_____

Overall, the performance of this employee is:

- ☐ UNSATISFACTORY
- ☐ FULFILLS JOB REQUIREMENTS
- ☐ EXCEEDS JOB REQUIREMENTS

EMPLOYEE DEVELOPMENT

Keeping in mind the current job description, list ways the employee could enhance job performance and recommend methods of achieving such development.

Skills Needed	Time Line	Method

EMPLOYEE COMMENTS – OPTIONAL

List any specific comments or suggestions you may have pertaining to this appraisal and/or improvement or development plans.

_____

_____

Signature of Appraiser _____ Title _____ Date _____

Signature of Principal/Director _____ Date _____ Signature of Employee _____ Date _____

Note: it is understood that in signing the appraisal form, the employee acknowledges having seen discussed the form. The employee's signature does not imply agreement with the conclusion of the appraiser.

Review by Human Resources Department _____ Date _____

HSD 217 Page 2 (3-13-06)

Salinas Union High School District
Human Resources Department

CLASSIFIED CATASTROPHIC LEAVE DONATION FORM

Print Employee Name: _____

Position: _____ Site: _____

I would like to donate the following number of hours to the employee named below as part of the Classified Catastrophic Leave Donation Program. I understand I may donate a minimum of (8) sick leave hours. After that, I may donate additional hours up to 100 hours per fiscal year (in one (1) hour increments). I understand I may donate up to five (5) vacation days in whole-day increments per fiscal year (July – June).

To donate:

- Sick leave: the donor must have and maintain the value of two (2) years of accrued sick leave, based on the donor's FTE
- Vacation days: the donor must have twenty (20) or more days of accrued vacation

Name of recipient employee: _____

Type and number of hours or days to be donated:

- Sick Leave Hours: _____ (min 8 hours in one (1) hour increments thereafter at the level of up to 100 hours)
- Vacation Hours: _____

I understand that the hours I donate will be transferred to the employee named above.

Signature:_____ Date: _____

Please submit the completed donation form to the Director of Human Resources - Classified via email. All Catastrophic Leave donations are confidential. Questions regarding participation in the program may be directed to Human Resources at (831) 796-7040. Questions regarding donations should be directed to the Payroll Department at (831) 796-7026.

Revised: 2.2024az

SALINAS UNION HIGH SCHOOL DISTRICT
Classified Professional Growth & Development Program
Application Form

Name: _____ Date: _____

Job Title: _____ Work Site: _____

OPTION I: JOB RELATED COURSEWORK APPLICATION

Course/Workshop Title	Course # If applicable	College, School, Other Institution	Semester Units	Clock Hours

Date course begins: _____ Date course will be completed: _____

Course will be taken during paid work time: ☐ Yes ☐ No

This course will lead to better performance in my current job by:

Detailed course description (may attach catalog, brochure, etc.):

OPTION II: COLLEGE/ADVANCED COURSEWORK-DECLARATION OF INTENT & APPLICATION

This coursework is part of an approved course of study leading to a degree or certification that would qualify me to become a _____ with this District. **My academic plan is attached and signed by my education/academic counselor. The following course is part of that plan.**

Course/Workshop Title	Course # If applicable	College, School, Other Institution	Semester Units	Clock Hours

Date course begins: _____ Date course will be completed: _____

Course will be taken during paid work time: ☐ Yes ☐ No

My immediate manager is aware of my professional growth efforts.

_____ _____
Applicant Signature Date Immediate Manager's Signature Date

____ Approved ____ Denied _____
Superintendent's Designee Signature Date

Professional Growth Appeals Committee

____ Approved ____ Denied _____
(Final appeals may be submitted to the Superintendent within 30 days) Superintendent's Designee Signature Date

Application must be submitted to Human Resources prior to taking a course. Verification of course completion (official transcripts, certificate or similar evidence) is required in order to receive Professional Growth Program credit.

HSD-415 (rev 5-09)

SALINAS UNION HIGH SCHOOL DISTRICT

GRIEVANCE FORM

(To be used to initiate a grievance)

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

1. Name: _____

2. Address: _____

3. Home Telephone: _____ 4. Work Location: _____

4. Representative (if any) _____ 6. Immediate Supervisor: _____

7. Date Grievance Occurred: _____

Grievance (concise statement of circumstances and grievance): _____

_____

_____

_____

Contract Provision(s) Violated, Misapplied or Misinterpreted: _____

_____

8. Specific Remedy Sought: _____

_____

_____

9. Conference Requested: _____Yes ____ No

_____ _____

Grievant's Signature Date Signed

.....

Received By: _____ _____

Name/Title Date Received

SALINAS UNION HIGH SCHOOL DISTRICT
HUMAN RESOURCES
REQUEST FOR LEAVE OF ABSENCE

Name: _____ Date: _____

Social Security No: _____ Site: _____

Job Title: _____

Type of Leave Request:

( ) Leave of Absence (This constitutes a break in service and may affect seniority and retirement status).

( ) Military Leave ( ) State or Federal Emergency ( ) Jury Duty
(Submit proper documentation for these categories)

Employee and site must notify *Human Resources* upon employee's return. All employees requesting medical or maternity leave must provide doctor's written request including dates of leave beginning and ending. All employees requesting Military or State or Federal Emergency Leave or Jury Duty must provide a copy of their orders indicating the dates for the requested leave.

If *Leave of Absence*, state reason: _____
_____
_____
_____

Applicant Signature _____

****

____ Recommend Approval ____ Recommend Denial

Comments: _____
_____
_____

Site Administrator Signature: _____

****

____ Recommend Approval ____ Recommend Denial

Comments: _____
_____
_____

_____ _____
Assistant Superintendent of Human Resources Date

Date of Board Action: _____

Personnel - White
Site Administrator -Canary
Employee -Pink

HSD 413 (8-00)

Salinas Union High School District
Request for Absence

To:_____ Dept./Site:_____
Name of Supervisor

I request permission for absence on_____, _____ as follows:
Day Date

_____ All day
_____ Part day _____Number of Hours Leaving at:_____ Returning at_____
Time Time
_____ Sick Leave for medical/dental _____ Classified: Related to Article 13.6.1.8
_____ Sick Leave for personal necessity, state reason_____
_____ Personal business, charge to my in lieu/comp. account
_____ Other reason, state nature_____
_____ I have reported my absence to AESOP. The confirmation number is:_____

- *Teachers should request a substitute, if needed*
- *Classified do not request a substitute, but must report absence*

Print Employee Name:_____

Employee's Signature_____ Date:_____

( ) Approved ( ) Denied_____ Date:_____
Supervisor's Signature

HSD-421 (8/12) Distribution: Original-Site, Duplicate-Employee

RECLASSIFICATION

CSEA and the District agree to conduct reclassification studies that will begin on July 1, 2016 and end on June 30, 2023. The reclassification studies shall include all classifications in the bargaining unit.

DEFINITIONS:

Reclassification: Reclassification is a recognition that a position has evolved through a gradual change in duties and job requirements. It is caused by the permanent assignment of duties and responsibilities that change the nature of the employee's job to such an extent that the employee more accurately falls under a different job description.

Reallocation: Reallocation is the movement between one salary schedule range and another. The results of the compensation study may indicate that a classification or a specific position is above or below the target range of comparable salaries indicating a need for reallocation. The results may also indicate that the reallocation is not necessary.

Compensation Study: The District and CSEA agree to conduct a compensation study for each job classification included in the reclassification study. The study will compare compensation for SUHSD classified positions with comparable positions in the Salinas City School District, Monterey Peninsula Unified School District, and Alisal Union School District. In addition, the Reclassification Committee may each year agree to add at least two additional school districts and/or employers as may be needed for the classification(s) under review.

PROCEDURES FOR RECLASSIFICATION STUDY:

Reclassification Committee: The Reclassification Committee shall be comprised of two CSEA members appointed by CSEA and two District members appointed by the Superintendent. CSEA and the District shall designate one alternate member each. The Committee shall select one of its regular members to serve as a chairperson each year. Decisions of the Committee shall be made by consensus. If the Committee cannot come to a decision about an issue that ultimately impacts the ability of the Committee to complete the project within the timeline, the issue shall be referred to the Assistant Superintendent of Human Resources who shall convene a meeting of the negotiations teams for resolution.

The Committee members shall serve two-year terms. In the 2016-2017 year only, one member each from CSEA and the District shall serve a one-year term. They may be reappointed by their respective organizations for subsequent terms. All members of the Committee must be present to meet and take action. No person may serve on the Committee during the period of the time that his/her classification is under review. All members must be in attendance for each Reclassification Committee meeting. Decisions and recommendations shall be made by consensus.

Review Cycle: The reclassification study will be conducted over a single seven (7) year period as follows:

Year 1:

a. Food Service Classes
b. Transportation Classes (Bus Driver, Cadet Bus Driver, Bus Driver/Trainer, Vehicle Maintenance Attendant, Vehicle Maintenance Mechanic)

c. Instructional Support & Related Classes (Campus Supervisor, Lead Campus Supervisor, Campus Security Officer, Suspension Center Aide)

Year 2:

a. Instructional Support & Related Classes (except Para-Educator, Behavior Specialist, Campus Supervisor, Lead Campus Supervisor, Campus Security Officer, Suspension Center Aide)

Year 3:

a. Clerical, Secretarial, & Related Classes

Year 4:

a. Skilled Trades & Related Classes
b. Transportation Classes (Warehouse Delivery Driver, Warehouse Manager)

Year 5:

a. Library, Audio Visual, & Related Classes
b. Reprographic & Related Classes
c. Custodial & Groundskeeping Classes

Year 6:

a. Accounting & Related Classes
b. Professional, Technical, & Related Classes

Year 7:

a. Instructional Support & Related Classes (Para-Educator I, Para-Educator II, & Behavior Specialist)
b. Data Processing Classes

Study Procedures: The Reclassification Committee shall conduct each study by:

1. Conducting a job audit with both affected employees and their supervisors
2. Meeting with a representative sample of affected employees as determined by the Committee
3. Meeting with a representative sample of supervisors of affected employees as determined by the Committee
4. Analyzing and/or revisiting or drafting new job descriptions as appropriate
5. Reviewing job description recommendations with affected employees and supervisors and revising again if appropriate
6. Analyzing compensation data
7. Formulating recommendations for salary
8. Notifying employee(s) of pending recommendations to negotiating teams

Reclassification Committee Responsibilities: The reclassification committee shall have the authority to recommend changes to the negotiating teams as follows:

1. Reclassify a position from one classification to another existing or new classification
2. Adopt revised or new job descriptions
3. Create new classifications
4. Scale back an employee's assignments/tasks to fit their current job description
5. Salary schedule re-allocations

If the committee identifies a workload issue, it will refer the issue to the Human Resources Office for review.

Timeline: The Reclassification Committee shall follow an established timeline for each Reclassification Study. This timeline shall be as follows:

- August
  - Reclassification Committee is established through the Employer-Employee Relations Committee (EERC)
- September
  - Completed Reclassification forms are collected by the HR office
- October
  - Date-specific timelines are established for that year's reclassification study
  - Job descriptions for that year's reclassification cycle are distributed to committee members
- November/December
  - Job audits are conducted
  - Reclassification interviews are conducted
- January
  - Committee meets to consider job audits and reclassification data
  - Committee begins revision of job descriptions as needed
- February
  - Committee finalizes reclassification study and job descriptions
- March
  - Committee conducts compensation review and develops preliminary recommendations for reallocation
- April
  - Committee finalizes reallocation recommendations
  - Committee makes reclassification and reallocation recommendations to negotiations teams
  - Negotiations teams meet to consider Reclassification Committee recommendations
- May
  - Reclassification recommendations are negotiated between CSEA and the District
  - CSEA and the District reach a tentative agreement on recommendations and compensation
- June
  - Reclassification Study recommendations and compensation agreement proposed for ratification by CSEA and considered for approval by the Board of Trustees
- July 1
  - Approved reclassification recommendations take effect

Timelines for the reclassification process may be revised by mutual agreement between the District and CSEA.

Criteria:
The following are to be utilized in considering Reclassification of positions:

a. Has there been a change in duties and responsibilities?
b. Are the duty assignments part of the current job description?
c. Are the duty assignments out-of-class work, not workload?
d. What is the exact/approximate date the employee began the performance of the "newly acquired" duties and responsibilities?
e. What is the nature and scope of each identified change in duties and responsibilities?
f. Are the "newly acquired" duties and responsibilities at least 50% of the current work assignment?
g. Are the "newly acquired" duty assignments permanent?
h. Can the duties be assigned to a more appropriate position?

Process for Reclassification Committee Recommendations: All recommendations from the Reclassification Committee including reclassification study details and compensation study data agree that salary changes be delayed, phased in, or immediately implemented. Agreements of the negotiations teams shall be tentative and subject to ratification. Changes in classification and compensation shall take effect July 1 of the fiscal year following Board approval of the reclassification recommendation(s).

Grievances: Recommendations by the Reclassification Committee and agreements of the negotiations teams shall not be grievable.

This Reclassification Study does not preclude CSEA and the District from addressing individual reclassifications through the EERC process.

Sunset: Appendix J will sunset on June 30, 2023.

Salinas Union High School District
CSEA Bilingual Stipend Eligible Positions

Bilingual Eligible/Required	
Accounting	
Account Clerk I	No
Account Clerk II	No
Account Technician I	No
Account Technician II	No
Facilities Planning Technician	No
Student Activities Account Clerk	~~No~~ **Eligible**
Clerical/Secretarial	
Administrative Secretary	Eligible
Administrative Secretary I	Eligible
Career Center Technician	Eligible
Clerk II	Eligible
Clerk III	Eligible
Registrar II	Eligible
Registrar III	Eligible
Secretary I	Eligible
Secretary II	Eligible
Typist Clerk I	Eligible
Typist Clerk II	Eligible
Typist Clerk III	Eligible
Custodial/Grounds	
Custodian I	~~No~~ **Eligible**
Custodian II	~~No~~ **Eligible**
Grounds Maintenance I	~~No~~ **Eligible**
Grounds Maintenance II	~~No~~ **Eligible**
Grounds Maintenance/Custodian	~~No~~ **Eligible**
Head Custodian (Middle Schools)	~~No~~ **Eligible**
Lead Custodian	~~No~~ **Eligible**
Data Processing	
Computer Operator Support Technician	**No** ~~Eligible~~
Database Specialist/SIS	**No** ~~Eligible~~
IT Applications Support Technician	**No** ~~Eligible~~
IT Computer Systems Technician	**No** ~~Eligible~~
IT Support Technician	**No** ~~Eligible~~
IT Systems Technician	**No** ~~Eligible~~
Student Info System Specialist	**No** ~~Eligible~~
Student Information Technician	**No** ~~Eligible~~

Bilingual Eligible/Required	
Professional/Technical	
Job Placement Specialist	~~No~~ **Eligible**
Vocational Evaluator	~~No~~ **Eligible**
Skilled Trades	
Carpenter	No
Electrician	No
General Maintenance Assistant II	No
General Maintenance Assistant III	No
Glazier/Locksmith	No
Heavy Equipment Operator	No
HVAC (Heating, Vent, A/C) Mechanic	No
Lead Carpenter	No
Lead Painter	No
Painter	No
Plumber	No
Swimming Pool Maintenance	No
Transportation	
Bus Attendant	Eligible
Bus Driver - Regular	Eligible
Bus Driver - Special Ed.	Eligible
Bus Driver/Instructor	Eligible
Cadet Bus Driver	Eligible
Fleet Apprentice Technician	~~No~~ **Eligible**
Fleet Master Technician	~~No~~ **Eligible**
Warehouse/Delivery Driver	~~No~~ **Eligible**

Bilingual Required
Eligible for Bilingual Stipend

Salinas Union High School District
CSEA Bilingual Stipend Eligible Positions

Bilingual Eligible/Required	
Food Service	
Food Service Assistant I	Eligible
Food Service Assistant II	Eligible
Food Service/Infant Center	Eligible
Instructional Support	
Assessment Center Tech	~~No~~ **Eligible**
Attendance Specialist	Eligible
Attendance Technician	Eligible
Behavior Specialist	Eligible
Campus Security Officer	~~No~~ **Eligible**
Campus Supervisor	~~No~~ **Eligible**
Certified Occupational Therapy Assistant	Eligible
Child Care Giver I	Eligible
Child Care Giver II	Eligible
Community Liaison	Required
COVID-19 Monitor	Eligible
EL Student Support	Required
Health Technician	Eligible
Infant Care Aide	Eligible
Library Technician I	Eligible
Library Technician II	Eligible
Migrant Youth Advocate	Required
Migrant Family Service Advocate	Required
Para-Educator I	Eligible
Para-Educator II	Eligible
Supervision/Intervention Center Aide	Eligible
Testing Technician	~~No~~ **Eligible**
Translator/Interpreter	Required
Vocational Aide/Auto	~~No~~ **Eligible**

Bilingual Eligible/Required

Salinas Union High School District

CSEA Emergency Medication Administration Stipend-Eligible Positions

Eligible/Required	
Accounting	
Account Clerk I	Not Eligible
Account Clerk II	Not Eligible
Account Technician I	Not Eligible
Account Technician II	Not Eligible
Facilities Planning Technician	Not Eligible
Student Activities Account Clerk	Eligible
Clerical/Secretarial	
Administrative Secretary	Eligible
Administrative Secretary I	Eligible
Career Center Technician	Eligible
Clerk II	Eligible
Clerk III	Eligible
Registrar II	Eligible
Registrar III	Eligible
Secretary I	Eligible
Secretary II	Eligible
Typist Clerk I	Eligible
Typist Clerk II	Eligible
Typist Clerk III	Eligible
Custodial/Grounds	
Custodian I	Not Eligible
Custodian II	Not Eligible
Grounds Maintenance I	Not Eligible
Grounds Maintenance II	Not Eligible
Grounds Maintenance/Custodian	Not Eligible
Head Custodian (Middle Schools)	Not Eligible
Lead Custodian (Site Only)	Not Eligible
Data Processing	
Applications Support Technician	Not Eligible
Computer Operator Support Technician	Not Eligible
Database Specialist/SIS	Not Eligible
IT Computer Systems Technician	Not Eligible
IT Support Technician	Not Eligible
IT Systems Technician	Not Eligible
Student Information System Specialist	Not Eligible
Student Information Technician	Not Eligible

Eligible/Required	
Professional/Technical	
Job Placement Specialist	Not Eligible
Vocational Evaluator	Not Eligible
Skilled Trades	
Carpenter	Not Eligible
Electrician	Not Eligible
General Maintenance Assistant II	Not Eligible
General Maintenance Assistant III	Not Eligible
Glazier/Locksmith	Not Eligible
Heavy Equipment Operator	Not Eligible
HVAC (Heating, Vent, A/C) Mechanic	Not Eligible
Lead Carpenter	Not Eligible
Lead Painter	Not Eligible
Painter	Not Eligible
Plumber	Not Eligible
Swimming Pool Maintenance	Not Eligible
Transportation	
Bus Attendant	Eligible
Bus Driver - Regular	Eligible
Bus Driver - Special Ed.	Eligible
Bus Driver/Instructor	Eligible
Cadet Bus Driver	Eligible
Fleet Apprentice Technician	Eligible
Fleet Master Technician	Eligible
Warehouse/Delivery Driver	Eligible

Eligible
Not Eligible

Salinas Union High School District

CSEA Emergency Medication Administration Stipend-Eligible Positions

Eligible/Required	
Food Service	
Food Service Assistant I	Eligible
Food Service Assistant II	Eligible
Food Service/Infant Center	Eligible
Instructional Support	
Assessment Center Technician	Not Eligible
Attendance Specialist	Eligible
Attendance Technician	Eligible
Certified Occupational Therapy Assistant	Eligible
Child Care Giver I	
Child Care Giver II	
Community Liaison	Eligible
EL Student Support Technican	Eligible
Health Technician	Eligible
Infant Care Aide	
Library Technician I	Eligible
Library Technician II	Eligible
Licensed Vocational Nurse	Eligible
Migrant Family Service Advocate	Eligible
Migrant Youth Advocate	Eligible
Para-Educator I	Eligible
Para-Educator II	Eligible
Para Educator III	Eligible
Safety Security Officer	Eligible
Safety Security Lead Officer	Eligible
Supervision/Intervention Center Aide	Eligible
Testing Technician	Not Eligible
Translator/Interpreter	Eligible
Vocational Aide/Auto	Eligible

Eligible/Required

SALINAS UNION HIGH SCHOOL DISTRICT

Volunteer Agreement For Emergency Medication Administration

Employee Information:

Name: _____ Employee ID: _____
Position: _____ School/Worksite: _____
Contact Number: _____ Email: _____

Acknowledgment and Agreement:
Pursuant to Section 8.19 of the CSEA collective bargaining agreement, I voluntarily agree to be trained and certified to administer emergency medication as needed for the health and safety of students. I understand the following:

1. My participation in this program is strictly voluntary, and I may not be coerced, intimidated, or threatened to volunteer.
2. I am CPR certified (Attach a copy of CPR certification card).
3. I will receive appropriate training and certification before administering emergency medications.
4. I will maintain my competency in administering emergency medication through training provided by the District.
5. I may rescind my offer to volunteer at any time.
6. I will receive an annual stipend of five hundred dollars ($500), prorated based on my work calendar, for successfully completing training and certification. Payment will be made monthly, provided I remain qualified and willing to administer emergency medication.
7. I understand that the District will have sole discretion in determining the type, frequency, and content of training.
8. The emergency medications covered under this agreement include:
    - Epinephrine administration
    - Glucagon administration
    - FDA-approved rectal, oral, or nasal emergency seizure medication
9. I understand that my stipend is based on a full year of service and that if I rescind my offer to volunteer or refuse to provide services, my stipend will be prorated and discontinued after 10 days, or when a replacement is found – whichever occurs first.
10. I understand that by signing this, I agree to fulfill all duties outlined in this agreement.
11. The District agrees to defend and indemnify me against any civil liability arising from the provision of emergency medication services under this agreement.

Acknowledgment of Training Requirement: I understand that I must complete all required training and be certified in writing by the District before I am authorized to administer emergency medication. Training may include general training, student-specific training, and student self-administration training. CPR Certification is required as part of the emergency medication training.

Employee Signature: _____ Date: _____

District Approval:

Approved By: _____ Title: _____ Date: _____

Notification of Volunteer Agreement for Training in Administration of Emergency Medications: Epinephrine Auto-Injector, Anti-Seizure Medication, Glucagon

Emergency Medications:
Per California Education Code (CEC) Sections 49414, 49414.5, 49468.2, California public schools may train unlicensed school personnel in the administration of specified emergency medication. Staff members who volunteer to be trained are protected under the law and will be provided defense and indemnification by the school district for any and all civil liability. Training is provided annually to staff. As part of the agreement to provide Emergency Administration of Medicine as indicated herein, the employee will be required to hold a current Cardiopulmonary Resuscitation (CPR) card.

Epinephrine Auto-Injector:
California Education Code 49414 requires schools to provide emergency epinephrine for individuals who may be experiencing anaphylaxis. Anaphylaxis is a severe allergic reaction, which can occur after exposure to an allergen, an insect sting, or even (rare) after exercise. Without immediate administration of epinephrine and summoning Emergency Medical Services (911), death could occur.

Legislation allows for a school nurse or a trained unlicensed volunteer to administer an epinephrine auto-injector to an individual who is exhibiting potentially life-threatening symptoms of anaphylaxis after exposure or ingestion of an allergen. Training will be provided to the volunteer on signs and symptoms of anaphylaxis, how to administer the epinephrine auto-injector, calling EMS (911), and any follow up documentation or actions required.

- ☐ Training completed
- ☐ NO training completed

Anti-Seizure Medication:
California Education Code Section 49468.2 authorizes a school district to train volunteer unlicensed personnel to administer anti-seizure medications. These medications work to stop seizure activity by acting on brain cell interactions that inhibit the seizure discharges.

- ☐ Training completed
- ☐ NO training completed

Glucagon:
California Education Code 49414.5 allows unlicensed school personnel with voluntary emergency medical training to provide emergency medical assistance to pupils with diabetes suffering from severe hypoglycemia. Glucagon is administered when the student has low blood sugar and is unable to take liquid or food by mouth because of unconsciousness or seizure activity as per a medical provider's written instructions.

- ☐ Training completed
- ☐ NO training completed

Employee Printed Name: _____ Date: _____

Employee Signature: _____ Site: _____

District Nurse Name:_____ Date Training Provided: _____

District Nurse Signature: _____

Human Resources Representative: _____ Date Completed: _____

Indemnity Acknowledgment

Pursuant to Education Code Section 49414(j), as a volunteer of the Salinas Union High School District trained to administer emergency medications as listed above, you are hereby advised that you are protected by the following provisions of California law regarding civil liability for your actions in the course and scope of you serving as a volunteer in this capacity. California law provides specific legal obligations for an employer to defend and indemnify you in litigation against you. These obligations are set forth in separate statutes in California's Government Code.

The obligation to provide a defense for you if you are sued as a result of volunteer related incidents is set forth in Government Code section 995, which provides in part:

Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an or omission in the scope of his employment as an employee of the public entity.

The obligation to indemnify you against a civil judgment or award is set forward in Government Code section 825(a), which provides in part:

Except as otherwise provided in this section, if an employee or former employee of a public entity requests the public entity to defend him or her against any claim or action against him or her for an injury arising out of an act or omission occurring within the scope of his or her employment as an employee of the public entity and the request is made in writing not less than 10 days before the day of trial, and the employee or former employee reasonably cooperates in good faith in the defense of the claim or action, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed.

By signing below I acknowledge receipt of this notification.

Employee Printed Name: _____ Date: _____

Employee Signature: _____

Unless otherwise indicated, the above mentioned employee received training in the areas listed on the Notification of Volunteer Agreement form.

EXHIBIT A TA Plus Days Transition **June 17, 2022**

Classification / Job Alike Group	Work Days	Work Year
Bus Attendant	182 days	10 month
Bus Driver		
Cadet Bus Driver		
Campus Supervisor		
Certified Occupational Therapist Assistant		
Child Care Giver I		
Child Care Giver II		
Food Service / Infant Center		
Food Service Assistant I		
Food Service Assistant II		
Infant Care Center Aide		
Para-Educator I		
Para-Educator II		
Supervision / Intervention Center Aide		
Attendance Specialist	183 days	
Behavior Specialist		
Clerk assigned to Registrar Office (1)		
Clerk assigned to Teen Parent Center at El Puente		
Clerks assigned Textbook Room at El Puente		
Clerks assigned to Attendance at Mt. Toro and El Puente		
Clerks assigned to PBIS		
Clerks assigned to Pupil Personnel Services		
Clerks assigned to Special Projects Office (2)		
Clerks assigned to Welcome Center at the Salinas Education Center (3		
Migrant Youth Advocate		
Vocational Aide / Auto		
Clerks assigned to Textbook Rooms	193 days	
Clerks assigned as Receptionists at Middle and High Schools		
Health Technician		
Career Center Technician	197 days	
Clerks assigned to Attendance Offices at Middle and High Schools	203 days	
Job Placement Specialist		
Library Technician II		
Vocational Evaluator		
COVID 19 Monitor	203 days***	11 months
Account Clerk I	260 days	12 months
Account Clerk II		
Account Technician I		
Account Technician II		
Administrative Secretary		
Application Support Technician		
Attendance Technician		
Bus Driver Instructor		
Campus Security Officer		
Carpenter		
Clerk assigned to District EL Program		
Clerks assigned to Counseling at Middle Schools		

1

Clerks assigned to Registrar's offices at High Schools	260 days	12 months
Clerks assigned to ROP Center		
Clerks assigned to Special Education Office		
Community Liasions (4)		
Custodian I		
Custodian II		
Database Specialist / SIS		
EL Student Support		
Electrician		
Facilities Planning Technician		
Fleet Apprentice Technician		
Fleet Master Technician		
General Maintenance Assistant II		
General Maintenance III		
Glazier / Locksmith		
Grounds Maintenance / Custodian *		
Grounds Maintenance I		
Grounds Maintenance II		
Head Custodian (Middle Schools)		
HVAC (Heating, Ventilation, A/C) Mechanic		
Information Technology Computer Systems Technician		
Information Technology Support Technician		
Lead Carpenter		
Lead Custodian		
Lead Painter		
Library Technician I		
Migrant Family Service Advocate (5)		
Painter		
Plumber		
Registrar III		
Secretary II		
Secretary III		
Student Activities Account Clerk		
Student Information System Specialist		
Student Information Technician		
Swimming Pool Maintenance		
Testing Technician		
Translator Interpreter		
Warehouse Delivery Driver		

LEGEND

"Clerk" means Typist Clerk I, II, III or Clerk I, II, III

(1) Position at RSJHS maintained at 183 days @ MOU dated 12.15.21

(2) One position maintained at 12 months

(3) One position at SEC maintained at 12 months

(4) One position

(5) One posltion grandfathered at 183 days

*** Refer to MOU Exhibit B dated 6.7.22

APPENDIX Q

SALINAS UNION HIGH SCHOOL DISTRICT
MEDICAL APPOINTMENT VERIFICATION FORM

Reference: CSEA Bargaining Agreement Article 13.6.1.8

Verification that employee/patient could not schedule appointment outside of work hours

Employee/Patient: _____

Employee Work Hours: to _

Doctor/Medical Office Name: _____

Phone Number: _____
Fax Number: _____

Appointment Date: _____
Appointment Time: _____

□ Employee/Patient **could not** be offered an appointment outside of work hours listed above

□ Employee/Patient **could have** scheduled an appointment outside of work hours listed above

Signature (Medical Office Staff): _____
_____
_____

Printed Name (Medical Office Staff): _____
_____