

**TENTATIVE AGREEMENT
BETWEEN**

**SALINAS CITY ELEMENTARY SCHOOL DISTRICT ("SCESD")
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 149 ("CSEA"),**

FOR 2025 -2028 SUCCESSOR NEGOTIATIONS

This Tentative Agreement is entered into between the Salinas City Elementary School District ("District" or "SCESD") and the California School Employees Association and its Chapter 149, ("CSEA" or "Association") in completion of reopener negotiations for the 2025-2028, collectively referred to as "the Parties." The subjects mentioned below include all matters the District and CSEA have agreed to during their negotiations affecting the successor agreement for the 2025-2028 collectively bargained agreement.

Following ratification by CSEA's Members and approval by the Governing Board of the District of this Tentative Agreement, the Parties will meet to prepare, update, exchange, and approve revisions to complete the publication of the full collective bargaining agreement (2025-2028 Master Agreement) in effect through June 30, 2028.

This concludes negotiations between the Parties for the 2025-2028 contract term as defined in **Article XXV: Duration**, with the following reopeners:

- | | |
|----------------------|--|
| For 2026-2027 | <ul style="list-style-type: none">-Article V – Organizational Security and Dues Deduction;-Article VII - Hours of Employment;-Article VIII - Pay and Allowance;-Article IX - Health and Welfare; and-Up to one (1) additional Article of each Party's choice. |
| For 2027-2028 | <ul style="list-style-type: none">-Article VIII - Pay and Allowance;-Article IX - Health and Welfare, and-Up to (2) additional Articles of each Party's choice. |

The Parties agree that subjects that were proposed and/or discussed during bargaining but which are not included herein are considered withdrawn and given no force or effect.

The Parties have also agreed to revisions and modifications of the following specific articles of the CBA, attached hereto as follows:

Attachment	Article	Title
A	Article I	Recognition
B	Article II	Organizational Privileges & Responsibilities
C	Article III	Release Time
D	Article VIII	Pay and Allowance
E	Article IX	Health and Welfare
F	Article XIII	Leaves
G	Article XIV	Transfer & Promotion
H	Article XXV	Duration
I	Article XXVI	Professional Growth
<u>NEW APPENDICES TO TENTATIVE AGREEMENT</u>		
<i>I</i>	In Re Comparable Worth Docs:	<i>1. <u>Summary of Agreed Upon Range Adjustments Table</u></i> <i>2. <u>Relevant Revised / New Job Descriptions</u></i>

The Parties have also agreed to remove, revise, and/or re-letter the following appendices from the current Master Contract (2021-2024 edition) and incorporate all new appendices:

Appendix	Title
A	REMOVE and incorporate in Article I, Recognition: Classifications Represented by CSEA
B	RENUMBER: Dues Schedule/ Service Fee Schedule
C-1, C-2, C-3, C-4	REMOVE, Replace, Renumber: Salary Schedules with agreed 2025-2026 Salary Schedule
D	RENUMBER: Evaluation Forms
D-2	RENUMBER: Performance Improvement Plan
E	RENUMBER: Grievance Process and Forms
No #	REMOVE; RENUMBER: Incorporate into Article VIII of the CBA: June 24, 2016 – MOU: Administration of Emergency Medication:
No #	NUMBER: Job Description Study Historical Docs: 1. November 9, 2022 Side Letter of Agreement JOB DESCRIPTION STUDY; 2. June 12, 2018 Side Letter of Agreement JOB DESCRIPTION STUDY
	ADD NEW AND NUMBER In Re Comparable Worth Docs: 1. Summary of Agreed Upon Range Adjustments Table 2. Relevant Revised / New Job Descriptions
No #	REMOVE: January 6, 2022 Agreement re Minimum Wage
No #	REMOVE: October 4, 2023, MOU Re Library Technician
No #	REMOVE: November 28, 2023, MOU re Food Service Increase in Hours
No #	REMOVE: January 9, 2025, Tentative Agreement
No #	REMOVE: January 9, 2025, MOU Re 2024-2025 Filling of Classified Bargaining Unit Vacancies
No #	REMOVE: March 7, 2025, MOU Re Reduction of Hours: Preschool Instructional Associate and Paraeducator I, Assigned to Preschool Full-day Program
No #	RENUMBER: New Employee Orientation Side Letter
No #	<i>If ratified and approved: ADD; NUMBER: March 17, 2026 - MOU –Program Administrative Assistant and El Gabilan Parent Coordinator)</i>

In re Article VIII - Pay and Allowance:

The District and CSEA agree to implement the range placement adjustments to specific classifications following their Comparable Worth analysis. The agreed-upon Comparable Worth adjustments are reflected in the table attached hereto as **Appendix 1**. These placement adjustments will be made effective July 1, 2025.

For the 2025-2026 year, the District agrees to increase the 2024-2025 salary schedule by 1.0 % effective July 1, 2025, for all active unit members who are employed at the time of CSEA's and the District's ratification and approval of its 2025-2026 Tentative Agreement.

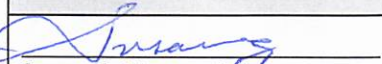
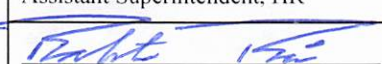
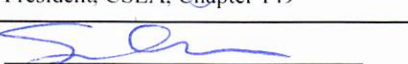
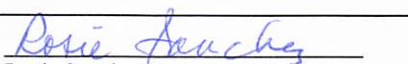
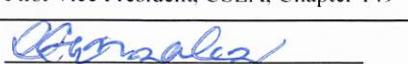
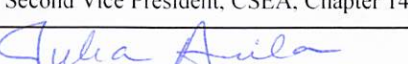
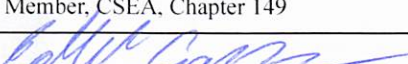
Retroactive compensation on these amounts will be paid for the adjustment to the base salary only and will be paid by or about the second pay period following ratification and approval of the Tentative Agreement.

Revisions to other portions of Article VIII - Pay and Allowance are reflected in **Attachment D** hereto.

The Parties further agree that following ratification and approval of this Tentative Agreement, the Parties will meet within 30 days to begin to revise and update the Master Agreement for the 2025-2028 years and to complete an update for publication by September 15, 2026. The Parties will also reformat the master agreement as may be needed for uniformity and will replace Roman numerals with Cardinal numbering throughout.

This Tentative Agreement shall not be final and binding until ratified by the CSEA Members and approved by the Governing Board of the Salinas City Elementary School District.

The signatures below acknowledge that this Tentative Agreement was prepared, reviewed, and reached by the Parties' representatives on May 27, 2026, and that their respective representatives agree to submit this to their respective members and Board in support of its ratification and approval.

For SCESD	Date	For CSEA	Date
 Susana C. Mancera-Juarez Assistant Superintendent, HR	5/27/26	 Connie Rojas-Bahr President, CSEA, Chapter 149	5/27/26
 Roberto Rios Director, HR	5/27/26	 Samantha Chavez Lead Negotiator, CSEA, Chapter 149	5/27/26
 Paul Rodriguez Principal	5/27/26	 Isabela Telles LRR, CSEA	5/27/26
		 Rosie Sanchez First Vice President, CSEA, Chapter 149	5/27/26
		 Carina Gonzalez Second Vice President, CSEA, Chapter 149	5/27/26
		 Julia Avila Member, CSEA, Chapter 149	5/27/26
		 Eddie Gonzalez Member, CSEA, Chapter 149	5/27/26

ATTACHMENT A

**ARTICLE I
RECOGNITION**

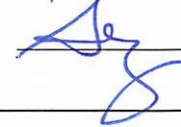
The District hereby recognizes CSEA as the exclusive representative for all classified employees holding ~~those positions listed in Appendix A, attached hereto and incorporated by reference as part of this Agreement~~ the positions listed below. All newly created positions, except those lawfully designated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

Appendix A

1	Accounting Specialist	23	Library Technician
2	Administrative Assistant I	24	Licensed Vocational Nurse
3	Administrative Assistant II	25	Maintenance Technician II
4	Administrative Assistant III	26	Maintenance Technician III
5	Bus Driver	27	Maintenance Technician Lead
6	Bus Driver Instructor	28	Migrant Family & Health Services Advocate
7	Campus Supervisor	29	Migrant Identification, Recruitment, and Family Services Liaison
8	Certified Behavior Technician	30	Network and Systems Analyst I
9	Computer Technician	31	Network and Systems Analyst II
10	Credential Analyst	32	Nutrition Associate
11	Custodian	33	Para-educator I
12	Delivery Truck Driver	34	Para-educator II
13	English Learner Site Liaison	35	Para-educator III
14	Food Service Truck Driver/Warehouse Worker	36	Preschool Associate Teacher
15	Grounds Team Lead	37	Program Administrative Assistant
16	Groundskeeper/Machine Operator	38	School-Community Liaison
17	Health Services Technician	39	Student Information System Specialist
18	Human Resources Specialist	40	Student Information Technician
19	Infrastructure Systems Specialist	41	Translator/Interpreter
20	Lead Cook	42	Vehicle Rider
21	Lead Custodian	43	Vehicle/Van Driver
22	Lead Nutrition Associate	44	BLANK Row

ATTACHMENT B

5/27/26



IT, UP

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ARTICLE II

ORGANIZATIONAL PRIVILEGES AND
RESPONSIBILITIES

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

- A. ~~CSEA Building Reps shall be excused from their regular duties without loss of pay for time spent while attending the monthly building rep meeting with the Superintendent / Designee when it is conducted during their normal working hours.~~ The District agrees to allow release time for up to three (3) CSEA representatives to attend monthly meetings with the District pertaining to collaboration between labor and management and/or employee-employer relations. The Superintendent shall make every effort to attend at least one (1) of these monthly meetings.
- B. A Chapter officer or a steward shall be allowed a reasonable period of release time without loss of pay for the processing of a grievance or representational matter. Such time allowance shall be deemed necessary in order to provide for a timely settlement of a formal grievance complaint.
- C. CSEA reserves the right to appoint bargaining unit members to handle union business.
 1. CSEA shall provide the Superintendent / Designee with an annual list of names of:
 - a. All CSEA Chapter Officers, Executive Board Members and Stewards responsible for processing grievances by January 15.
 - b. All CSEA Site Representatives by October 1.
 2. CSEA will provide the District with an updated list anytime there is a change to the listed persons in these CSEA offices/positions.
 3. Providing these lists to the District shall not restrict CSEA's or members' rights to add or remove representatives from these offices/positions or otherwise restrict members' union representation.
 4. The offices/positions referenced are identified as follows:
 - a. A "Chapter Officer" refers to those elected by CSEA.
 - b. A "Site Representative" ("Site Rep") refers to those appointed by CSEA.

c. A "Steward" responsible for processing a grievance and representational matters refers to: those appointed by CSEA to conduct representational matters.

~~D. The CSEA Representative may visit the District during operating hours for purposes consistent with this Agreement and afforded access to areas in which employees work, providing permission is obtained from the Superintendent/Designee.~~

The CSEA Labor Relations Representative ("LRR") may visit the District during operating hours for purposes consistent with this Agreement, provided forty-eight (48) hours advance notice is given to the Superintendent/Designee, except in instances of emergencies, in which case the LRR notice shall not be less than one (1) hour.

This provision shall not be interpreted to limit or prohibit CSEA's ability to represent its unit members or unit members' ability to fully exercise their Weingarten Rights to have union representation at meetings with management that could lead to potential discipline. For safety and security purposes, all CSEA representatives will comply with sign-in requirements at the sites and District facilities.

- E. The privilege of holding meetings on District property, provided permission is obtained after completion of the appropriate District Facilities Use Request Use of Facilities Form (CSD-165), and the meetings do not interfere with the operational services of the District.
- F. The privilege of using District equipment to prepare for negotiations, with District approval, provided there is no conflict with the District usage, that they are operated by the people who normally operate them, ~~and further provided that the CSEA agrees to reimburse the District for any cost incurred.~~
- G. The privilege of using, without charge, bulletin board space at all school locations, use of the school mail system, distribution boxes, and other means of communication for posting or transmission of material dealing with proper or legitimate business material of CSEA. Such materials will not be slanderous or libelous in relation to the Board, District personnel, or District programs. They shall not incite employees to violate rules and regulations of the Board or the State laws that govern the operation of the District. A copy of all such materials will be provided to the Superintendent/Designee.

ATTACHMENT C

**ARTICLE III
RELEASE TIME**

- A. The District shall grant reasonable periods of release time to a reasonable number of unit members for the purpose of planning and participating in negotiations. No more than one (1) employee from each department shall be released at one time.
- B. Members of the CSEA Negotiating Team shall, upon notice to arrangement with their immediate supervisor, be excused from their regular duties without loss of pay for time spent in negotiations or other scheduled occasions with the District or its representatives, if conducted during working hours. The unit members will enter their absences in the District's employee absence management system no later than five (5) workdays before their attendance to permit the District to arrange for coverage, or as soon as possible before attending a meeting with less than five (5) days advance notice.
- C. ~~Bargaining~~ Unit members, whose assigned work hours occur after the end of the normal school day, shall be granted release time for the purpose of voting in the ratification of the unit's contract. This release time shall include the time necessary to travel to and from the work site to the meeting site, to listen to the explanation of the new contract language, and to vote. These members shall then return to work and shall not be required to make up time missed.
- D. One (1) ~~classified employee~~ unit member shall be granted release time to attend all Joint Powers Agreement (JPA) Board of Directors meetings. The District shall be responsible to keep CSEA apprised of all meeting dates, times, places, and copies of minutes from such meetings.
- E. The District agrees to permit release time for ~~four (4)~~ five (5) ~~employees~~ unit members to represent CSEA Chapter #149 at the CSEA Annual Summer Conference not to exceed five (5) working days per ~~employee~~ unit member per year. Each of the ~~four (4)~~ five (5) ~~employees~~ unit members shall be from different schools/departments; however, exceptions may be made by the Superintendent or his/her designee. This shall pertain to ~~employees~~ unit members working at the time of the conference.
- F. The District agrees to provide ~~bargaining~~ unit members, whose assigned work hours occur after 6:00 p.m., up to a maximum of two (2) hours release time beginning at 6:00 p.m. to attend up to four (4) CSEA Chapter events per year as follows:

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

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

- G. ~~Salinas City Elementary School~~ ~~The District shall provide reasonable release time for Classified employees Bargaining Unit Members-unit members upon CSEA's request, for released time not provided for in this article, as long as CSEA provides reasonable notice and pays all the costs associated with granting the release time.~~
- H. The District shall provide release time for up to two (2) unit members (each one from a different site) to present at the District's New Employee Orientation (NEO). CSEA will designate the unit members to be released and give the District at least one (1) week advance notice. The designated unit members will enter their absence in the District's employee absence management system no later than five (5) workdays before their absence.



ATTACHMENT D

CRB 6.14.26
 AT, CRR / Ag 5/14/26

**ARTICLE VIII
 PAY AND ALLOWANCES**

A. Wages

1. Implementation of Comparable Worth Adjustments: The District and CSEA agree to implement the range placements adjustments to specific classifications following their Comparable Worth analysis. The agreed upon Comparable Worth adjustments are reflected in the table attached hereto as Appendix . These placement adjustments will be made effective July 1, 2025.
2. For the 2025-2026 year, the District agrees to increase the 2024-2025 salary schedule by 1.0 % effective July 1, 2025, for all active unit members who are employed at the time of CSEA's and the District's ratification and approval of its 2025-2026 Tentative Agreement.
3. The Parties agree to re-open and negotiate wages for the 2026-2027 and 2027-2028 years.

B. Longevity:

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

Years of Completed Service	Percentage Stipend
After 10 years	5%
After 15 years	10%
After 20 years	15%
After 25 years	20%
After 30 years	25%

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

When the District proposes to create a new position/classification, the District

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

- C. Section 125 Flexible Benefit Plan shall be made available to all unit members provided there is no cost to the District.
- D. Initial Salary Step Placement of Employees:
1. Incoming employees shall be credited with a maximum of three (3) years of experience as follows:
 - a. Employment in another school district:
 - (1) One (1) year credit for each year of employment in the same job class.
 - (2) One (1) year credit for each two (2) years of employment in a related job classification as listed in the ~~Salinas City Elementary School~~ District Salary Schedule.
 - b. Employment other than a school district:
 - (1) One (1) year credit for each two (2) years of employment in a position, as determined by the Superintendent or his/her designee comparable to the position to which the employee has been hired.
 2. All unit members hired on the same date shall be placed on the seniority list by lottery in relative order of the outcome within thirty (30) days of the hire date. This will establish their order of seniority.
- E. Salary Placement of Unit Members Upon Promotion:
1. Unit members who promote from one position to another in the same class will be placed, when available, on a step column that reflects no less than a five percent (5%) pay increase.
 2. Unit members who promote from one class to another will be placed on the first step column that reflects a pay increase of no less than five percent (5%).
- F. Regular Rate of Pay:
1. The regular rate of pay for each position shall be in accordance with the rates established for each classification as set forth in the approved

salary schedule.

2. Regular rate of pay does not include longevity increments and/or any professional growth rate increases.
3. Any additional hours worked that are not part of the regular assigned work hours will be considered miscellaneous pay. All additional hours will reflect benefits on a properly prorated basis (i.e., PERS, vacation, and sick leave).

G. Salary Schedule Structure:

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

H. Step Increases:

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

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

J. Compensation for Working Out of Classification:

1. A unit member assigned by their supervisor to work out of classification shall be compensated at the higher classification rate for the entire period required to work out of classification. The term "higher classification rate" is the rate of pay of the higher classification at the unit member's current step placement.
2. Any work performed during the unit member's regularly assigned work time out of the unit member's classification shall be compensated at no less than the employee's regular rate of pay.

3. In the event the unit member is requested and agrees to work out of class at times other than their regularly assigned work time, they shall be paid at the range for that classification and at the unit member's current step placement.

K. Salary Payments:

1. Unit members shall be paid on the last working day of each calendar month.
2. All extra time, out-of-class work, and overtime worked between the beginning of the month and the end of the month will be paid by the 15th of the following month.
3. All payments due upon separation of an employee shall be paid within thirty (30) days of the last working day to the employee or to any person entitled thereto by law.

L. Deductions:

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

M. Bilingual/Biliterate Stipend

1. The District shall inform CSEA when developing or revising the test.
2. Unit members may opt to take the District's assessment(s) of Spanish or other Language Skills (based on the needs of the district) to qualify for a yearly bilingual stipend. Unit members will be able to test up to 2 times per year if they do not pass.
3. Office staff (Secretary, Typist Clerk, and Health Tech) or Paraeducators assigned to a Dual Immersion or Alternative Program classroom may choose to take the bilingual / bi-literate assessment. The skills of reading, writing, listening, and speaking in a required language other than English shall be verified through a test designated by the Salinas City Elementary School District.
 - a. Staff in the above categories who pass the bilingual/bi-literate assessment will receive a stipend of \$100/month (10 months).

4. All other unit members, not referenced in paragraph 2 above, may choose to take the auditory and verbal-only assessment. These unit members who pass the bilingual assessment will receive a stipend of \$50/month (10 months).
5. Unit members who receive the bilingual/bi-literate stipend will assist in interpreting and/or translating, depending on their category (paragraph 2 or 3 above), during their work hours. Time interpreting outside of the performance of their regular duties shall not extend the unit member's workday or reflect a failure to complete their regular duties. Any time spent interpreting and/or translating outside the employee's regular work time will be paid at their miscellaneous rate of pay. Overtime as described in Article VIII may apply.

N. Uniforms for Personnel:

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

In the event an additional uniform is needed due to work-related wear and tear, it shall be provided.
 - b. Cafeteria, Maintenance, Bus Driver, Groundskeeper, Delivery Driver and Custodian personnel, after the first six (6) months of probationary period shall be issued an allowance in the amount of one hundred fifty dollars (\$150.00) for safety shoes within thirty (30) days. All permanent unit members shall receive their allowance by the end of September. All Classifications receiving this allowance shall be required to wear their safety shoes at all times
 - c. Campus Supervisors shall be provided by the District a jacket and vest to wear while they are on duty. Preferably, jackets shall be lined windbreakers. Replacement of these jackets shall be provided as needed.
 - d. All those employees wearing uniforms supplied by the District shall also be supplied with appropriate rain gear if needed.

- e. Identification patches shall be provided by the District and worn on uniforms.
- f. Bus drivers shall be provided windbreaker jackets with District identification patches.
- g. Two (2) Freezer coats shall be provided in each cafeteria for the use of employees having to work in the cold storage/freezer rooms.



ATTACHMENT E

5/14/26
*Leg 1**Article IX 5.14.26*
CPB

ARTICLE IX Health and Welfare Benefits

A. Eligibility:

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

B. Medical Insurance:

1. Effective July 1, 2024, the District will make the following contributions:

	Annual District Contribution
Employee	\$11,040. 00
Employee + 1	\$18,128.00
Employee + Family	\$23,492.00

2. Employees may change options under the restrictions of the insurance carrier's MCSIG's eligibility requirements.

C. Vision Insurance:

1. Effective July 1, 2023, the District contribution shall not exceed the amounts indicated in the chart below:

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

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

D. Dental Insurance:

1. Effective July 1, 2023, the District contribution shall not exceed the amounts indicated in the chart below.

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

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

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

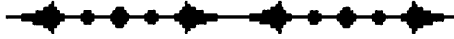
- E. Employees who work less than six (6) hours per day may at their option, purchase through the District any or all of the benefits (health, dental, vision) provided to six (6) or more hour employees with the full premium costs to be borne by the employee. Monthly payments shall be made by payroll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

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

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

P. Reopener:

- 1. The Parties agree to re-open and negotiate health and welfare benefits for the 2026-2027 and 2027-2028 years.**



ATTACHMENT F

**ARTICLE XIII
LEAVES**

A. Absences and Reporting

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

B. Attendance Incentive Plan:

1. **General Provisions:**
 - a. **Eligibility:** Any unit member who has been employed by the District for two (2) or more years shall be eligible to participate in ~~T~~the Plan. Unit members employed less than two (2) years shall become eligible the day following their second anniversary date. For the purposes of this provision, unit members employed for school days only shall be considered the same as twelve (12) month unit members.

~~b. Exceptions: Any unit member is eligible for additional sick hours or the monetary equivalent to those hours, as calculated under 4, The Plan, of this article.~~

~~e. Unit members may opt each year to carryover all unused days to the following year instead of being paid as specified below.~~

b. The Plan:

- 1) Any unit member who has used one-half (1/2) or less of the current year's sick leave, earned in accordance with Article XIII, Section C (below), shall be paid a stipend by the last day of October of the following school year.
 - (a) Unit members who work up to four (4) hours will earn a \$200 stipend.
 - (b) Unit members who work more than four (4) hours ~~or more~~ will earn a \$400 stipend.
- 2) For the purpose of this Plan, sick leave shall be calculated in hours.
- 3) The stipend shall be calculated at the pay rate of the unit member in effect at the time it is paid.
- 4) If possible, payment of the stipend shall be separate from the unit member's regular pay warrant.

C. Sick Leave

1. Each classified unit member employed eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to twelve (12) days leave of absence for illness or injury with full pay.
2. Each classified unit member employed eight (8) hours a day, five (5) days a week for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
3. Each classified unit member employed less than eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to their daily pro-rata share of sick leave as outlined in Art. XIII, C, 1 and 2, 1. & 2. of this Article above.
4. Unit member's previous month's sick leave accruals and usage will be reflected in their monthly pay stub.
5. Any earned but unused sick leave is cumulative from year to year.

6. Illustration of Monthly Earned Sick Leave

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

Daily Hours Worked	(Multiplied by) Months Worked	Totals Annual Sick Leave Hours Earned
8 hours	12 months	96 SL Hours
4 hours	12 months	48 SL Hours
<u>8 hours</u>	<u>11 months</u>	<u>88 SL Hours</u>
<u>4 hours</u>	<u>11 months</u>	<u>44 SL Hours</u>
8 hours	10 months	80 SL Hours
4 hours	10 months	40 SL Hours

- b. For the purposes of this section, unit members shall be considered to have worked 10, 11, or 12 months based on the length of their work year, as follows:

Days In Work Year	Considered Months of Work
180 – 198	10 Month
<u>199 – 219</u>	<u>11 Month</u>
220+ days	12 Month

7. Sick leave hours shall be adjusted with any change in regular hours and/or months worked. Within two (2) pay periods of the change in the unit member's assigned work hours, their sick leave rate accrual and earned sick leave totals will be adjusted.
8. Unit members may use sick leave for medical appointments.

D. Personal Necessity Leave

1. Each unit member may elect in case of personal necessity to use available ~~personal illness or injury~~ "sick leave" as provided in Education Code Section ~~44978-45207~~. As used herein, the term "immediate family" shall include all persons named in **Article XIII, K, 1 (below)**, Bereavement Leave, below. As used herein, the term "personal necessity" shall refer to those situations where the unit member's presence is ~~urgently~~ necessarily required, as opposed to situations where the unit member's presence is

~~required~~ merely for the convenience of the unit member or their relative, and as opposed to situations where the particular matter could be taken care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:

- a. Death of a member of their immediate family when additional leave is required beyond the necessary leave the unit member is entitled to as defined in Bereavement Leave.
 - b. Accident, involving the unit member's person or property, or the person or property of a member of their immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction. Any appearance in court as a witness shall additionally be governed in accordance with Jury Duty Leave, insofar as said leave does not conflict with this leave.
 - d. Illness of a member of the immediate family where other arrangements cannot be made.
 - e. Critical illness of a member of their immediate family. Critical illness is a life threatening illness or accident.
 - f. Observance of religious holidays formally celebrated by recognized religious groups.
 - g. Examination for certification or degree.
 - h. Attendance at graduation ceremonies involving a member of the immediate family.
 - i. Marriage of a member of the immediate family.
2. Personal Necessity shall be reported in accordance with **Art. XIII, A, 1-3, above.** The unit member shall write on the Time Report (CSD 172) a statement of the facts and reasons for personal necessity. **The District may require additional proof of the reason(s) for a Personal Necessity Leave.**
 3. No more than nine (9) days of "sick leave" may be used for personal necessity in any school year.
 4. **Unit members must give at least five (5) workdays advance notice for approval of personal necessity listed above, except for those reasons in Art. XIII, D. 1, a and b, above.**

5. **Use of Personal Necessity Leave For Personal Importance**

- a. It is recognized that there are occasions when a unit member may require a Personal Importance Leave. In this event, seven (7) days annually may be taken and charged against the nine (9) days of Personal Necessity Leave provided by this Article. The unit member should provide at least ~~one (1) week's~~ **five (5) workdays advance** notice of this need prior to the time taken off. The District may approve or not approve this leave unless it is determined that unforeseen circumstances have arisen.
- b. Personal Importance Leave shall be reported in accordance with **Art. XIII, A, 1-3, above**. It requires a mark in the appropriate column on the Time Report Form (CSD 172).

E. **Extended Illness or Injury Leave:**

1. Each unit member shall be credited with not less than one hundred (100) working days ~~per illness or injury per year~~ of paid sick leave, including annual and accumulated sick leave entitlement under **Art. XIII, C, pars. 1-3 and 5, above**. Unit members who begin employment subsequent to July 1 shall be credited with a prorated number of the one hundred (100) days. ~~The one hundred (100) working days~~ **Use of these days shall begin on the first (1st) day of absence due to illness or injury and shall run concurrently with any other paid or unpaid leave entitlements, excluding vacation and compensatory time.**
2. ~~Upon exhaustion of regular sick leave (10 or 12 days), a unit member shall utilize accumulated sick leave and other paid leave, excluding vacation and compensatory time, if any, prior to using the balance, if any, of the one hundred (100) working days of Extended Illness or Injury Leave.~~
3. ~~Upon exhaustion of all sick leave hours (regular and accumulated) and any other paid leave, excluding vacation and compensatory time, extended Illness or Injury Leave shall be at a rate of fifty (50) percent of the unit member's regular salary.~~
2. **Upon exhaustion of fully paid regular and accumulated sick leave and any other paid leave, excluding vacation and compensatory time, the unit member will use the balance of the one hundred (100) Extended Illness or Injury Leave days and be paid at the rate of fifty (50) percent of the unit member's regular salary for each of these remaining days, if any.**
3. Any unit member who has exhausted the one hundred (100) working days of Extended Illness or Injury Leave but has accumulated sick leave, vacation or compensation time, shall be placed on additional paid leave for a period of not less than the number of paid days remaining.
4. **The District will provide unit members with initial notification by regular mail or work email of when their extended illness or injury leave begins and when it will end, or if applicable, when it is expected to be exhausted. The initial notice**

will also inform unit members of their right to request additional leave pursuant to Education Code section 45195, before their extended sick leave is exhausted.

- a. Each unit member will be responsible for noting their anticipated extended illness end date or date of exhaustion and for ensuring their own timely request for additional leave.
 - b. If the extended illness leave is anticipated to last for more than 60 days, the District will attempt to send a reminder notification, not less than thirty (30) days prior to the anticipated date of exhaustion. The District's failure to provide a reminder notice shall not serve as a basis to grieve the failure of the District to provide a reminder or a grievance related to the unit member's timely processing of additional leave request.
5. Upon request for additional leave pursuant to Education Code section 45195, the Superintendent or designee shall recommend one (1) or more of the following actions to the Board of Education:
- a. Grant additional leave, paid or unpaid, not to exceed six (6) months;
 - b. Renew a prior leave of absence request, paid or unpaid, for two additional six-month periods or lesser leave periods, provided they do not exceed a total of eighteen (18) months of leave; or
 - c. Deny the request for leave.
6. If, at the conclusion of all paid or unpaid leave, excluding vacation and compensatory time, the permanent unit member is still unable to assume the duties of their position, they will be placed on the thirty-nine (39) month medical reemployment list.
7. If the unit member has been cleared by a medical provider to return to work (with or without restrictions) within 39 months of being placed on the medical reemployment list, they will be reemployed if there is a vacancy in the classification in which the individual worked prior to being placed on the reemployment list.
- a. The unit member's reemployment will take preference over all other applicants except those laid off for lack of work or lack of funds.
 - b. The District reserves the right to require the unit members to submit to a fitness for duty medical examination to ensure they can perform the essential functions of the position, before being reemployed to work.
8. Extended Illness or Injury Leave is not cumulative.

F. Family Care and Medical Leave:

1. An eligible unit member shall be entitled to up to twelve (12) work-weeks of unpaid leave within a twelve (12) month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 ("FMLA") (29 U.S.C. Section 2601 et seq.) and the California Family Rights Act ("CFRA") (Government Code Section 12945.2) ("~~family medical leave~~" or "CFRA"). Leave taken under the state and federal acts shall run concurrently except for leave taken for a reason which qualifies under one act but not the other. Family Care and Medical Leave will be processed in accordance with the District's Board Policies and Regulations, including AR 4261.8. The following provisions shall be interpreted in accord with those statutes and their regulations at the time that a leave is requested.

- a. A unit member shall have been employed for a minimum of twelve (12) months and ~~at least 25 hours a week during this period~~ who has at least 1,250 hours in the twelve (12)-month period preceding the leave to be eligible for family care and medical leave.

- b. ~~Leave may be granted for the birth, adoption, or foster care of a child or for the serious health condition of a unit member or the unit member's child, spouse or parent. The Family Care and Medical Leave defines a child as a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under eighteen years old or is older and incapable of self care. Parent means the biological, foster or adoptive parent, a step parent, or parent of an individual who stood in loco parentis to an unit member when the unit member was a child.~~3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision of a health care provider. Leave may be granted for the unit member's serious health condition or for the unit member to care for their child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition.

- 1) "A serious health condition" means an illness, injury, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.

- c. Leave may be granted for the birth, adoption, or foster care placement of a child as follows:

- 1) Birth of a unit member's child, and care for the child, during the first twelve (12) months after the birth of the child;
 - 2) Adoption or placement of a foster child with the unit member, during the first twelve (12) months after adoption or placement of the child.
 - 3) "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a person to whom a unit member stands *in loco*

parentis who is either under eighteen years old or is older and incapable of self-care. **For purposes of CFRA, it includes a child of any age with a serious health condition and includes the child of a registered domestic partner.**

- 4) **“Parent” means** the biological, foster or adoptive parent, **a parent-in-law**, a step parent, a **legal guardian**, or **other person parent of an individual** who stood *in loco parentis* to ~~an~~ **the** unit member when the unit member was a child.

d. Leave may be granted for **members of the military as follows:**

- 1) **An eligible unit member may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period, for one or more qualifying exigencies while the unit member's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)**
- 2) Military Caregiver Leave: An eligible unit member may also take up to ~~26~~ **twenty-six (26)** workweeks of FMLA leave in a ~~single 12-~~ **twelve (12)** month period **to care for a family member who is a service member injured in the line of active duty, as provided in federal law. The twelve (12) month period commences on the first day leave is taken to care for the service member.** Leave under FMLA or CFRA shall run concurrently with any other paid or unpaid leave entitlement. To care for a covered service member with serious injury or illness if the unit member is the spouse, son, daughter, parent or next of kin, as defined in applicable statute or regulation, of the service member (military caregiver leave). Eligible family members of both current service members and certain veterans are entitled to military caregiver leave. **This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)**

2. Terms of Leave

- a. A unit member who meets all the requirements of eligibility shall be entitled to ~~twelve work weeks~~ **twelve (12) workweeks of unpaid leave in any twelve (12) month period and twelve work weeks** ~~twelve (12) workweeks of paid (at the same level paid for unit members not on leave) health and welfare benefits.~~ **except as provided under “Military Caregiver Leave” at Art. XIII, F, 1. d., 2), above. The twelve-month period shall be defined as a rolling year.** This section shall not be subject to grievance procedures. A twelve month period commences on the first day of Family Care and Medical Leave. Family Care and Medical Leave may be taken intermittently or on a reduced leave schedule if the District agrees; a leave to care for sick family member or for the unit member's own condition may be taken intermittently or on a

reduced leave schedule when medically necessary. A reduced leave schedule reduces a unit member's usual number of hours per day or week. An intermittent leave may include leave of periods from an hour to several weeks.

- b. ~~A unit member may elect or the District may require the unit member to substitute for family care and medical leave, compensatory time or any other unpaid negotiated time. A unit member may elect or the District may require an unit member to substitute for family care and medical leave, accrued sick leave for the serious health condition of the unit member.~~ **The unit member shall be required to use any applicable and available paid leave prior to taking unpaid leave. Any paid leaves shall run concurrently with the FMLA/CFRA Leave under this section.**
- c. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945. A unit member may take family leave once ~~her~~ **their** pregnancy disability is over (i.e., when ~~her~~ **their** physicians take ~~her~~ **their** off disability following the birth of ~~her~~ **their** child) or after four months of pregnancy disability, whichever is shorter.
- d. **A unit member must provide at least thirty (30) days advance notice before leave is to begin if the leave is for an expected birth, placement of a child for adoption or foster care, or planned medical treatment. Where such notice is not practicable because of lack of knowledge of need for the leave or medical emergency, notice must be given as soon as practicable.**
- e. If the unit member fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the unit member will be liable to the District for premiums paid for maintaining the unit member's health coverage during the Family Care and Medical Leave.
- f. **Following leave, the unit member will be restored to the same or equivalent position (for which the unit member is qualified) as that held at commencement of leave.**

G. **Pregnancy Disability Leave**

- 1. A unit member shall be entitled to a leave of absence for pregnancy, childbirth, **reproductive loss**, or conditions related thereto (i.e. disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom). **Except as provided in Article XIII, H, (below), , such leave shall not be used for childcare, child bonding, or preparation for childbearing, but shall be limited to those disabilities as set forth above.**
- 2. The unit member shall be entitled to use accumulated sick leave and extended illness leave on the same basis provided for any other illness or injury.

3. Once accumulated sick leave and extended illness leave are exhausted, and if a unit member continues to be disabled due to pregnancy, miscarriage, childbirth, or recovery therefrom, if the unit member continues to be absent as verified by their physician, the unit member shall be entitled to a leave of absence without pay for the remainder of the pregnancy disability. The unit member may elect to continue health and welfare benefits at the unit member's expense.
4. _____ Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.
5. _____ The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and their doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the Human Resources Office at least thirty (30) calendar days before the due date. Such certification shall be obtained by using CSD 182, "Sick Leave Due to Pregnancy of Unit members."
6. _____ Prior to return to work, the unit member shall provide written verification from their physician releasing them to perform the essential functions of their position, with or without reasonable accommodation.

H. **Paid Parental/Child Rearing Bonding Leave:**

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

- e. Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- f. Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth, **reproductive loss**, or related medical conditions.
- g. **If both parents are employed by the District, each eligible parent is entitled to twelve (12) workweeks of leave under this section.**

2. **Unpaid Child-Rearing Bonding Leave:**

- a. In addition to paid parental leave and child-bonding leave under **Art. XIII, H., 1.**, above, leave without pay or other benefits may be granted to a unit member for child rearing.
- b. The unit member shall request such leave as soon as practicable. The request shall be made in writing to the Superintendent or designee and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and unit member replacement problems of the District.
- d. The duration of such leave shall consist of no more than **twelve (12) weeks of the ten (10) bargaining** unit member's work year.
- e. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child **rearing bonding**.
- f. There shall not be change of employment status for child **rearing bonding** except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff. The unit member shall have the prerogative to continue to receive insurance benefits provided by the District, as allowed by the vendors, with provision that the unit member pays the full cost of the premium.
- g. If a unit member is on leave for child **rearing bonding** and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment. If there is no vacancy for which the unit member is qualified, the District will assign the unit member to a position **for which they are qualified** as soon as practicable.
- h. Any unit member adopting an infant may receive leave without pay of up to one (1) year which shall commence upon the member receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements of the

adoption. Four (4) days leave shall be provided under Personal Necessity Leave without loss of pay or benefits to a unit member for the purpose of submitting to the rules and regulations of said agency.

I. **Reproductive Loss Leave:**

1. **A unit member who has been employed by the District for at least 30 days and experiences a reproductive loss will be granted a total of five (5) days of reproductive loss leave.**
 - a. **If an eligible unit member experiences multiple reproductive loss events within a 12-month period, the unit member may take no more than 20 days total of reproductive loss leave within the 12-month period.**
 - b. **Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the unit member to such leave, except that if, prior to or immediately following the reproductive loss event, the unit member is on or chooses to go on Pregnancy Disability Leave, CFRA leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of the end date of the other leave.**
2. **A “reproductive loss event” means the day or, for a multiple day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:**
 - a. **“Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.**
 - b. **“Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a unit member who would have been a parent of a child born as a result of the surrogacy.**
 - c. **“Miscarriage” means a miscarriage by a unit member, by the unit member’s current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child born as a result of the pregnancy.**
 - d. **“Stillbirth” means a stillbirth resulting from a unit member’s pregnancy, the pregnancy of a unit member’s current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.**
 - e. **“Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology**

procedure. This event applies to a unit member, the unit member's current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy.

- f. "Assisted reproduction" means a method of achieving pregnancy through an artificial insemination or an embryo pregnancy through an artificial insemination or embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.

These definitions for Reproductive Loss Leave are construed consistent with Government Code section 12945.6 at the time the leave is requested.

3. Reproductive loss leave is separate from, and in addition to, other types of leave to which employees are entitled. Unit members may use available paid leave concurrently with reproductive loss leave, including Personal Necessity or Vacation.
4. Unit members should provide notice of their need for reproductive loss leave as soon as practicable to Human Resources. The District shall maintain the confidentiality of any unit member's request and any information provided to the District by a requesting unit member shall not be disclosed except to Human Resources or management, as necessary, or as required by law. The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

J. Industrial Accident and Illness Leave:

1. Classified service unit members shall be entitled to paid industrial accident or illness leaves of absence under the following provisions:
- a. Allowable leave shall be for a maximum of sixty (60) ~~60~~ working days in any one fiscal year for the same accident.
 - b. Allowable leave shall not be cumulative from year to year.
 - c. Allowable leave shall commence on the first day of absence due to an approved workers' compensation claim.
 - d. Payment for wages lost on any day while the unit member is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the unit member under the workmen's compensation laws, exceed the normal wage for the day.
 - e. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability payment made under workmen's compensation.

- f. When an industrial accident or illness occurs at a time when the full sixty (60) 60 days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- g. If the sixty (60) 60 -day leave of absence is exhausted and the unit member is not medically able to return to work, they then use only so much of their accumulated sick leave, accumulated vacation time, or accumulated compensating time which, when added to the workmen's compensation temporary disability payment, will provide for a full day's wage or salary.
- h. During all any industrial paid leaves of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid from the temporary disability indemnity to and retained by the unit member. Upon conclusion of this industrial paid leave, a unit member may utilize accumulated or available sick leave, accumulated compensating time, vacation, or other available leave provided that any leave utilization when combined with temporary disability benefits shall not exceed 100% of the unit member's normal compensation. ~~whether industrial accident leave, sick leave, vacation, or compensated time off, the unit member shall endorse to the District checks received under workmen's compensation laws. Credit shall be given to the unit member's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensation monies received when such leave has been charged.~~
- i. When all available leaves of absence have been exhausted and if the unit member is not medically able to return to work, they shall be placed on a re-employment list for a period of 39 thirty-nine (39) months. When available, during the 39 thirty-nine (39), they shall be employed in a vacant position in the class of their previous employment over all other available candidates except for any re-employment list established because of lack of work or lack of funds. Any unit member who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed.
- j. Any unit member receiving benefits for industrial accident or illness leave shall remain within the State of California unless authorized by the Board to travel outside the State.
- k. Unit members requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the unit member is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.

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

K. Bereavement Leave:

1. Bereavement leave, without loss in pay, shall be granted for up to five (5) days to unit members who have been employed for at least 30 days pursuant to Government Code section 12945.7. Bereavement leave shall be granted for the ~~for the critical illness or death of any member of the unit member's in the~~ immediate family of the unit member, spouse or domestic partner. The immediate family means spouse, mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, aunt, uncle, niece, nephew, or any relative living in the immediate household of the unit member. defined as spouse, registered domestic partner, mother, father, step parent, grandmother, grandfather, grandchild, son, daughter, brother, sister, aunt, uncle, niece, nephew of the unit member or of the spouse of the unit member, and the son-in-law or daughter-in-law of the unit member, or any relative living in the immediate household of the unit member. No deduction shall be made from the salary of the unit member, nor shall leave be deducted from leave granted by the Board of Education.
2. Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral, up to one-half (1/2) day if the funeral is in Salinas and up to one (1) day if the funeral is out of the immediate environs. Any time in excess of this is to be called an unexcused absence; i.e., a deduction for substitute pay to be made.
3. Request for bereavement leave shall be made in writing, when practicable, to the principal or supervisor, and shall indicate the name of the deceased and their relationship to the unit member.
4. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the unit member uses the maximum days allowed during the time of critical illness.

L. Donation of Sick Leave:

1. Any ~~bargaining~~ unit member may donate, on district form (CSD 52), up to ten (10) days of accumulated and unused sick leave to a pool of sick leave for any qualified classified unit member who, they themselves or their child or spouse has suffered a long-term illness or disability and who has exhausted all other paid leaves. The donor will submit CSD 52 to the Business Office.
2. After their donation of days, ~~t~~The donor must keep for their own use earned sick leave equivalent to the number of days/hours accrued in two (2) years.

3. To qualify to receive donated sick leave, the unit member or family member must submit a written request and medical verification of long-term serious illness to the President of Chapter #149 for consideration and approval/disapproval by the Chapter's Executive Board. A long-term serious illness is usually one that is either terminal or permanently debilitating. The decision of the Executive Board shall be presented to the District and the applicant in writing.
4. Donated sick leave shall be converted for utilization on a day-for-day basis, meaning the recipient shall be paid at their regular rate of pay.
5. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one ~~employee~~ unit member before beginning to utilize days donated by another ~~employee~~ unit member.
6. Donated sick leave not utilized by the recipient shall be returned to the donor.

M. Leave Without Pay:

1. The District may grant leave of absence without pay to a unit member upon written request (Form CSD 154) of the unit member for reasons other than the intent of employment elsewhere for any period not to exceed one (1) year, except for military service.
2. The granting of a leave without pay gives to the unit member in a one-of-a-kind position the right to return to his/her position at the expiration of the leave, provided ~~he/she~~ they are is physically and legally capable of performing the duties. If the position is filled, it shall be filled with a unit member, substitute, or short-term ~~employee~~ unit member for the duration of the leave.
3. The granting of a leave without pay gives all other unit members the right to return to a like position at the expiration of their leave, provided they are physically and legally capable of performing the duties.
4. The District may, for good cause, cancel any leave without pay by giving the absent unit member due notification of at least two (2) weeks time to return to their job.
5. A unit member may make a written request to the District to return to work prior to the expiration date of the leave. The District may approve or reject the request.
6. A unit member on leave under these provisions shall notify the District in writing about their intent to return to work fifteen (15) days prior to the end of the leave. The District shall remind the unit member either verbally or in writing prior to the date notification is required.

N. Leave for Victims of Qualifying Acts of Violence:

1. Unit members shall be entitled to leave pursuant to Government Code section 12945.8 when a unit member is a victim of, or has a family member who is a victim of, qualifying acts of violence. Government Code section 12945.8 allows

unit members who are victims to take up to twelve (12) weeks and unit members who have a family member who is a victim to take up to ten (10) days of leave.

2. A qualifying act of violence includes:

- a. Domestic violence
- b. Sexual assault
- c. Stalking
- d. An act, conduct, or pattern of conduct that includes:
 - 1) An individual causing bodily injury to another;
 - 2) An individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon against another; or
 - 3) An individual using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

3. Leave under this section may be taken for any of the following reasons:

- a. To obtain or attempt to obtain any relief for a family member, including but not limited to a temporary or permanent restraining order, or other injunctive relief, to ensure the health, safety, or welfare of the family member of the victim.
- b. To seek, obtain, or assist a family member to seek or obtain; medical attention to recover from injuries; services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency, or psychological counseling or mental health services; related to qualifying acts of violence (as defined above).
- c. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- d. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing permanent housing or enrolling children in a new school or childcare. In circumstances where the unit member is not the victim and the family member who is a victim is not deceased as a result of the crime, the leave taken for this reason is limited to five days.
- e. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

f. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services; to attend any civil, administrative, or criminal legal proceedings, or to provide childcare to care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; related to, or as a result of, a qualifying act of violence.

1) “Family member” for the purposes of this section includes spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, registered domestic partner, and designated person.

4. The unit member shall provide reasonable advance notice prior to taking leave under this section unless advance notice is not feasible.

5. If the District has reason to believe there has been abuse of any type of leave, the District may request verification of the reason for the absence.

O. Military Leave:

1. Unit members shall be entitled to military leaves of absence with pay and benefits as follows:

a. The unit member must have at least one year of service in the District.

b. The unit member will receive ~~his/her~~ **their** regular compensation for a maximum of thirty (30) calendar days (per fiscal year) of ordered military duty. (Military and Veterans Code, Section 395.01)

2. As used in this section, the unit member:

a. Must be ordered into active military duty as a member of a reserve component of the Armed Forces of the U.S.;

b. Must be ordered into active federal military duty as a member of the National Guard or Naval Militia; or

c. Is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces.

P. Jury Duty Leave and Witness Leave:

1. Leave of absence to serve on a jury shall be granted with no loss in pay. Unit members who are absent from work due to Jury Duty Leave shall report their absence in accordance with Art. XIII, A, 1-3, above. Within one (1) week of completing their jury service, the unit member shall submit proof of service. As a school district employee, unit members should not receive any compensation for jury service. However, if money is received, proof of jury fees paid for service must be submitted as soon as possible. The District deducts the fee that is currently paid by the courts. Failure to submit proof of service will subject the unit member to an unpaid absence

and/or disciplinary action. Failure to provide any paid juror fees may be in violation of CCP Section 215(b). Language explaining the deduction of fees will be part of the payroll sheet.

2. The unit member will return to complete their normal workday following completion of their jury duty, unless that unit member's regular workday begins at 3:00 p.m. or later. A unit member who is required to serve on jury duty beyond 1:00 p.m., shall be relieved from that day's work with pay.
3. Leave of absence shall be granted with no loss in pay to unit members who have been subpoenaed as witnesses, provided the unit member is not a litigant in the case. Within one (1) week of being served, the unit member shall submit proof of the subpoena. They shall also report their absence in accordance with Section A., 1-3 .

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ATTACHMENT G

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**ARTICLE XIV
TRANSFER AND PROMOTION PROCEDURES**

A. Notices of Vacancies

1. When a new position is created, or an existing position becomes vacant, it shall be posted by the District for not less than five (5) working days at work locations. A copy of the notice of vacancy shall be provided to CSEA, and When the position(s) is filled CSEA shall be provided with the name(s) of the employee(s); within ten (10) working days.
2. The notice of vacancy shall clearly state the position that is vacant. The notice shall also provide sufficient information about the position to allow an ~~employee~~ **unit member** to determine abilities and qualifications necessary for the job. The notice of vacancy will include the hours, work year, salary range, and job class title.
3. The sequence of filling all vacancies shall be:
 - a. ~~The first priority in filling all vacancies shall be pursuant to the reemployment rights of former employees on the re-employment list because of layoff under Article 21 or exhaustion of leave entitlement under Article 13.~~ **First, by unit members on a layoff reemployment list (see Article 20), followed by those who are on a medical reemployment list (see Article 13).**
 - b. A "transfer" shall be defined as a ~~the~~ movement of an ~~employee~~ **unit member** from his/her ~~their~~ assigned position to a vacant position within the same classification, regardless of hours.
 - c. Promotion: A "promotion" is defined as a movement from one classification to another classification at a higher salary range, regardless of hours.
 - d. Hiring of an outside candidate.

B. Voluntary Transfer Procedure

1. The sequence of filling all vacancies shall be:
 - a. Any eligible ~~employee~~ **unit member** may apply for transfer to a vacant position by filing a written application with the Human Resources Department of the District. ~~To be eligible to transfer, applicants must meet these qualifications:~~ **To be eligible, the unit member must be a permanent employee in their current classification and not participating in an active Performance**

Improvement Plan as detailed in Article 15: Evaluation Procedure.

- ~~1. The employee is not participating in an active Performance Improvement Plan as detailed in Article 15: Evaluation Procedure.~~
 - ~~2. An employee who is serving a new employee probationary period (6 months) or a promotional probationary period (80 working days) may voluntarily transfer, but shall serve the balance of that probationary period in the new transfer position if that employee has served less than half of that probationary period. If the employee has served more than half of that probationary period, he/she shall serve an additional 40 working days of probation in the new transfer position.~~
- b. If only one eligible **employee unit member** requests a transfer to a vacant position of the same classification, ~~he/she~~ **they** shall receive the transfer.
 - c. If two or more eligible **employees unit members** request a transfer to a vacant position of the same classification, then all eligible applicants will be interviewed. The final recommendation will rest with the interview committee. If all things are equal, the **employee unit member** with the highest seniority in ~~that the~~ classification shall be granted the transfer. The Superintendent or ~~his/her~~ **their** designee shall make the final recommendation to the Board of Trustees.

C. Administrative Transfers

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

D. Medical Transfers

1. The District may give alternative work when the same is available to ~~an employee~~ **a unit member** who has become medically unable to satisfactorily perform ~~his/her~~ **their** regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related

class, but it shall be constituted only by mutual agreement with the District and concurrence of the ~~employee~~ unit member.

E. Promotional Procedures

1. Any eligible ~~employee~~ unit member may apply for a promotion to a vacant position by filling a written application with the Human Resources Department of the District. To be eligible, the ~~employee~~ unit member must be a permanent employee in their current classification and is not participating in an active Performance Improvement Plan as detailed in Article 15: Evaluation Procedure.
2. ~~An employee~~ A unit member will be notified in writing regarding ~~his/her~~ their application for promotion. The CSEA recognizes the District's right to hire employees within its discretion, and the District recognizes that current ~~employee~~ unit member applicants who possess qualifications and potential for the job shall be given first consideration.
3. An additional point shall be awarded to bargaining unit members during the interview process.
4. For the successful internal applicant there will be a probationary period of no less than eighty (80) working days. Probation can be extended to a maximum of 120 working days by agreement with CSEA. During the probationary period in the higher classification (promotional position), either the ~~employee~~ unit member or the ~~employee~~ unit member's supervisor may request the ~~employee~~ unit member return to ~~his/her~~ their previous position.
5. ~~Promotions of employees shall ordinarily be completed within thirty (30) days.~~
6. Testing: There shall be an objective test given for each classification. The test may be written, or a practical performance test, or both. In cases where a test is administered, the following conditions apply:
 - a. All applicants shall be given the same test(s). ~~If an applicant has previously taken a test which is being used for the current opening within the last three years, he/she may request to apply the score to the new opening without retesting or may re-test in order to attempt to improve his/her score. If the applicant re-tests, the score used will be the higher of the two scores.~~ Applicants' test results will be rated as either passing or not passing. Those who pass are eligible for further consideration.

- b. Job announcements will specify whether written tests, performance tests, or both will be required.
 - c. Applicants may be given information, upon request, concerning the skills/knowledge the test(s) given intend(s) to measure; however, applicants shall not have access to the actual test, receive a copy of the actual test, or be given specific questions contained in the test prior to the test being given.
 - d. If all applicants ~~taking a test fail to meet the minimum standards pre-set for a passing score~~ **who test do not pass**, the District may, at its option, re-post the position to obtain new applicants, or revise and re-give the test using the same passing standards. If the test is re-given, all applicants will be notified and will have the opportunity to take the new test.
 - e. ~~An applicant may request a review of his/her test, once taken, and the test score. Test(s) and test results will be included in a unit member's personnel file.~~ **An applicant may request a meeting with Human Resources to review their results. Only test results will be included in a unit member's personnel file.**
7. Interviews: All applicants meeting the minimum standards prescribed for the vacant position and the pre-set minimum passing score(s) for the objective test(s) required for the position shall be given the opportunity to be interviewed by an interview panel. Applicants **and the CSEA President** shall be notified at least three **(3) work** days in advance of the interview so as not to be disadvantaged by lack of time for preparation or schedule conflicts. The following procedures shall apply for all interviews:
- a. ~~The panel shall consist of at least three (3) members, at least one of which shall have a working knowledge of the position in question and its requirements. At least one of the three (3) members shall be a current Classified bargaining unit employee at the site or in the department at which the vacancy exists, appointed by CSEA. If the designated site panelists are unavailable for a specific interview panel, then CSEA officer shall be appointed by CSEA.~~ **The CSEA Chapter President has the right to appoint one (1) unit member to serve on each interview panel for classified positions that belong to the bargaining unit. If CSEA fails to designate an appointed member, the District may proceed with the interview without CSEA's appointee.**
 - b. **The District shall appoint one (1) unit member with working knowledge of the position in question and its requirements.**

- c. The District may also appoint one (1) unit member from the site or in the department at which the vacancy exists.
 - d. Applicants shall be interviewed separately. Each shall be allowed the same MAXIMUM time for the interview, and each shall be asked the same minimum set of scored questions. Questions shall be designed to determine at least, but not limited to, prior experience, education, work attitude, and the skills/experience the applicant feels qualify ~~him/her~~ them for the position.
 - e. Panel members shall be provided with applications and resumes, but shall not be provided with ~~objective test scores~~ test results or evaluations.
 - f. Panel members shall each have a standardized interview score sheet containing all questions asked and spaces for scoring responses. Each member shall score ~~his/her~~ their sheet independently for each question and section. The total of all scores shall be given on the score sheet. A consistent standardized scoring system shall be used in all cases.
 - g. ~~The Interview Score for each applicant shall be one and one-half (1-1/2) the average of the total scores given by each panel member. A cover page giving the name of the applicant, the position for which interviewed, the names of the panel members, the Interview Score, and the date and time of the interview will be attached to the individual score sheets. The score sheets shall not indicate the name of the panel member doing the scoring, but shall include the name of the applicant, the date of the interview, and the position for which interviewed.~~ Each panel member will prepare a score sheet for each applicant. The score sheet will not include the panel member's name. It will include the title of the position, the name of the applicant, and the date of the interview.
 - h. The Human Resources Department will prepare and retain an Interview Summary Record for each interview, identifying the position being filled, the date and time of the interview, the names of the participating panel members, the names of all applicants interviewed, and the panel's final score given to each applicant.
 - i. Packets for all applicants (cover sheet and score sheets) shall be forwarded to the Director of ~~Personnel~~ Human Resources.
8. Selection: ~~In circumstances where an objective test is given under paragraph G above, each applicant's objective test(s) score(s) shall be combined with his/her averaged Interview Score to arrive at an aggregate~~

~~score. Where an objective test is not given, the applicant's averaged Interview Score shall be the aggregate score.~~

- a. Applicants falling within the top three (3) ~~aggregate scores categories~~ shall be recommended to the Director of ~~Personnel~~ Human Resources or ~~his/her~~ their designee for selection after consultation with the site administrator involved.
 - b. The Director of ~~Personnel~~ Human Resources or ~~his/her~~ their designee may interview applicants if necessary; however, in such cases, all finalists shall be interviewed.
 - c. The Director of ~~Personnel~~ Human Resources or ~~his/her~~ their designee ~~in~~ making the selection, shall consider ~~all test~~ interview scores and interview packets, as well as evaluations and any other information deemed relevant. When all factors considered are equal, the unit member with the greatest seniority will be offered the position.
 - d. Unit members not selected shall be given a post-selection interview with the Director of ~~Personnel~~ Human Resources or ~~his/her~~ their designee upon request to discuss the reasons they were not offered the position.
9. The posting period for a notice of a vacancy may be the same period for both the transfer and promotion requirements contained herein.

ATTACHMENT H

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**ARTICLE XXV
DURATION**

A. The parties agree that it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end, the parties agree as follows:

1. The California School Employees Association, Chapter 149, and the Salinas City Elementary School District agree to a collective bargaining agreement between CSEA and the District with a term of July 1, ~~2024~~2025 to June 30, ~~2025~~2028.
2. Pursuant to the provisions of this Agreement, the parties shall have reopeners during the ~~2021-2024~~ 2025-2028 term.

a. ~~For Fiscal year 2022-2023, Article 8: Pay and Allowances and Article 9: Health and Welfare Benefits shall be opened, and in addition, the District and CSEA may each open two (2) articles.~~

For fiscal year 2026-27:

- o Article V: Organizational Security and Dues Deduction;*
- o Article VII: Hours of Employment;*
- o Article VIII: Pay and Allowances;*
- o Article IX: Health and Welfare Benefits shall be opened*
- o In addition, the District and CSEA may each open up to one (1) additional Article of each Party's choice.*

b. ~~For the Fiscal year 2023-2024, Article 8: Pay and Allowances and Article 9: Health and Welfare Benefits shall be opened, and in addition, the District and CSEA may each open up two (2) articles.~~

For fiscal year 2027-28:

- o Article VIII: Pay and Allowances;*
- o Article IX: Health and Welfare Benefits;*
- o In addition, the District and CSEA may each open up to two (2) articles of each Party's choice.*

3. In addition, the parties may mutually agree to negotiate over any topic within scope.
4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

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ARTICLE XXVI
PROFESSIONAL GROWTH

A. Definition:

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

B. Application:

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

C. Awards:

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

D. Method:

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

E. Appeal:

1. A unit member who has been denied approval of proposed course work may file a written appeal with the Professional Growth Committee. If the appeal is rejected by the Committee, the unit member may submit the appeal to the Superintendent.
2. The Superintendent's decision shall be final.
3. Appeals must be filed within thirty (30) calendar days of the date of notification of the decision on the acceptability of the application.

F. Professional Growth Committee:

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

G. Grievance:

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



APPENDIX

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#	CLASSIFICATION (CURRENT)	CLASSIFICATION (NEW TITLE)	CURRENT RANGE	CURRENT STEP A	CURRENT STEP E	NEW RANGE	NEW STEP A	NEW STEP E
1	Breakfast Monitor	Campus Supervisor	17	\$17.99	\$21.87	21	\$19.85	\$24.12
2	Bus Driver Instructor	Bus Driver Instructor	35	\$28.05	\$34.09	38	\$30.22	\$36.72
3	Bus Driver	Bus Driver	27	\$23.02	\$27.97	30	\$24.80	\$30.14
4	Campus Supervisor	Campus Supervisor	20	\$19.37	\$23.53	21	\$19.85	\$24.12
5	Custodian	Custodian	23	\$20.86	\$25.35	27	\$23.02	\$27.97
6	Delivery Truck Driver	Delivery Truck Driver	19	\$18.89	\$22.97	23	\$20.86	\$25.35
7	Electronic Technician	Computer Technician	35	\$28.05	\$34.09	37	\$29.48	\$35.82
8	English Learner Site Liaison	English Learner Site Liaison	28	\$23.60	\$28.68	28	\$23.60	\$28.68
9	Food Service Attendant	Nutrition Associate	24	\$21.38	\$25.98	25	\$21.91	\$26.63
10	FSA I	Nutrition Associate	19	\$18.89	\$22.97	25	\$21.91	\$26.63
11	FSA II	Nutrition Associate	25	\$21.91	\$26.63	25	\$21.91	\$26.63
12	Grounds Team Leader	Grounds Team Lead	34	\$27.37	\$33.28	38	\$30.22	\$36.72
13	Groundskeeper/ Machine Operator	Groundskeeper/Machine Operator	26	\$22.46	\$27.30	30	\$24.80	\$30.14
14	Head Custodian	Lead Custodian	30	\$24.80	\$30.14	31	\$25.42	\$30.89
15	Health Services Technician	Health Services Technician	25	\$21.91	\$26.63	28	\$23.60	\$28.68
16	Lan Tech I	Network and Systems Analyst I	36	\$28.75	\$34.96	39	\$30.97	\$37.65
17	Lan Tech II	Network and Systems Analyst II	38	\$30.22	\$36.72	41	\$32.53	\$39.55
18	Lead Cook	Lead Cook	30	\$24.80	\$30.14	30	\$24.80	\$30.14
19	Lead Food Service Associate I	Lead Nutrition Associate	28	\$23.60	\$28.68	29	\$24.19	\$29.39
20	Library Technician	Library Technician	28	\$23.60	\$28.68	28	\$23.60	\$28.68
21	Licensed Vocational Nurse	Licensed Vocational Nurse	36	\$28.75	\$34.96	39	\$30.97	\$37.65
22	Maintenance Team Leader	Maintenance Technician Lead	38	\$30.22	\$36.72	41	\$32.53	\$39.55
23	Maintenance Worker II	Maintenance Technician II	28	\$23.60	\$28.68	32	\$26.06	\$31.68
24	Maintenance Worker III	Maintenance Technician III	34	\$27.37	\$33.28	36	\$28.33	\$34.44
25	Migrant Family & Health Services Advocate	Migrant Family & Health Services Advocate	33	\$26.70	\$32.46	33	\$26.70	\$32.46
26	Migrant Identification, Recruitment, and Family Services Liaison	Migrant Identification, Recruitment, and Family Services Liaison	28	\$23.60	\$28.68	28	\$23.60	\$28.68
27	Parent Coordinator	School-Community Liaison	26	\$22.46	\$27.30	28	\$23.60	\$28.68
28	PreSch Instructional Associate	Preschool Associate Teacher	28	\$23.60	\$28.68	29	\$24.19	\$29.39
29	PreSch Parent Comm Liaison Coord	School-Community Liaison	28	\$23.60	\$28.68	28	\$23.60	\$28.68

#	CLASSIFICATION (CURRENT)	CLASSIFICATION (NEW TITLE)	CURRENT RANGE	CURRENT STEP A	CURRENT STEP E	NEW RANGE	NEW STEP A	NEW STEP E
30	School Community Coord I (FRC)	School-Community Liaison	26	\$22.46	\$27.30	28	\$23.60	\$28.68
31	School Community Coord II (FRC)	School-Community Liaison	28	\$23.60	\$28.68	28	\$23.60	\$28.68
32	Technology Specialist	Infrastructure Systems Specialist	39	\$30.97	\$37.65	41	\$32.53	\$39.55
33	Truck Driver/Warehouseman FS	FS Truck Driver/Warehouse Worker	22	\$20.35	\$24.74	25	\$21.91	\$26.63
34	Vehicle Rider	Vehicle Rider	25	\$21.91	\$26.63	25	\$21.91	\$26.63
35	Vehicle/Van Driver	Vehicle/Van Driver	24	\$21.38	\$25.98	26	\$22.46	\$27.30