

# COLLECTIVE BARGAINING AGREEMENT

July 1, 2021 - June 30, 2024

between



CENTER JOINT UNIFIED SCHOOL DISTRICT

8408 Watt Avenue  
Antelope, California 95843

and



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 610

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CSEA #610 President  
Marie Huggins

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Board President  
Kelly Kelley

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CSEA #610 Labor Relations  
Cesar Mata

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Director of Human Resources  
David Grimes

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## **ARTICLE I**

### **PREAMBLE**

This Agreement is between Center Joint Unified School District, hereinafter, referred to as “District” and the California School Employees Association and its Center Joint Unified District Classified Employees Chapter #610, hereinafter referred to as “CSEA.”

## **ARTICLE II**

### **RECOGNITION**

The District recognizes that CSEA and its Center Joint Unified Classified Chapter #610 is the Exclusive Representative for classified employees of the District, including positions listed in Appendix A and excluding management, supervisory, confidential, short-term, temporary and substitute employees.

## ARTICLE III

### **ORGANIZATIONAL SECURITY**

(Revised April 2019)

#### A. Membership Dues

1. CSEA has the sole and exclusive right to have regular membership dues deducted by the District for classified employees. CSEA certifies that it has and will maintain individual employee authorizations regarding union membership. CSEA shall provide written notification to the District within a reasonable time, normally within ten (10) days, of any unit member who is a member of CSEA, or who has applied for membership, and who has authorized deduction of CSEA membership dues.
2. In accordance with the CSEA Dues Schedule, the District shall deduct membership dues from the wages of CSEA members, as voluntarily authorized in writing by the employee on the CSEA form. Pursuant to written notification by CSEA, the District shall deduct the membership dues from the regular salary warrant of the unit member. Deductions for unit members who join CSEA after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year.
3. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
4. CSEA agrees to furnish any information needed by Business Services to fulfill the provisions of this Article.
5. The District shall not be obligated to implement any new, revised, changed, or discontinued payroll deduction until the first of the month following no less than thirty (30) calendar days after CSEA submits their form to the District payroll office initiating such revised deduction.
6. No employee shall be obligated to pay membership dues to CSEA until the first of the month following at least thirty (30) calendar days from the employee's hire date.

#### B. Membership Information

1. The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. This agreement shall satisfy District's duty to bargain effects of Janus decision.

2. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District does not need to keep track of this period which shall be tracked by CSEA within its membership database.
3. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information as required by law.

C. Hold Harmless Provision

1. CSEA shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this Article III. CSEA shall bear all costs of defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
2. CSEA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. CSEA's decision thereon shall be final and binding upon all Parties protected by Section C.1., above.
3. Section C.2., above shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the CSEA for failing to act in good faith settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.

## **ARTICLE IV**

### **CSEA RIGHTS**

- A. CSEA may use school buildings for meetings subject to the availability of the facility. Prior approval from the site supervisor is required.
- B.
  - 1. At least one (1) bulletin board per work site will be provided in spaces where employees normally congregate. The bulletin board will be of sufficient size to post CSEA's written communications.
  - 2. The CSEA site representative shall be responsible for the posting and contents of all such communications.
- C. CSEA may use the District mail service and employee mailboxes for official communications, provided that the CSEA name is clearly shown. CSEA shall not use District mail service for the purpose of urging the support or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the governing board of the District.
- D. Upon written request from the CSEA President or LRR to the Director of Human Resources, the District will provide or make available lawfully required public information necessary for CSEA to perform its role as exclusive representative.
- E. CSEA may use equipment, materials and supplies provided that in doing so it does not interfere with the normal student instruction or work production of the District. CSEA shall pay for the cost of materials and supplies incident to each use. CSEA agrees to leave equipment used in a clean and orderly condition. CSEA shall not use District equipment, materials or supplies for the purpose of urging the support or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the governing board of the District.
- F. A reasonable number of CSEA representatives shall have the right to receive reasonable periods of release time when meeting and negotiating and for the processing of grievances. Meeting and negotiating includes only time spent at the negotiating table, caucusing incident to the negotiation process, mediation and fact-finding. Meeting and negotiating does not include the time necessary to prepare for negotiations.
- G. Any CSEA correspondence addressed to the District and related to the negotiation process or grievance procedure shall be directed to the Director of Human Resources.
- H. The District shall provide the CSEA President/Designee and LRR a copy of the agenda for Board meetings with backup material and a copy of Board meeting minutes. The CSEA President shall provide the name of the designee.
- I.
  - 1. The Human Resource Department shall provide the CSEA President a copy of the seniority lists(s) for up to two (2) classifications within five (5) business days of receipt of written request.

2. The Human Resource Department shall provide the CSEA President a copy of the seniority list(s) for three (3) or more classifications within fifteen (15) business days of receipt of written request.
- J. The Human Resource Department shall provide the CSEA President or LRR a listing of bargaining unit employees that include their name, employee number, work site, daily work hours, monthly gross salary and home mailing address within fifteen (15) business days of receipt of written request.
- K. The CSEA President shall provide the Director of Human Resources and the CSEA's LRR a written list of the names, mailing addresses and telephone numbers of the officers and authorized representatives of CSEA #610 on/about January 31st of each year.
- L.
  1. Representatives of CSEA shall have the right of access at reasonable times to areas in which employees work. Reasonable times are defined as:
    - a. Before the workday begins.
    - b. During the duty-free lunch period.
    - c. At the end of the workday.
    - d. During off-duty times.
    - e. Group orientations for bargaining unit employees.
    - f. Other times mutually agreed to by the site supervisor.
  2. CSEA Representatives shall not interfere with or interrupt employees during the normal school day, at times when employees are performing their duties. CSEA Representatives may meet with employees during work hours when investigating or processing grievances, or disciplinary cases when an appeal has been filed and where the employee is not the grievant or subject of the disciplinary action.
  3. CSEA Representatives shall provide reasonable advance notice to the employee's work site supervisor or Director of Human Resources prior to meeting with any employee while on duty in order to identify a mutually convenient date and time. Notification shall also include the approximate length of time of the meeting.
- M. The District shall post the Agreement on its website for unit members to access. The District shall provide a copy of the current Agreement to each unit member at the time of initial employment and thereafter upon request.
- N.
  1. The CSEA President/designee shall be entitled to five (5) days leave per year for the purpose of conducting CSEA business, provided that CSEA reimburses the District for all compensation paid to the CSEA President/designee on account of the leave.
  2. CSEA President/designee leave days shall require at least forty-eight (48) hours advance notice when practical and mutual agreement between the CSEA President/designee and Director of Human Resource of the specific days to be used.
  3. By mutual agreement of the CSEA President and the Director of Human Resources, two (2) additional days may be authorized.



- O. The District shall provide the CSEA Chapter President or designee notice of any newly hired employees, within seven (7) days of date of hire in order to facilitate an orientation process by CSEA. The list will include the employee's contact information, home and site phone numbers and address and email address. CSEA will maintain the privacy of the employees' information.

"Newly hired employees" includes employees who have not been previously employed by the District and also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

- P. The District shall include two copies of a CSEA information sheet in any employee orientation packet of District material's provided to any newly hired employee. The information sheet shall be provided to the District by CSEA and include the contact information for the CSEA Executive Board, the Labor Relations Representative, and the web address for the CSEA Collective Bargaining Agreement. One copy of this information sheet shall be signed and dated by the employee and retained by the District as proof of receipt.
- Q. CSEA shall have the right to conduct an orientation session for newly hired unit employees to inform them about CSEA, including but not limited to CSEA structure, activities, and membership, and the collective bargaining agreement.
- R. In the event the District conducts employee orientation sessions for newly hired employees, CSEA shall also have the right to conduct an orientation at the end of the District's session. The District shall provide one (1) hour of paid release time for a total of one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

## **ARTICLE V**

### **DISTRICT RIGHTS**

- A.
  - 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.
  - 2. Included in, but not limited to those duties and powers, are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of 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 the District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine methods of raising revenue and contract out work to the extent permitted by law.
- B.
  - 1. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees, except as modified by the expressed and explicit terms and conditions of the Agreement.
  - 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 the Agreement and then only to the extent of such specific and express terms are in conformance with law.

## ARTICLE VI

### HOURS

- A. 1. The normal full-time workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week.
- 2. Each employee shall be assigned a regular minimum number of hours per day.

#### B. OVERTIME

- 1. Any hours which an employee works above and beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's regular pay rate.
  - 2. Any overtime hours must have prior and direct authorization from the employee's immediate supervisor unless an unforeseen/emergency situation exists.
  - 3. An employee having a regular work week of five (5) consecutive days and an average work day of four (4) or more hours shall be paid for any work required to be performed on the sixth or seventh day at one and one-half (1-1/2) times their regular hourly rate.
  - 4. An employee having a regular work week of five (5) consecutive days and an average work day of less than four (4) hours shall be paid for any work required to be performed on the seventh day at one and one-half (1-1/2) times their regular hourly rate.
  - 5. With the exception of an emergency or exigent circumstance, when additional hours or days per year become available to a part-time position on a regular basis, the assignment shall be offered to a bargaining unit member in the appropriate classifications with the greatest seniority in that classification from the same site/department, unless the job requires knowledge of a particular skill set or certification, in descending order on a rotational basis of seniority at the site/department. (Revised April 2019)
- C. If the District is contemplating an increase in a position's regular hours, they will bring it to a CSEA/CJUSD Collaboration meeting with CSEA to review whether or not the hours should be added to an incumbent's base assignment or whether the hours need to be posted in-house for five (5) days as a vacancy. If the parties cannot reach consensus, the hours will be posted in-house.
  - D. A part-time employee required to work a minimum of thirty (30) minutes per day additionally for a period of twenty (20) consecutive days or more shall earn additional Leave, Holiday and Vacation benefits on a prorated basis for that period.

- E. Additional work required by the District occurring during the school year shall be rotated among part-time (less than eight (8) hours per day) employees. With the exception of an emergency or exigent circumstance, such additional work shall be distributed equally among employees in descending order on a rotational basis by seniority within the same classification at the same site, or within the department for Transportation and Maintenance classifications. (Revised April 2019)
- F. An employee called back to work after completion of his/her work hours and after leaving the District shall be compensated for at least one (1) hour.
- G. 1. Employees working five (5) or more consecutive hours are entitled to an unpaid duty-free lunch period of one-half (1/2) hour, scheduled as closely as practical to the midpoint of the work shift. The one-half (1/2) hour duty-free period is exclusive of the workday.
2. Employees working four (4) or more consecutive hours are entitled to a rest break of fifteen (15) minutes.

H. Temporary Work Assignment

1. If the District determines that a site requires "temporary work", the District will inform employees at that site of such work.
2. Employees working less than twelve (12) months and/or eight (8) hours daily may request any such work.
3. If an employee is interested in being considered for substitute or temporary work assignments, employees shall notify the Human Resource Department in writing of the specific jobs they wish to be considered for in which they are qualified/certified. (Revised April 2019)
4. Work assignments will be made by the site supervisor from among those qualified and shall normally be offered in descending order on a rotational basis. (Revised April 2019)
5. Temporary work shall be on a case by case basis, shall not exceed nor extend beyond one (1) school year and an employee shall not become permanent in this work. CSEA and the District shall both provide written authorization prior to any temporary assignment being implemented.
6. An employee whose current position does not qualify for health and welfare benefits shall not acquire nor increase benefits if selected for temporary work. Employees shall be eligible to receive prorated sick leave, vacation and holiday credit per Section C. above.
7. Because the need for this work is temporary and may be eliminated at any time by the District, layoff procedures shall not be applicable.

8. Should an employee's current position and temporary work be at different work sites/locations, the employee shall not be paid for travel time or mileage.
9. It is agreed and understood that the uncertainty of financial resources warrants that the intent of this program is to provide District employees the opportunity to work additional hours, for a limited period of time, without affecting the District's operations and current flexibility, or incurring increased costs.

I. Summer Work Assignments

1. If the District determines that short-term work is required during the "traditional summer" period, the District will post an announcement of that work throughout the District, not less than five (5) working days prior to the date needed.
  2. Employees working less than twelve (12) months and/or eight (8) hours may file a written request for consideration of any work for which the employee is qualified.
  3. Assignments will be made by the District from among those qualified.
  4. An employee assigned to work during the summer recess period in his/her normal classification shall receive, on a prorated basis, no less than the compensation and benefits applicable to that classification during the regular academic year.
  5. An employee assigned to work during the summer recess period in a classification other than his/her normal classification shall receive, on a prorated, no less than the compensation and benefits applicable at Step 1 of the appropriate salary range of the classification in which summer work is assigned.
- J. With prior approval from their administrator, a paraeducator may request time as needed in addition to their normal workweek, for the purpose of collaborating with a classroom teacher to address student, program or classroom issues. Such time shall be coordinated and time carded with approval by the administrator.

(Revised December 2021)

## ARTICLE VII

### HOLIDAYS

- A. Full-time employees shall earn the following fourteen (14) paid holidays:

Independence Day*	Christmas Day
Labor Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving	Lincoln's Birthday
Admissions Day	Washington's Birthday
(Day after Thanksgiving)	Spring Recess Day
Christmas Eve Day	Memorial Day
Juneteenth*	

\*(Employees regularly scheduled to work June and/or July.)

- B. Part-time employees shall earn (12) twelve paid holidays.
- C. 1. When a holiday falls on a Sunday, the following Monday shall be considered to be the holiday in lieu of the day observed.
2. When a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday in lieu of the day observed.
- D. Every day declared by the President or Governor of the State, as provided in subdivisions (b) and (c) of Section 37220 of the Education Code, which requires schools to be closed and any day declared a holiday by the Board which requires schools to be closed, shall be a paid holiday for eligible employees.

## ARTICLE VIII

### VACATION

- A. Full-time employees shall earn vacation as follows:
  - 1. During the first three (3) years of employment – twelve (12) days earned at the rate of one (1) day per month.
  - 2. After three (3) years of employment – fifteen (15) days earned at the rate of one and one-quarter (1-1/4) days per month.
  - 3. After eight (8) years of employment – eighteen (18) days earned at the rate of one and one-half (1-1/2) days per month.
  - 4. After twelve (12) years of employment – twenty (20) days earned at the rate of one and two-thirds (1-2/3) days per month.
  - 5. After twenty (20) years of employment – twenty-two (22) days earned at the rate of one and five-sixths (1-5/6) days per month.
- B. Part-time employees shall earn and be paid for vacation per Appendix C. (Exception see ARTICLE XVI, YEAR ROUND SCHOOL, Section B.)
- C. Vacation pay shall be at the rate the employee would be paid if working at the time of vacation.
- D. Vacation day shall be for the same daily hours as the daily working hours at the time the vacation was earned.
- E. Earned vacation shall not become a vested right until an employee has completed the initial six (6) months of service. However, after six (6) months of service, the employee is entitled to vacation for the initial six (6) months.
- F.
  - 1. Earned vacation shall be taken at a time during the year most convenient for the operation of the District and at the discretion of the Director of Human Resources.
  - 2. In the case of employees assigned exclusively to one (1) school, the Principal may recommend when vacation shall be taken.
  - 3. An attempt will be made to adjust vacation time to the needs of individual employees.

- G. If the unit member does not use, or is not permitted to take his or her full annual vacation, the amount not taken shall carry over to the next school year and must be used prior to the end of that school year. No more than one year of unused vacation may be carried over except by permission of the Director of Human Resources which shall not serve as precedent for any other request.

(Revised August 2018)

- H. An employee with less than six (6) months in regular status shall not be entitled to such compensation. Upon separation from service, each employee shall be entitled to lump sum compensation for all earned and unused vacation, except those employees who have served less than six (6) months.
- I. If an employee leaves District service for any reason and had taken paid vacation which had not been earned, the full amount unearned shall be deducted from the employee's severance check or shall be paid back to the District by the employee.



## ARTICLE IX

### SAFETY

- A. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which unduly endanger their health or safety.
- B. Team lifting is encouraged for weight loads above fifty (50) pounds.
- C. An employee has a responsibility to report in writing to his/her immediate supervisor any and all conditions, which are unsafe or might unduly endanger health.
- D. Upon receiving a written report of alleged unsafe or unhealthy condition, the District shall determine whether, in fact, an unsafe or unhealthy condition exists and what, if any, action is required to correct a condition determined to be unsafe or unhealthy.

#### E. Security Cameras

- 1. The District shall post written notices and/or signage at locations, including but not limited to school buses, where security cameras are in operation and which reasonably apprise all persons that security cameras are in use.
- 2. Security cameras shall not be used to visually observe any bathroom, shower, locker room, or other area where employees regularly remove clothing and, therefore, reasonably expect privacy.
- 3. Security cameras installed in school buses shall begin recording when the ignition key is in the "on" position and continue recording for more than five (5) minutes after the ignition key is turned to the "off", unless students are on board, to accommodate employee privacy.
- 4. Security camera recordings which directly relate to an identifiable employee shall be deemed a "personnel record" if the District intends to rely upon the recording for purposes of disciplinary action. Such personnel records shall be made available to the affected employee for inspection. The District shall give the employee written notice of any such security camera recording within ten (10) work days of the District's decision to preserve any such recording. The notice shall afford the employee an opportunity to review and comment in writing on the recording as appropriate to the disciplinary action.

#### F. Workload Concerns

Bargaining unit members who feel that their workload has exceeded their ability to safely and effectively complete their assigned duties shall notify their immediate supervisor of their concerns in writing and request a meeting. The immediate supervisor shall schedule a meeting with the employee within (5) business days of the employee's request. The immediate supervisor shall assess their assigned duties, and where they feel appropriate, prioritize, or adjust those duties.



## ARTICLE X

### TRANSFERS

- A. A transfer is defined as the permanent movement of an employee from one (1) job site to another, which does not involve a change in classification or job title.
- B. Job site is the location where the employee is normally assigned and performs his/her duties, or the location from which he/she performs duties throughout the District.
- C. The District shall consider the following in making voluntary and involuntary transfers.
  - 1. The operational and educational needs of the District;
  - 2. The classification experience and recent training of the applicant;
  - 3. The length of District service of the applicant;
  - 4. The past two (2) evaluations of the applicant.

#### D. Voluntary Transfers

- 1. Any permanent employee desiring a transfer to a position within the same classification shall provide a written request to the Human Resource Department.
- 2. Any employee with transfer requests on file, as specified above, will be interviewed without completing an application packet prior to considering substitutes, temporaries, and/or new hires.
- 3. An employee who does not have a request on file will be considered along with all other applicants.
- 4. A transfer application shall remain valid for one (1) year.

#### E. Involuntary Transfers

- 1. The employee shall be given written notice at least five (5) workdays prior to the effective date of transfer, with the exception of unforeseeable circumstances, in which case Section C above shall apply.
- 2. Upon written request, employees shall be entitled to a conference with the Director of Human Resources or designee to review the reasons for the involuntary transfer.

#### F. Vacancies

1. A vacancy is defined as a new position created by the District or a position unfilled because of an employee resignation, retirement, separation from service, transfer, or promotion.
2. Vacancies to be filled shall be posted by the Human Resource Department at each work site and at the District Office for not less than five (5) workdays.
3. Employees may apply for any vacancy by completing a District application form and/or providing an up-to-date resume and submitting it to the Human Resource Department.
4. All employees who apply for a vacancy and meet the stated job requirements will be interviewed. (Revised June 2015)
5. If an employee leaves the position less than sixty (60) work days after being hired in that position, the District may, at its option, offer employment to the next candidate on the selection list, if any, without reposting that vacancy.
6. (Revised January 2017)

#### G. Job Postings

When the District posts for jobs (vacancies), separate posting shall be issued for each job classification. Multiple positions in the same job classification may be included in one posting, at the District's discretion. A copy of the job posting shall be sent to the CSEA chapter president.

The job posting shall include: the job title, a brief description of the position and duties, the minimum qualification required for the position, the assigned job sites, basic minimum hours per day, the salary range, and the application deadline to fill the vacancy.

## ARTICLE XI

### TRANSPORTATION

#### A. Work Schedule

1. The District shall determine the number of annual work/duty days based on the necessary days as determined by the District.
  - a. Each employee is to be available for any open/extra assignments from the department to fulfill contracted/scheduled hours.
2. The District shall publish a calendar identifying the transportation work/duty days as determined by the district at the beginning of each school year (182 days).
3. School Bus Driver schedules/routes shall be calculated in fifteen (15) minute increments.
4. The District shall determine and provide drivers with a set schedule.
5. Bus drivers are expected to be at their assigned work sites as scheduled.

#### B. Route Bidding Assignments and Procedures

1. The District shall determine/maintain all routes and bus assignments.
2.
  - a. Route bidding will occur during the Transportation Department calendared school year as determined/established by the district within the last fifteen (15) workdays of September following the beginning of the school year.
  - b. Bidding of summer routes will occur prior to the District's last student attendance day.
3. The days and time of Route Bidding shall be posted in the Transportation office five (5) days prior to bidding.
4. The posted routes will contain clock-in and out times, the run time, the area and schools which the route services. The route will be available to drive not less than forty-eight (48) hours prior to bidding.
5. When additional runs are permanently assigned to routes, they will be assigned by both seniority and availability to accommodate the additional times without exceeding eight (8) hours.
6. Permanent route vacancies or route increases of thirty (30), minutes or more

will follow route bidding assignment and procedures.

7. Route bidding shall occur in the order of seniority.
8. Any bus driver who will be absent from Route bidding may submit a bid by written proxy, listing all routes in order of preference.
9. After a driver has selected a route through the bidding process their schedule and salary determination shall be changed to reflect the new route no later than the effective date of the route change.

C. Post Route Bidding Preparation

1. Bus Drivers shall be allotted time and expected to familiarize themselves with their route by driving the route in the appropriate type of bus prior to the first day of school.
2. The dispatcher will communicate Special Ed Route schedules to the parent/guardian of the student prior to the first day of school.
3. The dispatcher will maintain updates to the route and communicate all changes to the parent/guardian throughout the school year.

D. Vacancies-Temporary

1. Any extra runs or temporary assignments will be offered in following order:
  - a. Available part-time (less than eight (8) hours per day) drivers on a rotating seniority basis. A driver is available if their regular route does not overlap with departure or return time of the extra run.
  - b. Un-routed bus drivers.
  - a. In the event the extra run is declined by all drivers then it may be assigned on a reverse seniority basis.

E. Safety

1. The District shall establish protocol and communicate that protocol to School bus drivers regarding school lockdowns.
2. The District shall communicate when a school goes into a lock down to all on duty bus drivers.

F. Certification

1. All Drivers shall be required to demonstrate proficiency on all buses as allowed on their School Bus Certificate and may be required to drive any bus as permitted.
2. All Drivers are responsible to maintain all necessary credentials and keep them current.
3. The District shall be responsible for providing a minimum of two (2) hours of T-01 training per month. Calendar for monthly training is to be published at the beginning of each school year.
4. Drivers shall annually be paid for up to ten (10) hours of T-01 training provided by the District.
5. The District shall cover the cost of Certificate Renewal Testing with the CHP.
6. The District shall cover the cost for the DL-51 medical exam.
7. The District shall allow necessary release time from duties in order to update the DL-51 exam. For such release time, the employee will provide no less than forty eight (48) hours advance notice to his/her immediate supervisor.
8. The District shall annually make available, American Red Cross First Aid training.
9. In the event the District requires an employee to have immunizations, and or screenings for infectious diseases, the district shall incur the expense and allow for the necessary release time.

(Revised April 2016)

## ARTICLE XII

### ALARM/SECURITY PROCEDURES

#### A. Coverage

1. Maintenance/custodial/grounds/mechanic employees may volunteer for alarm/security duty.
2. Volunteers will be on a weekly rotation system from 4:30 p.m. through 8:00 a.m. Monday through Friday and all day Saturday/Sunday/Holidays.
3. Employees on alarm/security during their normal working hours are required to complete their regularly assigned number of hours and duties.
4. The Director of Facilities and Operations will normally be responsible for security coverage at all other times.
5.
  - a. The Director of Facilities and Operations shall verify the criteria per Section C.4 and C.5.
  - b. The active list normally includes up to six (6) employees.

#### B. Training

1. The Director of Facilities and Operations will schedule training on alarm and security systems at sites as necessary.
2. The Director of Facilities and Operations will schedule meetings with representatives from the alarm companies, fire, police and sheriff to explain and clarify roles and responsibilities.

#### C. Duty

1. Employees on duty will be supplied with a sign for their vehicle, pager, cell phone, keys, flashlight, vest and updated information including a "call out" binder.
2. Employees shall wear their "District Identification" when on duty at any District site.
3. The employee shall respond to any district cell-phone within five (5) minutes.
4. If a response to any District site/facility is necessary, the employee shall arrive at that site/facility within thirty (30) minutes of notification.
5. The employee shall make any routine repairs as necessary but will call the Director of Facilities and Operations prior to contacting a contractor, other



school personnel, etc. he/she will keep the Director of Facilities and Operations informed and updated.

6. The employee will fill out an emergency response sheet for each call, listing site, reason for response and any work performed. It will be turned into the Director of Facilities and Operations the next day.
7. While on duty employees will follow all District rules, regulations and policies regarding alcohol, drugs, etc. (Board Policy 4020, Education Code 44011). Each employee will be provided a copy.

D. Compensation

1. Effective July 1, 2015, a stipend of three hundred dollars (\$300) per week will be paid for monitoring of this duty. Any negotiated percentage increase to the salary schedule will be applied to this stipend amount effective July 1<sup>st</sup> of the following school year. (Revised November 2015)
2. The employee will be paid one (1) hour minimum in accordance with the hourly wage schedule for responding to a call at the site/facility and performing any necessary repairs (emergency or non-emergency) at the rate of one and one-half (1 1/2) times their hourly rate. (Revised January 2017)
3. For employees hired before January 1, 2017, the rate of pay to perform duties outlined in #2 above shall not be less than \$32.03 per hour. (Revised January 2017)
4. Employees who use their own vehicles in performing this duty shall be reimbursed per ARTICLE XIX WAGES, D. (Revised January 2017)
5. Failure of the assigned employee to respond in a timely manner or failure to perform listed duties satisfactorily may result in forfeiture of not less than one (1) hour pay and up to loss of eligibility for the duty. (Revised January 2017)

E. This article may be revised by request of either party.

F. Callback - Food Service

Any employee who is unexpectedly called back or called in to work outside of his/her normal work hours to respond to food service freezer alarms shall be compensated a minimum of three (3) hours at the appropriate rate of pay for responding to the site(s), whether or not the employee works the full three (3) hours if the hours of the callback are between 12:00 midnight to 5:00 am. Callbacks made prior to 12:00 midnight or after 5:00 am shall be compensated a minimum of two (2) at the appropriate rate of pay for responding to the site(s), whether or not the employee works the full two (2) hours of callback. If it is necessary to stay beyond the hours specified above, the employee shall be paid for the actual time worked at the appropriate rate of pay. Callback response time starts when an employee receives the alarm notice. (Revised December 2021)

## ARTICLE XIII

### **EVALUATION PROCEDURE**

(Revised November 2021)

- A.
  - 1. Effective July 1, 2021, the job performance of employees shall be evaluated at least twice during the probationary period. One (1) evaluation shall occur during the first three (3) months from date of hire, the second shall occur during the second three (3) months from date of hire. The above terms do not exclude additional evaluations as deemed necessary by the supervisor.
  - 2. Effective July 1, 2021, the probationary period shall conclude six (6) months from date of hire. (Ed. Code Section 45116(h).) Permanent employees shall then be evaluated no less than once every other year.
- B. Evaluation shall be based on direct observation and knowledge of the employee's supervisor.
- C. The employee shall have the opportunity to review and discuss his/her evaluation with the evaluator. If the employee disagrees with the evaluation, he/she has the right to attach a statement to the District copy of the evaluation. This statement must be submitted to the Human resource Department within ten (10) days of receipt of the employee's copy of the evaluation.
- D. After reviewing and discussing the written evaluation with the immediate supervisor, the employee shall sign the evaluation confirming that the discussion and review have taken place. The employee's signature in no way signifies agreement with the evaluation. The employee shall receive a copy.
- E. Evaluations indicating unsatisfactory performance shall also include written recommendations toward improvement.
- F. Nothing under this Article shall be construed to make the contents of the evaluation subject to the grievance procedure provided in this Agreement.

## ARTICLE XIV

### LEAVES

#### A. Sick Leave

1. Every employee employed five (5) days a week and twelve (12) months per year by the District shall be entitled to twelve (12) days of absence for illness or injury, exclusive of all days he/she is not required to render services to the District, with full pay for a fiscal year of service.
2. An employee employed five (5) days per week who is employed 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 he/she is employed bears to twelve (12).
3. An employee employed less than five (5) days per week shall be entitled for a fiscal year of service to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day.
5. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
6. If such employee does not take the full amount of leave allowed in any year allowed under this Article, the amount not taken shall be accumulated from year-to year.
7. Each employee shall notify his/her immediate supervisor as soon as possible prior to his/her assigned shift beginning if unable to perform his/her work pursuant to this Article.
8. Each employee shall complete and submit a District approved form as a claim for salary during absence due to illness or injury for each such absence.
9. The immediate supervisor may require a physician or other verification as to an employee's claimed reason for absence if the District believes that there is a question of valid grounds existing for the employee's claimed absence after two or more consecutive work days or when a pattern of excessive

absences exist. The supervisor shall give the employee prior notice if a doctor's note is requested and state the specific reason for that request. The request for a doctor's note shall not be arbitrary or capricious. Also, a medical release to return to work may be required if an employee is out for an extended period of time. Such verification shall be made within five (5) days of the request.

10. Use of sick leave for illnesses caused or contributed to by pregnancy, childbirth, miscarriage, or recovery therefore shall be considered as other illnesses for the purpose of sick leave.
11. The employer may convert unused sick leave to retirement credit, if requested by the employee, in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement where required by law.
  - a. Doctor and dentist appointments scheduled during the employee's regular work day shall be deducted from sick leave in no less than quarter (1/4) hour increments.
  - b. Employees shall attempt to schedule these appointments at times that are least disruptive to the operational and educational needs of the District.

B. Extended Illness

1. On July 1 of each year, each employee shall be credited with a total of not less than one hundred (100) working days of sick leave including both current and accumulated sick leave credits.
2. The additional days beyond the employee's current and accumulated sick leave, as provided by this section, shall be compensated at 50% of the employee's regular salary.
3. The one hundred (100) days begin on the first day of the employee's absence and shall run concurrently with current and accumulated sick leave.

Example

If an employee has twelve (12) current and fifteen (15) accumulated days of sick leave, he/she shall be entitled to seventy-three (73) working days of sick leave compensated at fifty percent (50%) of his/her regular salary.

100	Days sick leave
- 12	Current sick leave days
<u>-15</u>	Accumulated sick leave days
73	Days paid at 50%

4. Whenever an employee is absent due to extended illness, the District may require a medical release to return to work.
5. Effective January 1, 2017, the District agrees to provide maternity or paternity leave consistent with the requirements set forth in Assembly bill 2393 and Education Code section 45196.1. (Revised April 2017)

C. Personal Necessity Leave

1. Upon prior approval, current and accumulated sick leave may be used by the employee, at his/her election, in cases of personal necessity.
2. The following are reasons in which personal necessity leave may be used.
  - a. Death of a member of the employee's or spouse's immediate family as defined in Bereavement Leave.
  - b. Accident involving the employee, a member of his/her family, or his/her personal property or the personal property of a member of his/her family.
  - c. Serious or critical illness of a member of the immediate family.
  - d. Required appearance in court as litigant or witness under an official order.
  - e. Paternity Leave at the birth of a child.
  - f. Illness of daycare or continuing care provider for family members.
  - g. Confidential Days up to a maximum of three (3) days per school year.
  - h. Such other reasons may be approved by the Director of Human Resource.
3.
  - a. Personal necessity leave or confidential day leave scheduled during the employee's regular work day shall be deducted in no less than quarter (1/4) hour increments.
  - b. Employees shall attempt to schedule this leave at times that are least disruptive to the operational and educational needs of the District.
4. The employee shall submit a completed personal necessity leave report form to the school principal or immediate supervisor at least two (2) working days in advance of the leave, except in cases of emergency. (Emergency is defined as 2a, b, c, d, and f.) The employee must submit a completed absence form to the principal or immediate supervisor upon return to duty.
5. In situations where absences are due to subpoena or an official order, the employee must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction.

6. Personal Necessity Leave under 2. g. above, shall not be granted to extend a vacation period, school break or provide additional days off immediately preceding or following a holiday. Exceptions to this rule shall be made on a case-by-case basis, based on the employee's personal reason and operational need of the District. Each request shall be individually considered by the site/department supervisor and the Director of Human Resources and shall not serve as a precedent for any other or future request.

D. Family Care Leave: Summary of Code and Policy

California Family Rights Act of 1993 (CFRA)

1. Eligibility

- a. Prior employment in the District for twelve (12) months (at least 1,250 hours during this period).
- b. Certification of the classified employee's health condition or eligible family member may be required by the District.

2. Leave Allowances

- a. Leave may be authorized for up to twelve (12) work weeks in a twelve (12) month period for the birth, adoption or foster care placement of a classified employee's child or for a classified employee's serious health condition or that classified employee's child, parent, or spouse.
- b. An additional leave period for up to four (4) months if a classified employee is disabled by pregnancy, childbirth, or related medical conditions, may be available. (The pregnancy related provision is available separate from the twelve (12) weeks even though a classified employee may not meet the Eligibility Requirements.) The basic minimum duration is two (2) weeks, which must conclude within one (1) year of birth or placement for adoption or foster care.

3. Notice Requirement

- a. A classified employee shall request family care and medical leave in writing, at least thirty (30) days before the commencement date of the leave.
- b. If the leave becomes necessary less than thirty (30) days before its commencement, the classified employee shall provide such notice as soon as practicable.

4. The use of this leave may impact certain classified employees benefits and seniority date. If considering this form of leave please contact the Human

E. Bereavement Leave

1. Every employee shall be granted necessary leave of absence, not to exceed three (3) days or five (5) days if required travel is at least three hundred seventy-five (375) miles one (1) way because of the death of any member of the employee's immediate family.
2. No deduction shall be made from the employee's salary nor from leave granted by other Sections of this contract.
3. The immediate family is defined as the spouse of the employee or the following relations of the employee or spouse:
  - mother/father
  - son/daughter
  - grandmother/grandfather
  - grandson/granddaughter
  - son-in-law/daughter-in-law
  - brother-in-law/sister-in-law (Revised August 2018)
  - brother/sister
  - aunt/uncle
  - niece/nephew
  - relative living in the employee's home
4. Additional bereavement leave days required shall be deducted from personal necessity leave.
5. If five (5) days bereavement is taken, the District may require verification of travel greater than three hundred seventy-five (375) miles.

F. Jury Duty

1. An employee shall be entitled to paid leave for time required to perform jury duty.
2. To qualify, the employee shall pay to the District the amount received for jury duty. Any meals, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for duty.
3. An employee, notified to appear for jury duty shall, upon receipt of such notification, inform his/her immediate supervisor.

G. Military Leave

An employee shall be entitled to any Military Leave provided by law and shall retain all rights and privileges granted by law.

#### H. Industrial Accident and Illness Leave

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not accumulate from year-to-year. When any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurs.
2. The leave shall commence no earlier than the first day of absence, provided such absence has been ordered by a licensed physician who has examined the employee and/or the employee is receiving temporary disability payments from the District's Workers' Compensation Insurance carrier for wage loss.
3. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
4. This leave is to be used in lieu of normal sick leave benefits
5. When entitlement to leave under this Section has been exhausted, entitlement to other sick leave or vacation may then be used. If, however, an employee is still receiving temporary disability payments under Workers' Compensation at the time of the exhaustion of benefits under this Section, he/she shall be entitled to only so much of his/her accumulated and available sick leave which, when added to the Workers' Compensation award, provides for a regular and daily amount of pay.

#### I. General

When no other leaves are available, a paid or unpaid leave of absence may be granted to an employee at any time upon terms acceptable to the District and the employee. Leaves under this Section shall be at the discretion of the District and shall not serve as precedent for any other request.



## **ARTICLE XV**

### **SICK LEAVE SUPPORT SYSTEM (SLSS)**

- A. SLSS is intended for classified (CSEA Bargaining Unit) employees.
- B. It may be implemented when an employee or an employee's spouse or an employee's child suffers a catastrophic illness or injury.
- C.
  - 1. Catastrophic illness or injury (CII) is defined as an unforeseen health condition or accident, which requires an employee to be off work for an extended period of time.
  - 2. Workers' Compensation and mental stress are excluded from the above definition.
- D.
  - 1. An employee who is suffering from a CII or his/her designee may submit a written request to the Director of Human Resource for sick leave donations through the SLSS.
  - 2. The request shall include CII verification dated and signed by the attending physician indicating the nature and estimated absence duration.
  - 3. Employees shall use their own sick leave and vacation prior to any donated time and all donations shall be considered with other District related benefits such as SDI, AM FID and differential pay.
  - 4. The Director of Human Resources shall submit the request and written verification to the Committee
- E.
  - 1. The Committee will comprise two (2) administrators chosen by the Director of Human Resources and three (3) employees chosen by the CSEA President.
  - 2. The Committee shall meet as soon as practical to review all circumstances of the situation.
  - 3. The Committee shall have the responsibility of reviewing records, verifying the validity of requests, approving or denying the requests and communicating its decisions, in writing, to the Director of Human Resources.
  - 4. All information regarding the CII shall be confidential as appropriate.
  - 5. Approval of any request is not a precedent for any future request.
  - 6. The Committee may establish criteria and procedures for approval/disapproval.

- F.
  - 1. The Committee may require a medical review by a physician of the District's choice at the District's expense.
  - 2. Only a physician who qualifies under the District offered health insurance shall be selected.
  - 3. Refusal to submit to the medical review will terminate the employee's request.
  - 4. The Committee shall notify Business Services of all transactions.
  - 5. The Director of Human Resources and/or committee may request an "update" of the injury or illness from the attending physician.
  - 6. Any situations or details that create circumstances different from the above shall be dealt with by the Committee.
- G.
  - 1. All eligible employees shall be informed of the CII and provided with the procedures for making donations, including this Memo of Agreement and a Donation Form.
  - 2. Donations shall exclude current/accumulated sick leave of forty (40) hours for part-time and eighty (80) hours for full-time employees.
  - 3. Donated sick leave shall be in increments of hourly units based on the employee's regular workday.
  - 4. Sick leave may be donated up to a maximum of twenty-five (25) workdays per eligible employees.
  - 5. Should twenty-five (25) workdays not be sufficient, the employee may reapply for additional workdays.
  - 6. Any days exceeding twenty-five (25) workdays shall be returned to donating employees in inverse order of receipt.
  - 7. Any unused donated leave shall carryover and become part of the requesting employee's accumulated sick leave on his/her return to District service.
- H.
  - 1. CSEA and the District agree that both classified management and confidential employees shall be included in the SLSS.
  - 2. The inclusion shall be effective April 23, 1999.

## ARTICLE XVI

### YEAR ROUND SCHOOL

- A. Employees assigned to a classroom and/or instructional support shall be scheduled to work no less than the number of teacher workdays (176)/student attendance days on a track.
- B.
  - 1. Food Service employees shall be scheduled to work no less than the total number of days the National School Lunch program meals are required to be served.
  - 2. Food Service employees shall be entitled to take earned vacation according to Article VIII, effective July 1, 1994.
- C. Clerical employees shall be assigned up to two hundred fifteen (215) duty days. The employees and Principal shall confer on the schedule.
- D.
  - 1. Any employee who is “off track” or on “summer recess” shall have priority consideration to substitute.
  - 2. Employees interested shall submit written notification to the Human Resource Office listing the specific calendar periods they are available to substitute.
- E. If the District decides to eliminate part or all of Year Round School, then the District will give reasonable prior written notice to CSEA so that the parties can meet and confer on possible solutions to problems arising from such termination.
- F. Staff development days shall be workdays for all employees.

## ARTICLE XVII

### LAYOFF PROCEDURES

- A.
  - 1. A layoff shall be an involuntary separation of a probationary or permanent employee from active service for lack of work or lack of funds as determined solely and exclusively by the District. Employees who take voluntary demotions or reductions in hours in lieu of layoff shall be granted the same rights a person's subject to layoff.
    - a. In the event of a layoff, the District and CSEA shall meet and negotiate upon the request of either party regarding the effects of the layoff.
    - b. In the event of a reduction in hours, the District and CSEA shall meet and negotiate upon the request of either party regarding the decision and effects of the reduction in hours.
  - 2.
    - a. Layoffs shall be made on a District-wide basis, in inverse order of seniority within each classification.
    - b. Classification is defined as a position with a designated title and job description (Appendix A).
  - 3. Seniority in each classification is defined as:
    - a. Prior to July 1, 1992, seniority shall be frozen at 'hours in paid status' as determined June 30, 1992.
    - b. Effective July 1, 1992, seniority shall be determined by date of hire or promotion into each classification in which an employee has rendered paid service.
    - c. If two (2) or more employees within a classification have the same hire date, the order of seniority shall be determined by ranking the employees from lowest to highest according to the last four digits of their social security number, with the lower number deemed less senior than the next higher number.
- B.
  - 1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off, the District will provide written notice to each affected employee.
  - 2. The notice shall be personally served or sent by U.S. Certified Mail with Proof of Service to the most recent address provided by the employee to the Human Resource Department.

3. The notice shall be sent no less than sixty (60) calendar days prior to the effective layoff date.
  4. The notice shall inform the employee of the effective layoff date, displacement rights, if any and reemployment/reinstatement rights and obligations.
- C.
1. An employee laid off in one (1) classification, who previously held permanent/probationary status in an equal or lower classification, may bump into that equal or lower classification and shall displace the least senior employee in that equal or lower classification with the same or most nearly the same number of hours, if his/her seniority is greater than the least senior employee in that equal or lower classification.
  2. An employee, displaced by being bumped, shall have the same rights as listed in Section C.1, above.
- D.
1. Employees laid off shall be placed on a reemployment list for a period of thirty-nine (39) months.
  2. Employees who voluntarily consent to a reduction of hours or accept an assignment in a lower classification to avoid layoff shall be maintained on the reemployment list for an additional twenty-four (24) months.
  3. Employees placed on the reemployment list shall be offered, by seniority, the opportunity to return to a position in their former classification with any number of hours as vacancies become available.
- E.
1. Reemployment is defined as an employee's return to service in the Classification and at no less than the duty hours in effect at the time of layoff.
  2. Offers of reemployment shall be made in reverse order of layoff, within each classification, as vacancies occur.
  3. An employee shall have five (5) workdays to respond to a written offer of reemployment sent by the District through U.S. Certified /Registered Mail.
  4. Failure to reply within the five (5) workday timeline specified above, refusal of reemployment, or failure to report for duty as agreed, shall cause that employee to be permanently removed from the reemployment list.
  5. An employee may notify the Human Resource Department, in advance and in writing, of his/her unavailability to accept reemployment and shall not be notified of vacancies until the employee again notifies the Human Resource Department, in writing, that he/she is available for reemployment.

(Revised January 2013)

- F
  - 1. Reinstatement is defined as an employee's return to service in his/her former classification with fewer hours in effect at the time of layoff or to a lower classification with increased, equal, or fewer hours.
  - 2. Offers of reinstatement shall be made in reverse order of layoff within each classification, as vacancies occur.
  - 3. An employee shall have five (5) workdays to respond to an offer or reinstatement.
  - 4. Failure of an employee to respond within the five (5) workday timeline specified above, or, refusal of reinstatement shall permit the District to proceed to the next appropriate name on the seniority list. That employee shall, however, remain on the thirty-nine (39) month reemployment list.
  - 5. Failure of an employee, who is offered reinstatement to report for duty as agreed, shall cause that employee to be permanently removed from the reemployment list.
  - 6. An employee may notify the Human Resource Department, in advance and in writing, of his/her unavailability to accept reinstatement and shall not be notified of vacancies until the employee again notifies the Human Resource Department, in writing, that he/she is available for reinstatement.
- G.
  - 1. Vacation time earned and unused shall be computed and paid to affected employees at the time of layoff.
  - 2. Credit toward sick leave, longevity and vacation shall not be counted while on layoff.
  - 3. Sick leave earned and unused at the time of layoff shall be restored upon reemployment/reinstatement.
- H.
  - 1. The District will provide CSEA with a seniority roster and a list of employees to be laid off, within twenty (20) workdays of the Board's action.
  - 2. The District will provide an employee to be laid off the contractual District premium contribution amount towards health, dental and vision insurance for two (2) calendar months following the effective day of layoff.
  - 3. If an employee feels that he/she was improperly laid off, he/she may file a grievance at Level III.
- I. Any employee on the reemployment list due to layoff, or demotion or voluntary reduction in hours in lieu of layoff, shall be employed in preference to new applicants to any vacant position, for which the employee meets the specified job qualifications and applies, in order of seniority.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "Grievance" is a claim by an employee or CSEA Representative of an alleged violation of the specific terms of this contract.
2. A "Grievant" is any employee or CSEA Representative covered by the terms of this Agreement.
3. "Immediate Supervisor" is the lowest supervisory level outside the bargaining unit having immediate jurisdiction over the grievant and who has been designated to administer grievances.
4. "Work days" means any days when the administrative offices of the District are open for business.

#### B. Representation

1. The grievant(s) may be accompanied by a representative of CSEA at any Level.
2. If a representative or another party is to be present, the grievor will advise the appropriate supervisor/administrator, at the time of scheduling the meeting, that a representative will be present and who that representative will be.

- #### C.
1. Any employee may discuss a grievance informally or present a grievance directly and have such grievance adjusted with or without the intervention of CSEA, as long as the adjustment is not inconsistent with the terms of this Agreement.
  2. Prior to any proposed resolution at the formal levels of this procedure becoming final, CSEA shall have the opportunity to file a written response to the proposed resolution.

#### D. Procedure

##### Level I (Informal)

1. An employee alleging a grievance will first discuss the matter with his/her immediate supervisor with the objective of resolving it informally.

(Revised January 2013)

2. The Level I grievance meeting shall take place within ten (10) workdays after the grievant knows or reasonably could have known of the circumstances giving rise to the grievance. If the grievance is satisfactorily resolved, the employee and supervisor shall document and sign the informal resolution of the alleged grievance in writing.

#### Level II (Formal)

1. If the grievant is not satisfied with the disposition of the informal grievance at Level I, he/she must present the grievance in writing to his/her immediate supervisor within ten (10) work days after the informal conference at Level I.
2. The Level II grievance shall be submitted in writing and shall contain a clear statement of the grievance, the factual circumstances involved, the specific portion of the contract claimed to have been violated, the remedy or correction sought, and the name and signature of the grievance (s) /CSEA.
3. The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) work days of receipt of the written grievance.

#### Level III

1. If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) work days, appeal the decision to the Director of Human Resources or designee.
2. Within ten (10) work days after receiving the appeal, the Director of Human Resources or designee shall convene a meeting with the grievance and his/her representative. The ten (10) work day time period may be extended by mutual agreement of the parties.
3. A written disposition of the grievance shall be given by the Director of Human Resources or designee to the CSEA Representative and the grievant within ten (10) work days following the meeting.

#### Level IV (Mediation)

1. If the employee is not satisfied with the decision of the Director of Human Resources or designee, CSEA may, within ten (10) workdays of receipt, contact the State Mediation and Conciliation Service (SMCS) to request the services of a mediator to assist in the resolution of the alleged grievance.
2. CSEA will ensure a copy of the letter to State Mediation and Conciliation Service (SMCS) will concurrently be sent to CJUSD.
3. The parties shall attempt to agree upon a mediator.
4. The parties shall meet with the mediator at times that are mutually convenient.



5. The parties may develop the “ground rules” for this process themselves, or develop the “ground rules” with the mediator, or permit the mediator to establish his/her own “ground rules.”
6. A mutually acceptable mediated settlement shall be binding on both parties.

#### Level V (Advisory Arbitration)

1. If the grievance is not resolved at Levels I-IV, CSEA may submit the grievance to Advisory Arbitration. The submission shall be filed with the Superintendent within ten (10) workdays after completion of the Level IV process.
2. The parties shall select a mutually acceptable arbitrator. The parties acknowledge That CSEA has internal procedures for using and paying for the services of an Advisory Arbitrator. Selection of the Advisory Arbitrator may be made prior to, or after completion of CSEA's internal procedures. However, prior to actually engaging the services of an advisory arbitrator, CSEA's internal procedures must be completed. Should the parties be unable to agree on an arbitrator within ten (10) workdays of CSEA's submission to Advisory Arbitration, submission shall be made to the State Mediation and Conciliation Service (SMCS), who will be required to supply a list of five (5) arbitrators. Each party will alternately strike from the list until only one (1) remains. The parties will contact the arbitrator and schedule the advisory arbitration no later than ten (10) workdays after CSEA has completed its internal procedures for approving the expenditure of funds and resources for the hearing.
3. It shall be the function of the arbitrator to make an advisory recommendation to resolve the grievance. The arbitrator shall be subject to the following limitations:
  - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. The arbitrator shall have no power to establish salary schedules or change any contractual salary.
  - c. The arbitrator shall have no power to change any practice, policy, rule, regulation, or procedure of the District.
  - d. If either party should dispute the arbitrability of the grievance, such a claim shall be heard and a ruling given by the arbitrator prior to any hearing of the grievance.
4. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, will be borne equally by the District and CSEA. All other costs will be borne by the party incurring them.

5. The recommendation of the arbitrator shall be advisory only. The Board will render its decision within ten (10) workdays of the first Board meeting following receipt of the arbitrator's recommendation.

E. Miscellaneous

1. If a grievance arises as a result of any action or inaction by an administrator higher than the immediate supervisor, the employee may present such grievance at Level III.
2. Failure at any level to communicate the decision on a grievance within the specified time limit shall permit the grievant to appeal to the next level. Any grievance not advanced from one (1) level to the next within the time limits of that level shall be deemed resolved by the District's response at the previous level.
3. Any claim or complaint not covered by the contract for which there is another procedure or forum established by law or by regulation having the force of law shall not be grievable. Examples of other procedures or forums include, but shall not be limited to: EEOC, FEPC, Workers' Compensation Appeals Board and Unemployment Compensation Commission.
4. Both parties will attempt to schedule meetings for the processing of grievances at times which will not interfere with the instructional day.
5. An extension of any time limit may be made by mutual written consent of the parties.
6. By mutual agreement of the grievant(s) and the District, like grievances may be consolidated for purposes of processing.
7. All materials concerning employees' grievances shall be filed separate from the employee's personnel files.

## ARTICLE XIX

### WAGES

- A. The Hourly Wage Schedule is under Appendix B.
- B.
  - 1. Employees must have been in a paid status at least 75% of their prior work year for their classification to be eligible for any step increase.
  - 2.
    - a. All employees hired after July 1, 1992 shall be on a July/June fiscal year.
    - b. Employees promoted into a new classification and who have served no less than 50% of their probationary status shall be eligible for any step increase.
- C. Employees new to the District shall be allowed experience credit up to Step 5 on the salary schedule. Employees returning after a break in service shall be allowed experience credit up to Step 6. (Revised August 2018)
- D. Employees who may be required to use their own automobiles in the performance of their assigned duties shall be reimbursed for that travel at the current IRS allowable mileage rate.
- E. Longevity
  - 1. Beginning with the 2018/2019 school year, a new Step 10 and Step 15 will be added to the Classified Salary Schedule for all new and current classified employees, and will replace the longevity model. Step 10 will be a 3% increase from Step 6, and Step 15 will be a 3% increase from Step 10. Anyone employed in a classified position with the District on or before November 7, 2017, will continue to be eligible for the eight (8) year longevity model (\$250 on the paycheck following the anniversary date), until they reach Step 10.
  - 2. For other Longevity pay qualifications, please see Memorandum of Understanding on page 72. (Board Approved January 2018)
- F. Eleven (11) or Twelve (12) Month Pay Option
  - 1. Effective 7/1/04, eleven (11) month employees shall have the option of electing an eleven (11) (August to June) or twelve (12) (July to June) month pay schedule.
  - 2. Employees, who work eleven (11) months and wish to change pay options, may do so one (1) time annually, between June 1 and June 30.
  - 3. If an employee is promoted, reassigned, or transferred and that causes a change in pay schedule, that employee may remain on their current pay schedule for an additional one (1) year.

- G. 1. If an employee has received wages prior to providing service and leaves the District for any reason, he/she will be responsible for returning any prepaid wages to the District.
2. Employees leaving District employment prior to the end of their designated work year shall be paid for the total number of hours actually worked plus earned holidays and vacation.

H. Out of Class Duties/Pay

Any employee working/substituting out of class in a position with a higher hourly wage range shall have their hourly rate adjusted to the lowest step of the higher range that represents no less than a two and one-half percent (2½%) increase. When an employee works/substitutes in a lower classification the employee does not currently hold, the employee's rate of pay will never be less than the hourly rate the employee currently receives. The employee must receive prior written authorization from the site administrator/supervisor before working/subbing out of classification.

(Revised March 2021)

1. a CSEA and the District agree to implement the "PERS PICK UP" program.
- b. There shall be no cost to the District except for normal payroll costs.
- 2 Both parties shall follow all procedures of PERS, County Office of Education, IRS and all other regulating agencies in implementing this program.

I STIPENDS

1. Any employee with the following education from an accredited institution shall receive the corresponding annual stipend paid over their working months. Employees will be paid for only the highest educational stipend except both a Ed.D/Ph.D and Master's stipend will be paid. (Revised July 2021)

Ed.D./Ph.D.	\$1000
Master's Degree	\$750
Bachelor's Degree	\$500
Associate's Degree	\$250

2. Employees working in the classifications of Groundskeeper, Maintenance Worker, Maintenance Worker/HVAC, will receive a stipend of \$250, paid in the first month of the work year, if they hold any of the following certifications related to their job duties as of the first work day of that year (July 1):

Contractor's License  
Trade Licenses  
B - General Building  
C5 - Framing Rough Carpentry

C6 - Cabinet, Mill Worker and Finished Carpenter

C9 - Drywall

C10 - Electrical

C20 - HVAC

C27 - Landscaping

C33 - Painting

C36 - Plumbing

C39 - Roofing

3. The employee shall provide verification to the Human Resource Department of current Contractor's Licenses no later than August 15 of each year.

(Revised January 2017)

# ARTICLE XX

## HEALTH AND WELFARE BENEFITS

(Effective 1/1/2023)

- A. For the calendar year 2023, the District will make available two plans of Western Health Advantage, Kaiser and Sutter Health for employees.

### Center JUSD Health Plan Premiums ALL GROUPS Effective January 1, 2023

PLAN	12 Month Employees		Total	11 Month Employees		Total	10 Month Employees		Total
	District Cost	Employee Cost	Premium	District Cost	Employee Cost	Premium	District Cost	Employee Cost	Premium
<b>Kaiser HMO High Option</b>									
Employee only	675.00	190.04	<b>865.04</b>	736.36	207.32	<b>943.68</b>	810.00	228.05	<b>1,038.05</b>
Employee + 1	970.00	846.58	<b>1,816.58</b>	1,058.18	923.54	<b>1,981.72</b>	1,164.00	1,015.90	<b>2,179.90</b>
Employee + family	1,350.00	1,245.12	<b>2,595.12</b>	1,472.73	1,358.31	<b>2,831.04</b>	1,620.00	1,494.14	<b>3,114.14</b>
<b>Kaiser HDHP (\$2,000/\$4,000 Deductible)</b>									
Employee only	576.96	0.00	<b>576.96</b>	629.41	0.00	<b>629.41</b>	692.35	0.00	<b>692.35</b>
Employee + 1	970.00	241.61	<b>1,211.61</b>	1,058.18	263.57	<b>1,321.76</b>	1,164.00	289.93	<b>1,453.93</b>
Employee + family	1,350.00	380.88	<b>1,730.88</b>	1,472.73	415.51	<b>1,888.23</b>	1,620.00	457.06	<b>2,077.06</b>
<b>SHP - HMO High Option</b>									
Employee only	675.00	96.40	<b>771.40</b>	736.36	105.16	<b>841.53</b>	810.00	115.68	<b>925.68</b>
Employee + 1	970.00	649.80	<b>1,619.80</b>	1,058.18	708.87	<b>1,767.05</b>	1,164.00	779.76	<b>1,943.76</b>
Employee + family	1,350.00	964.00	<b>2,314.00</b>	1,472.73	1,051.64	<b>2,524.36</b>	1,620.00	1,156.80	<b>2,776.80</b>
<b>SHP - HDHP (\$1,500/\$3,000 Deductible)</b>									
Employee only	619.40	0.00	<b>619.40</b>	675.71	0.00	<b>675.71</b>	743.28	0.00	<b>743.28</b>
Employee + 1	970.00	330.80	<b>1,300.80</b>	1,058.18	360.87	<b>1,419.05</b>	1,164.00	396.96	<b>1,560.96</b>
Employee + family	1,350.00	508.20	<b>1,858.20</b>	1,472.73	554.40	<b>2,027.13</b>	1,620.00	609.84	<b>2,229.84</b>
<b>WHA - HMO High Option</b>									
Employee only	675.00	87.24	<b>762.24</b>	736.36	95.17	<b>831.53</b>	810.00	104.69	<b>914.69</b>
Employee + 1	970.00	626.94	<b>1,596.94</b>	1,058.18	683.93	<b>1,742.12</b>	1,164.00	752.33	<b>1,916.33</b>
Employee + family	1,350.00	929.84	<b>2,279.84</b>	1,472.73	1,014.37	<b>2,487.10</b>	1,620.00	1,115.81	<b>2,735.81</b>
<b>WHA - HDHP (\$1,800/\$3,600 Deductible)</b>									
Employee only	558.20	0.00	<b>558.20</b>	608.95	0.00	<b>608.95</b>	669.84	0.00	<b>669.84</b>
Employee + 1	970.00	199.48	<b>1,169.48</b>	1,058.18	217.61	<b>1,275.80</b>	1,164.00	239.38	<b>1,403.38</b>
Employee + family	1,350.00	319.58	<b>1,669.58</b>	1,472.73	348.63	<b>1,821.36</b>	1,620.00	383.50	<b>2,003.50</b>
<b>Delta Dental - Composite (family) rate</b>									
Incentive Plan	116.45	26.52	<b>142.97</b>	127.04	28.93	<b>155.97</b>	139.74	31.82	<b>171.56</b>
PPO - Classified	95.13	7.24	<b>102.37</b>	103.78	7.90	<b>111.68</b>	114.16	8.69	<b>122.84</b>
PPO - Certificated	104.05	15.50	<b>119.55</b>	113.51	16.91	<b>130.42</b>	124.86	18.60	<b>143.46</b>
<b>Vision Service Plan - Composite (family) rate</b>									
Composite (family) rate	19.99	10.43	<b>30.42</b>	21.81	11.38	<b>33.19</b>	23.99	12.52	<b>36.51</b>

<b>Health Savings Account (HSA)</b>				<b>Cash-in-Lieu of Medical Coverage by Group</b>			
<b>*District Contribution for Employee Only HDHP Coverage*</b>				1. Certificated (CUTA) CIL eliminated 1/1/2006.			
<b>Plan</b>	<b>12 contributions</b>	<b>11 contributions</b>	<b>10 contributions</b>	2. Certificated/Cert Exec Mgmt CIL \$150.00 frozen 1/1/2004.			
KAISER - HDHP	98.04	106.95	117.65	3. Classified (CSEA) CIL \$258.51 frozen 1/1/2005.			
SHP - HDHP	55.60	60.65	66.72	4. Classified/Class Exec Mgmt/Confidential CIL \$258.51 frozen 1/1/2004.			
WHA - HDHP	116.80	127.42	140.16	<b>2023 Plan Year Changes</b>			
<b>District Paid Life Insurance Coverage by Group</b>				1. Kaiser High Option premium increase 2.14%; HDHP increase 2.15%.			
1. Certificated (CUTA) \$50,000.00 basic coverage.*				2. SHP High Option premium increase 7.75%; HDHP increase 8%.			
2. Certificated/Cert Exec Mgmt \$150,000.00 basic coverage.				3. WHA High Option premium increase 8.8%; HDHP increase 4.75%.			
3. Classified (CSEA) \$50,000.00 basic coverage.*				4. Delta Dental & VSP - rate pass, no increase.			
4. Classified Executive Mgmt \$150,000.00 basic coverage.				5. Kaiser High Option enrollees will receive District contribution toward VSP coverage.			
5. Classified Mgmt/Confidential \$50,000.00 basic coverage.				<b>**The combined HDHP and HSA District contribution not to exceed \$675.00/mo.</b>			
*Increased coverage to \$50,000 effective 1/1/2023							

**HEALTH AND WELFARE BENEFITS (HOLD HARMLESS)**  
**(Employees Hired Prior To January 1, 2021)**  
**(Effective 1/1/2022)**

Center JUSD Health Plan Premiums  
**CLASSIFIED/CONFIDENTIAL HOLD HARMLESS**  
**Effective January 1, 2023**

PLAN	12 Month Employees			11 Month Employees			10 Month Employees		
	District Cost	Employee Cost	Total Premium	District Cost	Employee Cost	Total Premium	District Cost	Employee Cost	Total Premium
<b>Kaiser HMO High Option</b>									
Employee only	675.00	190.04	865.04	736.36	207.32	943.68	810.00	228.05	1,038.05
Employee + 1	993.85	822.73	1,816.58	1,084.20	897.52	1,981.72	1,192.62	987.28	2,179.90
Employee + family	1,420.50	1,174.62	2,595.12	1,549.64	1,281.40	2,831.04	1,704.60	1,409.54	3,114.14
<b>Kaiser HDHP (\$2,000/\$4,000 Deductible)</b>									
Employee only	576.96	0.00	576.96	629.41	0.00	629.41	692.35	0.00	692.35
Employee + 1	970.00	241.61	1,211.61	1,058.18	263.57	1,321.76	1,164.00	289.93	1,453.93
Employee + family	1,350.00	380.88	1,730.88	1,472.73	415.51	1,888.23	1,620.00	457.06	2,077.06
<b>SHP - HMO High Option</b>									
Employee only	675.00	96.40	771.40	736.36	105.16	841.53	810.00	115.68	925.68
Employee + 1	985.63	634.17	1,619.80	1,075.23	691.82	1,767.05	1,182.76	761.00	1,943.76
Employee + family	1,350.00	964.00	2,314.00	1,472.73	1,051.64	2,524.36	1,620.00	1,156.80	2,776.80
<b>SHP - HDHP (\$1,500/\$3,000 Deductible)</b>									
Employee only	619.40	0.00	619.40	675.71	0.00	675.71	743.28	0.00	743.28
Employee + 1	970.00	330.80	1,300.80	1,058.18	360.87	1,419.05	1,164.00	396.96	1,560.96
Employee + family	1,350.00	508.20	1,858.20	1,472.73	554.40	2,027.13	1,620.00	609.84	2,229.84
<b>WHA - HMO High Option</b>									
Employee only	675.00	87.24	762.24	736.36	95.17	831.53	810.00	104.69	914.69
Employee + 1	970.00	626.94	1,596.94	1,058.18	683.93	1,742.12	1,164.00	752.33	1,916.33
Employee + family	1,350.00	929.84	2,279.84	1,472.73	1,014.37	2,487.10	1,620.00	1,115.81	2,735.81
<b>WHA - HDHP (\$1,800/\$3,600 Deductible)</b>									
Employee only	558.20	0.00	558.20	608.95	0.00	608.95	669.84	0.00	669.84
Employee + 1	970.00	199.48	1,169.48	1,058.18	217.61	1,275.80	1,164.00	239.38	1,403.38
Employee + family	1,380.14	289.44	1,669.58	1,505.61	315.75	1,821.36	1,656.17	347.33	2,003.50
<b>Delta Dental - Composite (family) rate</b>									
Incentive Plan	116.45	26.52	142.97	127.04	28.93	155.97	139.74	31.82	171.56
PPO - Classified	95.13	7.24	102.37	103.78	7.90	111.68	114.16	8.69	122.84
<b>Vision Service Plan - No District contribution if enrolled in Kaiser High Option Plan.</b>									
Composite (family) rate	19.99	10.43	30.42	21.81	11.38	33.19	23.99	12.52	36.51
<b>Health Savings Account (HSA)</b>									
<b>*District Contribution for Employee Only HDHP Coverage*</b>									
Plan	12 contributions	11 contributions	10 contributions						
KAISER - HDHP	98.04	106.95	117.65						
SHP - HDHP	55.60	60.65	66.72						
WHA - HDHP	116.80	127.42	140.16						
<b>Cash-in-Lieu of Medical Coverage by Group</b>									
1. Certificated (CUTA) CIL eliminated 1/1/2006.									
2. Certificated/Cert Exec Mgmt CIL \$150.00 frozen 1/1/2004.									
3. Classified (CSEA) CIL \$258.51 frozen 1/1/2005.									
4. Classified/Class Exec Mgmt/Confidential CIL \$258.51 frozen 1/1/2004.									
<b>2023 Plan Year Changes</b>									
1. Kaiser High Option premium increase 2.14%; HDHP increase 2.15%.									
2. SHP High Option premium increase 7.75%; HDHP increase 8%.									
3. WHP High Option premium increase 8.8%; HDHP increase 4.75%.									
4. Delta Dental & VSP - rate pass, no increase.									
5. Kaiser High Option enrollees will receive District contribution toward VSP coverage.									
<small>*Increased coverage to \$50,000 effective 1/1/2023</small>									
<small>**The combined HDHP and HSA District contribution not to exceed \$675.00/mo.</small>									

Revised 10/18/2022

- C. The District will reimburse \$50 of the \$100 Emergency Room Services charge. Applicable claims incurred by this charge shall be submitted on District reimbursement forms which are available in the Business Office. The District will reimburse employees for verifiable claims within thirty (30) calendar days of receipt in the Business Office; reimbursement checks shall be sent to the employee's home address.

Full time Employees hired after (1/1/05 for classified and 11/1/98 for certificated) shall only be eligible for the PPO coverage plan as shown above.

- D. Full time employees shall be provided \$50,000 level life insurance coverage for themselves, which has the following District paid annual premium:
- E.
  - 1.
    - a. Upon proof to the District of health coverage from another source and Having signed the District waiver, employees may elect to have the District add \$258.51 to their payroll.
    - b. Employees hired after 1/1/05 are not eligible for cash-in-lieu above.
  - 2. Pre-tax dollars may be used by employees to pay:
    - Child Care Costs
    - Dependent Care Costs
    - Benefit Premium Costs
    - Unreimbursed Benefit Costs
- G.
  - 1. An employee working at least four (4) hours or more per day, but less than eight (8) hours may elect to be covered by any or all of the above plans.
  - 2. The employee shall pay the portion of the costs represented by the difference between the number of hours of his/her regular workday and eight (8) hours.
- H.
  - 1. Employees hired prior to July 1, 1989, working five (5) hours or more, shall receive full benefits after two (2) years of employment
  - 2. Employees hired after July 1, 1989, working six (6) hour or more, shall receive full benefits after two (2) years of employment
- I. Employees, whose regular yearly assignment is less than twelve (12) months and who receive District benefit coverage shall maintain the same District benefit coverage during the off-duty months.
- J. The parties shall follow the rules and regulations of the Carriers/Administrators.
- K.
  - 1. Newly-hired employees and/or current employees, whose work week is increased to twenty (20) hours or more shall be eligible for fringe benefit coverage the first day of the month following their date of hire.
  - 2. Failure to provide all required accurate and complete forms in a timely manner may cause a delay in implementation of fringe benefit coverage.
- L. Employees electing plans or coverage, which exceed the District allowance, may have the additional monthly premium deducted from their monthly wages on a pre-tax basis per IRS rules.



## ARTICLE XXI

### EARLY RETIREMENT

- A. Eligibility for early retirement shall be subject to the following conditions.
1. The employee shall have twenty (20) years of continuous District service.
  2. The employee shall be at least fifty-five (55).
  3. Once elected to participate, the employee shall not return to District service except as a substitute.
  4. Classified employees with a hire date prior to July 1, 2017, shall be eligible to receive the same District paid, Employee Only, health, dental, and vision benefit options or cash-in-lieu as covered by the current CJUSD/CSEA Agreement.  
(Revised April 2017)
  5. For classified employees who enter District employment on or after July 1, 2017, the maximum monthly District contribution to such health, dental, and vision shall not exceed \$750 per month.  
(Revised April 2017)
  6. For classified employees with a hire date prior to July 1, 2017, District paid health coverage shall be effective for a maximum of five (5) years or age sixty-five (65), whichever comes first.  
(Revised April 2017)
  7. For classified employees who enter District employment on or after July 1, 2017, District paid health benefits options shall be effective for a maximum of three (3) years or to age sixty-five (65), whichever comes first.  
(Revised April 2017)
- B.
1. The District will permit its retired employees to remain in the District-offered health care plan of their choice and for which they are eligible at their own expense. Arrangements for advance payment shall be made with the Business Office.
  2. Retired employees electing the above are required to join Medicare if eligible, the District will provide information regarding medical supplementary coverage.
- C. If an employee is considering early retirement, he/she is encouraged to review health benefit options and eligibility with the Human Resource Department at least six (6) months in advance.

D. Outside the Coverage Area – Stipend Option

1. A retiree who otherwise qualifies for the benefits outlined in Section A of this Article, but who lives outside the coverage area of all medical plans offered by the District, shall be provided, for the sole purpose of assisting with healthcare premiums, a monthly monetary stipend. The monthly stipend amount shall not exceed the actual premium cost of the retiree-only medical insurance, or the District's least-expensive monthly premium contribution toward an employee only HMO (not high deductible) provided to current classified employees, whichever is less.
2. The "outside the coverage area" stipend option will be offered only to those retirees who live outside the coverage area of ALL HMO options (not high deductible) offered by the District to current classified employees.
3. In addition to the basic qualifications listed in Section A of this Article, eligibility for the "outside the coverage area" stipend will require the retiree to provide the following to the District on an annual basis:
  - a. Written verification of the current address showing residency outside the coverage area.
  - b. Written verification of current medical coverage including monthly premium cost.
  - c. Written verification that the employee is named as the primary policyholder of the coverage.

E. Timeline for Implementation of Section B

1. The benefits provided for retirees under Section B of this Article shall be granted only to those who retired from the District on or after January 1, 2016.
2. Implementation of Section B of this Article will commence beginning January 15, 2016. No retroactive premium payments or stipends for months prior to this date will be provided by the District.
3. The employee shall be allowed to enroll in retiree coverage within thirty (30) days of losing active employee coverage, but if the retiree does not enroll in a district health plan during this enrollment period, the retiree may be denied further opportunity to do so.

(Revised April 2016)

## **ARTICLE XXII**

### **EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this contract shall prevail over any contrary or conflicting past practice or procedure within the scope of representation and shall prevail over any otherwise applicable state law to the extent permitted by law.

In the event the District proposes to change any established past practice or procedure within the scope of representation, the District shall notify CSEA of its intent and afford CSEA a reasonable opportunity to meet and negotiate regarding any such proposed change.

## **ARTICLE XXIII**

### **SEVERABILITY**

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

## **ARTICLE XXIV**

### **COMPLETION OF NEGOTIATIONS**

This Agreement constitutes the full and complete commitment between the parties and shall supersede and cancel all previous Agreements, whether written or oral. Except as otherwise specified, CSEA and the District agrees that neither party is obligated to meet and negotiate with respect to any subject or matter within the scope of representation, whether referred to or covered in the Agreement or not, even though any such specific subject or matter may not have been within the knowledge of contemplation of either or both the District and CSEA at the time they met and negotiated on and executed this Agreement.

## ARTICLE XXV

### **DURATION AND REOPENERS**

(Revised December 2021)

- A. This Agreement shall be in effect from July 1, 2021 through June 30, 2024.
- B. All articles in this Agreement shall be subject to being reopened for the 2024-2025 school year.
- C. Reopeners for the 2022-2023 and 2023-2024 school year shall be limited to:
  - 1. Salary
  - 2. Health and Welfare Benefits
  - 3. Two (2) Articles selected by each party.
- D. CSEA shall commence the negotiation process to amend this Agreement no earlier than May 1 of each school year.
- E. Savings Clause
  - 1. If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction or legislative action to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision or legislative action, but all other provisions or applications shall continue in full force and effect.
  - 2. Replacement for Severed Provision:

In the event of invalidation of any article or section of the Agreement as stated above, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE XXVI**

### **CONTRACTING OUT**

In order to ensure the District has the administrative flexibility necessary to effectively manage District operations in the most cost effective manner, the District reserves the right to contract out work to the extent permitted by law.

Prior to contracting out for work currently and customarily performed by employees in the CSEA bargaining unit, the District shall notify CSEA of its intent to contract out bargaining unit work.

The District shall offer to meet and negotiate regarding the decision and the effects of contracting out bargaining unit work where the decision to do so is based upon labor cost savings.

The District shall offer to meet and negotiate regarding the effects of contracting out bargaining unit work where the decision to do so is based upon considerations other than labor cost savings.

## ARTICLE XXVII

### DISCIPLINE OF PERMANENT EMPLOYEES

#### I. Definition

A. Discipline, as used in this Article, means dismissal, demotion, suspension, and/or reduction in classification for performance related reasons without the permanent employee's consent.

1. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.
2. This Article shall not limit the District's right to evaluate or to reprimand or to counsel whether orally or in writing. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article.
3. Disciplinary action taken pursuant to the Education Code, Board Policy, and this Article, is not subject to the grievance process set forth in Article XVIII of this Agreement.

#### B. Permanent/Probationary

1. Unit members with permanent status shall be subject to discipline only for cause pursuant to this Article.
2. The probationary period is an extension of the selection process. As such, a probationary unit member may be terminated, at any time, at the sole discretion of the District, and without a right to a hearing.

#### C. Progressive Discipline

In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall typically precede disciplinary action.

The progressive steps to discipline shall include, but not be limited to:

1. A letter of concern is an evaluation tool and not intended to be used as a disciplinary tool.
2. An oral warning.
3. A written warning.
4. A letter of reprimand.
5. A formal notice of discipline action which may lead to dismissal, demotion or suspension without pay.

However, the progressive steps shall not apply in cases involving gross misconduct or other circumstances deemed appropriate by the District.

## **II. Causes for Discipline of Permanent Employees**

- A. The continued employment of a permanent unit member is contingent upon satisfactory performance and personal fitness. A permanent unit member may be disciplined for just cause, just cause includes, by way of illustration and not limitation:
1. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other district.
  2. Unsatisfactory performance of the duties of his/her position.
  3. Inefficiency in performance of the duties of his/her position.
  4. Neglect of duty.
  5. An act of insubordination. This shall include, by the way of illustration and not limitation, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
  6. Dishonesty or theft, including deliberate destruction, damage or removal of the property of the District or another person.
  7. Consumption of an alcoholic beverage, or an intoxicant of any kind either while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
  8. Possession of an alcoholic beverage, or an intoxicant of any kind, at a District facility or on district property.
  9. While on duty: either used, sold/furnished, or was under the influence of, or possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq.)
  10. Conviction of any felony, or the conviction of a misdemeanor involving moral turpitude; or the conviction of any sex offense or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
  11. Abandonment of position. Three (3) of the affected employee's work days of continuous absence without approved leave shall be deemed abandonment and shall result in termination as a voluntary resignation.
  12. Immoral conduct.
  13. Discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another employee of the District.
  14. Misuse of District property.
  15. Violation of District rules, regulations, policies or procedures. This shall also include refusal to obey the District's safety rules or regulations and those made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.



16. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's classification specification or otherwise necessary for the employee to perform the duties of the position.
17. Refusal to take and subscribe any oath of affirmation which is required by law in connection with his/her employment.
18. Unlawful discrimination (this includes, by way of illustration and not limitation, harassment) while acting in the capacity of a District employee.
19. Unlawful retaliation against a pupil or any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States accruing on the job or directly related thereto.
20. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
21. Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
22. Conduct, either during or outside of the duty hours, which negatively impacts the employee's ability to render service to the District and/or causes discredit to the District.
23. Any cause set forth in the California Education Code which mandates discipline, dismissal, or prohibits hiring.

B. No disciplinary action shall be taken for any cause which arose prior to the employee obtaining permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District. Such prior cause(s), however, may be utilized in determining the appropriate level of discipline for a current cause for discipline and prior notice of a rule or regulation.

### **III. Procedure for Imposing Disciplinary Action on an Employee**

#### **A. Informal Conference**

An employee who has been tentatively recommended for discipline shall be afforded the opportunity to present facts in his/her defense at an informal conference prior to a final determination by the District. He/she shall have the right to a representative of his/her choice at the informal conference.

## **B. Notice to the Employee**

Prior to the imposition of disciplinary action, the District shall give notice to the employee. This written notice of disciplinary action shall be deemed sufficient if:

1. Personally delivered;
2. Actually received by the employee;
3. Sent to the employee by certified mail, return receipt requested, at the employee's last address of record.

## **C. Contents of the Written Notice**

The contents of the written notice shall include, but need not be limited to, the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based.
2. A statement of the cause, or causes, for the action taken.
3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.
4. A statement of the discipline proposed, including beginning and ending date(s), if appropriate.
5. A statement that the employee may file, with the Superintendent or his/her designee, a request for hearing before the District Governing Board. Such a request must be filed within five (5) days after receipt of the written notice by the employee.
6. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
7. A statement that if the employee does not respond within five (5) days after receipt of the written notice, the District will impose the discipline as noticed.

## **IV. Employment Status Pending Hearing**

- A. Except as set forth in IV. B., below, an employee who has requested a hearing regarding a recommendation of disciplinary action shall remain on active duty status and shall remain responsible for fulfilling the duties of the position pending his/her hearing. Active duty may, at the District's discretion, include a special or changed assignment.
- B. After compliance with III. A. through III. C., if the District recommends dismissal, the employee may be suspended (with or without pay) pending a hearing if the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

## **V. Hearing Before the District Governing Board**

- A. If the employee served with a notice of disciplinary action files a timely request for hearing, a hearing will be granted. The Governing Board may conduct such a hearing itself or may assign the matter to advisory arbitration to conduct such a hearing.
  - 1. If conducted pursuant to advisory arbitration, any decisions rendered by the arbitrator shall be advisory to the Governing Board. Accordingly, the Governing Board may adopt, reject, or remand the arbitrator's advisory decision. If the Governing Board assigns the matter to advisory arbitration, the parties shall select a mutually acceptable arbitrator within five (5) workdays of the Governing Board's assignment to advisory arbitration. If the parties are unable to agree to an arbitrator within that time frame, submission may be made to the State Mediation and Conciliation Service (SMCS), who will be required to supply a list of five (5) arbitrators. Beginning with the District, each party will alternately strike from the list until only one arbitrator remains. The parties will contact the arbitrator and schedule the advisory arbitration no later than ten (10) workdays after receipt of SMCS' list of arbitrators. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, will be borne equally by the District and CSEA. All other costs will be borne by the party incurring them.
  - 2. The hearing shall be conducted in closed session unless the employee requests a public hearing. The Governing Board, or the arbitrator, may deliberate in the absence of the employee and the District administration.
- B. At such hearing, the employee shall be entitled: to appear personally; to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf; to cross-examine witnesses; and to challenge evidence presented by the District.
- C. The Governing Board's determination of the sufficiency of the cause for disciplinary action, as well as the level of discipline imposed, shall be conclusive.
- D. If an employee requests a hearing, and subsequently fails to appear at the hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing. Thereafter, action may be taken without further notice to the employee in accordance with the recommendation for disciplinary action which was previously served upon the employee.

(New Article October 2014)

## ARTICLE XXVIII

### RECLASSIFICATION

- A. Unit members who believe that they are entitled to a reclassification due to a change in job duties may submit a reclassification request to the Human Resources department. Human resources shall investigate the relevant circumstances and shall forward a written recommendation to the Superintendent within twenty (20) working days of submission of the request. A copy of the Human Resources Reclassification Recommendation shall be forwarded to the unit member and a copy shall be provided to CSEA. In the event the unit member does not agree with the recommendation, the unit member may, within ten (10) days, request that a classification review panel be convened to review the request and recommendation and to receive further information from the unit member and Human Resources. The classification review panel shall make findings and a recommendation to the Superintendent, which shall be advisory.
- B. The classification review panel shall consist of four (4) persons. Two (2) shall be selected by the Superintendent or designee, and two (2) shall be selected by the local CSEA Chapter President. Both parties will attempt to schedule panel meetings at times which will not interfere with the instructional day. Written notice of the panel's reclassification decision will be sent to the employee and CSEA within 10 days of the findings.
- C. The Superintendent shall consider the panel's findings before and issue a decision. If the Superintendent's decision includes a recommendation to reclassify the employee, the Superintendent shall submit that recommendation to the Board. If the Superintendent's decision does not recommend reclassification of the employee, the employee may submit a written request to the Human Resource Department for Board review of the Superintendent's decision. The written request for Board review must be submitted within ten (10) days of receipt of the Superintendent's decision. The Board's decision regarding a reclassification request filed under this Article shall be final and conclusive. A notice of the Board's decision will be sent to the employee and CSEA.  
(Revised August 2020)
- D. Reclassification taken pursuant to the Education Code, Board Policy, and this Article, is not subject to the grievance process set forth in Article XVIII of this Agreement.  
(New Article October 2014)

## **ARTICLE XXIX**

### **JOB DESCRIPTION REVIEWS**

(New Article December 2021)

- A. Job Descriptions may be reviewed, upon notice at a mutually agreeable time, with at least one job family being reviewed each year (Instruction, Clerical, Maintenance, Transportation, Food Service, or Operations). Reviews shall not exceed eight (8) job descriptions per year. The Job Descriptions in the job family shall be updated according to the scheduled review, with the intent being to ensure that job descriptions accurately reflect each position's duties, skills, and legal requirements as they may change over time. This job family study will not preclude a bargaining unit employee who chooses to request reclassification per the contract.
- B. Meetings to review job descriptions shall consist of the CSEA labor representative, up to two (2) employees of the classification being reviewed and up to three (3) representatives of the District.

## APPENDIX A



### Center Joint Unified School District

#### CLASSIFIED HOURLY WAGE SCHEDULE

2024-2025

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 10	STEP 15
A	16.50	17.33	18.19	19.10	20.06	21.06	21.69	22.34
B	16.91	17.76	18.65	19.58	20.56	21.59	22.23	22.90
C	17.34	18.20	19.11	20.07	21.07	22.12	22.79	23.47
D	17.77	18.66	19.59	20.57	21.60	22.68	23.36	24.06
E	18.21	19.12	20.08	21.08	22.14	23.24	23.94	24.66
F	18.67	19.60	20.58	21.61	22.69	23.83	24.54	25.28
G	19.13	20.09	21.10	22.15	23.26	24.42	25.15	25.91
H	19.61	20.59	21.62	22.70	23.84	25.03	25.78	26.56
I	20.10	21.11	22.16	23.27	24.44	25.66	26.43	27.22
J	20.61	21.64	22.72	23.85	25.05	26.30	27.09	27.90
K	21.12	22.18	23.29	24.45	25.67	26.96	27.77	28.60
L	21.65	22.73	23.87	25.06	26.32	27.63	28.46	29.31
M	22.19	23.30	24.47	25.69	26.97	28.32	29.17	30.05
N	22.75	23.88	25.08	26.33	27.65	29.03	29.90	30.80
O	23.31	24.48	25.70	26.99	28.34	29.76	30.65	31.57
P	23.90	25.09	26.35	27.66	29.05	30.50	31.41	32.36
Q	24.49	25.72	27.01	28.36	29.77	31.26	32.20	33.17
R	25.11	26.36	27.68	29.06	30.52	32.04	33.00	33.99
S	25.73	27.02	28.37	29.79	31.28	32.84	33.83	34.84
T	26.38	27.70	29.08	30.54	32.06	33.67	34.68	35.72
U	27.04	28.39	29.81	31.30	32.86	34.51	35.54	36.61
V	27.71	29.10	30.55	32.08	33.69	35.37	36.43	37.52
AJ	36.36	38.18	40.09	42.09	44.20	46.41	47.80	49.23
AK	37.27	39.13	41.09	43.15	45.30	47.57	49.00	50.47
AR	44.30	46.52	48.84	51.29	53.85	56.54	58.24	59.99
AV	48.90	51.35	53.92	56.61	59.44	62.41	64.29	66.21

#### VACATION

1 TO 3 YEARS	12 DAYS
4 TO 8 YEARS	15 DAYS
9 TO 12 YEARS	18 DAYS
13 TO 19 YEARS	20 DAYS
20+ YEARS	22 DAYS

Effective : November 15, 2023  
Educational/Credential stipends were eliminated

Approved by Board : November 2023

# CLASSIFIED HOURLY WAGE SCHEDULE

CLERICAL	
Account Technician	L
Administrative Secretary (Formerly Assistant Superintendent Secretary)	Q
Associated Student Body Bookkeeper (HS)	H
Attendance Secretary/JRHS	H
Attendance Secretary / High School	I
CALPADS/Data Technician	J
Central Office Clerk	G
College Career Coordinator	Q
District Courier	A
Elementary School Secretary	H
Fiscal Analyst	V
High School Secretary	M
Middle/Alternative School Secretary	I
Network Specialist	AJ
Office Assistant	E
Payroll Technician	U
Registrar	J
Staff Secretary	H
Technology Specialist	R
Transition Partnership Program Assistant	G
Workability Job Developer/Coach	L
Workability Program Coordinator	S

INSTRUCTION AND SUPPORT	
Behavior Specialist	AK
Behavior Specialist II	AR
Bilingual Asst/Primary Language	D
Health Assistant	G
Instructional Assistant	A
Instructional Specialist	D
Instructional Specialist PH/ Autism & Instructional Specialist PH/Diabetic	H
Library Technician	H
Licensed Vocational Nurse	AV
Occupational Therapist	AV
Speech and Language Pathology Assistant	T
Student and Family Support Assistant	Q
Student Outreach Advisor	J

MAINTENANCE	
Groundskeeper I	I
Groundskeeper II	M
Maintenance Worker I	R
Maintenance Worker II	U
Warehouse Worker	H

OPERATIONS	
Campus Monitor	C
Custodian	G
Lead Custodian	I
Noon Duty Aide	A

TRANSPORTATION	
Bus Driver	N
Bus Driver/Delegated Behind the Wheel Trainer	P
Dispatcher/Relief Bus Driver	O
Mechanic I	Q
Mechanic II	U
Relief Bus Driver	N
School Bus Attendant	A

FOOD SERVICE	
Cafeteria Lead/7-12	H
Cafeteria Lead/K-6	F
Cafeteria Worker	B
Nutrition Specialist	Q
Nutrition Staff Secretary	H

## APPENDIX B

### Job Classifications

#### CLASSIFIED HOURLY WAGE SCHEDULE

JOB TITLES A-K	
Account Technician	L
Administrative Secretary (Formerly Assistant Superintendent Secretary)	Q
Associated Student Body Bookkeeper (HS)	H
Attendance Secretary/JRHS	H
Attendance Secretary / High School	I
Behavior Specialist	AK
Behavior Specialist II	AR
Bilingual Asst/Primary Language	D
Bus Driver	N
Bus Driver/Delegated Behind the Wheel Trainer	P
Cafeteria Lead/7-12	H
Cafeteria Lead/K-6	F
Cafeteria Worker	B
CALPADS/Data Technician	J
Campus Monitor	C
Central Office Clerk	G
College Career Coordinator	Q
Custodian	G
Dispatcher/Relief Bus Driver	O
District Courier	A
Elementary School Secretary	H
Fiscal Analyst	V
Groundskeeper I	I
Groundskeeper II	M
Health Assistant	G
High School Secretary	M
Instructional Assistant	A
Instructional Specialist	D
Instructional Specialist PH/ Autism & Instructional Specialist PH/Diabetic	H

JOB TITLES L-Z	
Lead Custodian	I
Library Technician	H
Licensed Vocational Nurse	AV
Maintenance Worker I	R
Maintenance Worker II	U
Mechanic I	Q
Mechanic II	U
Middle/Alternative School Secretary	I
Network Specialist	AJ
Noon Duty Aide	A
Nutrition Specialist	Q
Nutrition Staff Secretary	H
Occupational Therapist	AV
Office Assistant	E
Payroll Technician	U
Registrar	J
Relief Bus Driver	N
School Bus Attendant/Special Education	A
Speech and Language Pathology Assistant	T
Staff Secretary	H
Student and Family Support Assistant	Q
Student Outreach Advisor	J
Technology Specialist	R
Transition Partnership Program Assistant	G
Warehouse Worker	H
WorkAbility Job Developer/Coach	L
WorkAbility Program Coordinator	S



## APPENDIX C

### WAGE FACTORS

- A. All annual wage calculations for full-time employees shall be based on the following factors:

Work hours per year.....	2,088
Work hours per month.....	174
Work days per year.....	261
Work days per month.....	21.75
Work hours per day.....	8

- B. Full-time is defined as twelve (12) months per year, eight (8) hours per day and two hundred sixty-one (261) days per year.

- C. Part-time is defined as less than (12) months, (8) hours, or (261) days per year.

- D. Work Year Wages - Full-time Employees (Working and paid over 12 months)

261	Total/Days in Paid Status
- 14	Holidays
- 12	Vacation Days 12/15/18/20
235	Duty Days

#### Example

Annual Hours: 261 T/D x 8 Hours = 2088

Annual Wages: \$10.93 Hourly Rate x 2088 Annual Hrs. = \$22,822

- E. Work Year Wages - Part-time Employees (Working and paid over 12 months)

205	Duty Days
+ 12	Holidays
+ 10.4	Vacation Days (Prorated)
227.4	Total/Days in Paid Status

$$\frac{205}{236} = 87\% \times 12 = 10.4 \text{ Vac Days}$$

$$\frac{205}{230} = 89\% \times 18 = 16.0 \text{ Vac Days}$$

$$\frac{205}{233} = 88\% \times 15 = 13.2 \text{ Vac Days}$$

$$\frac{205}{228} = 90\% \times 20 = 18.0 \text{ Vac Days}$$

#### Example

Annual Hours: 227.4 T/D x 7 Hours/Daily = 1591.8

Annual Wages: \$10.93 Hourly Rate x 1591.8 Annual Hrs = \$17,398.37

## **APPENDIX D**

### **CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM**

#### **MEMORANDUM OF UNDERSTANDING**

between the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its  
CENTER CHAPTER #610 (CSEA)  
and the  
CENTER JOINT UNIFIED SCHOOL DISTRICT (DISTRICT)

The following is a Memorandum of Understanding ("MOU") between Center Joint Unified School District ("District") and the California School Employees Association and its Center Chapter #610 ("CSEA"). The District and CSEA agree to the following terms and conditions:

WHEREAS, the State of California via Education Code 45500 ("ED Code 45500") has allocated \$60 million for Classified Employees to utilize as part of the Classified School Employee Summer Assistance Program ("CSESAP"); and

WHEREAS, the CSESAP requires a Local Education Agency to notify Classified Employees by January 1, 2022; and

WHEREAS, CSEA is the exclusive representative for the Classified Employees employed the District; and

WHEREAS, the District and CSEA believe Classified Employees employed the District should be afforded the opportunity to participate in the CSESAP; and

NOW THEREFORE, in accordance with the foregoing recitals, the parties agree to the following:

1. The District agrees to participate in the CSESAP and extends this benefit option to the bargaining unit:
  - a. Prior to January 1, 2022, the District agrees to send a notification informing Classified Employees of the District's intent to participate in the CSESAP;
  - b. The notification shall outline the eligibility requirements of the CSESAP as well as any other information required by ED CODE 45500;
  - c. The District agrees to comply with all timelines as established by the California Department of Education ("CDE").
2. Eligibility for the program:
  - a. Classified Employees must work in assignments of 11 months or less out of a 12-month period;
  - b. Classified employees must have worked for the District for one year as of March 1, 2022;
  - c. Classified Employees regular annual pay must not be more than \$62,400.00.
3. Withholdings:
  - a. Participating Classified Employees may elect to withhold an amount not to exceed 10% of his/her regular monthly pay during the 2022-2023 school year.

- b. No later than July 31, 2022, an employee may withdraw his/her election to participate in the program or reduce the amount withheld from his/her pay, however a participating member will not be allowed to increase the withholding amount.
- c. An employee may request from the LEA the return of any pay withheld from their paycheck due to economic or personal hardship or separation from employment, after 30 days of the start of the school year. If an employee requests for any pay withheld by the LEA to be returned under economic or personal hardship or separation, the employee is not entitled to receive any state match funds.
- d. If an employee separates from employment during the 2022-2023 school year, the employee shall be paid any monies withheld from his/her paycheck pursuant to this program;
- e. If employees regular pay is at risk of being insufficient for the elected withholding to be deducted, the withholdings pursuant to this program will be stopped.

4. State matching funds:


- a. If the CDE matching funds are prorated, the participating unit member shall only be entitled to the matching funds as provided by the CDE;
- b. Participating unit members shall receive payment of the amounts withheld plus the amount apportioned by the CDE in either one or two payments:
- c. If a participating unit member elects to receive one payment, the amounts withheld and the matching funds provided by the CDE shall be disbursed to the participating unit member at the end of month June 2023 payroll.
- d. If a participating unit member elects to receive two payments he/she shall receive the amounts withheld at the end of month June and July 2023 payrolls.

5. Disclaimer

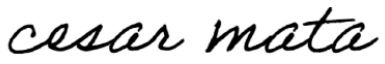
- a. Eligible unit members who agree to participate in the CSESAP do so voluntarily and agree that such participation is done so at the participating unit member's own risk. Nothing contained in this MOU or any subsequent statement from the District regarding the CSESAP should be considered or taken as financial or retirement advice. All participating unit members are advised to consult a financial planner, retirement specialist and/or accountant regarding any potential risks of participating in the CSESAP.

  
 Marie Huggins, Chapter President  
 CSEA Chapter #610

12/21/2021  
 Date

  
 Lisa Coronado, Director of Fiscal Services  
 Center Joint Unified School District

12/21/21  
 Date

  
 Cesar Mata, Labor Relations Representative  
 CSEA

12/22/2021  
 Date

## APPENDIX E

### EXTRA HOURS/DOUBLE PAY

#### MEMORANDUM OF UNDERSTANDING

Between  
Center Joint Unified School District (District)  
And  
California School Employees Association and its Center Chapter #610 (CSEA)

This memorandum of understanding (MOU) confirms and clarifies the parties' mutual understanding and agreement regarding extra work opportunities for classified employees during the current worker shortage due to COVID-19, as follows:

1. Beginning with the current pay cycle at the time of the MOU agreement, and through the remainder of the 2021-22 school year ending on May 27, 2022, the District agrees to compensate classified employees who work additional hours beyond their regular work day at double their regular hourly rate of pay.
2. All such hours must be approved in advance by their supervisor/administrator.
3. All such hours must be accounted for on a separate time card provided for this purpose.
4. Work assignments already defined in the CBA between the parties are excluded from this agreement. (For example, compensation for maintenance worker night time on-call duty is already contractually agreed upon.)
5. This agreement does not constitute a precedent for any future agreement.



David Grimes  
Director of Human Resources, CJUSD

10/21/21  
Date



Marie Huggins  
President, CSEA Chapter #610

10/21/2021  
Date



Cesar Mata  
CSEA Labor Representative

10/21/21  
Date

## **APPENDIX F**

### **COVID LEAVE EXTENSION**

#### **MEMORANDUM OF UNDERSTANDING**

Between  
Center Joint Unified School District (District)  
And  
California School Employees Association and its Center Chapter #610 (CSEA)  
Regarding  
SUPPLEMENTAL SICK LEAVE FOR THE 2021-2022 SCHOOL YEAR

The Center Unified School District ("District") and CSEA Chapter #610 ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding ("MOU") regarding the extension of SB 95 COVID-19 Supplemental Sick Leave as stated herein. Specifically, SB 95 required all employers with 25 or more employees to provide employees up to 80 hours of supplemental COVID-19 paid sick leave. This new law provided paid sick leave in addition to other mandated paid sick leave, to certain COVID-19 impacted employees who are not able to work or telework. This emergency legislation expired on September 30, 2021.

The Parties agree to the following:


1. Extension of COVID-19 Supplemental Paid Sick Leave

The District agrees to extend the COVID-19 Supplemental Paid Sick Leave benefit provided by SB 95, through May 27, 2022. Accordingly, classified employees may continue to use any unused balance of supplemental paid sick leave existing on September 30, until May 27, 2022, subject to the same requirements and permitted uses stated in SB 95 and its implementing codes/regulations.

To be eligible for this extension of the Supplemental Paid Sick Leave benefit, classified employees must also demonstrate compliance with the August 11, 2021, CDPH proof of COVID-19 vaccination mandate, or weekly testing requirement, as stated therein.

2. The parties agree that the District's agreement to continue the COVID-19 Supplemental Paid Sick Leave benefit as stated herein, is temporary and shall be extinguished/replaced upon any new Legislative action that extends and/or continues the duration of SB 95 COVID-19 Supplemental Paid Sick Leave, retroactively or otherwise.
3. This Memorandum of Understanding is effective October 1, 2021, and will sunset on May 27, 2022, unless extended by mutual agreement of the parties.
4. The Parties agree that this MOU is not precedent-setting and may not be asserted by any Party as establishing a precedent.

FOR THE ASSOCIATION:



Name

10/21/21

Date

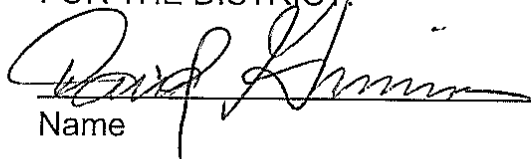
Marie Suggs

Name

10/21/2021

Date

FOR THE DISTRICT:



Name

10/21/21

Date

## APPENDIX G

### BUS DRIVER SIGNING BONUS

#### MEMORANDUM OF UNDERSTANDING

Between  
Center Joint Unified School District (District)  
And  
California School Employees Association and its Center Chapter #610 (CSEA)

This memorandum of understanding (MOU) confirms and clarifies the parties' mutual understanding and agreement as follows:

1. Upon the designation of "Bus Driver" as a "Hard to Fill Position" by the Board of Trustees, the District agrees to pay bus drivers hired during the 2021/22 school year a signing incentive as follows:
  - a. Five hundred dollars (\$500.00) at the conclusion of 6 months of District service.
  - b. Five hundred dollars (\$500.00) at the conclusion of 18 months of District service.
2. Bus drivers already hired but who have not yet completed service time to the district as outlined above, will receive the signing incentive when reaching the service time outlined.
3. This agreement shall be in effect for drivers hired during the 2021/22 school year only. It may be renewed from year to year by agreement of the parties.
4. This agreement does not constitute a precedent for any future agreement.



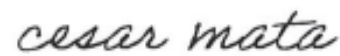
David Grimes  
Director of Personnel, CJUSD

7/30/21  
Date



Marie Huggins  
President, CSEA Chapter #610

7/30/2021  
Date



Cesar Mata  
CSEA Labor Representative

7/29/2021  
Date

## APPENDIX H

### MICHAEL'S TRANSPORTATION

#### GRIEVANCE RESOLUTION

#### BETWEEN CENTER JOINT UNIFIED SCHOOL DISTRICT (District) AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CENTER CHAPTER #610 (CSEA)

CSEA and the District agree to the following as continuance of a grievance resolution regarding substitute bus drivers:

1. In order to ensure drivers maintain their set schedules, CSEA and the District agree to the temporary use of Michael's Transportation services for up to three (3) substitute drivers as needed for the 2021/22 school year, during which time a number of potential drivers complete training and certification.

2. No District-employed bus driver will be removed from her/his current bid-upon route as a result of using Michael's Transportation for substitute bus drivers. Michael's Transportation will not be used to take time away from any District-employed bus driver's regular shift for which he/she is available to work. District bus drivers will be given the opportunity to drive the mid-day portion of any vacant route before the route is assigned to a substitute bus driver from Michael's Transportation services.

3. All District-employed bus drivers will be given first option for extra runs and/or field trips before using Michael's Transportation.

4. The District agrees to continue to make good faith efforts to recruit and retain drivers by utilizing recruiting practices that align with current industry standards. The District agrees to continue to look for ways to recruit and retain bus drivers and will bring proposals to CSEA for consideration.

5. The above proposed grievance resolution shall not constitute a precedent for any future agreements between the District and CSEA.

6. Any failure of the District to comply with the terms of this above resolution shall be subject to the grievance process.

  
Marie Huggins, CSEA Chapter President


7-30-2021  
Date

  
Transportation

8/3/2021  
Date

cesar mata  
Cesar Mata  
CSEA Labor Representative

7/29/2021  
Date

  
David Grimes  
CJUSD Director of Personnel and Student Services

7/30/21  
Date



## **APPENDIX I**

### **PROFESSIONAL GROWTH**

(Review 2022/2023)

Memorandum of Understanding  
between the  
Center Joint Unified School District ("District")  
and

California School Employees Association and its Center Chapter #610 ("CSEA")

The District and CSEA enter into this MOU regarding Professional Growth for the 2020-2021 and 2021-2022 school year, or until the funding stated herein is exhausted. The District and CSEA agree as follows:

#### **Professional Growth**

##### **A. Purpose**

The classified employees' Professional Growth Assistance Program is designed to offer classified employees the opportunity to enhance their skills in preparation for critical jobs in a changing workplace, and to demonstrate the commitment to education for both students and staff.

##### **B. Eligibility**

All permanent CJUSD classified employees shall be eligible to participate in the Professional Growth Educational Assistance Program.

##### **C. Qualifying Courses**

1. Any/all qualifying Professional Growth credits, to be compensated, must have prior approval from the Director of Human Resources and a successful completion of the following educational activities:
  - a. Courses (credit or non-credit taken at a community college or at an accredited four (4) year college or university. These courses may be taken online.
  - b. Adult education courses, continuing education courses, trade school courses, or other courses offered by district-approved educational agencies; or
  - c. Courses leading to the issuance of a certificate of competency or a certification of completion from an accredited school or recognized business or professional associations approved by the district.
  - d. Credits will be awarded on a basis of fifteen (15) hours per unit. Activities of less than fifteen (15) hours may be accumulated and added together to equal a unit.

2. Professional Growth credits shall be directly related to the employee's duties defined by:
  - a. Current job classification, or
  - b. The development of knowledge and skills useful in the employee's area of activity, or
  - c. An appropriate promotional classified position within the District, or
  - d. Training in another career field within the District.
3. All qualifying credits to be compensated must be earned during hours the employee is not in paid status for the District.

D. Submissions of Units

1. Verification of units earned for Professional Growth shall be submitted to the Human Resources Department for processing for compensation.
2. Employees must submit an original grade card, certificate, or transcript. The Human Resource Department will copy the original document and return it to the employee. A grade of "C" or better is required for graded classes. A "pass" is required in "pass/fail" graded classes.

E. Compensation/Reimbursement

1. Approved units will be compensated by a refund of the cost of tuition up to \$25.00 per unit and a flat one-time dollar of one hundred and fifty dollars (\$150.00) for each full unit earned.
2. Units will be compensated in full unit increments only. Partial units may be combined to create full unit increments.
3. No more than five (5) units may be earned in a fiscal year.

F. Funding

1. The District currently has \$27,373.00 in funding for Professional Development.

G. Approval Procedures

1. The employees shall complete the Professional Growth Educational Assistance Application indicating the specific objectives to be met in the educational program and how those objectives are either:
  - a. Related to the employee's current job classification; or
  - b. Another classified position within the District; or

- c. Another career field within the District.
2. All requests for Professional Growth educational Educational Assistance Programs shall be submitted for prior approval using the following approval sequence:
- a. Employee completes Professional Growth Educational Assistance Application and submits it to his/her supervisor not less than thirty (30) work days prior to the first day of instruction.
  - b. Within five (5) workdays of receiving the application, the supervisor shall approve or deny the request and forward it to the Director of Human resources.
  - c. Within five (5) workdays of receiving the application, the Director of Human Resources shall approve or deny the request and forward it to the employee.
  - d. Timelines may be waived, for special circumstances, by mutual agreement of the employee, CSEA, and the Director of Human Resources.

#### H. Appeal Procedure

- 1. An employee whose Professional Growth Educational Assistance Application has been denied, may appeal the decision to a committee consisting of two (2) members selected by CSEA and two (2) members selected by the Director of Human Resources.
- 2. Request for appeal shall be submitted in writing to the Director of Human Resources within five (5) workdays after receipt of denial.
- 3. The committee shall make final determination and notify the employee, in writing within ten (10) workdays after receipt of appeal.
- 4. If the committee is deadlocked on a decision, the Superintendent shall make the final decision and respond to the applicant in writing within five (5) workdays following the committee's decision.
- 5. The District and CSEA agree this MOU is governed by the appeal process stated herein and not subject to the Grievance procedure set forth in the Collective Bargaining Agreement.

FOR THE DISTRICT

David G. Harris

1/25/21

FOR CSEA

Maria Huggins

1/25/2021

cesar mata

2/2/2021

## APPENDIX J

### AB119 - NEW HIRES

#### NEW EMPLOYEE ORIENTATION MOU BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CENTER CHAPTER #610 AND THE CENTER JOINT UNIFIED SCHOOL DISTRICT NOVEMBER 7, 2017

##### 1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) The District shall provide CSEA notice of any newly hired classified employee, within thirty (30) days of date of hire or by the first pay period of the month following the hire, which may occur via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site. (Gov't Code § 3558)

##### 2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. (Gov't Code § 3555.5)
- b) The District shall provide CSEA with contact information on the new hires within thirty (30) days of hire, or by the first pay period of the month following the hire, unless the new employee has requested this information be withheld to preserve personal privacy. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site. The information provided in this section shall be provided regardless of whether the newly hired classified employee was previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. This contact information shall include the following items.
  - 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. Home Street address (incl. apartment #)
  - x. City
  - xi. State
  - xii. ZIP Code (5 or 9 digits)
  - xiii. Home telephone number (10 digits);
  - xiv. Personal cellular telephone number (10 digits);
  - xv. Personal email address of the employee;
  - xvi. Birth date;
  - xvii. Employee ID;
  - xviii. CalPERS status (Y/N);
  - xix. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c) **Periodic Update of Contact Information;** The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. (Gov't Code § 3558). The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information.

- 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. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Birth date;
- xvii. Employee ID;
- xviii. CalPERS status (Y/N)
- xix. Hire date.

### 3. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. (Gov't Code § 3556)
- i. In the event the District conducts a group orientation, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative, including the Chapter President or designee, to conduct the orientation session. An additional fifteen (15) minutes shall be provided for travel as needed. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
  - ii. In the event the District conduct one-on-one orientations with new employees, CSEA shall have ten (10) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. An additional fifteen (15) minutes shall be provided for travel as needed. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

- c) The CSEA Representative shall provide the CSEA membership application and a CSEA provided link for an electronic application during any orientation. CSEA may provide the copies of the CSEA membership applications to the District for distribution if CSEA chooses not to communicate in person with new employees. The District will distribute any written materials prepared by CSEA for that purpose.
- d) The orientation session shall be held on District property during the workday.
- e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present. Upon request, a new employee shall be permitted to not attend this part of the orientation. The District will distribute any written materials prepared by CSEA for that purpose.

### 3. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, until the parties negotiate language to be included in their collective bargaining.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect.

For CSEA:

DATE: 11/7/17

BY: Marie Huggins  
Marie Huggins  
CSEA President, Chapter 610

DATE: Nov. 7, 2017

BY: Cesar Mata  
Cesar Mata  
CSEA Labor Relations Representative

For DISTRICT:

DATE: Nov. 7, 2017

BY: David Grimes  
David Grimes  
Director of Personnel

## **APPENDIX K**

### **COLLABORATIVE BARGAINING**

#### **MEMORANDUM OF UNDERSTANDING**

Between  
Center Joint Unified School District (District)  
And  
California School Employees Association and its Center Chapter #610 (CSEA)

The Collaborative Bargaining process has been mutually agreed to by the parties and may be terminated by written notice at any time by either or both parties. The Teams agree that negotiations shall be accomplished through a collaborative effort. The parties agree to:

1. Create a climate of trust and honesty in working with each other.
2. Treat each other with respect even when there is disagreement or difficulty.
3. Maintain open communications with each other.
4. Avoid raising “extreme” issues or proposals to prevent positional discussions or negotiations.
5. Work on problems brought up by either party.
6. Attempt to understand and consider “all” sides of an issue.
7. Develop methods to efficiently and effectively resolve problems and disagreements.
8. Deal with non-contractual issues in separate settings, as mutually agreed.
9. Avoid posturing and grandstanding.
10. Limit the number and length of caucuses.
11. Work through Ed Code and state/federal statute problems considering parties’ needs.
12. Neither party shall go outside of teams or process. Eg., don't stab each other in the back!
13. Maintain confidentiality between teams and among members.
14. Attempt to reach “consensus” solutions and settlements.



## CONSENSUS

All team members:

- Participate in discussions openly and honestly.
- Must feel that they can 'live with' solution/settlement.
- Support 'positively' in public.

15. Prepare joint communications to ensure release of accurate information.
16. Schedule meetings as necessary:
  - An agenda shall be prepared in advance of each meeting.
  - A different team member may have the opportunity to facilitate each meeting.
  - Time constraints shall be announced at the beginning of each meeting.
17. No substitutes or alternates. If an issue specifically relates to a missing member, then we may agree to wait until that team member is present.

# **COMPENSATORY TIME APPROVAL AND USE FORM**

## **APPROVAL**

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_ Site: \_\_\_\_\_

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_

Number of hours approved: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor/Admin. Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: All compensatory time must have prior signed approval. All approved compensatory time off is to be used within the school year in which it is granted. No carry over of compensatory time off is allowable.**

## **USE**

Date(s)/Hours used: \_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor/Admin. Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**The employee will attach a copy of this form to his/her Absence Report Form after all approved compensatory time on this form is used. The employee will mark "CTO" on the Absence Report Form ("CTO" means Compensatory Time Off). A copy of this form will be provided to the employee and to the administrator/department supervisor.**

## **CSEA/CJUSD GRIEVANCE FORM**

Refer to Article XVIII, Grievance Procedures of CSEA/CJUSD Agreement

Check One: Level 1 ☐

Level 2 ☐

Level 3 ☐

Name of Grievant: \_\_\_\_\_ Classification: \_\_\_\_\_

CSEA Representative: \_\_\_\_\_ Work Site: \_\_\_\_\_

Date of Level 1 Informal Conference: \_\_\_\_\_ Supervisor: \_\_\_\_\_

### **Level 2:**

Article # \_\_\_\_\_ Paragraph # \_\_\_\_\_ Sub Paragraph # \_\_\_\_\_

Specific article(s) and sections(s) of Contract Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Clear Statement of facts including, but not limited to dates, names and places: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Response: (Attach Written Response)

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Level 3:**

Director of Human Resources Response: (Attach Written Response)

Director of Human Resources Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Copies to:** Grievant, CSEA President, Director of Human Resources, Supervisor

(Revised December 2021)