

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

2024 - 2027

CONTRACT OF AGREEMENT

BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 310

SVUSD – CSEA CONTRACT OF AGREEMENT
2024-2027

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ARTICLE I

PREAMBLE

This is an agreement made and entered into this first (1st) day of July 2024 between the Simi Valley Unified School District (hereinafter referred to as “District”) and the California School Employees Association and its Simi Valley Chapter #310 (hereinafter referred to as "Association").

ARTICLE II

RECOGNITION

The District confirms its recognition of the Association as the exclusive representative of the unit of employees which includes all classified employees, excepting Campus Supervisors and all exempt employees including: Management, Confidential Employees, Community Aide-Resource, Student Helpers, Limited-Term Employees, Substitute Employees, and Professional Experts.

ARTICLE III

NO UNLAWFUL STRIKE

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

The Association will take reasonable action to avoid such activity and where such activity occurs, immediately inform unit members engaged in a strike that they are in violation of this Agreement and order said District unit members back to work.

It is agreed that the Association when meeting the requirements of this Article shall not be liable for the unauthorized action of its members or other District employees.

It is agreed and understood that any unit member violating this Article will be subject to discipline up to and including termination by the District.

It is agreed and understood that the District shall not lock out classified unit members.

In the event that the parties are unable to reach agreement on the opened sections of this contract, and following unsuccessful impasse procedures, this Article shall be dissolved.

ARTICLE IV

MANAGEMENT RIGHTS

It is agreed and understood that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; establish budget procedures and determine budgetary allocation; and take whatever actions may be necessary to carry out its mission in emergency situations. In addition, the Board retains the right to fix duties and responsibilities, establish positions, hire, assign, evaluate, promote, terminate, and discipline unit members.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE V

ORGANIZATIONAL SECURITY

A. MEMBERSHIP DUES DEDUCTION

Any Association shall have the sole and exclusive right to have membership dues deducted from payroll warrants of its members in the unit by the District. Following CSEA's certification that they have received, and will maintain, the employee's revocable written authorization for dues deductions, the District shall deduct dues in accordance with the current Association schedule and in compliance with this Article, from individual paychecks of all employees who are members of the Association.

B. PROVISIONS OF INFORMATION

The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this article.

C. INDEMNIFICATION/HOLD HARMLESS CLAUSE

The Association shall defend and indemnify the District for any claims arising from its compliance with this article and for any claims made by an employee for deductions made in reliance on information provided by the employee organization to the employer. The District shall be required to promptly notify the Association of any claims made by employees relating to dues authorization. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE VI

ORGANIZATIONAL RIGHTS

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

A. The right of access at reasonable times to areas in which unit members work. Every effort shall be made to give advance notice of a site visit to the school principal or administrator in charge at the site. Any CSEA designee visiting a site shall follow all applicable site visitor protocols.

B. The right to use institutional bulletin boards in visible and easily accessible areas, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.

C. The right to use institutional equipment facilities, and buildings at reasonable times. Where applicable, the organization will pay for material costs. The designated CSEA representative shall follow all applicable procedures for reserving such space and equipment.

D. The right to access no less than one computer at each District Site that is available for all classified staff.

E. The right to review and receive copies at reasonable times any public material in the possession of or produced by the District, necessary for the Association to fulfill its role as the exclusive bargaining representative.

F. The right to review unit members' personnel files and any other records dealing with unit members when accompanied by the unit member or on presentation of a written authorization signed by the unit member.

G. Unit members who are CSEA State Officers would be allowed a maximum of ten (10) days of leave per year without pay to conduct necessary business in relationship to their State Office.

H. The District will provide seniority lists of all classes to the Association Executive Board on or before July 15 of each year. In addition, a hard copy and an electronic copy will be distributed to all district sites/departments to: 1) post on the CSEA board at each site/department, and 2) be kept by the school office manager/department secretary and made readily available for review upon the request of a bargaining unit member. CSEA will review the roster and notify the District of any errors in the seniority listing.

I. The District will provide a position control report for Paraeducators to the Association leadership and each site/school, including position number, name of current employee, assigned school/site, position function, and funding source, at the beginning of each semester or upon request by Association leadership. Position control reports for other classifications will be made available upon request by the Association leadership.

J. Employee Information

1. The District shall provide CSEA with contact information on newly hired employees. The information will be provided CSEA through the designated secure FTP site within thirty (30) days of hire. "Newly hired employee" or "new hire" means any bargaining unit employee, whether permanent, full time, part time, hired by the District. It also includes all employees who are or have been previously employed by the District, including but not limited to limited term, short term, or substitute employees and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. This information shall be provided to CSEA via the designated secure FTP site. In the event no one is hired in any particular month, the District will advise CSEA in that there have been no new employees hired via the designated secure FTP site.

2. The contact information shall include the following items: First Name, Middle Initial, Last name, Suffix (e.g. Jr., III), Job Title, Classification, Primary worksite, name, Facility/Department, Work telephone number, Work Extension, Home Street address (including apartment #), City, State, Zip Code (5 or 9 digits), Home telephone number (10 digits), Personal cellular telephone number (10 digits), Personal email address, Work email address, Employee ID, CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS), Hire date.

3. Periodic Update of Contact Information: The District shall provide CSEA with the information listed above for all bargaining unit members on or before the last working day of October, February, and June. The information will be provided to CSEA via the designated secure FTP site.

K. Structure, Time, and Manner of New Employee Orientations

1. During the onboarding process, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matter, the District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials

provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

2. The District shall work collaboratively with CSEA and its Simi Valley Chapter #310 to schedule a new employee orientation no less than once a month. The orientation session shall be held on District property and attendees shall be allowed paid release time or paid in accordance with Article XII, Hours and Overtime. Up to one (10 hour of release time shall be granted to no less than one (1) chapter representative, who along with the CSEA labor Relations Representative, will present CSEA membership information and a membership application at the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

3. If the employee is unable to attend the scheduled orientation or no orientation is held within the calendar month, the Association shall be able to schedule not less than one half (1/2) hour to present the newly hired bargaining unit employee(s) CSEA membership information, including a membership application.

L. Leadership/Training Leave – For the purpose of this leave, a "work day" is equal to the work day of the particular unit member(s) designated by CSEA. Such leave shall be granted subject to the following conditions:

1. CSEA shall have a maximum of thirty (30) work days paid release time each school year (July 1- June 30) for the purpose of attending CSEA Annual conference.

2. Additionally, CSEA shall have a maximum of fifteen (15) work days of paid release time for the purpose of participating in other CSEA educational and/or training opportunities.

3. CSEA Executive Board members and/or Union Stewards shall be granted release time for Labor/Management meetings and/or employee representation, as agreed upon between the District and CSEA.

4. CSEA will provide the District with reasonable written notice of the date(s), purpose(s) for the leave, and the individual(s) who will be using the requested release time.

5. Time off for this purpose shall be coordinated between the unit member and the unit member's immediate supervisor. The District shall approve leave requested in accordance with the conditions for such leave except in cases of emergency in which such leave will adversely impact the safety of students or employees, the educational program, or the provision of adequate educational program support services.

6. Verification of attendance at CSEA training functions shall be provided to the District by the approved participant upon return to work.

7. Leadership Leave shall not be used for the purpose of engaging in concerted activities during the work day, or engaging in political activities in support of or in opposition to a political candidate or office holder, a candidate for District or other office, or a state or local initiative or bond election. Leadership Leave shall also not be for litigation against the District, or for any other purpose for which release time is currently provided by the District to CSEA or its designated attendee(s) or which is otherwise prohibited by law or District rule or regulation.

8. CSEA negotiations team and committee shall be granted release time for the purpose of negotiations, including but not limited to planning, preparation, and bargaining. Every effort will be made to minimize impact by scheduling meetings at or after 4:00pm.

M. The formation of any District advisory committee to discuss any matter within the scope of bargaining shall include an invitation for representation by CSEA.

1. Unit members required to participate in such meetings outside their normal working hours shall be paid in accordance with Article XII, Hours and Overtime.

N. CSEA shall have the right to designate union stewards from among unit members for the purpose of assisting members to process complaints and grievances. CSEA shall notify the District annually of the designated union stewards.

O. Any unit member whose regularly assigned work hours coincide with CSEA monthly unit chapter meetings shall be allowed one (1) duty-free hour to attend the local chapter meeting. Every effort will be made to minimize impact by scheduling meetings at or after 5:00pm. Prior authorization to attend shall be requested of the site administrator/immediate supervisor at least seventy-two (72) hours prior to the local chapter meeting. An alternate work schedule for the day of the local chapter meeting, equivalent to the unit member's daily work hours, will be assigned by the site administrator/immediate supervisor.

P. Employment of either full-time or part-time students in any college work study program, or in a work experience education program, shall not result in the displacement of classified personnel or impair existing contracts for services.

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ARTICLE VII

SAFETY

A. The District shall provide a safe and healthy working environment, as provided by law. Unit members are expected to report health and safety hazards to their immediate supervisor. If the unit member believes that the health and safety hazard has not been corrected within a reasonable period of time, then they will contact the Director of Risk Management. As new State and Federal health and safety laws become effective, the District shall meet and confer with the association to facilitate their implementation. Any conditions that fall under scope of bargaining will be negotiated.

1. For employees with indoor workstations, if indoor temperatures fall below sixty (60) degrees Fahrenheit or rise above eighty-five (85) degrees Fahrenheit, gas leaks occur, or a facility loses access to electricity and/or plumbing for more than one (1) day, the District shall provide alternative facilities.

2. When situations related to gas leaks or loss of access to electricity and plumbing arise, the Association will be informed of the situation and updated as to how the issue is being addressed.

B. CSEA shall have the right to appoint representatives of their choice to an Advisory Committee whose purpose shall be to make recommendations to the District in the area of safety. The number of representatives will be equal to those of other employee groups whenever possible. This Committee shall serve under the leadership of the District's Safety Officer or designee.

C. Any unit member who has been subjected to an actual threat or physical or verbal harm by an individual or a group while carrying out their duties, shall promptly report the incident to their supervisor. Upon receiving the report, the supervisor shall take immediate steps to address the safety concern of the unit member.

In instances where an employee may have sustained an injury as a result of the incident, both the employee and the immediate supervisor shall initiate the adopted procedures for workplace injuries. This includes seeking necessary medical attention and completing any required documentation related to the injury.

The immediate supervisor shall ensure that a final report detailing the incident and any subsequent actions taken is forwarded to the appropriate District administrator and the Association within two (2) working days of its conclusion.

If the unit member continues to express concern of if there are ongoing safety issues, an expedited (emergency) meeting with appropriate personnel shall be held to address the situation promptly. The meeting may involve expanded representation from relevant departments or individuals with expertise in handling such matters. In cases where it is feasible and appropriate, temporary alternative duties or settings may be considered for the affected unit member to allow time for the meeting to be held and issues to be addressed.

D. The District shall provide opportunities for all health and safety training determined to be necessary including but not limited to: First Aid/CPR, AED, EpiPen, Narcan, and equipment/chemical use training without any cost to employees.

1. Attendance at such training is optional unless otherwise specified in the employee's job description. Priority will be given to positions that require health and safety training as a part of their job description.

2. Every effort will be made to allow unit members to complete required trainings during their normal work hours.

3. Unit members required to participate in such trainings outside their normal work hours shall be paid in accordance with Article XII, Hours and Overtime.

ARTICLE VIII

LEAVES

Employee requirements for the following leaves are covered in this article:

A. GRADUATION CEREMONY ABSENCES
B. BEREAVEMENT LEAVE
C. FUNERAL LEAVE
D. CATASTROPHIC LEAVE
E. MATERNITY LEAVE
F. PARENTAL LEAVE
G. FAMILY MEDICAL LEAVE ACT /CALIFORNIA FAMILY RIGHTS ACT
H. JURY DUTY & WITNESS LEAVE
I. LEAVE OF ABSENCE TO SERVE IN AN EXEMPT, TEMPORARY, OR LIMITED-TERM POSITION
J. LEAVE OF ABSENCE WITHOUT PAY
K. MILITARY LEAVE
L. PERSONAL ILLNESS LEAVE
M. PERSONAL NECESSITY LEAVE
N. PROFESSIONAL CONFERENCE LEAVE
O. REPRODUCTIVE LOSS LEAVE

Definition of Immediate Family:
Immediate family includes mother, mother-in-law, father, father-in-law, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, guardian, grandchild, anyone who served in the capacity as parent, or any person living in the immediate household of the unit member.

A. GRADUATION CEREMONY ABSENCES

Any unit member of the District shall be allowed time off not to exceed one (l) day, with no loss in pay, to attend high school, college, law enforcement, firefighter, or military graduation exercises (occurring on a work day) affecting a unit member or their immediate family.

B. BEREAVEMENT LEAVE

Each unit member shall be allowed a leave of absence, with pay, for a period not to exceed five (5) days (not necessarily consecutive up to one year) per occurrence due to the death of any member of their immediate family. If additional days are necessary, available personal necessity (PNL) days may be used, including days for travel.

Should the situation arise, an employee may change any other scheduled leave to bereavement leave.

C. FUNERAL ATTENDANCE

Leave to attend the funeral of a close friend or a relative, not a member of the immediate family, must be approved in advance by the unit member's immediate supervisor. If the immediate supervisor denies such leave, the unit member may appeal the denial to the Superintendent and/or their designee. Time for the attendance is up to two (2) days. This leave is independent of sick leave.

Should the situation arise, an employee may change any other scheduled leave to funeral attendance.

D. CATASTROPHIC LEAVE

1. "Catastrophic Leave" applies to an illness or injury that is expected to incapacitate the employee or immediate family member for an extended period of time, which must be for at least thirty (30) consecutive calendar days, as deemed by the employee's healthcare provider.

2. Catastrophic leave may be taken concurrently with the "additional sick leave—personal illness fifty percent (50%) paid" (Article VIII – Section L.2.) to equal full work days; or after all accrued leave has been exhausted in one of the following manners:
    a. It can be used for up to fifty (50) full paid days.
    b. It can be used for up to one-hundred (100) half paid days.

3. Catastrophic leave may not be used for:
    a. Elective surgery
    b. Personal necessity leave
    c. Normal pregnancy
    d. Substance abuse rehabilitation
    e. Bereavement

4. A permanent unit member may request up to 50 additional (consecutive) days of paid sick leave, in any one fiscal year, as a result of a catastrophic illness or injury. These additional hours will come from a classified "bank" of donated time. A unit member may only request these additional days, under this provision, once per incident, every five years.

5. An employee must submit a request to the Director of Classified Personnel or their designee, at least 15 working days before they expect to request catastrophic (see D.2 above) leave. The Director of Personnel and/or designee will refer the request to the

Catastrophic Review Committee (CRC). The CRC shall consist of two representatives selected by the Association and two members selected by the district. All catastrophic leave requests must be approved by the CRC. The CRC shall determine if the illness or injury meets the appropriate criteria and shall make a recommendation to the Superintendent or designee. All requests shall remain confidential.

6. The Classified Personnel Services Department in coordination with the Association shall notify classified employees through their worksite/department with a Leave Bank Donation form. Employees may donate from one (1) to five (5) full days of their vacation and/or personal sick leave. The signed forms will be submitted to the Classified Personnel Services Department from those employees donating days. Classified Personnel shall provide updates to the Association as donations are submitted. Classified Personnel shall also be responsible for communicating with Payroll regarding the processing of donations.

7. All donated leave time is irrevocable. Contributions and withdrawals will be made without regard to the daily rate of pay of the bank participants. Any unused donated days will remain in the classified catastrophic leave bank.

E. MATERNITY LEAVE

Maternity Leave of Absence shall be granted to any unit member who is required to be absent from duty because of pregnancy, miscarriage, childbirth and recovery therefrom under the following conditions.

1. The length of the Maternity Leave, including the date on which the leave should commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician, to coincide, if feasible, with the beginning of a term or other appropriate break.

2. The unit member is entitled to use accumulated sick leave when she is physically disabled or otherwise incapacitated from performing her duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. Use of sick leave benefits, under these circumstances, is restricted to cases of disability or related incapacity and must be verified by medical certification.

3. That period of leave when the unit member is not physically disabled or otherwise incapacitated from performing her duties shall be without compensation.

4. A release to return to work from the attending physician shall be submitted prior to reinstatement for maternity reasons.

5. At the expiration of the leave of absence of the unit member, she will, unless she otherwise agrees, be reinstated in the position held by her at the time of the granting of the leave of absence.

F. PARENTAL LEAVE

Parental leave for the purposes of this Article shall be defined as "leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member." Pursuant to the provisions of the California Family Leave Act (CFRA). (Ed Code §§ 44977.5 & 45196.1)

1. 1.Eligibility for Parental Leave
    a. All full-time and part-time unit members who have been employed for 12 months with the School District are entitled to utilize parental leave.
    b. There is no minimum number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave.

2. The 12-week period for Parental Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Section 12945.2 of the Government Code.

3. If the unit member has exhausted all available sick leave and continues to be absent for Parental Leave, the unit member shall be eligible to receive 50% pay for the remainder of the Parental Leave.

4. The unit member shall not be provided more than one 12-week period per maternity or paternity leave. (Must be taken in increments of not less than two weeks.) However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year. Limited to 12 work weeks per 12-month period.

5. If both parents are District employees, they will each have a combined twelve (12) workweek period for child bonding.

6. Must use within the first year of the child's arrival

G. FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

1. The District will provide family and medical care leave for eligible unit members as required by state and federal law. The following provisions set forth certain of the unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor

regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this paragraph shall mean leave pursuant to the FMLA and CFRA. During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article XIII of this Agreement to the extent required by the FMLA and CFRA.

2. Unit members are eligible if they have worked for the Simi Valley Unified School District for at least one (1) year, or for 1,250 hours over the previous 12 months. FMLA entitles you to maintain paid health and welfare benefits and rights back to your same position.

3. Eligible members are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave a member is entitled to. The Right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement.

H. JURY DUTY AND WITNESS LEAVE

1. Bargaining unit members will be provided leave for regularly called jury duty service. The unit member shall submit a written request for an approved leave of absence immediately upon receipt of notice of jury duty. Such request shall be submitted to the unit member's immediate supervisor. The District may require verification of jury service. It is the responsibility of the unit member to report to work whenever the unit member is not required to attend jury duty service. When night shift unit members have served jury duty during a calendar-day they shall not be required to report to work that evening.

2. Leave of absence to serve as a witness in a court case shall be granted a unit member when they have been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee, if any, for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness

should be made by presenting the official court subpoena or other document requiring attendance to the department head.

3. A unit member who has received leave of absence under this rule shall make themselves available for work during hours when their presence is not required in court. When night shift unit members have served jury duty during a calendar day, they shall not be required to report to work that evening.

I. LEAVE OF ABSENCE TO SERVE IN AN EXEMPT, TEMPORARY, OR LIMITED TERM POSITION

1. Any permanent unit member who accepts an assignment within the District to an exempt, temporary, or limited term position shall, during such an assignment, be considered for status purposes as serving in their regular position, and such assignment shall not be considered separation from service. A leave of absence must be granted by the immediate supervisor in order for the unit member to return to their regular position at the completion of their leave.

2. The unit member may, with the approval of the appointing authority, voluntarily return to their position or a position in the class of their permanent status prior to the completion of service in an exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

J. LEAVE OF ABSENCE WITHOUT PAY

1. After all other leaves have been exhausted, a leave of absence without pay may be granted to a permanent unit member upon written request of the unit member, subject to the following restrictions:

a. A maximum of one (1) month leave without pay may be granted a unit member with the approval of the supervisor and Superintendent. Leaves of absence without pay for periods exceeding one (1) month may be granted with approval of the supervisor and Superintendent by the Governing Board and provided such leave does not seriously inconvenience the District. No more than two (2) successive leaves will be granted to a unit member during any fiscal year.

b. The following reasons shall be considered in granting a leave of one (1) month or more without pay to permanent unit members whose service records are satisfactory:

1. Study for the purpose of retaining the unit member to meet changing conditions of the district; attendance at educational institutions to improve skills, techniques and knowledge of assignment
2. Illness or disability
3. Military service of the United States
4. Personal reason which is acceptable to the supervisor and Cabinet-level administrator

c. Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and Military and Veterans Code, and leave of absence for service in the Peace Corps may be granted for a period not to exceed twenty-four (24) months.

d. The granting of a leave of absence without pay gives to the unit member the right to return to their position at the expiration of their leave of absence, provided that they are physically and legally capable of performing the duties. The position may be filled only for the duration of the unit member's leave.

e. A unit member who desires to accept employment outside the School District will be expected to resign in order to become available for the new job. However, under the circumstance in which they believe that such employment will increase their professional qualifications and enhance their value to the District, they may submit an application for such leave along with a letter directed via the immediate supervisor to the Director of Classified Personnel Services. Evaluation of the request will focus on the potential value of the outside experience to this District, following the unit member's return. Unless such value can be documented, the unit member will be advised that their request will be disapproved.

2. The Governing Board may, for good cause, cancel any leave of absence by giving the absent unit member due notification.

3. A unit member may make a written request to the Governing Board to return to work prior to the expiration date of the leave.

   The Governing Board may approve or reject the request. Within ten (l0) days, and in no case less than five (5) working days prior to an authorized long-term leave (3 months or more), the unit member shall notify the Personnel Department either by telephone or in writing of the date of their intended return to work.

4. Failure to report for duty within three (3) working days after a leave has been canceled or expires shall be considered abandonment of the position and the unit member may be terminated by the Board of Education. This provision is not applicable to military leave.

5. If a unit member cannot be placed in their position upon return from leave (e.g., position eliminated, reduced in hours or reclassified), they shall be placed in a vacant position in the same class; or if no vacancy exists, the unit member shall have bumping and reemployment rights, in accordance with their seniority, in the same manner as if they had been laid off for lack of work or lack of funds on the date their leave expires.

K. MILITARY LEAVE

Unit members seeking military leave shall make every effort to prevent their military obligations from conflicting with their District obligations.

1. Military Veteran's Sick Leave

a. All unit members who are military veterans with a military service-connected disability rated at 30% or more by the United States Department of Veterans Affairs, are entitled to take a total of twelve (12) days of paid leave for illness or injury for the purpose of undergoing medical treatment for their military service-connected disability in the first twelve (12) months of their employment with the School District. This benefit applies to the employees hired on or after January 1, 2017.

b. A unit member who is employed for less than a full fiscal year will be entitled to that portion of the 12 days' leave as the number of months they are employed bears to 12.

c. A unit member employed for less than 5 days a week shall be entitled to that portion of 12 days' leave as the number of days they are employed per week bears to 5.

d. This leave in addition to any other leave to which the unit member is entitled.

e. Entitlement to this leave begins on the first day of the unit member's employment with the District and is available for use for the following 12 months of employment. If the employee does not use the total amount of leave available during this 12-month period, the remainder will be forfeited.

f. The unit member is entitled to use this leave in increments of no less than one (1) hour so that the unit member's military sick leave hours' bank will be reduced only by the number of hours the unit member has used.

g. The District may require that the employee submit proof that the leave is used for treatment of a military service-connected disability. Such proof shall not include or reveal any medical diagnosis or any medical information otherwise prohibited by the law.

L. PERSONAL ILLNESS

1. Paid Sick Leave

a. Sick leave is the authorized absence of a unit member because of illness or injury or exposure to contagious disease. Sick leave should be considered a benefit to be used only when an employee is unable to work because of illness or injury. All employees are encouraged to maintain a sick leave bank to cover illness or injuries when they are incapable of working.

b. A unit member (probationary and permanent) shall earn paid sick leave in accordance with the provisions of Education Code Section 45191. Each unit member is entitled to one (1) day of sick leave per calendar month of the fiscal year. A unit member who is employed less than full time is entitled to a proportionate amount of sick leave.

c. At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which they would normally earn in the ensuing fiscal year. A unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.

d. Sick leave may be taken at any time, provided that new unit members with probationary status may use only six (6) days of paid sick leave during their initial probationary period.

e. Pay for any day of sick leave shall be the same pay the unit member would have received if they had worked that day, except as provided by Education Code Section 45137 for part-time personnel.

f. The unit member must notify their supervisor, site secretary or the office manager of their absence at least one (1) hour in advance of the beginning of their shift, whenever possible, on the first day of absence, and each consecutive absence thereafter, unless multiple days are approved.

g. Prior to their expected return to work, the unit member shall notify their supervisor, site secretary or office manager so that any substitute employee assignment may be terminated. The unit member will make such notification as soon as they determine they are able to return to work, preferably at least twenty-four (24) hours in advance. If the unit member and the substitute report, the unit member is entitled to the assignment, and the substitute will be reassigned or sent home based on the district need.

h. A unit member absent for five (5) consecutive working days or more may be required to present a doctor's statement indicating when the unit member is able to return to work.

i. Unit members with a high incidence or pattern of sick leave usage, or who have exhausted all paid leaves, may be required to present a doctor's statement indicating when the unit member is able to return to work. Those who are on catastrophic leave are not subject to provisions of this article.

j. When a unit member is to be absent for three weeks or more, a Leave of Absence Form must be completed certifying the duration of the illness leave. The form must be accompanied by a Doctor's Statement. The disclosure of the details for the leave shall not be required on the Leave of Absence Form or Doctor's Statement. A statement from a doctor releasing the unit member to return to work must be submitted to the Principal or Department Head two (2) working days before the unit member's return to work.

2. Additional Sick Leave-Personal Illness Fifty Percent (50%) Paid

a. During each year of service, when a regular unit member is absent due to personal illness, they shall be allowed full salary for that period of time equal to the balance of their accumulated sick leave. Compensation for continued absence beyond the expiration of accumulated leave within the school year shall be fifty percent (50%) of the regular salary, irrespective of substitute placement for a period of time not to exceed five (5) calendar months or return to duty, whichever occurs first. Unit members must exhaust all accumulated vacation and accumulated sick leave prior to receiving additional sick leave paid at fifty percent (50%). Continued absence beyond a five (5) calendar month period will be without compensation. Written certification from a physician or health advisor must be sent to the District at the beginning of the five (5) month period

at half pay, along with a request for leave form where the absence is expected to be of extended duration.

b. A classified unit member on an extended personal illness leave cannot be engaged in other employment while receiving illness pay from the District.

c. Upon return to duty from an illness exceeding five (5) days, a unit member may be required to provide their supervisor, site secretary or office manager with a statement from a licensed physician, chiropractor or church health practitioner, certifying the unit member's fitness for duty.

d. After exhaustion of paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.

e. After exhaustion of all paid leave, a permanent unit member may be placed on additional leave upon request with the approval of the Board. The additional leave may be paid or unpaid and may be extended for any period not to exceed eighteen (18) months. If placed on unpaid leave, the unit member shall not again become eligible for paid leave because of the commencement of a new fiscal year until they have rendered service.

f. A leave of absence form must be filed in the Classified Personnel Office as provided in paragraph J requesting the fifty percent (50%) sick leave and any additional leave, paid or unpaid.

3. Termination of Sick Leave

a. A unit member who has been absent for three (3) weeks or more shall provide at least two (2) working days' notice of their expected return to duty.

b. If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under these rules, the unit member is still unable to assume the duties of their position, they will be placed on a re-employment list for a period of thirty-nine (39) months in the same manner as if they were laid off for lack of work or lack of funds.

M. PERSONAL NECESSITY LEAVE (USING ACCUMULATED SICK LEAVE)

At no time can the number of personal necessity days used exceed the number of sick leave earned in the current school year. A unit member may elect to use sick leave earned and accumulated in the current school year for reasons of personal necessity

(Ed Code 45207, AB 1038). Unit members will not be required to disclose to the District the reason for use of up to three (3) PNL days yearly.

1. The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

    a. Death or serious illness of a member of the immediate family (Immediate family is defined in Subsection B - Bereavement of this Article.)

    b. Accident, involving the person or property, or the person or property of a member of the immediate family

    c. Hazardous conditions, such as floods or fires, which make it dangerous for a unit member to travel to or from work

2. Personal Necessity Leave shall require two (2) working days of advanced approval (when possible) and be granted for the following reasons:

    a. Specific family responsibilities and/or obligations which make it necessary for the unit member to be absent during working hours

    b. Job related activities not specifically funded or sanctioned by the School District

    c. Obligations required by virtue of elected or appointed leadership positions in professional-educational organizations, youth activities that directly benefit youth, elected officials of City or County government, or elected public school board members

    d. Appearance in any court or before any administrative tribunal as a litigant or party

    e. Observance of recognized religious holidays

3. All personal necessity leaves are subject to review by the immediate supervisor.

4. Personal necessity leaves may not be used for the following reasons:

    a. Vacation

    b. Recreational Pursuits

c. Political Activities (including strikes, demonstrations, picketing and lobbying)

d. Social Events (excluding weddings, graduations, promotions and culminations of immediate family members)

e. Family Reunions

f. Seeking or engaging in remunerative employment/business

N. PROFESSIONAL CONFERENCE LEAVE

Leave for attendance at professional meetings or conferences may be granted to unit members under the following conditions:

l. The organization conducting the conference has a particular interest in educational activity which is pertinent to the District program.

2. The expenses relative to conference attendance are covered within the budget.

3. There must be a reasonable relationship between the variety of conferences attended by District personnel and the variety of educational activities which make up the total District program.

4. Conference attendance must be pre-planned so that financial arrangements and staffing adjustments may be considered at the outset of the school year.

5. Approval for attendance at professional conferences will be limited to those unit members whose staff relationship is such as to guarantee maximum benefit to the District resultant from such attendance.

6. Approval to attend a professional conference at District expense carries with it the responsibilities of being an official representative of the District.

Approval Procedures:

a. A unit member seeking permission to attend a professional conference will prepare a written request containing all pertinent information and present it along with a completed Travel Approval Form to the immediate department head or principal.

b. The department head or principal, as the case may be, will recommend approval or disapproval.

c. Request for one (1) day leave may be approved by the immediate supervisor.

d. A request for conference leave which requires more than one (1) day will be forwarded to the Superintendent for submission to the Board of Education for approval.

Conference attendance privileges will be available to all categories of unit members. Consideration will be given to special status categories such as committee members, organizational office holders, advisors, and those who have been invited as program participants.

If any unit member attends a conference at the request of the District, the member shall be entitled to the full per diem and mileage reimbursement as pre-approved by the District.

When a unit member attends a conference at the request of the District they shall not be expected to participate in any conference activities that exceed eight (8) hours in a single day.

Right of appeal: District will make a good faith effort to support unit members in resolving conflicts in attending conferences deemed essential to continued professional performance. If the unit member feels that attendance at the conference creates a hardship and the immediate supervisor feels attendance at the conference is essential to job performance, the unit member can appeal to the next level of supervisor to resolve the conflict.

O. REPRODUCTIVE LOSS LEAVE

1. Unit members who have been employed by their employer for at least 30 days prior to the commencement of the leave are entitled to take paid reproductive loss leave.

2. Reproductive loss leave includes but is not limited to, failed adoption, failed surrogacy, miscarriage, stillbirth, and/or unsuccessful assisted reproduction.

3. Unit members are entitled to take up to five (5) days following the loss. The five days do not need to be taken consecutively, but the leave must be completed within three (3) months of the reproductive loss. Unit members can take up to five (5) days for each qualifying reproductive loss, but no more than twenty (20) days of reproductive loss leave within a 12-month period.

4. If additional days are necessary, available personal necessity (PNL) days may be used. Should the situation arise, an employee may change any other schedule leave to reproductive loss leave.

ARTICLE IX

HOLIDAYS

The District agrees to provide all unit members with the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Juneteenth (June 19)
7. Independence Day
8. Labor Day
9. Yom Kippur (Only when it occurs on a working day)
10. Rosh Hashanah (Only when it occurs on a working day)
11. Veterans' Day
12. Floating Holiday: Day before Thanksgiving Day (in Lieu of Lincoln's Birthday)
13. Thanksgiving
14. Floating Holiday: Day after Thanksgiving Day (in Lieu of Admissions Day)
15. Work Day Before Legal Christmas Holiday
16. Christmas
17. Work Day Before Legal New Year's Holiday

Education Code Section 45203 provides a paid holiday for bargaining unit members classified K-12 employees, for "every day appointed by the President, or the Governor of this state, as provided for in paragraphs (11) and (12) of subdivision (a) of Section 37220 for a public fast, Thanksgiving, or holiday or any day declared a holiday under Section 1318 or 37222." Or any day declared a holiday by the District , (i.e., Governing Board) shall be a paid holiday for all unit members who would otherwise have been scheduled to work.

ARTICLE X

WAGES

A. SALARY

The salary schedule shall be increased by four percent (4%) retroactive to January 1, 2024.

In addition, all bargaining unit members shall receive a one-time off schedule payment of $500 for the 2023/2024 school year.

A copy of the current salary schedule is listed in Appendix A. Any increase negotiated to the salary schedule will be applied to the shift differential and professional growth stipends.

Upon initial hire and the hiring into a new position, a unit member who has an AA/AS degree shall enter any classification at Step 2. Unit members who have a BA/BS degree, or higher shall enter any classification at Step 3. The placement shall be granted only if proof of education/training is submitted at the time of hire. If a unit member secures a new position in a higher classification, the unit member shall be placed at a step that compensates them a minimum of 5% above their previous placement. This shall not apply to classifications that already require an educational degree.

Additional qualifying experience beyond that required for entry into the class shall be granted one step for each two years of experience related to the classification. This award shall not exceed two steps, unless otherwise approved by the Personnel Commission.

B. SHIFT DIFFERENTIAL PAY

Differential shall be defined as a salary allowance in addition to the basic rate or schedule, based upon additional hours of employment.

Any unit member with fifty percent (50%) or more of their assigned work shift occurring between 4:00 pm and 7:00 am shall be paid a shift differential pay of three and a half percent (3.5%) or a minimum of fifty dollars ($50) per month, whichever is higher. If such shifts normally occur less frequently than five (5) days per week, such higher rates shall be paid only for those days on which such shifts occur.

C. UNIFORMS

This provision relates to and is to be followed by designated classified employees including Transportation, Custodial, Grounds, Food Service, Warehouse, Print Shop, Maintenance and

Operations and Information Technology personnel. Office/Clerical employees assigned to the aforementioned departments are excluded from this provision.

The District shall initially provide eight (8) uniform tops per designated employee as listed above and one (1) jacket for field staff only. After the initial allotment, uniforms will be replaced on an as-needed basis arising from normal wear and tear, work related damage or size variations. Uniform tops shall be defined as shirts, blouses, aprons, smocks or overalls. T-shirts with district logo will be available for purchase by employees and accepted as an alternate uniform top. Employees are required to wear uniforms on all work days while on duty. Department Heads/Directors shall be responsible for choosing styles and vendors for department employee uniform tops.

Maintenance and care of all uniform tops shall be provided by employees unless special care is needed for safety reasons i.e. gasoline, oil, pesticides, etc. If a district provided uniform top is damaged at work, the District shall provide a replacement uniform top. All uniform tops shall have an S.V.U.S.D./Department logo. A District/CSEA committee shall be established to implement the program for uniform tops. Uniform pants/skirt/shorts shall be of a reasonable and professional nature for the type of work performed. The district may require that closed toe shoes or appropriate attire be worn for safety reasons.

At the beginning of each school year, custodial, maintenance, grounds and child nutrition services employees shall be given an allowance for safety footwear as follows:

1. The Director of Maintenance and Operations or Superintendent's designee shall identify the necessary safety features of the footwear for custodial, maintenance, and grounds and the allowance shall not exceed $200.

2. The Direct of Child Nutrition Services or Superintendent's designee shall identify the necessary safety features of the footwear for child nutrition services and the allowance for footwear not the exceed $150.

Employees may also be required to wear additional items due to safety and sanitation guidelines and regulations; for example, hair nets are to be work by kitchen employees.

Employees performing safety-related duties shall not wear shorts while performing those duties. This shall include employees such as cafeteria personnel, welders, weed whip operators, and edger operators.

Employees must return all District uniforms upon voluntary and/or involuntary separation from the District.

D.. PERSONAL PROPERTY PROTECTION

1. The District assumes liability for personal property that is inspected, logged and approved for school use on an annual basis by the site administrator. Such liability shall not exceed $500 per incident and shall only occur in the event of accidental damage, (excluding careless use, or normal wear and tear) theft, or vandalism of said property. Employees shall notify the site administrator of loss and/or damage within five (5) working days following discovery of the loss/damage to initiate the procedure for processing the claim.

2. Unit members can be reimbursed for personal items whom on the body to work that are damaged during the performance of the unit member's job duties. Such liability shall not exceed $500 per incident and shall only occur in the event of accidental damage, (excluding careless use, or normal wear and tear) theft, or vandalism of said property. Employees shall notify the site administrator of the loss and/or damage within five (5) working days following the discovery of the loss and/or damage to initiate the procedure for processing the claim.

3. The District agrees to make every reasonable effort to find and see prosecution against persons who damage a unit member's personal items and/or property where appropriate.

E. LONGEVITY COMPENSATION

Service credit for purposes of longevity accrual shall be earned based on years of service to the district, for all bargaining unit members. For calculation purposes, years of service shall mean each school year worked is equal to one year of service. The date a bargaining unit member is first placed in a regular position in the Classified Service shall be the date used to determine years of service for the purposes of this rule.

At the completion of ten (10) years of employment, for each five (5) year increment of employment thereafter, unit members shall receive a longevity increase as outlined below of two and a half (2.5%) percent added to their current salary pay, including any previously accumulated increases. Movement from one longevity step to occur on the first day of the month following the completion of the required years as set forth below.

Upon completion of 10 years 2.5%
Upon completion of 15 years 2.5%
Upon completion of 20 years 2.5%
Upon completion of 25 years 2.5%
Upon completion of 30 years 2.5%

ARTICLE XI

PROFESSIONAL GROWTH

A. Professional Growth is the purposeful, engagement in study and related activities to maintain and increase high standards for all classified employees.

Employees may submit in writing to the Director of Classified Personnel Services Department the intended, specific course work, workshop and/or online courses along with descriptions for review and consideration to pre-determine if the course work, workshop and/or courses are applicable. The Director of Classified Personnel shall respond in writing within three (3) working days to advise the employee of the determination. If found to be inapplicable, the employee may appeal in writing within five (5) working days to the Professional Growth Review Committee through the Director of Classified Personnel. (Reference Paragraph C)

B. Award for professional growth credit shall be made as follows:

1. An increment for professional growth, shall be defined as 1 point for every 15 hours of approved coursework/conference/online/seminar/workshop training.

2. Points shall be awarded as shown on the following chart for a maximum of fifteen (15) points or 5% total salary increase.

Points	Compensation	Completed Hours
3	1.00%	45
6	2.00%	90
9	3.00%	135
12	4.00%	180
15	5.00%	225

3. Employees eligible for a percentage pay increase after step five (5) will be responsible to submit proof of points earned to the Director of Classified Personnel by October 1st of the current school year to receive the earned pay increase which will be retroactive to July 1st of that year. Points submitted or earned after the October 1st deadline will be awarded the following school year.

4. Completion refers to is course work completed with a grade of "C" or better or a passing grade in a pass/fail structure during employment with the Simi Valley Unified School District. Coursework/conference/online/seminar/workshop credit shall be

granted on the basis of proof of attendance, indicating on the approved form the number of hours attended. All work must be verified by official transcript or by other acceptable verification.

C. Professional Growth is a joint enterprise between the District and the individual employee and should be planned together in order to assure maximum gain for both the participant and the District. Toward achieving this goal, a Professional Growth Review Committee shall be formed composed of the following:

1. Four (4) members shall be Classified unit members, appointed by the CSEA Chapter 310 executive board.

2. One (1) member shall be the Director of Classified Personnel Services or designee.

3. Should a vacancy occur on the committee, the CSEA Chapter 310 executive board shall appoint a new member.

4. A quorum shall consist of a minimum of three (3) members.

D. The duties of the Committee shall be to:

1. Review application for professional growth credit.

2. Determine validity of such education experiences as may be submitted for professional growth credit.

3. To serve as a Hearing and Appeals Board in disputed cases.

E. Professional Growth is being developed if:

1. The coursework/conference/online/seminar/workshop reflects increased knowledge, understanding and skills in participant's regular assignments.

2. The coursework/conference/online/seminar/workshop manifests personal development through alertness and responsiveness to the human and social factors of others.

3. The coursework/conference/online/seminar/workshop assists in fields related to the activity in which the employee is engaged.

4. The coursework/conference/online/seminar/workshop relates to potential upward movement of the employee.

F. Achievement of Professional Growth may include but shall not be limited to participation in the following categories:

1. Accredited college courses

2. Adult Education, Regional Occupational Programs, or other Accredited Schools, and online training/webinars

3. Conferences, Workshops, Seminars

4. First Aid, CPR, AED, EpiPen, NCI, IBI, and Active Shooter or any safety and/or health training course including a certificate of completion and proof of attendance unless the District provided the training.

5. Any unit member who completes CSEA sponsored trainings.

Note: Professional growth coursework/conference/online/seminar/workshops must be completed outside of District paid status.

ARTICLE XII

HOURS AND OVERTIME

A. A full-time assignment shall consist of eight (8) hours per day or forty (40) hours per week. The District may employ unit members for longer periods of time and/or may authorize overtime in excess of eight (8) hours in one day or forty (40) hours in one week. Any assignment less than eight (8) hours per day or forty (40) hours per week shall be considered part-time.

B. Adjustment of Assigned Time: Any unit member who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours.

Unit members shall have the right to refuse a temporary adjustment to their assigned workday that exceeds thirty (30) minutes if the temporary adjusted assignment causes undue burden to the unit member.

If the unit member agrees to any adjustment of their workweek which would cause them to lose a holiday which they would otherwise be entitled, the District shall provide either a substitute holiday or adjust the work hours to provide the same eight (8) hour holiday provided. Such substitute holiday shall be mutually agreed upon.

Increase in Hours: When more than thirty (30) minutes are assigned to a part-time position on a regular basis, the assignment shall be offered to the unit member in the appropriate class at that work location with the greatest seniority.

C. Overtime: Bargaining unit members in a full-time assignment that work in excess of eight (8) hours in any one day; or in excess of forty (40) hours in any calendar week shall be paid at their rate of pay equal to one and one half (1.5) times the amount of overtime worked or given compensatory time off at the same rate, at the employee's discretion.

The work week for unit members whose average work day is four (4) hours or more shall consist of five (5) consecutive days with overtime paid at their rate of pay equal to one and one half (1.5) times the amount of overtime worked or given compensatory time off at the same rate, at the employee's discretion for work on the 6^{th} and 7^{th} days.

Unit members whose average work day is less than four (4) hours shall be eligible for overtime at their rate of pay equal to one and one half (1.5) times the amount of overtime worked or given compensatory time off at the same rate, at the employee's discretion for work performed on the 7^{th} consecutive day.

D. Overtime/Additional Time: Overtime/additional time shall be distributed on a rotational seniority basis. Overtime must be approved by the employee's immediate Supervisor when possible.

Time records regarding overtime/additional time will be maintained and made readily available to all affected unit members upon request. Overtime/additional time assignment rosters shall be conspicuously posted at the work site for employee information at all times and maintained on a monthly basis.

Any unit members scheduled to work overtime/additional hours (on days outside of their regular assignment) shall be scheduled for no less than two (2) hours. Prior to the unit member accepting the assignment, the supervisor will make every reasonable effort to clearly explain all duties and/or tasks to be performed during the scheduled time.

Any unit member called in for an unforeseen circumstance shall be compensated for a minimum of two (2) hours even if hours worked are less. Thereafter, unit member shall be compensated an additional hour for every incremental hour worked.

E. Compensatory Time Off: The decision to accept compensatory time in lieu of paid overtime shall be at the discretion of the unit member. Compensatory time off shall be calculated at one and a half (1½) times the unit member's regular hourly rate**.** When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be utilized within the current fiscal year in which the overtime was worked and without impairing the services rendered by the District. Compensatory time off shall be scheduled by mutual agreement between the unit member and their immediate supervisor. If the requested compensatory time cannot be agreed upon or if there is a change in immediate supervisors, the unit member may opt for cash compensation.

F. Right of Refusal: Any unit member shall have the right to refuse any offer or request for overtime/additional time**,** call back, on call or call in time, or working out of classification assignments. If all employees refuse, the assignment shall be assigned to the least senior member on a rotational basis.

G. Rest Periods/Lunch Break: A unit member who works between four (4) hours and seven (7) hours per day shall be entitled to one paid fifteen (15) minute break per day. A unit member who works seven (7) hours per day or more (i.e., 7-8 hours/day) shall be entitled to two paid fifteen (15) minute breaks. Any unit member who works less than four (4) hours will be treated with sensitivity in considering time necessary to meet personal needs.

Unit members who work more than five (5) hours per day shall be entitled to a thirty (30) minute duty-free, non-compensated meal period. If a unit member's work period

does not exceed six (6) hours per day, the employee may submit a meal period waiver in writing to their immediate Supervisor. A copy of the written waiver will be placed in the unit member's personnel file (Ca. Labor Code section 512 (a)).

H. Working out of Classification: It is the intent of this section to permit the District to temporarily work employees outside of their normal duties and classification. The District shall provide for an upward salary adjustment for any unit member required to work out of classification which exceeds five (5) working days within a fifteen (15) calendar day period. They shall have their salary adjusted upward for the days they are required to work out of classification. The District shall provide additional compensation to the unit member in the amount equal to the same salary as if promoted (minimum of 5% increase) during such temporary assignment. The out of class assignment will be offered to site or department unit members on a rotational seniority basis who have demonstrated sufficient knowledge, skills, and abilities to perform the out of class assignment. If no one at the site or department has demonstrated sufficient knowledge, skills and abilities to perform the out of class assignment, the assignment will be offered to unit members District-wide on a rotational, seniority basis. Unit members assigned to work out of class shall remain in said position until the need is diminished, the employee requests release from the out of class assignment, or as dictated by law or retirement system regulations.

ARTICLE XIII

LAYOFF AND REDUCTION OF HOURS

A. Unit members shall be subject to layoff for lack of work or lack of funds as determined by the Board. A layoff for purposes of this Article shall be considered an involuntary separation of an employee because of lack of work or lack of funds.

B. Reduction in hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

C. Notice of Layoffs

1. Notice to CSEA

a) As soon as the District determines that a reasonable basis exists to believe that there will be a layoff as defined above, the District will notify CSEA in writing, along with the information concerning the specific positions that might be eliminated or reduced. The purpose of this notice to CSEA is to enable impacts and effects negotiations.

b) The District will send a second notice to CSEA in writing as soon as the District decides to recommend that a layoff occur.

c) As soon as possible after the initial notice, the District and CSEA will meet to discuss the specifics of the layoff. Prior to the meeting, the District will prepare and have available at the meeting the following information:

i. The specific reasons for the expected layoffs (example: lack of work due to lower than expected enrollment in program).
ii. A list of potentially impacted positions.
iii. A current seniority list.
iv. A CSEA bargaining unit vacancy report.
v. A list of all limited-term or substitute employees currently providing services CSEA bargaining unit members are qualified to perform.

2. Notice to bargaining unit members

a) No later than March 15th and before a classified employee is given notice by the governing board of a school district that the employee's services will not be

required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent's designee, or, in the case of a school district that has no superintendent, by the clerk or secretary of the governing board of the school district, that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

b) When classified positions must be eliminated as a result of the expiration of a specially funded program the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

c) During the time period between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, if the governing board of a school district determines that its total local control funding formula apportionment per unit of average daily attendance for the fiscal year of the Budget Act has not increased by at least 2 percent, and if the governing board of a school district determines it is therefore necessary to decrease the number of classified employees of the school district due to lack of work or lack of funds, the governing board of the school district may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing to be adopted by the governing board of the school district.

D. Seniority and Order of Layoff:

1. In accordance with Article VI-G, the District shall provide ~~a~~ two seniority rosters to the CSEA Executive Board. In addition, a hard copy and an electronic copy will be distributed to all district sites/departments to:

   a) Post on the CSEA board at each site/department

   b) Be kept by the school office manager/department secretary and made readily available for review upon the request of a bargaining unit member.

2. CSEA will review the roster and notify the District of any errors in the seniority listing. The sole remedy for a unit member improperly laid off and otherwise entitled to employment shall be immediately re-employed upon discovery of the error. Seniority, step placement, vacation accrual rate and sick leave hours shall be reinstated as if there were no interruption in service.

3. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. A higher classification is defined as one with a higher maximum salary rate on the salary schedule. Length of service includes all hours in paid status as a regular (probationary or permanent) employee, but does not include any hours compensated on an overtime basis.

4. Unit members who are to be laid off may exercise bumping rights in an equal class or in a lower class in which they have had previous service and hold seniority credit greater than that of an incumbent provided that the unit member can meet the requirements and pass the entrance level examinations for the lower class. Unit members who elect bumping, must bump the least senior employee with the greatest number of hours in that or a lower classification.

5. Should multiple employees have equal seniority, the determination of seniority for the purpose of bumping rights shall be the employee with earliest hire date. Should the two employees still have equal seniority and have the same hire date, seniority shall be determined by a coin toss. Should more than two employees still have equal seniority and the same hire date, the determination of seniority for the purpose of bumping rights shall be determined by lottery.

6. Unit members who are notified of their bumping rights in writing by Certified mail or hand delivered by a Supervisor and fail to inform the District in writing of the option chosen within five (5) working days of documented notification, shall be considered by the District to have opted not to exercise bumping rights.

E. Effects of Layoff

1. Employees suffering layoff shall receive payment for all earned, unused vacation.

2. All employees laid off shall be placed on the substitute list for the proper classification(s) and if possible, offered a substitute position before any other individual in the absence management system.

3. Employees designated for layoff and/or reduction in hours may use up to three (3) days of Personal Necessity Leave, personal sick leave or vacation (if available), in order to search for other employment. If the employee has exhausted accrued Personal Necessity Leave, they may request use of accrued sick leave to search for other employment. If the employee has no sick leave or vacation time available to use, the employee may request release time to seek alternative employment. The employee

must submit the request in writing stating "Seeking Alternative Work" with the amount of time needed clearly defined.

4. Sites, departments, or programs experiencing a disproportionate impact in work load as a result of layoff shall receive first consideration for the restoration of classified staffing.

5. A unit member who has been laid off or who voluntarily accepted a reduction in hours and who is on the re-employment list shall continue to receive the same level of health and welfare benefits held prior to the layoff for two (2) calendar months immediately following the effective date of layoff or reduction in hours.

F. Re-employment from layoff:

1. Unit members laid off because of lack of work or funds are eligible for re-employment for a period of thirty-nine (39) months, and shall be re-employed in preference to new applicants and be eligible to participate in promotional placement processes.

2. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall retain eligibility for their original position classification or original hours without limitation in time provided that they shall be ranked on the re-employment list in accordance with their seniority.

3. A unit member who is laid off and is subsequently eligible for re-employment shall be notified by email and certified mail to the last address given the District in writing by the unit member. Failure to respond in writing within five (5) working days following the delivery of the certified mailing shall be deemed a refusal. Employees may notify the District in writing that they wish to voluntarily remove themselves from the re-employment list.

4. Laid off bargaining unit employees must keep the District informed of a current telephone number at which they can be reached and their home address.

5. Unit members shall be re-employed in the highest job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Unit members who accept a position lower than their former classification shall retain their original thirty-nine (39) month rights to the higher paid positions.

6. Upon return to work within thirty-nine (39) months of layoff, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority (not counting time on the re-employment list).

7. Upon return to work within thirty-nine (39) months of layoff, unused sick leave benefits accumulated prior to layoff will be reinstated upon return to work.

G. Retirement in lieu of layoff:

1. Should a unit member who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment with the District, the District shall maintain the vacancy until CalPERS has properly processed the request for reinstatement from retirement (See Ed. Code 45115).

ARTICLE XIV

INDUSTRIAL ACCIDENT/ILLNESS LEAVE AND LIGHT DUTY ASSIGNMENTS

A. INDUSTRIAL ACCIDENT AND ILLNESS

"Industrial Accident" is defined as any accident or illness arising directly out of or in the course of employment of the unit member which forces the unit member to absent themselves from work. The determination of whether an accident constitutes an "industrial accident" shall be made by the District, except when the District's carrier investigates the accident, that agency shall make the determination.

In accord with Education Code Section 45192, industrial accident and illness leave shall be in effect for all unit members who are a part of the classified service of the Simi Valley Unified School District according to the following provisions:

1. Allowable leave shall not be more than sixty (60) working days in any one fiscal year for the same accident.

2. Allowable leave shall not be accumulative from year to year.

3. Industrial accident or illness leave will commence on the first day of absence. The District reserves the right to secure proof of industrial injury or illness of a unit member through an investigative process which may cause a delay in workers' compensation reimbursement.

4. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this State, exceed the normal wage for the day.

5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Workers' Compensation.

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 unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 45191 of the Education Code. When entitlement to industrial

accident or illness leave has been exhausted, entitlement to other sick leave will then be used.

8. If a unit member is receiving Workers' Compensation, the unit member shall be entitled to use only the amount of accumulated or available sick leave, accumulated compensation time, vacation, or other earned available leave which, when added to the Workers' Compensation award, provides a full day's wage or salary.

9. The governing board may, by rule or regulation, provide for as much additional leave of absence, paid or unpaid, as it deems appropriate and during this leave the employee may return to the person's position without suffering any loss of status or benefits. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave (Education Code Section 45192).

10. All medical appointments related to Worker's Compensation, excluding the first appointment, must be made before or after normal working hours. In the event that an appointment cannot be scheduled before or after normal working hours due to availability of a provider, the unit member shall be compensated by the District at the unit member's regular hourly rate with prior authorization from the Assistant Superintendent of Personnel or designee.

11. Periods of leave of absence for industrial accident, paid or unpaid, shall not be considered to be a break in service of the unit member.

12. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a Governing Board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

13. When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the unit member shall be employed in a vacant position in the class of their previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case they shall be listed in accordance with appropriate seniority regulations. It shall be the

responsibility of the unit member to notify the Office of Classified Personnel Services when they are available for duty.

14. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

15. A unit member who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed. It shall be the responsibility of the unit member to submit a medical release to the Office of Classified Personnel Services within the thirty-nine (39) month period.

16. Before salary payments will be made to a unit member absent because of industrial injury or illness, a report of such an accident or illness in the form required by the District must be on file in the Office of the Assistant Superintendent, Personnel Services. A Leave of Absence Form must be filed with the Classified Personnel Office.

B. LIGHT DUTY ASSIGNMENTS

1. When employees suffer work-related injuries, modified or light-duty assignments may be used to minimize lost time and may serve to facilitate the transition back to the employee's regular duties or full-time work.

2. Within the parameters of these provisions, the District, in conjunction with the unit member's immediate supervisor, shall offer such employees this kind of temporary assignment.

3. Modified or light-duty assignments shall be designed to accommodate short-term medical restrictions specified by the employee's physician. They may include work in the same job classification or a different job classification at the employee's regular salary rate. These assignments shall not be used as a means to establish new assignments or displace other employees.

4. Any employee who suffers a work-related injury shall provide the district with medical verification of their physical condition. Unless the treating physician provides a full release from work, the employee may be considered eligible for a temporary modified or light-duty assignment. If the treating physician does not specify work restrictions, the District may contact the physician to see if modified or light-duty work might be appropriate.

5. The District shall meet with the employee and their supervisor to determine whether the employee can return to their regular job with the medical restrictions specified by the physician.

6. If the employee is not able to return to their regular job with restrictions, the District shall seek a temporary, modified or light duty assignment for the employee.

7. Employees who are given such assignments shall receive written notification of the assignment.

8. If no temporary modified or light-duty assignment can be found, the employee will be placed on temporary disability, sick leave, or other available leave to the extent available until an appropriate position within the medical restrictions is found, or until the medical restrictions are lifted.

9. The District shall also monitor the status of any employee for whom the physician provided a full release from work to see if the employee could return to a temporary modified or light-duty assignment at a later date.

10. Employees offered temporary, modified duty assignments may elect to use their personal/illness leave in lieu of performing in a temporary, modified duty assignment. Refusal to perform temporary modified duty, after all leave has been exhausted, under certain circumstances, may be considered job abandonment and result in termination. If an employee rejects a temporary, modified or light-duty assignment, this refusal may provide a basis for terminating temporary disability benefits.

The District shall monitor all modified and light-duty assignments and may contact the physician for assistance in determining when the employee is ready to resume their regular duties.

ARTICLE XV

VACATIONS

A. YEARS OF SERVICE CREDIT FOR PURPOSE OF VACATION ACCRUAL

Effective July 1, 2014, service credit for purposes of vacation accrual shall be earned based on years of service to the district, for all bargaining unit members. For calculation purposes, years of service shall mean each school year worked is equal to one year of service. The date a bargaining unit member is first placed in a regular position in the Classified Service shall be the date used to determine years of service for the purposes of this rule.

B. VACATION ACCRUAL

Regular bargaining unit members shall earn vacation time at the rates indicated below. Employment service included in the calculations of earned vacation are probationary time, time on leave to serve in a limited-term assignment and period of leaves of absence with pay. Employees who work less than full time accrue vacation according to the same schedule, but prorated based on the actual hours worked.

	12-Mo		11-Mo		10-Mo	
Years of Employment Service	**days/year**	**equivalent to days per month**	**days/year**	**equivalent to days per month**	**days/year**	**equivalent to days per month**
Less than 5 years	12	1.00	11	1.00	10	1.00
Upon completion of 5 years	15	1.25	14	1.27	13	1.30
Upon completion of 10 years	17	1.42	16	1.45	15	1.50
Upon completion of 15 years	19	1.58	18	1.64	17	1.70
Upon completion of 20 years	21	1.75	20	1.82	19	1.90
Upon completion of 22 years	21	1.75	21	1.91	19	1.90
Upon completion of 24 years	21	1.75	21	1.91	21	2.10

Credit for increased vacation allowance based on years of service will be granted on the first day of the following month in which the time was earned in accordance with the schedule above.

A unit member starting in the District on a day other than the first of the month must be on the payroll a minimum of twelve (12) working days in the beginning month of employment to earn one (1) day of vacation for that month. A unit member terminating employment with the District on a day other than the last of the month

must be on the payroll a minimum of twelve (12) days in that month to earn one (1) day of vacation.

Vacation is earned only while the unit member is drawing pay from the District. It does not accrue during a vacation period at termination of service.

C. PAID VACATION

Regular unit members assigned less than twelve (12) months shall take their vacation days during the Thanksgiving, winter and spring breaks of each school year. If the number of earned vacation days exceeds the number of vacation days used when school is not in session, the excess number of earned days must be taken after the close of the school year, but prior to July 1. In the event that taking vacation at this time conflicts with District operations, with the prior approval of the site administrator, the unit member shall be paid out for the remaining vacation time.

When the number of unpaid holidays exceeds the number of vacation days which were earned in a fiscal year the District shall allow use of Personal Necessity Leave Days to cover the short-fall.

When the last day of service coincides with the last day school is in session, a unit member assigned less than twelve (12) months with remaining vacation entitlement will be compensated for such excess at their regular hourly rate.

Twelve (12) month unit members may take their vacation at any time during the year in which it is earned or during the subsequent fiscal year.

If a school site is closed on any day other than a legal or local holiday, twelve (12) month employees can elect to work or use a vacation day provided the scheduled work-day does not allow the employee to exceed one year's worth of excess vacation.

All vacation entitlement shall be scheduled as nearly possible at the convenience of the unit member in accordance with the needs of the District. Tentative vacation schedules shall be submitted and approved by the administration prior to November 1. Any change to the vacation calendar requires a two week notice when possible.

The rate at which vacation is paid shall be the unit member's current rate. A unit member whose vacation is earned and began under a given status shall suffer no loss of earned vacation salary due to changes in condition of employment.

Vacation may be used as sick leave when the unit member has no accumulated sick leave available.

D. VACATION CARRY-OVER

Twelve (12) month employees may carry forward into the next fiscal year a vacation balance not to exceed that which the employee could earn in one (1) year.

When it appears that a unit member is approaching the maximum number of vacation days, or will do so within the current fiscal year, the supervisor and the unit member shall meet and attempt to mutually schedule agreeable vacation times based on the tentative vacation schedule. If the unit member does not agree to take vacation or insists on taking vacation at a time when it will interfere with the operations of the District, the supervisor will allow the unit member to be paid for vacation days at their hourly rate for the excess accrued in that fiscal year.

A unit member shall be credited with not more than the member's annual entitlement to vacation plus the maximum amount of carry-over days to which the unit member is entitled. When such maximum limit is reached, the unit member will be compensated for such excess at their regular hourly rate in order to reduce the amount of vacation below the unit member's maximum.

E. VACATION PAY UPON SEPARATION FROM SERVICE

Any person who leaves the service of the Simi Valley Unified School District, who immediately prior to separation has been a unit member for six (6) months or more, shall be allowed a vacation leave consisting of the number of days accrued. A lump sum payment for this accrued vacation will be allowed. Upon separation from the service, a unit member shall be paid for their accumulated vacation credit at the rate of pay applicable to their last regular assignment.

ARTICLE XVI

TRANSFERS

For the purposes of the Article "transfers" shall be defined as movement of a unit member from one shift to another, one location to another, or one position to another without change to one's classification.

"Reclassification" as defined by the Merit System as a change in classification that could result in the reallocation of a position to a new class or to a class at a higher, lower or equal level according to the duties and responsibilities assigned.

A permanent unit member may be transferred at their request or for the good of the service from one position to another in the same class at the discretion of the department head(s) involved, provided that such action shall not be taken for disciplinary, punitive or preferential reasons. If more than one transfer request has been made for the same position, preference should be given to seniority, subject to other conditions being equal.

A permanent unit member may be transferred to a position in a related class on the same salary schedule. Such transfers shall be made only with the approval of the Board of Education and/or Personnel Director.

A. An employee may transfer from a position designated confidential to a position not designated confidential in a comparable class.

B. A unit member may transfer from a position not designated confidential to a position designated as confidential in a comparable class.

Transfers shall not change the unit member's salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit, or in any other manner that would reflect adversely upon the rights of the unit member, as provided in the law and these rules. No salary change shall be deemed to occur if the transfer results in termination of a differential authorized under these rules.

A unit member transferring into a comparable class from confidential to non-confidential or vice-versa shall remain on the same salary step which the unit member occupied in the original classification.

The Board of Education and/or Personnel Director shall determine whether classes are sufficiently related to permit transfer between them. Similarity of duties, minimum qualifications, examination, content, occupational group, and promotional field (above and below) shall be considered. In general, more latitude in transfers is permitted:

A. As the unit member's seniority in the classified service increases.

B. When the transfer request is based on reclassification, impending layoff, or for reasons of health.

A unit member desiring to transfer must file a Request for Transfer in the Classified Personnel Office. Requests for Transfers will be held on file for the current fiscal year only. A new Request for Transfer must be filed each fiscal year.

Qualified permanent unit members with a Request for Transfer held on file will be granted an interview along with the top three (3) ranks of the applicant pool. A permanent unit member who transfers to a position in a class in which they have not previously completed a probationary period shall be considered probationary in that class for a period of six months. At any time during the probationary period, they may be returned (transferred) to their former class without right of appeal, unless such action results in layoff, demotion, or reduction in hours as a permanent unit member who is demoted or dismissed.

Transfers shall have the following effects on seniority:

A. Within the same class -- none.

B. From one class to another -- the unit member shall not receive seniority credit in the new class for service in other classes; however, they shall retain such credit as seniority in the classified service.

A transfer shall not be used as a device to alter the sequence of impending layoff, although unit members whose positions are to be eliminated may transfer to other classes as this rule contemplates.

Involuntary transfers shall be discussed with the unit member by their immediate supervisor and/or Classified Personnel. In the even where there is an involuntary change of hours, the unit member will be notified three (3) days in advance of the change occurring. If the shift is modified three (3) or more hours, the unit member will be notified seven (7) working days prior to the change taking effect.

ARTICLE XVII

RETIREMENT PROGRAM

To be eligible for one of the Retirement Program options the unit member must qualify with the requirements outlined below.

A. Medical Benefit Requirements

A unit member may only select one medical benefit option below and cannot switch to another option.

1. Unit members who retire between the ages of fifty-five (55) and sixty-one and a half (61.5) years old and have ten (10) years of service in the District, the District shall pay three hundred ($300) per month toward employee only health insurance premiums as allowed under the District provided Medical Health Plan (medical, dental, vision) up to Medicare eligibility.

    a. If the premium of the plan selected by the retiree exceeds three hundred dollars ($300) per month, the retiree shall be responsible for paying the difference.

    b. The retiree may also at their option, and subject to the conditions set by the insurance provider, purchase additional insurance for their spouse/dependents at their own cost.

    c. If the retiree purchases their own medical insurance or in the event of relocation to an area not serviced by the selected District provided Health Plan, the District will pay the individual retiree's retirement benefit as outlined above upon receipt of evidence of coverage.

2. If the unit member retires at age sixty-one and a half (61.5) up to Medicare eligibility and have ten (10) years of service in the District, the District shall pay nine hundred dollars ($900) per month toward employee-only health insurance premiums as allowed under the District provided Medical Health Plan (medical, dental, vision) up to Medicare eligibility.

    a. If the premium of the plan selected by the retiree exceeds nine hundred dollars ($900) per month, the retiree shall be responsible for paying the difference.

    b. The retiree may also at their option, and subject to the conditions set by the insurance provider, purchase additional insurance for their spouse/dependents at their own cost.

c. If the retiree purchases their own medical insurance or in the event of relocation to an area not serviced by the selected District provided Health Plan, the District will pay the individual retiree's retirement benefit as outlined above upon receipt of evidence of coverage.

3. Unit members with ten (10) or more years of service who are already Medicare eligible at the time of retirement shall receive a reimbursement of up to three percent (3%) of their final base salary for two years to supplement their employee-only Medicare coverage, if they submit their retirement/resignation form before the February 1st "early tell" deadline. The retiree must submit proof of their Medicare payments to District Benefits Coordinator no later than June 1st of the current year for reimbursement.

4. Combination Retirement Benefit: If the unit member ages into Medicare within one (1) year after retiring from the District and California Public Employees' Retirement System (CalPERS), then they can take advantage of the monthly allotted amount while they are over sixty-three and up to sixty-five (65) outlined in Section A(2) of this article. After the unit member is of Medicare age, they will receive the proportional amount towards Medicare outlined in Section A(3) of this article. The total timespan will not exceed twenty-four (24) months.

B. Additional Requirements

1. The unit member must submit the District retirement/resignation form.

2. The unit member must retire from regular employment with the District and be officially accepted into the Public Employee Retirement System (PERS) prior to receiving the benefit. Acceptance shall be defined as monthly receipt or retirement income from PERS. Verification to the District Office shall be the responsibility of the retire.

3. Retirees may elect to postpone the Retirement Program benefit to a later date. This benefit applies only until the retiree is eligible for Medicare. In order to qualify for postponement, the employee's last PERS-eligible employer must be SVUSD.

4. The Retirement Program benefit may not be used if the retiree elects COBRA.

C. February 1st "Early-Tell" Retirement Bonus

A unit member who selects this option shall receive this benefit in addition to a retiree medical benefit.

1. Unit members who retire between the ages of fifty-five (55) and sixty-one and a half (61.5) years old and notify the District by February 1st of their retirement, effective the end of the current school year, will receive a $1,000 signing bonus.

2. Unit members who are sixty-one and a half (61.5) years of age or older and have fifteen (15) or more years of service with the District shall receive a signing bonus equal to three percent (3%) of their annual base salary (not to be less than $1,000). This provision is only for unit members who provide signed retirement/resignation papers by February 1st.

3. Unit members who are already Medicare eligible at the time of retirement shall receive a reimbursement of up to three percent (3%) of their final base salary for two years to supplement their Medicare coverage, if they submit their retirement/resignation form before the February 1st "early tell" deadline. The retiree must submit proof of their Medicare payments to District Benefits Coordinator no later than June 1st of the current year for reimbursement.

4. The Early-Tell Signing Bonus will be paid within the fiscal quarter of their retirement.

ARTICLE XVIII
HEALTH & WELFARE BENEFITS

As part of employee total compensation, the District will provide a comprehensive health and welfare benefit program for eligible unit members and their eligible dependents. The program shall include PPO plans, and HMO plans including Kaiser. Upon the annual release of the insurance rates, the parties will evaluate the impact of HMO and PPO benefit costs for the subsequent year based on:

- Prior year's unaudited actuals
- Prior year's HMO and PPO benefit rate increase.

On an annual basis, the District and CSEA will negotiate a memorandum of understanding establishing the contribution structure and the plan designs offered (after the HMO and PPO benefit rates are released) .

If a unit member works twenty (20) consecutive days at thirty (30) minutes or more above their regular assignment, the daily hour assignment shall be adjusted upward for the purpose of receiving health and welfare benefits (Ed. Code 45137).

For unit members who were first eligible for insurance on or before January 1, 1984, the District shall contribute up to the dollar cost of the highest cost HMO medical and dental insurance plans.

Unit members who were first eligible for insurance after January 1, 1984, and whose regular work assignment is twenty (20) hours or more per week up to and including thirty (30) hours per week, shall receive the prorated amount of the benefit package selected as their number of hours worked bears to forty (40).

Unit members eligible for full benefits will contribute toward the cost of medical benefits based on the annually agreed upon contribution structure, which can be accessed on the District website at www.simivalleyusd.org under benefits information.

Spouses/Domestic partners may continue with one medical plan if they were both employees and were enrolled in the CalPERS plan for the 2021 plan year. If one medical plan is chosen, the District agrees to waive the employee monthly medical contribution for medical benefits and the deductible as determined in the memorandum of understanding that establishes the contribution structure and the plan designs offered.

- Effective January 1, 2022, per Self-Insured Schools of California (SISC) policy, new employees are not eligible for the benefit and if the spouse/domestic partners of current employees has a break in medical plan coverage, they cannot return to this benefit.

Spouses/Domestic Partners of classified employees who are eligible for medical benefits through their employer and/or a retirement plan, at a cost less than or equal to $250 per month, will not be provided medical benefits through the District. Dental and Vision coverage will continue to be available, at no cost, to all spouses/domestic partners of classified employees.

Domestic partners are couples who have a Domestic Partnership registered with the State of California.

Open enrollment will occur each year. Employees will have the opportunity to evaluate the offered plans and be able to change coverage by October 1 of each year.

Each employee must receive individual dental and vision policies at no additional cost to the employee.

Prescription plan coverage is provided in individual health plan booklets and is subject to change depending on the current medical plans.

ARTICLE XIX

PROCEDURE FOR PROCESSING GRIEVANCES

A. DEFINITIONS

1. A grievance is a formal written allegation by a grievant filed on the designated grievance form that a misinterpretation, misapplication or violation of the specific terms of this Agreement has adversely affected the grievant.

2. Grievant -- an individual employee in the bargaining unit and/or the Association who alleges a grievance.

3. As used in this Grievance procedure, a "day" is any day in which the Educational Service Center is open for business.

B. GENERAL PROVISIONS

1. The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure. If the grievant is unable to be present due to an absence from duty caused by illness, injury, or other emergency, the processing of the grievance shall be deferred until the employee returns to duty.

2. The reasonable time for processing grievances will include time for both the person alleging the grievance and one additional person, if desired by the person alleging the grievance. At the request of the grievant, an appointment will be made with the immediate supervisor.

3. During the formal steps of a grievance, the person conducting the meeting will determine the amount of time needed for the meeting and so notify the individuals involved. These individuals will be granted the released time without loss of compensation for the period of time designated for the meeting.

4. Both parties agree that information regarding the grievance shall be kept as confidential as possible.

5. Since it is important that grievances be processed as rapidly as possible, the time limits are specified at each level and every effort should be made to

adhere to such limits. The time limits may, however, be extended by mutual agreement. A decision rendered at any step in these procedures becomes final and the grievance deemed resolved unless appealed at the next higher level within the time limits specified. All rights of appeal entitled by the grievant shall also be available to the management supervisors involved.

6. A grievance which affects more than one unit member in a work site or unit members in more than one work site may be initiated at Step 2 of the Formal Level.

C. INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve their problem by an informal conference with the immediate supervisor. The grievant must identify the conference as an informal level grievance.

D. FORMAL LEVEL

STEP 1

Within thirty (30) days after the occurrence of the act or omission giving rise to the alleged grievance, the grievant must present the grievance in writing on the designated form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance. It shall include the specific provision of this Agreement (alleged to have been violated), the circumstances involved, the remedy sought and shall be signed and submitted by the grievant.

The supervisor shall communicate their decision to the grievant in writing within fifteen (I5) days after receiving the grievance. If the supervisor does not respond within the time limit, the grievant may appeal to the next step.

Within the above time limit, either party may request a personal conference.

STEP 2

In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision to the next level supervisor within ten (10) days. This appeal shall be in the form of a written statement and should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason(s) for the appeal. The next level supervisor or the grievant may request a personal conference within the above time limits. The next level supervisor shall communicate their decision to the grievant within ten (10) days. If the supervisor does not respond within the time limits, the grievant may appeal to the next step.

STEP 3

If the grievant is not satisfied with the decision at Step 2, the grievant may, within fifteen (15) days, appeal the decision of the next level supervisor directly to the Superintendent. This appeal shall be in writing and shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reason for the appeal to the Superintendent.

The Superintendent or their designee, shall communicate their decision to the grievant within fifteen (15) days. The Superintendent or grievant may request a personal conference within the above time limit.

STEP 4

If the aggrieved person is not satisfied with the disposition of their grievance at Step 3, they may, within ten (10) days after a decision by the Superintendent or their designee, request in writing that the Association submit their grievance to arbitration in accordance with the rules and procedures delineated in this Article. The Association, by written notice to the Superintendent or their designee, within thirty (30) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California Conciliation Service. In any event, the parties shall then be bound by the rules and procedures of the California Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said service.

The arbitrator's decision shall be in writing and set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power and authority to make any decisions which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator's findings will be submitted to the Superintendent and the Association, and will be considered final and binding upon the parties to this Agreement.

All costs for the services of the arbitrator, including, but not limited to per diem expenses, their travel, and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them. Either party may request a court reporter to record

the arbitration hearing, the costs to be paid by the requesting party. If the arbitrator requests a court reporter, the costs therefore shall be borne equally by the District and the Association.

ARTICLE XX

TRANSPORTATION

This Article is to address matters that are unique to bargaining unit members assigned to the Student Safety & Transit Department (SS&T). It is not intended to preclude the application of this entire Agreement to such unit members. Rights and procedures outlined in this Article take precedence over similar articles elsewhere in this agreement and apply to SS&T exclusively.

All provisions under this Article shall be based on a rotational seniority basis calculated at the beginning of each semester.

Seniority shall be calculated based on the unit member's number of hours worked within their current classification.

A. DEFINITIONS

1. Extra Work Assignments are defined as any assignment over and above the regularly assigned daily hours.

2. Additional Transportation Department Work is only performed outside of unit member's regularly assigned work hours yet within regular Transportation Department hours and includes:
   a. Moving of District property from one site to another, or property from location to location within a site
   b. Washing and waxing school buses and other transportation department vehicles
   c. Upholstery repair and/or replacement
   d. Light clerical and office duties (answering phones, making copies and filing)
   e. Transferring District vehicles to outside repair facilities.
   f. Stocking inventory and supplies
   g. Warehouse duties, stocking and storing District property for inventory or liquidation
   h. Minor repair of Transportation year facilities
   i. Disposal of waste
   j. Recycling used materials
   k. Route covers outside of regularly assigned hours

3. Field Trips are the transportation of students, school district personnel, or other individuals and community members and include:
   a. School activity trips
   b. Athletic activity trips

c. Community Group trips

4. The work year will align with the approved calendar. In the even that a unit member works a mandated vacation day, that mandated vacation day must be taken after the last day of school and prior to July 1.

5. Equalization of overtime/additional hours: In accordance with Article XII, Hours and Overtime, section D, Overtime/additional hours shall be distributed on a rotational seniority basis. In addition to rotational seniority, these hours shall be distributed equitably based on accumulated overtime/additional hours each semester. This ensures that eligible employees have an equal opportunity to work a balanced number of overtime/additional hours.

B. ASSIGNMENTS

1. No less than one (1) week prior to the start of the school year, all school bus routes (including the schedule and projected route times) will be posted for voluntary review. All school routes will be bid by seniority no less than two (2) days prior to the start of the school year.

2. Only the Director of Student Safety & Transit or designee and employee actively bidding on the route may be present in the area of the bidding location

3. Drivers with qualifications for operating school buses shall only bid school routes. Such drivers may be assigned car or van routes as the operational needs of the District require. The Director of Student Safety and Transit shall be the final authority in determining the qualifications and specific assignment for individual drivers.

4. Bus Drivers and Passenger Vehicle Drivers will be allowed up to thirty (30) minutes daily for inspection, cleaning and fueling each assigned vehicle in addition to thirty (30) minutes to complete required paperwork including daily inspection, hours of duty, time sheets and defect reports and is to be included within the unit member's assigned hours.

5. When needed, drivers of propane fueled buses will be allotted up to an additional thirty (30) minutes per day to fuel their buses within the unit member's assigned hours.

6. When needed drivers of compressed natural gas (CNG) buses will be allotted up to an additional sixty (60) for fueling per incident when required to go off-site to fuel the assigned bus. Drivers may charge this time to additional work time if the required assigned hours have been fulfilled.

7. The District will provide up to a maximum of fifteen (15) hours per year of paid time to all regular bus drivers for compliance with State regulations for Drivers License/Training renewal. Bus drivers will be responsible for all licensing and certification fees.

8. Mechanics with the highest seniority in classification shall have the first choice of shift.

C. EXTRA WORK ASSIGNMENTS

1. Requests for extra work assignments (additional transportation department work and/or field trips) are to be submitted at the beginning of each semester and shall remain in effect until the end of the semester.

2. Drivers will be given the option to be placed on one or both lists to perform the following extra assignment lists:
    a. Additional Transportation Department Work
    b. Field Trips

3. The employee with the most seniority shall be given first offer on the individual extra work assignments list. An eligible employee who declines a field trip assignment will have the number of hours actually worked by the replacement driver added to the total hours tabulated for equalization as defined in this article. The offer for an individual extra work assignment shall be given to the next most senior employee until every unit member has been given the opportunity to secure additional hours.

4. Refusals- All refusals and turndowns must be verified in writing on the prescribed approved refusal form. The form must be signed and dated by the driver refusing the extra work assignment. All forms must be kept on file and maintained by the Department of Student Safety and Transit. The driver shall also receive a copy of the form upon signing and turning it in.

5. In the event all bus drivers on the field trip list have refused or are not available for a field trip assignment, the trip shall be offered to qualified drivers on the Additional Transportation Department Work list.

6. In the event all bus drivers on the Additional Transportation Department Work list have refused or are not available for an assignment, the extra time shall be offered to drivers on the Field Trip list.

7. Hours Allotted – Trip Cancellation. Every effort will be made to notify the employee of a trip cancellation as far in advance as possible. If a field trip is canceled on site (exclusive of Saturday or Sunday), the driver will be entitled to two (2) hours of pay at the appropriate hourly rate. If the trip is canceled at the site on a Saturday or

Sunday, then the employee will be paid a minimum of four (4) hours at the appropriate hourly rate.

8. Illness – Any bus driver absent due to illness the day prior to a scheduled field trip may be removed, and the trip will be assigned to the next eligible bus driver. Bus drivers assigned as a replacement for an absent bus driver may turn down the assignment with no refusal being charged.

9. Recess/Vacated/Adjusted Assignments
    a. Recess, Vacated and Adjusted assignments will be open for bid following the procedure for regular route assignment. All Recess and Vacated route assignments will be conspicuously posted as soon as the route becomes available for a minimum of three (3) working days prior to the bid.
    b. Recess, Vacated and Adjusted routes will be open for bidding by rotational seniority after the three (3) day posting period.
    c. A Recess route assignment may be offered to a substitute driver only after the assignment is declined by all permanent unit members.

10. Displacement Rights
    a. For the purposes of this section, displacement rights are the rights of a school bus driver and passenger vehicle driver to bid on a route currently assigned to another school bus driver or passenger vehicle driver with less seniority for which they are qualified.
    b. Displacement rights occur when a school bus driver's or passenger vehicle driver's daily route schedule is increased by thirty (30) minutes or more or decreased by thirty (30) minutes or more. A schedule change shall be put into practice for five (5) days before displacement rights occur, unless mutually agreed otherwise.
    c. New route, Vacated route or Adjusted route assignments will be conspicuously posted for three (3) working days during which time bidding shall take place and the route will be awarded to the driver with the highest seniority unless declined.

11. Outside of Simi Valley Unified School District Routes
    a. School bus drivers and passenger vehicle drivers assigned to SVUSD school bus routes are required to take vacation when SVUSD schools are in recess. School bus drivers and passenger vehicle drivers assigned to routes for schools outside of SVUSD, will take vacation in accordance with the schedule dictated by the school they are assigned to. Drivers assigned to schools outside of SVUSD will not be allowed to earn extra hours while their assigned school is in recess.

12. Substitute Employees
    a. Substitute employees may not be offered any additional work at Transportation unless all available work has been offered to and declined by all

regular permanent Transportation employees.

13. Covers and Additional Driving Hours
    a. Bus drivers and passenger vehicle drivers may be required to drive additional students on their morning or afternoon assigned route in order to fill their assigned working hours or as District needs require.
    b. Any hours above the regularly scheduled driving assignment may be added to the driver's morning or afternoon route only when mutually agreed upon.

D. AVAILABILITY OF INFORMATION

1. The following assignments and lists will be physically posted and/or available by electronic means

    a. After bidding and assignment of all routes, a master list of qualifications shall be physically posted and/or available by electronic means. CSEA will be provided a copy of the master list upon request.
    b. Drivers Lists (including bus assignment, assigned hours, school assignment, and extra work assignments) will be updated as changes occur.
    c. Overtime hours list (Monthly)
    d. Extra Work Assignments
        i. Field Trip assignments including driver, bus number, destination and projected time of assignment. [(A minimum of two (2) weeks prior to trip date when available)]
        ii. Additional Transportation Department Work with location and projected time of assignment (assignments will be posted before the employees p.m. check out time prior to the scheduled day of work).
    e. Pre-school cover routes (No later than 9 a.m. on the day of departure)
    f. Field trip driver Weekday Rotation list (Weekly)
    g. New Route or Vacated Route Assignments (as they occur)
    h. Seniority List from district (start of each Semester)

E. SUMMER RECESS ASSIGNMENTS

1. Summer School / Extended School Year

    a. Bus Drivers and passenger vehicle drivers must apply for summer school assignments per the established procedures of the Classified Personnel Services Department.
    b. Assignments will be determined per the guidelines for all summer school placement, or agreed upon by CSEA and the District.
    c. Bus drivers and passenger vehicle drivers will be assigned summer school driving

routes on the basis of seniority.

d. Substitute drivers will only be offered routes in the event no permanent driver is available to fill the route.
e. Bus drivers and passenger vehicle drivers selected to work the summer school program shall be paid for a minimum of four (4) hours at their appropriate rate of pay.

2. Extra Hours Outside Summer School / Extended School Year

Any extra hours available during the summer recess, above and beyond the summer school program, will be assigned in the following order (based on seniority):

a. Regular bus drivers and passenger vehicle drivers who appropriately applied for a summer school assignment, who were not assigned a summer school route.
b. Regular bus drivers and passenger vehicle drivers who were late applying for summer school.
c. Regular bus drivers and passenger vehicle drivers who were assigned a regular summer school route.
d. Regular bus drivers and passenger vehicle drivers who did not apply for summer school, and subsequently notified the Director of Student Safety and Transit of their interest in working extra hours
e. If the above distribution of extra hours has been exhausted, the remaining hours may be offered to substitute employees.

F. TRANSPORTATION ADVISORY COMMITTEE

1. The Transportation Advisory Committee (TAC) shall meet as needed by either party, but not less than once a semester on dates mutually agreed upon by the parties to review and discuss transportation department/employee concerns. The TAC shall consist of the Transportation Director, Dispatcher, Driver Trainer, Lead Mechanic and up to six (6) representatives appointed by the CSEA Chapter President or designee, of which two (2) shall be bus drivers and one (1) passenger vehicle driver. Participation on the committee is voluntary. Minutes shall be taken by an appointed Secretary and submitted to the Assistant Superintendent of Personnel Services.

G. AUDITING

1. Upon request, the Chapter President or an appointed designee shall receive from payroll and transportation a schedule of all hours worked/refused/paid for each transportation employee every pay period for purposes of auditing.

2. If Transportation Management fails to follow rotational seniority for any of the above-mentioned processes, the drivers negatively affected will be offered the next comparable extra duty assignment(s).

ARTICLE XXI

DURATION

The term of this Agreement shall be from July 1, 2024 through June 30, 2027, with re-openers in the second and third years of the Agreement. In addition to Article X, Wages and Article XVIII, Health and Welfare Benefits, each party shall have the right to open two (2) additional articles of their choice each year.

ARTICLE XXII

SAVINGS CLAUSE

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

The parties agree to meet and review the effect of said legal decision. It is further agreed that, if legally required, the parties will meet to negotiate a replacement provision within thirty (30) days after such determination.

ARTICLE XXIII

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over State laws to the extent permitted by State law; that, where applicable, the Board Policies, Administrative Regulations, and Merit System Rules shall be changed to conform to the provisions of this Contract; and that in the absence of specific provisions in this Agreement, such practices and procedures are now discretionary with the District. If the absence of specific provisions are within the scope of representation, both parties shall agree to negotiate the effects.

ARTICLE XXIV

CONCLUSIVENESS OF AGREEMENT

During the period of this Agreement, the terms of this Contract shall not be opened to future negotiations, except as specified under "Duration of Agreement," unless by mutual consent. This agreement reflects the understandings of the parties. All Memorandums of Understanding (MOUs) shall be considered a part of this agreement and valid for the duration of the contract unless otherwise specified.

In addition to the above, the parties agree to engage in an ongoing consultation process to resolve matters of mutual concern.

ARTICLE XXV

USE OF VOLUNTEERS

A. Preamble: The parties agree that the work of parents, students, friends, and other volunteers is an important and appreciated contribution to the school community. At the same time, the parties recognize that measures must be taken to guarantee that our facilities not be compromised. Further, the parties recognize that the wealth of experience available in the community is a resource that should be used in appropriate ways to enrich the educational program and strengthen our schools' relationships with the homes, businesses, industries, public agencies and private institutions of our community. The parties encourage parents and other members of the community to share their special knowledge and abilities with our students.

The parties acknowledge that volunteers may be individuals, students, parents/guardians, members of the community, professional experts as well as persons from organized community and public agency programs and are not unit members performing work within their classification.

B. Intent: It is the intent of the District to use volunteers in accordance with Section 36021 of the Education Code. Except as authorized by law and this Agreement, the District will not abolish classified positions and, subsequently, utilize volunteer workers, nor will volunteers be used in lieu of classified unit members who are laid off as a result of the abolition of a position nor will the District refuse to employ a person in a vacant classified position and use volunteer workers in lieu thereof.

C. Volunteers: Volunteers may be authorized by CSEA, Chapter 310 President provided the appropriate classified personnel (maintenance, custodial, or grounds) are utilized at overtime rates to ensure volunteer work does not interfere with or undermine the work of classified personnel. Anytime the site is to be used for a volunteer project, the site shall provide a custodian for the overtime with a two (2) hour minimum to open, clean, and secure the facility. The volunteers are not to be used to supplant regular work normally or customarily assigned to bargaining unit members on a routine basis. Projects utilizing volunteers would be of "finite duration" which is defined as projects which, upon completion, will not be extended or needed on a continuing basis. When non-management work crew supervision is necessary, it will be provided by unit members in the affected area. The District will determine if supervision is necessary.

D. Materials: Management personnel in charge of the project are responsible for the security and care of materials, tools, and equipment which will be furnished and/or approved by District management personnel in the responsibility area. Any loaning of materials, tools and equipment to volunteers will be at the discretion of the

manager in the responsibility area who may require that the volunteer(s) be tested on ability to run equipment to assure safe operation both for the equipment and the user.

E. Security and Safety: Safety and common sense cannot be overemphasized. Volunteers will follow all federal, state, and local laws and regulations regarding safety: the number of volunteers will be held to a manageable level. Some jobs may require personal protective equipment such as gloves, goggles, dust masks and the like. The manager in the responsibility area will make the volunteer group leader aware of these safety requirements and members of the group shall be provided with the items. All participants are expected to abide by all safety regulations.

F. Supervision/Training: The management personnel in charge of the project will assure that volunteers are adults or supervised students who have some knowledge of work techniques required: if necessary, the manager of the responsibility area will supply elementary training. Work guidelines will be clearly defined.

G. Quality of Work/District Expectation: All volunteer work and materials shall be offered at the highest possible standard with the understanding that the public, parents, students and staff will not differentiate this work from that of a regular district unit member or of a hired contractor. Where appropriate, district technical specifications will be provided and those specifications will serve as the necessary guidelines for the job, including adherence to materials, selection, and work quality. Volunteers are responsible for meeting standards of quality of work requirements, all district expectations, and all clean-up of all areas, materials, and equipment. Management personnel in charge of the project are responsible for assuring that all tools are returned to the appropriate department in clean and serviceable condition.

H. Advance Notice: Advance notice must be given to the Associate Superintendent, Business Services and Facilities before the use of volunteers. Notification must be submitted in writing via the District Use of Volunteers notification form not less than five (5) working days to Facilities and Planning in order to alert other appropriate District personnel and CSEA. If any concerns exist regarding the request, the Associate Superintendent, Business Services and Facilities shall be notified immediately. A conference shall be held as soon as possible in an effort to resolve the concerns.

I. Legality: Any volunteer work performed by classified unit members shall be in accordance with federal and state laws.

ARTICLE XXVI

DISCIPLINARY PROCEDURES

Exclusive Disciplinary Procedure: Discipline shall be imposed upon Bargaining Unit Members only pursuant to this Article. Performance Evaluations are not considered to be disciplinary. A permanent unit member will be evaluated once a year.

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards and instances of an employee violating a District policy, Merit System rule, or the law. The primary purpose of progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

Disciplinary Matters

Prior to any meeting intended for disciplinary action, the Bargaining Unit Member shall be informed in advance and shall be given written notice not less than two (2) working days of their right to have a representative to be present at the meeting with the employee.

Effect of Article: The Disciplinary Procedure herein shall prevail over any and all District policies and/or practices pursuant to disciplinary action imposed upon a Bargaining Unit Member. The procedure(s) shall further prevail over any and all Merit System Rules. The only exceptions shall be that if any law, rule, and/or regulation provides a Bargaining Unit Member subject to disciplinary action more rights and/or regulations provided herein, then such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.

Cause: Discipline shall be imposed on Bargaining Unit Members only for just cause as determined by law and/or prescribed in the SVUSD Personnel Commission Rules (Merit System Rules), and only pursuant to the procedures outlined herein, (see Appendix D: MS Rule 6.70.1, 6.70.3, 6.70.4, 6.70.5 - Disciplinary Action and Appeal). Disciplinary action is deemed to be any action which deprives any Bargaining Unit Member of any classification or incident of employment of classification in which the Bargaining Unit Member has permanent status and includes but is not limited to: dismissal, demotion, suspension, written reprimand, or any type of derogatory material placed into a Bargaining Unit Member's personnel file. No disciplinary action shall be taken on a current issue based on the documentation in the employee's personnel file which is in excess of two (2) years.

Progressive Discipline: Prior to imposing formal disciplinary action against a Bargaining Unit Member, the District shall follow the principles of progressive discipline consisting of: oral warnings, written warnings, written reprimands, suspension, and termination. The District maintains the right to skip steps of progressive discipline in cases where the safety of District employees, students or the public might be in question, or in cases of theft or intentional damage to District property or willful violations of law.

Step One: Oral Warning

Prior to any formal disciplinary action, the Bargaining Unit Member shall be orally notified by their immediate supervisor that a deficiency in their job performance has been observed. At this informal meeting, the Unit Member shall be informed that the meeting constitutes the first step of the progressive discipline process. The unit member will be informed of the specific areas of their service which need improvement and, where appropriate, the supervisor shall prepare a plan for assistance which will help the employee correct any deficiencies and provide for a time period for improvement. This shall be an informal meeting and no record shall be included in the employee's permanent personnel file of this meeting at this time, however, a conference summary shall be documented for the supervisor's site file. A unit member's signature is only an acknowledgement of receipt of the conference summary and not an agreement with the contents. Should the progressive discipline proceed to Step Two, records of this meeting may be included with further documentation of deficiencies. The supervisor shall then review the Bargaining Unit Member's performance after a period of not less than ten (10) working days from the date of the informal meeting, except in cases where the safety of District employees, students or the public might be in question, or in cases of theft or intentional damage to District property or willful violations of law.

Step Two: Written Warning

If after Step One, the Bargaining Unit Member has not improved in the specific areas outlined in step one, the Bargaining Unit Member's immediate supervisor, or designee, shall meet with the unit member and present a written warning letter. The warning letter shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement. The warning letter shall not include any incidents or deficiencies, which were not discussed in the Step One level above. The warning letter shall not be placed into the affected Bargaining Unit Member's personnel file. Should the progressive discipline proceed to Step Three, records of this meeting may be included with further documentation of deficiencies. The supervisor shall then review the bargaining Unit Member's performance after a period of not less than fifteen (15) working days with a weekly check-in from the date of the written warning, except in cases where the safety of District employees, students or the public might be in question, or in cases of theft or intentional damage to District property or willful violations of law. A minimum of two (2) check-ins must be documented.

Step Three: Letter of Reprimand

If after Step Two the Bargaining Unit Member has not improved in their job performance, the Bargaining Unit Member's immediate supervisor, or designee, shall meet with the unit member and present a written letter of reprimand. The letter of reprimand shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement. The letter of reprimand shall not include any incidents or deficiencies, which were not discussed in the Step One level above. The letter of reprimand shall not be placed into the affected Bargaining Unit Member's personnel file until they have been given ten (10) working days to respond. The supervisor shall then

review the bargaining Unit Member's performance after a period of not less than ten (10) working days with a weekly check-in from the date of the letter of reprimand, except in cases where the safety of District employees, students or the public might be in question, or in cases of theft or intentional damage to District property or willful violations of law. A minimum of two (2) check-ins must be documented.

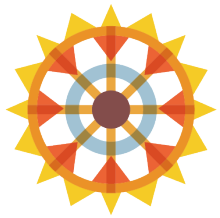
Step Four: Suspension

If it is noted after Step Three above has been applied, that the Bargaining Unit Member has not improved in their job performance, the Bargaining Unit Member's immediate supervisor, or designee, may make a recommendation to the Superintendent that the Bargaining Unit Member's deficient job performance warrants a suspension without pay for a period not to exceed twenty (20) working days, as deemed appropriate.

Step Five: Further Action

No less than thirty (30) days after Step Four above has been applied, and if it is noted that the Bargaining Unit Member has not improved their job performance, and being that all the above procedures have been followed, the District Superintendent may make a recommendation to the Governing Board that further disciplinary action be taken against the Bargaining Unit Member which may include any of the following: demotion, suspension, reduction in hours or classification, transfer or reassignment without the Bargaining Unit Member's voluntary written consent, written reprimand, or termination, as deemed appropriate. A notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedures as outlined in SVUSD Personnel Commission Rule 6.70.

Association Rights: The Association shall be notified of any disciplinary action to be taken against a Bargaining Unit Member. Further, the Association shall be provided with copies of any and all relevant materials related to a disciplinary action.



Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX A

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE
FISCAL YEAR 2024/2025

4% increase was effective as of 7/1/24, retroactive to 1/1/24.

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
54	$ 3,071.41	$ 17.72	3,224.99	$ 18.61	$ 3,386.23	$ 19.54	$ 3,555.54	$ 20.51	$ 3,733.32	$ 21.54
55	$ 3,102.13	$ 17.90	3,257.24	$ 18.79	$ 3,420.09	$ 19.73	$ 3,591.10	$ 20.72	$ 3,770.66	$ 21.75
56	$ 3,133.15	$ 18.08	3,289.81	$ 18.98	$ 3,454.30	$ 19.93	$ 3,627.01	$ 20.93	$ 3,808.37	$ 21.97
57	$ 3,164.48	$ 18.26	3,322.71	$ 19.17	$ 3,488.84	$ 20.13	$ 3,663.29	$ 21.13	$ 3,846.45	$ 22.19
58	$ 3,196.13	$ 18.44	3,355.93	$ 19.36	$ 3,523.73	$ 20.33	$ 3,699.91	$ 21.35	$ 3,884.91	$ 22.41
59	$ 3,228.09	$ 18.62	3,389.50	$ 19.56	$ 3,558.96	$ 20.53	$ 3,736.92	$ 21.56	$ 3,923.76	$ 22.64
60	$ 3,260.37	$ 18.81	3,423.39	$ 19.75	$ 3,594.55	$ 20.74	$ 3,774.28	$ 21.78	$ 3,963.00	$ 22.86
61	$ 3,292.97	$ 19.00	3,457.63	$ 19.95	$ 3,630.50	$ 20.95	$ 3,812.03	$ 21.99	$ 4,002.63	$ 23.09
62	$ 3,325.90	$ 19.19	3,492.20	$ 20.15	$ 3,666.81	$ 21.16	$ 3,850.14	$ 22.21	$ 4,042.66	$ 23.32
63	$ 3,359.16	$ 19.38	3,527.12	$ 20.35	$ 3,703.47	$ 21.37	$ 3,888.65	$ 22.43	$ 4,083.08	$ 23.56
64	$ 3,392.75	$ 19.57	3,562.40	$ 20.55	$ 3,740.51	$ 21.58	$ 3,927.54	$ 22.66	$ 4,123.91	$ 23.79
65	$ 3,426.68	$ 19.77	3,598.02	$ 20.76	$ 3,777.91	$ 21.80	$ 3,966.81	$ 22.89	$ 4,165.15	$ 24.03
66	$ 3,460.94	$ 19.97	3,634.00	$ 20.97	$ 3,815.70	$ 22.01	$ 4,006.48	$ 23.11	$ 4,206.80	$ 24.27
67	$ 3,495.55	$ 20.17	3,670.34	$ 21.18	$ 3,853.86	$ 22.23	$ 4,046.55	$ 23.35	$ 4,248.87	$ 24.51
68	$ 3,530.51	$ 20.37	3,707.04	$ 21.39	$ 3,892.39	$ 22.46	$ 4,087.01	$ 23.58	$ 4,291.36	$ 24.76
69	$ 3,565.82	$ 20.57	3,744.10	$ 21.60	$ 3,931.31	$ 22.68	$ 4,127.87	$ 23.82	$ 4,334.27	$ 25.01
70	$ 3,601.48	$ 20.78	3,781.54	$ 21.82	$ 3,970.63	$ 22.91	$ 4,169.16	$ 24.05	$ 4,377.62	$ 25.26
71	$ 3,637.49	$ 20.99	3,819.37	$ 22.04	$ 4,010.33	$ 23.14	$ 4,210.85	$ 24.29	$ 4,421.39	$ 25.51
72	$ 3,673.86	$ 21.20	3,857.56	$ 22.26	$ 4,050.44	$ 23.37	$ 4,252.96	$ 24.54	$ 4,465.60	$ 25.76
73	$ 3,710.61	$ 21.41	3,896.13	$ 22.48	$ 4,090.94	$ 23.60	$ 4,295.49	$ 24.78	$ 4,510.26	$ 26.02
74	$ 3,747.71	$ 21.62	3,935.10	$ 22.70	$ 4,131.85	$ 23.84	$ 4,338.44	$ 25.03	$ 4,555.37	$ 26.28
75	$ 3,785.18	$ 21.84	3,974.44	$ 22.93	$ 4,173.17	$ 24.08	$ 4,381.82	$ 25.28	$ 4,600.92	$ 26.54
76	$ 3,823.04	$ 22.06	4,014.19	$ 23.16	$ 4,214.90	$ 24.32	$ 4,425.65	$ 25.53	$ 4,646.93	$ 26.81
77	$ 3,861.27	$ 22.28	4,054.34	$ 23.39	$ 4,257.05	$ 24.56	$ 4,469.90	$ 25.79	$ 4,693.40	$ 27.08
78	$ 3,899.89	$ 22.50	4,094.88	$ 23.62	$ 4,299.62	$ 24.81	$ 4,514.60	$ 26.05	$ 4,740.33	$ 27.35
79	$ 3,938.88	$ 22.72	4,135.82	$ 23.86	$ 4,342.61	$ 25.05	$ 4,559.74	$ 26.31	$ 4,787.73	$ 27.62
80	$ 3,978.27	$ 22.95	4,177.18	$ 24.10	$ 4,386.04	$ 25.30	$ 4,605.35	$ 26.57	$ 4,835.62	$ 27.90
81	$ 4,018.05	$ 23.18	4,218.96	$ 24.34	$ 4,429.90	$ 25.56	$ 4,651.40	$ 26.84	$ 4,883.96	$ 28.18
82	$ 4,058.24	$ 23.41	4,261.14	$ 24.58	$ 4,474.20	$ 25.81	$ 4,697.91	$ 27.10	$ 4,932.80	$ 28.46
83	$ 4,098.82	$ 23.65	4,303.76	$ 24.83	$ 4,518.95	$ 26.07	$ 4,744.89	$ 27.37	$ 4,982.13	$ 28.74
84	$ 4,139.80	$ 23.88	4,346.79	$ 25.08	$ 4,564.13	$ 26.33	$ 4,792.34	$ 27.65	$ 5,031.96	$ 29.03
85	$ 4,181.21	$ 24.12	4,390.26	$ 25.33	$ 4,609.77	$ 26.60	$ 4,840.26	$ 27.93	$ 5,082.27	$ 29.32

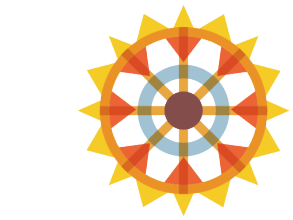
86	$	4,223.01	$	24.36		4,434.16	$	25.58	$	4,655.87	$	26.86	$	4,888.67	$	28.20	$	5,133.10	$	29.61
87	$	4,265.25	$	24.61		4,478.50	$	25.84	$	4,702.43	$	27.13	$	4,937.56	$	28.49	$	5,184.43	$	29.91
88	$	4,307.90	$	24.85		4,523.29	$	26.10	$	4,749.45	$	27.40	$	4,986.92	$	28.77	$	5,236.28	$	30.21
89	$	4,350.98	$	25.10		4,568.52	$	26.36	$	4,796.95	$	27.68	$	5,036.79	$	29.06	$	5,288.64	$	30.51
90	$	4,394.49	$	25.35		4,614.21	$	26.62	$	4,844.92	$	27.95	$	5,087.16	$	29.35	$	5,341.52	$	30.82
91	$	4,438.43	$	25.61		4,660.35	$	26.89	$	4,893.37	$	28.23	$	5,138.04	$	29.64	$	5,394.94	$	31.13
92	$	4,482.82	$	25.86		4,706.96	$	27.16	$	4,942.30	$	28.51	$	5,189.41	$	29.94	$	5,448.88	$	31.44
93	$	4,527.64	$	26.12		4,754.03	$	27.43	$	4,991.73	$	28.80	$	5,241.31	$	30.24	$	5,503.38	$	31.75
94	$	4,572.92	$	26.38		4,801.57	$	27.70	$	5,041.64	$	29.09	$	5,293.72	$	30.54	$	5,558.42	$	32.07
95	$	4,618.65	$	26.65		4,849.58	$	27.98	$	5,092.06	$	29.38	$	5,346.66	$	30.85	$	5,613.99	$	32.39
96	$	4,664.84	$	26.91		4,898.08	$	28.26	$	5,142.98	$	29.67	$	5,400.13	$	31.16	$	5,670.13	$	32.71
97	$	4,711.48	$	27.18		4,947.05	$	28.54	$	5,194.40	$	29.97	$	5,454.12	$	31.47	$	5,726.83	$	33.04
98	$	4,758.59	$	27.45		4,996.52	$	28.83	$	5,246.35	$	30.27	$	5,508.67	$	31.78	$	5,784.11	$	33.37
99	$	4,806.18	$	27.73		5,046.50	$	29.11	$	5,298.82	$	30.57	$	5,563.76	$	32.10	$	5,841.94	$	33.70
100	$	4,854.24	$	28.01		5,096.96	$	29.41	$	5,351.81	$	30.88	$	5,619.39	$	32.42	$	5,900.37	$	34.04
101	$	4,902.79	$	28.29		5,147.93	$	29.70	$	5,405.33	$	31.19	$	5,675.59	$	32.74	$	5,959.37	$	34.38
102	$	4,951.81	$	28.57		5,199.41	$	30.00	$	5,459.38	$	31.50	$	5,732.34	$	33.07	$	6,018.96	$	34.73
103	$	5,001.33	$	28.85		5,251.40	$	30.30	$	5,513.97	$	31.81	$	5,789.67	$	33.40	$	6,079.15	$	35.07
104	$	5,051.34	$	29.14		5,303.92	$	30.60	$	5,569.11	$	32.13	$	5,847.57	$	33.74	$	6,139.94	$	35.42
105	$	5,101.86	$	29.43		5,356.96	$	30.91	$	5,624.80	$	32.45	$	5,906.04	$	34.07	$	6,201.34	$	35.78
106	$	5,152.88	$	29.73		5,410.53	$	31.22	$	5,681.05	$	32.78	$	5,965.10	$	34.41	$	6,263.36	$	36.14
107	$	5,204.41	$	30.03		5,464.63	$	31.53	$	5,737.86	$	33.10	$	6,024.75	$	34.76	$	6,325.99	$	36.50
108	$	5,256.45	$	30.33		5,519.27	$	31.84	$	5,795.23	$	33.43	$	6,085.00	$	35.11	$	6,389.25	$	36.86
109	$	5,309.01	$	30.63		5,574.46	$	32.16	$	5,853.19	$	33.77	$	6,145.85	$	35.46	$	6,453.14	$	37.23
110	$	5,362.10	$	30.94		5,630.21	$	32.48	$	5,911.72	$	34.11	$	6,207.30	$	35.81	$	6,517.67	$	37.60
111	$	5,415.73	$	31.25		5,686.51	$	32.81	$	5,970.84	$	34.45	$	6,269.38	$	36.17	$	6,582.85	$	37.98
112	$	5,469.88	$	31.56		5,743.38	$	33.14	$	6,030.54	$	34.79	$	6,332.07	$	36.53	$	6,648.68	$	38.36
113	$	5,524.58	$	31.87		5,800.81	$	33.47	$	6,090.85	$	35.14	$	6,395.40	$	36.90	$	6,715.17	$	38.74
114	$	5,579.83	$	32.19		5,858.82	$	33.80	$	6,151.76	$	35.49	$	6,459.35	$	37.27	$	6,782.32	$	39.13
115	$	5,635.62	$	32.51		5,917.41	$	34.14	$	6,213.28	$	35.85	$	6,523.94	$	37.64	$	6,850.14	$	39.52
116	$	5,691.98	$	32.84		5,976.58	$	34.48	$	6,275.41	$	36.20	$	6,589.18	$	38.02	$	6,918.64	$	39.92
117	$	5,748.90	$	33.17		6,036.35	$	34.83	$	6,338.17	$	36.57	$	6,655.07	$	38.40	$	6,987.82	$	40.32
118	$	5,806.39	$	33.50		6,096.71	$	35.17	$	6,401.54	$	36.93	$	6,721.62	$	38.78	$	7,057.71	$	40.72
119	$	5,864.46	$	33.83		6,157.67	$	35.53	$	6,465.57	$	37.30	$	6,788.84	$	39.17	$	7,128.28	$	41.13
120	$	5,923.10	$	34.17		6,219.25	$	35.88	$	6,530.22	$	37.68	$	6,856.73	$	39.56	$	7,199.57	$	41.54
121	$	5,982.33	$	34.51		6,281.44	$	36.24	$	6,595.52	$	38.05	$	6,925.30	$	39.95	$	7,271.57	$	41.95
122	$	6,042.15	$	34.86		6,344.26	$	36.60	$	6,661.48	$	38.43	$	6,994.55	$	40.35	$	7,344.27	$	42.37
123	$	6,102.57	$	35.21		6,407.71	$	36.97	$	6,728.09	$	38.82	$	7,064.49	$	40.76	$	7,417.72	$	42.80
124	$	6,163.60	$	35.56		6,471.78	$	37.34	$	6,795.37	$	39.20	$	7,135.14	$	41.17	$	7,491.90	$	43.22
125	$	6,225.24	$	35.92		6,536.50	$	37.71	$	6,863.32	$	39.60	$	7,206.49	$	41.58	$	7,566.81	$	43.66

126	$ 6,287.49	$	36.27	6,601.87	$	38.09	$ 6,931.95	$	39.99	$ 7,278.55	$	41.99	$ 7,642.48	$	44.09
127	$ 6,350.36	$	36.64	6,667.89	$	38.47	$ 7,001.28	$	40.39	$ 7,351.34	$	42.41	$ 7,718.91	$	44.53
128	$ 6,413.87	$	37.00	6,734.56	$	38.85	$ 7,071.29	$	40.80	$ 7,424.85	$	42.84	$ 7,796.10	$	44.98
129	$ 6,478.00	$	37.37	6,801.91	$	39.24	$ 7,142.00	$	41.20	$ 7,499.11	$	43.26	$ 7,874.06	$	45.43
130	$ 6,542.79	$	37.75	6,869.93	$	39.63	$ 7,213.42	$	41.62	$ 7,574.09	$	43.70	$ 7,952.80	$	45.88
131	$ 6,608.21	$	38.13	6,938.63	$	40.03	$ 7,285.55	$	42.03	$ 7,649.83	$	44.13	$ 8,032.33	$	46.34
132	$ 6,674.29	$	38.51	7,008.01	$	40.43	$ 7,358.42	$	42.45	$ 7,726.34	$	44.58	$ 8,112.66	$	46.80
133	$ 6,741.04	$	38.89	7,078.09	$	40.84	$ 7,432.00	$	42.88	$ 7,803.60	$	45.02	$ 8,193.78	$	47.27
134	$ 6,808.45	$	39.28	7,148.88	$	41.24	$ 7,506.31	$	43.31	$ 7,881.63	$	45.47	$ 8,275.72	$	47.75
135	$ 6,876.53	$	39.67	7,220.37	$	41.66	$ 7,581.38	$	43.74	$ 7,960.45	$	45.93	$ 8,358.47	$	48.22
136	$ 6,945.30	$	40.07	7,292.56	$	42.07	$ 7,657.20	$	44.18	$ 8,040.05	$	46.39	$ 8,442.05	$	48.71
137	$ 7,014.76	$	40.47	7,365.49	$	42.49	$ 7,733.76	$	44.62	$ 8,120.46	$	46.85	$ 8,526.48	$	49.19
138	$ 7,084.91	$	40.88	7,439.15	$	42.92	$ 7,811.11	$	45.06	$ 8,201.66	$	47.32	$ 8,611.74	$	49.68
139	$ 7,155.75	$	41.28	7,513.54	$	43.35	$ 7,889.21	$	45.52	$ 8,283.67	$	47.79	$ 8,697.86	$	50.18
140	$ 7,227.30	$	41.70	7,588.67	$	43.78	$ 7,968.11	$	45.97	$ 8,366.51	$	48.27	$ 8,784.84	$	50.68
141	$ 7,299.58	$	42.11	7,664.56	$	44.22	$ 8,047.79	$	46.43	$ 8,450.18	$	48.75	$ 8,872.69	$	51.19
142	$ 7,372.58	$	42.53	7,741.21	$	44.66	$ 8,128.27	$	46.89	$ 8,534.68	$	49.24	$ 8,961.41	$	51.70
143	$ 7,446.31	$	42.96	7,818.62	$	45.11	$ 8,209.55	$	47.36	$ 8,620.03	$	49.73	$ 9,051.03	$	52.22
144	$ 7,520.77	$	43.39	7,896.80	$	45.56	$ 8,291.65	$	47.84	$ 8,706.22	$	50.23	$ 9,141.54	$	52.74
145	$ 7,595.97	$	43.82	7,975.77	$	46.01	$ 8,374.56	$	48.32	$ 8,793.29	$	50.73	$ 9,232.95	$	53.27
146	$ 7,671.93	$	44.26	8,055.53	$	46.48	$ 8,458.31	$	48.80	$ 8,881.23	$	51.24	$ 9,325.28	$	53.80
147	$ 7,748.66	$	44.70	8,136.09	$	46.94	$ 8,542.89	$	49.29	$ 8,970.03	$	51.75	$ 9,418.53	$	54.34
148	$ 7,826.14	$	45.15	8,217.45	$	47.41	$ 8,628.32	$	49.78	$ 9,059.73	$	52.27	$ 9,512.72	$	54.88
149	$ 7,904.41	$	45.60	8,299.62	$	47.88	$ 8,714.60	$	50.28	$ 9,150.34	$	52.79	$ 9,607.85	$	55.43
150	$ 7,983.45	$	46.06	8,382.62	$	48.36	$ 8,801.75	$	50.78	$ 9,241.84	$	53.32	$ 9,703.93	$	55.99
151	$ 8,063.28	$	46.52	8,466.44	$	48.85	$ 8,889.76	$	51.29	$ 9,334.25	$	53.85	$ 9,800.97	$	56.55
152	$ 8,143.91	$	46.98	8,551.11	$	49.33	$ 8,978.66	$	51.80	$ 9,427.60	$	54.39	$ 9,898.98	$	57.11
153	$ 8,225.35	$	47.45	8,636.62	$	49.83	$ 9,068.45	$	52.32	$ 9,521.88	$	54.93	$ 9,997.97	$	57.68
154	$ 8,307.60	$	47.93	8,722.99	$	50.33	$ 9,159.13	$	52.84	$ 9,617.09	$	55.48	$ 10,097.94	$	58.26
155	$ 8,390.68	$	48.41	8,810.21	$	50.83	$ 9,250.73	$	53.37	$ 9,713.26	$	56.04	$ 10,198.93	$	58.84
156	$ 8,474.59	$	48.89	8,898.31	$	51.34	$ 9,343.24	$	53.90	$ 9,810.39	$	56.60	$ 10,300.91	$	59.43
157	$ 8,559.34	$	49.38	8,987.30	$	51.85	$ 9,436.67	$	54.44	$ 9,908.50	$	57.17	$ 10,403.92	$	60.02
158	$ 8,644.93	$	49.88	9,077.17	$	52.37	$ 9,531.03	$	54.99	$ 10,007.59	$	57.74	$ 10,507.96	$	60.62
159	$ 8,731.37	$	50.37	9,167.94	$	52.89	$ 9,626.34	$	55.54	$ 10,107.66	$	58.31	$ 10,613.04	$	61.23
160	$ 8,818.69	$	50.88	9,259.62	$	53.42	$ 9,722.61	$	56.09	$ 10,208.73	$	58.90	$ 10,719.18	$	61.84
161	$ 8,906.87	$	51.39	9,352.22	$	53.96	$ 9,819.84	$	56.65	$ 10,310.82	$	59.49	$ 10,826.37	$	62.46
162	$ 8,995.95	$	51.90	9,445.74	$	54.50	$ 9,918.03	$	57.22	$ 10,413.94	$	60.08	$ 10,934.63	$	63.09
163	$ 9,085.91	$	52.42	9,540.20	$	55.04	$ 10,017.21	$	57.79	$ 10,518.07	$	60.68	$ 11,043.98	$	63.72
164	$ 9,176.76	$	52.94	9,635.60	$	55.59	$ 10,117.38	$	58.37	$ 10,623.25	$	61.29	$ 11,154.42	$	64.35
165	$ 9,268.53	$	53.47	9,731.96	$	56.15	$ 10,218.55	$	58.95	$ 10,729.48	$	61.90	$ 11,265.96	$	65.00

166	$ 9,361.22	$ 54.01	9,829.28	$ 56.71	$ 10,320.74	$ 59.54	$ 10,836.78	$ 62.52	$ 11,378.62	$ 65.65
167	$ 9,454.83	$ 54.55	9,927.57	$ 57.28	$ 10,423.95	$ 60.14	$ 10,945.15	$ 63.15	$ 11,492.41	$ 66.30
168	$ 9,549.37	$ 55.09	10,026.85	$ 57.85	$ 10,528.19	$ 60.74	$ 11,054.60	$ 63.78	$ 11,607.33	$ 66.97
169	$ 9,644.87	$ 55.64	10,127.11	$ 58.43	$ 10,633.47	$ 61.35	$ 11,165.15	$ 64.42	$ 11,723.40	$ 67.64
170	$ 9,741.32	$ 56.20	10,228.39	$ 59.01	$ 10,739.81	$ 61.96	$ 11,276.79	$ 65.06	$ 11,840.64	$ 68.31

LONGEVITY SCHEDULE

Years of Service	Longevity
10 years	2.50%
15 years	5.00%
20 years	7.50%
25 years	10.00%
30 years	12.50%
35 years	15.00%



APPENDIX B

CSEA GRIEVANCE COMPLAINT FORM
Simi Valley Chapter 310

GRIEVANCE #: _____ **Date:** _____

Grievant Name: _____ Job Title/Grade: _____

Employer is in violation of Contract Article(s)/Section(s):

_____

_____

STATEMENT BY GRIEVANT OR UNION:

_____

_____

_____

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RELIEF OR REMEDY SOUGHT:

_____

_____

_____

_____

_____ _____ _____ _____

Grievant Signature Date Union Representative Signature Date

STEP 1 **Date:** _____ **Time:** _____

_____

_____

_____

_____

_____

_____

Signed:_____ Title:_____ Date:_____

STEP 2 **Date:** _____ **Time:** _____

_____

_____

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_____

_____

_____

Signed:_____ Title:_____ Date:_____

STEP 3 **Date:** _____ **Time:** _____

_____

_____

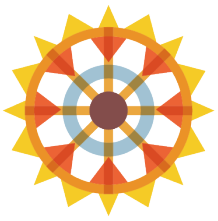
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Signed:_____ Title:_____ Date:_____



Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX C

6.70 DISCIPLINARY ACTION AND APPEAL

6.70.1 Causes for Suspension, Demotion, Dismissal

Persons employed in the Classified Service may be suspended, demoted or dismissed for causes such as:

A. Attendance
1. Absence for three consecutive work days without proper notice or approved leave shall constitute abandonment of position.
2. Substantial abuse of leave privileges.
3. Failure to follow established practices for reporting absences.
4. Frequent unexcused absences or tardiness.

B. Conduct
1. Acts of dishonesty on the job.
2. Inappropriate treatment of fellow employees.
3. Inappropriate treatment of the public.
4. Discrimination based upon protected classification including, but not limited to, actual or perceived ancestry, age, color, disability, genetic information, gender, gender identity, and gender expression, marital status, medical condition, national origin, race, religion, sex and sexual orientation, or as specified in District rules or regulations.
5. Immoral conduct on the job.
6. Sexual harassment.
7. Willful failure to exercise good conduct which tends to injure the public entity.
8. Willful failure to follow directions (insubordination).

C. Criminal Records/Acts
1. A record of one or more convictions which indicates a poor employment risk.
2. Acts of theft on the job.
3. Conviction of a felony or crimes involving moral turpitude.
4. Failure to disclose material facts regarding criminal records.
5. Failure to report for review of criminal records.

D. Health and Safety
1. Addiction to or illegal use of narcotics or controlled substances.
2. Discovery of any physical, emotional, or mental condition which would preclude acceptance of a probationary eligible for assignment.
3. Disregard of safety regulations.
4. Failure to report for health examination after due notice.
5. Frequent accidents resulting in injury to persons or damage to District property.
6. Possession, use of, or under the influence of alcohol, narcotics, or controlled substances while on duty without specific medical prescription.
7. Failure to maintain any license or certificate required for the job.
8. Uninsurability.
9. For individuals in safety-sensitive positions, failure to participate in good faith in any mandated alcohol or substance screenings, or a screening with a positive result.

E. Work Habits
1. Inattention to or dereliction of assigned tasks.
2. Inability to perform assigned tasks.
3. Inefficiency in the performance of assigned tasks.
4. Consecutive evaluations of less than satisfactory nature.

F. Political
1. Advocating the overthrow of the United States Government or the Government of California by force, or unlawful means.
2. Engaging in political activity during assigned hours and days of employment.

G. Regulations, Rules, Laws
1. Three documented disciplinary actions (suspensions or demotions), may be cause for dismissal.
2. Providing false or misleading material information on applications, examinations, and other District records.
3. Willful, or persistent, violation of the Education Code, rules and regulations, procedures of the Personnel Commission or Policy and Administrative Regulations of the Board of Education.

6.70.3 Appeal

A. A permanent employee who has been suspended, demoted or dismissed, may appeal to the Personnel Commission within 10 working days after having been furnished with a copy of the action of the Board of Education.

B. Appeal can be made only on the following grounds:

1. That the procedure set forth in Rules 6.70.1 and 6.70.2 have not been followed.

2. That the action was taken because of political affiliations or religious beliefs, ancestry, age, color, disability, genetic information, gender, gender identity, and gender expression, marital status, medical condition, national origin, race, religion, sex and sexual orientation.

3. That there has been abuse in discretion by the appointing authority or recommending authority.

4. That the action taken by the Governing Board was not in accord with the facts.

5. Penalty invoked is excessive.

C. Failure to specify a particular ground for appeal shall constitute the employee's waiver of the right to pursue an appeal on that ground.

D. Failure on the part of the employee to file an appeal within the specified 10 working days shall be construed as an admission of the truth of the charges made against him. The judgment sought by the Board of Education shall be entered forthwith by the Personnel Commission.

E. The notice to appeal must be signed by the concerned employee. It must further state the address at which the employee resides and may be expected to receive all future correspondence, notices or documents relating to the appeal.

F. The concerned employee may be represented by counsel or may designate any other person. The notice of appeal must state, if known, the name and mailing address of the employee's representative.

G. The Personnel Director shall not advise or make recommendations to the Commission regarding any disciplinary action appealed to the Commission under Section 45305, if the Personnel Director is the party who brought the action against the employee.

H. A permanent employee who has not served the full probationary period for a promotional class and who is demoted to the class from which promoted may request an investigation by the Commission within 10 working days after the receipt

of the copy of written charges. The request for the investigation shall be based only on one or more of the five grounds provided above for appeals. The Commission shall conduct an investigation confined to the grounds set forth in charges and in the request for the investigation, but shall be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Governing Board and the employee in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminating action, the Commission may order a formal hearing. The decision of the Commission after any formal hearing shall be binding on the Governing Board.

6.70.4 Hearing Procedure

A. The Personnel Commission may conduct hearings on appeal or may appoint a hearing officer to conduct the hearing and report findings and recommendations to the Commission.

In the event the Personnel Commission conducts the hearing itself, the Personnel Director shall have the authority to take any and all actions necessary to ensure a timely and orderly hearing process, including but not limited to, requiring submission of the parties' witness lists, exhibit lists, requests for subpoenas before the hearing on a date selected by the Director, and attendance at pre-hearing conferences if s/he deems one more necessary. In the event the Personnel Commission appoints a hearing officer to conduct the hearing, the hearing officer shall have this authority. Failure to adhere to the deadlines established by the Director or the hearing officer may have a limiting effect on the parties' submission of testimony and evidence.

B. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission or its designated hearing officer shall not be invalidated by any informality in the proceedings.

C. The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

D. Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense.

E. Each side will be allowed to examine and cross-examine witnesses.

F. The Personnel Commission, the Board, and the employee may be represented by legal counsel or other designated representatives.

G. The Personnel Commission, its Director, or its hearing officer may, and shall, if requested by the Board or the employee, subpoena witnesses and/or require the production of records or other material evidence.

H. The Commission, its Director, or the hearing officer may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

I. Whether the hearing is held in a public or closed session, the Commission after it concludes the hearing, may deliberate its decision in closed session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberations. If the Director or any staff member is not serving full time for the Commission and/or was a witness in the proceedings, he/she shall also be barred from the Commission's final deliberations. If its counsel also served as counsel for the Board, he/she shall be barred from the Commission's final deliberation.

J. The Commission shall render its judgment as soon after the conclusion of the hearing as possible. Its decision shall set forth which charges, if any, are sustained and the reasons therefor. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented and the penalty, if any. The findings may be stated in the language of the pleadings or by references thereto. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail.

   If the matter is heard by an appointed hearing officer, the hearing officer shall present the Commission with a proposed decision as soon as possible, but in no event later than 10 working days after the record is closed. The Director, at his/her discretion, may extend this timeline. The hearing officer's decision shall set forth which charges, if any, are sustained and the reasons therefor. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented and the penalty, if any. The findings may be stated in the language of the pleadings or by references thereto. Copies of the decision shall be delivered to the Director on behalf of the Commission. As soon as possible thereafter, the Commission shall meet to consider the proposed decision.

K. The Commission may sustain or reject any or all of the charges filed against the employee. It may sustain, reject or modify the disciplinary action invoked against the employee. It may not provide for discipline more stringent than that invoked by the Board. If the Commission desires to reject a proposed decision of a hearing officer, it shall be required to review the entire record, including a transcript or recording of the hearing, before rendering a decision consistent with 6.70.4.J.

L. The Commission's order of judgment will be filed with the Board and the charged employee, and will set forth its findings and decisions. If a disciplinary action is not sustained, its order shall set forth the effective date of the action ordered by the Commission.

M. If the Commission sustains the employee, it may order paid all or part of his/her full compensation from the time of suspension, demotion, or dismissal, and it shall order his/her reinstatement upon such terms and conditions as it may determine appropriate.

N. The Commission may direct such other action as it may find necessary to effect a settlement of the appeal, including but not limited to, compensation for all or part of the legitimate expenses incurred in pursuit of the appeal, seniority credit for off-duty time pending reinstatement, transfer or change of location of the employee, and expunction from the employee's personnel record of disciplinary actions, cause and charges which were not sustained by the Commission.

Upon receipt of the Commission's written decision, the Board shall forthwith comply with the provisions thereof. When the Board has fully complied with the Commission's decision, it shall so notify the Commission in writing.

O. The parties may have the hearing reported by a certified court reporter, and the Director shall cooperate with the employee or his/her representative in making space available in the hearing room for the court reporter. The employee or his/her representative shall make all arrangements for the court reporter and shall pay all costs involved in having the proceedings recorded and a transcript prepared.

6.70.5 Disqualification of Hearing Officer or Commission Member

A hearing officer or Commission member shall voluntarily disqualify him/herself and withdraw from any appeal in which s/he cannot afford a fair and impartial hearing or consideration. Any party may request the disqualification of any hearing officer or Commission member by filing an affidavit, prior to the taking of evidence at a hearing, stating with particularity the grounds upon which it is claimed that a fair and impartial hearing cannot be accorded. When the request concerns a Commission member, the issue shall be determined by the other members of the Commission. When the request concerns the hearing officer, the issue shall be determined by the Commission. No Commission member shall withdraw voluntarily or be subject to disqualification if his disqualification would prevent the existence of a quorum qualified to act in the particular appeal.

Rule 6.70 revised July 10, 2013

TENTATIVE AGREEMENT BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SIMI VALLEY CHAPTER #310

SUCCESSOR AGREEMENT 2024-2027

This Tentative Agreement is entered into by and between the Simi Valley Unified School District (District) and California School Employees Association and its Simi Valley Chapter #310 (Association) in settlement of negotiations for a successor agreement to the contract that expires on June 30, 2024.

The following Articles have been revised and set forth in the attachments:

Article I – Preamble
Article III – No Strike
Article VI – Organizational Rights
Article VII - Leaves
Article VIII - Safety
Article IX - Holidays
Article X – Wages
Article XIII – Layoff and Reduction of Hours
Article XVII – Retirement Program
Article XVIII – Health & Welfare Benefits
Article XX – Transportation
Article XXI - Duration

Except as expressly set forth herein, the remainder of the Agreement shall be unchanged. This Tentative Agreement including attachments constitutes the entire agreement of the parties. All other proposals were deemed withdrawn.

This Agreement shall not be final and binding until approved by all parties.

For the District:

DocuSigned by:
Julie Ellis

DocuSigned by:

DocuSigned by:
Sean Goldman

For the Association:

DocuSigned by:

DocuSigned by:
Ricki Rubino

DocuSigned by:
Elaine Johnson

DocuSigned by:
Mrs. Erin Taggart
8FAA74E5

DocuSigned by:
Pedro Avila
6ADD664C8

DocuSigned by:
Shawn Rumble
4FCCE120

DocuSigned by:
Shay Lundstrom
74E8233F

DocuSigned by:
10B43D118

Date: 6/14/2024

DocuSigned by:
88FA0FD4

DocuSigned by:
226CA

DocuSigned by:

Date: 6/14/2024

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