Collective Bargaining

AGREEMENT



CENTRAL UNIFIED SCHOOL DISTRICT 4605 N. POLK AVENUE FRESNO, CALIFORNIA 93722-5334 (559) 276-5220



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CENTRAL UNIFIED SCHOOL DISTRICT CHAPTER 474

EFFECTIVE JULY 1, 2016 – JUNE 30, 2019

BOARD APPROVED: 1/24/2017

Table of Contents

Preamble	3
Article 1 - Recognition	4
Article 2 – District Rights	5
Article 3 – Association Rights	7
Article 4 – Professional Dues and Payroll Deductions	9
Article 5 – Hours and Overtime	11
Article 6 – Pay and Allowance	14
Article 7 – Health and Welfare Benefits	17
Article 8 – Holidays	21
Article 9 – Vacations	22
Article 10 – Leaves	24
Article 11 – Transfers and Promotions	30
Article 12 – Grievance Procedure	31
Article 13 – Layoff and Reemployment	35
Article 14 – Safety	37
Article 15 – Concerted Activities	38
Article 16 – Severability	39
Article 17 – Reporting Child Abuse	40
Article 18 – Professional Growth	41
Article 19 – Completion of Meet and Negotiation	47
Article 20 – Effect of Agreement	48
Appendix A – Positions in the Bargaining Unit	49
Appendix B – Positions Excluded from the Unit	51
Appendix C – Range Placements	52
Appendix D – Salary Schedule	55

PREAMBLE

- A. This agreement, hereinafter referred to as the "Agreement", entered into this 1st day of July 2016, by and between the Central Unified School District, hereinafter referred to as the "District", and the California School Employees Association and its Central Unified Chapter No. 474, hereinafter referred to as "association" or "CSEA", interchangeable.
 - *Note: Board Approved 1/24/2017 and CSEA Ratified on 1/18/2017.
- B. The term "Agreement" as used herein shall mean the written collective bargaining agreement as required by state law as of the date of ratification.

Table of Contents

Page 3 of 58

ARTICLE 1 - RECOGNITION

- A. <u>Acknowledgment:</u> The District confirms its recognition of CSEA as the exclusive representative for that unit of employees recognized by the District and approved by the Public Employment Relations Board; that the bargaining unit is comprised of the positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The District agrees to notify CSEA whenever a new classification is created in the bargaining unit and shall assign the new position to a salary range subject, upon written request to negotiations with CSEA. Notwithstanding CSEA's request to negotiate the salary, the District may recruit and fill any vacancy and shall pay the employee based upon the assigned salary range pending the completion of negotiations.
- B. Exclusions: The positions excluded from the bargaining unit are listed in Appendix B, attached hereto and by reference incorporated as a part of this Agreement. Employees listed in Education Code section 45103, i.e., substitutes, short-term employees, and management, confidential, and supervisory employees are excluded from this agreement.

Table of Contents Page 4 of 58

ARTICLE 2 – DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.
- B. Included in, but not limited to, those duties and powers is the right to:
 - 1. Determine its organization;
 - 2. Direct the work of its employees;
 - 3. Determine the times and hours of operation;
 - 4. Determine the kinds and levels of service to be provided and methods and means of providing them;
 - 5. Establish district-wide educational policies, goals and objectives;
 - 6. Insure the rights and educational opportunities of students;
 - 7. Determine staffing patterns;
 - 8. Determine the number and kinds of personnel required. Prior to the district giving notice to unit members of layoff for lack of work or lack of funds, the Association shall be notified of the District's intentions:
 - 9. Maintain the efficiency of District operations;
 - 10. Build, move or modify facilities;
 - 11. Establish budget procedures and budgetary allocation;
 - 12. Determine the methods of raising revenue;
 - 13. Take action on any matter in the event of an emergency;
 - 14. The right is retained to:
 - (a) Hire
 - (b) Classify
 - (c) Assign or reassign
 - (d) Evaluate
 - (e) Promote
 - (f) Terminate
 - (g) Discipline
- C. 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 law and all specified and express terms of this Agreement.
- D. The District retains its right to modify or temporarily rescind specific policies and practices which are related to the emergency and contained within this Agreement. Emergency is defined as anything which has or is threatening the well-being of the District, its employees, students or immediate community where there is serious impact upon the District. Any modification or suspension shall be reinstated upon the termination of the emergency. The District shall notify the Association if the emergency clause is to be utilized.
- E. Probationary Period:

All new Classified employees have a 12-month probationary period. The first year of employment is at-will and the probationary employee can be terminated at the discretion of the district without cause. Upon completion of this one-year probationary period, beginning from the hire date, they are then considered a permanent employee. Probationary employees who are promoted to a new position will begin a new one-year probationary period. Permanent employee (employees who have passed their one-year probationary period) who are promoted to new position will begin a 6-month probationary period.

Table of Contents Page 5 of 58

Evaluations:

All Classified employees will be evaluated at 6 and 10 months during their first year of employment. Thereafter, will be evaluated at least once a year on or near their anniversary hire date with the exception of all June anniversary evaluations will be done in May and all July anniversary evaluations will be done in August. Evaluations not completed within 30 days of the anniversary date of the employee will be deemed to have not taken place for that year. The evaluation shall be in writing on forms authorized by the District. Bargaining unit members shall not be evaluated by another classified employee who is not a manager or administrator [i.e. "supervisory employee" as defined in Government Code 3540.1 (m).] An employee who is not a manager or administrator may nevertheless give input into the evaluation of a classified employee. Evaluations may be conducted without advanced notice to the employee. In the case of negative comments, and when appropriate, the employee shall be given reasonable opportunity to correct the situation. The employee's success or failure at correcting the situation shall be noted during subsequent evaluations. Any employee who is promoted to a new position will be evaluated at 6 and 10 months during the first year in the new position. The new probationary period begins on the date the new position is started.

Board Policy 4215 / 4216

Ed Code. 45113

F. Secondary Insurance

The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business subject to Insurance Code 533.

*533. An insurer is not liable for a loss caused by the willful act of the insured; but he is not exonerated by the negligence of the insured, or of the insured's agents or others.

Table of Contents Page 6 of 58

ARTICLE 3 – ASSOCIATION RIGHTS

- A. <u>CSEA Rights:</u> CSEA representatives shall have the right of access during non-duty hours with approval of the site administrator or the Personnel Office to areas in which employees work for the purpose of representing bargaining unit members.
- B. CSEA shall have the right to use without charge designated bulletin boards, mailboxes and the school mail system for posting or transmission of information or notices concerning CSEA matters subject to the following conditions:
 - 1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with designated authorization of CSEA.
 - 2. A copy of such postings or distributions must be delivered to the Superintendent and the site administrator twenty-four (24) hours prior to posting or distribution.
 - 3. CSEA will not post or distribute information which is in the District's opinion derogatory or defamatory of the District or its personnel or material encouraging illegal activities. Such material shall be subject to immediate removal by the District and suspension of the right to post or to distribute materials for a period of at least one (1) full semester.
- C. CSEA shall have the right to reasonable use of the District's equipment, facilities and buildings for the purpose of conducting the lawful business of the Chapter subject to the following conditions:
 - 1. An authorized CSEA representative obtains five (5) full days advance permission from the Superintendent or his designee regarding the specific time, place and type and purpose of activities to be conducted.
 - 2. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school program and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a CSEA representative.
 - 3. CSEA pays a reasonable fee for the actual expenses related to the use of its equipment and facilities including utilities, security, clean-up and any unusual wear or damages.
- D. CSEA shall have the right to review employees' unrestricted personnel files dealing with employees when accompanied by the employee or on presentation of written authorization signed by the employee, provided advance arrangement and approval is obtained from the Personnel Office. Photocopies of documents shall be provided upon request, at the actual cost of reproduction.
- E. CSEA shall have a reasonable number of representatives with reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances. Unused time shall not be carried forward from year to year. At least forty-eight (48) hours prior to release from duties for a purpose enumerated in this section, the designated representative shall inform the immediate supervisor and the Personnel Office in order that an adequate substitute may be obtained in advance. The record of expended release time by CSEA pursuant to this section shall be maintained by the District Office.
- F. <u>Job Stewards:</u> CSEA shall give the District written notice specifying the names and work location of unit members it has designated as job stewards.

Table of Contents Page 7 of 58

- G. The district agrees to provide an Association paid leave of absence not to exceed five (5) days per year for the purpose of attending the CSEA annual conference. The number of employees who attend is based upon the criteria set by CSEA.
- H. To the extent that the funds are available as determined by the district, bargaining unit members shall be allowed to attend conferences at the District expense.
- I. Eight hour shift-differential employees will receive one-hour release time for association meeting attendance. Such attendance will be verified by sign-in at the meeting. Release time will be limited to one-hour per month.
- J. The district will discontinue the practice of providing each employee copies of the labor agreement. The district will maintain the contract in its entirety on the database available via the web page.

Table of Contents

Page 8 of 58

ARTICLE 4 – PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and authorize the District to deduct the annual dues and general assessments of the Association as specified by the Association. Such authorization shall continue in effect from year to year, unless revoked in writing, in which instance the employee would be governed by Paragraph B of this Article. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete the payments by the end of the school year.
- B. Any employee employed after February 21, 1991 who is not a member of the Association, or who does not make application for membership within sixty (60) days from the date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit whichever comes last, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this article. In the event an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Paragraph A of this article, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Sec. 45061 and in the same manner as set forth in Paragraph A of this article. There shall be no charge to the Association for such mandatory agency fee deductions.
- C. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Sec. 501(c) (3) of Title 26 of the Internal Revenue Code:
 - 1. American Lung Association
 - 2. American Cancer Society
 - 3. Boy Scouts
 - 4. Girl Scouts
 - 5. YMCA/YWCA
 - 6. United Way
 - 7. American Red Cross
 - 8. Heart Association
 - 9. Cystic Fibrosis Foundation
 - 10. Easter Seal Society
 - 11. March of Dimes/Birth Defects Foundation
 - 12. Arthritis Foundation
 - 13. Multiple Sclerosis Society
 - 14. Muscular Dystrophy Association
 - 15. Other charitable organizations
- D. Proof of payment and a written statement of obligation along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph C above, shall be made upon written demand on an annual basis to the Association and the District as a condition of continued exemption from the provisions of Paragraphs A and

Table of Contents

Page 9 of 58

B above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made.

- E. With respect to all sums deducted by the District pursuant to Paragraphs A and B above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association together with an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- F. The Association shall indemnify and hold harmless the District and its Board members, officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorneys' fees, liability and proceedings, of any nature, arising out of or related in any way to the provisions of this article.
- G. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.
- H. The District is not obligated to put into effect any new, changed or discontinued deductions until the pay period commencing forty-five (45) days after such submission.
- I. The District shall not be held accountable if the County or any of its agents make clerical errors or does not meet established deadlines for warrants issued by the District. Upon notification by any employee, the District will immediately take steps to rectify the error.
- J. Upon appropriate written authorization from an employee, the District will deduct from his/her salary and make appropriate remittance for such programs as credit union, approved annuities, insurance, etc.

Table of Contents Page 10 of 58

ARTICLE 5 – HOURS AND OVERTIME

- A. Workweek: The regular workweek of a full-time employee shall consist of five (5) consecutive days eight (8) hours per day, a maximum of forty (40) hours per week over a seven (7) day period. When the district has a project which cannot be completed during a Monday through Friday work schedule due to: (1) a health and safety issue; (2) unwarranted disruption of the educational process; or (3) the nature of the project; the District may assign a temporary work schedule to employees in the affected classification which is other than Monday through Friday to accomplish the project.
- B. Nothing in this Agreement shall be deemed to bar or restrict the District from establishing a workweek of less than forty (40) hours for all or any of its classified positions.
- C. Notwithstanding Paragraph "A" above, each employee shall be assigned a fixed regular and ascertainable work schedule at the time of initial employment. Certain positions may have a flexible work schedule due to the nature of the work required (i.e. Accompanist). The work schedule shall be established by the district in its sole discretion and may be changed by the district in order to address its operational and/or program needs. To accommodate the need of the district, the employee's supervisor may adjust the workday, start or stop time of an employee by a maximum of one (1) hour. By mutual agreement between the employee and the supervisor, an employee's workday may be adjusted by more than one (1) hour. The employee shall be paid at the regular rate of pay.
- D. <u>Workday:</u> The length of the workday shall be at the discretion of and designated by the District for each employee at the time of employment. Nothing in this Agreement shall be deemed to bar or restrict the District from establishing a workday of less than eight (8) hours for all or any of the classified positions.
- E. <u>Extensions</u>: Nothing in this Article shall restrict the District from extending the regular workweek or workday when such is deemed necessary by the District to carry on its business.
- F. <u>Lunch Period</u>: Employees who work (5) or more hours per day shall be entitled to an unpaid duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour. Such lunch periods must be approved by the immediate supervisor. The length of the lunch period written in this article may be changed from time to time.
- G. <u>Rest Period</u>: All employees will be granted a rest period for every four (4) hours, normally during the mid period of each four (4) hours. However, the specific assignment shall be as required by the supervisor. Rest period(s) are part of the regular workday and shall be compensated at the regular rate of pay. The employee(s) on an eight (8) hour shift may by mutual agreement combine rest periods and take a single thirty (30) minute rest period.

H. Overtime:

- 1. Overtime is defined as any time worked in excess of eight (8) hours per day in a five (5) day workweek or ten (10) hours per day in a four (4) day workweek, or forty (40) hours in either workweek. The overtime rate of compensation shall be time and one-half (1½) the regular rate of pay for the employee designated and authorized to perform the overtime work. Overtime work shall be authorized and assigned to any employee by his/her immediate supervisor prior to its performance.
- 2. Employees having an average workday of four (4) hours or more during a workweek shall be compensated at the overtime rate beginning with the sixth (6) consecutive day of duty in the workweek. Employees whose average workday is less than four (4) hours shall be compensated at the overtime rate for any work required to be performed on the seventh (7) consecutive day of the workweek.

Table of Contents Page 11 of 58

3. All overtime shall be offered on a rotational basis within each classification by site and by seniority in the absence of any other mutually agreeable department protocol (i.e. food services and transportation). In general, overtime assignments shall be voluntary. However, in the event that there are no volunteers, the District may assign an employee to meet its operational needs; such overtime service shall be on the basis of least senior date of hire. The District may also offer available overtime on a district wide basis if there are no site volunteers. The involuntary overtime service shall be rotated within the classification.

I. Compensatory Time Off:

- 1. Compensatory time off at the overtime rate of time and one-half (1 ½) for each hour of overtime worked may be taken in lieu of payment for overtime by mutual agreement between the employee and the supervisor in writing.
- 2. Compensatory time off in lieu of overtime payment shall be taken within twelve (12) months of the date upon which it was earned.
- 3. If compensatory time has not been authorized to be taken within twelve (12) months of the date on which it was earned, the employee shall be paid for such time at the appropriate overtime rate based on the employee's rate of pay at the time it was earned. If an employee is terminated, compensatory time shall be paid.

J. Overtime and Extra Time:

- 1. Qualified bus drivers shall be offered field trip assignment on a rotational basis.
- 2. Every effort will be made to utilize bargaining unit members for all extra routes or partial routes on a rotational basis, starting with the most senior driver first before assignments are offered to substitute drivers.
- 3. Those employees desiring over or extra time above their usual hours may indicate their interest by signing up for such time. Those employees showing such interest shall be selected on a rotational basis if qualified in their supervisor's opinion. If in the opinion of the supervisor, no qualified employees have indicated an interest for the additional work, the supervisor may make such assignments. Employees required to work over or extra time shall be compensated at their appropriate rate of pay.

3.

K. Call Back:

- 1. Any unit member called in to work on a day when the member is not scheduled to work, or is called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement, irrespective of the actual time less than that required to be worked.
- 2. In general, call back time shall be voluntary unless it becomes necessary to involuntarily assign an employee to meet emergency operational needs as defined by the district.
- L. In emergency situations, employees may not refuse to accept overtime or call back time when requested by the District.

In the absence of an emergency and if there is no volunteer for overtime work, the least senior employee in the affected job classification will be assigned the work.

M. Differential Pay:

Table of Contents Page 12 of 58

Any employee in the bargaining unit who works six hours or more and whose regular assigned shift commences between 1:00 p.m. to 5:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked. Employees who are temporarily re-assigned for twenty (20) working days or less shall continue to receive their normal shift differential pay during the period of reassignment.

Table of Contents Page 13 of 58

ARTICLE 6 – PAY AND ALLOWANCE

- A. Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rate established for each class as provided in Appendix "D", which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any shift differential required to be paid under this Agreement. The wage scale shall show wages computed on a monthly and hourly rate. Once each year employees shall be informed of their accrued sick leave and vacation.
- B. Certain employees, including but not limited to those in the classification of instructional aide, food service worker and bus driver, shall be compensated at their hourly rate times the number of hours worked plus paid vacation days and holidays to which they are entitled.
- C. After a minimum of one (1) year of satisfactory service, each employee shall be given an anniversary step increase to be made on July 1, until the employee reaches the last step on the salary schedule. To receive credit for a year of service the employee must have rendered service for at least fifty percent (50%) of the days of his work year as of July 1. An employee who has received a promotion or who has been reclassified must have rendered service for at fifty percent (50%) of the days of his work year as of July 1 in the higher classification to receive an anniversary step increase on July 1.
- D. <u>Payroll Errors</u>: The District shall attempt to correct any payroll errors resulting in an incorrect payment to an employee not later than five (5) working days after written notice is given of the error.
- E. <u>Anniversary Increments:</u> All classified employees who have been with the District for a total of ten (10) consecutive years or more shall receive an anniversary increment as follows:
 - 1. Those employees who have been with the District for a period of ten (10) consecutive years shall receive eight hundred dollars (\$\$800.00) per year beginning with the eleventh (11th) year through their fifteenth (15th) year.
 - 2. Employees with a total of fifteen (15) consecutive years of service shall receive twelve hundred dollars (\$1200.00) per year beginning with their sixteen (16th) year through their twentieth (20th) year.
 - 3. Employees with a total of twenty (20) consecutive years of service shall receive sixteen hundred dollars (\$1600.00) per year beginning with their twenty-first (21st) year through their twenty-fifth (25th) year.
 - 4. Employees with a total of twenty-five (25) consecutive years of service shall receive two thousand dollars (\$2,000.00) per year beginning with their twenty-sixth (26th) year and continuing each year until termination.
 - Those employees working less than eight (8) hours per day, forty (40) hours per week, twelve (12) months per year shall receive anniversary increments on a prorated basis.
- F. Per Diem Reimbursement: Upon prior approval from the Director of Fiscal Services, or his designee, the District will reimburse employees who are required to travel more than forty (40) miles one-way outside of the District for the actual cost of lodging. Meals will be reimbursed on a per-diem basis not to exceed the amounts indicated in the schedule below: Under unusual circumstances, the District may increase the schedule amounts in advance of the trip. All expense claims, other than meals, shall be filed on the appropriate District form and must be verified by receipts except bridge tolls, and authorized expenditures of three dollars (\$3.00) or less.

Table of Contents Page 14 of 58

For travel on school business, the District with prior authorization will pay the actual costs incurred while on travel status according to submitted receipts except for meals. Receipts will not be necessary for meal reimbursement as meals will be paid on a per-diem basis according to the following schedule:

You will be reimbursed based upon the time travel begins and ends.

Breakfast \$9.00 (if travel begins before 7:00 a.m.)

Lunch \$12.00 (if travel begins before 11:00 a.m.)

Dinner \$22.00 (if travel begins before 7:00 p.m.)

A maximum rate of \$43.00.

Your total meal per-diem will be based upon the time travel begins and ends.

If the cost of the meal is fully covered by the conference fee, no additional reimbursement may be claimed.

Breakfast listed as "continental" are not considered a meal.

The limitation of more than 40 miles one way outside of the District shall not apply to bus drivers who have prior approval from the Transportation Manager or his/her designee.

Upon prior approval by the appropriate District Administrator the District will reimburse any employee away from the District on District business during mealtime for such meals at the following rates: breakfast nine dollars (\$9.00), lunch twelve dollars (\$12.00), dinner twenty-two dollars (\$22.00). The same schedule will apply as above based upon time travel begins and ends.

- G. <u>Mileage Reimbursement:</u> Employees may be required to use their vehicle in the performance of their duties. Employees who are assigned to more than one (1) school per day shall have access to a district vehicle or be reimbursed for mileage between work sites at the option of the District at the rate set by the Internal Revenue Service.
- H. <u>Physical Examination</u>: When a physical examination, including a chest x-ray, is required by the District, or is required by law, the District shall either provide the examination or reimburse the employee for the cost. Such reimbursement shall cover only that portion of the physical examination that is required by law or the District. The invoice for the examination shall be submitted with the reimbursement claim to the District prior to any reimbursement. Employees required to undergo physical examination shall be given reasonable release time for the examination.
- I. <u>Bus Driver Training</u>: A bus driver who is required by law to take additional training in order to renew his/her school bus driver's license will receive his regular rate of pay provided that the training is within the employee's workday. If the District requires the training outside the regular workday, the employee shall be paid at the appropriate rate of pay. A record of class attendance must be submitted to the District.
- J. <u>Standby Time for Bus Driver:</u> Standby time shall be paid at the regular rate of pay on day trips. On overnight trips, if the employee is requested to perform other duties after the actual driving time such as running errands, chaperoning students or acting as a security guard, such time shall be work time.

K. Out of Classification Work

Table of Contents Page 15 of 58

If an employee is required to work in a higher classification, the employee shall be compensated for the work in the higher classification at the step, which will provide at least a five percent (5%) increase in pay. Out of classification pay shall begin from the first day of assignment.

L. Social Security Alternative

The District shall provide PARS (Public Agency Retirement System) Tax Sheltered Annuity Program in lieu of Social Security for part-time employees working less than four hours per day. To be funded equally by the district and the employee for a total cost of 7.5%. District to pay 3.75% and the employee to pay 3.75%.

M. Uniforms

The district at its sole discretion may require bargaining unit employees to wear a district-approved uniform. The district will pay the initial first time set-up fee per employee and the on-going maintenance service fee. Any lost or damaged uniforms other than job-relating damages will be at the employee's expense. In the initial implementation of this article the district will allow one employee from each classification which may be required to wear a district approved uniform to participate in an ad hoc uniform selection committee.

N. Bilingual Stipend

Any position requiring bilingual skills (other than Primary Language tutor) shall receive a 2.5% stipend which is to be added to their base rate of pay effective for the 1998-99 school year. Employees receiving bilingual stipends must be recertified periodically (no more than annually) which includes technical language pertaining to Special Education and Child Welfare and Attendance proceedings. Except, employees who are receiving this stipend at the time of this agreement shall be exempt from annual recertification, but shall otherwise be required to participate in district provided staff development. Employees receiving Bilingual Stipends will receive training in Special Education and Child Welfare and Attendance policies and procedures. Employees receiving bilingual stipends may at times be asked to perform district duties not related to or outside of their job position. Employees receiving bilingual stipends shall perform such duties as required on a rotational basis. While performing the above duties, the district shall defend and indemnify the employee who is acting within the course and scope of their assigned employment.

O. Extra Duty Stipend

Extra duty assignments which are refused by certificated employees, the duties of which are performed by a classified employee, will be paid at the same stipend rate as a certificated employee commencing with the 1998-99 school year.

P. License(s) / Certification

When a License or Certification other than as a condition of initial employment is required by the district or newly enacted state law the district shall reimburse the employee for the cost. Such reimbursement shall only cover that portion of the cost that is required by state law or the district.

Table of Contents Page 16 of 58

ARTICLE 7 – HEALTH AND WELFARE BENEFITS

- A. The District shall provide medical, dental, and vision insurance to all unit members which is equal to that provided to all District employees upon terms mutually agreeable to the District and the Association.
- B. Beginning in the 2016-2017 school year, the parties agree that the total cost of Health and Welfare Benefits is \$16, 064.21. Beginning January 1, 2017 the District's contribution shall be \$13,654.58 (85% of the total cost) and the member's contribution shall be \$2,409.63 (15% of total cost). Subsequent increases to the total cost of the plan shall be split 60/40 with the District incurring 60% of the increase and the members incurring 40% of the increase.
- C. A health benefits committee shall be formed to provide continuous review and monitoring of all health and welfare benefits, plan costs and reserve levels. Decisions made by the Health Benefits Committee shall be binding on all parties. Changes to benefit program areas (Medical, dental, vision, prescription drug and life insurance) may be made by the District and the Association at any time upon mutual agreement.

D. Health Benefits Committee

- 1. A Health Benefits Committee shall be formed to represent the interests of the District and all District employees and to provide for (1) discussion and decisions for the level and type of benefits to be provided; (2) educating employees about health benefit programs; (3) developing and recommending cost control mechanisms to all employees and the Board of Trustees; and (4) expressing new ideas and concerns about employee health benefits.
- 2. Meeting will be held each month during the second half of the month. Special meetings can be called by the chairperson at his or her discretion.
- 3. The Health Benefits Committee shall consist of two members selected by the certificated unit, two members selected by the classified unit and two members appointed by the Superintendent. Alternates may be designated as needed.
- 4. The Health Benefits Committee shall have the power to change the level and type of benefits provided; however, the committee shall not have the power to change the provision of this article. A quorum (one representative from each employee group; one management/supervisory/confidential employee; one certificated bargaining unit member; and one classified bargaining unit member) must be present to take action. All committee decisions shall be made by consensus with one vote from the representative of each unit; one (1) vote for management/supervisory/confidential; one (1) vote for certificated bargaining unit; one (1) vote for classified bargaining unit. A unanimous 3-0 vote shall be required for action. Prior to changing the level or type of benefits to be provided, committee members shall discuss the proposed changes with their respective groups. All actions agreed upon by the Health Benefits Committee shall be implemented without further negotiations.
- 5. If a member is unable to attend, he or she should notify the chairperson as soon as possible.
- 6. The chairperson shall be elected by the members of the committee for a two-year term. The chairperson shall prepare an agenda, distribute the agenda to all sites and departments seven (7) working days prior to the meeting, and facilitate all meetings.

Table of Contents Page 17 of 58

- 7. A secretary will be provided by the district to record the minutes and assist with the preparation and distribution of the agenda.
- 8. Representation can be changed at any time; however, a two-year commitment is encouraged. No restriction will be placed on the number of years a member can serve. It is recommended that following at least a year as an alternate, the alternate become the next regular member for each employee group.
- E. The Health Benefits Committee shall meet to review benefit plan expenses incurred during the current fiscal year; the projected plan costs for the upcoming fiscal year and projected plan reserves. If deemed necessary by the Health Benefits Committee, benefit plan reductions shall be implemented to avoid further/additional proposed employee payroll deductions.
- F. The District and the Association agree that the health and welfare benefit plan needs to maintain a reserve account at least equal to the sum required to pay two (2) months of projected employee benefit plan expenses.
- G. If during the Health Benefit Committee meeting specified in Paragraph E, the Health Benefits Committee does not act or notwithstanding its actions, the District projects that its contribution will be insufficient to pay all projected employee benefit plan expenses for the upcoming fiscal year and/or maintain the two month reserve, the District may elect to commence monthly employee payroll deductions. If the District so elects, employee payroll deductions will then automatically commence with each employee's first salary warrant issued during the subsequent fiscal year. If an employee has received a salary warrant(s) prior to the implementation of the payroll deduction process, the amount not deducted from prior warrants shall be deducted prospectively and amortized over the balance of the remaining months during that fiscal school year.
- H. If determined by the District to be necessary and appropriate to fund the projected increase in premium cost and/or to maintain a reserve at least equal to two (2) months of all employee benefit plan expenses by June 30, of the current fiscal year, the amount of the payroll deduction shall commence the first month of the new school year
- I. For the subsequent school year, the same process set forth in Paragraphs E to H inclusive, shall be used. The same deduction ratio (60% District 40% Employee), if necessary, shall also be used in the subsequent school year.
- J. Health and welfare benefits shall be the same for all bargaining unit members.
- K. Notwithstanding any other provision of this article, an employee may elect not to participate in the district's health and welfare program.
- L. Employees who are in unpaid status may participate in the District health and welfare benefits by paying to the District the full premium cost in advance of the month of coverage provided such participation is permitted with plan requirements and is permitted by the carriers.

The exception to the above is outlined in the Family Medical Leave provision as follows:

Family Medical Leave

An eligible employee shall be entitled to up to 12 work weeks of unpaid leave within a 12-month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

Table of Contents Page 18 of 58

- 1. An employee is eligible if he/she has been employed by the District for at least 12 months and has provided service at least 1,250 hours over the previous 12 months (normally this means a full-time work year, i.e., 182 days X 7 hours = 1,274 hours). An employee who meets this criteria is not eligible, however, if there are less than 50 employees within a 75-mile radius of his/her worksite.
- 2. Family medical leave shall be available for the following purposes:
 - a. birth of the employee's child;
 - b. placement of a child with the employee for adoption or foster care;
 - c. care for the employee's child, spouse or parent with a serious health condition;
 - d. the employee's own serious health condition that keeps the employee from performing his/her job.
- 3. Family medical leave shall run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.
- 4. An employee may substitute accrued vacation or other paid leave in place of his or her family medical leave entitlement. The District may require the employee to substitute accrued vacation or other paid leave, including sick leave where applicable, for the unpaid family medical leave entitlement.
- 5. An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. Additional opinions, or examinations by District-appointed physicians, may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide recertification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.
- 6. Where advance notice is possible, an employee must provide 30 days' advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- 7. An employee taking family medical leave will continue to participate in the District-provided health plan under the same terms and conditions, including any necessary co-payments, which applied prior to the first day of the employee's leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. An employee on leave shall be responsible for ensuring ongoing coverage. The District shall not be liable to the employee or to any third party for any lapse in coverage stemming from the employee's failure to timely pay all required premiums.
- 8. An employee may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the employee's immediate supervisor.
- 9. An employee on family leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment and may be required to undergo an examination by a District-appointed physician.
- M. An employee who terminates employment during a school year may continue insurance coverage as provided by COBRA by paying the full cost of premiums in advance of the month of coverage provided such participation is permitted by the carriers.

Table of Contents Page 19 of 58

- N. All employees in the bargaining unit who work a minimum of four (4) hours per day and less than six (6) hours per day shall be entitled to the District's contribution for insurance on a pro-rata basis. Employees who work less than four (4) hours per day shall not be entitled to a district contribution toward their health and welfare benefits; however, such employees may purchase benefits by paying the full cost of premiums in advance of the month of coverage provided such participation is permitted by the carriers.
- O. The district shall make payroll deductions for bargaining unit members for state disability insurance (SDI) coverage. SDI coverage shall be at no cost to the District. SDI shall be coordinated with other leave benefits.

P. Retiree Health Insurance

Upon mutual agreement between the District and a qualified employee, health insurance benefits will be available under the following conditions:

1. The employee must have reached the indicated age below on or before his/her effective retirement date.

June 30 58

2. The employee must have been employed by the Central Unified School District for the amount of years below on or before his/her effective retirement date.

June 30 20 years

3. The request to participate in the health insurance plan must be made in writing and submitted to the District by February 1st of the year in which the employee retires on or before June 30th.

Participants in the Retiree Health Insurance Program shall be eligible for continued District-paid insurance as set forth below.

- 1. It shall be the responsibility of the retiree to file an application for continued insurance coverage at the end of each calendar year following retirement. If the current employee benefit plan requires payment in any part by the employee, the retired employee shall be responsible for the same amount of cost as active classified employee of the District. The application for maintenance of retiree insurance coverage will be made on a District provided form no later than December 31 of each year.
- 2. The district contribution shall remain in effect from the date of retirement until any of the following occurrences cause termination of the plan:
 - a. The retiree fails to pay any applicable costs as per paragraph 1 above.
 - b. The retiree fails to notify the District of his/her continued participation as per paragraph 1 above.
 - c. The retiree dies.
 - d. The retiree reaches age 65 or whenever he/she thereafter becomes eligible for government sponsored medical insurance, whichever occurs first.

Table of Contents Page 20 of 58

ARTICLE 8 – HOLIDAYS

A. Holidays shall be as follows:

July Independence Day

September Labor Day November Veteran's Day November Thanksgiving Day

November Day After Thanksgiving Day

(in lieu of September 9,

Admission Day

December Day before Christmas Day

December Christmas Day January New Year's Day

January Martin Luther King Day

February Lincoln Day
February Washington Day
March/April Spring Day
May Memorial Day

- B. Additional Holidays: Each day declared by the President or Governor of this State, as a public fast, mourning, thanksgiving, or holiday which is a paid day off for state or federal employees or any day declared as a holiday by the Governing Board, under applicable laws, shall be a paid holiday for eligible employees, unless schools are in session. If schools are in session the day would be designated as a holiday earned and taken on another day as determined by the district.
- C. Only those employees who are in paid status during the workday immediately preceding or succeeding the holiday shall be entitled to the holidays specified herein.
- D. When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.
- E. When an employee is required to work on any of the holidays listed above, he/she shall be paid in salary or compensatory time off for such work in addition to the regular pay received for the holiday at the rate of time and one-half (1 ½) of his regular rate of pay.
- F. Notwithstanding other sections of this article, regular classified employees of the District who are not normally assigned to duty during the Christmas recess period which includes December 24, December 25 and January 1 shall be paid for these three (3) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Table of Contents Page 21 of 58

ARTICLE 9 – VACATIONS

- A. Vacation may, with the approval of the employee's supervisor, be taken at any time during the school year. In general however, vacation requests in excess of ten consecutive work days will not be approved. Exceptions may be made upon written request to the employee's supervisor. If an employee's request is denied, s/he may request a meeting with the supervisor first, then the superintendent's designee(s). If, for any reason, a bargaining unit member is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year or be paid for in cash. The employee may make a request for either a cash pay-off or a carry-over of the vacation. The District shall give consideration to that request.
- B. Vacation request for more than three (3) days shall be submitted five (5) days in advance.
- C. Earned vacation shall not become a vested right until completion of six (6) months of service.
- D. The District may after consultation with the employee require the employee to use all or part of their annual vacation leave each year.
- E. When an employee is terminated, he/she shall be entitled to payment for all earned and accumulated vacation provided the employee has completed the probationary period. Vacation is an employee benefit for the recreation and relaxation of the employee. It is not intended to accrue from year to year for extended vacations. Any employee in the bargaining unit who earns accrued vacation and who has been employed for more than one year may have up to 34 days of vacation balance at any one time. Exceptions may be made if the employee is not permitted to take all or any part of his/her annual vacation; or if the employee provides a written plan to the employee's Department Head, who will then forward the plan to the Assistant Superintendent of Human Resources for final approval, for the use of carryover days which would result in a vacation balance in excess of 34 total accrued vacation days. Employees who do not take the vacation over cap will be paid at the end of the fiscal year.
- F. An employee may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies satisfactory notice and supporting information regarding the basis for such interruption or termination.
- G. If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his/her service, the employer shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation.
- H. If there is any conflict between employees who are working in the same or similar operations as to when vacation shall be taken, when all other things are equal, the employee with the greatest seniority will be given preference. The District will attempt to accommodate the employees so far as possible within the District's work requirement.
- I. Vacation shall be earned on the following basis:

Duration of	12-Month	11-Month	10-Month
Employment	Employee	Employee	<u>Employee</u>
1 - 4 yrs	10	9	8
5 - 6 yrs	11	10	9
7 - 8 yrs	12	11	10

Table of Contents Page 22 of 58

9 - 10 yrs	13	12	11
11 - 12 yrs	14	13	12
13 - 14 yrs	15	14	13
15 - 16 yrs	16	15	14
17 - 18 yrs	17	16	15
19 - 20 yrs	19	17	16
21+ years	20	18	17

Any employee at present, earning more days than the above schedule, shall retain his/her days.

J. Vacation time shall be taken in increments of not less than one (1) hour.

Payout of Employee Accumulated Vacation Leave

Employees who cash out their vacation leave annually can elect one of the following two options.

Option 1 – Employee can cash out their vacation leave and be paid by check or electronic transfer to their bank account with the understanding that this amount is subject to state and federal income tax.

Option 2 – Employee can cash out their vacation leave and have the compensated payment deposited into their Central Unified School District 403B Plan. The 403b Plan is a Tax Sheltered Annuity Plan which allows the employee participants to defer Pre-Tax dollars to invest for future retirement needs. Any amount in excess of the 403b Maximum Allowable Contribution will be paid to the employee and subject to state and federal income tax.

The 403b Maximum Allowable Contribution (MAC) limits for tax year 2013 are as follows:

- 100 % of compensation not to exceed \$17,500.00
- 100% of compensation not to exceed \$23,000.00 for employees who will be at least 50 years of age as of December 31, 2013

If Option 2 is chosen two Salary Reduction Agreements will need to be completed – one to start/increase (in the case of an existing 403b contribution), and one to terminate/lower for the following month.

Central Unified's approved 403b vendor list and Salary Reduction Agreement can be obtained at WWW.403bcompare.com.

Table of Contents Page 23 of 58

ARTICLE 10 - LEAVES

A. Illness Leaves

- 1. Each full-time classified employee shall be entitled to twelve (12) days of illness leave per year if employed for twelve (12) months. Part-time employees and full-time employees working less than twelve (12) months shall receive a prorated number of days. Such days of leave of absence shall be credited to the employee on the first day of duty in any school year. Unused days of sick leave shall be accumulated with no limitations.
- 2. Credit for sick leave need not be accrued prior to taking such leave by the employee and such leave of absence 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, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service for the District.
- 3. An employee must contact his/her supervisor no later than one (1) full hour prior to the employee's workday. Failure to give timely notice without reasonable cause may justify a loss of that day's pay. An employee shall notify the District of his/her return to service at least twenty-four (24) hours in advance. If failure to give such notice results in the employment of a substitute, the cost of such substitute shall be deducted from the employee's regular pay.
- 4. A unit member who is absent shall have deducted for the accumulated leave, the corresponding time based on hourly segments unless prior agreement has been made with his/her supervisor that the time can be made up.
- 5. <u>Verification:</u> It is the responsibility of the employee to provide proof of illness or injury upon request. Employees who are absent on sick leave shall be considered as absent without pay unless satisfactory proof of illness or injury is filed with the District stating that the employee could not or should not perform his normal duties. Such proof may be a physician's verification of illness when the District has reason to believe that there is an abuse of sick leave. If an employee absence results in the employee exhausting his/her sick leave allotment prior to returning to work, the employee must provide a doctor's note to Human Resources within (3) three work days of his/her return to work in order to receive extended sick leave benefits.

B. Extended Illness Leave

1. Regular classified employees shall, once a year be credited with a total of one hundred (100) working days of extended illness leave, including days to which he is entitled under Education Code Section 45191 (fully paid leave). Such days of paid sick leave in addition to those required by Section 45191 (fully paid leave) shall be compensated at 50% of the employee's regular salary. The paid sick leave under this paragraph shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. The 100 day period shall commence on the first day of absence.

C. <u>Industrial Accident and Illness Leave</u>

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment with the District shall be entitled to a leave of absence according to the following provisions:

Table of Contents Page 24 of 58

- a. An employee shall be entitled to a maximum of sixty (60) working days in any one (1) fiscal year for the same accident or illness, provided he has been continuously employed by the District.
- b. Allowable leave shall not be accumulative from year-to-year.
- c. Industrial accident or illness leave will commence on the first day of the absence.
- d. 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.
- e. This leave will be reduced by one (1) day for each day of authorized absence regardless of compensation award made under workers' compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next 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 occurred, for the same illness or injury.
- g. The District may, by rule or regulation, provide for such additional leave of absence, paid or unpaid, as it deems appropriate, and during such leave, the employee may return to the person's position without suffering any loss of status or benefits.
- h. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- i. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the District, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- j. 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 person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the 39-month period, the person 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.
- k. If the sixty (60) days leave of absence is exhausted and the employee is not medically able to return to work, he/she shall use his/her accumulated sick leave, accumulated vacation time, and accumulated compensating time which when added to the workers' compensation temporary disability payment, shall provide for a full day's wage or salary.
- 1. Any employee receiving benefits pursuant to this Article shall, during periods of illness or injury, remain within the State of California unless the District expressly authorizes travel outside the state.
- m. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment within three (3) working days shall be dismissed.
- n. The District may require a physician's verification that the employee is released to perform all the duties of his position prior to the employee's return. The District may designate the physician.

D. Additional Leave for Non-Industrial Accident or Illness

1. A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence for two (2) additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months. An employee, upon ability to resume the duties of position within the class to which he was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break

Table of Contents Page 25 of 58

in service. He shall be restored to a position within the class to which he was assigned and, if at all possible, to his position with all the rights, benefits and burdens of a permanent employee.

- 2. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his position, he shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his position he shall be reemployed in the first vacancy in the classification of his previous assignment. Reemployment will take preference over all other applications except for those laid off for lack of work or lack of funds in which case shall be ranked according to his proper seniority. Upon resumption of his duties, the break in service will be disregarded and he shall be fully restored as a permanent employee.
- 3. This leave shall only be available to employees with five (5) or more consecutive years of service.

E. Personal Necessity Leave

- 1. A fiscal year limit of seven (7) days of accumulated sick leave may be utilized as Personal Necessity Leave for the following reasons:
 - a. Appearance as a witness in court under subpoena or as a litigant if prior notification is presented to the Personnel Office.
 - b. Accident or serious illness involving a member of the immediate family.
 - c. An accident involving an employee's personal property or that of his immediate family.
 - d. Death of a member of the employee's immediate family, when additional leave is required beyond the normal bereavement limits.
 - e. Personal necessity leave is not automatic but shall be requested in writing, and submitted to the Personnel Office upon return from such leave. Personal necessity leaves may be taken in a minimum of two (2) hour increments.
 - f. Forms for request and verification of personal necessity leave may be developed by the District.
- 2. Any employee may use two (2) days of Personal Necessity Leave for compelling reasons upon prior notification. Two (2) days of the seven (7) days of Personal Necessity Leave per school year may be granted to a unit member for personal use with no questions asked (NQA). The NQA leave must be applied for in writing three (3) days in advance except in cases of emergencies. This leave is normally limited to one employee per site per day in the same classification. However, the supervisor may grant the leave of more than one employee. This article will also be administered in compliance with Labor Code Section 23080, The Family School Partnership Act.
- 3. Personal necessity leave may be used for generally recognized religious observations.
- 4. "Immediate Family" as used in this paragraph shall be the same as defined in Paragraph H below, with the addition of sister-in-law, brother-in-law, aunt and uncle of the employee.

F. Unpaid Leaves of Absence

1. When no other leaves are available, a leave of absence may be granted to an employee at the sole discretion of the District. The employee seeking an approved personal leave of absence shall submit a request to the Assistant Superintendent of Human Resources, including the reasons and any supporting information relating thereto, and the duration of the length of the requested leave, for recommendation and presentation to the governing Board for approval or denial.

Table of Contents Page 26 of 58

- 2. An employee requesting personal leave of absence shall submit the request twelve (12) working days prior to the last Board meeting before leave is to begin.
- 3. Personal leaves of absence without compensation may be granted to a bargaining unit member for an initial period of six months and not to exceed one year. Upon the expiration of the leave of absence, an employee must return to duty within the Central Unified School District or submit his/her resignation. Exceptions will be considered by the Governing Board upon the recommendation of the Assistant Superintendent of Human Resources.
- 4. An employee shall not accept gainful employment while on personal leave of absence without prior written approval of the District. If an approval request is denied, a meeting between CSEA, the District and the employee shall be held.
- 5. Any personal leave of absence granted under these provisions shall be without compensation.
- 6. Employees on personal leave of absence shall be permitted to participate in the District insurance programs at the employee's expense for the full cost of health care.
- 7. The employee shall be reinstated to the position and classification held prior to the leave of absence.
- 8. If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions. The District agrees to abide by the Americans with Disabilities Act (ADA) in applying the provisions of this Article.
- G. <u>Judicial Leave</u>: Employees will be provided leave of absence for regularly called jury duty. The employees shall submit a written request for an approved absence no less than two (2) working days of receipt of subpoena or notification of jury duty. The employee shall endorse and turn over to the District any compensation received for such service other than mileage reimbursement. The District, upon receipt of the compensation, shall not reduce the salary of the employee.

H. Bereavement Leave:

- 1. An employee is entitled to a leave of absence not to exceed three (3) days, or five (5) days of one-way travel if more than three hundred twenty-five (325) miles is required on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from sick leave.
- 2. "Member of his/her immediate family" as used in this section means—the mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- I. <u>Military Leave</u>: Military leave shall be granted in accordance with Federal and State laws subject to the following condition: the employee shall notify the District and present to the District a copy of the orders upon the date received by the employee which stipulate the date of reporting and the date of cessation of such military leave.

J. Pregnancy Leave:

Table of Contents Page 27 of 58

- 1. Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician, however, the District may require a verification of the extent of disability through a physical examination, at the District's expense, by one (1) of three (3) physicians appointed by the District, and approved by said employee.
- 2. Employees shall request a leave without pay or other benefits for disability because of pregnancy miscarriage, childbirth, or recovery there from when sick leave has been exhausted. If granted by the Board, the date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician. The District may require a verification of the extent of disability through a physical examination, at District expense, of the employee by one (1) of three (3) physicians appointed by the District and approved by said employee.
- 3. The employee on leave for pregnancy disability shall be entitled to return to the same job family that his/her classification was in at the time the leave commenced.

K. Short Notice Absence:

- 1. This article establishes the standards for employee attendance in the district and applies to all bargaining unit members. Regular attendance is an essential function for all positions. Absences and/or tardiness shall be deemed excessive when, in the judgment of the immediate supervisor, an employee's absences/tardiness results in a loss of efficiency and becomes detrimental to the operations of the district.
- 2. Absences that qualify under federal Family Medical Leave Act, the California Family Rights Act, Pregnancy Disability Leave Act and Industrial Accident will not be considered when writing the employee's annual evaluation.
- 3. Employees are responsible for working all their scheduled work hours at the scheduled times. Employees are required to be at their assigned work station during all hours, except for scheduled breaks and lunch periods.
- 4. Employees are considered tardy when:
- a. They are <u>not</u> at their work station ready to begin work at their assigned start time the end of their scheduled break or meal period, except in extenuating circumstances as determined by an employee's immediate supervisor;
- b. They leave work early for a break, meal period, or the end of their scheduled or assigned shift, without prior authorization from their Manager/Supervisor;
 - 5. Employees are considered absent when they are not authorized to be off work and do not work their scheduled or assigned shift.
 - 6. Employees who are not able to report to work as scheduled, and who do not have prior authorization to be absent, must contact their Manager/Supervisor or his/her designee as far in advance of their unscheduled absence as possible or in compliance with Article 10, A (3) and E (1-4). The employee must place the call himself/herself unless extenuating circumstances, such as a medical emergency, prevent them from making a phone call.
 - 7. Employees who have consecutive days of unscheduled absences must contact their Manger/Supervisor each work day within the first hour of the scheduled shift they are absent unless specifically authorized by the Manager/Supervisor to use an alternate reporting method.

Table of Contents Page 28 of 58

- 8. Any employee, who fails to report to work as scheduled, or assigned, for five or more shifts without contacting their Manager/Supervisor as required, may be subject to non-disciplinary separation from service and considered an automatic resignation.
- 9. Unscheduled absences and tardies (except for FMLA/CFRA, Pregnancy Disability Leave and Industrial Accident) may be considered when writing an employee evaluation.
- 10. Management retains, and the parties incorporate herein, the Central Unified School District Policies Regulations Bylaws Series 4000, Article 4 2. A., Section 4218 Dismissal/Suspension/Disciplinary Action. All disputes arising from the application, misapplication and/or appeal of this article shall be adjudicated as per Article 12 "Grievance Procedure" of this Agreement.
- 11. The administration reserves the right to investigate any employee who appears to use leave days for reasons other than those prescribed in Governing Board Policy or Collective Bargaining Agreement. The following is a list of possible reasons for such investigation:
- 1. Sporadic uses of sick leave (3 absences per month). For purposes of this section, consecutive absences shall count as one occurrence.
- 2. High utilization of sick leave where an employee has exhausted all sick leave allotment for the year.
- 3. Frequent Monday and/or Friday absences.
- 4. Pre and/or post holiday absences.
- 5. Excessive unexcused absences or tardiness. For purposes of this subsection, "excused" absences shall be those absences documented by a physicians note
- 6. Any combination of the above.
- 12. An original doctor's verification may be requested where the employee has engaged in a pattern of unacceptable absences pursuant to subsection K.
- 13. The District may request a physician's note from any employee who has missed more than three consecutive days due to illness.
- 14. Discipline pursuant to this section shall be subject to progressive discipline (e.g. verbal warning, written warning, letter of concern/reprimand, administrative leave leading to possible suspension without pay, possible termination).
- 15. Occurrences shall be monitored on a 12 month rolling basis from the original written disciplinary action.
- 16. Subsection K.11 of this Article shall be effective until December 31, 2014. At that time, subsection K.11 will be subject to re-negotiation.

Table of Contents Page 29 of 58

ARTICLE 11 – TRANSFERS AND PROMOTIONS

- A. <u>Transfers</u>: Transfers may be originated by the Administration or may be requested by an employee. "Transfer" shall be a change in work site within the same classification or a transfer to a different job classification with the same rate of pay.
- B. <u>Posting Vacancies</u>: All vacancies shall be posted by the District for not less than five (5) working days on EdJoin. An employee may apply for transfer to that position by filing a written Request for Transfer with the Personnel Office. The District may also utilize an eligibility pool to fill multiple vacancies for entry level positions.
- C. <u>Administrative Transfer:</u> Employees are District employees and may be transferred for the best interest of the District as determined in the judgment of the District.
- D. <u>Medical Transfer:</u> An employee who is medically unable to satisfactorily perform his/her regular job duties, but who is still physically able to perform other work on medical certification may apply for any vacancy provided said employee meets the minimum job qualifications for the job opening. The alternate work may constitute promotion or lateral transfer or a demotion to a related class, but it shall be enacted only with concurrence of the employee.
- E. <u>Promotions:</u> Any vacancy considered to be a classified promotion shall be opened in accordance with Article 11, Paragraph B. Bargaining unit members who meet the job description qualifications and do not have a negative employment history shall be interviewed and shall be given first consideration. District agrees to notify CSEA of changes to job description.

If not selected, the bargaining unit member shall be given the reason(s) upon written request. Whenever the final selection is among two or more bargaining unit members and the members are equally qualified, the position will be offered to the member with the most district seniority.

All permanent employees who receive a promotion shall serve a six (6) month probationary period. During the probationary period, the employee shall be evaluated and, if found not capable of his/her assigned duties, shall be reassigned to his/her former position or a similar position with related duties, if possible.

- F. Any unit member who is being involuntarily transferred shall be given at least five (5) days notice in advance, provided that such delay does not disrupt the operation of the District. At the employee's request, a conference shall be held between the employee and the appropriate management person to discuss the reasons for the transfer. Temporary assignments limited to Thanksgiving, winter, and spring break project crews shall not be considered a transfer under this article.
- G. The District shall give first opportunity to current permanent employees who have filed a written request for a transfer, and who meet the job description qualifications and whose last performance evaluation indicates a "meets" or "exceeds" standard and who have a positive employment history as evidenced by documentation. Where more than one unit member meets all the criteria, the most senior individual shall be given the initial opportunity. Where the District has a bona fide business/educational program need for deviating from the provisions of this article, CSEA shall be given written request.

Table of Contents Page 30 of 58

ARTICLE 12 – GRIEVANCE PROCEDURE

A. Definitions:

- 1. A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this agreement, a violation of the right to fair treatment, or a violation, misapplication or misinterpretation of any law, Board policy, past practice or regulation. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations of this school district are not within the scope of this procedure.
- 2. An "aggrieved party" is the person or persons making the claim.
- 3. A "day" is any day in which the District Administration Office is open for business with the exception of those days during winter vacation and spring vacation.
- 4. The "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances, and who has direct responsibility for the aggrieved party.

B. Purpose (Informal Level):

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare and the working conditions of the unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. [Before filing a formal written grievance, the aggrieved party shall attempt to resolve it by an informal conference with his/her immediate supervisor.]

C. Procedure (Formal Level):

1. Level I:

- a. Within fifteen (15) days after the employee knew or reasonably could have known of the act or omission giving rise to the grievance, the aggrieved party shall present a grievance in writing to the immediate supervisor, as agreed upon by both parties, using the grievance form and shall include:
 - (1) The name of the aggrieved party.
 - (2) A listing of the provision(s) of the Agreement alleged to have been violated.
 - (3) A statement describing how the District alleged to have violated the Agreement, including all names, dates and places necessary for a complete understanding of the grievance, the decision rendered as a result of the informal problem solving and the remedy sought.
- b. The supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limit, the grievance shall advance to Level II.
- c. Within the above the time limits, a personal conference will be held if requested by either party.

Table of Contents Page 31 of 58

2. Level II:

a. In the event the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred, the decision may be appealed by memo to the Personnel Administrator, or his designee within ten (10) days. The statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear and concise statement of the reasons for the appeal. The Personnel Administrator, or his designee shall communicate his decision in writing to the aggrieved party within ten (10) days after receiving the appeal. Either the aggrieved party, the Personnel Administrator or his designee, may request a personal conference within the above time limits. If the Personnel Administrator or his designee does not respond within the time limits, the aggrieved party may appeal to the next level.

3. Level III:

- a. If the aggrieved party or the Association is not satisfied with the decision at Level II, within ten (10) days, the grievance may be appealed, by memo, to the Superintendent, or the Superintendent's designee.
- b. This appeal shall include copies of the following: the original grievance and appeal, the decisions rendered, and a clear and concise statement of the reasons for the appeal. The Superintendent, or the Superintendent's designee, shall provide a written disposition of the grievance, including the reason therefore to all parties of interest within ten (10) days.

4. Level IV:

- a. If the aggrieved party is not satisfied with disposition of the grievance or if no disposition has occurred within the ten (10) days at Level III, the aggrieved party may request the Association to submit the grievance to arbitration. A copy of the request for arbitration shall be sent to the District.
- b. If the Association proceeds to arbitration, it shall notify the District in writing within fifteen (15) days of receipt of the aggrieved party's request. Within ten (10) days of such notification, the parties shall endeavor to agree upon a mutually acceptable arbitrator and a commitment from said arbitrator to serve. If no arbitrator is mutually selected, they shall jointly request the State Conciliation Service to submit a list of seven (7) arbitrators. Upon receipt of such list, they shall mutually agree on an arbitrator alternately, until the remaining name shall be that of the arbitrator. The party to strike the first name shall be determined by lot.
- c. Following the selection of an arbitrator, a hearing on the grievance shall be held at a time and place mutually acceptable to the parties and the arbitrator, at which the District and the aggrieved party shall be allowed to present their respective contentions, evidence and arguments.
- d. The arbitrator shall, after determining the arbitrability of the grievance, conduct a hearing to consider evidence and arguments pertaining to the grievance(s) and submit a solution. If the parties to the grievance cannot agree on such submission, the arbitrator shall submit a final determination of the grievance in writing to both parties. Such findings shall be final and binding on both parties. Nothing shall preclude the parties from mutually agreeing to shorten or extend any time lines within this level. Such mutual exceptions shall be in writing. Costs for arbitration, including but not limited to arbitrator's fees and expenses, pre-hearing, filing fee,

Table of Contents Page 32 of 58

hearing room, transcript and post-hearing shall be borne equally by the district and the Association.

e. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from or adding to the provisions of the Collective Bargaining Agreement, or empower the arbitrator to render any decision or make any adjustment which is contrary to law.

D. Separate Grievance File:

If the District chooses to keep materials concerning an employee's grievance, all such materials shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee, the Association, and those management, supervisory, and confidential employees directly involved in the grievance procedure. The District shall maintain a grievance file access log which contains the names of all parties accessing the file and the reason(s).

E. General Provisions:

- 1. The filing or pendence of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.
- 2. If the same grievance is made by more than one (1) grievant against one (1) respondent, one (1) employee, on behalf of him/herself and other similarly involved, may process the grievance through the grievance procedure provided, however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance. Whether a grievance is processed as a group or separately will not affect the resolution of the grievance.
- 3. It will be the practice of all parties of interest to process grievances, insofar as possible, at times which do not interfere with assigned duties, and to avoid interruption of classroom activities and the involvement of students.
- 4. The Association and the employee agree not to pursue any judicial or administrative remedy against the District as to any matter subject to the procedures established in this Article until such procedures are exhausted.
- 5. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule or step, or that the employee has been improperly denied an increment, or that his/her salary has been miscalculated shall be filed directly with the Personnel Administrator.
- 6. Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with the aggrieved party's immediate supervisor, with or without the Association's intervention and/or representation, in an attempt to resolve the matter informally. However, the aggrieved party shall have the right to the presence of an Association representative at all steps, at all conferences, and during any and all discussions and/or proceeding, formal or informal, concerned with processing or adjusting the grievance.
- 7. Nothing contained herein will prevent the aggrieved party from proceeding through this Grievance Procedure without the Association's intervention. However, any proposed resolution to a grievance shall not be implemented by the District until the Association has been provided a copy, and allowed an opportunity to respond, to determine if the resolution violates the contract.

Table of Contents Page 33 of 58

- 8. The District shall not take any reprisals against any employee for exercising the rights under this Article.
- 9. Forms for filing grievances shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

F. Time Limits:

- 1. Time limits provided for at each level shall begin the day following the receipt of the grievance, grievance appeal, or written decision.
- 2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may however, be extended by written mutual agreement.
- 3. A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last response given. Such settlement shall be binding on all parties. If the District representative fails to respond to a grievance within the time limits provided at a particular level, the grievance may be appealed to the next step within the appropriate time limits.

Table of Contents

Page 34 of 58

ARTICLE 13 – LAYOFF AND REEMPLOYMENT

A. Definitions:

- 1. Employee: an employee for purposes of this Article is an employee in the regular classified service.
- 2. <u>Layoff:</u> A layoff is an involuntary reduction in hours, reduction in hours per day, week or month, or reduction in number of days worked per year, or separation from the classified service because of a lack of work or lack of funds as determined by the District.
- 3. <u>Seniority:</u> Seniority for all employees shall be date of hire while working in their present classifications, plus higher classifications, and any service in restricted positions as provided in Ed. Code Sec. 45105. Hire date shall be based upon either the last date of hire by the District or the last date of hire by the employing component predecessor district, whichever is earlier, provided the employment has been continuous. Employment as a substitute employee shall be excluded.
- 4. <u>Voluntary Demotion</u>: Voluntary demotion is an employee consent to a reduction of hours in the same classification or assignment to a lower classification in lieu of layoff.

B. Application:

- 1. The employee with the least seniority in the affected classification plus seniority accrued from serving in a higher classification shall be laid off first.
- 2. In determining order of layoff in a lateral classification (where an employee moves or has moved from one (1) classification at the same salary range) the original classification, prior to lateral movement, shall be considered a lower classification for purposes of counting seniority within the classification.
- 3. If, in order to avoid interruption of employment, an employee voluntarily consents to a reduction in hours, or demotion to a class determined by the District to be lower than that in which the employee has permanence, that action shall be considered a voluntary demotion.
- 4. An employee laid off in one (1) classification, who previously served in an equal or a lower classification, may move into that equal or lower classification if his/her seniority is greater than those employees presently serving in that classification.
- 5. An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in Paragraph 4.
- 6. If two (2) or more employees subject to layoff have equal seniority in the classification, the determination as to who shall be laid off shall be made on the basis of the greater hire date seniority, and if that be equal then the determination shall be made by lot.

C. Notice

- 1. A written notice of layoff shall be given to affected employees no later than thirty (30) calendar days prior to the effective day of the layoff.
- 2. The notice shall contain: (1) the employee's bumping rights, if any, and (2) the employee's reemployment rights.

Table of Contents Page 35 of 58

3. Employees who have been given notice of layoff shall respond in writing within five (5) workdays, after receiving such notice by Certified Mail, of their intent to exercise bumping rights to lateral or lower classifications or to a reduction in hours.

D. Reemployment Rights:

- 1. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees electing demotion in lieu of layoff shall be placed on reemployment lists for a total of sixty-three (63) months. All other employees laid off shall be placed on reemployment lists for thirty-nine (39) months from the day of layoff.
- 2. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.
- 3. Such laid off employees shall be notified by Certified/registered mail at the last known address of record, and/or, shall be notified by telephone. The laid off employee shall, if notified by mail, have five (5) workdays from date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy. Any laid off employee accepting an offer of employment shall report for work no later than ten (10) workdays from the date of acceptance.
- 4. When a laid off employee declines one (1) offer of reemployment, no additional offers need be made except than an employee may, during the period of entitlement, notify the District of availability and shall thereafter be entitled to another offer of employment for which the employee is eligible.

E. Miscellaneous:

- 1. This Article, insofar as it is fully implemented as written, shall not be subject to the grievance procedure.
- 2. Any future layoff of classified employees shall not be subject to negotiations.

Table of Contents Page 36 of 58

ARTICLE 14 – SAFETY

- A. Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety as determined by the employee's immediate supervisor.
- B. If the existence of an unsafe condition cannot be mutually agreed upon by the immediate supervisor and the employee, determination shall be made by the Superintendent or his designee after consultation with CSEA.
- C. Any assigned job requiring safety equipment or clothing, will be furnished to the employee by the District. This will be determined by mutual agreement of the immediate supervisor and the employee.
- D. Safety Shoe Allowance

The following unit members may receive a safety shoe reimbursement.

Maintenance Worker I, II, III, IV, Senior Maintenance Worker, and Journeyman Trades worker.

Mechanic I, II, Lead Mechanic

Lead/Head Custodian, Custodians assigned to the Custodial Project Crew

Ag Farm Manager, Grounds worker, High School Grounds worker, Irrigation Specialist, Cook 1, II, and III.

The reimbursement is not to exceed \$200.00 per covered employee. The reimbursement will be made as needed, but not more frequently than one pair per twelve-month period.

E. The District shall require employees to attend safety trainings, as required by law, as part of the regularly scheduled work days. The District may also require attendance at safety trainings on non-work days. Such attendance shall be compensated as time worked.

Table of Contents Page 37 of 58

ARTICLE 15 – CONCERTED ACTIVITIES

- A. It is agreed and understood that there shall be no strike, work stoppage, slow-down, unlawful picketing, or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operation of the District by CSEA, or by any of CSEA's officers, agents or members, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The CSEA recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all employees to do so.
- C. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by employees who are represented by it, CSEA agrees in good faith to make reasonable efforts to cause those employees to cease such action.
- D. Upon any violation of this Article, the District may terminate any or all of the provisions of this Agreement as to those individuals who act in violation.
- E. The District agrees that during the terms of this Agreement there will be no lock-out of employees.

Table of Contents Page 38 of 58

ARTICLE 16 – SEVERABILITY

A. Savings Clause: If any provisions of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to any applicable law, rule, regulations, or order issued by governmental or judicial authority other than the District, such provisions or application shall be suspended and be deemed invalid only to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

Table of Contents Page 39 of 58

ARTICLE 17 – REPORTING CHILD ABUSE

- A. All classified employees shall be given training on child abuse reporting. A copy of the certification to the State Department of Education of the training provided will be on file at the District Office.
- B. Child abuse reporting forms shall be made available at each site, along with the telephone number of the reporting agency. Postage for reports will be paid for by the District. An employee filing such a report must do so within thirty-six (36) hours of first suspecting any child abuse.
- C. Reporting of child abuse is to be made preferably to the Child Protective Service, or to any other such agency, without seeking administration permission.
- D. An employee may notify the site administration verbally that such a report has been filed, or can seek assistance from the site administration in filing the report; but the site administration must maintain confidentiality at all times.
- E. No disciplinary action shall be taken against any employee making such a report which the employee reasonably believed to be true.

Table of Contents Page 40 of 58

ARTICLE 18 – PROFESSIONAL GROWTH

A. A voluntary Professional Growth Program for classified employees of the CSEA Unit is established.

B. Introduction:

The professional Growth Program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well, to have an opportunity to reach the maximum level of their professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees and the public.

C. Definition of the Program:

It is an organized program designed to give the classified employee incentive to improve skills, to encourage employees to contribute more to the educational program of the schools and to improve work performance.

D. Definition of Professional Growth:

It is the continuous purposeful encouragement in study and related activities by classified employees to retain and extend high standards of job performance.

Professional growth is being developed if any of the following occur:

- 1. The experience reflects increased knowledge, understanding and skills generally related to the employee's job assignment.
- 2. It provides background information for the activity in which engaged.
- 3. It manifests personal development and responsiveness to the human and social factors of others.
- E. Eligibility of Employees for Participating in the Professional Growth Program:
 - 1. Eligible employees are persons in the classified service who have completed their probationary period.
 - 2. Units earned while on probationary status may be applied towards the first increment provided that the employee has complied with the other Professional Growth regulations and receives permanent status.
 - 3. Any employee who is on a leave of absence will not be eligible to participate in the program until returned to active employment; nor will future credit be granted for courses taken during that leave.

F. Self-Improvement:

This program is not intended to restrict in any way the training and self-improvement efforts a bargaining unit member may undertake on his own initiative. However, such training shall be considered as applicable to a professional growth increment only if it meets the requirements specified by this policy.

G. Voluntary Professional Growth Credits:

Table of Contents Page 41 of 58

Any course to be applied towards Professional Growth Credit must be approved in advance by the district. Only the following types of professional growth activities will be considered.

- 1. University, college (two and four-year): One semester hour represents one clock hour per week for one semester.
- 2. Credit for classes in Adult School or other educational experiences recommended will be equated as follows:

Total Hours Required To Complete Course	Maximum Unexcused Absences Allowable	Unit Credit
8-15	None	1/2
16-20	1	1
21-30	1	1-1/2
31-40	2	2
41-50	2	2-1/2
51 or more	2	3

The above is subject to instructor's statement that the course has been satisfactorily completed by the candidate (on forms supplied by the Personnel Department).

- H. Allowable Credits for Institutes, Lectures, Seminars and Workshops:
 - 1. In-service educational activities related to employee's area of employment that are attended on personal time:
 - a. One unit for twenty (20) hours of programmed attendance, with a maximum of three units in this area for each professional growth award.
 - 2. In-service training or in-service education for which services as organizer, leader, speaker or consultant are recognized but for which no fee or overtime compensation is paid by the Central Unified School District:
 - a. Two units for twenty (20) hours, with a maximum of four units for each professional growth award.
 - 3. Courses or activities for professional growth increments may not be repeated for credit.
 - 4. If an employee's job classification changes after he has initiated a professional growth plan, any approved course work which has been started and/or completed at such time shall apply towards a professional growth award.
 - 5. College and community college course work must be verified by official transcript. All other work must have official verification acceptable to the Director of Personnel.
 - 6. No credit will be given for courses or workshops which are required for job continuance or as part of a competency review program.
 - 7. No credit will be given to an employee for units earned prior to employment by the District.
 - 8. If units are earned in excess of those required for a professional growth increment, they may be carried over for the succeeding increment.

Table of Contents Page 42 of 58

9. An employee's Professional Growth Record, together with appropriate verification, will be kept on file in the District Personnel Office.

I. Application to Participate

- 1. It is the responsibility of the employee to maintain his/her own file of report cards, transcripts or other certification of approved courses. When the employee has completed twelve (12) units, all records are to be submitted to the Personnel Department on the appropriate form for certification. All certification documents must be recorded with the Personnel Department by June 30 of each school year for awards to be granted for the following fiscal year.
- 2. Evidence of attendance at special events and a short summary of workshops, conferences, etc. must be presented to the employee's immediate supervisor within two (2) weeks of attendance at those events. The summary must include a statement of evaluation of the presentation. The final sentence of the report shall be an affirmation of attendance and the employee's signature. The report must be countersigned by the supervisor and returned to the employee for his/her records.

J. Increment Plan

A professional growth award will represent the completion of twelve (12) semester units or equivalent increment points.

- 1. A maximum of six equivalent increment points is allowable towards credit of a professional growth award. (Equivalent increment points as determined by provisions in this contract for institutes, lectures, seminars, workshops and in-service education and training outlined above.)
- 2. A professional growth award shall increase the classified service employee's basic salary by \$100 per year.
- 3. Employees working less than eight (8) hours per day or less than twelve (12) months a year shall be granted a proportionate share of the increment. Increment payments to employees shall be made monthly during their pay period.
- 4. A career total of three (3) increments (\$300) may be earned. Records concerning the Professional Growth Program shall be maintained by the Personnel Office. The increment shall be considered earned upon completion of the twelve growth points and remuneration received the following fiscal year.
- 5. The implementation of this program will permit employees meeting all eligibility requirements to receive credit for approved activities undertaken after July 1, 1987. In order to receive credit for a class, the employee must have registered to take the course following his/her date of hire as a regular employee. In order to receive a growth award for the following fiscal year, the course work must be completed and the request for credit must be submitted to the Personnel Office by June 30. The forms to be used in requesting professional growth credit can be obtained from the Personnel Office.

K. Request for Review

An employee wishing to have a review of a Professional Growth request rejection, may submit his/her request to the District Superintendent for review.

The following is a list of the type of subject areas that may be considered appropriate for each classification.

Table of Contents Page 43 of 58

1. General

- a. Any course toward gaining a high school diploma.
- b. Approved in-service for field of employment.
- c. General
 - (1) Reading and Speech
 - (2) Spelling and Vocabulary
 - (3) Science
 - (4) Math
 - (5) Social Studies
 - (6) Humanities (6 units maximum)
 - (7) Physical Fitness (3 units maximum)
 - (8) Computer Technology
 - (9) Psychology
 - (10) Sociology
 - (11) Supervisory Techniques
 - (12) Foreign Language
 - (13) First Aid (CPR)
 - (14) Graphic and commercial arts
- 2. Clerical Services (which includes secretaries, typist clerks, account clerks, duplication clerks, attendance clerks, computer programmers and operators, etc.)
 - a. Business Courses
 - (1) Calculators/Adding machines
 - (2) Business Correspondence
 - (3) Advanced Typing
 - (4) Shorthand
 - (5) Introduction to Business
 - (6) General Office Procedures
 - (7) Duplicating Procedures
 - (8) School District Business Practices
 - (9) Introduction to Data Processing
 - b. Accounting Procedures
 - (1) Principles of Accounting
 - (2) Financial Accounting
 - (3) Managerial Accounting
 - (4) Tax Accounting
 - (5) Auditing
 - c. Law
 - (1) Business Law
 - (2) Law in Our Society
 - d. Library Science

Table of Contents Page 44 of 58

- (1) Library Techniques/Processes
- (2) Introduction to Audio-Visual Procedures

3. Food Services

- a. Principles of quantity food preparation.
- b. Preparing school meals
- c. Menu planning
- d. Principles of food preparation
- e. Salads/Sandwiches
- f. Baking/Desserts
- g. Entrees
- h. Quantity food preparation lab
- i. Community feeding programs
- j. Catering
- k. Food production management
- 1. Supervision techniques
- m. Food purchasing
- n. Sanitation Safety/Environmental Control
- o. Restaurant Accounting/Cost Control
- p. Health Care Dietary Service
- q. Health Care Food Service Management

4. Instructional and Community Services

- a. Business courses (all classes pertaining to typing, filing, office machines, record keeping and correspondence).
- b. Foreign language courses--Spanish and any other foreign language that would be applicable to assignment.
- c. Teacher aide program offered by Community colleges.
- d. Other courses pertaining to assigned subject area with Personnel Director approval.
- 5. Operational Services (includes custodians, utility workers, grounds, maintenance workers, warehouse workers).
 - a. Agriculture
 - (1) Pest Control
 - (2) Soil Conditions
 - (3) Weed Control
 - (4) Chemicals
 - b. Entomology
 - c. Horticulture
 - d. Shops
 - (1) Wood
 - (2) Metal
 - (3) Welding
 - (4) Machine
 - (5) Auto
 - (6) Floor Covering
 - e. Fire Science
 - f. Management Supervision Techniques

Table of Contents Page 45 of 58

- g. Other courses pertaining to assigned subject area with Personnel Director Approval.
- 6. Transportation Services
 - a. Auto Mechanics
 - b. Industrial Education Courses
 - c. Administration of Justice
 - d. Correctional Administration of Vehicles
 - e. Fire Science
 - f. Any technical seminars or meetings regarding the automotive industry—in order to receive credit keep validated records of attendance.
 - g. Any technical course pertaining to transportation.
- L. The District will implement an Apprentice Program for Maintenance IV to Senior Maintenance Worker.
- M. Health Aides and Crisis Training

The District will continue to provide on-going training and information appropriate to the requirements of the position of health aide

Table of Contents Page 46 of 58

ARTICLE 19 - COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate unless mutually agreed to by both parties and agrees that the District shall not be obligated to meet with and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

Table of Contents Page 47 of 58

ARTICLE 20 - EFFECT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019, and thereafter shall continue in effect until a successor Agreement is signed.
- C. For the 2017-2018 school year, reopener on any article other than Article 6 Pay and Allowance, and Article 7 Health and Welfare. The District and CSEA agree to a new contract term of 2016-2019. The contract may be reopened on any article following the revised contract expiration date.

Table of Contents Page 48 of 58

APPENDIX A – POSITIONS IN THE BARGAINING UNIT

The following positions shall be included in the classified bargaining unit:

FOOD SERVICES

Cook I

Cook II

Cook III

OPERATIONS, MAINTENANCE AND GROUNDS

Athletic Equipment Repairperson

Custodian

Lead Custodian

Head Custodian (Jr./Sr. High School)

Theatre Technician

Ag Farm Manager

Grounds Worker

Grounds Worker Specialist (Field, Pesticide Applicator, Mechanic, Irrigation)

High School Grounds worker

Maintenance Worker I

Maintenance Worker II

Maintenance Worker III

Maintenance Worker IV

Maintenance Worker IV

Maintenance Worker Lead Crewperson

Pool Maintenance Technician

Senior Maintenance Worker

Journeyman Trades Worker (Carpenter, Electrician, HVAC, or Plumber)

TRANSPORTATION

Bus Driver

Driver Trainer

Mechanic I

Mechanic II

Lead Mechanic

CLERICAL/FISCAL/TECHNICAL

Administrative Secretary – District Office

Clerical Assistant I

Clerical Assistant II

Duplication Department Manager

Help Desk Technician

Production Department Aide

Program Technician Adult/Alternative Education

Registrar (High School)

Secretary – Attendance

Secretary – District Office

Secretary - Receptionist

Account Clerk I

Account Clerk II

Account Clerk III

Table of Contents Page 49 of 58

Accounting Technician Adult/Alternative Education

Finance Clerk

Payroll Clerk

Purchasing Agent

Evaluation, Assessment & Research Technician

WAREHOUSE AND DISTRIBUTION

Warehouse Worker

Delivery Person

INSTRUCTIONAL AND RELATED SERVICE

Accompanist

Athletic Trainer

Career Center Specialist

Community Aide (Bilingual/Elementary)

Crossing Guard

Health Aide

Home/School Liaison

Instructional Aide

Instructional Aide – After School Tutorial / 21st Century

Instructional Aide – Extended Day

Instructional Aide – Learning Partners

Licensed Vocational Nurse

INSTRUCTIONAL AND RELATED SERVICE CONTINUED

Lead Student Liaison

Library Media Technician I

Library Media Technician II

District Library Technician

Occupational Therapist

Outreach Consultant

Preschool Site Director/Teacher

Primary Language Tutor

Site Director – Extended Day

Site Director – Learning Partners

Special Education Aide I

Special Education Aide II

Special Education Aide III

Student Assistant – Special Education

Student Liaison

Teacher Assistant

Technology Aide

Yard/Noon Duty Aides

All noon duty aides including those hired after September 12, 2001 shall be part of the bargaining unit ninety (90) days after the effective date of CSEA ratification and board approval of this agreement.

Table of Contents Page 50 of 58

APPENDIX B – POSITIONS EXCLUDED FROM THE UNIT

The following positions shall be excluded from the classified bargaining unit:

CLASSIFIED MANAGEMENT

Assistant Superintendent/CBO

Campus Connection Manager

Director of Operational Services

Director of Fiscal Services

Director of Food Services

Director of Technology

Director of Transportation Services

Finance and Budget Manager

Maintenance Field Supervisor/Construction Manager

Personnel Coordinator

Student Information Systems Manager

Technology Services Manager

Transportation Operations Supervisor

Work Control Manager

CLASSIFIED SUPERVISORY

Aquatics Director

Attendance Compliance Officer

Area Supervisor

Assistant Director Food Service

Cook Supervisor

Extended Day Site Supervisor

Grounds and Custodial Supervisor

Maintenance and Operations Supervisor

Site Director/Teacher State Preschool

Transportation Specialist

Warehouse Supervisor

CLASSIFIED CONFIDENTIAL

Administrative Secretary I

Administrative Secretary II

Benefits Specialist

Clerical Assistant II (Personnel)

Executive Secretary I

Executive Secretary II

Parent Involvement Coordinator

Payroll Specialist

Payroll Technician

Personnel Assistant

Personnel Technician

Principal's Secretary

Special Projects Coordinator

Table of Contents Page 51 of 58

CENTRAL UNIFIED SCHOOL DISTRICT CLASSIFIED EMPLOYEES RANGE PLACEMENT SCHEDULE

POSITION	2016 -2019RANGE PLACEMENT
Crossing Guard	11
Instructional Aide	11
Instructional Aide – Extended Day	11
Instructional Aide –Learning Partners	11
Instructional Aide – After School Tutorial/21 st Century	11
Student Assistant – Special Education	11
Yard/Noon Duty Aide	11
Library Media Aide	12
Primary Language Tutor	12
Account Clerk I	14
Cook I	14
Clerical Assistant I (Clerk Typist I)	15
Community Aide (Bilingual/Elementary)	15
Home School Liaison (Bilingual/High School)	15
Library Media Technician I	15
Technology Aide	15
Cook II	17
Curriculum Assessment Technician	17
Employment Opportunity Specialist	17
Health Aide	17
Interpreter (Sign)/Aide for the Deaf (Certified)	17
Instructional Aide – State Preschool	17
Production Department Aide	17
Interpreter/Translator	17
Community Liaison – Bilingual	17
Special Education Aide I	18
Career Center Specialist	19
Clerical Assistant II (Clerk Typist II)	19
Athletic Equipment Repair-Custodian	20
Cook III	20
Custodian	20
Custodian Athletics	20
Delivery Person	20
Site Director – Extended Day	20
Maintenance Worker I	20
Preschool Site Director/Teacher	20

<u>Table of Contents</u> Page **52** of **58**

Program Technician Adult Alternative Ed.	20
Secretary – Receptionist	20
Site Director – Learning Partners	20
Site Director – 21 st Century	20
Special Education Aide II	20
Accompanist	21
Account Clerk II	21
Library Media Technician II	21
Maintenance Worker II	21
Production Department Specialist	21
Teacher Assistant	21
Secretary – District Office	22
Special Education Aide III	22
Digital Communications & Social Media Clerk	22
Student Liaison	23
Secretary – Attendance	23
Warehouse Worker	23
Family Outreach Liaison - Bilingual	23
Ag Farm Manager	24
Grounds Worker	24
Help Desk Technician	24
High School Grounds Worker	24
Lead Custodian	24
District Library Technician	25
Duplication Department Manager	25
Site Director – Learning Partners	25
Account Clerk III	28
Accounting Technician Adult/Alternative Ed.	28
Administrative Secretary – District Office	28
Bus Driver	28
Finance Clerk (High School/Middle School)	28
Grounds Worker Specialist (Mechanic/Pesticide Applicator/Field)	28
Head Custodian – Jr./Sr. High School	28
Irrigation Specialist	28
Maintenance Worker III	28
Mechanic I	28
Registrar	28
Theatre Technician	28
Athletics Equipment Technician	28
Purchasing Agent	30
Licensed Vocational Nurse	31
Athletic Trainer	32

Table of Contents Page 53 of 58

Driver Trainer	32
Outreach Consultant	32
Maintenance Worker IV / Painter	34
Mechanic II	34
Pool Maintenance Technician	34
Facilities Planner	35
Senior Maintenance Worker	35
Computer Support Specialist	37
Lead Mechanic	37
Maintenance Worker IV /Glazier	37
Dispatch/Trainer	37
Journeyman Tradesworker (Carpenter, Electrician, Plumber)	39
Occupational Therapist	62
Bilingual Translator	\$13.94 / hr.

The district will eliminate the position of Library Media Aide effective June 30, 2000. All currently employed Library Media Aides will need to complete the required twelve (12) units of Library Science to be classified as a Library Media Technician I. Those employees not completing the required units will be reclassified as classroom instructional aides effective July 1, 2000.

Table of Contents Page 54 of 58

Central Unified School District CSEA Classified Bargaining Unit Salary Schedule 2016-2017 (4%) APPENDIX D

Range	Hourly	Monthly								
6	10.36	1,795.73	10.88	1,885.87	11.43	1,981.20	12.01	2,081.73	12.63	2,189.20
7	10.62	1,840.80	11.16	1,934.40	11.72	2,031.47	12.31	2,133.73	12.94	2,242.93
8	10.88	1,885.87	11.43	1,981.20	12.01	2,081.73	12.63	2,189.20	13.26	2,298.40
9	11.16	1,934.40	11.72	2,031.47	12.31	2,133.73	12.94	2,242.93	13.59	2,355.60
10	11.43	1,981.20	12.01	2,081.73	12.63	2,189.20	13.26	2,298.40	13.94	2,416.27
11	11.72	2,031.47	12.31	2,133.73	12.94	2,242.93	13.59	2,355.60	14.28	2,475.20
12	12.01	2,081.73	12.63	2,189.20	13.26	2,298.40	13.94	2,416.27	14.63	2,535.87
13	12.31	2,133.73	12.94	2,242.93	13.59	2,355.60	14.28	2,475.20	15.01	2,601.73
14	12.63	2,189.20	13.26	2,298.40	13.94	2,416.27	14.63	2,535.87	15.38	2,665.87
15	12.94	2,242.93	13.59	2,355.60	14.28	2,475.20	15.01	2,601.73	15.77	2,733.47
16	13.26	2,298.40	13.94	2,416.27	14.63	2,535.87	15.38	2,665.87	16.15	2,799.33
17	13.59	2,355.60	14.28	2,475.20	15.01	2,601.73	15.77	2,733.47	16.56	2,870.40
18	13.94	2,416.27	14.63	2,535.87	15.38	2,665.87	16.15	2,799.33	16.97	2,941.47
19	14.28	2,475.20	15.01	2,601.73	15.77	2,733.47	16.56	2,870.40	17.40	3,016.00
20	14.63	2,535.87	15.38	2,665.87	16.15	2,799.33	16.97	2,941.47	17.84	3,092.27
21	15.01	2,601.73	15.77	2,733.47	16.56	2,870.40	17.40	3,016.00	18.28	3,168.53
22	15.38	2,665.87	16.15	2,799.33	16.97	2,941.47	17.84	3,092.27	18.73	3,246.53
23	15.77	2,733.47	16.56	2,870.40	17.40	3,016.00	18.28	3,168.53	19.21	3,329.73
24	16.15	2,799.33	16.97	2,941.47	17.84	3,092.27	18.73	3,246.53	19.69	3,412.93
25	16.56	2,870.40	17.40	3,016.00	18.28	3,168.53	19.21	3,329.73	20.18	3,497.87
26	16.97	2,941.47	17.84	3,092.27	18.73	3,246.53	19.69	3,412.93	20.69	3,586.27
27	17.40	3,016.00	18.28	3,168.53	19.21	3,329.73	20.18	3,497.87	21.20	3,674.67
28	17.84	3,092.27	18.73	3,246.53	19.69	3,412.93	20.69	3,586.27	21.74	3,768.27
29	18.28	3,168.53	19.21	3,329.73	20.18	3,497.87	21.20	3,674.67	22.28	3,861.87
30	18.73	3,246.53	19.69	3,412.93	20.69	3,586.27	21.74	3,768.27	22.83	3,957.20
31	18.98	3,289.87	19.94	3,456.27	20.94	3,629.60	21.98	3,809.87	23.08	4,000.53
32	19.69	3,412.93	20.69	3,586.27	21.74	3,768.27	22.83	3,957.20	23.98	4,156.53
33	20.18	3,497.87	21.20	3,674.67	22.28	3,861.87	23.41	4,057.73	24.59	4,262.27
34	20.69	3,586.27	21.74	3,768.27	22.83	3,957.20	23.98	4,156.53	25.20	4,368.00
35	21.20	3,674.67	22.28	3,861.87	23.41	4,057.73	24.59	4,262.27	25.82	4,475.47
36	21.74	3,768.27	22.83	3,957.20	23.98	4,156.53	25.20	4,368.00	26.48	4,589.87
37	22.28	3,861.87	23.41	4,057.73	24.59	4,262.27	25.82	4,475.47	27.13	4,702.53
38	22.83	3,957.20	23.98	4,156.53	25.20	4,368.00	26.48	4,589.87	27.81	4,820.40
39	23.41	4,057.73	24.59	4,262.27	25.82	4,475.47	27.13	4,702.53	28.51	4,941.73
40	23.98	4,156.53	25.20	4,368.00	26.48	4,589.87	27.81	4,820.40	29.22	5,064.80
41	24.59	4,262.27	25.82	4,475.47	27.13	4,702.53	28.51	4,941.73	29.95	5,191.33
42	25.20	4,368.00	26.48	4,589.87	27.81	4,820.40	29.22	5,064.80	30.70	5,321.33
43	25.82	4,475.47	27.13	4,702.53	28.51	4,941.73	29.95	5,191.33	31.47	5,454.80
44	26.48	4,589.87	27.81	4,820.40	29.22	5,064.80	30.70	5,321.33	32.26	5,591.73

Table of Contents Page 55 of 58

	1	ĺ		ĺ	ĺ		1	1	1	
45	27.13	4,702.53	28.51	4,941.73	29.95	5,191.33	31.47	5,454.80	33.06	5,730.40
46	27.81	4,820.40	29.22	5,064.80	30.70	5,321.33	32.26	5,591.73	33.89	5,874.27
47	28.51	4,941.73	29.95	5,191.33	31.47	5,454.80	33.06	5,730.40	34.74	6,021.60
48	29.22	5,064.80	30.70	5,321.33	32.26	5,591.73	33.89	5,874.27	35.61	6,172.40
49	29.95	5,191.33	31.47	5,454.80	33.06	5,730.40	34.74	6,021.60	36.49	6,324.93
50	30.70	5,321.33	32.26	5,591.73	33.89	5,874.27	35.61	6,172.40	37.41	6,484.40
51	31.47	5,454.80	33.06	5,730.40	34.74	6,021.60	36.49	6,324.93	38.33	6,643.87
52	32.26	5,591.73	33.89	5,874.27	35.61	6,172.40	37.41	6,484.40	39.30	6,812.00
53	33.06	5,730.40	34.74	6,021.60	36.49	6,324.93	38.33	6,643.87	40.28	6,981.87
54	33.89	5,874.27	35.61	6,172.40	37.41	6,484.40	39.30	6,812.00	41.29	7,156.93
55	34.74	6,021.60	36.49	6,324.93	38.33	6,643.87	40.28	6,981.87	42.29	7,330.27
56	35.61	6,172.40	37.41	6,484.40	39.30	6,812.00	41.29	7,156.93	43.35	7,514.00
57	36.49	6,324.93	38.33	6,643.87	40.28	6,981.87	42.29	7,330.27	44.45	7,704.67
58	37.41	6,484.40	39.30	6,812.00	41.29	7,156.93	43.35	7,514.00	45.56	7,897.07
59	38.33	6,643.87	40.28	6,981.87	42.29	7,330.27	44.45	7,704.67	46.72	8,098.13
60	39.30	6,812.00	41.29	7,156.93	43.35	7,514.00	45.56	7,897.07	47.89	8,300.93
61	40.28	6,981.87	42.29	7,330.27	44.45	7,704.67	46.72	8,098.13	49.07	8,505.47
62	41.29	7,156.93	43.35	7,514.00	45.56	7,897.07	47.89	8,300.93	50.30	8,718.67

Waiver: This salary schedule has a 4.00% increase applied. Personnel reserves the right to adjust these hourly/monthly rates based on Digital Schools calculations being extended to six digits. This could change the salary slightly up or down.

This salary schedule will be effective July 1, 2016 for those persons who are employed by the District on the date of ratification by the Board of Trustees. Each step represents a year of service for purposes of movement and placement on the salary schedule. A monthly salary is based on a work month of 173.33 hours. A daily salary is based on workday of (8) hours. This salary schedule has a 4.0 % increase applied.

Table of Contents Page 56 of 58

Central Unified School District CSEA Classified Bargaining Unit Salary Schedule 2017-2018 (3%) APPENDIX D

Range	Hourly	Monthly								
6	10.67	1,849.47	11.21	1,943.07	11.77	2,040.13	12.37	2,144.13	13.01	2,255.07
7	10.94	1,896.27	11.49	1,991.60	12.07	2,092.13	12.68	2,197.87	13.33	2,310.53
8	11.21	1,943.07	11.77	2,040.13	12.37	2,144.13	13.01	2,255.07	13.66	2,367.73
9	11.49	1,991.60	12.07	2,092.13	12.68	2,197.87	13.33	2,310.53	14.00	2,426.67
10	11.77	2,040.13	12.37	2,144.13	13.01	2,255.07	13.66	2,367.73	14.36	2,489.07
11	12.07	2,092.13	12.68	2,197.87	13.33	2,310.53	14.00	2,426.67	14.71	2,549.73
12	12.37	2,144.13	13.01	2,255.07	13.66	2,367.73	14.36	2,489.07	15.07	2,612.13
13	12.68	2,197.87	13.33	2,310.53	14.00	2,426.67	14.71	2,549.73	15.46	2,679.73
14	13.01	2,255.07	13.66	2,367.73	14.36	2,489.07	15.07	2,612.13	15.84	2,745.60
15	13.33	2,310.53	14.00	2,426.67	14.71	2,549.73	15.46	2,679.73	16.24	2,814.93
16	13.66	2,367.73	14.36	2,489.07	15.07	2,612.13	15.84	2,745.60	16.63	2,882.53
17	14.00	2,426.67	14.71	2,549.73	15.46	2,679.73	16.24	2,814.93	17.06	2,957.07
18	14.36	2,489.07	15.07	2,612.13	15.84	2,745.60	16.63	2,882.53	17.48	3,029.87
19	14.71	2,549.73	15.46	2,679.73	16.24	2,814.93	17.06	2,957.07	17.92	3,106.13
20	15.07	2,612.13	15.84	2,745.60	16.63	2,882.53	17.48	3,029.87	18.38	3,185.87
21	15.46	2,679.73	16.24	2,814.93	17.06	2,957.07	17.92	3,106.13	18.83	3,263.87
22	15.84	2,745.60	16.63	2,882.53	17.48	3,029.87	18.38	3,185.87	19.29	3,343.60
23	16.24	2,814.93	17.06	2,957.07	17.92	3,106.13	18.83	3,263.87	19.79	3,430.27
24	16.63	2,882.53	17.48	3,029.87	18.38	3,185.87	19.29	3,343.60	20.28	3,515.20
25	17.06	2,957.07	17.92	3,106.13	18.83	3,263.87	19.79	3,430.27	20.79	3,603.60
26	17.48	3,029.87	18.38	3,185.87	19.29	3,343.60	20.28	3,515.20	21.31	3,693.73
27	17.92	3,106.13	18.83	3,263.87	19.79	3,430.27	20.79	3,603.60	21.84	3,785.60
28	18.38	3,185.87	19.29	3,343.60	20.28	3,515.20	21.31	3,693.73	22.39	3,880.93
29	18.83	3,263.87	19.79	3,430.27	20.79	3,603.60	21.84	3,785.60	22.95	3,978.00
30	19.29	3,343.60	20.28	3,515.20	21.31	3,693.73	22.39	3,880.93	23.51	4,075.07
31	19.55	3,388.67	20.54	3,560.27	21.57	3,738.80	22.64	3,924.27	23.77	4,120.13
32	20.28	3,515.20	21.31	3,693.73	22.39	3,880.93	23.51	4,075.07	24.70	4,281.33
33	20.79	3,603.60	21.84	3,785.60	22.95	3,978.00	24.11	4,179.07	25.33	4,390.53
34	21.31	3,693.73	22.39	3,880.93	23.51	4,075.07	24.70	4,281.33	25.96	4,499.73
35	21.84	3,785.60	22.95	3,978.00	24.11	4,179.07	25.33	4,390.53	26.59	4,608.93
36	22.39	3,880.93	23.51	4,075.07	24.70	4,281.33	25.96	4,499.73	27.27	4,726.80
37	22.95	3,978.00	24.11	4,179.07	25.33	4,390.53	26.59	4,608.93	27.94	4,842.93
38	23.51	4,075.07	24.70	4,281.33	25.96	4,499.73	27.27	4,726.80	28.64	4,964.27
39	24.11	4,179.07	25.33	4,390.53	26.59	4,608.93	27.94	4,842.93	29.37	5,090.80
40	24.70	4,281.33	25.96	4,499.73	27.27	4,726.80	28.64	4,964.27	30.10	5,217.33
41	25.33	4,390.53	26.59	4,608.93	27.94	4,842.93	29.37	5,090.80	30.85	5,347.33
42	25.96	4,499.73	27.27	4,726.80	28.64	4,964.27	30.10	5,217.33	31.62	5,480.80
43	26.59	4,608.93	27.94	4,842.93	29.37	5,090.80	30.85	5,347.33	32.41	5,617.73
44	27.27	4,726.80	28.64	4,964.27	30.10	5,217.33	31.62	5,480.80	33.23	5,759.87

<u>Table of Contents</u> Page **57** of **58**

45	27.94	4,842.93	29.37	5,090.80	30.85	5,347.33	32.41	5,617.73	34.05	5,902.00
46	28.64	4,964.27	30.10	5,217.33	31.62	5,480.80	33.23	5,759.87	34.91	6,051.07
47	29.37	5,090.80	30.85	5,347.33	32.41	5,617.73	34.05	5,902.00	35.78	6,201.87
48	30.10	5,217.33	31.62	5,480.80	33.23	5,759.87	34.91	6,051.07	36.68	6,357.87
49	30.85	5,347.33	32.41	5,617.73	34.05	5,902.00	35.78	6,201.87	37.58	6,513.87
50	31.62	5,480.80	33.23	5,759.87	34.91	6,051.07	36.68	6,357.87	38.53	6,678.53
51	32.41	5,617.73	34.05	5,902.00	35.78	6,201.87	37.58	6,513.87	39.48	6,843.20
52	33.23	5,759.87	34.91	6,051.07	36.68	6,357.87	38.53	6,678.53	40.48	7,016.53
53	34.05	5,902.00	35.78	6,201.87	37.58	6,513.87	39.48	6,843.20	41.49	7,191.60
54	34.91	6,051.07	36.68	6,357.87	38.53	6,678.53	40.48	7,016.53	42.53	7,371.87
55	35.78	6,201.87	37.58	6,513.87	39.48	6,843.20	41.49	7,191.60	43.56	7,550.40
56	36.68	6,357.87	38.53	6,678.53	40.48	7,016.53	42.53	7,371.87	44.65	7,739.33
57	37.58	6,513.87	39.48	6,843.20	41.49	7,191.60	43.56	7,550.40	45.78	7,935.20
58	38.53	6,678.53	40.48	7,016.53	42.53	7,371.87	44.65	7,739.33	46.93	8,134.53
59	39.48	6,843.20	41.49	7,191.60	43.56	7,550.40	45.78	7,935.20	48.12	8,340.80
60	40.48	7,016.53	42.53	7,371.87	44.65	7,739.33	46.93	8,134.53	49.33	8,550.53
61	41.49	7,191.60	43.56	7,550.40	45.78	7,935.20	48.12	8,340.80	50.54	8,760.27
62	42.53	7,371.87	44.65	7,739.33	46.93	8,134.53	49.33	8,550.53	51.81	8,980.40

Waiver: This salary schedule has a 3.00% increase applied. Personnel reserves the right to adjust these hourly/monthly rates based on Digital Schools calculations being extended to six digits. This could change the salary slightly up or down.

This salary schedule will be effective July 1, 2017 for those persons who are employed by the District on the date of ratification by the Board of Trustees. Each step represents a year of service for purposes of movement and placement on the salary schedule. A monthly salary is based on a work month of 173.33 hours. A daily salary is based on workday of (8) hours. This salary schedule has a 3.0 % increase applied.

Table of Contents Page 58 of 58