

# CONTRACT AGREEMENT

*Between*



**SALIDA UNION SCHOOL  
DISTRICT**

*And*



**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

**Salida Chapter #786**

**July 1, 2022**

**to**

**June 30, 2025**

Board Approved: March 14, 2023

CSEA Approved: February 22, 2023

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***PREAMBLE***

This Agreement is made and entered into this February 22, 2023, by and between Salida Union School District (hereinafter referred to as "District") and the California School Employees Association and its Salida Union School District Chapter #786 (hereinafter referred to as "CSEA").

**ARTICLE 1: RECOGNITION**

1.1 The District hereby acknowledges that CSEA is the exclusive representative for all classified employees who hold those positions described in "Appendix A", attached hereto and incorporated by reference as a part of this Agreement. If newly created positions are not mutually agreed upon, disputed cases shall be submitted to the Public Employees Relations Board for resolution.

**ARTICLE 2: DISTRICT RIGHTS**

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with the Education Code. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

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

- 2.3 The District retains its right to amend, or modify policies and practices referred to in this Agreement in cases of emergency which normally would be defined natural catastrophe or "acts of God".

### **ARTICLE 3: GRIEVANCE PROCEDURE**

#### 3.1 Definitions

- 3.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a specific violation of this collective bargaining Agreement.
- 3.1.2 A "grievant" may be any employee of the District or the Association covered by this collective bargaining Agreement.
- 3.1.3 A "day" is any day in which the central administrative office of the District is open for business.
- 3.1.4 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

#### 3.2 Processing of a Grievance

- 3.2.1 Informal Level: Within fifteen (15) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- 3.2.2 Level I: Failing to resolve the difficulty through informal means, the grievant may within fifteen (15) days from the informal conference register a formal grievance. The grievance shall be in writing, with copies to the Association, his/her immediate supervisor, and the Superintendent, stating the following:
- a. Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated:
  - b. Steps taken to resolve differences through informal means:
  - c. Steps the grievant recommends the District take to remedy the grievance.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within ten (10) days after receiving the grievance.

- 3.2.3 Level II: In the event the grievant is not satisfied with the decision at Level I,

he/she may appeal the decision to the Superintendent or his designee within fifteen (15) days after receiving the Level I decision. The written appeal shall contain the following:

- a. A copy of the original grievance;
- b. The decision rendered at Level I;
- c. A clear concise statement of the reasons for the appeal.

The District Superintendent or his designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

3.2.4 Level III: If not satisfied with the decision at Level II, the grievant may, within fifteen (15) days, request mediation of the grievance. CSEA and/or the grievant will notify the Superintendent within fifteen (15) days that it wishes to proceed to mediation. CSEA will contact the State Mediation and Conciliation Service to request a mediator to be assigned to attempt to resolve the grievance.

3.2.5 Level IV: If not satisfied with the decision at Level III, within fifteen (15) days of the last step, and if the grievant and the District are not able to come to a resolution of the grievance in the prior steps, the grievant may request the grievance to be heard in arbitration. The grievant must receive permission from CSEA before arbitration. The parties will, by mutual agreement, choose an arbitrator. The cost of the hearing shall be borne equally by the District and CSEA.

3.2.6 Upon receipt of the arbitrator's decision the Board, at its next regularly scheduled meeting, shall determine whether to accept the arbitrator's decision as written. The Board may determine whether it will review a transcript of the proceeding with a view toward making its own findings and conclusions, or accept the arbitrator's decision as written.

### 3.3 Representation

3.3.1 No employee shall be required to be represented by the Association in processing a grievance.

3.3.2 An employee may request the Association to represent him/her in all stages of the grievance procedure beyond the Informal Level.

3.3.3 Neither the Association nor the District shall take any reprisals or unlawfully

discriminate against any employee for exercising rights under this Article.

3.3.4 If an employee pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response.

3.4 Time Limits

3.4.1 Time limits in this policy may be extended by mutual agreement between the grievant and the District Administration.

3.4.2 Failure by a grievant to meet a deadline set in this policy shall automatically terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

3.4.3 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

3.5 Miscellaneous: All documents dealing with the processing of a grievance will be filed separately from the employee's regular personnel file.

**ARTICLE 4: COMPENSATION AND BENEFITS**

4.1 All classified employees will receive their pay at least once during each calendar month. Such pay must be made on the last working day of the month in which the Salida Union School District is open for business. Salida Union School District shall not be precluded from making payment of earned wages prior to the last working day of the month.

4.1.1 Employees shall advance to the next step on July 1<sup>st</sup> of each year provided they have occupied their current position on December 31<sup>st</sup> of the previous year.

4.2 Errors in calculation, reporting, or payment of a classified employee's salary must be corrected and repaid, from any available funds, within five (5) days following the verification of the error.

4.3 Longevity: After completion of ten (10) years of continuous service as a classified employee in the Salida Union School District a stipend of \$420 per year for a classified employee working eight (8) hours per day, \$280.00 per year for employees working between 4 and 7.9 hours per day, \$140.00 per year for employees working between 1-3.9 hours per day. After completion of fifteen and twenty years an additional stipend of either \$420.00 per year, \$280.00 per year or \$140.00 per year will be added to eligible employees

annual salary, based on hours worked per day.

- 4.4 Health Benefits: Effective, January 1, 2004, the District will contribute for each unit member working 7.2 hours per day or more for at least ten (10) months or more per year 100% of an employee's medical, dental and vision premiums and dependent coverage up to a maximum of \$6,860.00 annually. Employees will be responsible for all coverage premiums in excess of the district contribution. Unit members working less than eight (8) hours per day shall not be entitled to any health benefits coverage.

Full-Time Employees:

For the purposes of insurance, a “full-time employee” is one who works eight (8) hours per day, five (5) days per week. Self-Insured Schools Of California (“SISC”) JPA Agreement and bylaws defines a full-time employee as one who works ninety percent (90%) of an eight (8) hour shift or 7.2 hours.

A full-time employee hired prior to January 1, 2012, who elects not to take one of the benefit plans, must provide documentation to the District that he/she is covered by a group medical plan. The District Office will document the expiration date of such a medical plan. In the event the employee does not submit documentation prior to the expiration date to indicate he/she is covered for a subsequent period, the District will enroll the employee in a benefit plan.

All full time employees hired on or after January 1, 2012, working 90% of an eight (8) hour day (seven point two, (7.2) hours per day) must participate with SISC.

Employees working less than 90% do not participate in the SISC plan and do not receive healthcare benefits unless they were grandfathered in according to the following:

Employees hired prior to July, 2002 who worked 6 hours per day were eligible for the full insurance cap. On July 23, 2002 the SUSD Board approved the Agreement between CSEA and SUSD. As reflected in current contract language dated July 23, 2002:

“Unit members working less than eight (8) hours per day shall not be entitled to any health benefit coverage. The District will grandfather in employees already receiving benefits under current contract language.”

4.5 Effective through December 31, 2004 the health and welfare benefit coverage, which includes dental and vision, shall be administered through Central Region Schools Insurance Group (CRSIG) who determines health and welfare benefit carriers on an annual basis. This arrangement will continue in force during the life of this agreement unless a written letter from CSEA to the District and CRSIG indicates intent to withdraw and is received six months prior to the expiration of coverage as of December 31<sup>st</sup> annually.

4.6 Any material changes to the Medical/Dental/Vision providers and/or coverage provisions provided through the Central Region School Insurance Group shall be subject to meet and confer between District and CSEA.

4.7 All Classified employees eligible for Health/Welfare benefits, who chose not to take medical/dental/vision provided, shall receive \$200 per month under Section 125 rules.

4.8 Automatic adjustment for minimum wage

The district lowest wage rate shall be no lower than the State minimum wage multiplied by 1.02 (2% increase to minimum wage).

The intent of the Automatic adjustment for minimum wage is to ensure that the salary schedule does not have a placement that would be lower than a rate of two percent higher than the State Minimum Wage requirement. All negotiated pay increases will adjust the negotiated rate and not the district lowest wage rate.

The salary schedule shall reflect the current negotiated pay rate and the rate that reflects the minimum wage requirement as established above. See attached example.

This clause sunsets at such time when the lowest district negotiated pay rate exceeds the State Minimum Wage requirement.

Effective July 1, 2021, APPENDIX A California School Employees Association 2021-2022 Salary Schedule Amendment # 1 (ATTACHMENT # 1) shall be increased as shown on APPENDIX A California School Employees Association 2021-2022 Salary Schedule Amendment #2 (ATTACHMENT 2). With revisions to include Student Support Paraprofessional Range 7, the salary schedule reflects a restructure necessary to recognize the effects of the recent increase to Minimum Wage.

a.As of July 1, 2021 all employees will be moved to the new APPENDIX A



California School Employees Association 2021-2022 Salary Schedule Amendment # 2 as follows:

- i. Step Placement 1, 2, 3 on Amendment # 1 moved to step 1 on Amendment # 2.
- ii. Step Placement 4 on Amendment # 1 moved to Step 2 on Amendment # 2.
- iii. Step Placement 5 on Amendment # 1 moved to Step 3 on Amendment # 2.
- iv. Step Placement 6 on Amendment # 1 moved to Step 4 on Amendment # 2.
- v. Step Placement 7 on Amendment # 1 moved to Step 5 on Amendment # 2.
- vi. Step Placement 8 on Amendment # 1 moved to Step 6 on Amendment # 2.

b. In recognition of the limited increase to Appendix A California School Employees Association 2021-2022 Salary Schedule Amendment # 2 Salary Schedule Range 14 and Salary Range 15 the incumbents will receive a one-time off schedule payment of \$800.00.

2. Retroactive payments will be made to all unit members for earning in 2021-2022 through the date of ratification and payroll updates.

**ARTICLE 5: HOURS**

- 5.1 The regular work week of a full-time unit member shall be forty (40) hours, and the regular work day shall be eight (8) hours. The scheduling of the hours and the workdays shall be the responsibility of District management.
- 5.2 The length of the workday shall be designated by the District for each classified assignment. Each employee shall be assigned a fixed, regular ascertainable minimum number of hours per day, days per week and months per year.
- 5.3 All bargaining unit employees shall be granted rest periods which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. The rest periods are part of the regular work day.
- 5.4 Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40) hours in any calendar week (Monday through Sunday). Classified employees who are part-time employees and average four or more hours per day during their regular workweek must be paid at the overtime rate for all time worked on the

sixth and seventh day following the beginning of their work week. Classified employees who are part-time and average less than four hours per day must be paid at the overtime rate for all time worked on the seventh day following the beginning of their work week.

5.4.1 The District will provide compensation or compensatory time off, (employee's choice) at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members designated by the District and pre-authorized. The designation, authorization and allocation of overtime shall be done by District management. Compensatory time is to be used within the fiscal year during the approval to use compensatory time for overtime work. At the end of each quarter, any compensatory time over 40 hours will be paid. With prior approval (approval must be requested prior to May 15<sup>th</sup>) of the District, employees may carryover a maximum of forty (40) earned hours into the following fiscal year.

5.5 "Extra Duty Time" shall be defined as time worked by a part-time employee in excess of their regular workday up to eight (8) hours per day. When overtime/extra duty is offered at a school facility, site seniority is first with that classification. If the unit member declines the offered time, it will then be offered to the next unit member with the highest seniority in that classification until that position is filled. No subs will work unless all permanent employees have turned down the offered time. Examples for such "Extra Duty Time" include Graduation Night, Family Nights, weekends, and other special events.

"Notification" timelines to accept or decline Extra Duty time:

- a. Weekend or Special Events — Unit members who are offered overtime/extra duty time will be given 2 hours to respond back to their departments indicating that they either accept or decline.
- b. Weekday Subbing for Vacations, Sick or Extra Help — In the event that no district subs are available to work, unit members who are offered overtime/extra duty time will be allowed 15 minutes to respond back to their departments indicating that they either accept or decline.

5.6 An employee who is required to stay at work past his/her assigned hours on behalf of the District to secure a site will receive a minimum of one hour pay at the appropriate overtime rate.

5.7 When an employee is called back and is required to work during a non-scheduled work period, the employee shall be paid for a minimum of 2 (two) hours at the appropriate rate of pay.

- 5.8 The District may establish a ten-hour-per-day, forty-hour, four-day workweek after consulting with CSEA and after obtaining approval or a simple majority of the affected employees. When a four-day work week is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours, forty (40) hours per week. Work performed on the fifth, sixth, and seventh days shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.
- 5.9 Unit members working in a lower paid classification on a temporary basis during their regularly scheduled work year shall earn their regular rate of pay. Unit members working in a lower paid classification during their non-scheduled work time (time outside of the employee's regularly scheduled work year) shall be paid at their current rate of pay or their Step in the appropriate Range to the lower paid classification, which ever is greater.
- 5.10 Unit members may be required upon approval or directive from a supervisor to perform duties inconsistent with those assigned to the unit member's classification or substitute in assignments outside of the unit member's classification by the District, provided that the unit member's salary is adjusted upward the higher Range he/she is required to work out of classification or assignment. Unit members that hold more than one classification shall be paid their highest range of pay when assigned by a supervisor to work out of classification. Unit members substituting in a higher classification or assignment shall receive a rate of pay of the step in the range of the assignment that is not lower than their current rate of pay.
- 5.11 Employees working their same classification or another classification within the same salary range on a temporary basis shall be paid at their current rate of pay regardless of the time of year in which the work is performed.
- 5.12 Unit members shall not be both a "paid" employee and a "non-paid" volunteer while performing the same type of work for the Salida Union School District. Unit members will be paid for all work that has been "suffered or permitted".

## **ARTICLE 6: VACATIONS & HOLIDAYS**

### **Holidays**

- 6.1 All unit members shall be entitled to the paid holidays as provided in 6.3, provided the unit member is in paid status during the work day immediately

preceding or the working day succeeding the holiday.

6.2 Unit members who are not normally assigned to duty during the holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in paid status during the work day of their normal assignment immediately preceding or succeeding the holiday period.

6.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1-1/2) the regular rate of pay.

Floating holiday either before or after Independence Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Workday after Thanksgiving  
Workday before or after Christmas  
Christmas  
Workday before *or* after New Years  
New Years  
Martin Luther King Day  
Lincoln's Day  
Washington's Day  
Workday before Easter  
Memorial Day  
Juneteenth

6.3.1 In the event that the Holiday before Easter falls during an "off track" period all 10, 11 and 12 month employees that are in paid status in their normal assignment immediately proceeding or succeeding the holiday shall be paid for the holiday.

### **Vacation**

6.4 Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is taken.

6.5 Such vacation shall not become a vested right until completion of six (6) months of employment.

6.6 Classified employees on the regular classified salary schedule who are employed full-time twelve (12) months per year are allowed vacation with pay according to the terms below established by the District.

1-3 continuous years	12 days
4 through 6 continuous years	15 days
7 through 12 continuous years	18 days
13 through 20 continuous years	21 days
21 or more	24 days

Grand-fathering of employees whose current vacation days exceed the revised schedule will be acknowledged.

- 6.7 Less than one year's service merits vacation in proportion to the time served. Part-time employees on regular contract if less than twelve (12) month employment but ten (10) months or more merit vacation which is prorated according to the months served.
- 6.8 Classified employees receive holidays designated in their contracts. Holidays falling within the employee's vacation period do not count as vacation days.
- 6.9 The terms of employment to be used for determining vacation time shall be based on the time served by the employee during the fiscal year, July 1 to June 30 of the preceding year.
- 6.10 The vacation schedule will be determined by District administration.
- 6.11 Vacations would be scheduled at times requested by employees so far as possible within the District's work requirements. In order for the District to consider the employee's request, they must submit the request at least sixty (60) days prior to the requested time. The District may consider vacation requests of less than sixty (60) days notification. The date of application shall be given consideration in approving vacation requests.
- 6.12 With prior written District approval, an employee eligible for unused vacation days may carryover ten (10) days for use not later than the end of the following fiscal year.
- 6.13 Permanent employees will be compensated in a lump sum for all earned and unused vacation upon separation for the District.

**ARTICLE 7: TRANSFER AND FILLING OF VACANCIES**

- 7.1 “Involuntary transfers” of bargaining unit members may be initiated by the District management whenever such transfer is in the best interest of the District. **After the District decision to initiate involuntary transfer, District shall notify CSEA President and meet to collaborate prior to unit member notification.** A bargaining unit member shall not have his/her assigned hours reduced, or shift changed as a result of a District initiated involuntary transfer,

or for disciplinary or capricious reasons. A unit member affected by such transfers shall be given notice as soon as administratively practicable. A conference will be held between the appropriate management person and the unit member upon request of the employee or the Association in order to discuss the reasons for the involuntary transfer. District reserves the right to move employees between sites when lack of work exists at current work location in order of reverse seniority within classification.

- 7.1.1 A “Voluntary Transfer” is any transfer initiated by a bargaining unit member into a position within the same classification. Voluntary transfers shall be granted on a seniority basis.
- 7.2 For purposes of this provision, a vacancy is any unit position which is new or which remains unfilled after any transfers are made.
- 7.3 Bargaining unit members shall be given consideration in filling any bargaining unit vacancies within the District, providing the unit members possess the minimum qualifications. Where two or more District employees apply and their qualifications are equal, seniority will be considered. The final selection will be the sole discretion of the District.
- 7.4 Notice of bargaining unit job vacancies which are to be filled, shall be advertised within the District by posting at each District site on employee bulletin boards for a minimum of five (5) days. Any bargaining unit member may apply for the position by filing written notice as indicated in the vacancy notice.
- 7.5 A “Transfer” is a change of work site or work shift of a bargaining unit member within his/her classification.
- 7.6 A “promotion” is a change in the assignment of a bargaining unit member from a position in one classification to a position in another classification at a higher salary range. When a bargaining unit member receives a promotion, the member shall be moved to the appropriate higher range and step of the new classification to ensure an increase in pay rate as a result of that promotion.
- 7.7 Cross Training: SUSD will provide cross training to bargaining unit members who request training within the guidelines below:
- a. Employees will request in writing their desire to be cross trained to Human Resources, the request will contain the classification to be trained in and the hours that employees are available to train.

- b. Employees being trained will shadow a current classified employee in the position they wish to be trained in.
- c. Cross Training is provided without pay, and will take place during trainees off duty hours.
- d. Cross Training is subject to approval by Human Resources. Each training can be ended by Human Resources at any time.

**ARTICLE 8: EVALUATIONS**

- 8.1 The District shall evaluate probationary employees at least three (3) times per year (3 months, 6 months and 1 year). The probationary period for new hires shall be Six months or 130 days in paid status, whichever is longer. Current employees who have been promoted to a new classification shall have an additional probationary period of six months or 130 days in paid status, whichever is longer. Promoted employees who do not complete their probationary period will be returned to their former classification. Additional evaluations may occur on an as needed basis. This could include an evaluation more frequently than once a year.
- 8.2 The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by District management.
- 8.3 The evaluation shall be in writing on forms authorized by the District.
- 8.4 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member. The evaluation shall include specific recommendations for any necessary improvements and will include a written improvement plan. A written improvement plan with a specific timeframe, no longer than ninety (90) calendar days, shall be developed by the supervisor with input from the employee.
- 8.5 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and not necessarily agrees with the content and has been provided the opportunity of attaching a written response which shall become a part of the permanent record. In addition, the Superintendent (or designee) shall review each evaluation and hear any appeals before the evaluation is

placed in the personnel file.

- 8.6 Only specific evaluation procedures as contained in this Article shall be subject to the grievance procedure. Evaluation substantive content shall not be subject to the grievance procedure.
- 8.7 Nothing in this Article shall be construed to allow for any evaluation being subject to the grievance procedure.

**ARTICLE 9: LEAVES**

9.1 **PERSONAL ILLNESS AND INJURY LEAVE**

9.1.1 Full-time unit members shall be entitled to one (1) day leave with full pay for each school month work for purposes of personal illness or injury. Unit members, who work less than full-time, shall be entitled to that portion of leave as the number of hours per week of schedule duty relates to the number of hours for a full-time unit member in a comparable position.

9.1.2 When a bargaining unit member is absent from his/her duties on account of illness or injury for a period of five (5) months or less, whether or not the absence arises out of or in the course of his/her employment, compensation for this leave shall be at the rate of 50% of the employee's regular per diem rate.

Total entitlement to this benefit is limited to one (1) five-month period per illness or injury. If a school year ends before the five-month period is exhausted, the bargaining unit member may take the balance of the five-month period in a subsequent school year.

This leave shall be used after all regular sick leave, accumulated compensatory time, vacation or other available paid leaves have been exhausted. The five-month period begins on the first day of absence after all leaves have been exhausted and runs consecutively with other paid leaves. This five-month leave period shall also be in compliance with State and Federal Family Care Leave.

The District may utilize presently employed bargaining unit members or persons who are not regularly employed by the District, to work as a substitute employee for an absent bargaining unit member who is using leave under this section.

9.1.3 A new employee of the District shall not be eligible to take more than six (6) days of personal illness/injury leave or the proportionate amount to which they



may be entitled, until the first day in the calendar month after completion of six (6) months active service to the District.

9.1.4 If a unit member does not utilize the full amount of leave as authorized in 9.1 above in any school year, the amount not utilized shall be accumulated from year to year.

9.1.5 Upon request by District management, a unit member may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

9.1.6 Whenever possible, a unit member must contact the designated employee responsible for securing substitutes as soon as the need to be absent is known, but in no event less than two (2) hours prior to the start of the work day unless the employee receives permission for a shorter time frame, to permit the employer time to secure a substitute.

## 9.2 PERSONAL NECESSITY LEAVE

9.2.1 Leave which is credited under Article 9.1 (Sick Leave) may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity does not exceed ten (10) days in any school year.

9.2.2 For purposes of this provision personal necessity shall be limited to: (a) a death or serious illness of a member of the unit member's immediate family; (b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family, as defined in Paragraph 9.3.2; (c) appearance in court; (d) other reason approved by the District. This leave generally shall not be available for purposes of personal convenience for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.

9.2.3 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases of "a" and "b" in section 9.2.2 above and discretionary days. Should the circumstances outlined in "a" or "b" arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

9.2.4 When requested, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 9.2.2 above.

9.2.5 The District agrees five (5) days of the above **ten (10)** Personal Necessity days per Section 9.2.1, that may be used with no restrictions provided the employee provides advanced notice to his/her supervisor and are for purposes other than strikes, sick-outs or other concerted activities or other similar reasons.

9.2.6 The District agrees to abide by state and federal laws regarding the Family Medical Leave Act (FMLA).

9.3 BEREAVEMENT LEAVE

9.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if one (1) day travel of 300 or more miles is required, without loss of salary on account of death of any member of his immediate family.

9.3.2 For purposes of this provision an immediate family member shall be limited to mother, father, mother-in-law, father-in-law, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or aunt or uncle of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee.

9.4 LEAVE OF PREGNANCY DISABILITY

9.4.1 Unit members are entitled to use sick leave as set forth in 10.1 and 10.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require verification of the extent of disability through medical review of the employee by a physician selected by the employee from a panel of three (3) District designated physicians.

9.4.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave as set forth in 9.1 and 9.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on

leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a medical review of the employee by a physician appointed by the District.

9.4.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

#### 9.5 CATASTROPHIC ILLNESS LEAVE

9.5.1 Employees may donate a portion of their sick leave directly to another eligible classified employee who has no remaining sick leave, or who anticipates exhausting all available sick, vacation and any other leave accruals during the fiscal year.

9.5.2 No donated leave will be used before all of the recipient's available leaves are exhausted.

9.5.3 All sick leave donations are voluntary and irrevocable.

9.5.4 Employees may donate sick leave by completing and submitting the appropriate form to the Salida Union School District Personnel Office.

9.5.5 Sick leave donations must be made in hourly increments.

9.5.6 CSEA will be the responsible party in soliciting voluntary donations under the above outlined terms and determining what constitutes a catastrophic illness and who is eligible.

9.5.7 A balance of ten (10) workdays of accumulated sick leave must be maintained by the donor. A maximum of ten (10) sick leave workdays may be donated to a recipient per donor per catastrophic illness.

9.5.8 There shall be a limit of one (1) year of donated time per recipient, based on the recipient's annual number of workdays.

#### 9.6 INDUSTRIAL ACCIDENT LEAVE

9.6.1 Unit members will be entitled to industrial accident leave for personal injury only if the injury has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

9.6.2 Such leave shall not exceed sixty (60) working days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

- 9.6.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, a bargaining unit member is still receiving temporary disability payment under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 9.6.4 The District has the right to have the unit member examined by a physician designated by and paid for by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 9.6.5 For any days of absence from duty as a result of the same industrial accident, the total compensation from the unit member from both sources shall not exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.
- 9.7 JUDICIAL LEAVE
- 9.7.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.
- 9.7.2 The unit member, while serving jury duty, will receive his/her regular pay as long as they pay back to the District any amount received for jury service, minus the mileage fees.
- 9.7.3 The District will grant paid leave, under Personal Necessity, to employee's per Article 10, Section 9.7 (Appearance in Court), if under subpoena to appear as a witness in a court other than as a litigant or to respond to a subpoena from another jurisdiction other than as a litigant. Unit members are required to

provide written notice to their immediate supervisor of the necessity of an absence under Section 14.3 no less than five (5) working days prior to the beginning of Judicial Leave and verification from the court of actual time spent in court for this provision.

9.8 ARTICLE 15: MILITARY LEAVE

9.8.1 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

ARTICLE 10: DISCIPLINE AND DUE PROCESS

10.1 PROGRESSIVE DISCIPLINE: At any time prior to the expiration of the probationary period, the Governing Board may, at its discretion, dismiss a probationary classified employee. A probationary employee shall not be entitled to a hearing. The initial probationary period shall not extend beyond the 6-month anniversary date of employment for classified unit members.

In accordance with the concept of progressive discipline, counseling and an opportunity for improvement shall typically precede disciplinary action. This concept will not apply in the case of gross misconduct.

10.1.1 The District shall have the right to impose disciplinary action, both orally or written, and suspend an employee without pay, for just cause.

10.1.2 This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel classified employees. Nor shall anything in Article VIII, Evaluations, limit the District's right to discipline unit members pursuant to this article.

10.1.3 The classified employee may request the presence of CSEA representative at an meeting scheduled by an administrator where discipline may be an outcome of the meeting.

10.1.4 Each step of progressive discipline must be preceded by the previous step except when the California Education Code provides-or the Superintendent or designee determines - that the misconduct justifies skipping of steps of progressive discipline.

10.1.5 Steps of Progressive Discipline

The steps of progressive discipline shall be followed by the District except when the Superintendent and/or designee determine that the misconduct

justifies the skipping of steps of progressive discipline.

Step 1: Oral Counseling

The Oral Counseling session shall take place between the administrator and the classified employee. Employee may request CSEA representation to be present. Oral Counseling may be followed up with a meeting summary memo to memorialize the conversation. Meeting summary memo will not be placed in the employee's personnel file, except as an attachment to a Letter of Reprimand.

Step 2: Letter of Concern

A Letter of Concern shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the unit member's personnel file, except as attachments to a Letter of Reprimand. The classified employee shall have the right to attach his/her statement of rebuttal to any Letter of Concern. Such statements shall remain with the Letter of Concern if attached to a Letter of Reprimand. A Letter of Concern shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

Step 3: Letter of Warning

A Letter of Warning shall report the specific acts or omission upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the classified employee's personnel file, except as attachment to a written reprimand. The unit member shall have the right to attach his/her statement of rebuttal to any Letter of Warning. Such statements or rebuttal shall remain with the Letter of Warning if attached to a Letter of Reprimand. A Letter of Warning shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

Step 4: Letter of Reprimand

A Letter of Reprimand shall report the specific acts or omissions upon which the reprimand is based and shall specify the administrator's expectation for improvement. The employee shall sign the written reprimand, only to acknowledge receipt and not to imply concurrence. All written reprimands shall include a standard statement from the District informing classified

employees of the following:

1. The written reprimand shall be placed in the employee's personnel file.
2. The employee has the right to submit a written rebuttal to the Letter of Reprimand at any time, and that such rebuttal shall be permanently attached to the written reprimand.

10.1.6 Oral Counseling; Letters of Concern and Letters of Warning are not subject to the grievance procedure.

10.2 Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of permanent Classified Employees: Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause in accordance with law. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

10.3 Initiation and Notification of Charges

10.3.1 The Superintendent/designee may initiate a personnel action in accordance with law and this Article against a permanent classified employee.

10.3.2 In all cases involving a personnel action, the Superintendent/designee initiating said action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes therefore based on the grounds below.
- c. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.
- d. A statement of the employee's right to appeal from the recommendation and the manner and time within which his/her appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

10.4 Grounds for Disciplinary Action of Permanent Classified Employees: One or more of the following causes shall be grounds for suspension, demotion or

dismissal of any permanent classified employee.

- 10.4.1 Incompetence or inefficiency in the performance of the duties of his/her position.
- 10.4.2 Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required tests).
- 10.4.3 Insubordination (including, but not limited to, refusal to do assigned work).
- 10.4.4 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 10.4.5 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- 10.4.6 Dishonesty
- 10.4.7 Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
- 10.4.8 Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
- 10.4.9 Personal conduct unbecoming an employee of the District.
- 10.4.10 Engaging in political activity during assigned hours of employment.
- 10.4.11 Conviction of any crime involving moral turpitude.
- 10.4.12 Arrest for a sex offense as defined in Education Code sections 44010/87010.
- 10.4.13 Convictions of a narcotics offense as defined in Education Code sections 44011/87011.
- 10.4.14 Absence without leave or repeated tardiness.
- 10.4.15 Abuse of illness leave privileges.
- 10.4.16 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
- 10.4.17 Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by an appropriate



federal, state or local governmental agency.

- 10.4.18 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 10.4.19 Willful or persistent violation of the Education Code or rules and regulations of the District.
- 10.4.20 Any willful conduct tending to injure the public service.
- 10.4.21 Abandonment of position, or excessive absenteeism.
- 10.4.22 Physical or mental incapacity.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

#### 10.5 Employment Status Pending Appeal or Waiver

- 10.5.1 Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.
- 10.5.2 In cases where the Superintendent or designated representative has determined that a permanent classified employee should be dismissed and that continuation of the employee in active duty status after a written recommendation of such personnel action has been issued would result in an unreasonable risk of harm to students, staff or property during the time the proceedings are pending , or the Superintendent believes the employee should be removed from the work site prior to the hearing. The Superintendent or designated representative may order the employee suspended from his/her duties without pay in conjunction with the recommendation of personnel action. Such suspension order shall comply with law and afford the employee an opportunity to have a "Skelly" hearing before the Superintendent prior to the suspension without pay.

#### 10.6 Right to Appeal

- 10.6.1 The employee may, within five (5) calendar days after receiving the recommendation of personnel action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed in accordance with law within the

specified time limit by the employee shall constitute a sufficient notice of appeal.

- 10.6.2 If the employee against whom a recommendation of personnel action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

10.7 Amended/Supplemental Charges

- 10.7.1 At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the Superintendent/designee may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

- 10.7.2 If the amended or supplemental recommendation presents new causes or allegation, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

10.8 Hearing Procedures

- 10.8.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have representation and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The procedure entitled "Administrative Adjudication commencing at Section 11500 of the Governing Code shall not be applicable to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

- 10.8.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law.

If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended personnel action.

- 10.8.3 In arriving at a decision or a proposed decision on the personnel action, the Board may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such records were introduced into evidence at the hearing.
- 10.8.4 The decision of the Board shall be in writing and shall contain specific findings of an act based on the evidence and charges presented.
- 10.9 Hearing Decision: The decision of the Board shall be final with a copy of the decision being sent to the employee and designated representative by certified mail within thirty (30) workdays of the final Board hearing.

#### **ARTICLE 11: PERSONNEL FILES**

- 11.1 Primary personnel files of each employee shall be maintained at the District Office.
- 11.2 Information of a derogatory nature shall not be filed in the employee's personnel folder until the employee is given a notice and a reasonable opportunity to review and comment. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. Written comments will be submitted to the employee's immediate supervisor. The appropriate District personnel will file the comments in the employee's personnel file.
- 11.3 Inspection of Files: An employee, who wishes to inspect materials in his /her personnel file, shall make an appointment and review the material during the normal District business hours. Materials will be inspected at the appropriate location in the presence of the District office personnel within three (3) working days from the date requested.

#### **ARTICLE 12: ORGANIZATIONAL RIGHTS**

- 12.1 CSEA shall have the right to use, without charge, specified instructional bulletin boards, mailboxes, and the use of the school mail system, for the posting or transmission of information or notices concerning CSEA matters. No long distance telephone calls may be made at District expense.

- 12.2 CSEA shall have the right to reasonably use without charge, institutional facilities, at reasonable times, for CSEA business in accordance with District policy. Any use of equipment does not include the use of supplies required to run the equipment, which must be furnished or reimbursed to the District by CSEA.
- 12.3 CSEA shall have the right to receive non-confidential materials related to wages, hours, or other terms and conditions of employment which are relevant to CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit members.
- 12.4 CSEA shall have the right to review a bargaining unit member's personnel files and any other records dealing with the bargaining unit member when accompanied by the individual or upon presentation of a written authorization signed by him/her. Reasonable notice shall be given.
- 12.5 Within thirty (30) days after the execution of this contract, District shall print or duplicate and provide a copy of this contract to every bargaining unit member. The District agrees to provide newly hired bargaining unit members with a copy of the contract.
- 12.6 The right of release time, without pay, for the authorized number of CSEA chapter delegates to attend the CSEA annual conference as indicated on the annual CSEA Delegate Authorization report, shall be granted provided that the employee or employees have given written notice ten (10) working days prior to the absence. CSEA will submit the CSEA Delegate Authorization report to the District upon receipt as verification of the CSEA authorized number of delegates to the annual conference.
- 12.6.1 There will be no more than two (2) authorized delegates from any one Department for purposes of not creating a hardship for the Department or the District.
- 12.6.2 SUSD will provide release time for the CSEA Chapter President, or his/her designee, at no cost to the District. The Chapter President or designee will notify in advance his/her supervisor that Union release will be taken and the District will bill CSEA Chapter #786 for the time used.
- 12.7 The District shall, upon appropriate written authorization from any employee represented by CSEA Chapter 786, deduct and make appropriate written authorization for dues, insurance premiums, credit union payments, tax shelter

annuities or other plans or programs as approved by the District.

- 12.8 The District shall provide a CSEA New Employee Packet, provided by CSEA, to each new hire covered by this agreement at the beginning of the employee's employment. The District shall notify the Chapter President of all new hires covered by this agreement. Notification shall include: name, phone number, address, date of hire, rate of pay, classification and work site.

### **ARTICLE 13: SAVINGS PROVISION**

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

### **ARTICLE 14: SUPPORT OF AGREEMENT**

- 14.1 The Association agrees to support this Agreement for its terms and will not appear before any public bodies in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Association.

### **ARTICLE 15: EFFECT OF AGREEMENT**

- 15.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

### **ARTICLE 16: COMPLETION OF MEET AND NEGOTIATIONS**

- 16.1 During the term of this Agreement, CSEA and the District agree to reopeners as specified:
- 2023-2024 reopeners:
    - Article 4- Compensation and Benefits
    - Each party will be allowed two (2) additional articles
  - 2024-2025
    - Article 4- Compensation and Benefits
    - Each party will be allowed two (2) additional articles

- 16.2 The parties agree that any provision of this Agreement may be reopened at any time during the term of this Agreement by mutual consent of both parties.

**ARTICLE 17: LAYOFFS**

17.1 Layoff Notice:

An employee may be subject to layoff for lack of work or lack of funds. An employee subject to layoff shall be given written notice of an impending layoff, in accordance with Ed Code Section 45117. A layoff in a specially funded program is conducted pursuant to Section 17.14 below.

17.2 Seniority:

For purposes of layoffs, seniority shall be defined as date of hire in the classification in which an employee gained permanent status. Any layoff shall be administered within a classification. The order of layoff shall be based on seniority within that classification and higher classifications in which the employee has served and gained permanent status. The employee(s) with the least seniority in the classification shall be laid off first.

17.3 Bumping Rights:

A permanent employee laid off from his/her present classification may bump into an equal or lower classification in which he/she has previously worked and gained permanent status. The senior employee's right to bump shall be based upon the employee's seniority in the equal or lower classification in which they are displacing a junior employee, plus higher classifications. An employee who elects to exercise displacement rights may displace the least senior employee within the equal or lower classification. When an employee bumps into a lower classification he/she shall be placed on the step in the lower classification that results in the least financial impact.

17.4 Layoff in Lieu of Bumping:

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

17.5 Equal Seniority:

If two (2) or more employees subject to layoff have equal seniority within classification, the determination as to who shall be laid off will be made on the basis of the greater seniority, (hire date is defined as first day of service);

and if that be equal, the determination shall be made by lot.

17.6 Reemployment Rights:

Laid-off persons are eligible for preferred reemployment in the class for which he/she was laid off for a thirty-nine (39) month period, shall be offered reemployment in reverse order of layoff. Laid off employees who are rehired within the 39 (or 63) months shall have all contractual rights and benefits (i.e. longevity, vacation, sick leave, etc.) bridged as though the employee had never been laid off. A laid off employee who has accepted demotion or reduction in hours in lieu of layoff shall have an additional 24 months to be reemployed in the former position or a total of 63 months from the date of the original layoff.

17.6.1 Notice of the opportunity for reemployment shall be made by certified mail to last known address, personal service, or by verbal contact that is logged. When verbal contact is utilized, the notice of opportunity for reemployment shall be followed up by a notice using certified mail or personal service.

17.6.2 The laid off person shall accept or reject the opportunity for reemployment no later than the close of business on the fifth (5<sup>th</sup>) working day, either in writing or by personal contact, following the date of mailing or personal contact. If there is no response from the laid off person, they will miss their rotation on the 39 month rehire list and that opportunity for reemployment. If a laid off person rejects the opportunity for reemployment into a position exactly like the one from which they were laid off, they shall be removed from the 39 month rehire list. Should the District receive notice from the U.S. Postal Service that an addressee has moved with no forwarding address, that laid off person shall then be removed from the list due to the District's inability to notify them of available opportunities for reemployment.

17.6.3 When reemployment is accepted, the person shall have a maximum of ten (10) working days to report to work. In the event the reemployment offer is not for an immediate start date, reporting shall be as specified by the district. Reporting to work is subject to successful clearance by DOJ for fingerprinting.

17.6.4 When a reemployment offer is rejected due to the laid-off persons verified illness or personal hardship, as determined by the Administrator of Personnel Services, the person shall remain on the reemployment list not to exceed the original thirty-nine (39) month rehire deadline or sixty-three (63) month rehire

deadline, whichever is appropriate.

17.7 Retirement in Lieu of Layoff:

Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Public Employees Retirement System (CALPERS) shall be placed on a thirty-nine (39) month reemployment list. The SUSD shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, in accordance with Section 23.6.3, of the appropriate vacant position, the SUSD shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

17.8 Demotion In Lieu of Layoff:

Laid off employees with permanent status may volunteer to take a demotion into a lower classification for which they have not worked if the position is vacant, if they meet the minimum qualifications and if the most recent evaluation within the past two (2) years has an overall performance rating of Satisfactory. Employees shall be deemed permanent in the lower classification and shall not serve a probationary period.

17.9 Right to Apply for Vacancies:

A laid-off employee may apply for any vacant position for which he/she is qualified. Laid off employees will be hired in preference to new applicants for vacant positions in which they meet the minimum qualifications. If a laid-off employee is hired for a new classification he/she shall have all contractual rights, including longevity, appropriate placement on the vacation schedule, seniority and any unused sick leave accrued, prior to lay-off, restored. Seniority in the new classification will begin the date of hire in that new classification.

17.10 Seniority Roster:

The SUSD agrees to annually, by classification, furnish to CSEA Local # 786 a seniority list showing seniority earned as of June 30<sup>th</sup>. This list will be provided to the local association by October 1<sup>st</sup>. In the event of layoff the SUSD agrees to update the seniority list(s) for any affected classification (s).

17.11 Effects of Layoff:



The laid-off employee shall be entitled to pay including all earned vacation pay, earned wages and accumulated overtime.

17.11.1 Following the layoff of any employee, the District will send appropriate COBRA notices to each laid-off employee notifying him/her of all COBRA rights. COBRA benefits will be paid according to State and Federal guidelines.

17.11.2 At the request of the laid-off employee or the employer an exit interview shall be conducted. The employee shall have the right to have a CSEA representative at this exit interview.

17.11.3 An employee who is on the thirty-nine (39) month reemployment list shall, when requested, be given consideration to be called as a substitute in the employees' former classification at the substitute rate; however, the SUSD reserves the right not to call a laid-off employee to substitute if the employee's substitute performance is not satisfactory or the employee turns down opportunities to substitute. The decision to remove a laid-off employee from the substitute list is not grievable, as substitutes are not included within the bargaining unit. Removal of a laid-off employee from the substitute list shall not affect the employee's statutory reemployment rights.

17.12 Work Load:

Before work is to be redirected to other bargaining unit employees due to a layoff the District and CSEA shall meet and discuss related workload issues.

17.13 Retention of Rights

Laid off employees and employees affected by reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education Code, this Agreement and District policies and procedures.

17.14 Specifically Funded Program Layoff

When the District will lay off a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served on the employee not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

**ARTICLE 18: ORGANIZATIONAL SECURITY**

Employee Rights:

- 18.1 The District recognizes the right of employees to form, join and participate in lawful activities of the California School Employees Association. Neither the District nor CSEA shall discriminate against an employee in the exercise of this right.
- 18.2 CSEA shall have the sole exclusive right to have membership dues deducted by the District for employees in the bargaining unit. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs jointly approved by CSEA and the District.
- 18.3 The District agrees to authorize and direct the County Superintendent to remit such monies to the Association.
- 18.4 The Association agrees to furnish any information needed by the District to fulfill the provision of this Article.
  - 18.4.1 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 18.5 The Association as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, cost, charges or penalties incurred in responding to or defending against all claims, disputes, challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to service fees, provide the District has complied with the terms of this article and has notified the Association of its awareness of such action. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District that are necessary to defend the District's interests. The District will provide the Association an accounting of the precise costs incurred by the District.
  - 18.5.1 The District shall, at no charge, deduct dues and service fees obligated under this agreement.
- 18.6 EMPLOYEE INFORMATION – All Bargaining Unit Members
  - a) Newly-Hired Employees: The District shall provide CSEA with the name, job title, department, work location, and work phone number of any new

employee within 30 days of hire or by the first pay period of the month following hire.

b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service, or password protected Excel format, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (inc. apartment #);
- xi. City;
- xii. State;
- xiii. Zip Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xix. Hire date.

c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all the information in 18.6 for all bargaining unit members on the last working day of September, January and May.

#### 18.7 New Employee Orientation

a) “New employee orientation” means the onboarding process of a newly hired bargaining unit employee, whether in person, online, or through other means, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b) “Newly Hired Employee” or “New Hire” means any employee, whether permanent, full-time, part-time, hired by District, and who is still employed as of the date of new employee orientation.

18.8 The District shall provide CSEA notice of any newly hired classified employee hired in a classified position represented by CSEA, within ten (10) days of date

of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

a) The District does not conduct large group orientation for newly hired employees. For individual or small group new employee orientations, CSEA shall have up to thirty (30) minutes to communicate with new bargaining unit members. The union will be provided with not less than 10 days' notice of the orientation. If the orientation falls with the contracted work schedule, paid release time shall be provided for one (1) CSEA representative, to conduct the orientation session. CSEA will provide the District with contract information (email-home & cell phone) of the designated CSEA orientation representative(s).

b) The CSEA representative will provide membership application (and a CSEA provided link for an electronic application where applicable), in any orientation packet of any newly hired employee.

c) The orientation session shall be held on District property during District hours of operation.

#### **ARTICLE 19: EMPLOYEE EXPENSES AND MATERIALS**

19.1 Employees with prior authorization shall be reimbursed for non District paid expenses associated with attendance at conferences, workshops, purchase of supplies needed in the performance of his/her duties, mileage while undertaking District business and for food and/or lodging when required in the performance of job related responsibilities. Employees must submit a Reimbursement Claim and attach all receipts along with proper authorization.

19.2 The District shall pay employees of the District required, as a condition of their employment, to undergo medical examinations, and drug testing. Employees shall be responsible for securing TB testing/x-rays through either their medical insurance coverage, a County health clinic, or when provided by the District, as a condition of continued employment.

#### **ARTICLE 20: SAFETY**

20.1 All classified employees have the right to refuse any and all work that they reasonably believe is a hazard to their health and/or safety, without any reprisals.

20.2 Employees will be provided with eye protection whenever there is a risk of

receiving eye injuries such as punctures, abrasions, contusions or burns as a result of contact with flying particles or hazardous substances or protections, or as a result of injurious light rays.

- 20.3 Unit members will be provided with appropriate foot and/or hand protection when conditions require.
- 20.4 Foot protection will be required if there is a potential exposure to foot injuries from falling objects, hot, corrosive, or poisonous substances; or crushing or - penetrating action; or when working in abnormally wet conditions.
- 20.5 Hand protection is required when unit members' work involves unusual and/or excessive exposure to cuts, burns, or harmful physical, chemical, or radioactive agents.
- 20.6 Respirators and full body protective gear meeting State health and safety standards will be provided whenever unit members are required to work with any chemicals, compounds, or when partial contamination can occur.

**ARTICLE 21: TERM**

21.0 Term

Length of Agreement shall be from July 1, 2022 – June 30, 2025.

This tentative agreement shall fully resolve the 2022-2025 successor negotiations for the parties. Should any other represented bargaining unit receive a total compensation package in excess of what CSEA has agreed to herin, the District agrees to contact CSEA to facilitate an equitable increase to this CSEA total compensation package.

For CSEA: Meloney Sanders Date: 8-31-23

For District: [Signature] Date: 9/13/23

**Salida Union School District  
California School Employees Association  
2023-2024 Salary Schedule**

Range	Days	Classified Positions	Days	Classified Positions	Step 1 Hourly Rate	Step 2 Hourly Rate	Step 3 Hourly Rate	Step 4 Hourly Rate	Step 5 Hourly Rate	Step 6 Hourly Rate
1	183	Cafeteria Worker I	190	Waste Recycling Warehouse Worker	15.53	16.55	17.55	18.60	19.15	19.73
	180	District Driver/Maintenance Helper	181	Crossing Guard	(\$15.81 effective 1/1/2023)					
	261	Groundskeeper Helper	182	Food Service Delivery/Service						
2	183	Central Kitchen Cafeteria Worker I				16.50	17.29	18.42	19.53	20.11
3	181	Campus Supervisor	181	Physical Education Helper	16.78	17.88	19.13	20.49	21.10	21.73
	181	Instructional Aide – Bilingual	181	Cafeteria/Playground Aide						
	181	Instructional Aide - Special Education	181	Café Monitor						
4	183	Cafeteria Worker II	183	Itinerant Food Service Worker	17.51	18.60	19.91	21.32	21.96	22.63
	261	Data Technology Clerk	180	Student Service Facilitator						
	181	After School Program/Campus Supervisor	183	Food Service Worker Assistant						
	190	Food Service Delivery Driver/Warehouse Worker	180	Delivery/Warehouse Worker						
5	261	Cafeteria Worker III	181	Computer Lab Aide	18.15	19.40	20.69	22.16	22.82	23.51
	183	Cafeteria Worker III - Site	180	Health Clerk						
	185	Library Clerk - Elementary	261	Maintenance Operations Worker						
	180	Supply Inventory Clerk	180	Warehouse Clerk						
	261	Maintenance/Mechanic's Helper/Bus Driver	180	Clerk Typist II						
6	261	Food Service Worker Lead	183	Food Service Worker Lead	18.91	20.14	21.53	23.06	23.75	24.47
7	181	Instructional Paraprofessional	181	ASP Instructional Aide	19.65	20.92	22.39	23.98	24.70	25.44
	190	Instructional Computer Lab Support Tech (Para)	181	Lead Campus Supervisor						
	181	Instructional Paraprofessional – Bilingual	180	Learning Center Assistant						
	181	Instructional Paraprofessional – Special Education	181	Student Support Paraprofessional						
8	261	Account Office Clerk	185	School Account Clerk	20.48	21.78	23.32	24.95	25.69	26.47
	195	Attendance Clerk – Elementary	185	School Secretary I						
	261	Custodian I	261	Secretary I – Maintenance						
	261	Groundskeeper	185	Special Programs Secretary						
	261	Maintenance Worker I	190	Staff Secretary						
	190	Receptionist/Staff Secretary	181	ASB Account Secretary/Clerk						
	261	MOT Secretary								
9	261	Account Clerk/Payroll II	261	Lead Maintenance/Operations Worker II	21.26	22.64	24.20	25.90	26.67	27.47
	261	Account Clerk/Payroll II/IT	195	Library Clerk – Middle School						
	200	Attendance Clerk – SMS (middle school)	195	Library Media Clerk						
	185	Behavior Support Assistant	261	Maintenance Worker II						
	190	CN Lead Warehouse/Delivery Worker	195	Supportive Services Liaison – DO						
	261	Custodian – Administration	185	Speech Language Pathologist Assistant						
	261	Custodian II	261	Groundskeeper II						
10	261	Curriculum Secretary	200	School Secretary II	22.14	23.54	25.19	26.96	27.77	28.60
	210	School Secretary II – SMS	195	Computer Technician I						
11	261	Account Technician I	182, 261	Bus Driver	22.94	24.49	26.17	28.00	28.85	29.71
	185	Transportation Dispatcher								
12	261	Mechanic	182	ASP Site Supervisor	23.94	25.47	27.25	29.18	30.05	30.95
13					24.90	26.49	28.38	30.33	31.24	32.18
14	261	Maintenance Worker III (Skilled)			25.84	27.58	29.48	31.53	33.58	35.61
15	261	Lead Mechanic	261	Lead Maintenance	26.91	28.66	30.67	32.79	34.93	37.06
	261	Lead Transportation	261	Purchasing Technician						
16					28.27	30.06	32.21	34.43	36.69	38.90
17	261	District Technology Specialist			32.45	34.05	35.81	37.55	38.67	39.84

**Substitutes**

All CSEA Substitutes will be paid at Step 1 of the appropriate Range, with the exception of Bus Driver and Custodian I, who will be paid at Step 2.

**LONGEVITY**

After completion of ten (10) years of continuous service: 8 hour employee receives \$420 per year, 4-8 hour employee receives \$280 per year, 1-4 hour employee receives \$140 per year  
 After completion of fifteen (15) years of continuous service: 8 hour employee receives \$840 per year, 4-8 hour employee receives \$560 per year, 1-4 hour employee receives \$280 per year  
 After completion of twenty (20) years of continuous service: 8 hour employee receives \$1,260 per year, 4-8 hour employee receives \$840 per year, 1-4 hour employee receives \$420 per year

Add Groundskeeper II  
 Add Substitute pay language  
 Board Approved 6/20/23  
 Revised 6/22/23

**California School Employee's Association  
Appendix B**

**CLASSIFICATION**

**The following positions are excluded from this unit:**

Management	<u>Confidential Employees:</u>
Supervisory	Controller
Child Care Employees	Accountant/Payroll
Head Start Employees	Account Technician II
State Preschool Employees	Auditor/Accountant
Student Workers	Bookkeeper/Accountant
Substitutes	Business Officer Secretary
Even Start Employees	Facilities/Business Tech
Interns	Human Resource Specialist
Licensed Vocational Nurse (effective 16-17)	District Secretary
	Executive Secretary

**The following positions are included in this unit:**

Account Clerk/Payroll II	Instructional Aide – Bilingual
Account Clerk/Payroll II/IT	Instructional Aide - Special Education
Account Office Clerk	Instructional Computer Lab Support Tech (Para)
Account Technician I	Instructional Paraprofessional
After School Program/Campus Supervisor	Instructional Paraprofessional – Bilingual
ASB Account Secretary/Clerk	Instructional Paraprofessional – Special Education
ASP Instructional Aide	Itinerant Food Service Worker
ASP Site Supervisor	Lead Campus Supervisor
Attendance Clerk – Elementary	Lead Maintenance
Attendance Clerk – SMS (middle school)	Lead Maintenance/Operations Worker II
Bus Driver	Lead Mechanic
Café Monitor	Lead Transportation
Cafeteria Worker I	Learning Center Assistant
Cafeteria Worker II	Library Clerk - Elementary
Cafeteria Worker III	Library Clerk – Middle School
Cafeteria Worker III - Site	Library Media Clerk
Cafeteria/Playground Aide	Maintenance Operations Worker
Campus Supervisor	Maintenance Worker I
Central Kitchen Cafeteria Worker I	Maintenance Worker II
Clerk Typist II	Maintenance Worker III (Skilled)
CN Lead Warehouse/Delivery Worker	Maintenance/Mechanic’s Helper/Bus Driver
Computer Lab Aide	Mechanic
Computer Technician I	Physical Education Helper
Crossing Guard	Purchasing Technician
Curriculum Secretary	Receptionist/Staff Secretary
Custodian – Administration	School Account Clerk
Custodian I	School Secretary I
Custodian II	School Secretary II
Data Technology Clerk	School Secretary II – SMS
Delivery/Warehouse Worker	Secretary I – Maintenance
District Driver/Maintenance Helper	Special Programs Secretary
District Technology Specialist	Staff Secretary
Food Service Delivery Driver/Warehouse Worker	Student Service Facilitator
Food Service Delivery/Service	Supply Inventory Clerk
Food Service Worker Assistant	Supportive Services Liaison – DO
Food Service Worker Lead	Transportation Dispatcher
Groundskeeper	Warehouse Clerk
Groundskeeper Helper	Waste Recycling Warehouse Worker
Health Clerk	