

**AGREEMENT**  
**BY AND BETWEEN THE**  
**CENTRAL UNION CLASSIFIED EMPLOYEES ASSOCIATION/NEA**  
**AND THE**  
**CENTRAL UNION SCHOOL DISTRICT**

**2021-2024**  
**(Board approved January 10, 2022)**



**Prepared by Central Union Superintendent's Office**

## CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1	AGREEMENT	3
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	RECOGNITION	3
ARTICLE 4	DISTRICT RIGHTS	4
ARTICLE 5	NON-DISCRIMINATION	4
ARTICLE 6	SAVINGS	4
ARTICLE 7	EMPLOYEE BENEFITS	4
ARTICLE 8	EQUIPMENT, MATERIALS AND EXPENSES	5
ARTICLE 9	GRIEVANCE PROCEDURE	6
ARTICLE 10	ORGANIZATIONAL SECURITY AND ASSOCIATION RIGHTS	8
ARTICLE 11	VACANCY, TRANSFER AND SENIORITY	10
ARTICLE 12	LAYOFF AND REEMPLOYMENT	12
ARTICLE 13	EVALUATION PROCEDURES	15
ARTICLE 14	HOURS OF EMPLOYMENT AND OVERTIME	15
ARTICLE 15	SAFETY	17
ARTICLE 16	PERSONNEL FILES	18
ARTICLE 17	UNIT MEMBER RIGHTS	18
ARTICLE 18	HOLIDAYS	18
ARTICLE 19	SICK LEAVE	19
ARTICLE 20	CATASTROPHIC SICK LEAVE (CSL)	19
ARTICLE 21	PERSONAL NECESSITY LEAVE	21
ARTICLE 22	PARENTAL UNPAID LEAVE	22
ARTICLE 23	BEREAVEMENT LEAVE	24
ARTICLE 24	JUDICIAL LEAVE	24
ARTICLE 25	INDUSTRIAL ACCIDENT LEAVE	25
ARTICLE 26	PERSONAL LEAVE WITHOUT PAY	26
ARTICLE 27	VACATION	26
ARTICLE 28	SALARY SCHEDULES	28
ATTACHMENT A	PERSONAL NECESSITY/PERSONAL DAY/UNPAID SHORT TERM LEAVE REQUEST FORM	30
ATTACHMENT B	CATASTROPHIC SICK LEAVE DAYS/VACATION TRANSFERS FORM	31
ATTACHMENT C	PERSONNEL FILE AUTHORIZATION FORM	32
ATTACHMENT D	COMPLAINTS AGAINST EMPLOYEES	33
ATTACHMENT E	SALARY SCHEDULE (FOR REFERENCE ONLY)	34
ATTACHMENT F	CLASSIFIED SCHOOL EMPLOYEES SUMMER ASSISTANCE PROGRAM	37

**ARTICLE 1: AGREEMENT**

- 1.1 This is an Agreement made and entered into, by and between the Board of Education of the Central Union School District (hereinafter referred to as “District”) and the unit of employees represented by the Central Union Classified Employees Association/NEA, an affiliate of the National Education Association (hereinafter referred to as “Association”). This Agreement shall supersede Board policy in the event of conflicting language.
- 1.2 The term of this Agreement shall be from July 1, 2021 through June 30, 2024, or until such time as a successor contract is reached. After an agreement is reached for the 2021-2022 school year, the contract shall be closed. During the 2022-2023 and 2023-2024 school years, either party may reopen negotiations on Article 7, Employee Benefits, Article 28, Salaries, and one (1) additional article chosen by each party.

	1/10/22		1/10/22
Thomas Addington Superintendent – Central Union	Date	Laurie Heaton CUCEA President	Date

**ARTICLE 2: DEFINITIONS**

- 2.1 “Day”: Any day that the District Office is open for business.
  - A. “Immediate Family” for purposes of Article XXIV: Father, father-in-law, step father, mother, mother-in-law, step mother, legal guardian, brother, brother-in-law, step brother, sister, sister-in-law, step sister, husband, wife, registered domestic partner daughter, daughter-in-law, step daughter, son, son-in-law, step son, grandchild, step grandchild, grandparents, grandparents-in-law, step grandparents, or any relative living in the immediate household of the employee. This definition is applicable except as defined differently under any other article or law.
- 2.2 “Vacancy”: Any classified position that is unfilled and the District chooses to fill.
- 2.3 “Unit Member”: Any classified position covered under Article III: Recognition.
- 2.4 “Classification”: A broad job category made up of individual classes.
- 2.5 “Class”: An individual job position as specified by salary schedule placement.

**ARTICLE 3: RECOGNITION**

- 3.1 The District recognizes the Association as the exclusive representative for non-certificated employees of the District, excluding the following: Executive Assistant/Personnel Analyst, Director of Business and Fiscal Services, Manager of Instructional, Technology & Media Services, Maintenance Supervisor, Food Service Coordinator, and Technology Server Coordinator.
- 3.2 All new classified positions, which are not certificated and non-management/supervisory, shall be assigned to the unit.

#### **ARTICLE 4: DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine the methods of raising revenue; contract out work as provided by the Education Code; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

#### **ARTICLE 5: NON-DISCRIMINATION**

- 5.1 The District shall not discriminate against a Unit Member on the basis of race, color, creed, age, sex, gender, national origin, political affiliation, marital status, physical handicap, or membership or participation in the legal activities of the Association.

#### **ARTICLE 6: SAVINGS**

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

#### **ARTICLE 7: EMPLOYEE BENEFITS**

##### **7.1 Basic Programs**

- 7.1.1 The Board shall work with "School Employees Trust — Tulare County (SET-TC) SISC III to provide Health Benefits. In the event the above vendor is not used both parties agree to renegotiate this section of the contract.

The Board shall provide all full-time or part-time (Part time is defined as working six [6] hours or more per day, but less than eight [8] hours) Unit Members and their eligible dependents with a Basic Benefit Program.

- 7.1.2 For the 2021-2022 insurance plan year, the District will support the cost of Employee Benefit Plan and Life Insurance at a funded amount of \$1383.23 a month.
- 7.2 Employee Basic Benefit Plan
  - 7.2.1 Employee Benefit Plan and Life Insurance will go into effect beginning October 1<sup>st</sup> of the plan year.
  - 7.2.2 The employee's cost for the plans will be deducted monthly through payroll deductions.
- 7.3 Any member of the bargaining unit who is fifty-five (55) years of age or older, who presently has District medical benefits, who has worked twenty (20) consecutive years with the District and leaves the employ of the District, along with eligible dependents, shall be entitled to medical coverage under the regular employee insurance program, shall be entitled to continue his/her medical coverage under regular employee insurance programs by payment of the appropriate premium amounts by depositing twelve (12) checks, predated consecutively by month, with the District by August 31st of each year until Medicare eligibility, provided that the employee;
  - 7.3.1 has retired under the provisions of the Public Employees Retirement System;
  - 7.3.2 has enrolled, along with their eligible dependents, in Medicare Part "A" if and when entitled to such coverage as provided without further cost to the retiree, by Social Security;
  - 7.3.3 has enrolled, along with eligible dependents, in Medicare Part "B", if and when entitled to such coverage as provided without further cost to the retiree, by Social Security.
- 7.4 Survivor Benefits
  - 7.4.1 The surviving spouse of a deceased employee and any eligible dependents (as determined by the group policy) of such a spouse may, at his/her election, remain enrolled in the insurance programs set forth in 7.1 above.
  - 7.4.2 This benefit is restricted only to the spouse and dependents, if any, of the persons who die while an employee of the District or while on an approved leave from such employment.
  - 7.4.3 The survivor's premium payments for such continued coverage shall be paid by depositing twelve (12) consecutively predated checks by month with the District by September 15th of each year unless other arrangements are mutually agreed upon by the survivor and the District.

## **ARTICLE 8: EQUIPMENT, MATERIALS AND EXPENSES**

- 8.1 The District shall provide without cost to the Unit Members the following:
  - 8.1.1 First Aid kits in District-designated location
  - 8.1.2 District-required safety equipment
- 8.2 The District will provide tools, equipment, and supplies deemed necessary by the District.
- 8.3 When the Unit Member is required by the District to use their own vehicle for District-related business, the District will pay the Unit Member at the District mileage rate for preapproved usage.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

- 9.1 Definition
  - 9.1.1 A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misapplication or misinterpretation of this Agreement.
  - 9.1.2 A “grievant” may be any employee of the District, or the Association.
  - 9.1.3 The “superintendent” may be the superintendent or his/her designee.
  - 9.1.4 For purposes of this Article, a “day” shall mean any day in which the District Office is open for business.
  - 9.1.5 “Immediate supervisor” is the lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.
- 9.2 Informal Conference: An attempt shall be made to resolve the grievance by an informal conference between:
  - 9.2.1 The Unit Member and the immediate supervisor, or;
  - 9.2.2 The grievance representative for the Unit Member and the immediate supervisor, or;
  - 9.2.3 The Unit Member, the grievance representative, and the immediate supervisor.
- 9.3 Formal Procedure: A grievance filed on behalf of an individual Unit Member shall be processed as follows:
  - 9.3.1 Step One - The grievant shall file the grievance in writing with the District not later than fifteen (15) days after the Unit Member knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.

- 9.3.2 Step One of the grievance procedure shall consist of a meeting among the Unit Member, an Association representative, and the Unit Member's immediate supervisor to discuss the grievance with the objective of resolving it. Such meeting shall be held not later than five (5) working days after the date on which the grievance was filed.
- 9.3.3 Not later than five (5) days after the conclusion of the Step 1 meeting, the immediate supervisor shall provide the Unit Member and the Association with a written answer.
- 9.3.4 If the grievance is not resolved to the satisfaction of the Grievant at Step 1, the Grievant may file at Step 2 with the Superintendent not later than fifteen (15) days after the conclusion of the Step 1 meeting or twenty-five (25) days after the filing of the Step 1 grievance if a meeting is not held.
- 9.3.5 Step Two shall consist of a meeting among the Unit Member, an Association representative, and the Superintendent. The Association may bring any other person necessary to resolve the grievance. This meeting shall be held within ten (10) days after the filing of the Step Two grievance.
- 9.3.6 No later than five (5) days after the conclusion of the Step Two meeting, the Superintendent shall provide the Unit Member and the Association with a written answer.
- 9.3.7 Step Three If the grievance is not resolved to the satisfaction of the Association at Step 2, the Association may, within ten (10) days of the response, or in the event of no response, within fifteen (15) days of the Step Two meeting, submit a written request for mediation of the grievance. The parties shall, within five (5) days of receipt of the request, submit to the California State Conciliation Service a written request for the immediate services of a mediator. The mediation process shall be Step Three of this grievance procedure.
- 9.3.8 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
- 9.3.9 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to further appeal of the grievance. Any offer of compromise by either party may not be used or referred to, if the grievance is not resolved at this step.
- 9.3.10 Step Four If not satisfied with the decision at Step Three, the grievant may, within ten (10) days, appeal the decision to the Board of Trustees. The Board, at the next regularly scheduled meeting, shall conduct a hearing.
- 9.3.10.1 The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear additional testimony or receive additional evidence.

- 9.3.10.2 The decision of the Board shall be final.
- 9.3.11 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed, as maximums and an attempt shall be made to expedite the process.
- 9.3.12 Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested. Unless an extension is mutually agreed upon between the District and the Association, the time limits set forth herein shall be applicable.
- 9.4 If a grievance affects a group or class of Unit Members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all Unit Members involved, the Association may initiate and submit such grievance at the first formal step.
- 9.5 The investigation and processing of grievances and arbitrations will be accomplished during the normal workday. The Association representative and grievant shall be released without loss of pay in order to properly fulfill the duty of fair representation. Any Unit Member who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same rights.
- 9.6 The Association will notify the District of those individuals authorized to investigate and process grievances on behalf of the Association.
- 9.7 The District shall cooperate with the Association in the investigation of any grievance and shall provide the Association with such available information as is requested as necessary to effectively process a grievance and to discharge the Association's duty of fair representation.
- 9.8 In the event a Unit Member(s) exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:
- 9.8.1 A written copy of the grievance.
- 9.8.2 Provide the Unit an opportunity to respond.
- 9.8.3 Reasonable time to assert the Association's position through a written response being filed before a decision is reached.
- 9.8.4 A written copy of any proposed resolution of the grievance.
- 9.9 No reprisals of participation in any kind shall be taken against any person because of the grievance procedure in accordance with the terms of this Agreement.
- 9.10 All records dealing with the processing of grievances shall be filed in a separate grievance file.
- 9.11 Forms and other necessary documents for filing grievances shall be mutually prepared by the Association and the District.



9.12 In matters dealing with alleged violations of Association rights, the grievance should be initiated at the lowest appropriate step.

## **ARTICLE 10: ORGANIZATIONAL SECURITY AND ASSOCIATION RIGHTS**

### 10.1 Notification of New Hires to Association

10.1.1 The District shall provide the Association 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 hire, which may occur via an electronic mail (Gov. Code §3558).

### 10.2 New Employee Information

10.2.1 The following new bargaining unit member information shall be delivered in digital format via email to the Association President's work email address on file, no later than 30 days after the date of hire:

10.2.1.1 Name

10.2.1.2 Job Class

10.2.1.3 Work site

10.2.1.4 Home Address

10.2.1.5 Work phone

10.2.1.6 Home phone

10.2.1.7 Personal cellular phone

10.2.1.8 Personal Email Addresses

10.2.2 Periodic update of contact information shall be provided to the Association President with a list of the information as outlined in B:1 for all employees in the bargaining unit on or before the following dates — August 1, December 1, and April 1, of each school year.

### 10.3 New Employee Orientation

10.3.1 "New employee orientation" means the onboarding process of newly hired employees, in which employees are advised of duties and responsibilities.

10.3.2 The District agrees that if it conducts a centralized new employee orientation meeting, the Association chapter president or designee will be allowed up to one (1) hour to present to new employees information about the benefits of joining the Association, including but not limited to the enrollment process, classified employees representational rights, member benefits, website, notifications and invitations to chapter meetings, the Association contract information, dues information, and to respond to questions related to these areas. If the District does not conduct a centralized new employee

orientation, the Association may, with ten (10) days notice to the District, conduct its own one (1) hour orientation twice a year from 7:30-8:30 am and the District shall make facilities available for the optional Association orientation. The Association meeting will be conducted outside of the presence of any District representative.

#### 10.4 Dispute Resolution

10.4.1 Violations of this article shall be subject the grievance article of the Collective Bargaining Agreement between the parties.

#### 10.5 Severability

10.5.1 The provisions of this article are severable. If any provision of this article or its application is held invalid based upon applicable law, rule, regulation or order issued by governmental authority, other than the District, that holding shall render invalid or restrain compliance with or enforcement of this article provision.

10.5.2 In that instance, the invalidity of this article shall not affect other provisions or applications that can be given effect without the invalid provision or application, and all other provision contained within the Agreement, unaffected by governmental authority shall remain in full force and effect.

#### 10.6 Dues Deduction

10.6.1 The right of payroll deduction for payment of organizational dues shall be accorded without charge to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Unit Members.

10.6.2 Pursuant to authorization by the Unit Member, the District shall deduct the appropriate monthly Association dues and fees from the regular salary check each month.

10.6.3 With respect to all sums deducted by the District pursuant to authorization of the Unit Member, for membership dues, the District agrees promptly to remit such monies to the Association along with an alphabetical list of all Unit Members for whom such deductions have been made and any changes that may have occurred since the previous list.

#### 10.7 Association Rights

10.7.1 The Association and its members shall have the right to make use of school email, school equipment, buildings, and facilities at all reasonable hours for non-political issues and shall be entitled to all rights and privileges conferred by the "Act"

10.7.2 Board shall provide the Association with the complete Board agenda, minutes of the previous meeting and all other documents containing public information

affecting this Contract and which are to be considered by the Board in its meetings at least forty-eight (48) hours prior to any such Board meetings.

10.7.3 The District shall allow, without penalty, Unit Members to attend any Association-conducted meeting called for the purpose of considering ratification of a proposed collective bargaining agreement, not to exceed two two-hour meetings per contract ratification.

10.7.4 Association members shall be excused from school duties in order to attend Association-related conferences, trainings, or committee assignments upon approval of the Association president, with five (5) days advanced notification to the principal and superintendent. Sixty (60) hours total shall be allocated per year. The number of Association members shall be limited to two (2) per site, not to exceed six (6) members District-wide. These hours are not to be used for negotiations.

## 10.8 Negotiations Procedures

10.8.1 No later than the School Board's first regularly scheduled meeting in February of the year in which this Agreement expires or during any year in which provisions of this Agreement are to be reopened for the following school year, the Association and the District shall deliver its initial proposals for bargaining to the Board. Unless otherwise mutually agreed, the Board and exclusive representative shall begin to meet and negotiate in good faith no later than forty-five (45) calendar days following delivery of such proposals. Any agreement reached between the parties shall be reduced to writing and signed by them.

## **ARTICLE 11: VACANCY, TRANSFER AND SENIORITY**

### 11.1 Definitions

11.1.1 A "vacancy" is any unit position that is unfilled and the District chooses to fill.

11.1.2 A "transfer" is any movement of a Unit Member in the same class from one site to another on a permanent basis.

### 11.2 Vacancies

11.2.1 The District management shall post, for at least five (5) days, in each bargaining unit work location, a list of all known bargaining unit vacancies.

11.2.2 Vacancy notices occurring during summer months (June, July, August) will be provided to staff via electronic mail notification to the email on file with the District. Unit members may provide a personal email address in addition to the District assigned email to receive vacancy notices during summer months.

11.2.3 Posted vacancy shall not be permanently filled until five (5) calendar days after notice of the vacancy has been posted.

- 11.2.4 The District shall, upon request by a Unit Member, notify that Unit Member during summer recess of any vacancies. The Unit Member's request must be in writing and must include a mailing address for the period.
- 11.2.5 The District shall, upon written request of the Unit Member, provide, in writing, the reason(s) for the Unit Member not receiving the transfer.
- 11.2.6 When submitting an application to a vacancy in a different classification or different class, the employee's qualifications will be considered with all other applicants, both internal and external, for the vacant position.

### 11.3 Transfer

- 11.3.1 A Unit Member may submit a request for a transfer subsequent to the posting of a vacancy notice within their class pursuant to the posting procedure of this Article. In addition, requests for transfer must be received by the designated Human Resources contact by the vacancy posted deadline to be considered. USPS postmarks will not be considered.
- 11.3.2 If two (2) or more Unit Members apply for a vacancy, who possess equal qualifications as determined by the District, the Unit Member with the greatest seniority shall be given first consideration for the position.
- 11.3.3 Involuntary transfers generally shall be made for the following reasons: A decrease in the number of students which requires a decrease in the number of Unit Members, elimination of program(s), or school closings.
- 11.3.4 If a decrease in the number of students or the elimination of program(s) occurs, the District shall seek volunteers prior to making any involuntary transfer. If an involuntary transfer becomes necessary, generally the qualified Unit Member in the affected class with the least seniority shall be transferred.
- 11.3.5 The District may provide assistance in the moving of the Unit Member's work-related material and equipment, if any, when a Unit Member is involuntarily transferred.
- 11.3.6 Notification of Transfer - Unit Members shall be given written notice not later than five (5) days prior to a transfer. Such notice shall specify the work site to which the Unit Member will be transferred.

### 11.4 Transfer Seniority

- 11.4.1 Seniority, for the purposes of this Article, and this article only, is defined as the Unit Member's initial date of paid service within the class specified:
  - 11.4.1.1 Unit members with the same initial date of service shall have their seniority number determined by lot.
  - 11.4.1.2 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a Unit Member's seniority, within the class as defined in this Article,

that seniority shall remain in effect for the Unit Member while employed in the District.

11.4.2 A Unit Member's seniority shall not be affected by being on paid leave or in lay-off status.

11.4.3 The person with the highest seniority shall be given first consideration when granting all transfers as provided herein.

## **ARTICLE 12: LAYOFF AND REEMPLOYMENT**

### 12.1 Layoff

12.1.1 The District reserves, retains, and is vested with the sole and exclusive right to lay off unit members for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as to the specific positions to be eliminated. The Association has retained the right to negotiate the effects of layoff on unit members

### 12.2 Notice

12.2.1 Unit members shall receive notice of layoff at least sixty (60) calendar days prior to the effective date of the layoff, and shall be informed of their rights under this Article. Copies of said notices shall be sent to the Association.

### 12.3 Seniority for Layoff Purposes

12.3.1 For purposes of this Article XIII, seniority is established by the unit member's date of hire as a regular classified employee of the District. Except for reinstatement within thirty-nine (39) months, a break in employment and subsequent reemployment shall create a new hire date. In cases where unit members have equal seniority, the issue shall be resolved by lottery. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a Unit Members seniority, within the class as defined, that seniority shall remain in effect for the Unit Member while employed in the District. Seniority, as determined by this paragraph, applies to all unit members in the same class even if the employee hours are different.

12.3.1.1 Prior to issuance of notices of layoff, a seniority list for each class of positions affected shall be prepared by the District. Copies of the seniority lists shall be sent to the Association.

### 12.4 Layoff Procedures

12.4.1 Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The order of layoff within the class shall be determined by the length of service within that specified class. The unit member who has been employed the shortest time shall be considered to have the least seniority, and therefore shall be laid off first. No regular unit member shall be laid off from any position while an employee serving under a substitute, provisional, emergency, or limited-term appointment is retained in a position in the same class, unless the regular unit member declines assignment to the temporary position.

## 12.5 Bumping Rights

12.5.1 A unit member laid off from his or her present class may bump into an equal or the next lowest class in which the unit member had prior standing as an employee provided that the unit member holds the appropriate degree/credentials as required by Education Code or Legal Reference:

12.5.1.1 Unit members may not bump into a lower class if a vacant position with like hours in the unit member's present class exists.

12.5.1.2 When a unit member exercises bumping rights under this Section, he/she shall bump the unit member with the least seniority assigned to like hours and like months within a class. When there are no unit members assigned to like months to be bumped, the unit member shall bump the least senior unit member of like hours, regardless of the number of months assigned; i.e., a ten (10) month unit member could bump a less senior twelve (12) month unit member, and a twelve (12) month unit member could bump a less senior ten (10) month unit member.

## 12.6 Transfer/Reassignment

12.6.1 The District shall transfer and/or reassign a qualified unit member subject to layoff to a vacant position at an equal or lower salary level with the agreement of the unit member. Such transfers/reassignment made in order to avoid layoff shall supersede the provisions of Article XIII. If the transfer/reassignment is to a lower-paying class, it shall be considered as a voluntary demotion. The District shall determine qualifications for purposes of this Section.

## 12.7 Reduction of Hours

12.7.1 The District reserves the right to offer unit members the opportunity to reduce hours in lieu of layoff. Any such reduction of hours shall be voluntary on the part of the unit member.

12.7.2 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional opportunities within the district during the period of 39 months.

12.7.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

12.7.4 As related to hours, Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation to hours, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

## 12.8 Reemployment

12.8.1 Unit members who have been laid off shall be placed on a reemployment list for the class (with similar hours 6 hours and up or 5 3/4 hours and below) from which they are being laid off. Placement on the reemployment list shall be in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months.

12.8.2 Any unit member who is laid off and is subsequently eligible for reemployment shall be notified of an opening within the class from which they were laid off. Such notice shall be sent by certified mail to the last address given the District by the unit member. A copy shall also be sent to the Local President by the District, which shall acquit the District of its notification responsibility.

12.8.3 A unit member shall mail, or otherwise notify, the District of his/her intent to accept or reject re-employment within five (5) business days (days that the District Office is open for business) following receipt of the reemployment offer notice. If the unit member accepts reemployment, the unit member must report to work in accordance with the District's offer, but in no event may the unit member be required to report earlier than fifteen (15) working days following receipt of the reemployment notice. Failure to respond within the time frame of District notification shall be deemed a refusal of the reemployment offering.

12.8.4 A unit member who refuses two (2) offers of such reemployment provided that the positions are within similar hours (i.e., 6 hours and above or 5 3/4 hours and below, and which contain similar benefits to former positions) thereby forfeits all re-employment rights, and the unit member's name shall be removed from the reemployment list.

12.8.5 All sick leave accumulated prior to the effective date of the layoff shall be credited back to the employee's records upon re-employment with the District.

## 12.9 Negotiating Effects of Layoff

12.9.1 If CUCEA and the District are unable to fully resolve the issues that are presented concerning the effects of the layoffs and either party files a formal written request with the California State Conciliation Service requesting the assistance of State appointed mediator for the purposes of resolving the differences that have arisen concerning the effects of layoffs, then the parties agree to meet with the State paid-for and appointed mediator in an effort to resolve their differences. If after a reasonable period of time the mediator is unsuccessful in assisting the parties in resolving their disputes, then both CUCEA and the District will move to non-binding fact-finding. The results & recommendations of fact-finding will be presented to the School Board at a regular Board meeting or specially held meeting, and the Board will act to resolve and make a final decision concerning the effects of such layoff.

## **ARTICLE 13: EVALUATION PROCEDURES**

13.1 Regular probationary employees shall receive at least one (1) formal evaluation during their probationary period. This rating shall normally be schedule near the midpoint of the probationary period. The probationary period for all new employees or promoted employees shall be six (6) months. Employees will obtain permanent status in the class in which they are employment at the end of the six (6) month probationary status.

- 13.2 Probationary employees may not seek a voluntary transfer to a similar class position at another school site or apply to a promotional position during the probationary period of service.
- 13.3 Permanent employees shall be evaluated at least once per year.
- 13.4 The evaluator shall be the Unit Member's immediate supervisor and/or any other management or supervisory employee who is so designated by District management.
- 13.5 The evaluation shall be in writing on forms authorized by the District.
- 13.6 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the Unit Member.
- 13.7 Subsequent to the evaluation, an evaluation conference shall be scheduled between the Unit Member and the evaluator. At the conference the evaluator will present the written evaluation and discuss the matter with the Unit Member. The Unit Member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response, which shall become a part of the permanent record.
- 13.8 The content of the evaluation shall not be subject to the grievance procedure.

#### **ARTICLE 14: HOURS OF EMPLOYMENT AND OVERTIME**

- 14.1 Initial employment - Upon initial employment, each Unit Member shall receive a copy of the applicable job description, appropriate rate of compensation for the position, the work site, work shift, and the assigned hours of work.
- 14.2 Workday and Workweek
  - 14.2.1 The maximum number of hours of regular full-time employment of a Unit Member is eight (8) hours a day, exclusive of lunch, and forty (40) hours a week, consisting of five (5) days per week.
  - 14.2.2 All hours in paid service shall count towards meeting the above workweek requirements.
- 14.3 Adjustment of Assigned Time - Ed Code §45136 and 45137 - Any part-time classified employee who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or longer shall have his/her basic assignment changed to reflect the longer hours, in order to acquire pro-rate fringe benefits.
- 14.4 Overtime Defined - Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week.
  - 14.4.1 Compensation for Overtime: A Unit Member who works authorized overtime shall be paid at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay for the overtime worked.



- 14.4.2 Holiday Overtime: When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a Unit Member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1-1/2) the regular rate of pay.
- 14.5 Hours of Employment and Overtime
- 14.5.1 Management/Supervisors maintain the right to schedule and direct the work of classified members.
- 14.5.2 Management/Supervisors will provide a five (5) day notice prior to changing employee work schedules.
- 14.5.2.1 During the summer, Management/Supervisors will provide the five (5) day notification of schedule changes effective the first day of the school year through electronic mail and employee notification social media platform(s) (e.g. Parent Square).
- 14.5.3 Custodians and Maintenance Personnel leaving the site to conduct District Business shall sign in and out according to the District's established procedure.
- 14.5.4 Classified employees, who are employed within the following categories, shall provide written documentation on a "Work Day Discrepancy Sheet" located at their assigned work site, any occasional variation of their daily work-time assignment and the reason for such variation in work hours:
- 14.5.4.1 Classified employees who work schedules when their supervisor is not present;
- 14.5.4.2 Classified employees who work split assignments, which would include the following: Different sites on different days; different sites on the same days; same-site, same-day with split time assignments.
- 14.6 Rest Periods: Employees shall be granted rest periods of fifteen (15) minutes near the middle of each four (4) hour work period. The time for the break shall be designated by the supervisors. Special shifts or special duties may modify actual practice, but not the basic intent of this rule.
- 14.7 Emergency Base Closure: In the event of base closure in which the District is not provided relief from the State Government for school and student attendance, the employees at the impacted school sites will be required to provide make up service for the extended school time as required from the base closure.
- 14.8 Emergency Situations: Nothing in this Agreement shall require the District to keep offices, schools, and administrative buildings open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, due to above conditions, Unit Members will not suffer a loss of pay.

#### 14.9 Lunch Periods

14.9.3 Employees shall be entitled to an uninterrupted lunch period of at least thirty (30) minutes scheduled at or near the midpoint of each full-time work shift.

14.9.4 Unless waived by mutual consent of the employee and the supervisor, work shifts of less than eight (8) but more than five (5) hours shall also be provided for a lunch break of at least thirty (30) minutes, exclusive of the work hours, to be scheduled as near as normal meal time as possible. Employees will be entitled to lunch periods based upon total daily hours.

14.9.5 In the event that an employee was directed by his/her supervisor to work through or during the 30-minute duty free lunch period, and the employee was not given additional duty-free time off for lunch that day, if the additional work resulted in a total time in excess of eight (8) hours of paid work time, that time in excess of an eight hour paid day would represent overtime, as defined in section 15.5. The employee would have the option to either receive compensatory time off or pay based upon the appropriate rate of over-time pay.

14.10 Out of Class Compensation: In the event an employee is assigned by an administrator to work in a higher classification five (5) days or more within a 15-calendar day period, the salary shall be adjusted to the higher classification at the step, which would be closest to a five percent (5%) increase for the entire period worked out of classification.

#### **ARTICLE 15: SAFETY**

15.1 Every Unit Member shall report unsafe working conditions to his/her immediate supervisor.

15.2 If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as economically feasible.

15.3 Unit Members shall not be required to work under unsafe or hazardous conditions.

#### **ARTICLE 16: PERSONNEL FILES**

16.1 The personnel file of each employee shall be maintained at the Superintendent's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file, except for serious statutory offenses in violation of the Ed. Code Sections 44010, 44011, 87011; Health Code Schedule I, II, III, in Sections 11054, 11055, 11056, 11363, 11364; and Penal Code Sections 187, 11357-11361 inclusive.

16.2 Employees shall be provided with copies of any derogatory written document at least ten (10) days before it is placed in the employee's personnel file. If the employee submits a written response, it shall be attached to the derogatory document in the personnel file.

16.3 An employee shall have the right at reasonable times to examine and/or obtain copies of any material from the employee's personnel file. Upon prior written authorization by the Unit Member, an Association representative may review the Unit Member's file or accompany the Unit Member in his/her review of the file.

- 16.4 All personnel files shall be kept in confidence and shall be available for inspections only to other supervisory employees when actually necessary in the proper administration of the Superintendent's affairs or the supervision of the employee.
- 16.5 Any person who places written material in an employee's file shall sign the material and signify the date on which such material was drafted.
- 16.6 Any written or oral complaint regarding an employee made by a parent, an employee or representative of the District (including members of the Governing Board) or other member of the public shall be reported to the employee by the administrator or supervisor receiving the complaint within ten (10) days, (as defined in Article 9.1.4) from the date the complaint is received. If the complaint is not reported to the employee, no further action and/or discipline (letter of reprimand, suspension, termination) will be taken on the complaint. For purposes of Sections 1 7.6 through 1 7.9, "parent or other member of the public" means a parent or guardian of a currently enrolled student.
- 16.7 Should the administrator or supervisor believe that the allegation(s) in the complaint be sufficiently serious to warrant a meeting, the administrator or supervisor shall schedule a meeting with the complainant and the employee.
- 16.8 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall file a written complaint. The employee will be furnished with a copy of the written complaint.
- 16.9 The employee may prepare a response to the written complaint. The response shall be attached to the written complaint, before the complaint is placed into the employee's personnel file.

#### **ARTICLE 17: UNIT MEMBER RIGHTS**

##### **17.1 Right to organize and participate**

Unit members have the right to organize, join and assist the Association in establishing, maintaining, and protecting or improving conditions of service and the quality of their work environment.

##### **17.2 Representation**

Unit members are entitled to representation by the Association on all matters of employer/employee relations, to the extent authorized pursuant to Weingarten rights and other applicable law.

#### **ARTICLE 18: HOLIDAYS**

- 18.1 The District agrees to provide all regular employees in the bargaining unit the following paid holidays:

Labor Day

Columbus Day

Veterans' Day

Thanksgiving

Day after Thanksgiving

Christmas Day

New Year's Day

Martin Luther King Day

Washington's Birthday

Day after Easter

Memorial Day

July 4th (Twelve month employees only)

Total of twelve (12) paid holidays for twelve-month employees

Total of eleven (11) paid holidays for less than twelve-month employees.

- 18.2 Additional Holiday: Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday, or any day declared a holiday by the governing boards under the Education Code Section 45203, or its successor shall be a paid holiday for all employees in the bargaining unit.

## **ARTICLE 19: SICK LEAVE**

### 19.1 Sick Leave

- 19.1.1 Unit Members shall be entitled to one day per full month of service with regular pay for each school year for purposes of personal illness or injury.

### 19.2. Extended Illness Leave

- 19.2.1 Each fiscal year, Unit Members shall receive one hundred (100) working days of paid leave for personal illness or injury, including the current year's sick leave and accumulated days of sick leave. When the current year and accumulated sick leave at full pay, as provided in Section 19.1 above, are exhausted, Unit Members shall receive Extended Illness Leave at fifty percent (50%) of their regular salary for the remainder of the one hundred (100) days regardless of whether the District hires a substitute to fill their position. This paid leave shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled. Any unused days of Extended Illness Leave shall not be carried over into the next fiscal year.

- 19.3 If a Unit Member does not utilize the full amount of leave as authorized in 19.1 above in any school year, the amount not utilized shall be accumulated from year to year.

- 19.4 Sick leave for part-time employees shall be computed proportionately, in accordance with the Education Code.
- 19.5 The permanent Unit Member need not accrue the annual credit prior to taking such a leave.
- 19.6 The transfer of unused accumulated sick leave from a prior California school district shall be subject to the provisions of Education Code Section 45202.
- 19.7 The District shall provide each Unit Member, on an annual basis, with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the Unit Member is entitled for the current school year.
- 19.8 The District may require a physician's verification of illness if an employee has been on sick leave for three (3) or more consecutive days. When the District has reason to believe sick leave privileges are being abused, the District may request verification of absences of less than three (3) days (i.e., a pattern of Friday or Monday absences).
- 19.9 A unit member may also use available sick leave to care for the illness or injury of an immediate family member as defined in Article 2 of this Agreement.
- 19.10 When leave is taken to care for an immediate family member, the following shall occur:
  - a. The deduction of leave shall first be applied to any available unused personal necessity leave deduction for the school year.
  - b. Once all personal necessity use has been deducted, the unit member may then apply sick leave, as necessary, to continue to care of the illness or injury of the immediate family member.
  - c. Should the unit member exhaust all accumulated sick leave in the care of the immediate family member, the application of use of extended illness leave (Article 19.2) is prohibited.
  - d. The District may require a physician's verification of illness of the immediate family member.

**ARTICLE 20: CATASTROPHIC SICK LEAVE (CSL)**

- 20.1 "Catastrophic Illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take off time from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his/her available sick leave and/or accumulated vacation days.
- 20.2 Employees in probationary status are ineligible to participate in the Catastrophic Leave Program until obtaining permanent status. Upon obtaining permanent status, the employee will become eligible to participate in the Catastrophic Leave Program as specified below.

## 20.3 Donation

- 20.3.1 Permanent unit members on active duty with the District, are eligible to donate. Donors shall not reduce their accumulated sick leave to fewer than five (5) days.
  - 20.3.2 Any unit member, upon written notice to the District, may donate accrued sick leave credits and/or vacation days to the Catastrophic Sick Leave Bank at a minimum of one day (for example, an eight (8) hour employee would need to donate eight (8) hours of leave; a three (3) hour employee would need to donate three (3) hours of leave, etc.) All transfers of eligible leave credits shall be irrevocable (See Attachment B).
  - 20.3.3 The window period of employee donations to the Catastrophic Leave Program will be during the months of September and February. In the event that days (a day is defined to be eight (8) hours) in the Catastrophic Leave Program fall below six (6) days, a special window will be opened for contributions.
  - 20.3.4 Potential donors covered by PERS are advised to consider the retirement implications of pledging/granting their unused sick leave credit for the Catastrophic Leave Program.
  - 20.3.5 Unit members who have donated previously are automatically members of the Catastrophic Leave Program.
  - 20.3.6 Pledges to the program will be dated, stamped, and drawn in order received. It is understood that those days transferred from a unit member are lost to said unit member whether said days are used or not used by the receiving unit member and cannot be transferred back to the contributing member.
  - 20.3.7 All pledges shall remain confidential and be submitted on the appropriate form.
- 20.4 Unit members will have a sixty (60) calendar day waiting period after joining the program before becoming eligible to withdraw and use donated leave credit.
- 20.5 Catastrophic Leave Program shall operate as follows:
- 20.5.1 In order to be eligible to withdraw from the Catastrophic Leave Program, an employee must be a member of the Program. To be a member, an employee must pledge at least one (1) sick leave or vacation day to the Program. Pledges may be made at any time within the window period, as stated above.
  - 20.5.2 Any unit member who is suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the Catastrophic Leave Program.
  - 20.5.3 A unit member who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
  - 20.5.4 Upon requesting donations under this program, the employee shall provide verification of the catastrophic illness or injury. Verification of the catastrophic

illness or injury may be by means of a letter, dated and signed by the employee's physician, indicating the incapacitating nature and probable duration of the illness or injury. When the above verification has been made, the transfer of sick leave or vacation credits will be made per pay period as needed.

- 20.5.5 The amount of donated leave granted from the Catastrophic Leave Program Bank to an employee shall not exceed thirty (30) days per school year.
- 20.5.6 In the event, two (2) or more employees apply for donated leave on the same day, the qualified employee(s), will receive up to thirty (30) days donated leave, if available. If there is not enough leave in the Program Bank to provide thirty (30) days credit to the requesting employee(s), then the requesting employee(s) will be entitled to receive fifty percent (50%) of the available balance (or a smaller percentage if more than two employees apply on the same day). If the requesting employee receives less than thirty (30) days at the initial application, said employee(s) will be eligible to receive additional days up to the limit of thirty (30) days total for the year.
- 20.5.7 Catastrophic Sick Leave donated from the Bank to an employee in excess of that needed by the employee for the catastrophic illness/injury, shall be transferred back to the Catastrophic Sick Leave Bank.

#### **ARTICLE 21: PERSONAL NECESSITY LEAVE**

- 21.1 Every Unit Member shall be entitled to use seven (7) days of his or her accumulated sick leave (only one of which may be a personal day) during each school year in case of personal necessity (EC 44981).
- 21.2 "Personal Necessity" means any business activity, which cannot be conducted before or after the school day. A Unit Member shall make his/her request on the Personal Necessity Leave form to the immediate supervisor at least three (3) days in advance of taking such leave. If an emergency makes such advance notification impossible, the form will then be completed after the Unit Member's return to work. (See Attachment A, Personal Necessity Leave Form.)
- 21.3 A Unit Member shall not be required to make an advance notice to use personal necessity leave in the following cases:
  - 21.3.1 Death, grave illness, or severe injury of a member of his or her immediate family;
  - 21.3.2 Accident involving his or her person or property, or the person or property of a member of his or her immediate family.
- 21.4 In no case shall personal necessity leave be used for:
  - 21.4.1 Extension of a school holiday;
  - 21.4.2 Extension of a unit member's vacation;
  - 21.4.3 Personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions.

- 21.5 Recognizing Section 22.4 above, personal necessity leave shall be granted at the discretion of the site principal or his/her assistant principal. A copy of this form will be given to the Unit Member prior to his/her leaving the site; then the site administrator will confidentially send a copy to the Personnel Office. If the site administrator denies the leave, the Unit Member shall have the right of appeal to the superintendent. Discrepancies in decisions between administrators shall not result in the filing of a grievance by CUCEA or the Unit Member.
- 21.6 Personal Day Leave:
- 21.6.1 A Unit Member shall be entitled to one (1) day of personal day leave per year, non-cumulative, to be deducted from the Unit Member's sick leave.
- 21.6.2 The Unit Member shall notify the site principal at least twenty-four (24) hours in advance of taking such leave.
- 21.6.3 The number of Unit Members utilizing this leave provision shall be limited to one (1) Unit Member per school site, per day, except where a husband and wife work at the same school site. This leave shall only be taken on a day that students are in attendance.
- 21.6.4 This leave cannot be used for the following:
- 21.6.4.1 Political activity or demonstrations;
- 21.6.4.2 The first or last day of school.

## **ARTICLE 22: PARENTAL UNPAID LEAVE**

For purposes of this section, "Parental Leave of Absence" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

There are two types of Parental Leave of Absences available to classified employees. One falls under California Family Rights Act (CFRA) of 1991 and is a partially paid leave. The federal law also provides a similar leave known as Family Medical Leave Act. The other Parental Leave of Absence is without pay and shall be granted to an employee for the purpose of additional childbearing.

- 22.1 Employees have certain rights under the California Family Rights Act of 1991 and any subsequent changes enacted by the legislature.
- A paid Parental Leave of Absence under California Family Rights Act of 1991 shall be governed by Education Code 44977.5. Any questions regarding legal requirements of this section should be addressed to the Human Resources Department and/or CUETA representatives.
- 22.2 The District, upon request, may grant unpaid leave of absence to a pregnant Unit Member prior to the beginning of the disability period of her pregnancy.
- 22.3 An unpaid leave of absence, up to one (1) year, may be granted to a Unit Member for the purpose of raising his/her natural, adopted or foster child.



## **ARTICLE 23: BEREAVEMENT LEAVE**

- 23.1 Unit Members shall be entitled to the use of up to five (5) days of fully paid leave of absence in the event of the death of any member of his/her immediate family, or up to seven (7) days of such leave if more than five hundred (500) miles of travel is required.
- 23.2 No charge shall be made against the employee's sick leave account for the use of this leave.
- 23.3 Unit members shall be entitled to use Bereavement Leave for the purpose of serving as a pallbearer. Utilization of such leave shall be as follows:
  - 23.3.1 One (1) day for service as a pallbearer, or two (2) days should the travel to the service equal more than five hundred miles.
  - 23.3.2 Verification of service as the pallbearer shall be required, and can be substantiated by providing the District with a service program in which the unit member is listed as a pallbearer.

## **ARTICLE 24: JUDICIAL LEAVE**

- 24.1 Unit Members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the Unit Member. The Unit Member shall submit a written request for an approved absence no less than five (5) days or upon receipt of summons prior to the beginning date of the leave or as a witness.
- 24.2 In the event that an the employee's work day is an afternoon shift (start time after 2:00 PM or thereafter) and the employee is required to serve jury duty or as a witness, the employee shall be relieved from work for the amount of time spent performing the civic duty.
- 24.3 The Unit Member, while serving jury duty, will receive pay in the amount of the difference between the Unit Member's regular earnings and any amount received for jury service, minus mileage fees received.

## **ARTICLE 25: INDUSTRIAL ACCIDENT LEAVE**

- 25.1 An employee shall report an industrial illness or accident as soon as possible (normally within one working day).
- 25.2 Unit Members will be entitled to industrial accident leave according to the appropriate provision in Education Code (EC 45192) for personal injury only if the injury has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund. Unit members hired after July 1, 2001, will be entitled to industrial accident leave after eighteen (18) months of continuous employment, according to the appropriate provision in Education Code Section 45192 for personal injury, only if the injury has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
- 25.3 Such leave shall not exceed sixty (60) days during which the schools of the District are

required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Industrial accident leave shall be reduced one day for each day of authorized industrial accident leave.

- 25.4 An industrial accident or illness leave shall commence on the first date of absence.
- 25.5 Allowable industrial accident and illness leave shall not be accumulated from year to year.
- 25.6 An industrial accident or illness as used in this paragraph means any job-related injury or illness.
- 25.7 The District has the right to have the Unit Member examined by a physician designated by the District at District expense to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 25.8 For any days of absence from duty as a result of the same industrial accident, the Unit Members shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the Unit Member would have received as salary had there been no industrial accident or illness. If the Unit Member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant, the amount of such disability indemnity actually paid to and retained by the Unit Member.
- 25.9 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, be placed on a reemployment list for a period of 39 months. When available, and when medically able to return, during this 39-month period, the employee shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

**ARTICLE 26: PERSONAL LEAVE WITHOUT PAY**

- 26.1 The District may grant a Unit Member, upon request, an unpaid leave of absence for up to one (1) school year for personal reasons. Such leave may be extended upon request.

**ARTICLE 27: VACATION**

- 27.1 Any employee whose compensation is fixed by the month, and is employed on a twelve (12) month basis, shall earn annual vacation based on time in paid status in accordance with the following schedule:

1-9 years      12 days per year

10-14 years    15 days per year

15-19 years 15 days per year plus one (1) additional day for each year of service

20 years 20 days per year.

## 27.2 Definitions for the purpose of Vacation Article

**Day:** Is the work-day (hour for hour) of an employee.

Example A: 3.75 hour aide's day = 1 day

Example B: 5.75 hour aide's day = 1 day

**Month:** As the proportion is based upon the number of months an employee is contracted, a month is defined as the total number of work days divided by 20 (average work days in a month).

Example A:

193 work days/20 = 9.65 months = 10 months (rounded)

Example B:

181 work days/20 = 9.05 months = 9 months (rounded)

**Proportion:** A ratio factor of the contracted months of an employee to determine the vacation which should be earned.

27.3 Hourly employees and all other employees who work less than twelve (12) months shall be entitled to a proportionate share of the vacation benefits outlined above, proportionate to the time in paid status. For all employees working less than a 12-month work cycle, the proportionate share of vacation is given through actual monetary compensation in the employee's payroll.

27.4 Consistent with Education Code 45197, earned vacation shall not become a vested right until completion of the initial six months of employment.

27.5 The following chart illustrates the calculation of vacation based upon the definitions contained within this article.

		12 month employee (days of vacation)	11 month employee (days of vacation)	10 month employee (days of vacation)	9 month employee (days of vacation)
Year	1-9	12	11	10.00	9
Year	10-14	15	13.75	12.50	11.25
Year	15-19	15	13.75	12.50	11.25
Year	16	16	14.66	13.33	12
Year	17	17	15.58	14.17	12.75
Year	18	18	16.50	15.00	13.5
Year	19	19	17.42	15.83	14.25
Year	20	20	18.33	16.67	15

27.6 Vacations shall be taken in accordance with a schedule prepared with, or by, the supervisor. Vacations may be taken as earned when this is convenient and meets with the approval of the school principal or immediate supervisor. (Example: Vacation time

during Easter or Christmas holidays). This schedule will contain no more than five (5) days maximum in the employee's vacation balance from year to year (year ending July 31).

- 27.7 The District's fiscal year shall be used to determine the level of vacation credit. Upon initial employment, a unit member must complete a minimum of 75% of the initial service year based upon the number of days within the employee's class in order to advance the subsequent year for vacation credit advancement.
- 27.8 Twelve (12) month employees will be notified regarding the amount of accrued vacation time available for the fiscal year no later than September 1<sup>st</sup>.
- 27.9 Twelve (12) month employees will be required to turn in vacation requests/schedules for the coming year by September 30<sup>th</sup>. Vacation requests submitted by the September 30<sup>th</sup> date will be honored on the basis of seniority in the event that more than one employee requests the same vacation schedule. Should a vacation schedule, which was submitted during the September 1 through September 30 time frame, be in conflict with the schedule of a more senior employee, the employee will be given a two (2) week period to submit a revised vacation schedule.
- 27.10 After September 30<sup>th</sup>, the vacation schedule will be prepared by the District Office for each employee who did not submit a schedule. The prepared schedule will account for the five (5) days carryover of vacation days, with no more than five (5) days carryover in the employee's vacation balance from year to year.
- 27.11 During scheduled district closures (ex – winter break) the district will schedule no more than four (4) days of vacation for any employee, unless the employee is in need of taking additional vacation time per the District prepared vacation schedule.
- 27.12 Upon separation from the District, an employee shall be paid for his/her accumulated unused vacation credit at the rate of pay applicable to his/her last regular assignment.
- 27.13 If the separated employee has worked half or more of the District scheduled workdays in the month in which he/she terminates, he/she shall be entitled to vacation pay for that month. Less than half a month will not entitle an employee to additional vacation pay in that month.
- 27.14 Vacation carryover credit may be accumulated to a total not exceeding five (5) days, except upon recommendation by the supervisor.
- 27.15 The rate at which vacation is paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given classification shall suffer no loss of earned credit by reason of a subsequent change in classification.
- 27.16 When vacation is to be converted to bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance.

## **ARTICLE 28: SALARY SCHEDULES**

- 28.1 For the 2021-2022 school year, the salary schedule will be adjusted based upon a 4.00% increase. This salary schedule adjustment will be permanently applied to the schedule and retroactive to July 1, 2021.

- 28.2 For the 2021-2022 school year, the District shall provide all Association bargaining unit members employed with the District as of the date this Agreement is approved by the Governing Board of the District, a one-time, off salary schedule payment equal to two percent (2%) of the unit member's annual base salary as listed on the 2021-2022 Classified and Hourly Salary Schedules, less all applicable taxes and deductions. This one-time payment will be paid during the first feasible payroll cycle following final ratification and approval of this Tentative Agreement by both parties. Neither the District nor the Association makes any representations regarding the tax or retirement consequences of this payment.
- 28.3 Longevity pay is established to recognize long-term service to the District.
- 28.3.1 All classified employees completing the 10<sup>th</sup> year of consecutive service and beyond (as noted below) shall be eligible for the longevity pay.
- 28.3.2 In order to qualify as a year toward consecutive service, the unit member must complete a minimum of 75% of the initial service year based upon the number of days within the employee's class. Absent completion of the 75% of the initial year of service, the time spent during the initial service year will not be applied to the consecutive years of service leading toward longevity pay.
- 28.3.3 Employees obtaining milestone years after June 30, will have the commensurate longevity stipend applied for the subsequent fiscal year (July 1) reflected in the employment notice.
- 28.3.4 Full-time employees (based on 8 hours/day) shall receive monthly longevity stipend as indicated below:
- |          |              |   |   |
|----------|--------------|---|---|
| 28.3.4.1 | 10- 14 years | - | \$30.00 per month (based on 8hours/day) |
| 28.3.4.2 | 15- 19 years | - | \$35.00 per month (based on 8hours/day) |
| 28.3.4.3 | 20- 24 years | - | \$45.00 per month (based on 8hours/day) |
| 28.3.4.4 | 25 + years   | - | \$65.00 per month (based on 8hours/day) |
- 28.3.4.5 All employees other than full-time employees shall be entitled to a proportionate share of the longevity stipend outlined above, proportionate to the time in paid status.
- 28.4 Current classified salary schedule information may be obtained by visiting the District's website under human resources:
- 28.5 The 2021-2022 Salary schedules for reference is included in Attachment E.
- 28.6 Upon initial employment and salary schedule placement, a unit member must complete a minimum of 75% of the initial service year based upon the number of days within the employee's class during the fiscal year of initial employment in order to advance to the next salary step placement for the subsequent fiscal year.

**ATTACHMENT A:**

**Central Union Elementary School District  
Classified PERSONAL NECESSITY/PERSONAL DAY/UNPAID SHORT TERM LEAVE**

To: Principal/Supervisor  
From: \_\_\_\_\_  
Date: \_\_\_\_\_

- Personal Necessity Leave must be approved three (3) working days in advance except in emergencies.
- Personal Day Leave must be approved twenty-four (24) hours in advance.

I request absence from work on \_\_\_\_\_.

I was absence from work on \_\_\_\_\_ due to an emergency.

***Please check the appropriate box below.***

- Personal Necessity:** Any business activity which cannot be conducted before or after the school day. I certify with my signature that this activity (1) cannot be conducted before or after the school day, (2) is not being used for the extension of a school holiday or vacation, (3) is not being used for personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions and (4) is in accordance with Article XXII.

\_\_\_\_\_  
Employee's signature

- Personal Day Leave:** One day which is deducted from the employee's personal necessity leave. This leave cannot be used for the following: (1) political activity or demonstrations and (2) the first or last day of school.

\_\_\_\_\_  
Employee's signature

- Unpaid Short Term Leave Up to 5 Days:** I understand my salary will be deducted for hours absent at the daily rate of my salary. If I am enrolled in PERS this will effect my PERS service credit.

\_\_\_\_\_  
Employee's signature

\*\*\*\*\*

*Office Use Only*

<u>Request:</u>	Acknowledged	Approved	Disapproved
-----------------	--------------	----------	-------------

\_\_\_\_\_  
Principal/Supervisor

Distribution: Employee (*white*);  
Principal/Supervisor (*yellow*);  
District Office (*pink*)

**ATTACHMENT B:**

**CATASTROPHIC SICK LEAVE DAYS/VACATION TRANSFERS**

- A. If a unit member desires to contribute on a voluntary basis, a certain number of sick leave or vacation days (12 month employees only) toward another unit member's need for additional sick leave because of a long-term catastrophic sickness or accident, s/he may do so at his or her election.
- B. The unit member making the contribution shall fill out the proper form directing the district personnel department to make such a transfer and shall deliver said form to the personnel department. The district will then transfer said number of days authorized to the unit member in need.
- C. Said contribution shall be only for a member who has used up his/her previously earned sick leave/and vacation days and no longer has sick leave days or vacation days available to him/her. However, the district shall incur no liability of any kind in such transaction and is responsible only for the transfer of the sick leave day(s)/and vacation days from one unit member to another unit member.
- D. It is understood that those days transferred from a unit member are lost to said unit member whether said days are used or not used by the receiving unit member and can in no circumstances be transferred back to the contributing member.

I hereby request the transfer of \_\_\_\_\_ sick leave day's \_\_\_\_\_ vacation days from my accumulated sick leave days/vacation days to the catastrophic bank.

Name (Printed) \_\_\_\_\_

Site/Department \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ATTACHMENT C**

**PERSONNEL FILE AUTHORIZATION FORM**

Central Union School District may release my personnel files for review by my representative named below.

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Name of Central Union School District Employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **ATTACHMENT D**

### **COMPLAINTS AGAINST EMPLOYEES**

- A. Current information regarding complaints against employees may be obtained by visiting the District's website
- B. Members will not be able to grieve this Appendix as it is governed by Board Policy, Administrative Regulations, State, and Federal guidelines and is outside of the scope of bargaining.

# Central Union Elementary School District

## Classified Salary Schedule

### 2021-22

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<b>Maintenance &amp; Operation</b>								
<b>12 Payments</b>								
<b>Maintenance Technician</b>	\$ 43,910.64	\$ 46,103.04	\$ 48,253.68	\$ 50,466.96	\$ 52,617.60	\$ 54,810.00	\$ 57,044.16	Annual
(261 DAYS)	\$ 3,659.22	\$ 3,841.92	\$ 4,021.14	\$ 4,205.58	\$ 4,384.80	\$ 4,567.50	\$ 4,753.68	12thly
(8 HOURS)	\$ 168.24	\$ 176.64	\$ 184.88	\$ 193.36	\$ 201.60	\$ 210.00	\$ 218.56	Daily
	\$ 21.03	\$ 22.08	\$ 23.11	\$ 24.17	\$ 25.20	\$ 26.25	\$ 27.32	Hourly
<b>District Delivery Driver</b>	\$ 43,242.48	\$ 45,393.12	\$ 47,564.64	\$ 49,798.80	\$ 52,012.08	\$ 54,120.96	\$ 56,355.12	Annual
(261 DAYS)	\$ 3,603.54	\$ 3,782.76	\$ 3,963.72	\$ 4,149.90	\$ 4,334.34	\$ 4,510.08	\$ 4,696.26	12thly
(8 HOURS)	\$ 165.68	\$ 173.92	\$ 182.24	\$ 190.80	\$ 199.28	\$ 207.36	\$ 215.92	Daily
	\$ 20.71	\$ 21.74	\$ 22.78	\$ 23.85	\$ 24.91	\$ 25.92	\$ 26.99	Hourly
<b>Head Custodian</b>	\$ 43,242.48	\$ 45,393.12	\$ 47,564.64	\$ 49,798.80	\$ 52,012.08	\$ 54,120.96	\$ 56,355.12	Annual
(261 DAYS)	\$ 3,603.54	\$ 3,782.76	\$ 3,963.72	\$ 4,149.90	\$ 4,334.34	\$ 4,510.08	\$ 4,696.26	12thly
(8 HOURS)	\$ 165.68	\$ 173.92	\$ 182.24	\$ 190.80	\$ 199.28	\$ 207.36	\$ 215.92	Daily
	\$ 20.71	\$ 21.74	\$ 22.78	\$ 23.85	\$ 24.91	\$ 25.92	\$ 26.99	Hourly
<b>Lead Groundskeeper</b>	\$ 43,242.48	\$ 45,393.12	\$ 47,564.64	\$ 49,798.80	\$ 52,012.08	\$ 54,120.96	\$ 56,355.12	Annual
(261 DAYS)	\$ 3,603.54	\$ 3,782.76	\$ 3,963.72	\$ 4,149.90	\$ 4,334.34	\$ 4,510.08	\$ 4,696.26	12thly
(8 HOURS)	\$ 165.68	\$ 173.92	\$ 182.24	\$ 190.80	\$ 199.28	\$ 207.36	\$ 215.92	Daily
	\$ 20.71	\$ 21.74	\$ 22.78	\$ 23.85	\$ 24.91	\$ 25.92	\$ 26.99	Hourly
<b>Custodian/Gardener</b>	\$ 41,300.64	\$ 43,576.56	\$ 45,727.20	\$ 47,919.60	\$ 50,132.88	\$ 52,367.04	\$ 54,580.32	Annual
(261 DAYS)	\$ 3,441.72	\$ 3,631.38	\$ 3,810.60	\$ 3,993.30	\$ 4,177.74	\$ 4,363.92	\$ 4,548.36	12thly
(8 HOURS)	\$ 158.24	\$ 166.96	\$ 175.20	\$ 183.60	\$ 192.08	\$ 200.64	\$ 209.12	Daily
	\$ 19.78	\$ 20.87	\$ 21.90	\$ 22.95	\$ 24.01	\$ 25.08	\$ 26.14	Hourly
<b>Clerical</b>								
<b>District Clerk/Bilingual Clerk</b>	\$ 37,082.88	\$ 38,857.68	\$ 40,590.72	\$ 42,365.52	\$ 44,056.80	\$ 45,894.24	\$ 47,564.64	Annual
(261 DAYS)	\$ 3,090.24	\$ 3,238.14	\$ 3,382.56	\$ 3,530.46	\$ 3,671.40	\$ 3,824.52	\$ 3,963.72	12thly
(8 HOURS)	\$ 142.08	\$ 148.88	\$ 155.52	\$ 162.32	\$ 168.80	\$ 175.84	\$ 182.24	Daily
	\$ 17.76	\$ 18.61	\$ 19.44	\$ 20.29	\$ 21.10	\$ 21.98	\$ 22.78	Hourly
<b>Business Secretary</b>	\$ 50,634.00	\$ 52,826.40	\$ 54,997.92	\$ 57,232.08	\$ 59,361.84	\$ 61,575.12	\$ 63,725.76	Annual
(261 DAYS)	\$ 4,219.50	\$ 4,402.20	\$ 4,583.16	\$ 4,769.34	\$ 4,946.82	\$ 5,131.26	\$ 5,310.48	12thly
(8 HOURS)	\$ 194.00	\$ 202.40	\$ 210.72	\$ 219.28	\$ 227.44	\$ 235.92	\$ 244.16	Daily
	\$ 24.25	\$ 25.30	\$ 26.34	\$ 27.41	\$ 28.43	\$ 29.49	\$ 30.52	Hourly
<b>DRC Secretary</b>	\$ 45,184.32	\$ 47,397.60	\$ 49,590.00	\$ 51,803.28	\$ 53,870.40	\$ 56,104.56	\$ 58,296.96	Annual
(261 DAYS)	\$ 3,765.36	\$ 3,949.80	\$ 4,132.50	\$ 4,316.94	\$ 4,489.20	\$ 4,675.38	\$ 4,858.08	12thly
(8 HOURS)	\$ 173.12	\$ 181.60	\$ 190.00	\$ 198.48	\$ 206.40	\$ 214.96	\$ 223.36	Daily
	\$ 21.64	\$ 22.70	\$ 23.75	\$ 24.81	\$ 25.80	\$ 26.87	\$ 27.92	Hourly
<b>Payroll Technician</b>	\$ 57,754.08	\$ 59,946.48	\$ 62,138.88	\$ 64,373.04	\$ 66,481.92	\$ 68,653.44	\$ 70,887.60	Annual
(261 DAYS)	\$ 4,812.84	\$ 4,995.54	\$ 5,178.24	\$ 5,364.42	\$ 5,540.16	\$ 5,721.12	\$ 5,907.30	12thly
(8 HOURS)	\$ 221.28	\$ 229.68	\$ 238.08	\$ 246.64	\$ 254.72	\$ 263.04	\$ 271.60	Daily
	\$ 27.66	\$ 28.71	\$ 29.76	\$ 30.83	\$ 31.84	\$ 32.88	\$ 33.95	Hourly
<b>Account Clerk I</b>	\$ 42,929.28	\$ 45,059.04	\$ 47,188.80	\$ 49,318.56	\$ 51,364.80	\$ 53,536.32	\$ 55,624.32	Annual
(261 DAYS)	\$ 3,577.44	\$ 3,754.92	\$ 3,932.40	\$ 4,109.88	\$ 4,280.40	\$ 4,461.36	\$ 4,635.36	12thly
(8 HOURS)	\$ 164.48	\$ 172.64	\$ 180.80	\$ 188.96	\$ 196.80	\$ 205.12	\$ 213.12	Daily
	\$ 20.56	\$ 21.58	\$ 22.60	\$ 23.62	\$ 24.60	\$ 25.64	\$ 26.64	Hourly
<b>Account Clerk II</b>	\$ 45,184.32	\$ 47,397.60	\$ 49,590.00	\$ 51,803.28	\$ 53,870.40	\$ 56,104.56	\$ 58,296.96	Annual
(261 DAYS)	\$ 3,765.36	\$ 3,949.80	\$ 4,132.50	\$ 4,316.94	\$ 4,489.20	\$ 4,675.38	\$ 4,858.08	12thly
(8 HOURS)	\$ 173.12	\$ 181.60	\$ 190.00	\$ 198.48	\$ 206.40	\$ 214.96	\$ 223.36	Daily
	\$ 21.64	\$ 22.70	\$ 23.75	\$ 24.81	\$ 25.80	\$ 26.87	\$ 27.92	Hourly
<b>Technology</b>								
<b>12 Payments</b>								
<b>Local Area Network Technician</b>	\$ 53,244.00	\$ 55,749.60	\$ 58,213.44	\$ 60,698.16	\$ 63,162.00	\$ 65,646.72	\$ 68,152.32	Annual
(261 DAYS)	\$ 4,437.00	\$ 4,645.80	\$ 4,851.12	\$ 5,058.18	\$ 5,263.50	\$ 5,470.56	\$ 5,679.36	12thly
(8 HOURS)	\$ 204.00	\$ 213.60	\$ 223.04	\$ 232.56	\$ 242.00	\$ 251.52	\$ 261.12	Daily
	\$ 25.50	\$ 26.70	\$ 27.88	\$ 29.07	\$ 30.25	\$ 31.44	\$ 32.64	Hourly
<b>Computer Repair Technician</b>	\$ 43,242.48	\$ 45,393.12	\$ 47,564.64	\$ 49,798.80	\$ 52,012.08	\$ 54,120.96	\$ 56,355.12	Annual
(261 DAYS)	\$ 3,603.54	\$ 3,782.76	\$ 3,963.72	\$ 4,149.90	\$ 4,334.34	\$ 4,510.08	\$ 4,696.26	12thly
(8 HOURS)	\$ 165.68	\$ 173.92	\$ 182.24	\$ 190.80	\$ 199.28	\$ 207.36	\$ 215.92	Daily
	\$ 20.71	\$ 21.74	\$ 22.78	\$ 23.85	\$ 24.91	\$ 25.92	\$ 26.99	Hourly
<b>Data Specialist Technician</b>	\$ 43,242.48	\$ 45,393.12	\$ 47,564.64	\$ 49,798.80	\$ 52,012.08	\$ 54,120.96	\$ 56,355.12	Annual
(261 DAYS)	\$ 3,603.54	\$ 3,782.76	\$ 3,963.72	\$ 4,149.90	\$ 4,334.34	\$ 4,510.08	\$ 4,696.26	12thly
(8 HOURS)	\$ 165.68	\$ 173.92	\$ 182.24	\$ 190.80	\$ 199.28	\$ 207.36	\$ 215.92	Daily
	\$ 20.71	\$ 21.74	\$ 22.78	\$ 23.85	\$ 24.91	\$ 25.92	\$ 26.99	Hourly
<b>Technology Support Specialist</b>	\$ 37,082.88	\$ 38,857.68	\$ 40,590.72	\$ 42,365.52	\$ 44,056.80	\$ 45,894.24	\$ 47,564.64	Annual
(261 DAYS)	\$ 3,090.24	\$ 3,238.14	\$ 3,382.56	\$ 3,530.46	\$ 3,671.40	\$ 3,824.52	\$ 3,963.72	12thly
(8 HOURS)	\$ 142.08	\$ 148.88	\$ 155.52	\$ 162.32	\$ 168.80	\$ 175.84	\$ 182.24	Daily
	\$ 17.76	\$ 18.61	\$ 19.44	\$ 20.29	\$ 21.10	\$ 21.98	\$ 22.78	Hourly

\*\*\*All Monthly Salaries Listed Below may be Variable Based on Vacation Earned\*\*\*

		1	2	3	4	5	6	7		
	<b>Cafeteria</b>	<b>12 Payments - (11 months w/one month deferred)</b>								
1 O	Site Head Cook	\$ 159.28	\$ 164.16	\$ 169.04	\$ 173.92	\$ 179.04	\$ 183.92	\$ 188.96	Daily	
		\$ 19.91	\$ 20.52	\$ 21.13	\$ 21.74	\$ 22.38	\$ 22.99	\$ 23.62	Hourly	
M	Cafeteria Assistant	\$ 129.28	\$ 135.04	\$ 140.48	\$ 146.16	\$ 151.84	\$ 157.52	\$ 163.36	Daily	
		\$ 16.16	\$ 16.88	\$ 17.56	\$ 18.27	\$ 18.98	\$ 19.69	\$ 20.42	Hourly	
O	Cafeteria Clerk	\$ 142.08	\$ 148.88	\$ 155.52	\$ 162.32	\$ 168.80	\$ 175.84	\$ 182.24	Daily	
		\$ 17.76	\$ 18.61	\$ 19.44	\$ 20.29	\$ 21.10	\$ 21.98	\$ 22.78	Hourly	
	<b>Clerical</b>	<b>12 Payments - (11 months w/one month deferred)</b>								
N T H	School Clerk/Typist	\$ 142.08	\$ 148.88	\$ 155.52	\$ 162.32	\$ 168.80	\$ 175.84	\$ 182.24	Daily	
		\$ 17.76	\$ 18.61	\$ 19.44	\$ 20.29	\$ 21.10	\$ 21.98	\$ 22.78	Hourly	
E M Y	School Secretary	\$ 173.12	\$ 181.60	\$ 190.00	\$ 198.48	\$ 206.40	\$ 214.96	\$ 223.44	Daily	
		\$ 21.64	\$ 22.70	\$ 23.75	\$ 24.81	\$ 25.80	\$ 26.87	\$ 27.93	Hourly	
E S	Library Clerk	\$ 142.08	\$ 148.88	\$ 155.52	\$ 162.32	\$ 168.80	\$ 175.84	\$ 182.24	Daily	
		\$ 17.76	\$ 18.61	\$ 19.44	\$ 20.29	\$ 21.10	\$ 21.98	\$ 22.78	Hourly	
	<b>Health</b>	<b>12 Payments - (11 months w/one month deferred)</b>								
E S	Health Aide II	\$ 211.20	\$ 216.32	\$ 221.60	\$ 226.96	\$ 232.24	\$ 237.44	\$ 242.56	Daily	
		\$ 26.40	\$ 27.04	\$ 27.70	\$ 28.37	\$ 29.03	\$ 29.68	\$ 30.32	Hourly	

Full-time employees (Based on 8 hours/day) shall receive monthly longevity stipend as indicated below:

- 10-14 years - \$30.00 per month (based on 8 hours/day)
- 15-19 years - \$35.00 per month (based on 8 hours/day)
- 20-24 years - \$45.00 per month (based on 8 hours/day)
- 25+ years - \$65.00 per month (based on 8 hours/day)

All employees other than full-time employees shall be entitled to a proportionate share of the longevity stipend outlined above, proportionate to the time in paid status

Print Date  
 Increase Adjustment   
 Board Approved 1/10/22  
 Date Applied 7/1/21

Health Benefits Cap provided to Full Time Employees

# Central Union Elementary School District

## Hourly Salary Schedule

**2021-22**

Classified Hourly	1	2	3	4	5	6	7
Hourly Aides (Instructional)	\$ 16.38	\$ 16.88	\$ 17.37	\$ 17.88	\$ 18.37	\$ 18.96	\$ 19.47
Migrant Clerk	\$ 17.13	\$ 17.67	\$ 18.21	\$ 18.74	\$ 19.34	\$ 19.92	\$ 20.46
Health Aide I	\$ 17.06	\$ 17.57	\$ 18.11	\$ 18.64	\$ 19.19	\$ 19.79	\$ 20.39
Cafeteria Helper	\$ 15.61	\$ 16.03	\$ 16.50	\$ 17.01	\$ 17.51	\$ 18.03	\$ 18.61
Specialty Instructional Aide	\$ 16.72	\$ 17.17	\$ 17.68	\$ 18.20	\$ 18.69	\$ 19.28	\$ 19.80

Date 7/1/21  
COLA 4.00%  
 Board Approved 1/10/22

Full-time employees (Based on 8 hours/day) shall receive monthly longevity stipend as indicated below:	
10-14 years	- \$30.00 per month (based on 8 hours/day)
15-19 years	- \$35.00 per month (based on 8 hours/day)
20-24 years	- \$45.00 per month (based on 8 hours/day)
25+ years	- \$65.00 per month (based on 8 hours/day)
All employees other than full-time employees shall be entitled to a proportionate share of the longevity stipend outlined above, proportionate to the time in paid status	

## ATTACHMENT F

### CLASSIFIED SCHOOL EMPLOYEES SUMMER ASSISTANCE PROGRAM

The purpose of this Appendix is to acknowledge that the Central Union Elementary School District (CUESD) has elected to participate in the Classified School Employee Summer Assistance Program (CSESAP) as established by California Assembly Bill 1808, Section 133 and Education Code 45500.

CUESD involvement in the CSESAP is optional. While not all classified employees will have the opportunity to participate in this program option, CUESD has elected to provide this option and will extend the offering to eligible employees. The determination to exercise this participation by CUESD was made in order to allow eligible employees an option to potentially benefit from the State offering related to the CSESAP. Should an employee elect to not participate in the CSESAP they can continue to participate in CUESD's summer deferred program.

The dollar for dollar match on amounts withheld from the LEAs participating classified school employees' monthly pay checks during the fiscal year, will be determined by the overall statewide participation in the CSESAP. It is important to note that depending upon the overall statewide participation in this program that the dollar for dollar match may yield a lower amount than the individual withholding. The amount 'promised from the State' may be lower than a 'dollar for dollar' allocation.

A classified employee must meet all of the following eligibility criteria as a condition of participation in the CSESAP:

- The employee must have been employed with CUESD for at least one year at the time the employee elects to participate (**on or before March 1<sup>st</sup> of each preceding school year**)
- The employee is employed by the CUESD for 11 months or fewer per fiscal year.
- The regular annual pay the classified employee receives directly from CUESD is less than \$62,400 annually.

The deduction will be collected from your August through salaries. This proration factor will be determined prior to the startup of the next school year at which point CUESD will notify participating employees.

The finalized paid out matched amounts will be included in an employee's W-2. State match funding will not be considered creditable compensation for STRS or PERS.

The deadline to participate will be March 1<sup>st</sup> during each fiscal year by providing and completing the official form to the CUESD Human Resources office.

Should an employee elect to participate in the CSESAP then said employee will be disenrolled from the CUESD summer deferred program.

In the event an employee resigns prior to the end of their last contracted day for that employing school year then CUESD will return all funds placed in the CSESAP payable to employee in final pay warrant minus any matching state funds.

The funds withdrawn and placed in the CSESAP as well as the state match funds will be paid out to employees on July 31<sup>st</sup> of each fiscal year.

CUCEA understands and acknowledges that CUESD's determination to participate in this program places additional administrative and financial responsibilities on CUESD, which may will be burdensome and may impact the District financially. The District accepts this burden as a way of demonstrating appreciation for the dedication and professionalism of the CUESD classified staff.